

6/21/22

**CLARK COUNTY DEPARTMENT OF AVIATION
LEASE AGREEMENT**

THIS LEASE AGREEMENT, hereinafter referred to as "Agreement," is entered into this _____ day of _____, 2022, between **COUNTY OF CLARK**, a political subdivision of the State of Nevada, through its Department of Aviation, hereinafter referred to as "County," and **MCM Development II, LLC**, a Nevada limited liability company authorized to do business in the State of Nevada, hereinafter referred to as "Company." County and Company may hereafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, County is responsible for the management and control of the Clark County Airport System, as defined under Clark County Code, Title 20, which includes Harry Reid International Airport, hereinafter "Airport," located in Las Vegas, Nevada, and wishes to develop and construct retail/office/warehouse facilities (hereinafter referred to as "Commercial Facilities") on property owned by County and controlled by the Airport to ensure that the development of such property is compatible with Airport uses;

WHEREAS, it is for the benefit of County to more efficiently and economically manage its Airport-controlled property to include such Commercial Facilities;

WHEREAS, Company is engaged in the business of developing, constructing, maintaining, leasing and operating such Commercial Facilities;

WHEREAS, County is willing and Company desires to enter this Agreement for the construction and operation of such Commercial Facilities;

WHEREAS, on June 4, 2002 the Board of County Commissioners approved a Lease Option Agreement (hereinafter referred to as "Lease Option Agreement") between County and MCP Airport Center, LLC, which was amended on December 5, 2006, assigned to Company on July 18, 2017 and then amended on January 19, 2021; and

NOW, THEREFORE, for and in consideration of the agreements, covenants and conditions herein, County and Company agree as follows:

ARTICLE I

1.1 DEFINITIONS

- 1.1.1 The term "Airport," whenever used herein, means the Harry Reid International Airport and all property located within its general environs at the date of execution of this Agreement or at any future date during the term hereof.

- 1.1.2 The term "Airport Environs Map," means the Harry Reid International Airport Environs Overlay District map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008; the North Las Vegas Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008; the Henderson Executive Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008, or any subsequent version of such maps as may be updated from time to time by the Department of Aviation.
- 1.1.3 The term "Approval Date," means the date upon which this Agreement is approved by the Board of County Commissioners.
- 1.1.4 The term "Approved Budget," whenever used herein, means the annual written budget prepared by Company and approved by the CDR pursuant to the procedure set forth in Section 1.6 (entitled BUDGET APPROVAL) below.
- 1.1.5 The term "Assignee," whenever used herein, means (i) any assignee of Lender's interest in the Loan, or (ii) any purchaser or any heir, successor, or assign of the leasehold estate evidenced by this Agreement that acquires such leasehold estate at or subsequent to a Foreclosure Transfer (as defined in Section 2.19.11.1 below), as approved by County, to the extent such approval is required pursuant to Section 2.19.11.1 below, or (iii) any assignee of Company's rights and duties under this Agreement pursuant to Section 2.1 (entitled ASSIGNMENT) below.
- 1.1.6 The term "Capital Improvement Expenditures," whenever used herein, means the expenses of a capital nature associated with the Commercial Facilities which exceed those set forth in the Approved Budget. Such expenses will require prior written approval of the CDR.
- 1.1.7 The term "County's Designated Representative (hereinafter referred to as 'CDR')," whenever used herein, means the Director of the Clark County Department of Aviation, or designee, acting on behalf of County.
- 1.1.8 The term "Commence Construction," whenever used herein, means commencing construction of the Commercial Facilities on the Premises by Company causing its construction contractor to obtain occupancy and control the area and to begin actual construction of the Commercial Facilities. The term shall not include any site preparation or off-site work related to the Premises.
- 1.1.9 The term "Commercial Facilities," whenever used herein, means the retail/office/warehouse improvements to be constructed on the Premises by Company in accordance with the terms and conditions of this Agreement.

- 1.1.10 The term "Company," whenever used herein, means MCM Development II, LLC, a Nevada limited liability company, entering into this Agreement as the developer and operator of the Commercial Facilities on the Premises as described herein.
- 1.1.11 The term "County," whenever used herein, means Clark County, Nevada, as represented by the Clark County Board of Commissioners and where this Agreement speaks of "Approval by County," such approval means action by the Clark County Board of Commissioners.
- 1.1.12 The term "CC&Rs," whenever used herein, means the Covenants, Conditions, and Restrictions developed by the Company and approved by the CDR for Sublessees and Tenants which will include, but not be limited to, specific guidelines for uses of the Premises.
- 1.1.13 The term "Debt Service," whenever used herein, means the Company's payment of principal and interest for construction and/or permanent financing for Commercial Facilities.

All financing for Commercial Facilities shall include any fees, including loan points, fees, closing costs, and other loan charges (monthly or otherwise) to any Lender, including without limitation, lending institutions or shareholders, officers, directors, members, and managers of Company for construction and/or permanent financing for Commercial Facilities. Except as otherwise approved in writing by CDR, the principal loan amounts of such financing shall not exceed 100% of the "Pro Forma Development Costs" (as set forth in Exhibit "A" attached hereto and incorporated herein) and shall not be amortized over more than thirty (30) years. Any such financing must be approved by CDR as outlined in Section 2.19.1 below, and shall be at commercially reasonable interest rates, points, fees, closing costs, and other terms and conditions for the same type of loan from a bank or other commercial lender.

- 1.1.14 The term "Effective Date," whenever used herein, means the date established pursuant to Sections 1.2.6 and 1.7 below for the commencement of the distribution of Net Revenues (first, to repayment of any equity contribution and second, for distribution to County and Company as provided in Section 1.7 below). All other terms and conditions of this Agreement will become effective on the Approval Date.
- 1.1.15 The term "Environmental Laws," whenever used herein, means any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state or local agencies, including, but not limited to the following as the same are amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION
AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C.
Section 6901 et seq.)

TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)

SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)

CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)

CLEAN AIR ACT (42 U.S.C. Section 7401 et seq.)

NEVADA SANITATION LAWS (Nevada Revised Statutes, Chapter 444)

NEVADA WATER CONTROL LAWS (Nevada Revised Statutes Chapter 445A)

NEVADA AIR POLLUTION LAWS (Nevada Revised Statutes Chapter 445B)

HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)

NEVADA OCCUPATIONAL SAFETY AND HEALTH ACT (Nevada Revised Statutes, Chapter 618)

and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the Federal, State or local government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment (including, but not limited to, the ambient air procedures and records detailing chlorofluorocarbons [CFC]), ambient air, ground water, surface water and land use, including sub-strata land.

- 1.1.16 The term “Hazardous Material,” whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 5101 et seq.) and all present or future regulations promulgated thereto

DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS TABLE (49 C.F.R. Part 172) and amendments thereto

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 300 and amendments thereto—including Appendices thereto)

HANDLING OF HAZARDOUS MATERIALS (including transportation of Hazardous Materials by Motor Carriers) (Nevada Revised Statutes 459.700 through 459.780)

and all substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any environmental law, whether such laws are Federal, State or local.

- 1.1.17 The term “Initial Improvements,” whenever used herein, shall mean completion of the site work and building shell for: (i) one hundred percent (100%) of the proposed Commercial Facilities, if consisting of two (2) or fewer commercial buildings; or (ii) not less than fifty percent (50%) of the proposed Commercial Facilities, if consisting of more than two (2) commercial buildings.
- 1.1.18 The term “Lender,” whenever used herein, shall mean the provider of construction or permanent financing (or any refinancing) to Company in connection with the construction of the Commercial Facilities, which financing arrangements are to be approved by CDR to the extent required under Section 2.19 (entitled FINANCING) of this Agreement.
- 1.1.19 The “Loan,” whenever used herein, shall mean a loan made by a Lender and secured by a mortgage or deed of trust encumbering the leasehold estate evidenced by this Agreement.
- 1.1.20 The term “Management Fee,” whenever used herein, means a fee to be deducted from Total Revenue in consideration of the expenses incurred by Company or its property manager for the project administration of the Commercial Facilities. It is understood and agreed that during the term of this Agreement such fee is five percent (5%) of the Total Revenue received by Company from Sublessees. Such Management Fee shall include all compensation and property management administration expenses of all Commercial Facilities personnel. Such Management Fee may be adjusted as necessary by mutual agreement of Company and CDR and as set forth in an Approved Budget to be competitive with other fees that are standard in the industry in the metropolitan area.
- 1.1.21 The term “Maintenance and Operations,” whenever used herein, means the expense for maintenance, operation, administration and repair of the Commercial Facilities.
- 1.1.22 The term “Net Revenue,” whenever used herein, means the amount of available cash after allowable deductions have been made from Total Revenue, which is available for an equal fifty percent (50%) distribution between the Participating Parties of this Agreement. Allowable deductions are defined as follows:

- a. Debt Service;
 - b. Actual expenses authorized in the Approved Budget, including the cost of any Maintenance and Operations, or other Project Costs approved by CDR, which approval will not be unreasonably withheld;
 - c. Capital Improvement Expenditures;
 - d. Management Fee;
 - e. A reasonable reserve for Maintenance and Operations or any reserve required by any Lender under any approved financing; and
 - f. Repayment of equity contribution plus return on equity contribution (if applicable), as per Section 1.7 (entitled RENTALS AND FEES) below.
- 1.1.23 The term "Participating Parties," whenever used herein, means Company as lessee and County as lessor to a participating leasing arrangement for the sharing of Net Revenues as consideration for the development and operation of the Commercial Facilities at the Premises.
- 1.1.24 The term "Premises," whenever used herein, means that area depicted on Exhibit "B," which is attached hereto and made a part hereof. The final legal description of the Premises will be attached to the Memorandum of Lease described in Section 1.2.3 below.
- 1.1.25 The term "Project Cost," whenever used herein, means all costs of Company actually incurred and paid by Company in designing, developing, constructing, owning, leasing, and managing the Commercial Facilities.
- 1.1.26 The term "Sublease," whenever used herein, means the documents signed by a Sublessee or Tenant for the leasing of space in the Commercial Facilities, or for the leasing of all or substantially all of the Premises.
- 1.1.27 The term "Sublessee" or "Tenant," whenever used herein, means any business firm or individual who leases (i) office, retail, industrial or warehouse space for a valid, legal commercial activity in the Commercial Facilities, or (ii) all or substantially all of the Premises. Subject to the terms of Section 1.4.1 below, the CDR will retain the right to reasonably approve the uses of such Sublessee or Tenant. These defined terms may be used interchangeably.
- 1.1.28 The term "Release," whenever used herein, means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Material in violation of Environmental Laws.
- 1.1.29 The term "Rent Commencement Date," whenever used herein, means the date established pursuant to Sections 1.2.6 and 1.7 below for the commencement of the

distribution of Net Revenues. As used in this Agreement, the "Rent Commencement Date" is synonymous with the "Effective Date."

- 1.1.30 The term "Total Revenue," whenever used herein, means the total amount of all rents, charges, fees and/or other income collected by Company from any use of the Commercial Facilities. Any space occupied by Company or any related entity which is not exclusively used for the necessary construction on and/or management of the Premises must be charged at a similar rental rate to that being charged for a similar type of rental property in the Las Vegas Valley. Such rental value shall be included in the Total Revenue, whether or not a cash payment is made.

1.2 TERM

- 1.2.1 The term of this Agreement will expire fifty (50) years from the Approval Date (the "Termination Date").
- 1.2.2 Except for Section 1.7 (entitled RENTALS AND FEES) below, all other provisions of this Agreement will be in force and effect upon the Approval Date.
- 1.2.3 As soon as practicable following the Approval Date, County and Company agree to execute and acknowledge a Memorandum of Lease (1) evidencing the existence of this Agreement, the ownership of the Commercial Facilities by Company, the rights of Company in the Premises, and the Approval Date and Termination Date of this Agreement, and (2) containing a legal description of the Premises. Such Memorandum of Lease shall be recorded with the official real estate records of Clark County, Nevada.
- 1.2.4 As soon as practicable following the Approval Date, Company will be entitled to receive, as a Project Cost, an ALTA leasehold policy of title insurance, together with those endorsements reasonably deemed necessary by Company, all issued by a title company selected by Company, with liability in an amount reasonably determined by Company and insuring Company's interests hereunder. Such leasehold policy will be subject only to exceptions permitted by Company.
- 1.2.5 County hereby agrees to give Lender at least thirty (30) days prior notice of any intended amendment, modification, revocation, surrender, cancellation or termination of this Agreement. County further agrees that it will not consent to or accept any surrender, revocation, cancellation or other termination by Company or amendment, nor agree to any modification of this Agreement without Lender's prior written approval. No expiration or early termination of this Agreement shall terminate or extinguish this Agreement without the prior written consent of Lender, unless the termination arises after a default and Lender has been given the notice and cure rights specified under Sections 2.15.2 and 2.19 of this Agreement, and has failed to cure in accordance therewith.

1.2.6 Subject to Section 1.7 (entitled RENTALS AND FEES) below, the Effective Date (also known as the Rent Commencement Date) will be the first of the following dates:

1.2.6.1 The date of completion of the Initial Improvements for the Commercial Facilities, as evidenced by County's issuance of a Certificate of Completion.

1.2.6.2 The date that any portion of the Premises generates any revenue or has a Temporary Certificate of Occupancy with actual occupancy and use.

1.2.6.3 As set forth in Section 1.10.3 below, and subject to the six month extension rights set forth in Section 1.10.3.1 below, January 1, 2024.

1.3 PREMISES

1.3.1 County does hereby demise and let unto Company and Company does hereby take from County the Premises.

Company shall be responsible to provide County with a final legal description of the entire Premises under this Agreement, which includes the depiction of all current and proposed easements and/or rights-of-way that County has or may wish to retain. Company will submit a draft description, both narrative and graphic formats, to County for its review and County has the right to modify the documents to retain County's interests in any easements and/or rights of way necessary for roads, utilities, and flood control. Once a final legal description is agreed upon by both parties, such legal description will be included in the Memorandum of Lease, as provided in Section 1.2.3 above.

1.3.2 Company acknowledges that it has inspected the Premises and accepts the Premises "as is," including, but not limited to, grades, soil conditions, and drainage with no further responsibility to Company by County for any present or further improvements or maintenance thereof, including, but not limited to, the existence of any utilities and public roadways and the potential need to cap off or otherwise abandon such utilities and/or roadways.

1.3.3 All improvements constructed on the Premises by Company (including, without limitation, the Commercial Facilities) at any time and from time to time during the term will be owned by Company during the term of this Agreement.

1.4 USE OF PREMISES

1.4.1 Upon performance of the agreements, provisions and conditions contained in this Agreement, Company will have the use of the Premises for the construction and operation of Commercial Facilities and for other business activities directly related

thereto and for no other purposes, unless approved in writing by CDR. Such Commercial Facilities uses will be for purposes similar to other commercial developments in the Las Vegas metropolitan area and if such uses are Compatible Uses (defined below) and not Incompatible Uses (defined below), they are deemed approved by CDR. CDR, however, retains the sole right to determine if a use is compatible with Airport operations. Notwithstanding the above (or any other language in this Agreement) to the contrary, the uses set forth in Section 1.4.3.2 below, and as otherwise approved in writing by CDR, are the only authorized Compatible Uses.

1.4.2 Neither Company nor County shall have the right to erect (or cause or permit any third party to erect) billboards (whether for commercial or non-commercial purposes) on the Premises. All such rights are reserved herein for the County.

1.4.3 Company also agrees that use of the Premises is conditioned upon Company's agreement that it will not develop the Premises and/or adjoining or surrounding properties in a manner that County may find objectionable to Airport and/or Aircraft operations. CDR, however, retains the sole right to determine, in its reasonable discretion, if the uses are Incompatible Uses or Compatible Uses, as defined below:

1.4.3.1 **Incompatible Uses:** The term "Incompatible Uses" means uses which potentially expose persons to elevated levels of Aircraft generated noise or to areas identified as necessary to protect the safe passage of Aircraft, or which have been determined by the Federal Aviation Administration (the "FAA"), the Director of the Department of Aviation, and/or the Airport Height Hazard Board of Adjustment to be hazardous to or incompatible with air navigation. Incompatible Uses include, but are not limited to: rural estate uses, residential uses, single family homes, mobile homes, low density, medium density and high density housing, apartments, group quarters, condominiums, time-sharing apartments, condominium hotels or motels, townhouses, churches, hospitals, care centers, nursing homes, schools, auditoriums and concert halls, fraternity and sorority housing, recreational vehicle parks, places of public assembly, amusement parks, outdoor sports arenas, zoos, uses that may in the future be accessory to or enhance any of the uses described above on adjacent parcels, and uses intended to fulfill development and/or zoning requirements for any of the uses described above on an adjacent parcel (including, without limitation, open space, parking and landscaping requirements). The fact that any of the foregoing uses is permitted under the Clark County Code shall have no bearing on whether they constitute an Incompatible Use under this Restriction.

No "sexually oriented" business or "adult use," as defined in the Clark County Code (e.g. CCC 6.110, 6.140, 6.160, 6.170, 7.54, 30.08.030, and 30.44.010 and as amended from time to time), or other laws, regulations

and ordinances now in effect or hereinafter enacted that deal with such businesses and uses, shall be allowed upon any part of the Premises. No use for which a liquor or gaming license is required shall be allowed upon any part of the Premises without the written consent of County (refusal to consent to these uses is solely within the discretion of the Board of County Commissioners and does not need to be reasonable). Should County consent to a use involving a liquor or gaming license, Company shall pay all costs, including the cost of background investigations and attorney fees, relating to the licensing process. Notwithstanding the foregoing, CDR consents to liquor uses, subject to all normal and customary licensing procedures, in such restaurants as may be developed on the Premises.

1.4.3.2 Compatible Uses: The term "Compatible Uses," means land uses which are appropriate given the area's exposure to Aircraft over flight and noise, and the limitations on development necessary to preclude potential hazards to air navigation. Compatible Uses which may conform with the preceding definition include, but are not limited to, commercial uses such as office, warehousing, manufacturing, business, professional, and wholesale and retail, provided any occupied structure is constructed using noise attenuation construction techniques in compliance with FAA regulations as further outlined in Sections 1.4.3.3, 1.4.3.4 and 3.18 below; communication uses; transportation uses such as railroad, motor vehicle, rapid transit and street railway transportation; street and highway rights-of-way; utility rights-of-way; parking; general dispersed recreation; golf courses; and drainage facilities.

1.4.3.3 Avigation Easement: Company hereby grants and conveys to County a perpetual and assignable right-of-way and easement for the free and unobstructed passage of all Aircraft, regardless of the owner or operator of such, in, through, and across all of the airspace above the Premises (including the Commercial Facilities constructed thereon) subject to such rights, terms, and conditions as contained herein. For purposes of this Agreement, "Aircraft" is defined as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air or space regardless of the form of propulsion which powers said Aircraft in flight.

County, its successors in interest and assigns, for the use and benefit of Aircraft owners, operators and the general public, shall have the continuing right to cause or allow in all of the airspace above the surface of the Premises such noise, fumes, vibrations, dust, fuel, particles and all other effects that may be caused by or result from the operation of Aircraft, whether or not said Aircraft over fly or intrude into the airspace above the Premises.

County reserves unto itself, its successors and assigns, for the use and benefit of Aircraft owners, operators and the general public, a right of flight for the passage of Aircraft in the airspace above the Premises (including the Commercial Facilities constructed thereon), together with the right to cause in said airspace such noise as may be inherent in the operation of Aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from or operating at the facilities now known as, or any future name or common reference that may be promulgated, adopted or referred to, Harry Reid International Airport, Nellis Air Force Base, North Las Vegas Airport, Overton Airport, Creech Air Force Base, Henderson Executive Airport, Laughlin/Bullhead International Airport, Searchlight Airport, Mesquite Airport, Boulder City Airport, and Jean Airport; or any and all future facility or facilities developed in the Ivanpah Valley, Pahrump Valley, and in the vicinity of the City of Mesquite (the "Airports").

Company covenants and agrees not to allow any improvement to become constructed on the Premises which is, will be or has been erected to a height and does extend into the airspace where, upon making application of a FAA form 7460-1 if required, the FAA determines such improvement to be an obstruction and/or hazard to air navigation pursuant to the rules and regulations of the FAA under Code of Federal Regulations ("CFR") Title 14, Chapter I, Part 77 ("Part 77"). Should the FAA determine such proposed, erected, or grown improvement to be an obstruction and/or hazard to air navigation, the improvement is to be removed, demolished, and/or lowered to a height which the FAA determines not to be an obstruction and/or hazard to air navigation and until such compliance is determined by the FAA, Company shall not be granted a permit under Clark County Code Chapter 20 and Chapter 30, including but not limited to 20.13 and 30.48 Part B "Airport Airspace Overlay District" as amended; or any similar federal state, or local regulation which may hereinafter be enacted in total or in part.

Company covenants and agrees not to allow any vegetation to be planted or grown on the Premises which is, will be or has been grown to a height and does extend into the airspace where, upon making application of a FAA form 7460-1 if required, the FAA determines such vegetation to be an obstruction and/or hazard to air navigation pursuant to the rules and regulations of the FAA under Part 77. Should FAA determine such proposed or grown vegetation to be an obstruction and/or hazard to air navigation, the vegetation is to be removed, trimmed, and/or lowered to a height which the FAA determines not to be an obstruction and/or hazard to air navigation and until such compliance is determined by the FAA, Company shall not be granted a permit under Clark County Code Chapter 20 and Chapter 30, including but not limited to 20.13 and 30.48 Part B

“Airport Airspace Overlay District” as amended; or any similar federal state, or local regulation which may hereinafter be enacted in total or in part.

Company shall, prior to 1) construction of any applicable improvement; 2) planting any applicable vegetation; or 3) at such time as any vegetation is grown to a height on the Premises that meets or exceeds the notification requirements of Part 77; file notice with the FAA in accordance with the requirements of Part 77 as applied to the Airports via FAA form 7460-1, as amended, or any similar regulations which may hereinafter be enacted and, where required by the Clark County Code, receive either a Director’s Permit from the Department of Aviation or a Director’s Permit Variance from County’s Airport Hazard Area Board of Adjustment.

Company, in addition to all rights, terms, and conditions contained herein, expressly acknowledges and consents to the right of Aircraft flight set forth in Title 49 United States Code (“USC”) §40102(a)(30), 49 USC§40103(a)(2), Title 14 CFR, Chapter I, Part 91, Part 101, and Part 103 as amended, including but not limited to 14 CFR Part 91.119, or any similar statute or regulation which may hereinafter be enacted in total or in part; and Nevada Revised Statute (“NRS”) Chapters, including but not limited to, NRS 493.030, NRS 493.040 and NRS 493.050, as amended, or any similar regulation or statute which may hereinafter be enacted in total or in part; as may be undertaken by Aircraft arriving to or departing from the Airports.

- 1.4.3.4 **Waiver:** Company, its successors, assigns, licensees, invitees, and tenants, hereby waive, remise, and release any right, claim, or cause of action which they may now have or may have in the future against County, and its officers and employees, or operators or users, and their officers, directors, employees, and agents, of the above described Airports, for losses or psychological or physical effects on account of or arising out of noise, vibrations, fumes, dust, fuel, particles and all other effects that may be caused or may have been caused by the operation of Aircraft landing at, taking off from, or operating at or on the Airports, or in or near the airspace above the Premises. Company, its successors, assigns, licensees, invitees, and tenants specifically waives any and all claims, including a claim that the easement is burdened by increases in noise, fumes, vibrations, dust, fuel, particles, or any other effects that may be caused by or result from the operation of Aircraft; changes in the type or frequency of Aircraft operations, the airport layout, or flight patterns; or increases in nighttime operations.

Further, Company, its successors, assigns, licensees, invitees, and tenants, hereby waive, remise, and release any right, claim, or cause of action as to

use and/or regulation of all airspace more than fifty (50) feet above the finished grade of the Premises, except as may be granted by County.

The above grant of Avigation Easement and Waiver do not require the removal of an improvement or vegetation in the condition existing on the Premises as of the date of this Agreement.

Company expressly agrees for itself, its successors and assigns, to:

- a. Submit to County plans showing exterior building finishes, including but not limited to glass surfaces and exterior lighting, which potentially may make it difficult for Aircraft pilots to distinguish between airport lights and other lights; produce glare or reflection which would impair Aircraft pilots landing or taking off at the Airport, impair visibility in the vicinity of the Airport, or otherwise endanger the landing, take off, or maneuvering of Aircraft; and shall not install the same without receiving a Director's Permit from the Department of Aviation or a variance from County's Airport Height Hazard Board of Adjustment. Company shall not use, permit, or suffer the use of the Premises in such manner as to create electrical interference with radio communication to or from any Aircraft or between any airport installation or navigational aid (NAVAID) and any Aircraft.
- b. Not authorize the construction of any facility or improvement on the Premises, which attracts or results in the concentration of birds or other wildlife which would interfere with the safe operation of Aircraft in flight.
- c. Use construction practices and materials to achieve an exterior to interior noise level reduction sufficient to achieve a maximum 40 decibel Day-Night Level (DNL 40 dB) interior noise level in any permanent structures, based on Aircraft noise contours shown on the Harry Reid International Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30, 2008, or on a subsequent version of said map(s) as may be updated from time to time by the Department of Aviation (Airport Environs Map). Land, buildings, and structures shall be deemed to be impacted by the specific noise contours that cross them as shown on the Airport Environs Maps. Where a building is or would be impacted by one or more noise contours, the entire building shall be considered to be within the most restrictive noise contour.

1.5 STANDARDS OF OPERATION

- 1.5.1 Company will develop and cause to be constructed Commercial Facilities in accordance with plans and specifications prepared by Company and approved by CDR in order to provide a first-class commercial facility operation for use by its Sublessees or Tenants.
- 1.5.2 Company may enter into a standard form Sublease (attached as Exhibit "C" hereto and made a part hereof), which has been approved by CDR, with Sublessees or Tenants. With CDR's approval, an entirely new form of standard form Sublease may be adopted for use by Company from time to time.
 - 1.5.2.1 Consistent with Section 2.2.1.3 below, Company must obtain the prior written approval of CDR for any materially adverse change to the standard form Sublease.
 - 1.5.2.2 All Subleases must be for those uses permitted in Section 1.4 (entitled USE OF PREMISES) above, and must incorporate by reference all applicable provisions of this Agreement (as reasonably determined by Company) to ensure every Sublessee's operations and conduct are in compliance with such applicable provisions of this Agreement.
- 1.5.3 Company will provide County with a copy of any rules, regulations or other standards of operation developed by Company and distributed to Sublessees and Tenants.

1.6 BUDGET APPROVAL

- 1.6.1 A written budget for each calendar year during the term of this Agreement will be prepared for all expenses related to the use, maintenance and operation of the Premises, including, without limitation, maintenance, operation, administration, leasing and other fees and expenses of any nature as follows:
 - 1.6.1.1 On or within thirty (30) days following substantial completion of the Commercial Facilities, Company and CDR will agree upon an initial budget to cover the period from the Effective Date until December 31 of the year in which the Effective Date falls.
 - 1.6.1.2 By October 15, annually, Company will prepare and submit a written budget for the following calendar year to CDR.
 - 1.6.1.3 Within thirty (30) days of receipt of the proposed budget, CDR will review and approve or disapprove the proposed budget submitted by Company.
 - 1.6.1.3.1 If disapproved on reasonable grounds, CDR will inform Company in writing of its disapproval, describing the

disapproved provisions of the proposed budget, and requesting further clarification of the budget elements. Company will respond within fourteen (14) days with verification of the budget elements or with a modified written budget, which is reasonably satisfactory to CDR. The Participating Parties agree to negotiate in good faith to resolve any conflicting issues that may arise. If CDR fails to timely respond, the proposed budget will be deemed approved and will become an Approved Budget.

1.6.1.3.2 If, however, the Participating Parties cannot agree upon the elements contained in the proposed budget or if, during the term of the following year, the parties cannot agree upon the interpretation of the intent of the Approved Budget, a neutral third party will be selected by CDR to arbitrate the disputed terms.

1.6.1.3.2.1 If, however, Company does not accept the neutral third party selected by CDR, Company will be allowed to select a second neutral party. The two selected parties will then select a third neutral party and the three together will arbitrate the disputed terms. County agrees that Company may operate under the prior year Approved Budget until the dispute is resolved. All neutral parties shall have at least five (5) years experience in commercial real estate matters and must be attorneys certified by the Nevada Court Annexed Arbitration Program.

1.6.1.3.2.2 CDR and Company agree to be bound by the decisions reached by the selected arbitrator. The Participating Parties will cause the arbitrator to make a determination within fourteen (14) days following submittal.

1.6.1.3.2.3 The Participating Parties agree that each party will bear its own costs and expenses incurred for attorney's fees, preparation and presentation costs for the arbitration process. The Participating Parties will share the cost of any third arbitrator.

1.6.1.4 The agreed upon budget will be deemed the Approved Budget for the applicable calendar year. Until a budget has been approved, the prior year's budget will be used.

- 1.6.2 Company will be entitled to expend funds in accordance with the Approved Budget during the applicable calendar year. In the event Company is over-budget on a particular line item, Company may reallocate excess funds from one line item to another line item, except that any salary line item reallocations must be approved by CDR. Any expenses not covered by the Approved Budget are subject to the reasonable written approval of CDR. In the event of emergency, Company may immediately take action necessary to complete repair and any expenses incurred by Company will be shared in accordance with the provisions of Section 1.7 (entitled RENTALS AND FEES) below.

1.7 RENTALS AND FEES

Rentals and fees for the operation of the Commercial Facilities will be as follows:

- 1.7.1 As soon as practicable following the Approval Date, Company, at its election, will obtain financing for the Commercial Facilities in accordance with the terms and conditions of Section 2.19 (entitled FINANCING) of this Agreement. Rentals and fees will be subject to such financing and completion of the Commercial Facilities as follows:
 - 1.7.1.1 The Participating Parties acknowledge that Company may be required to make an equity contribution to fund the difference between total Project Costs and the amount of financing obtained by Company.
 - 1.7.1.2 Following completion of the Commercial Facilities and once the Net Revenue from the Commercial Facilities is available, such Net Revenue will be applied to Company's equity contribution, if applicable, until such time as the amount is repaid in full together with interest at the rate of eleven percent (11%) per annum. Company will furnish documentation satisfactory to CDR showing the Total Revenues received from the Commercial Facilities and the payments applied to the equity contribution amount. Company shall not finance more than twenty percent (20%) of Pro Forma Development Costs with its equity. Notwithstanding the prior sentence to the contrary, if, following Company's reasonable efforts to obtain loans requiring not more than twenty percent (20%) equity, Company is unable to obtain such loans (on reasonable and customary terms), then, Company will be allowed to increase its equity contribution to such amounts required by its Lenders. Except as otherwise agreed by County, any amount in excess of twenty percent (20%) that is self-financed will be repaid with interest at a rate equal to the applicable loan rate (whether construction or permanent loan) plus one hundred fifty (150) basis points per annum, not to exceed eleven percent (11%) per annum.

- 1.7.1.3 The Participating Parties will acknowledge the date the equity contribution is paid in full by written notice from Company and acknowledgment by CDR.
 - 1.7.1.4 In the event of default by Company and the subsequent foreclosure and sale of the leasehold interest to an Assignee as provided in Section 2.19 (entitled FINANCING) below, and assuming County declines the right to assume the Loan (as provided in Section 2.19.11 below), the above defined rentals will be abated as described in Section 2.19.11.2 below. Following satisfaction of the Loan obligation owed to an Assignee of Lender, payment to County of the rentals and fees as described in this Section 1.7 will resume.
 - 1.7.1.5 Any additional capital required to be contributed for operation of the Property, following completion of construction of the Initial Improvements shall be contributed by Company, as an additional equity contribution, provided such capital is required to pay obligations arising under either an Approved Budget or a Sublease or reasonably required to remedy an unforeseen situation. Any such equity contribution shall be repaid as described in Section 1.7.1.2 above.
- 1.7.2 Upon the date Company's and County's equity contributions (if applicable) are paid in full, with interest, as described in Section 1.7.1.2 above, the rental for the Premises will consist of County's share of Net Revenue, as defined in Section 1.1.22 of this Agreement, calculated as follows:

Total Revenue

Less:

- a. Debt Service;
- b. Actual expenses authorized in the Approved Budget, including the cost of any Maintenance and Operations,
- c. Capital Improvement Expenditures;
- d. Management Fee;
- e. A reasonable reserve for Maintenance and Operations and Capital Improvements, or any reserve required by any Lender under any approved financing; and
- f. Repayment of equity contribution plus return on equity contribution (if applicable), as per Section 1.7 (entitled RENTALS AND FEES) above.

Equals: Net Revenue (available cash)

Distribution: 50% to County
50% to Company

- 1.7.3 On or before the twenty-fifth (25th) of each month, Company will submit a statement depicting Total Revenue received for the preceding month and allowable deductions for the Net Revenue calculation. A check for County's fifty percent (50%) share of Net Revenue will be submitted with such report.
- 1.7.4 Company will make all payments by check made payable to the Clark County Department of Aviation and deliver or mail said payments to the Clark County Department of Aviation, Harry Reid International Airport, P.O. Box 11005, Las Vegas, NV 89111 or to such other place as County may direct Company in writing.
- 1.7.5 In the event any required payment is not made by Company to County as required and remains unpaid for a period of thirty (30) days or more, County will be entitled to, and Company will pay to County, interest at the rate of eleven percent (11%) per annum on all amounts unpaid and which remain unpaid thirty (30) days past the due date. However, the County will not be prevented from terminating this Agreement for default of payments of rents, fees, or charges or from enforcing any other provisions contained herein or implied by law.
- 1.7.6 On or prior to April 30, annually, during the term of this Agreement or any extension thereof and within ninety (90) days after the expiration of the term of this Agreement, Company will provide County with a statement showing the entire preceding year's business operations, including revenue and expenses, which will be prepared in accordance with sound accounting principles. Such statement is to be prepared by Company's Certified Public Accountant and contain a written opinion as to whether the gross revenues and distribution of Net Revenue has been made in accordance with the provisions of this Agreement. Should such statements show that the amount paid during the period of review was less than that which was due, Company will immediately remit the additional amount to County. Should such statement show that Company paid County more than was due, after review and verification by CDR a credit will be issued to be applied against future Net Revenue, except that if such should be the case at the end of the last month of this Agreement, County will refund the overpayment to Company.
- 1.7.7 Subject to the extension rights set forth in Section 1.10.3.1 below, if the Initial Improvements are not completed by January 1, 2024, then Company will have the option to (1) pay flat ground rent equal to the then fair market ground rent for unimproved real estate which is: (a) subject to the same rights and interests encumbering the Premises, and (b) at this location (the "Interim Ground Rent") or (2) provide written notice to CDR to terminate this Agreement without cause or penalty. Company shall provide such notice to CDR on or before January 1, 2024. If Company elects to pay Interim Ground Rent, then such payment of Interim Ground Rent shall continue only until the completion of the Initial Improvements. Interim Ground Rent is not to be treated as a Project Cost and is due and payable in full with no deductions. Company shall bear the costs of the fees for preparation of the

appraisals. Such fees are not to be treated as a Project Cost and are due and payable in full with no deductions. Notwithstanding any language to the contrary in this Agreement, so long as Interim Ground Rent is paid, Company shall not be in material breach of this Agreement for failure to timely complete the Initial Improvements.

1.8 RECORDS AND AUDIT

- 1.8.1 Within forty-eight (48) hours of request by County, Company agrees to provide at a location in the metropolitan area of Las Vegas, Nevada, accurate books, records, and accounts of all revenues received from Company's business authorized under this Agreement. Company further agrees to make such books, records and accounts available at any time, Monday through Friday, 9:00 a.m. to 5:00 p.m. for the inspection of CDR, or such agents, employees or accountants as CDR may designate for at least a six (6) year period following the end of each annual period of this Agreement. In the event that County detects error(s) in fees in favor of County by a greater margin of one percent (1%) during such inspection, the cost of the inspection shall be borne by Company.
- 1.8.2 County will, at any time, have the right to cause an audit of the business of Company to be made by a Certified Public Accountant of County's selection and if the financial statements previously made to County by Company will be found to be intentionally understated in any respect or to be understated (either intentionally or unintentionally) by a greater margin of one percent (1%) of Company's Total Revenue for the period of review, then Company will immediately pay to County the reasonable cost of such audit, as well as the additional payments shown to be payable to County by Company. Otherwise, the cost of the audit will be paid by County.

1.9 IMPROVEMENTS, MAINTENANCE AND REPAIR BY COUNTY

- 1.9.1 County has no direct responsibility or obligation for any maintenance, repair or replacement of the leased Premises or improvements.
- 1.9.2 In connection with the Commercial Facilities, at any time and from time to time during the term of this Agreement, County agrees to, upon the written request of Company, assist Company in delivering such instruments as may be appropriate, necessary, required or desired by Company for the purpose of (a) the grant or dedication of any easement, right of way or other property right to any public entity or service corporation or for the development of the Premises, so long as such grant or dedication does not substantially impair the value of the County's fee interest in the real property underlying the Premises, or (b) the application to any governmental authority for, or the obtaining of, approvals, consents, zoning changes, conditional uses, variances, subdivision maps or the like, in each instance for the purpose of providing adequate utility services to the Premises or of permitting Company to construct the Commercial Facilities on the Premises or make any alteration or addition to the Commercial Facilities, or (c) obtaining institutional construction and

permanent financing, including such Estoppel Certificates, Subordination Agreements, and/or Non-Disturbance and Attornment Agreements, in customary form, as may be reasonably required by such Lenders.

1.10 IMPROVEMENTS, MAINTENANCE AND REPAIR BY COMPANY

1.10.1 In the operations of Company's activities within the Premises, Company will design, develop, construct, manage and maintain and repair the following:

1.10.1.1 All leasehold improvements, including but not limited to grading, fencing, paving, lighting, roadways, parking lots, drainage, structures, all applicable permits, zoning requirements as required by Company for the operation of the Commercial Facilities in the conduct of the business as authorized by Section 1.4 (entitled USE OF PREMISES) of this Agreement. Notwithstanding the assumption of any of these responsibilities by a Sublessee, Company shall remain responsible to ensure all leasehold improvements are completed in accordance with this Agreement.

1.10.2 Commencement of construction of the Initial Improvements will be as soon as all approvals are obtained following the Approval Date of this Agreement.

1.10.2.1 If Company has not commenced construction by the nineteenth (19th) month after the Approval Date, it will be a material breach of this Agreement and County will have the right of termination as defined in Section 2.15 (entitled TERMINATION BY COUNTY) of this Agreement. County agrees to give Company ninety (90) days prior written notice before executing its right to terminate this Agreement. County agrees not to exercise its right to terminate until any Lender has been given its rights to cure or foreclose on Company as provided in Section 2.19 (entitled FINANCING) of this Agreement.

1.10.3 Subject to Section 1.10.3.1 below, the date of completion of the Initial Improvements will be on or before January 1, 2024.

1.10.3.1 In the event the Initial Improvements are not completed by January 1, 2024 due to circumstances beyond the control of Company, County, through its CDR, may extend the completion of the Initial Improvements deadline for a period not to exceed six (6) months. In no event, however, will the extension period be longer than the commensurate time affected by the circumstances beyond the control of Company.

1.10.3.2 Should the deadline for completion of the Initial Improvements not be extended as provided above or if the Initial Improvements are not completed by the time frame allowed in such extension, County may declare this failure to perform a material breach of this Agreement and

County will have the right to terminate set forth in Section 2.15 (entitled TERMINATION BY COUNTY) of this Agreement. County agrees to give Company ninety (90) days prior written notice before executing its right to terminate this Agreement. County agrees not to exercise its right to terminate until any Lender has been given its rights to cure or foreclose on Company as provided in Section 2.19 (entitled FINANCING) below.

- 1.10.3.3 If, at the end of such twenty-four (24) months (as such period may be extended as provided above), Company has not completed the Initial Improvements proposed for the Premises, then Company forfeits any rights to lease and develop the remaining undeveloped portion of the Premises (the "Undeveloped Portion"). Upon ninety (90) days written notice to Company of its intent, County will have the right to enter and occupy the Undeveloped Portion. County agrees not to exercise this right until any Lender has been given its rights to cure Company's default under this Agreement or foreclose its mortgage or deed of trust, as provided in Section 2.19 (entitled FINANCING) of this Agreement. Company shall obtain a modified Exhibit "B," legal description excluding the Undeveloped Portion. Such modified Exhibit "B" will be attached hereto and made a part hereof in replacement of the current Exhibit "B" to this Agreement.
- 1.10.4 Company will construct and install the following, each of which will be considered a Project Cost:
 - 1.10.4.1 Underground utility lines and connections. Company's expense will include all connection fees or all other fees.
 - 1.10.4.2 All leasehold improvements including, but not limited to, grading, fencing, paving, lighting, roadways, parking lots, drainage and structures which are required by Company in its conduct of business as authorized under Section 1.4 (entitled USE OF PREMISES) below.
- 1.10.5 Maintenance is understood and agreed to include all janitorial services and requirements and daily routine Premises cleanup, and all dust mitigation requirements.
- 1.10.6 All improvements or alterations by Company will be in accordance with the Clark County Code, the Airport's Rules and Regulations and the Airport's Operating Directives, and all other applicable governmental rules and regulations. The shell drawings for the Initial Improvements are also subject to the prior written approval of CDR. In the event of a default hereunder by Company, Company will provide County copies of all the following documents which are in Company's possession: as-built drawings of all improvements, along with a certification of construction costs for all permanent improvements.

- 1.10.7 During the term or any extension of this Agreement, Company may, as a Project Cost with prior written approval of CDR, add to or alter the Initial Improvements at any time subject to the applicable provisions of this Section 1.10. Any such addition or alteration will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and will not weaken or impair the structural strength or reduce the value of the Premises or improvements thereon.
- 1.10.8 Company will be responsible as a Maintenance and Operation expense for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal will conform with all governmental requirements and regulations as more fully described hereinafter in Section 3.22 (entitled ENVIRONMENTAL POLICY) below.
- 1.10.9 Should Company fail to perform its maintenance and repair responsibilities, County may, but is not obligated to, provide maintenance and make repairs thereon and thereto, upon thirty (30) days prior written notice of its intent to do so; except in case of emergency for which no notice is necessary. Company shall reimburse County for any such reasonable amounts as billed, plus a twenty percent (20%) administrative fee. Company may then charge such costs to the project as a maintenance expense.
- 1.10.10 Company shall submit a site plan ("Site Plan") for the proposed Premises, including all areas that have previously been the subject of an exercise of the lease option granted in the Lease Option Agreement, to the CDR no later than the final Approval Date of this Agreement by the Board of County Commissioners. In addition, Company shall submit an updated Site Plan in connection with any proposed amendment to this Agreement.

1.11 CONSTRUCTION STANDARDS, RULES AND REGULATIONS

All Initial Improvements or alterations to the Premises by Company will be at Company's sole cost and expense, and will be done in accordance with and subject to the Harry Reid International Airport Tenant Improvement Manual, Airports Rules and Regulations, Operating Directives, and all other applicable governmental rules and regulations and building codes. Design and construction specifications and documents must be reviewed and approved by the Department of Aviation's Construction/Engineering Division prior to commencement of construction of the Initial Improvements.

Further, design and construction specifications and documents must be reviewed by County Department of Building and Zoning prior to the issuance of a building permit and will be subject to any statute, ordinance, rule or regulation of any other applicable governmental agency, department or authority whether Federal, State or local.

1.12 APPROVALS TO BE REASONABLY GIVEN

It is understood and agreed that all provisions of this Agreement which require approval by or the consent of the County or CDR, except those that are specifically noted as “sole” discretion (which still require responses in a timely manner), will receive timely response and such approvals or consents will not be unreasonably withheld, conditioned or delayed.

ARTICLE II

2.1 ASSIGNMENT

2.1.1 Company will not assign its rights or duties hereunder or any estate created hereunder, in whole or in part, except with the prior written consent of County, which consent will not be withheld unreasonable or delayed, but will be given in the event that the Assignee presented is a proper and fit person or entity, which means one having (1) demonstrated experience in the management of comparable commercial real estate properties (i.e., at least five (5) years of such management experience or a contractual relationship with a manager with such minimum experience), and (2) financial resources sufficient, in County’s reasonable business judgment, to be financially secure to perform Company’s obligations hereunder (i.e., a net worth of at least Two Million Dollars (\$2,000,000) as increased annually according to the percentage increase during the preceding year in the Consumer Price index for all urban wage earners and clerical workers [CPI-W] U.S. average all items prepared by the Bureau of Labor Statistics of the United States Department of Labor, with such increase not to exceed four percent (4%)). Further, any such assignment will be specifically subject to all provisions of this Agreement. Except as provided below in this Section 2.1.1, any assignment by Company without County’s consent is void.

2.1.1.1 Any voluntary transfer of fifty percent (50%) or more of Company’s equity interest will be deemed an assignment.

2.1.1.2 Before any assignment will become effective, the Assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term thereafter. When seeking consent to an assignment hereunder, Company will submit a copy of the document or instrument of assignment to County. Any assignment will not release Company from its obligations under this Agreement arising prior to the date of assignment.

2.1.1.3 Any transfers by the equity owners of Company or the equity owners of the equity owners of Company to each other or to other related parties for estate planning purposes will not be considered an assignment hereunder. For purposes of this Section 2.1 (entitled ASSIGNMENT), “related parties” shall mean, in the case of individuals, any persons related by blood or

marriage within the second degree of consanguinity, and in the case of legal entities, entities that control, are controlled by or are under common control with each other. Company shall notify CDR, in writing, of any such actions.

2.2 SUBLEASING

Company will not sublease, rent to, or permit any persons, firms or corporations to occupy any part of the leased Premises without having first complied with the following terms and conditions:

2.2.1 Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the Premises as authorized under this Agreement and subject to the provisions of this Agreement.

2.2.1.1 Consistent with Section 1.5.2 above, all Subleases are to be entered into using the standard form agreement attached hereto as Exhibit "C;" provided, however, that in the course of negotiating the final terms of a particular Sublease, Company may make commercially reasonable revisions and modifications to the standard form agreement as required to consummate the transaction, subject to the terms of Section 2.2.1.3 below.

2.2.1.2 Any arrangements for the leasing of space which are not based on the use of the standard form agreement approved in accordance with Section 1.5.2 above must receive the prior written approval of CDR.

2.2.1.3 CDR must approve any materially adverse change to the standard form of Sublease agreement. For purposes of this Section 2.2.1.3, the term "materially adverse change" shall mean any change to the form of Sublease attached hereto that would amend those provisions (a) dealing with the obligations of a Sublessee to comply with the pertinent provisions of this Agreement, or (b) which incorporate by reference any of the terms and provisions of this Agreement.

2.2.2 All Subleases of Company will be subject to all terms and conditions of this Agreement.

2.3 ATTORNMEN

2.3.1 In the event Company ceases to be a party to this Agreement and perform its obligations hereunder to County, other than by a transfer of interest and novation approved in writing by County, all Sublessees will recognize County as the successor to Company, and render performance hereunder to County as if the Sublease were executed directly between County and the Sublessees; provided, however, County agrees that so long as Sublessees are not in default, County agrees to provide quiet

enjoyment to the Sublessees and County agrees to be bound by all of the terms and conditions of such Sublease. County shall execute a separate Subordination, Non-Disturbance and Attornment Agreement if so required by any Sublessee.

2.3.2 All Subleases of Company will provide that:

If by reason of a default on the part of Company as lessee in the performance of the terms of the provisions of the underlying Agreement, the underlying Agreement and the leasehold estate of Company as lessee thereunder is terminated by summary proceedings or otherwise in accordance with the terms of the underlying Agreement, all Sublessees will attorn to County and recognize County as lessor; provided, however, County agrees that so long as such Sublessees are not in default, County agrees to provide quiet enjoyment to the Sublessees and to be bound by all the terms and conditions of such Sublease.

2.3.3 In the event this Agreement is terminated for any reason, all Sublessees will be liable to County for their payment of rents and fees.

2.4 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties and its respective heirs, personal representatives, successors, or assigns, as the case may be. All covenants and conditions of this Agreement will extend to and bind the legal representatives, successors, and assigns of the respective parties and all agreements with assignees or subtenants will include all provisions contained in this Agreement.

2.5 CONTROL OF PERSONNEL

Company will, in and about the leased Premises, exercise reasonable control over the conduct, demeanor and appearance of its employees, agents and representatives and the conduct of its contractors and suppliers. Upon objection from CDR to Company concerning the conduct, demeanor or appearance of such persons, Company will, within a reasonable time, remedy the cause of the objection.

2.6 SIGNS AND/OR WORKS OF ART

2.6.1 Company will not erect, install, operate, nor cause or permit to be erected, installed, or operated upon Airport property (other than the Premises), any signs or other similar advertising devices for its own business.

2.6.2 Any identifying signs erected, installed, operated or attached to the leased Premises will require the prior written approval of CDR, which will not be unreasonably withheld, and must comply with all applicable laws, rules and regulations, pursuant to Section 3.21.2 below. Such approval may consider and provide conditions

concerning factors including, but not limited to, size, type, content, and method of installation.

- 2.6.3 Company will not commission, install or display any work of art without the prior written approval of CDR and without a full written waiver by the artist of all rights under the Visual Arts Rights Act of 1990, 17 U.S.C. Sections 106A and 113.

2.7 ENTRY AND INSPECTION OF PREMISES

County, its authorized officers, employees, agents, contractors, subcontractors or other representatives will have the right to enter upon the Premises for the following reasons by providing at least two (2) business days prior written notice and while accompanied by a representative of Company (except in an emergency, in which case County will provide concurrent or reasonable subsequent notice specifying the nature of the emergency and the need for immediate entry).

- 2.7.1 To inspect at reasonable intervals during regular business hours (or any time in case of emergency) to determine whether Company has complied and is complying with the terms and conditions of this Agreement.
- 2.7.2 For the purpose of inspecting the Premises and for fulfilling County's obligations hereunder, provided however, that such entry will be at such times and in such manner as to not unreasonably interfere with the operations of Company or its Sublessees. County may, however, enter at any time for emergency repairs or maintenance without responsibility to Company for loss of business.

No such entry by or on behalf of County upon the Premises will cause or constitute a termination of this Agreement nor be deemed to constitute an interference with the possession thereof nor constitute a revocation of or interference with any of Company's rights in respect thereof for exclusive use of the leased Premises.

The inspections contemplated by the parties to this Agreement, pursuant to this Section, are for the sole benefit of the parties. No benefit to any third party is contemplated nor intended.

2.8 INTENTION OF PARTIES

This Agreement is intended solely for the benefit of County and Company and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large, except for those provisions of this Agreement specifically applicable to and for the benefit of a Lender. Any work done or inspection of the Premises by County is solely for the benefit of County and Company.

2.9 LIENS

Company and Company's Agents shall take or cause to be taken all steps that are required or

permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should Company cause any improvements to the Premises, Company shall cause any contract with any contractor, designer, or other person providing work, labor, or materials to the Premises to include the following clause:

“Contractor agrees on behalf of itself, its subcontractors, suppliers, and consultants and its respective employees, that there is no legal right to file a lien upon County-owned property and will not file a mechanic’s lien or otherwise assert any claim against County on account of any work done, labor performed or materials furnished under this contract. Contractor agrees to indemnify, defend and hold County harmless from any liens filed upon County’s property and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor’s sole cost.”

- 2.9.1 Should any lien be placed on the Premises or any improvements thereon, Company will cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Company or any of its contractors or subcontractors upon Company’s Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, Company will bond against or discharge the same within thirty (30) days after written request by the CDR. The cost of bonding against or discharging any such liens relating to the construction or installation of Commercial Facilities shall be a Project Cost.
- 2.9.2 Company agrees to indemnify, defend and hold County harmless from any liens filed upon the Premises and shall promptly take all necessary legal action to ensure the removal of any such lien at Company’s sole cost.
- 2.9.3 For any improvement upon the Premises, Company shall comply with the requirements of NRS §108.234, NRS §108.2403 and NRS §108.2407. Company shall prepare and deliver to County, a Notice of Non-Responsibility as required by NRS Chapter 108. Company shall post in a conspicuous location at the Premises a Notice of Non-Responsibility for the benefit of County. Company’s contractors may not enter the Premises to begin construction of any improvements, or preparation for the same, until Company has delivered evidence satisfactory to County that Company has complied with the terms of this Section and NRS Chapter 108.

2.10 TAXES, LICENSES AND PERMITS

Company will promptly, as a Project Cost, pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation and lease of Premises hereunder, including any real property taxes. Company shall not be responsible for any of County’s franchise, inheritance, income or other tax levied on County or County’s right to receive income from

the Premises. Company may elect, however, at its own cost and expense to contest any such tax, excise, levy or assessment. Company will keep current municipal, state or local licenses or permits required for the conduct of its business.

2.11 INDEMNITY

Company agrees to indemnify and hold County forever harmless from and against all liability, loss, demand, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorney fees) imposed upon County by reason of injuries or death of persons (including wrongful death) and damages to property caused during and because of Company's use or occupancy of Airport property or the leased Premises or any actions or non-actions of Company, its officers, employees, agents, or other representatives, including movement of vehicles, provided, however, that such indemnity will not apply as to any negligent act or omission of County, its employees, agents or representatives.

2.12 INSURANCE AND BONDS

2.12.1 Bond Requirements: Prior to the commencement of any construction or installation of any improvements, Company shall provide to County all applicable construction bonds as required herein including the following.

2.12.1.1 Company shall provide and maintain construction bonds or establish a construction disbursement account in accordance with §NRS 108.2403 and the Airport Tenant Improvement Manual.

2.12.1.2 Company will require its contractor(s) to furnish and maintain the following contract bonds covering the construction of improvements or alterations on the Premises:

2.12.1.2.1 Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract price.

2.12.1.2.2 Payment and Performance Bond in the amount of one hundred percent (100%) of the contract price.

2.12.1.3 The bonds referred to in this Section above will be written on the Payment and Performance Bond and Labor and Material Payment Bond and Guaranty Bond forms approved by CDR.

2.12.1.4 Company will require its contractor to require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

2.12.1.5 Bonds may be secured through the contractor's usual sources provided the Surety is authorized and licensed to do business in the State of Nevada.

- 2.12.1.6 Any Labor or Material Payment Bond, Performance Bond, or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as required by NRS §680A.300.

2.12.2 Insurance

- 2.12.2.1 Prior to the commencement of any improvement or equipment installation on or about the Premises, Company will require that its construction contractor procure and maintain insurance for such construction and installation naming both Company and County as an insured. Each contractor and subcontractor shall procure and maintain until all of their obligations are satisfied. Such insurance will provide coverage and limits as are determined customary in the industry by CDR.

- General Liability on an “occurrence” basis only
- Automobile Liability
- Builder’s Risk equal to the maximum probable loss covering the project and all materials and equipment.

- 2.12.2.2 Company’s (or its Contractor’s) insurance will be primary as respects County and Company, their officers, employees and volunteers acting as agents of County (hereinafter referred to as “volunteers”). Any other coverage available to County, its officers, employees and volunteers will be excess over the insurance required by the contract and shall not contribute with it.

- 2.12.2.3 Company will maintain worker’s compensation in the amounts and form as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Certificates evidencing the valid, effective insurance policies will be provided to and kept on file with CDR.

- 2.12.2.4 Company will keep insured with responsible insurance underwriters any improvements constructed by it upon and within the leased Premises to the extent of not less than one hundred percent (100%) of such improvements full insurable value using the all risk form of protection as acceptable to CDR. Company will be responsible for insuring against any rental protection resulting in loss of income or extra expense to Company.

- 2.12.2.5 Company will obtain and keep in full force and effect a policy(s) of general liability on an “occurrence” basis only and not “claims made.” The coverage must be provided either on ISO Commercial General Liability form, an ISO Broad Form Comprehensive General Liability form, or equivalent, approved by CDR and Company. Any exceptions to coverage must be fully disclosed on the required Certificate. If other than these

forms are submitted as evidence of compliance, complete copies of such policy forms will be submitted to CDR within ten (10) days after notice to Company. Policies must include, but need not be limited to, coverage's for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors, with no exclusions of coverage for liability resulting from the hazards of explosion, collapse, and underground property damage.

Company will maintain limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury (including death), personal injury and property damage.

2.12.2.6 Company will furnish Automobile Liability coverage for claims for damage because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Company will maintain limits of no less than one million dollars (\$1,000,000) combined single limit "per accident" for bodily injury and property damage.

2.12.2.7 All required insurance coverage as stated in this Section 2.12.2 will be evidenced by a current Certificate(s) of Insurance. County shall have the right from time to time, on not less than ten (10) days notice, to require Company to increase the amount or type of coverage required to be maintained under this Agreement. Such Certificates will include, but will not be limited to, the following:

2.12.2.7.1 All Certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.

2.12.2.7.2 Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. If the insurance company providing the coverage has a Best rating of less than A-/VIII, the adequacy of the insurance supplied by Company (or its contractor), including the rating and financial health of each insurance company providing coverage, is subject to the approval by CDR. Such approval will not be unreasonably withheld.

2.12.2.7.3 Company (or its contractor) will furnish renewal Certificates for the required insurance during the period of coverage required by this Agreement. Company (or its contractor) will furnish renewal Certificates for the same minimum

coverage's as required in this Agreement. If such certificate(s) are not provided in a timely manner, CDR may declare Company (or its contractor) in default of its obligation under this paragraph, subject to the cure rights contained in Sections 2.15.2 and 2.19 below.

- 2.12.2.7.4 County, its officers, employees and volunteers must be covered as additional insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this Agreement. All property insurance policies will contain a waiver of subrogation clause in favor of Clark County.
- 2.12.2.7.5 Each insurance policy supplied by Company (or its contractor) must be endorsed to provide that the amount of coverage afforded to County by the terms of this Agreement will not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail.
- 2.12.2.7.6 Any deductible, as it relates to coverage provided under this Agreement, will be fully disclosed on the Certificates of Insurance. Any deductible provided will be reasonable and customary for this type of risk.
- 2.12.2.7.7 If aggregate limits are imposed on the insurance coverage, then the amounts of such limits must be not less than two million dollars (\$2,000,000) per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Company's insurer must notify CDR of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate. A modification of the aggregation limitation may be permitted if it is deemed necessary and approved by CDR and Company.
- 2.12.2.8 If Company fails to maintain any of the insurance coverage's required herein, then County will have the option to declare Company in breach, subject to the cure rights contained in Sections 2.15.2 and 2.19 below, or CDR may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage's may be maintained. Company is responsible for any expenses paid by County to maintain such insurance and County may collect the same from Company.

2.12.2.9 The insurance requirements specified herein do not relieve the Company (or its contractor) of its responsibility or limit the amount of its liability to the County or other persons and the Company is encouraged to purchase such additional insurance as it deems necessary.

2.12.2.10 Company (or its contractor) is responsible for and must remedy all damage or loss to any property, including property of County, caused in whole or in part by Company or its contractor, any subcontractor or anyone employed, directed or supervised by Company. Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement.

2.13 FIRE PROTECTION

From time to time and as often as reasonably required by County, Company will conduct appropriate tests of any fire extinguishing apparatus located on the Premises. Company or its Sublessees will keep in proper functioning order all fire fighting equipment located on the Premises.

2.14 DAMAGE AND DESTRUCTION

In the event of damage, destruction, or substantial loss which materially impairs Company's ability to operate or loss to any improvements constructed upon the Premises, by any cause, which damage, destruction or loss is not capable of being repaired within sixty (60) days, Company will have the option to terminate this Agreement which option will be exercisable by written notice to County within ninety (90) days after the occurrence of such event. Any such termination by Company shall require the prior written consent of any Lender. In the event Company elects to terminate this Agreement based upon such damage, destruction, or substantial loss and Company or its employees or agents cause such damage, destruction or substantial loss to occur, Company will be liable for and will pay for all cleanup or demolition of the Premises necessary to make the Premises ready for repair, replacement, restoration or rebuilding which is not otherwise covered by insurance. In the event Company does not exercise such option, or in the event said damage, destruction or loss is capable of being repaired within sixty (60) days, then Company will promptly repair, replace, restore or rebuild said improvements.

2.15 TERMINATION BY COUNTY

2.15.1 Default by Company

Company will be considered in default as lessee under this Agreement in the event of any one or more of the following occurrences:

- 2.15.1.1 The liquidation under federal bankruptcy statutes which causes the discontinuance of the fulfillment of any required provision of this Agreement by Company.
- 2.15.1.2 Company fails to pay the rental charges or other money payments required by this Agreement when the same are due and the continuance of such failure for a period of ten (10) days after written notice thereof from CDR to Company.
- 2.15.1.3 Company voluntarily abandons any of the Premises leased or assigned to it or discontinues the conduct and operation of its business at the Premises.
- 2.15.1.4 Company will be considered in default of this Agreement if Company fails to fulfill any of the other terms, covenants, or conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days unless cured as provided below.

2.15.2 Cure

Company will be considered in default of this Agreement if Company fails to fulfill any of the terms, covenants, or conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days (except failure to pay rental charges as described in Section 2.15.1.2 above) after delivery by CDR of a written notice of such breach or default, except if the fulfillment of its obligation requires activity over a period of time, and Company will have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.15.3 Termination For Default By Company

Subject to the lender protection provisions of Section 2.19 (entitled FINANCING) below, if default is made by Company as described in Section 2.15.1 or 2.15.2 hereinabove, and such default is not cured as provided in such sections, County may elect to terminate this Agreement with thirty (30) days' written notice to Company.

- 2.15.3.1 If County elects to terminate this Agreement, it will in no way prejudice the right of action for rental arrearages owed by Company.
- 2.15.3.2 In the event of any termination for default by Company, County will have the right to enter upon the Premises and take possession of same. Redelivery and disposal of improvements will be as described in Section 2.18 (entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION) of this Agreement.

2.16 TERMINATION BY COMPANY

2.16.1 Default By County

County will be considered in default as lessor under this Agreement if County fails to fulfill any of the terms, covenants or conditions set forth in this Agreement if such failure shall continue for a period of more than thirty (30) days after delivery by Company of a written notice of such breach or default.

2.16.2 Cure

County will not, however, be considered in breach of this Agreement if the fulfillment of its obligation requires activity over a period of time and County has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.16.3 Termination For Default By County

If default is made by County as described in Section 2.16.1 above, Company may elect to terminate this Agreement with thirty (30) days' written notice to County.

2.16.3.1 In the event of the termination for default by County, redelivery and disposal of improvements will be as described in Section 2.18 (entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION) of this Agreement.

2.16.3.2 In the event of any termination for default by County, it will in no way prejudice the right of action for rental arrearages owed by Company.

2.16.3.3 Company reserves the rights to any remedies it may have at law or in equity arising from County's breach of this Agreement.

2.17 WAIVERS AND ACCEPTANCE OF FEES

2.17.1 No waiver of default by either party hereto of any of the terms, covenants or conditions hereof to be performed, kept or observed will be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, conditions herein contained to be performed, kept and observed. Neither party hereto may waive any provisions regarding Lender's rights without such Lender's prior written consent.

2.17.2 No acceptance of fees or other money payments in whole or in part for any period or periods during or after default of any of the terms, conditions or covenants to be performed, kept or observed by Company will be deemed a waiver on the part of County of its right to terminate this Agreement on account of such default.

- 2.17.3 Subject to the cure rights contained in Section 2.15.2 above and in Section 2.19 below, no acceptance of fees or other money payments in whole or in part for any period or periods during or after default of any of the terms, conditions or covenants to be performed, kept or observed by County will be deemed a waiver on the part of Company of its right to terminate this Agreement on account of such default.

2.18 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION

- 2.18.1 Company covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender such leased Premises in good repair and condition, excepting reasonable wear and tear, acts of God, the public enemy or the action of the elements.
- 2.18.2 Upon termination of this Agreement howsoever caused, County will require Company to remove from the leased Premises, within thirty (30) days of termination, all equipment, trade fixtures and personal property belonging to Company.

For purposes of this Section 2.18.2, the words "equipment, trade fixtures and personal property" will include, but not be limited to, signs (electrical or otherwise) used to advertise or identify Company's business, all equipment used in connection with the conduct of its business whether or not such equipment is attached to the Premises; any other mechanical device; and all other miscellaneous equipment, furnishings and fixtures installed on or placed on or about the leased Premises and used in connection with Company's business thereon.

- 2.18.3 Upon termination of this Agreement, howsoever caused, County will have option to require either of the following by giving written notice prior to the date of termination:
- 2.18.3.1 Company will, commencing within thirty (30) days following the termination date, remove all or part (as determined by CDR) of the permanent improvements made to or placed upon the Premises by Company. Company agrees that it will use due diligence in completing the removal as may be required herein.
- 2.18.3.2 Company will leave in place all or part, as determined by CDR, of the permanent improvements whereupon title and ownership will pass from Company and vest in County without any further consideration required from County. Company agrees that it will immediately provide any transfers of title to County as may be required.
- 2.18.3.3 If no written notice is received by Company from County prior to termination of this Agreement pursuant to this Section 2.18.3, Section 2.18.3.2 above will apply.

For purposes of this Section 2.18.3, the words “permanent improvements” means all property of Company upon the Premises which will include, but not be limited to, paving, buildings, structures and related appurtenances, wall coverings, carpeting, draperies and light fixtures.

2.19 FINANCING

2.19.1 Notwithstanding anything to the contrary contained in this Agreement, Company will have the right at any time during the term hereof to execute and deliver to any or all of its Lenders any documents which will operate as collateral security for any Loan or Loans made, even if such document or documents result in a form or type of conveyance or assignment of the leasehold interest demised hereunder. It is hereby agreed that Company or any such Lender(s) will have the right to immediately record such document or document(s) with an appropriate public official or officials. Company agrees that copies of all such documents of conveyance or assignment as contained in this Section 2.19 will be provided to CDR forthwith. Any financing arrangement which hypothecates any interest of Company in or under this Agreement or any conveyance or assignment to be made by Company of any interest in or under this Agreement must have the prior written consent of CDR which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Company will have the right to refinance the outstanding principal balance of any previously approved Loan with any institutional lender at prevailing market interest rates without County’s consent, provided, in the case of an existing term loan, such refinancing does not exceed the remaining original amortization period of the previously approved Loan. County’s consent to the initial or subsequent assignments to a Lender or purchaser will be in accordance with Section 2.1 (entitled ASSIGNMENT) of this Agreement. Any Lender which will succeed to Company’s interest hereunder will so succeed subject to all the terms and conditions of this Agreement.

2.19.2 County will deliver to any such Lender written notice of any default of Company under the terms of this Agreement and said notice will specify the nature of the default. Before terminating this Agreement, County will allow such Lender to cure or commence to cure any default of Company in accordance with Sections 2.15.2 above and this Section 2.19. The time period to cure any default of Company will commence when said notice is delivered to Lender. Lender and any person designated by Lender shall have and are hereby granted the right to enter upon the Premises at any time and from time to time for the purpose of taking any cure action as described herein. In the event Company fails to timely cure a default after receipt of written notice and expiration of any applicable cure period, County agrees to provide any Lender with a second written notice and provide such Lender with an additional thirty (30) day cure period. County will not have the right to exercise any remedies under this Agreement so long as Lender is diligently prosecuting to complete a cure of any default. If such default is of a nature which is incapable of being cured by Lender, County agrees not to exercise its remedies arising from such

default if (a) Lender notifies County in writing within such thirty (30) day cure period that Lender intends to foreclose its mortgage and Lender commences and diligently pursues such foreclosure; and (b) Lender makes all payments due by Company under this Agreement through the date of foreclosure, to the extent the amount of such payments can be ascertained by Lender.

2.19.3 Any default by Company in the payment of money as required under the terms of this Agreement may be cured by Lender in accordance with the terms of Sections 2.15.2 of this Agreement (and subject to the notification and cure provisions of this Section 2.19), and County will accept any such payment or cure from such Lender during the term of Lender's Loan to Company.

2.19.3.1 Should Company default under the terms of this Agreement and should the default be such that it cannot be cured by the payment of money, County will accept payments of rent from such Lender and this Agreement will not terminate, but will remain in full force and effect, pending Lender's cure of such default within the time periods described herein or resort to foreclosure or sale proceedings under its deed of trust or other security instruments.

2.19.4 Notwithstanding the provisions of Section 2.19.3.1 above, should Company default under the terms of this Agreement and should the default be such that it cannot be cured by the payment of money and the default (in the sole judgment of the CDR) affects the security or safety of the Premises and if Company's Lender does not wish this Agreement to terminate, then upon written notice from County such Lender will have the option to cure immediately or to commence to cure the default in accordance with Section 2.15.2 of this Agreement. However, if the nature of the default requires action before the cure time specified in Section 2.15.2 above, the CDR may elect to cure the default. County will then present for payment to Company and Lender a detailed and itemized invoice of County's reasonable expenses incurred in curing the default.

2.19.5 Subject to the rights of a Lender as otherwise set forth in this Section 2.19 (including, without limitation, those contained in Section 2.19.13 below), and notwithstanding any other provisions of this Agreement, provided that either Company or Lender pays the full amount of the invoice described in Section 2.19.4 above within thirty (30) days following receipt, this Agreement will not terminate sooner than one (1) year from the date of County's notice of default to Company and Lender, pending such Lender's resort to any foreclosure or sale proceedings under its deed of trust or other security instrument.

2.19.6 If any default has been cured by a Lender or Assignee, County agrees that upon completion of any foreclosure proceedings or sale under the deed of trust or other security securing the Loan, or upon delivery of a deed in lieu of foreclosure, Lender or Assignee at such sale or any heir, successor, or Assignee subsequent to such sale

will be recognized by County as the lessee under the terms of this Agreement for all purposes for the remaining term hereof, subject to County's approval of such Assignee, to the extent such approval is required in Section 2.19.11.1 below. The leasehold interest of Lender or such Assignee will not be adversely affected or terminated by reason of any non-monetary default occurring prior to the completion of such proceedings or sale, provided such default has been promptly remedied, or if such default requires possession to cure, provided such Lender promptly commences to cure upon taking possession of the Premises.

2.19.7 Such Lender will not become personally liable under the terms and obligations of this Agreement unless and until it assumes the obligations and is recognized by County as lessee under this Agreement and will be liable only so long as such Lender maintains ownership of the leasehold interest or estate and recourse to such Lender shall be limited solely to Lender's interest in the Premises.

2.19.8 Within thirty (30) days after a written request by Company or any Lender (but not more than once in any calendar year, except in case of a proposed financing or refinancing), County, through its CDR, will execute, acknowledge and deliver to Company or such person or entity as Company designates, a certificate stating:

- a. that this Agreement is the only agreement between County and Company concerning the leased Premises and is unmodified and in full force and effect in accordance with the terms (or if there have been modifications, that this Agreement is in force and effect as modified, and identifying the modification agreements, or if this Agreement is not in full force and effect, that it is not);
- b. the commencement and expiration dates of this Agreement and the date to which rental has been paid to County under this Agreement;
- c. whether or not there is an existing default by Company in the payment of rental or any other sum of money under this Agreement, and whether or not there is any other existing default by either party under this Agreement with respect to which a notice of default has been served, and if there is such a default specifying its nature and extent;
- d. whether or not there are any set-offs, defenses or counterclaims against enforcement of the obligations to be performed by County under this Agreement; and
- e. such other information that a Lender or Assignee may reasonably require.

2.19.9 The bankruptcy or insolvency of Company will not operate or permit County to terminate this Agreement as long as all rent or other monetary payments required to be paid by Company continue and other required obligations are performed in accordance with the terms of this Agreement. In the event that County or Company

terminates this Agreement, whether as a result of the rejection of this Agreement pursuant to the federal Bankruptcy Code or otherwise, then, provided that Lender has cured any monetary defaults under this Agreement, and provided further that County has not elected to assume any Loan obligations, as provided in Section 2.19.11 below, Lender shall have the right within thirty (30) days after termination of this Agreement to request in writing a new lease, in which case County shall execute a new lease covering the Premises for the remaining term under same terms and conditions as set forth herein.

2.19.9.1 The rejection of this Agreement by a trustee-in-bankruptcy of County shall not affect or impair the lien of any mortgage or deed of trust in favor of Lender or Lender's rights with respect to this Agreement. In addition to the leasehold estate created hereunder in favor of Company and all other interest specified in any mortgage or deed of trust in favor of Lender, the lien of such mortgage or deed of trust shall attach to, and shall encumber Company's right to use and possession of the Premises if a trustee-in-bankruptcy of County rejects this Agreement. This Agreement shall not be treated as terminated by reason of County's rejection of this Agreement pursuant to Subsection 365(h)(1) of the federal Bankruptcy Code without Lender's prior written consent, and any such purported termination without Lender's prior written consent shall be null and void and of no force and effect.

2.19.10 To the extent any of the terms of this Agreement are inconsistent with the terms of this Section 2.19, this Section 2.19 will control.

2.19.11 Any uncured material default by Company under any approved financing will be deemed a default under this Agreement. Such default, however, will be deemed and treated by County as a default not curable by Lender in accordance with Section 2.19.2 of this Agreement. In the event of any default by Company under any approved financing, the County reserves the right to assume the financing obligation of Company under the Loan before Lender resorts to any foreclosure or sale proceedings under its deed of trust or other security instrument.

2.19.11.1 Following any foreclosure, deed in lieu of foreclosure, or other transfer in full or partial satisfaction of Lender's Loan (a "Foreclosure Transfer"), County shall recognize Lender or any Lender Affiliate (defined below) designated by Lender as an Assignee (in either case, a "Permitted Assignee"). Such Permitted Assignee shall be the ground lessee under this Agreement without further consent or approval by County. In the event of a proposed assignment to an Assignee other than a Permitted Assignee, whether in connection with a Foreclosure Transfer or any subsequent assignment of the leasehold interest evidenced by this Agreement made by a Permitted Assignee (who shall have obtained such interest through a Foreclosure Transfer), County

shall have the right to reasonably approve such Assignee as provided in Section 2.1.1 above. As used in this Section 2.19.11.1, "Lender Affiliate" means a corporation, limited liability company or other entity which controls, is owned or controlled by, or is under common ownership or control with such Lender and such Lender has a net worth of at least Twenty Million Dollars (\$20,000,000).

- 2.19.11.2 In the event Lender gives County forty-five (45) days' notice of a default by Company under any approved Loan and County declines the right to assume the financial obligation of Company under the Loan, the parties agree that the Permitted Assignee will be permitted to consider the total unpaid balance of the existing Loan on the date of either (a) Permitted Assignee's assumption of this Agreement through foreclosure sale, or (b) if through a deed or assignment in lieu of foreclosure, on the date of the recording of such deed or instrument of assignment, as the equity contribution of such Permitted Assignee. Such equity contribution balance will be repaid upon the terms and in the manner provided in Section 1.7.1.2 above, as if such equity contribution had been made by Company.

In the event of a proposed assignment to an Assignee other than a Permitted Assignee, whether in connection with a Foreclosure Transfer or any subsequent assignment of the leasehold interest evidenced by this Agreement made by a Permitted Assignee (who shall have obtained such interest through a Foreclosure Transfer), such Assignee will be permitted to consider only the initial acquisition price (net of any debt secured by the ground leasehold interest in the Premises) as the equity contribution (and any equity contribution balance of the Lender or Lender Affiliate will be disregarded and will not transfer to such other Assignee). Such equity balance to be repaid from all available Net Revenue with interest at a rate equal to an interest rate typical for comparable loans in this market until such time as such Assignee's total acquisition price is fully recovered.

Notwithstanding the above, if any Permitted Assignee or any subsequent third-party Assignee makes an equity contribution to the Premises pursuant to Section 1.7.1.5 above, then such equity contribution will be repaid upon the terms and in the manner provided in Section 1.7.1.2 above, as if such equity contribution had been made by Company.

- 2.19.11.3 Subject to County's right to assume the financing obligations of Company under the Loan, before Lender resorts to any foreclosure or sale under this Section, in the event of a default under Lender's mortgage or deed of trust, Lender or Lender's Affiliate shall have the

right, after giving notice to County, to oust Company and take possession of the Premises in accordance with the terms of Lender's mortgage or deed of trust. Such ouster shall not constitute a termination of this Agreement, but shall be deemed an exercise of the assignment of this Agreement to Lender or Lender Affiliate, which assignment shall not require any further consent or approval by County.

- 2.19.11.4 Notwithstanding the above provisions of this Section 2.19 (entitled FINANCING) to the contrary, the following shall apply: (1) In the event any Lender forecloses and either a purchaser at the foreclosure sale or a subsequent assignee of such Lender acquires the leasehold estate under this Agreement, then, subject to any right by County to approve such purchaser or Assignee as provided in this Agreement, such purchaser or Assignee shall pay the same rental amount that would have been payable by Lender; (2) any Lender shall have the right to commence, but not complete foreclosure during the forty-five (45)-day period available to County to notify Lender that County shall assume the Loan (as provided in Section 2.19.11.2 above); and (3) if County assumes the Loan, County shall not take or permit any action to terminate this Agreement or merge the ground leasehold estate into the fee estate prior to payment of all obligations owing in connection with the Loan. For purposes of this Section, "ground leasehold estate" shall mean the leasehold estate granted to Company by County pursuant to this Agreement.
- 2.19.12 Any mortgage, lien, encumbrance or deed of trust placed by County on the fee title to the Premises shall be subordinate to this Agreement (and any replacement to or amendment of this Agreement), any mortgage or deed of trust encumbering the leasehold estate in favor of Lender, and all Subleases, whenever arising. County shall obligate the holder of any such fee mortgage, encumbrance, or deed of trust to execute and acknowledge any documentation requested in writing by Company or any Lender to confirm such subordination.
- 2.19.13 In connection with Lender's cure rights in this Section 2.19, any Lender shall be allowed sufficient time necessary to complete any foreclosure action, including delays due to official restraint (including by law, process or injunction issued by a court), so long as such Lender is making payments required by this Agreement which can be reasonably determined prior to acquiring the Company's interest under this Agreement. Lender shall have the right to terminate foreclosure proceedings at any time if Company has cured all defaults under any Loan from Lender.
- 2.19.14 So long as the mortgage or deed of trust in favor of a Lender is in effect, there shall be no merger of the leasehold estate created by this Agreement into the fee simple estate in the Premises without the prior written consent of such Lender.

- 2.19.15 Any Lender shall have the right to participate in any settlement or adjustment of losses under insurance policies maintained by Company under this Agreement. Such Lender shall be named as a loss payee or additional insured, as applicable, in accordance with any Loan documents executed by Company, under the insurance policies required under this Agreement. In the event any proceeds of such insurance policies are to be distributed, County and Lender agree to be bound by the provisions of the Loan documents executed by Company in favor of Lender and approved by CDR concerning distribution of insurance proceeds.
- 2.19.16 In the event of partial taking of the Premises by condemnation, if, in the opinion of County and Lender, the remainder of the Premises are suitable for continued operation, this Agreement shall not terminate in regard to the portion not taken. In the event of a partial or total taking of the Premises by condemnation, County and Lender agree (a) to be bound by the provisions of the Loan documents executed by the Company in favor of Lender concerning condemnation process and proceeds, including the right of Lender to recover from such condemnation proceeds an amount up to the then unpaid balance of its Loan and (b) that Lender shall have the right to participate in any condemnation proceedings as set forth in Section 2.20 (entitled RECOVERY OF PREMISES).
- 2.19.17 Whenever in this Agreement, Company shall have the right to request any information, statements, documents, or anything else whatsoever from County, Lender shall have the right to request the same from County, and such information, statements, documents and other requested material shall thereafter be given to Lender as if Company had requested the same. In addition, County shall furnish Lender with copies of all notices of default and notices of intent served on Company under this Agreement concurrently with any delivery to Company. Such notices shall not be deemed delivered to Company until they are delivered to Lender.
- 2.19.18 In the event Lender succeeds to title to Company's leasehold estate through foreclosure or otherwise, all Subleases of the Premises shall run directly to Lender and all such Sublessees shall attorn and be permitted to attorn to Lender as the successor sublessor and perform their obligations to Lender as successor to Company under this Agreement as if the Sublease were executed directly between Lender and the Sublessee. Provided County has elected not to assume the financing obligations of Company under the Loan as provided in Section 2.19.11 of this Agreement, County hereby agrees to subordinate County's own attornment rights with respect to any such Sublessee contained in this Agreement to the attornment rights of Lender.
- 2.19.19 County agrees to notify Lender and Company of any assignment, transfer, conveyance or sale of County's interest in this Agreement and/or the fee interest in

the Premises and will furnish Lender and Company with the name and address of such assignee, transferee, grantee or buyer.

- 2.19.20 Lender shall have the right to participate in any arbitration proceedings in connection with any matter under this Agreement materially affecting Lender's interest as set forth in Section 1.6 above. Notwithstanding the foregoing, Lender shall not participate in any arbitration related to a proposed annual operating budget, as set forth in Section 1.6 above.

2.20 RECOVERY OF PREMISES

- 2.20.1 County may, in its unlimited discretion, at any time during the term of this Agreement or any extensions thereof, recover all or any part of the Premises for other Airport or public uses (except for commercial facilities purposes). Prior to the exercise of this power of recovery, County agrees to give Company one (1) year's prior written notice of its intention to exercise this power.

- 2.20.1.1 In the event of such recovery of the Premises by County (or other condemnation or recovery of all or substantially all of the Premises) during the first thirty (30) years of this Agreement, County will pay to Company an amount equal to the greater of either (i) all amounts outstanding under any Loan or under Loan documents approved by County pursuant to Section 2.19 above, or (ii) the sum of all unreimbursed equity contribution and related interest due to Company plus fifty percent (50%) of the value of the improvements (excluding land, Company unreimbursed equity, the existing approved Loan balance, if any, and any amounts paid by County pursuant to Section 2.20.1.1.1 below) as determined by a competent real estate appraiser acceptable to Company and CDR.

- 2.20.1.1.1 Upon notice from Company, or, in the event of a total recovery, upon notice from Company's Lender, County will pay to Company's Lender all sums due to Lender under the approved Loan documents evidencing and securing the Loan secured by the improvements on the Premises. Notwithstanding and in replacement of the foregoing, if Lender or approved Assignee of Lender has succeeded to the interest of Company, and the outstanding Loan has been repaid, County shall pay Lender the amount which was due Lender on the date of foreclosure or transfer of title (or to such approved Assignee the amount Assignee paid Lender to assume this Agreement), and an amount equal to any costs incurred by Lender or such Assignee to cure Company's defaults under this Agreement or to otherwise comply with Company's obligations under this Agreement, less any amount of equity contributions or accrued interest (in

accordance with Section 2.19.11.2 above) that has previously been repaid from Total Revenue.

2.20.1.2 In the event of such recovery of the Premises by County (or any other condemnation or recovery of all or substantially all of the Premises) during the last twenty (20) years of this Agreement, County will pay to Company fifty percent (50%) of the residual leasehold value of the improvements on the Premises based on the remaining term of this Agreement, minus any outstanding Loan balance. Such leasehold value shall exclude the value of the land after deducting any amounts paid by County pursuant to Section 2.20.1.2.1 below. The residual leasehold value will be as determined by a competent real estate appraiser acceptable to Company and CDR.

2.20.1.2.1 Upon notice from Company or, in the event of a total recovery, upon notice from Company's Lender, County will pay to Company's Lender all sums due to Lender under the approved Loan documents evidencing and securing the Loan, and any subsequent financing that has been approved by CDR secured by the improvements on the Premises. Notwithstanding the foregoing, if Lender or approved Assignee of Lender has succeeded to the interest of Company, and the outstanding Loan has been repaid, County shall pay Lender the amount which was due Lender on the date of foreclosure or transfer of title (or to such approved Assignee the amount Assignee paid Lender to assume this Agreement), and an amount equal to any costs incurred by Lender or such Assignee to cure Company's defaults under this Agreement or to otherwise comply with Company's obligations under this Agreement, less any amount or equity contributions or accrued interest (in accordance with Section 2.19.11.2 above) that has previously been repaid from Total Revenue to Lender or its assigns.

2.20.1.3 County will have no obligation for any encumbrance of the improvements, which has not received County written approval as defined in Section 2.19 (entitled FINANCING) above.

2.20.1.4 In the event of any partial condemnation or recovery by any agency other than County, or in the event of any such condemnation or recovery, Company will be entitled to file an action to receive condemnation proceeds for recovery of its leasehold improvements and its leasehold interest.

- 2.20.1.5 In the event of a partial condemnation or recovery by another agency, this Agreement shall remain in full force and effect as to the portion of the Premises remaining.

On a partial recovery, all sums, including damages and interest, awarded for the fee or the leasehold or both shall (i) be delivered to County and Company (or to any Lender), respectively, if such award has been apportioned between County and Company by such condemning authority, or (ii) be deposited promptly with an escrow agent selected by Company in the reasonable exercise of its discretion if there is only a single award, to be distributed and disbursed as follows:

- a. First, to taxes constituting a superior lien on the portion of the Premises taken;
- b. Second, to County an amount equal to the then present value of County's interest in the income stream from rental payments attributable to the portion of the Premises being taken, measured by the diminution in rental payments, plus an amount equal to the then present value of the reversionary interest of County at the expiration of this Agreement in that portion of the real property underlying the Premises that is taken in such partial recovery; and
- c. Third, subject to the rights of any Lender of record, the balance of the award to Company.

Sums being held by an approved escrow agent pending disbursement shall be deposited in one or more federally insured interest-bearing account(s) and, upon disbursement, each party having a right to any of the sums being disbursed shall be entitled to receive the interest attributable to its share of said sums.

- 2.20.1.6 Notwithstanding any language to the contrary in this Section 2.20, in the event of partial taking of the Premises by condemnation, if, in the opinion of County, Company, and Lender, the remainder of the Premises are suitable for continued operation, this Agreement shall not terminate in regard to the portion not taken. In the event of a partial or total taking of the Premises by condemnation, County and Company agree (a) to be bound by the provisions of the Loan documents executed by Company in favor of Lender concerning condemnation process and proceeds, including the right of Lender to recover from such condemnation proceeds an amount up to the then unpaid balance of its Loan, and (b) that Lender shall have the right to participate in any condemnation proceedings as set forth in this Section 2.20 or as otherwise provided by law.

ARTICLE III

3.1 MAINTENANCE AND OPERATION NONDISCRIMINATION COMPLIANCE

Company, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Company will maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulation may be amended.

3.2 NONDISCRIMINATION IN PARTICIPATION, CONSTRUCTION AND USE OF PREMISES

Company, for itself, its personal representatives, successors in interest and assigns and as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- 3.2.1 No person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 3.2.2 In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.
- 3.2.3 Company will use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

3.3 TERMINATION RIGHTS FOR BREACH OF SECTIONS 3.1 AND 3.2 ABOVE

In the event of breach of any of the nondiscrimination covenants described in Sections 3.1 and 3.2 above, County will have the right to terminate this Agreement and to reenter and repossess the Premises and the facilities thereon, and hold the same as if this Agreement had never been made or issued. This provision, however, does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights. Promptly upon the receipt of any complaint or other notice alleging violation of the covenants in Sections 3.1 and 3.2 above, County will notify Company and will provide Company the opportunity to defend the same.

3.4 NONDISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES

Company will furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Company may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

3.5 RIGHTS FOR NONCOMPLIANCE WITH SECTION 3.4

Noncompliance with Section 3.4 above will constitute a material breach of this Agreement and in the event of such non-compliance, County will have the right to terminate this Agreement and the estate hereby created without liability or at the election of County or the United States of America either or both said Governments will have the right to judicially enforce the provision.

3.6 COMPANY'S OBLIGATION 49 CFR PART 23

3.6.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any agreement covered by 49 CFR Part 23.

3.6.2 Company agrees to include the above statements in any subsequent sublease, professional services and/or construction agreements that it enters and cause those businesses to similarly include the statements in further agreements.

3.7 SUBAGREEMENT NONDISCRIMINATION COMPLIANCE

Company hereby assures it will include Sections 3.1 through 3.23 clauses in all subleases and causes subtenants to similarly include clauses in further subleases.

3.8 COMPANY OBLIGATION

Company hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise be discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex.

3.9 APPENDIX 9, GENERAL CIVIL RIGHTS PROVISION

Company assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Company or its transferee for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the

Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

3.10 AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS

3.10.1 Company assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Company assures that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Company assures that it will require that its covered sub-organizations provide assurances to Company that they similarly will undertake Affirmative Action Programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E to the same effect.

3.10.2 Company agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the Affirmative Action Program, and by any Federal, State, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Company agrees that State or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR, Subpart 152.409. Company agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14 CFR Part 152, Subpart E.

3.10.3 In the event Company employs fifty (50) or more employees on the Airport, it agrees to prepare and keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with standards in 14 CFR, Subpart

152.409. Such program will be updated on an annual basis. Should Company employ less than fifty (50) employees on the Airport, it will annually send written correspondence confirming the exemption.

3.11 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION

County reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment regardless of the desires or view of Company and without interference or hindrance by Company. Further, County retains the absolute right to maintain, repair, develop and expand the terminal building, any other Airport facility, Airport improvement or Airport property free from any and all liability to Company for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development or expansion.

3.12 MAINTENANCE, REPAIR, DIRECTION AND CONTROL

County reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Company in this regard. These areas will include, but are not limited to, those areas which are not necessary to serve the aeronautical users of the Airport, except that County will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants whether such area serves aeronautical users or otherwise.

3.13 AGREEMENTS WITH THE UNITED STATES OF AMERICA

This Agreement will be subject and subordinate to the provisions and requirements of any existing or future agreement between County and the United States of America relative to the development, operation or maintenance of the Airport.

3.14 OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA

This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

3.15 PART 77 OF FEDERAL AVIATION REGULATIONS

Company agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises. Such notice requires the submission of FAA Form 7460-1, Notice of Construction or Alteration, to the FAA.

3.16 NONEXCLUSIVE

It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e) and 49 USC § 47107(a)(4).

3.17 AIRSPACE

There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of Aircraft in the airspace above the surface of the Premises herein leased. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any Aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of County will result from the exercise of this right.

3.18 AIRPORT OBSTRUCTIONS

Company by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder which will exceed such maximum height as may be stipulated by County. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by County. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut down the offending tree all of which will be at the expense of Company and without liability to County.

3.19 AIRPORT HAZARDS

Company by accepting this Agreement agrees for itself, its successors and assigns, that it will not make use of the Premises in any manner which might interfere with the landing and taking off of Aircraft from the Airport or otherwise constitute a hazard or obstruction. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of Company and without liability of any kind.

3.20 AIRPORT RULES AND REGULATIONS AND AIRPORT OPERATING DIRECTIVES

3.20.1 Company hereby agrees to be bound in the operation of its service at the Airport by all Airport Rules and Regulations, Airport Tenant Improvement Manual, Operating Directives, Department of Aviation Environmental Management System, Airport Security Program, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state, or federal, including, but not

limited to, all environmental laws, and will immediately, upon request, verify compliance to any such requirement. Company must adhere to the Airport Rules and Regulations and Operating Directives, as may be amended from time to time. Company agrees to be subject to any fines and/or administrative assessment or penalties resulting from violations of any Rules and Regulations and Operating Directives. Company will keep current municipal, state, or federal licenses or permits required for the conduct of its business, if any.

- 3.20.2 Company shall be responsible for and shall pay to County any penalties and/or administrative assessments, as established by the Operating Directives, and imposed by CDR for any violation of the Airport Rules and Regulations, Operating Directives, and/or terms and conditions of this Agreement. Such payments shall be due within thirty (30) days after the receipt of such notice of violations.
- 3.20.3 County, through CDR, will have the right to adopt, amend and enforce reasonable rules and regulations and operating directives with respect to use of and the conduct and operation of the Airport, its terminal buildings, or any improvements within the present or future boundaries of the Airport which Company agrees to observe and obey.

3.21 COMPLIANCE WITH PUBLIC AUTHORITIES

- 3.21.1 Company will not use or permit the use of the demised Premises or any other portion of the Airport for any purpose or use other than authorized by this Agreement or as may be authorized by other, separate, written agreement with County.
- 3.21.2 Company, its employees, representatives or agents will comply with all present or future laws, rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or the demised Premises as may from time to time be promulgated by Federal, State or local governments and their authorized agencies.

3.22 ENVIRONMENTAL POLICY

- 3.22.1 Environmental Compliance: Company agrees to be bound in the operation of its service at the Airport by the Department of Aviation Environmental Management System, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, those that deal with Hazardous Material and/or the regulation of protection of the environment, including ambient air, ground water, surface water, and land use, including sub strata land. Company will immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.

3.22.2 Violation of Environmental Laws: Company will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Airport, by Company, its subtenants, their agents, employees, contractors, invitees or a third party in violation of the Environmental Laws or the Department of Aviation Environmental Management System, as it now exists or may be modified from time to time.

- A. County will inspect areas to ensure that Company is using the Airport in accordance with environmental requirements.
- B. Upon request of County, Company will conduct such testing and analysis as necessary to ascertain whether Company is using the Airport in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Company and subject to CDR's reasonable approval. Copies of such reports from any such testing will be provided to the CDR.
- C. Company will provide copies of all notices, reports, claims, demands or actions concerning any environmental concern or release or threatened release of Hazardous Materials or special wastes to the environment.

3.22.3 Contamination of Premises: If the presence of any Hazardous Materials on, under or about any area of the Airport caused or permitted by Company results in any contamination of the Airport, Company will promptly take all actions, at its sole cost and expense, as are necessary to return the contaminated area to the condition existing prior to the introduction of any such Hazardous Material. Company will take all steps necessary to remedy and remove any such Hazardous Materials and special wastes and any other environmental contamination as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring the contaminated area into compliance with all environmental requirements such procedures are subject to:

- a. Prior approval of the CDR, which approval will not be unreasonably withheld, Company will submit to the CDR a written plan for completing all remediation work. The CDR retains the right to review and inspect all such work at any time using consultants and/or representatives of the Director's choice.
- b. Such actions of remediation by Company will not potentially have any material adverse long-term effect on the Premises in the sole judgment of the CDR.

- 3.22.4 Compliance with All Governmental Authorities: Company will promptly make all submission to, provide all information to, and comply with all requirements of the appropriate governmental authority under all Environmental Laws or the Department of Aviation Environmental Management System, as it now exists or as may be modified from time to time. Company shall promptly provide photocopies to CDR of any submissions to and/or from environmental regulating agencies.
- a. Should the government determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials at the Airport which occur during the term of this Agreement then Company shall (at its own expense) prepare and submit required plans and financial assurances and carry out the approved plans. Company will, at no cost or expense to County, promptly provide all information requested by the CDR to determine the applicability of the Environmental Laws to the Airport, or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.
 - b. Company's obligations and liabilities under this provision will continue so long as County bears any responsibility under the Environmental Laws for any action that occurred on the Airport as a result of Company's actions.
 - c. This indemnification of County by Company includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, any fines or penalties issued to Company or County, or any other work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Airport or present in the soil or ground water on, under or about the Airport caused or permitted by Company.
 - d. The parties agree that County's right to enforce Company's promise to indemnify is not an adequate remedy at law for Company's violation of any provision of this Agreement. County will also have the rights set forth in this Section 3.22 or Section 2.15 of this Agreement in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.
- 3.22.5 County's Termination Rights for Violation of Environmental Laws: Company's failure or Company's Agents, Affiliated Entities, or the

failure of a third party acting under Company's direction or control, to comply with any of the requirements and obligations of this Agreement or applicable Environmental Laws will constitute a material default of this Agreement and will permit County to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which County may resort cumulatively, or singularly, in the alternative.

- a. County may, at County's election, keep this Agreement in effect and enforce all of its rights and remedies under this Agreement, including (i) the right to recover rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days' written notice to Company, to make payments required of Company or perform Company's obligations and be reimbursed by Company for the cost, unless such payment is made or obligation performed by Company within such ten (10) day period.
- b. County may, at County's election, terminate this Agreement upon written notice to Company as provided in Section 2.15 of this Agreement. Except as otherwise specifically set forth herein, if this Agreement is terminated under this provision, Company waives all rights against County, including, but not limited to, breach of contract, costs of design, installation or construction of improvements and/or interruption of business.
- c. Notwithstanding any other provision in this Agreement to the contrary, County will have the right of "self-help" or similar remedy, including access to the Premises, in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of environmental law on, under or about the Airport.

3.22.6 The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

3.23 AMERICANS WITH DISABILITIES ACT

Company will throughout the term of this Agreement be in compliance with all applicable provisions of the Americans With Disabilities Act, Public Law 101-336, as well as any other applicable rules, regulations, laws, ordinances, either in effect now, or as may be promulgated. Company will ultimately be responsible for all aspects of safety and security related to its operations. Company will be required to provide appropriately trained staff to meet the requirements of this Section.

ARTICLE IV

4.1 FORCE MAJEURE

- 4.1.1 If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if 1) that party uses reasonable efforts to perform those obligations, 2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances from the Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of Force Majeure Event, and 3) that party complies with its obligations under Section 4.1.3.
- 4.1.2 For purposes of this Agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money), that was not caused by that party.
- 4.1.3 If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall immediately provide any updates of information as requested by the other party. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.
- 4.1.4 A Force Majeure Event shall not excuse the timely payment of rent or other charges payable by Company under this Agreement, provided that, if the obligation of any subtenant to pay rent or other amounts owed pursuant to a Sublease is suspended by law or order due to the existence of a state of emergency, Company's obligation to pay rent or other charges payable under this Agreement shall be suspended to the same extent and for the same duration.

4.2 QUIET ENJOYMENT

County agrees that, on payment of the rentals and fees and performance of the covenants, conditions and agreements on the part of Company to be performed hereunder, Company will have the right to peaceably occupy and enjoy the Premises.

4.3 NONLIABILITY OF INDIVIDUALS

No officer, member, manager, agent or employee of either party to this Agreement will be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

4.4 NOTICES

Any notice or communication to be given under the terms of this Agreement ("Notice") shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery, by nationally-recognized courier, or registered or certified mail, return receipt requested.

Notices shall be addressed as follows:

If to County: Clark County Department of Aviation
Attn: Director of Aviation
P.O. Box 11005
Las Vegas, Nevada 89111
Telephone: (702) 261-4525
Email: director@lasairport.com

(Via Hand Delivery or Overnight Courier Service)
Harry Reid International Airport
Attn: Director of Aviation
2nd Floor – Central Services
5757 Wayne Newton Blvd.
Las Vegas, NV 89119

With a copy to: realestate@lasairport.com

If to Company: **MCM DEVELOPMENT II, LLC**
Attention: James Howard
4607 Lakeview Canyon #493
Westlake Village, CA 91361
Telephone: (805) 404-4480
Email: jimh@alignrei.com

4.5 HEADINGS, TITLES OR CAPTIONS

Article, section or paragraph headings, titles or captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement.

4.6 INVALID PROVISIONS

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision will in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Company in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

4.7 STATE OF NEVADA LAW

This Agreement will be interpreted under and governed by the laws of the State of Nevada.

4.8 CONSENT TO AMENDMENTS

In the event that the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required. Any expenses resulting from such amendments, modifications, revisions, supplements or deletions, shall be born solely by Company.

4.9 ADVERSE TENANCY

Any unauthorized holding over by Company after the termination of this Agreement or the expiration of its terms without the written consent of County, except for the period authorized for removal of Company's property upon the expiration or termination hereof, shall entitle County to collect from Company as liquidated damages for such holding over triple the total of all rents and fees in effect immediately prior to the commencing of such holding over, or the maximum damages allowed under the law for unlawful or forcible detainer, whichever is greater. County may perfect a lien on the property of Company as security for the payment of any damages or unpaid commissions and shall be entitled to collect the same by foreclosure of such lien and sale of such property.

4.10 DISPUTES

Any and all disputes arising under this Agreement, which cannot be administratively resolved, shall be determined according to the laws of the State of Nevada, and Company agrees that the venue of any such dispute, either administratively or judicial, shall be in Clark County, Nevada. Company agrees as a condition of this Agreement that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Agreement, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction. Each party to this Agreement hereby expressly waives any right to trial by jury

of any claim, defense, demand, action or cause of action arising under this Agreement, any amendments thereto, or in any way related to this Agreement or the parties' respective interests in the Premises.

4.11 AGENT FOR SERVICE OF PROCESS

The parties hereto expressly understand and agree that if Company is not a resident of the State of Nevada, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, and then in any such event Company does designate its State of Nevada registered agent as its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Nevada by serving also Company's registered agent. The parties hereto expressly agree, covenant, and stipulate that Company shall also personally be served with such process out of this State by the registered mailing of such complaint and process to Company at the address set forth herein. Any such service out of this State shall constitute valid service upon Company as of the date of receipt thereof. The parties hereto further expressly agree that Company is amenable to and hereby agrees to the process so served, submits to the jurisdiction, waives any and all obligations and protests thereto, any laws to the contrary notwithstanding.

4.12 GENDER

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

4.13 ENTIRE AGREEMENT; FULL AUTHORITY

4.13.1 This document represents the entire agreement between the parties hereto and will not be modified or canceled by mutual agreement or in any manner except by instrument in writing, executed by the parties or their respective successors in interest, and supersedes all prior oral or written agreements and understandings with respect to the subject matter hereof. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability for cause for termination shall be asserted by either party against the other, and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other party being expressly waived.

4.13.2 The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

4.13.3 The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

4.14 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties and its respective heirs, personal representatives, successors, or assigns, as the case may be. All covenants and conditions of this Agreement will extend to and bind the legal representatives, successors, and assigns of the respective parties and all agreements with assignees or subtenants will include all provisions contained in this Agreement.

4.15 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

4.16 SUSPENSION AND ABATEMENT

In the event that County's operation of the Airport or Company's operation from the Premises should be restricted substantially by action of the federal government or agency thereof or by any judicial or legislative body, then either party hereto will have the right, upon written notice to the other, to a suspension of this Agreement and an abatement of an equitable proportion of the payments to become due hereunder, from the time of such notice until such restrictions will have been remedied and normal operations restored.

4.17 INDEPENDENT CONTRACTOR

Company is deemed to be an independent contractor for all purposes regarding its operations at the Airport and no agency, expressed or implied, exists.

4.18 FURTHER ASSURANCES

Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

4.19 SURVIVABILITY

The terms and conditions of the Agreement regarding indemnification, environmental

6/21/22

compliance, warranties, payments, dispute resolution and all others that by their sense and context are intended to survive the expiration or earlier termination of the Agreement will survive.

4.20 INTENTION OF PARTIES

This Agreement is intended solely for the benefit of County and Company and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises by County is solely for the benefit of County and Company.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship other than the relationship of County and Company.

(Intentionally left blank – signature page to follow)

6/21/22

IN WITNESS WHEREOF, County and Company have executed these presents as of the day and year first above written.

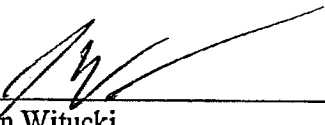
CLARK COUNTY, NEVADA

MCM DEVELOPMENT II, LLC

By: _____
Rosemary A. Vassiliadis
Director of Aviation

By:  _____
James Howard
Authorized Signatory

APPROVED AS TO FORM:

By:  _____
John Witucki
Senior Attorney

6/21/22

**Exhibit A
to
Lease Agreement**

PRO FORMA DEVELOPMENT COSTS

Prior to securing financing and commencement of construction on the Premises, Company shall submit the proposed land use, name of proposed tenant(s) if applicable, a site plan, estimated construction budget and schedule, and economic pro-forma analysis demonstrating marketability and economic feasibility to CDR. CDR shall review and provide a written determination for approval or denial within thirty (30) business days.

6/21/22

**Exhibit B
to
Lease Agreement**

DESCRIPTION OF PREMISES

(Attached)

RECORD OF SURVEY

A PORTION OF LOT 1 OF THAT CERTAIN FINAL MAP TITLED "AIRPORT EAST LOT, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 113, PAGE 71 OF PLATS, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft

SURVEYOR'S CERTIFICATE

I, NOAH REYNOLDS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- 1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MARRELL PROPERTIES.
- 2) THE LANDS SURVEYED LIE WITHIN A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY NEVADA AND WAS COMPLETED ON SEPTEMBER 9, 2007.
- 3) THIS SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES AND LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND WAS PERFORMED IN ACCORDANCE WITH THE NEVADA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS.
- 4) THE MONUMENTS DEPICTED ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

NOAH REYNOLDS, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 13870



LEGAL DESCRIPTION - PARCEL B-9

A PORTION OF LOT 1 OF THAT CERTAIN FINAL MAP TITLED "AIRPORT EAST LOT" RECORDED IN BOOK 113, PAGE 71 OF PLATS, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35, BEING AT THE CENTERLINE INTERSECTION OF RUSSELL ROAD AND EASTERN AVENUE, THENCE ALONG THE NORTH LINE OF SAID SECTION 35 AND THE CENTERLINE OF SAID RUSSELL ROAD, NORTH 88°29'28" WEST, 1188.84 FEET; THENCE DEPARTING SAID NORTH LINE AND CENTERLINE, SOUTH 01°30'32" WEST, 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF RUSSELL ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY, SOUTH 88°29'28" EAST, 402.91 FEET; THENCE DEPARTING SAID RIGHT OF WAY, SOUTH 00°39'41" EAST, 314.24 FEET TO THE NORTH BOUNDARY OF LOT B-1 AS SHOWN IN FILE 161, PAGE 38 OF SURVEYS, CLARK COUNTY OFFICIAL RECORDS; THENCE ALONG SAID NORTH BOUNDARY LINE AND THE EXTENSION THEREOF, SOUTH 89°19'17" WEST, 401.49 FEET; THENCE NORTH 00°51'29" WEST, 329.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.97 ACRES, MORE OR LESS.

BASIS OF BEARING

SOUTH 00°41'30" EAST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN IN BOOK 113, PAGE 71 OF PLATS, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

REFERENCES

PLAT MAP BOOK 113, PAGE 71
RECORD OF SURVEY FILE 161, PAGE 37
RECORD OF SURVEY FILE 161, PAGE 38
RECORD OF SURVEY FILE 163, PAGE 85
RECORD OF SURVEY FILE 163, PAGE 86

COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX, NRS 278.565

RECORD OF SURVEY A PORTION OF LOT 1 OF THAT CERTAIN FINAL MAP TITLED "AIRPORT EAST LOT, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 113, PAGE 71 OF PLATS, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.		FILED AT THE REQUEST OF Horizon Surveys DATE 12/21/07 TIME 2:14 PM FILE NO. 100 PAGE 0010
HORIZON SURVEYS 8001 COVINGTON CROSS DRIVE, SUITE 120 LAS VEGAS, NEVADA 89044 PHONE (702) 228-5096 FAX (702) 228-0677 WWW.HORIZONSURVEYS.COM	Date: 9/12/07 Drafter: RDB Checked: N. REYNOLDS Job Number: 563.0301 Sheet No. 1 OF 1	OFFICIAL RECORDS BOOK No. 1001121 CLARK COUNTY, NEVADA RECORDS DEBBIE CONWAY, RECORDER FEE \$ 74.00 DEPUTY PLS

FILE 170 PAGE 0010

FOUND 2" BRASS CAP
STAMPED "PLS 7004"

FOUND 2" BRASS CAP
STAMPED "PLS 7004"

ESTABLISHED POSITION
FROM FOUND REFERENCE
MONUMENTS

RUSSELL ROAD

POINT OF
COMMENCEMENT

PARCEL
B-9

A PORTION OF LOT 1
BOOK 113, PAGE 71 OF PLATS
(NOT A PART)

LOT B-6
FILE 163, PAGE 85
OF SURVEYS
(NOT A PART)

LOT B-4
FILE 163, PAGE 86
OF SURVEYS
(NOT A PART)

LOT B-3
FILE 161, PAGE 37
OF SURVEYS
(NOT A PART)

LOT B-1
FILE 161, PAGE 38 OF SURVEYS
(NOT A PART)

A PORTION OF LOT 1
BOOK 113, PAGE 71 OF PLATS
(NOT A PART)

SPENCER STREET

EASTERN AVENUE

PATRICK LANE

LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJOINERS
- SECTION LINE
- RIGHT-OF-WAY
- TIE LINE
- CL CURVE LABEL
- LI LINE LABEL
- (R) RADIAL LABEL
- ⊗ FOUND MONUMENTATION AS SHOWN AND DESCRIBED
- ⊙ SET 5/8" REBAR AND ALUMINUM CAP STAMPED "PLS 13870"
- MONUMENT NOT FOUND
- CALCULATED POSITION
- FOUND 3/8" REBAR AND ALUMINUM CAP STAMPED "PLS 13870"

FOUND 2" BRASS CAP
STAMPED "PLS 7008"

FOUND 2" BRASS CAP
PLS 8662

(BASIS OF BEARING)

FOUND 2.5" BRASS CAP
STAMPED "PLS 5571"

FOUND 2" BRASS CAP
STAMPED "PLS 7008"

ESTABLISHED POSITION FROM
FOUND REFERENCE MONUMENTS

6/21/22

Exhibit C
to
Lease Agreement
FORM OF SUBLEASE
(Attached)

SHOPPING CENTER LEASE

MCM DEVELOPMENT II, LLC
a Nevada limited liability company

as Landlord,

and

_____, a _____

as Tenant

SUMMARY OF BASIC LEASE INFORMATION

TERMS OF LEASE	DESCRIPTION
1. Effective Date:	_____, 20__.
2. Landlord:	_____, a _____
3. Tenant:	_____, a _____ company
4. Shopping Center (Article 1).	That certain shopping center (the "Shopping Center") located in the McCarran Marketplace Shopping Center, at the southwest corner of Eastern Avenue and Russell Road, in the City Las Vegas, County of Clark, State of Nevada, 89119, which Shopping Center is legally described in Exhibit "A-3" attached to the Lease, as generally depicted on Exhibit "A-1" to the Lease (the "Site Plan").
5. Building (Article 1).	That certain building located on Pad _____ in the Shopping Center, more commonly known as _____, Las Vegas, Nevada, containing approximately _____ (_____) square feet of floor area, subject to adjustment upon completion of the Building, as shown on the Site Plan attached hereto as Exhibit "A-1" to the Lease.
6. Premises (Article 1).	That certain undeveloped land parcel containing approximately _____ acres, legally defined as APN XXX-XX-XXX-XXX (the "Site"), and as shown on Exhibit "A-2" to the Lease (the "Depiction of Premises")
7. Lease Term (Article 2).	
7.1 Lease Term:	_____ (____) years.
7.2 Lease Commencement Date:	_____ (____) days after delivery to Tenant of Landlord's notice that Landlord's Work in the Premises has been substantially completed in accordance with Exhibit "E," provided, however, that in the event Tenant opens for business prior to the expiration of such _____ (____) day period, then Tenant, commencing the date Tenant opens for business, shall be obligated to pay all

amounts due under this Lease, including, without limitation, Rent (as such term is defined in the Lease).

7.3 Lease Expiration Date:

The last day of the _____ (____) full calendar month of the Lease Term (the "Lease Expiration Date").

7.4 Options to Extend

_____ (____) options to extend the Lease Term for _____ (____) years each term, subject to and in accordance with Section 2.2.

8. Rent (Article 3).

8.1 Base Rent (Initial Term):

The monthly Base Rent shall be equal to _____ Dollars (\$_____), with increases pursuant to Article 3 of the Lease. The annual Base Rent for the first year of the Lease Term is equal to _____ Dollars (\$_____).

9. Guarantors:

10. Permitted Use (Article 5):

11. Tenant's Trade Name
(Section 5.1):

12. Security Deposit
(Article 21):

_____ and 00/100
Dollars (\$_____)

13. Addresses of Landlord and
Tenant (Article 22):

13.1 Address of Landlord:

MCM DEVELOPMENT II, LLC
c/o Arcadia
P.O. Box 10
Scottsdale, Arizona 85252-0010
Attn: Property Manager

With copies of all notices to:

MCM DEVELOPMENT II, LLC
4607 Lakeview Canyon #493
Westlake Village, CA 91361
Attn: James Howard

13.2 Address of Tenant:

Attn: _____

- 14. Landlord's Broker (Article 24): _____
Tenant's Broker (Article 24): _____
- 15. Tenant Allowance: _____
- 16. Exclusive Use (Article 5.1). _____
- 17. Co-Tenancy
- 18. Deliveries
- 19. Monies due upon execution of the Lease (Article 3.1, 4.3 & 21)
- 20. Rent Commencement Date (Article)
- 21. Due Diligence Documents to be Supplied By Landlord (Article)
- 22. Access (Article)
- 23. Due Diligence Period (Article)
- 24. Approvals Period (Article)
- 25. Landlord's Delivery Obligation (Article)

TABLE OF CONTENTS

ARTICLES	PAGE
ARTICLE 1.....	1
PREMISES, SHOPPING CENTER AND COMMON AREAS.....	1
1.1 Premises, Building Shopping Center and Common Areas.....	1
1.2 Improvement of Premises.....	2
ARTICLE 2.....	3
LEASE TERM.....	3
2.1 Initial Term.....	3
2.2 Options to Extend.....	3
ARTICLE 3.....	4
BASE RENT	4
3.1 Base Rent Payment	4
3.2 Base Rent Increases.....	4
ARTICLE 4.....	5
ADDITIONAL RENT	5
4.1 General Terms;.....	5
4.2 Definitions of Key Terms Relating to Additional Rent	5
4.3 Estimated Payments and Annual Adjustments.....	6
4.4 Intentionally Omitted	7
4.5 Personal Property Taxes.....	7
ARTICLE 5.....	7
USE OF PREMISES; OPENING FOR BUSINESS AND OPERATING COVENANTS.....	7
5.1 Permitted Use.....	7
5.2 Duties and Quality Standards; Prohibited Conduct.....	8
5.3 Labor Harmony.....	11
5.4 Radius Restriction	11
5.5 Food Service Restrictions.....	11
5.6 Liquor License	12
5.7 Hazardous Materials.....	12
5.8 Refuse.....	13
5.9 Deliveries	13
ARTICLE 6.....	13
SERVICES AND UTILITIES.....	13
6.1 Cleaning and Maintenance.....	13
6.2 Utilities.....	13
6.3 Landlord Control of Exterior Lighting.....	14
6.4 Interruption of Utilities.....	14
ARTICLE 7.....	14
REPAIRS.....	14
ARTICLE 8.....	16
ADDITIONS AND ALTERATIONS	16
8.1 Landlord's Consent to Alterations	16
8.2 Manner of Construction	17
8.3 Payment for Improvements	17
8.4 Construction Insurance.....	18
8.5 Landlord's Property	18
ARTICLE 9.....	18
COVENANT AGAINST LIENS	18
ARTICLE 10.....	19

INSURANCE	19
10.1 Indemnification and Waiver	19
10.2 Landlord's Insurance	20
10.3 Tenant's Insurance	20
10.4 Policy Requirements	21
10.5 Increase in Coverage	21
10.6 Blanket Coverage	21
10.7 Subrogation	22
ARTICLE 11	22
DAMAGE AND DESTRUCTION	22
11.1 Insured Casualty	22
11.2 Uninsured Casualty	22
11.3 Damage to the Shopping Center	23
11.4 Damage Near End of Term	23
11.5 Release of Liability	23
11.6 Abatement of Rent	23
11.7 Waiver of Statutory Provisions	24
11.8 Lender's Prior Rights to Insurance Proceeds	24
ARTICLE 12	24
NONWAIVER	24
ARTICLE 13	25
CONDEMNATION	25
13.1 Permanent Taking	25
13.2 Temporary Taking	25
ARTICLE 14	25
ASSIGNMENT AND SUBLETTING	25
14.1 Transfers	25
14.2 Landlord's Consent	26
14.3 Effect of Transfer	26
14.4 Additional Transfers	27
14.5 Landlord's Right of First Refusal	27
14.6 No Release of Tenant	27
ARTICLE 15	27
SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES	27
15.1 Surrender of Premises	27
15.2 Removal of Tenant Property by Tenant	27
15.3 Removal of Tenant's Property by Landlord	28
15.4 Landlord's Actions on Premises	28
ARTICLE 16	28
HOLDING OVER	28
ARTICLE 17	28
ESTOPPEL CERTIFICATES	28
ARTICLE 18	29
SUBORDINATION	29
ARTICLE 19	29
DEFAULTS; REMEDIES	29
19.1 Events of Default by Tenant	29
19.2 Landlord's Remedies Upon Default by Tenant	31
19.3 Sublessees of Tenant	32
19.4 Form of Payment After Default	32
19.5 Waiver of Default	32

19.6	Efforts to Relet	33
19.7	Landlord Default	33
ARTICLE 20	.....	34
	COVENANT OF QUIET ENJOYMENT	34
ARTICLE 21	.....	34
	SECURITY DEPOSIT	34
ARTICLE 22	.....	35
	NOTICES	35
ARTICLE 23	.....	35
	DEVELOPMENT OF THE SHOPPING CENTER	35
ARTICLE 24	.....	36
	BROKERS.....	36
ARTICLE 25	.....	36
	LATE CHARGES	36
ARTICLE 26	.....	37
	LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT	37
26.1	Landlord's Cure	37
26.2	Tenant's Reimbursement.....	37
ARTICLE 27	.....	37
	ENTRY BY LANDLORD	37
ARTICLE 28	.....	38
	PARKING	38
ARTICLE 29	.....	39
	MISCELLANEOUS PROVISIONS	39
29.1	Terms.....	39
29.2	Binding Effect	39
29.3	No Air Rights	39
29.4	Short Form of Lease.....	39
29.5	Transfer of Landlord's Interest	39
29.6	Prohibition Against Recording.....	39
29.7	Landlord's Title.....	40
29.8	Captions.....	40
29.9	Relationship of Parties	40
29.10	Application of Payments.....	40
29.11	Time of Essence	40
29.12	Partial Invalidity	40
29.13	No Warranty	40
29.14	Financial Statements	40
29.15	Entire Agreement.....	41
29.16	Right to Lease.....	41
29.17	Force Majeure.....	41
29.18	Waiver of Redemption by Tenant.....	42
29.19	Joint and Several.....	42
29.20	Authority.....	42
29.21	Attorneys' Fees; Waiver of Jury Trial	42
29.22	Governing Law and Venue	42
29.23	Submission of Lease	42
29.24	Sales Reporting.....	42
29.25	Independent Covenants.....	42
29.26	Project Name and Signage.....	43
29.27	Confidentiality	43

SHOPPING CENTER LEASE

29.28	Intentionally Omitted.....	43
29.29	Interpretation.....	43
29.30	Rules	43
29.31	Security Officers	43
29.32	Real Estate Investment Trust	44
29.33	Landlord Consent.....	44
29.34	Time	44

LIST OF EXHIBITS

Exhibit		Principal Reference In Section
"A-1"	Site Plan	Summary
"A-2"	Depiction of Premises	Summary
"A-3"	Legal Description of Shopping Center	Summary
"B"	Notice of Lease Term Dates	2.1
"C"	Intentionally Omitted	
"D"	Form of Tenant's Estoppel Certificate.....	Article 17
"E"	Work Letter Agreement	1.1.1
"F"	Guaranty of Lease.....	Summary
"G"	Form Notice of Non-Responsibility.....	8.1
"H"	Subordination, Non-Disturbance And Attornment Agreement ...	Article 18
"I"	Exclusive Uses ...	5.1

SHOPPING CENTER LEASE

This Shopping Center Lease (the "Lease"), which includes the preceding Summary of Basic Lease Information (the "Summary") attached hereto and incorporated herein by this reference, dated as of the date set forth in Section 1 of the Summary, is made by and between _____, a _____ ("Landlord"), and _____, a _____ ("Tenant"). Landlord and Tenant may sometimes be referred to in this Lease individually as a "party" or collectively as the "parties". In the event of a conflict between the terms of the Summary and the terms of this Lease, the terms of the Lease shall prevail.

ARTICLE 1

PREMISES, SHOPPING CENTER AND COMMON AREAS

1.1 Premises, Building, Shopping Center and Common Areas

1.1.1 The Premises. Landlord is the owner of a leasehold interest (or on the Lease Commencement Date (as defined in Section 2.1) will be the owner of a leasehold interest) in the Premises (as defined in this Section 1.1). Upon and subject to the terms hereinafter set forth in this Lease and subject to the terms of the Restriction Documents (as defined in Section 5.2), Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which are generally described in Section 6 of the Summary (the "Premises"), and all other improvements to be constructed on the Premises, all in accordance with the Work Letter Agreement attached hereto as Exhibit "E" (the "Work Letter Agreement"), and Tenant's non-exclusive rights to use the Common Areas described below. The Premises and all other improvements that are permanently affixed to the Premises may be collectively referred to herein as the "Improvements." Landlord and Tenant agree that each party shall have the right, but not the obligation, to re-measure the Premises. All measurements of the Premises shall be made from the outside of exterior walls and from the center of the interior demising partitions, including those measurements to establish the length and width of the Premises. Deductions shall not be allowed for columns, sprinkler risers, roof drains, vents, piping, waste lines, conduit, ventilation shafts and related items serving the other tenant space. In the event the number of square feet of floor area in the Premises as determined by such re-measurement is different from the number of square feet of floor area specified above in Section 6 of the Summary, either party shall have the right, by written notice to the other party, to make a proportionate adjustment of Rent (as defined below) and other charges under this Lease which are calculated based on the actual number of square feet of floor area of the Premises.

1.1.2 The Building. The Premises is located within the Building (which Landlord has constructed or intends to construct) as described in Section 5 of the Summary and as depicted on Exhibit "A-1".

1.1.3 The Shopping Center. The Premises is located within the Shopping Center (which Landlord has constructed or intends to construct) described in Section 4 of the Summary which, in addition to the Premises and Common Areas described below, may also contain certain other buildings and improvements. Tenant acknowledges that the Shopping Center as depicted on Exhibit "A-1" is for purposes of convenience only and that Landlord reserves the right at any time during initial construction or thereafter to expand, reduce, remove, demolish, change, renovate, or construct any existing or new improvements at the Shopping Center as long as such modifications do not adversely impact Tenant's intended use of the Premises, including but not limited to, Tenant's and its invitees' access to the Premises or the visibility of the Premises by the public.

1.1.4 Common Areas. Subject to the Restriction Documents (as defined in Section 5.2), Tenant shall have the non-exclusive right to use in common with other tenants in the Shopping Center those areas of the Shopping Center intended for common use (the "Common Areas"), including but not limited to parking areas, roads, streets, drives, truck and delivery passages, customer loading zones, landscaped and planted areas, parking lot lighting, exterior ramps, entrances to and exits from the Shopping Center, sidewalks, and all easements or other rights under any instrument creating covenants, conditions, easements, restrictions, or other rights with respect to any portion of the Common Areas. The Common Areas shall not include any actual or planned building areas depicted on Exhibit "A-1" or any other areas (whether depicted on Exhibit "A-1" or not) that are leased or intended for lease to or for the exclusive use of Landlord or any tenant or group of tenants in the Shopping Center; provided, however, at all times during the Term (as may be extended), Tenant and its invitees and vendors shall have access to the Premises consistent the access set forth in Exhibit "A-1".

1.1.5 Landlord's Use and Operation of the Shopping Center and Common Areas. Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, and shape of the Common Areas; (iii) to add additional buildings and improvements to the Shopping Center; (iv) to designate land outside the Shopping Center to be part of the Shopping Center, and in connection with the improvement of such land to add additional buildings and Common Areas to the Shopping Center; (v) to use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Shopping Center or to any adjacent land, or any portion thereof; and (vi) to do and perform such other acts and make such other changes in, to, or with respect to the Shopping Center and Common Areas or the expansion thereof as Landlord may deem to be appropriate. Landlord shall endeavor to reasonably minimize the effect upon Tenant's occupancy, access to, or conduct or operation of its business on the Premises when doing or causing anything to be done with respect to the Common Areas or the other portions of the Shopping Center (to the extent that Landlord controls or has the right to control that portion of the Shopping Center or the Premises). Tenant hereby agrees that Landlord's actions permitted under this Section 1.1.5 shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent (as defined in Section 4.1 below). Landlord shall have no responsibility and shall not be liable to Tenant because of any direct or indirect injury to or interference with Tenant's business arising from such activities, nor shall Tenant be entitled to any damages, (other than proportionate abatement of Rent during any period that Tenant is unable to use the Premises due to such activities), from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from such activities, or for any inconvenience or annoyance occasioned by such activities, except to the extent arising from Landlord's gross negligence, willful misconduct or breach of this Lease. Landlord shall have no responsibility and shall not be liable to Tenant for any reason because of any direct or indirect injury to or interference with Tenant's business arising from such activities, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from such activities, except to the extent arising from Landlord's willful misconduct or breach of this Lease.

1.2 Improvement of Premises.

If any structures have not yet been constructed on the Premises, Tenant will be responsible for its construction. All the other work required or necessary to complete the Premises for occupancy shall be the responsibility of the party(ies) as set forth in the Work Letter Agreement. Tenant acknowledges that Landlord has made no representations or warranties regarding the condition of the Premises or the Shopping Center except as expressly set forth in this Lease (including the Work Letter Agreement). Tenant, by its execution hereof, hereby accepts the Premises in its "As-Is" condition, with all faults, whether patent or latent. The term "As-Is" shall mean the current condition of the site.

ARTICLE 2

LEASE TERM

2.1 Initial Term

The terms and provisions of this Lease shall be effective as of the date of this Lease, except for the provisions of this Lease relating to the payment of Rent (as defined below in Section 4.1). The term of this Lease (the "Lease Term") shall be as set forth in Section 7.1 of the Summary, shall commence on the date set forth in Section 7.2 of the Summary (the "Lease Commencement Date"), and shall terminate on the date set forth in Section 7.3 of the Summary (the "Lease Expiration Date"), unless this Lease is sooner terminated as hereinafter provided or unless extended pursuant to Section 2.2. For purposes of this Lease, the term "Lease Year" shall mean each twelve (12) month period during the Lease Term; provided, for the first Lease Year if the Lease Commencement Date occurs on a day other than the first day of a calendar month, the first Lease Year shall end on the last day of the twelfth (12th) full calendar month of the Lease Term, and the second (2nd) and each succeeding Lease Year shall commence on the first day of the next calendar month. The last Lease Year shall end on the Lease Expiration Date (unless the Lease is earlier terminated pursuant to the provisions hereof). At any time during the Lease Term, either party may deliver to the other party a notice in the form as set forth in Exhibit "B" attached hereto (the "Notice of Lease Term Dates") to confirm the Lease Commencement Date and Lease Expiration Date, which notice the receiving party shall execute and return to the requesting party within twenty (20) days of receipt thereof. If the receiving party fails to execute and timely deliver the Notice of Lease Term Dates to the requesting party, the receiving party shall be deemed to have accepted and agreed that the statements set forth in Exhibit "B" are true and correct, unless such terms are materially inconsistent with the terms of this Lease.

2.2 Options to Extend

Landlord hereby grants to Tenant the number of options set forth in Section 7.4 of the Summary (the "Extension Options") to extend the then current Lease Term for the period of years set forth in Section 7.4 of the Summary (the "Option Term"). Tenant shall only be able to exercise an Extension Option as to all of the Premises. The Extension Options shall, at Landlord's election, become null and void and of no further force and effect if (1) Tenant is in default under this Lease beyond the applicable cure period, at the time Tenant attempts to exercise one of the Extension Options, or following such exercise, prior to the commencement of the applicable Option Term; or (2) Tenant has assigned the Lease or sublet greater than twenty-five percent (25%) of the Premises without the consent of Landlord. Tenant shall only be entitled to exercise the second (2nd) and any subsequent Extension Options if Tenant has properly and timely exercised the first (1st) and any following Extension Options. Provided that Tenant has properly and timely exercised one of the Extension Options, the then current Lease Term shall be extended for the Option Term, and all terms, covenants, and conditions of this Lease shall remain unmodified and in full force and effect, except that (i) the Work Letter Agreement shall not apply to the Extension Options, (ii) in no event shall Tenant be entitled to extend the Lease Term beyond the period of time provided in this Section 2.2, (iii) the initial Base Rent during the Option Term(s) are specifically set forth in Section 3.2. Tenant shall exercise Extension Option(s), if at all, by written notice to Landlord not later than one hundred eighty (180) days prior to the expiration of the then current Lease Term. If Tenant fails to so timely and properly exercise any Extension Option, Tenant shall be deemed to have waived the right to exercise any and all remaining Extension Options. If Tenant properly and timely exercises an Extension Option, this Lease shall be extended without the necessity of the execution of any further instrument or document; provided, however, that each party agrees to execute and deliver such further instruments or documents as the other party may reasonably request to memorialize or acknowledge the exercise of the Extension Option.

ARTICLE 3

BASE RENT

3.1 Base Rent Payment

Tenant shall pay, without prior notice or demand, to Landlord at Landlord's Address (as set forth in Section 13.1 of the Summary) or at such other place as Landlord may from time to time designate in writing upon notice to Tenant at least thirty (30) days prior to the next ensuing payment date, in currency or a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, annual Base Rent as set forth in Section 8 of the Summary, payable in equal monthly installments as set forth in Section 8 of the Summary in advance on or before the first day of each and every month during the Lease Term, without any setoff or deduction whatsoever unless otherwise provided herein. The Base Rent for the first full month of the Lease Term shall be paid together with the Security Deposit, collectively as prepaid rent, on or before the Effective Date of this Lease. Prepaid rent is nonrefundable in the event of Tenant's default prior to the Commencement Date. If any Base Rent payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any payment of Base Rent is for a period which is shorter than one month, the Base Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/365 of the applicable annual Base Rent. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

Section 3.2 Base Rent Increases

The amount of Base Rent payable by Tenant to Landlord during the Lease Term shall be in accordance with the following schedule:

BASE TERM	AMOUNT OF MONTHLY BASE RENT/RATE
-----------	----------------------------------

Months _____:	\$ _____ per month, plus NNN expenses
Months _____:	\$ _____ per month, plus NNN expenses
Months _____:	\$ _____ per month, plus NNN expenses
Months _____:	\$ _____ per month, plus NNN expenses

OPTION PERIODS

The Option Period Base Rent shall increase by ____ percent (____%) of the prior expiring rent. The minimum Base Rent for the ____ options shall be:

#1	Months _____:	\$ _____ per month, plus NNN expenses
#2	Months _____:	\$ _____ per month, plus NNN expenses

Landlord and Tenant acknowledge and agree that any failure of Tenant to surrender possession of the Premises on the Lease Expiration Date or earlier termination of this Lease shall result in substantial damages to Landlord, and that those damages are and will be impossible or impracticable to measure in advance. Accordingly, if Tenant does not surrender possession of the Premises to Landlord as set forth herein, Tenant shall be deemed a holdover tenant at sufferance and shall pay to Landlord, as liquidated damages, for each day that Tenant holds over in the Premises, an amount equal to one hundred

and fifty percent (150%) of the portion of the Base Rent payable during the last month of the Lease Term, plus Additional Rent that was payable by Tenant in the last full calendar year prior to the Lease Expiration Date or earlier termination of this Lease, prorated on the basis of a 365-day year. No provision of this Lease shall be deemed consent to permit Tenant to retain possession of the Premises after the Lease Expiration Date or earlier termination of this Lease and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the Expiration Date or earlier termination of the Lease. Except as otherwise specifically stated in this Lease, all of the terms and conditions of this Lease shall remain in effect following any extension, renewal, or hold over of the original Lease Term.

ARTICLE 4

ADDITIONAL RENT

4.1 General Terms; "Net" Lease

As set forth in this Article 4, in addition to paying the Base Rent (as set forth in Section 8.1 of the Summary), Tenant shall pay Landlord Tenant's "Proportionate Share" of Operating Expenses (as defined in Section 4.2.2 below). Tenant's "Proportionate Share" shall equal a fraction, the numerator of which is the gross leasable floor area of the Premises, and the denominator of which is the total gross leasable floor area of the Building of which the Premises is a part. Tenant's Proportionate Share ratio is estimated at _____. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease (other than Base Rent), are hereinafter collectively referred to as the "Additional Rent", and the Base Rent and the Additional Rent are sometimes herein collectively referred to as "Rent." All amounts due under this Article 4 as Additional Rent shall be payable in the same manner as the Base Rent. Without limitation on other obligations of Tenant that survive the expiration of the Lease Term, the obligations of Tenant to pay Additional Rent that accrue during the Lease Term shall survive the expiration of the Lease Term. Except for the payment of Tenant's Proportionate Share of Operating Expenses, which shall be paid in accordance with Sections 4.3, Landlord and Tenant acknowledge that it is their intent and agreement that this Lease be a "TRIPLE NET" lease and that as such, the provisions contained in this Lease are intended to pass on to Tenant or reimburse Landlord for all costs and expenses associated with this Lease and the Premises, and Tenant's operation therefrom. Landlord shall be responsible for those costs and expenses that this Lease expressly provides are Landlord's responsibility. Landlord shall not be responsible for any other costs or expenses associated with this Lease or the Premises, including but not limited to those that this Lease expressly provides are Tenant's responsibility.

4.2 Definitions of Key Terms Relating to Additional Rent

As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "Expense Year" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.

4.2.2 "Operating Expenses" shall mean all reasonable expenses, costs, and amounts of every kind and nature that Landlord incurs in connection with ownership, management, or operation and use of the Premises including all common areas for any applicable Expense Year, including by way of illustration but not limitation, all amounts charged to the Premises and common areas, pursuant to the Declaration (as defined in Section 5.2 below), including without limitation, "Common Expenses" and "Assessments" (as such terms are used in the Declaration); (ii) Real Property Taxes; (iii) all costs, charges and surcharges for utilities, water, sewage, janitorial, waste disposal and refuse removal and all other utilities and services provided to the Premises (including all without limitation, all utility costs allocable to

the Premises and common areas) which are not separately metered or billed directly to the Premises; (iv) insurance costs for which Landlord is responsible under this Lease or which Landlord or any mortgagee of Landlord deems necessary or prudent; (v) any costs levied, assessed or imposed pursuant to any applicable law or regulation; and (vi) a reasonable allowance to Landlord for supervision of all of the foregoing not to exceed ten percent (10%) of the total of all Operating Expenses. At Landlord's sole discretion, Landlord shall have the right to amortize any of the costs of repair or maintenance allocable to the Premises or common areas over such period as Landlord reasonably determines together with interest at the Lease Interest Rate on the unamortized balance, in lieu of including the entire amount of such costs in Operating Costs in the year such costs are incurred. Landlord shall not be required to provide a service as part of its operation and maintenance of the Premises or common areas because of reference to a particular service in this Section.

4.2.3 "Real Property Taxes" shall mean any form of tax, assessment, license fee, license tax, business license fee, commercial rental tax, levy, charge, penalty, tax or similar imposition, imposed by any authority having the direct power to tax (including any city, county, state or federal government, or any school, agricultural, lighting, drainage, transportation, air pollution, environmental or other improvement or special assessment district) as against any legal or equitable interest of Landlord in the Premises, including, but not limited to, the following:

(i) any tax on a landlord's "right" to rent or "right" to other income from the Premises or against Landlord's business of leasing the Premises;

(ii) any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of Real Property Taxes (it is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies and charges be included within the definition of "Real Property Taxes" for the purposes of this Lease);

(iii) any assessment, tax, fee, levy or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the state, county, city or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management and maintenance, alteration, repair, use or occupancy of the Premises, or any portion thereof;

(iv) any assessment, tax, fee, levy or charge upon this transaction creating or transferring an interest or an estate in the Premises;

(v) any assessment, tax, fee, levy or charge based upon the number of people employed, working at, or using the Premises, or utilizing public or private transportation to commute to the Premises; and

(vi) reasonable legal and other professional fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Real Property Taxes.

Real Property Taxes shall not include federal or state income, franchise, inheritance or estate taxes of Landlord or of any of the parties which comprise Landlord.

4.3 Estimated Payments and Annual Adjustments

Tenant shall pay Tenant's Proportionate Share of Operating Expenses, in advance, in monthly installments with the Base Rent based on Landlord's good faith estimate of the Operating Expenses. Landlord's

current NNN expenses are estimated at \$____/SF per annum or \$____/SF per month per building area. Landlord may adjust such estimates from time to time as Landlord determines, which adjustment will be effective as of the next payment date for Base Rent after notice of such adjustment to Tenant. By April 1 of each Expense Year during the Lease Term, or as soon thereafter as practicable, Landlord shall deliver to Tenant a statement, in reasonable detail, of the Operating Expenses as finally determined by Landlord for the preceding Expense Year and Tenant's Proportionate Share of such Operating Expenses. Upon Tenant's receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to Landlord within fifteen (15) days of Tenant's receipt of such statement or credit given to Tenant, as the case may be, to reflect the finally determined Operating Expenses. Landlord's failure to provide such statement(s) shall in no way excuse Tenant from its obligation to pay Additional Rent and shall not constitute a waiver of Landlord's right to bill and collect such Additional Rent from Tenant in accordance with the terms of the Lease.

In the event of any dispute as to the amount of Tenant's Proportionate Share of Operating Expenses as set forth in the Operating Expenses statement, Tenant shall have the right, once, and only once, a year after no less than thirty (30) days prior written notice and at reasonable times, to inspect and photocopy Landlord's Operating Expenses records for the previous Expense Year only at the Address of Landlord (as specified in Section 13 of the Summary). If, after such inspection and photocopy, Tenant continues to dispute the amount of Tenant's Proportionate Share of Operating Expenses as set forth in the Operating Expenses statement, Tenant shall be entitled to retain a national, independent, certified public accountant mutually acceptable to Landlord and Tenant to audit Landlord's Operating Expenses records for the previous Expense Year only to determine the proper amount of Tenant's Proportionate Share of Operating Expenses. Landlord shall be entitled to review the results of such audit promptly after completion of same. If such audit proves that Landlord has overcharged Tenant, then within fifteen (15) days after the results of the audit are made available to Landlord, Landlord shall credit Tenant the amount of such overcharge toward the payments of Base Rent and Additional Rent next coming due under this Lease. If such audit proves that Landlord has undercharged Tenant, then within fifteen (15) days after the results of the audit are made available to Tenant, Tenant shall pay to Landlord the amount of any such undercharge. Tenant agrees to pay the cost of such audit, provided that Landlord shall reimburse Tenant the amount of such cost if the audit proves that Landlord's determination of Tenant's Proportionate Share of Operating Expenses (as set forth in the Operating Expenses statement) was in error by more than five percent (5%).

4.4 Intentionally Omitted

4.5 Personal Property Taxes

Tenant shall pay before delinquency all taxes (including sales and use taxes), assessments, license fees, and public charges levied, assessed, or imposed upon its business operation as well as upon its merchandise, furniture, fixtures, equipment, and other personal property. In the event any such items of property are assessed with property of Landlord, then such assessment shall be equitably divided between Landlord and Tenant in a method mutually agreed upon in good faith by Landlord and Tenant.

ARTICLE 5

USE OF PREMISES; OPENING FOR BUSINESS AND OPERATING COVENANTS

5.1 Permitted Use

Subject to the Restriction Documents, Tenant shall use the Premises solely for the Permitted Use set forth in Section 10 of the Summary (the "Permitted Use") and under the Trade Name set forth in Section 11 of the Summary (the "Trade Name"); provided, however, Tenant shall be entitled to

change the Trade Name from time to time upon prior written notice to Landlord, for Landlord approval which shall not be unreasonably withheld, conditioned or delayed, and in a first-class manner and character consistent with the Permitted Use; and Tenant shall not use or permit the Premises to be used for any other purpose or purposes whatsoever. Notwithstanding any other provision of this Lease, Tenant shall not engage in any activity or use on the Premises or the Shopping Center, or permit any activity or use by Tenant's employees, invitees, agents, or employees on the Premises or Shopping Center, that violates or contravenes the Restriction Documents, including any exclusive rights and prohibited uses, and/or the exclusive rights or uses of other tenants of the Shopping Center, or the leases of other tenants in the Shopping Center, including without limitation, those specific exclusive uses granted to other tenants as listed on the attached Exhibit "I". Landlord makes no warranty or representation that the Premises are suitable for Tenant's intended use or whether such use complies with all laws. Unless otherwise provided by an addendum to this Lease of even date herewith and fully-executed by Landlord and Tenant, Landlord does not grant Tenant any exclusive right to conduct any type or style of business, or to be the sole or exclusive retailer of any goods or services, in the Shopping Center or any portion thereof other than the exclusivity provided by Landlord to Tenant in Section 16 of the Summary.

5.2 Duties and Quality Standards; Prohibited Conduct

5.2.1 Compliance with Rules and Regulations, Laws, and Restriction Documents. Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any of its officers, employees, agents, servants, or contractors to use, and Tenant shall use its reasonable efforts not to permit its customers to use, the Premises or Common Areas or any part thereof for any use or purpose contrary to or in violation of the Permitted Use, the Restriction Documents, the laws of the United States of America or the State of Nevada, or the ordinances, regulations, or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Shopping Center or any part thereof. Landlord reserves the right, but shall not be obligated, to exclude or expel from the Shopping Center and the Premises any person who, in the reasonable judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of this Lease. Tenant shall comply with the Restriction Documents, which shall mean the following defined terms, inclusively:

- (a) The term "ECR" as used herein shall mean that certain Easements with Covenants and Restrictions Affecting Land dated April 29, 2005 by and between Landlord, Wal-Mart Real Estate Business Trust, and Lowe's HIW, Inc., a Washington corporation, that was recorded on October 5, 2005, in Book 20051005 as Instrument 03600, in the Official Records of Clark County, Nevada, as amended from time to time. The Shopping Center is subject to the ECR.
- (b) The term "Declaration" as used herein shall mean that certain Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for McCarran Marketplace that was recorded on October 5, 2005, in Book 20051005 as Instrument 03601, in the Official Records of Clark County, Nevada, as amended from time to time. The Shopping Center is subject to the Declaration. Landlord hereby grants and warrants to Tenant, its successors and assigns, for the Lease Term, the non-exclusive right and easement appurtenant to and for the benefit of the Premises and any occupant thereof and its customers, employees, and invitees, to use, for purposes of access, ingress, egress, and parking all those certain access, ingress, egress, and parking easement areas granted to or established by Landlord under the Declaration, except those areas reserved for the exclusive use of Landlord, other tenants of the Shopping Center, and other specified parties.

- (c) The Term "Master Lease" as used herein shall mean that certain Lease Agreement by and between Landlord and the County of Clark (referred to herein along with its successors and assigns as the "County") that has been or will be executed. The Master Lease will be executed by all parties thereto as a condition precedent to the Lease Commencement Date. Provided, should Landlord be unable to obtain a mutually executed Master Lease with the County prior to Lease Commencement Date or should Landlord be unable to obtain the County's approval of this Lease prior to the Lease Commencement Date through no fault of Landlord then this Lease shall automatically terminate unless otherwise agreed to by Landlord and Tenant in writing. In the event that this Lease so terminates, neither party shall have any further liability or obligation to the other party for any obligation arising thereafter. This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to the Master Lease and any amendments or modifications thereof. Within ten (10) days after the receipt of a request from Landlord, County, or any mortgagee of Landlord, Tenant shall confirm such subordination by executing a recordable subordination agreement in form and content satisfactory to Landlord, County, and any mortgagee of Landlord.
- (d) The term "Design Guidelines" as used herein shall mean that certain McCarran Marketplace Design Guidelines dated October 22, 2003, as amended from time to time, a copy of which has been provided to Tenant by Landlord.

The ECR, Declaration, Master Lease, and Design Guidelines, each of which may be amended from time to time, are collectively referred to as the "Restriction Documents". In the event of any conflict between the Restriction Documents and this Lease, as between Landlord and Tenant, the Restriction Documents shall control. This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to the Restriction Documents and any amendments or modifications thereof. If any of the documents comprising the Restriction Documents are not of record as of the date hereof, then this Lease shall automatically become subordinate to said documents upon their recordation. Within ten (10) days after the receipt of a request from Landlord or any Mortgagee, Tenant shall confirm such subordination by executing a recordable subordination agreement in a commercially reasonable form and content satisfactory to Landlord.

5.2.2 Prohibited Conduct. Tenant shall not at any time, knowingly, use or occupy or knowingly allow any person to use or occupy the Premises or the Shopping Center or any portion thereof or do or permit anything to be done or kept in the Premises or the Shopping Center or any portion thereof in any manner that: (i) violates any certificate of occupancy in force for the Premises or the Shopping Center; (ii) causes or is likely to cause damage to the Shopping Center, the Premises, or any equipment, facilities, or other systems therein; (iii) results in demonstrations, bomb threats, or other events that require evacuation of the Shopping Center or otherwise disrupt or interfere with the use, occupancy, or quiet enjoyment of the Shopping Center by other tenants and occupants; (iv) interferes with the transmission or reception of microwave, television, radio, or other communications signals by antennae located on the roof of a building in the Shopping Center or elsewhere in the Shopping Center; or (v) violates or contravenes the Restriction Documents, including any exclusive rights and prohibited uses, and/or exclusive rights or uses of other tenants of the Shopping Center, all as defined in the Restriction Documents or the leases of other tenants in the Shopping Center. Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, manufacture, or sale of Hazardous Material (as defined in Section 5.7). With Landlord's prior written consent, Tenant may maintain products in the Premises that are incidental to the operation or maintenance of its Premises, such as ordinary janitorial supplies, that contain chemicals that may be categorized as Hazardous Materials as long as Tenant uses such products in the Premises only, in compliance with all laws, and in the manner that such products are designed to be

used. Notwithstanding any approval that Landlord may give, Tenant remains fully responsible for any claims, liabilities, and damages that may result from said items, and to indemnify and hold Landlord harmless therefrom. Landlord reserves the right to reasonably terminate its consent at any time upon written notice to Tenant, and upon receipt of such a notice, Tenant agrees to cease use of said items and to promptly and lawfully remove them from the Premises. Tenant shall not cause, maintain, or permit any nuisance in, on, or about the Premises, nor shall Tenant commit or suffer to be committed any waste in or upon the Premises. Tenant shall not conduct or advertise on or from or pertaining to the Premises any auction or closing-out wholesale business, nor shall Tenant grant any concession, license, or permission to any third party to sell or take orders for merchandise or services in the Premises. Tenant shall not place or keep any tables, merchandise, or other items in the Common Areas and shall not be permitted to use any area outside of the Premises for any portion of Tenant's business operations, including the outdoor storage or merchandise, pallets, inventory, building materials, and any other personal property. Tenant shall not disturb, solicit, or canvass any occupant of the Shopping Center and shall cooperate with Landlord and its agents to prevent such activities. Tenant shall cause all liquids produced and or utilized to be disposed of in strict accordance with all applicable laws. All non-hazardous/non-toxic liquids shall be disposed of directly into the sewage system serving the Premises and shall not be dumped, poured, or allowed to drain into or across any parking area or the Common Areas.

Tenant, or Tenant's employees and agents, shall not solicit business in the Common Areas and shall not distribute any handbills or other advertising matter therein. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance, except substances which are intended to be placed in said apparatus, of any kind whatsoever shall be thrown therein.

5.2.3 Signs; Merchandising and Advertising; Display Windows. Subject to the Restriction Documents, any required governmental approvals, and Landlord's prior written approval (which shall be sought by Tenant prior to submittal to any governmental authority), which may be withheld only in its reasonable discretion, Tenant shall be permitted exterior identification signage with respect to the Premises that shall be designed and installed at Tenant's sole cost and expense. All such exterior identification signage shall be furnished, maintained, and, at the election of Landlord, removed at the expiration of the Lease Term (with all damage caused by such removal to be repaired by Tenant), at Tenant's sole cost and expense. Except as expressly permitted in the first sentence of this Section 5.2.3 and except for any other signage approved by Landlord in its sole discretion, Tenant may not install any signs, advertising placards, names, insignia, trademarks, descriptive material, or any other similar item or items on the Premises (including the roof of the Premises, within the Premises if visible from the exterior, or on the doors, windows, or exterior walls of the Premises), in the Common Areas or elsewhere in the Shopping Center without Landlord's prior written approval, which may be withheld in Landlord's sole discretion. Tenant shall not use any advertising media that Landlord shall reasonably deem objectionable to it or to other tenants or occupants of the Shopping Center, such as, without limiting the generality of the foregoing, loud speakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts, or telecasts within the Shopping Center or permit in the Premises any entertainment or other activities in a manner seen or heard outside of the Premises or disturbing to tenants or other occupants of the Shopping Center. Tenant shall not install any exterior lighting, exterior decorations, radio or television antenna, satellite, loud speaker or other device on the roof or exterior walls of the Premises, without the prior written consent of Landlord, which may only be withheld in Landlord's reasonable discretion. Any signs, notices, logos, trademarks, insignias, pictures, names, advertisements, or similar items that are installed but have not been individually approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Tenant shall indemnify, defend, and save harmless Landlord from all claims, demands, loss, or damage to any person or property arising from any such installation, notwithstanding any consent by Landlord thereto. Notwithstanding this Section 5.2.3, if Tenant transfers its interest in this Lease to a Transferee pursuant to Section 14.1 of this Lease, Landlord's prior consent, which shall be within

Landlord's reasonable discretion, shall be required to change identification signage or to install any exterior lighting, exterior decorations, radio or television antenna, satellite, loud speaker, or other device on the roof or exterior walls of the Premises.

5.2.4 Opening for Business and Operation Covenants. Tenant acknowledges that the opening for business and operation in the Premises under Tenant's Permitted Use and Trade Name are of utmost importance to the other tenants of the Shopping Center, the local community, and to Landlord in the renting of office, retail, and other space in the Shopping Center, the renewal of other leases therein, the efficient and economic supply of services and utilities, and in the character and quality of other tenants and occupants of the Shopping Center. Tenant therefore covenants and agrees that Tenant shall (i) initially open for business to the public under the Trade Name no later than the Lease Commencement Date and (ii) keep the Premises in a neat, clean, and orderly condition. Further, Tenant shall at all times keep and maintain within and upon the Premises adequate supplies and products and have sufficient personnel to service and supply the demands and requirements of its customers. Tenant shall have its exterior signs and exterior advertising displays (which must be previously approved by Landlord pursuant to Section 5.2.3 above) adequately illuminated continuously during Tenant's hours of operation.

5.3 Labor Harmony

Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials, or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor, or services in or about the Shopping Center, provided, however, Tenant shall not be obligated to terminate any contractor, worker, or supplier to the extent not permitted by any applicable agreement or contract or to the extent said termination would violate any applicable law.

5.4 Radius Restriction

Intentionally deleted.

5.5 Food Service Restrictions

If the Permitted Use involves food service, subject to compliance with all applicable laws, the Restriction Documents, and Tenant's Permitted Use of the Premises, Tenant shall be entitled to prepare food items within the Premises, utilizing kitchen equipment and ventilation systems (like those typically used by similar restaurants and required by any applicable law) or such other equipment and systems to be constructed and installed pursuant to the provisions of the Work Letter Agreement and this Lease. In any event, Tenant shall use all reasonable efforts to minimize obnoxious or objectionable odors and noises in the Premises and to preclude any such odors and noises from being emitted therefrom, and all odors and fumes from the Premises shall only be emitted through such ventilation systems for the Premises preapproved by Landlord in writing, which approval shall not be unreasonably withheld, and all applicable governmental agencies. In addition, Tenant shall, at its sole cost and expense: (i) be responsible for properly cleaning and repairing any spills, waste, or damage in all Common Areas occasioned by deliveries to the Premises or the consumption of food, beverages, and other items sold by Tenant; (ii) if found by Landlord to be reasonably necessary, install and operate mechanical, chemical, or electrical insect traps, approved by Landlord in writing as to location and type, which approval shall not be unreasonably withheld, in an effort to eliminate all gnats, flies, and insects from the Premises and adjacent portions of the Project; and (iii) cause all trash contained within the Premises to be emptied on a regular basis, and disposed of in trash container(s) approved by Landlord.

5.6 Liquor License

This Section 5.6 shall only have application and any effect if the Permitted Use provides for the service of liquor; otherwise, its provisions should be disregarded in full. If Tenant has not yet obtained a liquor license ("Liquor License") permitting Tenant to legally sell such alcoholic beverages in the Premises, Tenant agrees to use Tenant's reasonable efforts to obtain, at Tenant's sole cost and expense, the Liquor License prior to the date Tenant is required to open for business under Section 5.2.4 above or as soon thereafter as is possible. No portion of the Allowance, if any, to be contributed by Landlord pursuant to the Work Letter Agreement may be used to pay for any costs associated with obtaining such Liquor License. Tenant agrees to comply with all laws, rules, regulations, and ordinances relating to the Liquor License and its use. Upon receipt of a request from Landlord, Tenant shall notify Landlord as to the status of Tenant's efforts to obtain the Liquor License.

5.7 Hazardous Materials

(i) For purposes of this Lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

(ii) Tenant will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises or the Shopping Center by Tenant, its agents, employees, or contractors, except as set forth in Section 5.2.2. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Shopping Center to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. To the extent Tenant has knowledge of such actions or claims, Tenant will immediately advise Landlord in writing of (a) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (b) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed and shall not be required in the event of an emergency.

(iii) Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against all demands, claims, actions, causes of action, proceedings, penalties, fines, damages, awards, judgments, assessments, losses, liabilities, obligations, costs, and expenses, including, without limitation, attorneys' fees and costs, arising out of, resulting from, relating to, or in connection with (a) Tenant's breach of its obligations in this Section 5.7, and/or (b) removal, cleanup, and restoration work and materials necessary to return the Premises and any other property to their condition existing prior to the introduction of Hazardous Materials by Tenant, its agents, employees, or contractors. Tenant's obligations under this Section 5.7 with respect to activities arising prior to the termination or expiration of this Lease will survive the expiration or other termination of this Lease.

(iv) To Landlord's actual knowledge, without inquiry or investigation, as of the date of the execution of this Lease, no portion of the Premises is being used or has been used for the storage, use, generation, or disposal of Hazardous Materials.

5.8 Refuse

Tenant shall empty all trash, rubbish, waste material, and other garbage within the Premises on a regular basis and dispose of it in the Premises' trash containers, as approved by Landlord, at Tenant's expense. Tenant shall maintain said trash containers in a clean and orderly condition, completely enclosed and screened. Tenant shall not burn any garbage in or about the Premises or anywhere within the Shopping Center. If Tenant's garbage is of a deteriorating nature, creating offensive odors, Tenant shall utilize and maintain at its cost and expense refrigerated facilities as may be reasonably required by Landlord or by law.

5.9 Deliveries

The delivery, loading, unloading, and shipping of merchandise, supplies, inventory, fixtures, and other materials or goods of whatsoever nature to or from the Premises and all loading, unloading, and handling thereof shall be done at reasonable times from the Premises' loading dock, if any, and such other areas and means as are reasonably permitted by Landlord from time to time and completed prior to 11:30 A.M. of each day. No deliveries shall be permitted prior to 7:00 AM. Tenant shall prevent delivery trucks and other vehicles servicing the Premises from parking or standing in service areas for undue periods of time. Landlord accepts no liability and is hereby relieved and released by Tenant in respect of the operation of the delivery facilities, or the adequacy thereof, or the acts or omissions of any person or persons engaged in the operation thereof, or in the acceptance, holding, handling, delivery or dispatch, or failure of any acceptance, holding, handling or dispatch, or any error, negligence, or delay therein. Landlord may from time to time make and amend regulations respecting delivery services. Tenant shall inform suppliers of such times and regulations respecting delivery so as to accommodate the ease of delivery to and from the Shopping Center. Tenant shall remove all such merchandise and other delivered items from the loading area or other Common Areas immediately upon such delivery.

ARTICLE 6

SERVICES AND UTILITIES

6.1 Cleaning and Maintenance

During the Term, Tenant shall, at its own expense, keep the entire Premises and any loading docks and trash areas used by Tenant or serving the Premises in a neat and clean condition, including, but not limited to, re-lamping, removal of debris and garbage from the Premises and such loading docks, and cleaning of the exterior portions of the Premises and all windows, window frames, and doors of the Premises. Tenant, at its discretion, shall either separately contract at its sole expense for janitorial services for the entire Premises with reputable, janitorial contractors in accordance with the maintenance standards set forth in this Lease or self perform all or any portion of the janitorial services.

6.2 Utilities

Subject to the provisions of Section 1 of the Work Letter Agreement, from and after the date of this Lease, Landlord agrees that it will cause to be made available to Tenant upon or adjacent to the Premises, facilities for the delivery to the Premises of water, electricity, and telephone service, and for the removal of sewage from the Premises. Tenant agrees to use such utilities in connection with the use of the Premises. Such utilities will be separately metered at Landlord's option, in which case, Tenant shall make

payment directly to the entities providing such utilities and services. Tenant agrees, at its own expense, to pay for all water, sewer, trash, electric current, and all other utilities used by Tenant on or from the Premises from and after the commencement of Tenant's Work, and Tenant agrees to provide, at Tenant's sole cost and expense, any check meters of the type required by Landlord or the appropriate governing authority. In the event that any utilities are furnished to the Premises by Landlord, whether sub-metered or otherwise, then and in that event, Tenant shall pay Landlord for such utilities, but the rates charged to Tenant by Landlord shall not exceed those of the public utility company furnishing same to Landlord as if its services were being furnished directly to Tenant. Where any such utilities are not separately metered, Landlord shall pro-rate same on an equitable basis. Landlord may pro-rate the cost of water service among Tenant and the other tenants of the Shopping Center serviced by the applicable meter based on the number of fixture units attributable to the Premises over the total number of fixture units serviced by the applicable meter (as defined in the applicable state and/or county codes).

6.3 Landlord Control of Exterior Lighting.

Notwithstanding any provision to the contrary contained herein, Landlord and Tenant hereby acknowledge and agree that although Tenant shall be responsible for the entire cost of any utilities utilized by Tenant for the exterior lighting of the Premises, including without limitation, the illumination of any exterior Tenant signage, such utilities shall be tied to a Landlord-controlled utility relay and Landlord shall determine, in its sole and absolute discretion, the times when such utilities shall be turned on and off.

6.4 Interruption of Utilities

Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure, delay, diminution, or interruption of any utilities or services for any reason and such failure, delay, diminution, or interruption shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for any injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to any such failure, delay, diminution, or interruption of such utilities or services because Tenant is required to insure against said interruption pursuant to Section 10.3 below.

ARTICLE 7

REPAIRS

Tenant agrees at all times from and after delivery of possession of the Premises to Tenant, and at its own cost and expense, to repair and maintain the Premises and every part thereof in good and tenable condition including, but not limited to, floor coverings, utility meters, pipes and conduits, all fixtures, heating and air conditioning equipment and ducting installed by Landlord, and all other equipment therein, the storefront or storefronts including plate glass, all Tenant's signs and signage, locks and closing devices, and all window sash, casement or frames, doors and door frames, ceilings, ceiling tiles and lighting, and all items of repair, maintenance and improvement or reconstruction as may at any time or from time to time be required with respect to the Premises by any governmental agency having jurisdiction, but excluding the roof structure, exterior walls, structural portions of the Premises and structural floor, unless the same are required to be modified because of Tenant's use of the Premises or Tenant's alterations, improvements, additions, fixtures or personal property. Tenant agrees to operate the air conditioning equipment serving the Premises during all business hours so that inside temperatures of the Premises are maintained within a range in which a majority of adults will be comfortable in the Premises. All glass, both exterior and interior, shall be maintained at Tenant's sole cost and expense, and any glass broken shall be

promptly replaced by Tenant with glass of the same kind, size and quality. Tenant's failure to replace broken glass within seventy-two (72) hours following the occurrence of the breakage, or the failure by Tenant to replace same with glass of the same kind, size and quality, shall constitute a material and incurable breach hereof which shall, at Landlord's sole and arbitrary discretion, entitle Landlord to terminate this Lease upon written notice to Tenant. The foregoing notwithstanding, Tenant shall not be permitted to (i) go onto the roof of the Premises without Landlord's prior written approval, (ii) penetrate the roof membrane without Landlord's prior approval and, upon obtaining such approval, only by using Landlord's approved roofing contractor, or (iii) make any repairs to the structural portion of the building or to any common building systems. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any portion thereof, including Tenant's storefront(s), in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, the cost of such work shall be paid by Tenant promptly upon receipt of bills therefor. Failure of Tenant to pay any of said charges within ten (10) days of receipt of bills therefor shall constitute a default hereunder. Upon any surrender of the Premises, Tenant shall deliver the Premises to Landlord, upon the expiration or earlier termination of this Lease, in good order, condition and state of repair, ordinary wear and tear excepted, and excepting such items of repair as may be Landlord's obligation hereunder.

Notwithstanding any provision of this Lease to the contrary, Tenant shall keep in good order and repair all heating and air conditioning equipment for the Premises. Tenant agrees to enter into a regularly scheduled preventative maintenance/service contract (the "Service Contract") on or before the Lease Commencement Date with a maintenance contractor selected by Landlord, for the servicing of all heating and air conditioning systems and equipment within the Premises. The Service Contract shall include all scheduled maintenance as recommended by the equipment manufacturer as set forth in the operation/maintenance manual. Notwithstanding the foregoing, Landlord may (but shall not be obligated to) elect to maintain and/or service the heating and air conditioning equipment serving the Premises, in which event, Tenant shall pay to Landlord all costs and expenses for the repair, maintenance and replacement of all heating and air conditioning equipment for the Premises. If Landlord shall so elect to maintain the heating and air condition equipment serving the Premises, then, at Landlord's option, commencing on the Lease Commencement Date and thereafter on the first (1st) day of each calendar month of the Lease Term, Tenant shall pay to Landlord one-twelfth (1/12) of an amount estimated by Landlord to be Tenant's share of such heating and air conditioning expenses for the ensuing calendar year or balance thereof (including reasonable reserves). On or before April 1 of each calendar year, or as soon thereafter as practicable, Landlord shall furnish Tenant a statement covering the preceding calendar year and the payments made by Tenant with respect to such calendar year as set forth above. If Tenant's share of such heating and air conditioning expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of Landlord's statement. If Tenant's payments exceed Tenant's share of such heating and air conditioning expenses, Landlord shall have the option of (i) paying such excess to Tenant upon Landlord's delivery of such statement; or (ii) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses as set forth above. Failure of Tenant to pay any of the charges required by this Section to be paid when due shall constitute a material default under the terms of this Lease. Expenses incurred in connection with the operation, maintenance, repair and replacement of heating and air conditioning equipment by the party performing same shall include, but not be limited to, all sums expended in connection with such heating and air conditioning equipment for all general maintenance, lubrication and/or adjustments, cleaning and/or replacing filters, replacing belts, repairing and/or replacing worn out parts, repairing and/or replacing utilities, duct work and machinery, maintenance and insurance contracts carried on the heating and air conditioning equipment, and all other items of expense incurred by such party in connection with the operation, maintenance, repair and replacement of the heating and air conditioning equipment.

Landlord shall maintain and repair, or cause to be repaired and maintained, in good condition and repair, the Common Areas of the Shopping Center; provided, to the extent that such maintenance and repairs are caused by the negligence, willful misconduct, or breach of this Lease by Tenant or its employees, agents, representatives, contractors, or invitees, Tenant shall pay to Landlord as Additional Rent the reasonable cost of such maintenance and repairs plus a reasonable percentage not to exceed ten percent (10%) of the costs thereof to reimburse Landlord for all overhead, general conditions, fees, and other costs or expenses arising from Landlord's involvement with such repairs and replacements within five (5) days after being billed for the same. Tenant waives and releases its right to make repairs at Landlord's expense under any law, statute, or ordinance now or hereafter in effect. There shall be no abatement of Rent and liability of Landlord by reason of any injury to or interference with Tenants' business arising from the making of or failure to make any repairs, alterations, or improvements in or to any portion of the Shopping Center or the Premises or in or to fixtures, appurtenances, and equipment therein.

ARTICLE 8

ADDITIONS AND ALTERATIONS

8.1 Landlord's Consent to Alterations

Tenant may not make any material improvements, alterations, additions, or changes (collectively, the "Alterations") to the Premises without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent may be withheld by Landlord in Landlord's sole and absolute discretion; provided, however, that Tenant may, at Tenant's sole cost and expense and upon fourteen (14) days prior notice to Landlord, make nonstructural Alterations to the Premises which: (i) do not affect the outside appearance of the Premises and do not create the potential for unusual expenses to be incurred upon the removal of the Alterations and the restoration of the Premises upon the termination of this Lease; (ii) do not affect any part of the Shopping Center outside of the Premises; (iii) do not adversely affect the proper functioning of any of the mechanical, electrical, sanitary, or other service systems or installations of the Shopping Center; (iv) shall be performed at such times and in such manner as Landlord from time to time may reasonably designate; (v) will not result in a breach of this Lease (including Tenant's operation covenant contained in Section 5.2.4 above), or a violation of or require a change in the certificate of occupancy applicable to the Premises; and (vi) costs shall not exceed Ten Thousand Dollars (\$10,000.00) per year. Notwithstanding any provision to the contrary, any Alterations shall not violate the Restriction Documents.

UPON EXECUTION OF THIS LEASE, TENANT ACKNOWLEDGES THAT LANDLORD MAY EXECUTE A NOTICE OF NON-RESPONSIBILITY IN SUBSTANTIALLY THE SAME FORM ATTACHED HERETO AS EXHIBIT "G", AND INCORPORATED HEREIN BY REFERENCE, AND MAY RECORD THE SAME WITHIN THREE (3) DAYS OF EXECUTION OF THIS LEASE PURSUANT TO NEVADA REVISED STATUTES ("NRS") 108.234. TENANT FURTHER AGREES THAT, AT LEAST TEN (10) DAYS PRIOR TO ENTERING INTO CONTRACT WITH ANY PRIME CONTRACTOR INTENDING TO PERFORM ALTERATIONS, AND PRIOR TO THE COMMENCEMENT OF ANY WORK RELATING TO THE PREMISES, TENANT SHALL COMPLY WITH THE REQUIREMENTS OF NRS 108.2403 AND NRS 108.2407 REGARDING POSTED SECURITY AND SHALL NOTIFY LANDLORD IN WRITING OF THE NAME AND ADDRESS OF ANY SUCH PRIME CONTRACTOR TO ENABLE LANDLORD TO PROPERLY SERVE THE RECORDED NOTICE OF NON-RESPONSIBILITY UPON THE PRIME CONTRACTOR PURSUANT TO NRS 108.234. TENANT HEREBY ACKNOWLEDGES THAT TENANT IS REQUIRED TO COMPLY WITH THE TERMS OF THIS SECTION 8.1 AND THE PROVISIONS OF NRS 108.2403 AND (TO THE EXTENT TENANT ESTABLISHES A CONSTRUCTION DISBURSEMENT ACCOUNT PURSUANT TO NRS 108.2403) 108.2407 PRIOR TO COMMENCEMENT OF ANY WORK OF

IMPROVEMENT TO BE CONSTRUCTED, ALTERED OR REPAIRED ON THE PREMISES (SUCH OBLIGATIONS ARE COLLECTIVELY REFERRED TO AS THE "TENANT'S ALTERATION OBLIGATIONS").

TENANT'S INITIALS

The construction by Tenant of the Work (as defined in Exhibit "E" attached hereto) to the Premises shall be governed by the terms of the Work Letter Agreement and not the terms of this Article 8; provided that Tenant shall comply with Tenant's Alteration Obligations in Tenant's construction of the Work. Prior to the commencement of any Improvement or Alterations to or of the Premises on behalf of Tenant, Tenant shall deliver to Landlord a signed and acknowledged waiver (or release) of liens from each contractor, subcontractor, or materialman in a form approved by Landlord, and to the extent permitted by law, Tenant shall at Tenant's expense cause the duly executed and notarized waiver (or release) to be recorded in the Office of the Clark County Recorder.

8.2 Manner of Construction

Landlord may impose, in connection with such Alterations or repairs of the Premises or about the Premises, such reasonable requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, materials, mechanics, and materialmen approved by Landlord, which approval shall not be unreasonably withheld. In any event, a contractor acceptable to Landlord shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost. Tenant shall construct such Alterations and perform such repairs in conformance with the Restriction Documents and any and all applicable federal, state, county, or municipal laws, rules, and regulations and pursuant to a valid building permit, if required. All work with respect to any Alterations must be done in a good and workmanlike manner and in the most expeditious and diligent manner reasonable possible to completion to the end that the Premises shall at all times be a complete unit except during the period of work and so that to the extent reasonably practical any disruption or inconvenience to the Shopping Center and tenants of the Shopping Center is minimized. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Shopping Center or any portion thereof, by any other tenant of the Shopping Center and their invitees, so as not to obstruct the business of Landlord or other tenants in the Shopping Center or interfere with the labor force working in the Shopping Center, with adequate provisions for the safety and convenience of tenants of the Shopping Center and to control dust, noise, and other effects of such work using methods commonly utilized to control such effects associated with construction centers. Tenant shall repair at its own cost and expense all damage caused by such work and shall restore any effected portion of the Shopping Center to the condition which existed prior to the beginning of such work. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the applicable recorder's office, to the extent required by Nevada law, and Tenant shall deliver to the Shopping Center management office a reproducible copy of the "as built" drawings of the Alterations as well as full and final waivers of all liens for labor, services, or materials.

8.3 Payment for Improvements

In the event Tenant requests any Alterations or repair work directly from Landlord, and Landlord agrees to perform such work, the charges for such work shall be deemed Additional Rent under this Lease, payable, at Landlord's election, within (i) ten (10) days of Landlord's billing therefor, or (ii) pursuant to a progress payment construction schedule reasonably approved by Landlord. Upon completion of such work, Landlord shall obtain full and final waivers of all liens for labor, services or

materials. If Tenant requests any such work directly from Landlord, Tenant shall pay to Landlord a reasonable percentage, not to exceed ten percent (10%) of the cost of such work sufficient to compensate Landlord for all overhead, general conditions, fees, and other costs and expenses arising from Landlord's involvement with such work.

8.4 Construction Insurance

In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant or Tenant's contractor carries "Builder's All Risk" insurance in an amount approved by Landlord, which approval shall not be unreasonably withheld covering the construction of such Alterations, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof.

8.5 Landlord's Property

All Alterations, Improvements, fixtures, and/or equipment that may be installed or placed in or about the Premises, and all signs installed in, on, or about the Premises as approved by Landlord, from time to time, shall be at the sole cost of Tenant and, except for Tenant's signs, trade fixtures, equipment, and other personal property, shall be and become the property of Landlord, except that Tenant may remove any signs, trade fixtures, and/or equipment that Tenant can reasonably substantiate to Landlord have not been paid for by Landlord, provided Tenant repairs any damage to the Premises caused by such removal. If Tenant fails to repair any damage caused by the removal of any such trade fixtures and/or equipment, Landlord may do so and may charge the cost thereof to Tenant. Tenant hereby indemnifies and holds Landlord harmless from any liability, cost, obligation, expense, or claim of lien in any manner relating to the installation, placement, removal, or financing by Tenant of any such Alterations, Improvements, fixtures, and/or equipment in, on, or about the Premises, except to the extent arising from Landlord's willful misconduct or breach of this Lease.

ARTICLE 9

COVENANT AGAINST LIENS

Tenant agrees that it shall not cause or permit any lien or encumbrance of any kind whatsoever, if created or caused by the act of Tenant, to attach to or be placed upon the Shopping Center or Premises. Landlord shall have the right at all times to post and keep posted on the Premises any notice that it deems necessary for protection from such liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Shopping Center or the Premises, or any portion thereof, with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause such lien to be released and removed of record within thirty (30) days after the recording of such lien against the Shopping Center or Premises or post an appropriate bond, pre-approved by Landlord in writing, within such thirty (30) day period. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed or Tenant has not posted an appropriate bond necessary to release such liens on or before the date occurring thirty (30) days after notice of such lien is delivered, by Landlord to Tenant, Landlord, at its sole option, may immediately take all action reasonably necessary to release and remove such lien, without any duty to investigate the validity thereof, and all reasonable sums, costs, and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall be due and payable by Tenant within ten (10) days following the delivery of written notice to Tenant thereof.

ARTICLE 10

INSURANCE

10.1 Indemnification and Waiver

To the extent not prohibited by law and except for claims relating to Hazardous Materials existing upon the Premises prior to the execution of this Lease or the migration thereon from offsite sources not caused by Tenant after the execution of this Lease, Landlord, its respective officers, agents, servants, and employees shall not be liable for, and are hereby released from, any responsibility for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant due to the Premises or any part thereof or any appurtenances thereof needing repair (including any improvements, materials, or equipment relating to telephone or telecommunication systems), or due to the occurrence of any accident or event in or about the Shopping Center, or due to any act or neglect of any tenant or occupant of the Shopping Center, including the Premises, or of any other person. The provisions of this Section 10.1 shall apply particularly, but not exclusively, to damage caused by gas, electricity, steam, sewage, sewer gas or odors, fire, water, or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures, and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different nature. Tenant further agrees that all personal property upon the Premises or Shopping Center shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Tenant shall indemnify, defend, protect, and hold harmless Landlord its respective officers, agents, servants, and employees from any and all loss, cost, damage, expense, liability (including without limitation court costs and reasonable attorneys' fees), penalties, and charges (collectively, the "Claims") incurred in connection with or arising from any cause in, on, or about the Premises, including, without limiting the generality of the foregoing: (i) any failure by Tenant in the observance or performance of any of the terms, covenants, or conditions of this Lease on Tenant's part to be observed or performed; (ii) the use or occupancy of the Premises by Tenant or any person claiming by, through, or under Tenant; (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever, excluding claims arising out of Hazardous Materials existing upon the Premises prior to the execution of this Lease or the migration thereon from offsite sources not caused by Tenant after the execution of this Lease; or (iv) any acts, omissions, or negligence of Tenant or of any person claiming by, through, or under Tenant, or of the contractors, agents, servants, employees, visitors, or licensees of Tenant or any such person, in, on, or about the Premises or anywhere else within the Shopping Center to the extent relating to their activities on the Premises, including, without limitation, any acts, omissions, or negligence in the making or performance of any Alterations (whether prior to or during the Lease Term). Landlord shall defend, indemnify, and hold harmless Tenant from and against any and claims arising out of Hazardous Materials existing upon the Premises prior to the execution of this Lease or the migration thereon from offsite sources caused by Landlord after the execution of this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease. The respective obligations of the parties under this Section 10.1 are subject to the following conditions: (i) the party seeking indemnity ("Indemnitee") shall promptly notify the other party ("Indemnitor") of any Claims; (ii) the Indemnitee shall not take any actions, including an admission of liability, that would bar the Indemnitor from enforcing any applicable coverage of insurance held by the Indemnitor or prejudice any defense of the Indemnitor in any legal proceedings pertaining to such Claim or otherwise prevent the Indemnitor from defending itself or the Indemnitee with respect to such Claim; (iii) the Indemnitee shall not enter into any settlement agreement or arrangement without the prior consent of the Indemnitor, which consent may be granted or withheld in the Indemnitor's sole discretion; (iv) the indemnification obligations of the Indemnitor shall not apply to the extent that the Indemnitee actually receives insurance proceeds with respect to such Claim, and (v) for any liability that Landlord may have under this Lease to Tenant, Landlord

shall not be liable to Tenant for any damages whatsoever to the extent said damages are insured under the insurance policies required to be maintained by Tenant under Section 10.3.

10.2 Landlord's Insurance

Tenant shall neither use the Premises nor permit the Premises to be used or acts to be done therein that will (i) increase the premium of any insurance carried by Landlord with respect to the Shopping Center or any part thereof; (ii) cause a cancellation of or be in conflict with any such insurance policies; (iii) result in a refusal by insurance companies of good standing to insure the Shopping Center or any part thereof in amounts reasonably satisfactory to Landlord; or (iv) subject Landlord to any liability or responsibility for injury to any person or property by reason of any operation being conducted in the Premises other than acts or uses that are consistent with the Permitted Use. Tenant shall, at Tenant's expense, comply as to the Premises with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies, then Tenant shall reimburse Landlord for any such increase and Landlord shall have the option to terminate the Lease at any time thereafter. Tenant, at Tenant's expense, shall comply with all applicable rules, orders, regulations, or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3 Tenant's Insurance

Tenant further covenants and agrees that it will carry and maintain during the entire Lease Term hereof, at Tenant's sole cost and expense, the following types of insurance in the amounts and forms hereinafter specified:

A. Public Liability and Property Damage. Tenant shall at all times during the Lease Term maintain in effect a policy or policies of bodily injury liability and property damage liability insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate, insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, condition, use, or occupancy thereof, and property damage liability. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 10.1 hereof. Such policies shall include, without limitation, coverage for fire, explosion, and water damage legal liability coverage.

B. Plate Glass. Tenant shall be responsible for the maintenance of the plate glass on the Premises and to insure the risk pursuant to Section 10.2(C) hereof. Tenant's responsibility for maintenance of the plate glass includes its replacement in the event repair of the glass would not restore the glass to its original condition and specifications at the time of installation. In the event Tenant replaces the plate glass, Tenant shall replace it with plate glass that conforms with the original plate glass specifications.

C. Tenant Improvements. Tenant shall at all times during the Lease Term maintain in effect insurance covering all of Tenant's Work, Tenant's leasehold improvements, alterations or additions, Tenant's trade fixtures, merchandise and all personal property from time to time in, on or upon the Premises, in an amount not less than one hundred percent (100%) of their full replacement cost, without depreciation, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds from such insurance shall be used solely for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article XI hereof, whereupon any proceeds of insurance covering Tenant's leasehold improvements and any alterations or additions to the Premises shall be payable to Landlord.

D. Workers' Compensation. Tenant shall at all times during the Lease Term carry Workers' Compensation insurance for all of Tenant's employees.

E. Business Interruption. Tenant shall at all times during the Lease Term maintain in effect business interruption or loss of income insurance in amounts sufficient to cover annual Base Rent and all other charges due under the Lease for twelve (12) months and compensate Tenant for at least one (1) year of loss of all profits.

F. Liquor Insurance. If the service of liquor is a Permitted Use, liquor liability insurance coverage in limits of not less than \$2,000,000.

10.4 Policy Requirements

The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. All policies of insurance provided for herein shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of not less than Class X as rated in the most current available Best's Insurance Reports and qualified to do business in the State of Nevada. All such policies shall name Landlord, Landlord's first mortgagee or beneficiary (currently Allianz), and County as additional insureds and loss payees, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant, Landlord's first mortgagee or beneficiary, and County. Executed copies of such policies of insurance or original certificates thereof shall be delivered to Landlord within ten (10) days after delivery of possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under such policies for any loss occasioned to it, its servants, agents, or employees by reason of any act or omission of Tenant or its servants, agents, employees or contractors. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant pursuant to the terms of this Article 10. All policies of insurance delivered to Landlord must contain a provision that the company writing such policy will give to Landlord and all other additional insureds at least thirty (30) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amount of or other material change of insurance. All public liability, property damage and other casualty policies maintained by Tenant shall be written as primary policies, and any insurance maintained by Landlord shall be excess insurance only.

10.5 Increase in Coverage

In the event Landlord or Landlord's first mortgagee or beneficiary deems it necessary to increase the amounts or limits of insurance required to be carried by Tenant hereunder, Landlord may reasonably increase such amounts or limits of insurance, and Tenant shall increase the amounts or limits of the insurance required to be carried by Tenant hereunder and shall provide Landlord with policies or original certificates indicating the increased amounts or limits as provided in Section 8.3 hereof.

10.6 Blanket Coverage

Tenant's obligations to carry insurance provided for in this Article may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant, provided that Landlord, or Landlord's first mortgagee or beneficiary and Landlord's lessor, shall be named as an additional insured thereunder as their respective interests may appear; and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit

Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies of certificates thereof are not required to be delivered to Landlord.

10.7 Subrogation

Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance upon the Premises waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be. Tenant hereby waives any right that it may have against Landlord on account of any loss or damage to Tenant's property to the extent such loss or damage is required to be insured against hereunder or is otherwise insured under policies of insurance for fire and all risk coverage, theft, or other similar insurance.

ARTICLE 11

DAMAGE AND DESTRUCTION

11.1 Insured Casualty.

In the event that the Premises are partially or totally destroyed by fire or any other peril covered by insurance maintained by Landlord, Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty; and Landlord shall, within a period of one hundred eighty (180) days after the occurrence of such destruction, but only to the extent that proceeds of such insurance are received by Landlord for such purpose, commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect. In the event insurance proceeds are not sufficient to pay the cost of such reconstruction, or if the damage or destruction is due to the acts or omissions of Tenant, its agents, employees or contractors, or if Landlord is restricted by any governmental authority, Landlord may elect to either terminate this Lease or pay the cost of such reconstruction. Such reconstruction shall be only to the extent necessary to restore the Landlord's Work in the Premises. Tenant shall be obligated for the restoration of all of the items specified as Tenant's Work in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises, and Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and approval, which approval shall not be unreasonably withheld or delayed, all plans, specifications, and working drawings relating thereto, and Landlord shall approve the contractors, which approval shall not be unreasonably withheld or delayed, to perform such work. Tenant shall diligently prosecute said work to completion without delay or interruption, except for events beyond the reasonable control of Tenant, and so as to not obstruct the business of Landlord or other tenants in the Shopping Center or interfere with the labor force working in the Shopping Center, with adequate provisions for the safety and convenience of tenants of the Shopping Center and to control dust, noise, and other effects of such work using methods commonly utilized to control such effects associated with construction centers.

11.2 Uninsured Casualty.

In the event that the Premises are partially or totally destroyed as a result of any casualty or peril not covered by Landlord's insurance, Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty; and Landlord may, within a period of one hundred eighty (180) days after the occurrence of such destruction (a) commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or (b) notify Tenant in writing that it elects not to so reconstruct or restore the Premises, in which event this Lease shall cease and terminate as of the date of service of such notice, unless Tenant is unable to continue the operation of its business after the occurrence of such destruction, in which event

this Lease shall cease and terminate as of the date of such destruction. In the event of any reconstruction of the Premises by Landlord following destruction as a result of any casualty or peril not covered by Landlord's insurance, such reconstruction shall be only to the extent necessary to restore the Landlord's Work in the Premises. Tenant shall be obligated for the restoration of all of the items specified as Tenant's Work in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises, and Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and approval, which approval shall not be unreasonably withheld or delayed, all plans, specifications, and working drawings relating thereto, and Landlord shall approve the contractors, which approval shall not be unreasonably withheld or delayed, to perform such work. Tenant shall diligently prosecute said work to completion without delay or interruption, except for events beyond the reasonable control of Tenant, and so as to not obstruct the business of Landlord or other tenants in the Shopping Center or interfere with the labor force working in the Shopping Center, with adequate provisions for the safety and convenience of tenants of the Shopping Center and to control dust, noise, and other effects of such work using methods commonly utilized to control such effects associated with construction centers.

11.3 Damage to the Shopping Center.

Notwithstanding anything to the contrary herein contained, in the event of a total destruction of the Shopping Center or a partial destruction of the Shopping Center, the cost of restoration of which would exceed one-third (1/3) of the then replacement value of the Shopping Center, by any cause whatsoever, whether or not insured against and whether or not the Premises are partially or totally destroyed, Landlord may, within a period of one hundred eighty (180) days after the occurrence of such destruction, notify Tenant in writing that it elects not to so reconstruct or restore the Shopping Center, in which event this Lease shall cease and terminate as of the date of such destruction.

11.4 Damage Near End of Term.

Notwithstanding the foregoing, in the event that the Premises are partially or totally destroyed during the last two (2) years of the Lease Term, or the last two (2) years of any Extended Term, Landlord and Tenant each shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such destruction, in which event this Lease shall cease and terminate as of the date of service of such notice. For the purposes of this Article, partial destruction shall be deemed to be a destruction to an extent of at least one-quarter (1/4) of the full replacement cost of the Premises as of the date of destruction.

11.5 Release of Liability.

In the event of any termination of this Lease in accordance with this Article, the parties shall be released thereby without further obligation to the other party coincidental with the surrender of possession of the Premises to Landlord except for items which have theretofore accrued and are then unpaid or unperformed.

11.6 Abatement of Rent.

In the event of reconstruction and restoration as herein provided, and provided Tenant has maintained the business interruption or loss of income insurance required pursuant to Section 10.3, to the extent that the proceeds of such business interruption or loss of income insurance are paid to Landlord during the period of reconstruction and restoration, Base Rent payable hereunder shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired during the remainder of the period of reconstruction and restoration, provided the amount of Base Rent abated pursuant to this

Section 11.6 shall in no event exceed the amount of loss of rental insurance proceeds actually received by Landlord. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay all rent and other charges, except the entire Base Rent, shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such destruction, reconstruction or restoration. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Landlord is obligated to restore or may restore under any of the provisions of this Lease.

11.7 Waiver of Statutory Provisions

The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises or the Shopping Center, and any statute or regulation with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises or the Shopping Center.

11.8 Lender's Prior Rights to Insurance Proceeds

Tenant acknowledges that the rights of any lender holding a mortgage or deed of trust against the fee interest in the Premises or Landlord's interest in the Premises ("Secured Lender") to any insurance proceeds applicable to the Improvements shall be superior to the rights of Landlord and Tenant to such proceeds; provided, however, Landlord agrees to cause the Secured Lender to make such insurance proceeds available to Tenant for reconstruction as contemplated in this Lease if Tenant acknowledges and agrees in writing ("Tenant's Notice") to Landlord and the Secured Lender that Tenant waives any right it may have to terminate the Lease due to such fire or casualty and Tenant agrees the insurance proceeds will be used to reconstruct the Improvements. The disbursement of any insurance proceeds applicable to the Improvements shall be subject to the reasonable controls of the Secured Lender or Landlord, as applicable. If Tenant fails to acknowledge and agree that Tenant will not terminate the Lease due to the fire or casualty and the insurance proceeds will be used to reconstruct the Improvements, any insurance proceeds from the fire and extended coverage insurance policies maintained by Tenant (excluding proceeds for Tenant's merchandise, inventory, trade fixtures, signs and personal property) shall be assigned by Tenant to Landlord (or any party designated by Landlord).

ARTICLE 12

NONWAIVER

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by Landlord of any provision of this Lease may only be in writing. Additionally, no express waiver shall affect any provision other than the one specified in such waiver and then only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue, or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit, or judgment.

ARTICLE 13

CONDEMNATION

13.1 Permanent Taking

If the whole or substantially all of the Premises shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, if Landlord shall grant a deed or other instrument under a real threat of condemnation in lieu of such taking by eminent domain or condemnation, or if any portion of the Shopping Center shall be so taken so as to render the Shopping Center not reasonably suitable for continuation of business in Landlord's or Secured Lender's sole and absolute discretion, then Landlord shall have the option to terminate this Lease effective as of the date of such event. In the event that a portion of the floor area of the Premises shall be taken under the power of eminent domain and the portion not so taken will not be reasonably adequate for the operation of Tenant's business to be determined by Landlord in Landlord's sole discretion, notwithstanding Landlord's performance of restoration as hereinafter provided, this Lease shall terminate as of the date possession of such portion is taken. Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property, loss of good will, trade fixtures, signs, and inventory belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses so long as such claim is payable separately to Tenant (all of the foregoing claims of Tenant are collectively referred to as "Tenant's Potential Claims"). Base Rent shall be apportioned as of the date of such taking. If any part of the Premises shall be taken, and this Lease shall not be so terminated, (1) the Base Rent shall be equitably reduced by an amount equal to the product of the (a) monthly Base Rent for that Lease Year and each Lease Year thereafter multiplied by (b) a fraction where the numerator is the square feet of floor area of the Building that was taken as a result of the taking and the denominator is the square feet of floor area of the Building prior to the taking; and (2) Tenant shall, to the extent of the condemnation award received by Landlord, restore such part of the Work as is not taken to as near its former condition as the circumstances will permit.

13.2 Temporary Taking

Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but Base Rent and Additional Rent shall be abated for the period of such taking as provided in Section 13.1. If the temporary taking exceeds one hundred and eighty (180) days, the taking shall be deemed a permanent taking and the rights of Landlord and Tenant shall be governed by Section 13.1 of the Lease. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

14.1 Transfers

(a) Tenant acknowledges that the economic concessions and rental rates set forth in this Lease were negotiated by Landlord and Tenant in consideration of, and would not have been granted by Landlord but for, the specific nature of the leasehold interest granted to Tenant hereunder, as such interest is limited and defined by various provisions throughout this Lease, including, but not limited to,

the provisions of this Article 14 that define and limit the transferability of such leasehold interest. Tenant shall not, without the prior written consent of Landlord, which consent may only be withheld in Landlord's reasonable discretion, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant and its employees and customers (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). Should Tenant desires to effectuate a Transfer, Tenant shall first seek Landlord's consent to a Transfer by notifying Landlord in writing (the "Transfer Notice") and submitting a non-refundable review and processing fee of One Thousand Five Hundred Dollars (\$1,500.00) (the "Review and Processing Fee"), which Transfer Notice shall include (i) the proposed effective date of the Transfer, which shall not be less than sixty (60) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "Subject Space"), (iii) all of the material terms of the proposed Transfer and the consideration therefor, the name, trade name, and address of the proposed Transferee, and a copy of all existing executed and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, and (iv) current financial statements of the proposed Transferee certified by an officer, partner, or owner thereof, and any other information reasonably required by Landlord to determine the financial responsibility, character, retail experience, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void, and of no effect, and shall, at Landlord's option, constitute an Event of Default by Tenant under this Lease.

14.2 Landlord's Consent

Landlord shall have thirty (30) days to consent or refuse consent in writing following Landlord's receipt of the Transfer Notice. Should Landlord not notify Tenant in writing by the end of said thirty (30) day period, Landlord shall be deemed to have refused consent to the proposed Transfer. If Landlord consents to any Transfer pursuant to the terms of this Section 14.2, Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six-month period, enter into such Transfer of the Premises or portion thereof, provided, that if any changes in the terms and conditions from those specified in the Transfer Notice are requested, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 along with an additional fee of fifty percent (50%) of the Review and Processing Fee.

14.3 Effect of Transfer

If Landlord consents to a Transfer, (i) the terms and conditions of this Lease other than Sections 3 and 11 of the Summary shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, and (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord. Tenant acknowledges and agrees that no Transfer relating to this Lease or agreement entered into with respect thereto shall relieve Tenant or any guarantor of the Lease from liability under this Lease. In no event shall the Base Rent, after the Transfer, be less than the Base Rent specified in Section 8 of the Summary. In addition to the foregoing, in the event Landlord consents to a proposed Transfer, Tenant shall repay to Landlord any and all sums received by Tenant from Landlord for the construction and/or remodeling of the Premises.

14.4 Additional Transfers

If Tenant is a partnership or limited liability company, any cumulative transfer of more than twenty percent (20%) of the partnership interests or membership interests shall require Landlord's consent as set forth in this Article 14. If Tenant is a corporation, any change in a controlling interest of the voting stock of the corporation shall require Landlord's consent as set forth in this Article 14.

14.5 Landlord's Right of First Refusal

Intentionally deleted.

14.6 No Release of Tenant

No sublease, assignment, or other Transfer of some or all of the Premises or Tenant's rights under this Lease, whether consented to or not by Landlord, shall release Tenant or change Tenant's primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord.

ARTICLE 15

SURRENDER OF PREMISES; OWNERSHIP AND
REMOVAL OF TRADE FIXTURES

15.1 Surrender of Premises

No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or sub-tenancies affecting the Premises.

15.2 Removal of Tenant Property by Tenant

Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Tenant, reasonable wear and tear excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, furnishings, signs, trade fixtures, and other personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may require to be removed, and Tenant shall repair at its own expense all damage to the Premises resulting from such removal.

15.3 Removal of Tenant's Property by Landlord

Whenever Landlord shall re-enter the Premises as provided in this Lease, any personal property of Tenant not removed by Tenant upon the expiration of the Lease Term, or within ten (10) days after a termination by reason of Tenant's Event of Default as provided in this Lease, shall be deemed abandoned by Tenant and may be disposed of by Landlord in accordance with Nevada law, or in accordance with any laws or judicial decisions which may supplement or supplant those provisions from time to time.

15.4 Landlord's Actions on Premises

Except to the extent arising from Landlord's willful misconduct or breach of this Lease, Tenant hereby waives and releases Landlord from all claims for damages or other liability in connection with Landlord's or its agents' or representatives' reentering and taking possession of the Premises or removing, retaining, storing, or selling the property of Tenant as herein provided, and Tenant hereby indemnifies and holds Landlord harmless from any such damages or other liability, and no such re-entry shall be considered or construed to be a forcible entry.

ARTICLE 16

HOLDING OVER

Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify and hold Landlord harmless against all damages, claims, losses, penalties, charges, and expenses (including reasonable attorney's fees) incurred by Landlord resulting from any delay by Tenant in vacating the Premises. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, shall not constitute a renewal of the lease or an extension for any further term, subject to all of the terms of this Lease applicable to a tenancy at sufferance, except that the Base Rent then in effect shall be equal to one hundred and fifty percent (150%) of the Base Rent in effect immediately prior to the expiration or earlier termination of this Lease. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

ARTICLE 17

ESTOPPEL CERTIFICATES

Within ten (10) days following a request in writing by either party, the receiving party shall execute and deliver to the requesting party an estoppel certificate, which shall be substantially in the form of Exhibit "D" attached hereto (or such other form as may be reasonably required by any prospective mortgagee or purchaser of the Shopping Center or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by the requesting party or the requesting party's mortgagee or prospective mortgagee. The receiving party shall execute and deliver whatever other instruments may be reasonably required for such purposes. Failure of the receiving party to timely execute and deliver such estoppel certificate or other instruments shall constitute an acknowledgment by the receiving party that statements included in the estoppel certificate are true and correct, without exception.

ARTICLE 18

SUBORDINATION

This Lease shall be subject and subordinate to all present and future ground or underlying leases of either or both the fee interest and Landlord's leasehold interest in the Premises or the Shopping Center. The Lease shall also be subject and subordinate to the lien of any mortgage or trust deed concerning either or both the fee interest and Landlord's leasehold interest in the Premises or the Shopping Center, now or hereafter in force, if any, and to all renewals, extensions, modifications, consolidations, and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds (collectively, the "Mortgage"), unless the holders thereof require in writing that this Lease be superior thereto. Provided, this Lease shall not be subordinate to any future Mortgage until Tenant receives a Subordination and Non-Disturbance Agreement in the form attached hereto as Exhibit "H" (the "SNDA") or as modified so long as it does not change the intention of the parties and is approved by each party in its reasonable discretion. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof, to attorn, without any deductions or set-offs whatsoever, to the purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof if so requested to do so by such purchaser, and to recognize such purchaser as the lessor under this Lease; provided that such purchaser shall recognize this Lease and that Tenant's right to possession of the Premises under this Lease shall not be disturbed so long as Tenant faithfully performs all of the duties and obligations of Tenant hereunder. Tenant shall, within ten (10) days of request by Landlord, execute and deliver to Landlord such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm Tenant's agreement to attorn or the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases, or underlying leases; provided that Tenant receives non-disturbance agreements from each of said mortgagees or lessors. If Tenant does not respond within the ten (10) day period, Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument or instruments, provided that such authorization shall in no way relieve Tenant from the obligation of executing such instruments of subordination or superiority. Tenant waives the provisions of any current or future statute, rule, or law that may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease with respect to any foreclosure proceeding or sale, provided, Tenant and the purchaser enter into a subordination, non-disturbance, and attornment agreement. Landlord shall not be obligated, under any circumstances, to subordinate its interest in this Lease, the Premises, or the Shopping Center to any leasehold mortgage or trust deed.

ARTICLE 19

DEFAULTS; REMEDIES

19.1 Events of Default by Tenant

The occurrence of any of the following shall constitute an event of default ("Event of Default") of this Lease by Tenant:

19.1.1 Intentionally deleted; or

19.1.2 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due and such failure continues for five (5) days following the delivery to Tenant of written notice thereof; or

19.1.3 The hypothecation or assignment of this Lease or subletting of the Premises, or attempts at such actions, in violation of Article 14 hereof; or the recording of a document in violation of Section 29.6, without the necessity of a notice from Landlord; or

19.1.4 Any failure by Tenant to observe or perform any other provision, covenant, or condition of this Lease to be observed or performed by Tenant where such failure continues for ten (10) business days after written notice thereof from Landlord to Tenant; provided that (i) if the nature of such default is such that the same cannot reasonably be cured within a ten (10) business day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default and does cure said default no later than thirty (30) days after said written notice, and (ii) the cure period specified in this Section 19.1.4 shall not be applicable to Tenant's obligations under Sections 10.3 and 10.4 and Articles 17 and 18 of this Lease (i.e., Tenant's failure to comply with any provision, covenant, or condition described in such Sections and/or Articles within the time periods specified therein shall constitute a default under this Section 19.1.4); or

19.1.5 To the extent permitted by law, a general assignment by Tenant or any guarantor of the Lease for the benefit of creditors, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within sixty (60) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within sixty (60) days. The notices provided for in this Section 19.1 shall be in lieu of, and not in addition to, any notice required under Nevada law.

19.1.6 Maintaining, committing, or permitting on the Premises waste or a nuisance; use of the Premises for an unlawful purpose or in violation of the Permitted Use; abandonment or vacation of the Premises; attempting to effectuate a Transfer contrary to the provisions of Article 14; or Tenant's breach of a material or monetary provision of this Lease on any occasion during a twelve (12) month period in which Tenant has received three (3) or more notices of a breach of this Lease.

19.1.7 Directly or indirectly operating, owning, or permitting any affiliate, subsidiary, franchise, or parent corporation (or entity) of Tenant to directly or indirectly operate or own an interest in any business in violation of Section 5.4 of this Lease, without the necessity of a notice from Landlord.

Any notice required by this Lease to be sent by Landlord to Tenant and any applicable period of time following delivery of said notice shall run concurrently with any statutory notice requirements. The time periods provided in this Section and throughout this Lease for Tenant to cure or to surrender the Premises shall be in lieu of, and not in addition to, any similar time periods prescribed by applicable state law as a condition precedent to the commencement of legal action against Tenant for possession of the Premises or other relief; provided, however, to the extent the foregoing is not permitted by applicable law, any notice under this Section shall run concurrently with, and not in addition to, any similar time periods prescribed by applicable law. Any notice given is in lieu of any written notice required by statute or law and Tenant waives (to the fullest extent permitted by law) the giving of any notice other than that provided for in this Lease.

19.1.8 Notwithstanding anything to the contrary contained in this Section 19.1 or otherwise in this Lease, Tenant shall not be in default of this Lease for any failure to operate if such cessation of operations or reduction in hours of operation is related to any governmental mandate or recommendation, whether federal, state or local, related to or arising from COVID-19 or any other pandemic or similar public health issue.

19.2 Landlord's Remedies Upon Default by Tenant

Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of any unpaid rent that has accrued at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent that would have accrued after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount reasonably necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease, specifically including but not limited to, brokerage commissions and advertising expenses incurred, and expenses of cleaning and remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others, including but not limited to Rent and Additional Rent. As used in Paragraphs 19.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease, but in no case greater than the maximum amount of such interest permitted by law. As used in Paragraph 19.2.1(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2 Maintain Tenant's right to possession without terminating this Lease, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned, surrendered, or vacated the Premises. In such event, Landlord shall be entitled to reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder. Landlord's election to maintain Tenant's right to possession shall not prejudice Landlord's rights, at any time thereafter, to terminate Tenant's right to possession and proceed in accordance with Section 19.2.1 above. Tenant agrees to keep

all of Tenant's merchandise and personal property at the Premises on the Premises and, continuing during the length of said default, Landlord shall have the right to take the exclusive possession of the same and to use the same free of rent or charge until all defaults have been cured or, at its option, to require Tenant to remove the same forthwith. Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the merchandise or personal property located therein and to place the same in storage at a public warehouse at the expense and risk of Tenant. In the event of the termination of this Lease, Landlord shall have the right, but not the obligation, to take possession of all or any part of the merchandise or personal property located in the Premises for the purpose of mitigating Landlord's damages and should Landlord exercise such right, it shall be deemed to have a lien on said personal property entitling Landlord to take possession of said property as provided for herein while Landlord establishes title thereto.

19.2.3 Pursue any other rights and/or remedies permitted by this Lease and/or applicable state law.

Should Landlord have reentered the Premises under the provisions of Section 19.2.2, Landlord shall not be deemed to have terminated this Lease or have accepted a surrender thereof by any such reentry, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease and Tenant's right to possession. Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer or eviction statutes of the State Nevada and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of, or at any time subsequent to, the serving of such notice and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease. In the event of any reentry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the merchandise, Improvements, or personal property located therein and to place the same in storage at a public warehouse at the expense and risk of Tenant.

19.3 Sublessees of Tenant

Whether or not Landlord elects to terminate this Lease on account of any Event of Default by Tenant as set forth in this Article 19, Landlord shall have the right after the occurrence of an Event of Default to terminate any and all subleases, licenses, concessions, or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions, or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions, or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder; however, such amount received shall be credited against Rent due under this Lease, to the different components of Rent as determined in Landlord's sole discretion.

19.4 Form of Payment After Default

Following the occurrence of an Event of Default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether to cure the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

19.5 Waiver of Default

No waiver by Landlord of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained.

Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default.

19.6 Efforts to Relet

For the purposes of this Article 19, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive but merely illustrative of acts that may be performed by Landlord without terminating Tenant's right to possession.

19.7 Landlord Default

Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within thirty (30) business days after notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises (the "Mortgagee") and to the County, whose names and addresses shall have theretofore been furnished to Tenant, specifying the default in reasonable detail; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) business day period, Landlord shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default in a commercially reasonable fashion. If Landlord fails to cure such default within the applicable cure period, Tenant shall give written notice of such failure to Mortgagee and to the County, specifying wherein Landlord has failed to perform such obligation with an additional period of time equal to that provided to Landlord for either of them to cure. If either Mortgagee or County performs on behalf of Landlord, such default shall be deemed cured. Subject to Section 10.1, in no event shall Landlord be liable under any circumstances for any consequential damages incurred by Tenant including, without limitation, any injury to, or interference with, Tenant's business, (including any loss of profits) arising in connection with this Lease, except to the extent arising from Landlord's willful misconduct or breach of this Lease.

It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, in the event Tenant makes any claim or asserts any cause of action against Landlord or its Affiliates (as defined below) as a result of Landlord's or its Affiliates default, which cannot be brought unless Mortgagee and County fail to cure the alleged Landlord default: (a) Tenant's sole and exclusive remedy shall be against Landlord's share of the current rents (as established in the Master lease), issues, profits, and other income Landlord receives from its operation of the Shopping Center, net of all current operating expenses, liabilities, reserves, and debt service associated with said operation ("Net Income" for purposes of this Section 19.7 only), (b) no real, personal, or mixed property of Landlord or its Affiliates, wherever located, shall be subject to levy for any judgment obtained by Tenant against Landlord, (c) if such Net Income is insufficient to satisfy any judgment, Tenant will not institute any further action, suit, claim, or demand, in law or in equity, against Landlord or its Affiliates for or on the account of such deficiency, and (d) Landlord's default shall not constitute consent by Landlord for Tenant to perform or observe such terms, covenants, or conditions at Landlord's expense; and neither Landlord, nor any of its Affiliates shall have any additional personal liability therefore. The limitations set forth in this Section 19.7 shall be applicable to, and enforceable by, Landlord and/or its Affiliates. Tenant, on behalf of itself and all persons claiming by, through, or under Tenant, hereby expressly waives and releases Landlord and its Affiliates (as defined below) from any and all such additional personal liability.

Landlord and its affiliates, agents, contractors, employees, assignors, predecessors, successors, or Transferees (collectively "Affiliates") shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise, or personal property of Tenant, its employees, invitees, customers, agents, or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, failure, or other defects of the utility installations, air conditioning system, or other common systems and components of the Premises or Shopping Center, or as a result of the exercise by Landlord of its rights under this Lease, except to the extent that such damage or loss is caused by Landlord's and/or its Affiliates' willful misconduct or breach of this Lease. Landlord makes no representations or warranties whatsoever with respect to any air conditioning system or other common systems or utility installations existing as of the date hereof or in the future. Landlord and its Affiliates shall not be liable in damages or otherwise for any discontinuance, failure, or interruption of service to the Premises of utilities, the air conditioning system, or any other systems and services and Tenant shall have no right to terminate this Lease or withhold rent because of the same. Landlord and its Affiliates shall not be liable for any damages arising from any use, act, or failure to act of any other tenant or occupant of the Shopping Center or any other third party associated with the Shopping Center.

ARTICLE 20

COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved, and on keeping, observing, and performing all the other terms, covenants, conditions, provisions, and agreements herein contained on the part of Tenant to be kept, observed, and performed, shall, during the Lease Term, peaceably and quietly have, hold, and enjoy the Premises subject to the terms, covenants, conditions, provisions, and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

ARTICLE 21

SECURITY DEPOSIT

Following the expiration of the Diligence Period, Tenant shall deliver to Landlord a Security Deposit equal to the first month of Base Rent (\$_____). Provided Tenant is not then in default under this Lease, the Security Deposit shall be applied toward Base Rent in Month ____ of the initial lease term, and no security deposit shall be maintained thereafter, (the "Security Deposit"). During the first ____ months of the lease term, said amount shall be held as security for the faithful performance by Tenant of all of its obligations under this Lease. Landlord shall be entitled to any interest that may be earned on the Security Deposit. Landlord shall not be required to hold the Security Deposit and, if Landlord does hold the Security Deposit, Landlord shall not be required to hold the Security Deposit in a segregated account except as may be required by applicable law or any Mortgagee. If any sum payable by Tenant to Landlord pursuant to the Lease shall be overdue and unpaid or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its obligations under the Lease, then Landlord may, at its option and without prejudice to any other remedy that Landlord may have on account thereof, appropriate and apply all or a portion of the Security Deposit to compensate Landlord for Rent, loss or damage, sustained by Landlord, and Tenant shall forthwith restore Security Deposit to the original sum deposited or be deemed in material default of the Lease. Should Tenant comply with all of said obligations, promptly pay all Rent when due and all other sums payable by Tenant to Landlord and Tenant is not then in default under this

Lease, the Security Deposit shall be automatically applied to the ____^h month's Base Rent payment and no further security deposit shall be required under the lease.

ARTICLE 22

NOTICES

All notices, demands, statements, designations, approvals, or other communications (collectively, "Notices") given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or delivered personally or sent by recognized overnight courier service (such as Federal Express) to Landlord or Tenant at the appropriate addresses set forth in Section 13 of the Summary, or to such other place as Landlord or Tenant may from time to time designate in a Notice to the other party. Any Notice will be deemed given (i) three (3) business days after the date that it is mailed as provided in this Article 22; (ii) upon the date personal delivery is made; or (iii) one (1) business day after the date that it is sent by recognized overnight courier service. If Tenant is notified of the identity and address of the holder of any deed of trust or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying lessor shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant.

Tenant is hereby notified that Secured Lender's address is:

Allianz Life Insurance Company of North America
c/o HFF, L.P.
9 Greenway Plaza, Suite 700
Houston, Texas 77046
Loan No.: 100008479

ARTICLE 23

DEVELOPMENT OF THE SHOPPING CENTER

Tenant acknowledges that the Shopping Center may be subdivided. Landlord reserves the right to further subdivide all or a portion of the buildings in the Shopping Center as well as the Premises. Tenant agrees to execute and deliver, upon demand by Landlord and in the form reasonably requested by Landlord, any additional reasonable documents needed to conform this Lease to the circumstances resulting from a subdivision and any all maps in connection therewith. If portions of the Shopping Center or property adjacent to the Shopping Center (collectively, the "Other Improvements") are owned by an entity other than Landlord, Landlord, at its option, may enter into an agreement with the owner or owners of any of the Other Improvements to provide (i) for reciprocal rights of access, use, and/or enjoyment of the Shopping Center and the Other Improvements, (ii) for the common management, operation, maintenance, improvement, and/or repair of all or any portion of the Shopping Center and all or any portion of the Other Improvements, (iii) for the allocation of a portion of the Operating Expenses to the Other Improvements and the allocation of a portion of the operating expenses and taxes for the Other Improvements to the Shopping Center, (iv) for the use or improvement of the Other Improvements and/or the Shopping Center in connection with the improvement, construction, and/or excavation of the Other Improvements and/or the Shopping Center, and (v) for any other matter which Landlord deems necessary. Nothing contained herein shall be deemed or construed to limit or otherwise affect Landlord's right to sell and/or lease all or any portion of the Shopping Center or any other of Landlord's rights described in this Lease. Tenant acknowledges that portions of the Shopping Center and/or the Other Improvements may be under construction following Tenant's occupancy

of the Premises, and that such construction may result in levels of noise, dust, obstruction of access, etc. that are in excess of that present in a fully constructed project. Tenant shall consent to Landlord's granting of additional utility easements on the Premises for purposes of further developing the Shopping Center so long as such easement(s) do not materially interfere with Tenant's business or its use or enjoyment of the Premises. Tenant hereby waives any and all Rent offsets, claims of constructive eviction, or any other claims that may arise in connection with such construction provided, however, Landlord shall use Landlord's commercially reasonable efforts to minimize disruption to Tenant's business caused by any such construction activities. Notwithstanding any other provisions of this Lease, Landlord shall not do or cause anything to be done with respect to the Common Areas or the other portions of the Shopping Center to the extent that Landlord controls or has the right to control that portion of the Shopping Center or the Premises that shall materially interfere with Tenant's use, occupancy, or access to, or conduct or operation of its business on the Premises. Tenant does not rely on the fact, nor does Landlord represent, that there shall be any specific occupants or minimum occupancy level of space in the Shopping Center at any time.

ARTICLE 24

BROKERS

Except for any broker or agent listed in Section 14 of the Summary, Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent occurring by, through, or under the indemnifying party.

ARTICLE 25

LATE CHARGES

No grace period for the payment of any amount due under this Lease exists. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain in advance. Such costs include, but are not limited to, processing and accounting charges, and late charges that may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is due, then Tenant shall immediately pay to Landlord a late charge equal to five percent (5%) of the overdue amount (the "Late Charge"). The parties hereby agree that such Late Charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment of Rent or other sums by Tenant. Landlord's acceptance of such Late Charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. The Late Charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. Tenant hereby agrees that if Tenant is subject to a Late Charge for two (2) consecutive months, Base Rent for the following twelve (12) months shall automatically be adjusted to be payable quarterly, in advance. In addition to the Late Charge, any Rent or other amounts owing hereunder that are not paid within five (5) days after the date that they are due shall bear interest from the date when due until paid at the "Lease Interest Rate" which shall mean a rate per

annum equal to the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable law.

If Base Rent or Additional Rent is paid by check and the check is returned to Landlord for any reason whatsoever without payment, Tenant shall be assessed a late charge and interest on past due amount pursuant this Article 25 above, as well as a Fifty Dollar (\$50.00) fee. If payment is returned for insufficient funds, Landlord has the right to demand that such payment be in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form. If Tenant has two (2) or more insufficient funds' payments in a twelve (12) month period, Tenant shall, at Landlord's option, make all subsequent payments be in the form of a cashiers or certified check.

ARTICLE 26

LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT

26.1 Landlord's Cure

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease within the applicable cure period, or if no cure period exists within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

26.2 Tenant's Reimbursement

Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within fifteen (15) days after delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations reasonably incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; (ii) sums equal to all losses, costs, liabilities, damages, and expenses referred to in Article 10 of this Lease; and (iii) sums equal to all reasonable expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law following any Event of Default by Tenant for which any applicable notice and cure period has expired, including, without limitation, all reasonable legal fees and other amounts so expended. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

ARTICLE 27

ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant (except in the case of an emergency) for Landlord and/or its authorized representatives to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees, tenants, or to the ground or underlying lessors; (iii) post notices of non-responsibility; (iv) perform, after the delivery to Tenant of written notice thereof and Tenant's failure to perform said covenant within the applicable cure period or if none within a reasonable period of time, any covenants of Tenant that Tenant fails to perform; (v) perform

its duties under this Lease, if any, and to perform any work therein that (a) may be necessary to comply with applicable law or the Restriction Documents, (b) Landlord may deem necessary to prevent waste or deterioration of the Premises or the Shopping Center, (c) Landlord may deem necessary in connection with the expansion, reduction, remodeling, or renovation of any portion of the Shopping Center, and/or (d) that may be necessary in connection with the installation, maintenance, and/or modification of any utility lines or related apparatus located within the Premises. Landlord may make any such entries without the abatement of Rent and may take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by such entry by Landlord. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. In connection with the foregoing, Landlord may retain a master key system for the Premises.

ARTICLE 28

PARKING

Tenant, its employees, customers, and guests, shall park only in, and shall have the nonexclusive use of, those parking areas located on the Premises ("Parking Area"). Landlord reserves the right to change the size, configuration, design, location, layout, and all aspects of the Parking Area at any time and Tenant acknowledges and agrees that Landlord may do so, without incurring any liability to Tenant and without any abatement of Rent under this Lease.

Tenant, its employees, and the other tenants within the Shopping Center and employees of other occupants of the Shopping Center shall not be permitted to park their automobiles or other vehicles in the parking areas which may from time to time be designated by Landlord for patrons of the Center. Landlord at all times shall have the right to designate the particular parking area to be used by any or all of such employees and any such designation may be changed by Landlord from time to time in Landlord's sole and absolute discretion. Tenant and its employees shall park their cars only in those portions of the parking area, if any, designated for that purpose by Landlord, and shall attach to their cars any identification stickers or passes required by Landlord. Tenant shall be responsible for providing security for its employees utilizing such parking area. Tenant shall furnish Landlord with its and its employees' license numbers within five (5) days after requested by Landlord, and Tenant shall thereafter notify Landlord of any change within five (5) days after such change occurs. If Tenant or its employees fail to park their vehicles in designated parking areas, Landlord may charge Tenant Fifteen and 00/100 Dollars (\$15.00) per day for each day or partial day per vehicle parked in any areas other than those designated, provided Landlord agrees to give Tenant written notice of the first violation of this provision and Tenant shall have two (2) days thereafter within which to cause the violation to be discontinued and, if not discontinued within said 2-day period, then the Fifteen and 00/100 Dollar (\$15.00) per day fine shall commence. After notice of such violation, no prior notice of any subsequent violation shall be required. All amounts due under the provisions of this paragraph shall be payable by Tenant within ten (10) days after demand therefor. Tenant hereby authorizes Landlord to tow away from the Center any vehicle or vehicles belonging to Tenant or Tenant's employees which are parked in violation of the foregoing or the rules and regulations issued by Landlord from time to time and/or to attach violation stickers or notices to such vehicles.

Nothing contained herein shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles.

ARTICLE 29

MISCELLANEOUS PROVISIONS

29.1 Terms

The necessary grammatical changes required to make the provisions hereof apply either to corporations, limited liability companies, partnerships, other entities, or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

29.2 Binding Effect

Subject to all other provisions of this Lease, each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.3 No Air Rights

No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance, or cleaning in or about the Shopping Center, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

29.4 Short Form of Lease

Should Landlord, any prospective mortgagee of Landlord, or a ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties and/or a description of the Premises and the Lease Term, Tenant agrees to execute and deliver such short form of Lease to Landlord within ten (10) days following the request therefor.

29.5 Transfer of Landlord's Interest

Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Shopping Center and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease arising after the date of the transfer and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder arising after the date of transfer. Tenant further acknowledges that Landlord may assign its interest in this Lease to the holder of any mortgage or deed of trust as additional security, but agrees that such an assignment shall not release Landlord from its obligations hereunder and Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

29.6 Prohibition Against Recording

Except as provided in Section 29.4 of this Lease, neither this Lease, nor any memorandum, affidavit, or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under, or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

29.7 Landlord's Title

Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall, or may encumber the title of Landlord.

29.8 Captions

The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Articles and Sections.

29.9 Relationship of Parties

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer, or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

29.10 Application of Payments

Except as provided in the Work Letter Agreement, Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, notwithstanding any designation made by Tenant, to satisfy any obligations of Tenant hereunder in such order and amounts as Landlord, in its reasonable discretion, may elect.

29.11 Time of Essence

Time is of the essence of this Lease and each of its provisions.

29.12 Partial Invalidity

If any term, provision, or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision, or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision, and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.13 No Warranty

In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord that is not set forth herein or in one or more of the exhibits attached hereto.

29.14 Financial Statements

In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time but not more frequently than semi-annually, upon Landlord's written request, with current financial statements reflecting Tenant's financial condition. The year's end financial statements shall be prepared in accordance with generally accepted accounting principles and, if such is the

normal practice of Tenant, shall be audited by an independent certified public accountant. The financial statements shall consist of (i) an operating statement and (ii) a statement of cash flow.

29.15 Entire Agreement

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease, the exhibits, and schedules attached hereto, the Work Letter Agreement, and any side letter or separate agreement executed by Landlord and Tenant in connection with this Lease and dated of even date herewith, contain all of the terms, covenants, conditions, warranties, and agreements of the parties relating in any manner to the rental, use, and occupancy of the Premises and shall be considered to be the only agreements between the parties hereto and their representatives and agents. None of the terms, covenants, conditions, or provisions of this Lease can be modified, deleted, or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease.

29.16 Right to Lease

Landlord reserves the absolute right to affect such other tenancies in the Shopping Center as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Shopping Center.

29.17 Force Majeure

Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay, or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Prior to an event of Force Majeure extending any time period for performance, the Tenant or Landlord, as the case may be, shall provide written notification ("Force Majeure Notice") to the other party of the event claimed to be an event of Force Majeure and give the other party, if possible, a two (2) day period to cause the cure of such event if such event is susceptible to being cured by the other party. If the event is not cured within the two (2) day period and continues past the second day, an event of Force Majeure shall commence from the day occurring on the third (3rd) day after the other party's receipt of the Force Majeure Notice. If an event of Force Majeure is not susceptible of cure, an event of Force Majeure shall be deemed to have occurred from the date that the other party has received the Force Majeure Notice. The term Force Majeure shall not include any delay caused by the appropriate municipality in issuing a building permit for any of the Work (as defined in Exhibit "E" attached hereto) unless the failure to issue the building permit is due to a moratorium or other similar circumstances.

29.18 Waiver of Redemption by Tenant

Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

29.19 Joint and Several

If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

29.20 Authority

If Tenant is a corporation, limited liability company, or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in Nevada and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

29.21 Attorneys' Fees; Waiver of Jury Trial

Each party hereby waives any right to a trial by jury in any action for specific performance of this Lease, for damages for the breach hereof, or otherwise for enforcement of any remedy hereunder. In the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such reasonable costs and reasonable attorneys' fees as may have been incurred. Further, if for any reason Landlord or Tenant consults legal counsel or otherwise incurs any reasonable costs or expenses as a result of its rightful attempt to enforce the provisions of this Lease following an Event of Default by Tenant or default by Landlord (after expiration of any applicable notice and cure period), even though no litigation is commenced, or if commenced is not pursued to final judgment, Tenant or Landlord, as the case may be, shall be obligated to pay to the other party, in addition to all other amounts for which the other party is obligated hereunder, all of Landlord's or Tenant's reasonable costs and expenses incurred in connection with any such acts, including reasonable attorneys' fees.

29.22 Governing Law and Venue

This Lease shall be construed and enforced in accordance with the laws of the State of Nevada, and the venue for any litigation concerning this Lease shall be in Clark County, Nevada.

29.23 Submission of Lease

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

29.24 Sales Reporting

Tenant shall report its gross sales to Landlord on quarterly basis.

29.25 Independent Covenants

This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the

contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord; provided, however, except as provided herein, that the foregoing shall in no way impair Tenant's right to assert mandatory counterclaims in any action or proceeding or the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Shopping Center or any portion thereof, whose address has theretofore been given to Tenant, and an opportunity is granted to Landlord and such holder to correct such violations as provided in Section 19.7.

29.26 Project Name and Signage

Landlord shall have the right at any time to change the name of the Shopping Center (or portions thereof) and to install, affix, and maintain any and all signs on the exterior and on the interior of the Shopping Center as Landlord may, in Landlord's discretion, desire (subject to Tenant's signage rights as described above).

29.27 Confidentiality

Tenant and Landlord acknowledge that the content of this Lease and any related documents are confidential information. Tenant and Landlord shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than a lender or potential purchaser of the Premises or either party's financial, legal, insurance and space planning consultants or broker.

29.28 Intentionally Omitted

29.29 Interpretation

Landlord and Tenant, and their respective counsel if they so choose, have reviewed and revised this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

29.30 Rules

Tenant is deemed to have received and hereby agrees to abide by any rules implemented and imposed for the Premises and Shopping Center (the "Rules"), and Landlord reserves the right at any time to implement and impose Rules as in Landlord's reasonable judgment may from time to time be necessary for the management, safety, care, and cleanliness of the Premises and Shopping Center, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein, which will not interfere with Tenant's operations or use or occupancy of or access to the Premises or the Common Areas.

29.31 Security Officers

Tenant acknowledges that if Landlord provides security officers for the Common Areas, Landlord does not represent, guarantee, or assume responsibility (1) that Tenant will be secure from any claims relating to such security officers; or (2) for the security of Tenant, its agents, employees, invitees, or contractors or Tenant's property or the property of Tenant's agents, employees, invitees, or contractors. Tenant agrees to take whatever measures it deems prudent to provide any safeguards. Landlord shall have

no obligation to hire, maintain, or provide such services, which may be withdrawn or changed at any time with or without notice to Tenant or any other person and without liability to Landlord.

29.32 Real Estate Investment Trust

Should a real estate investment trust become Landlord hereunder, all provisions of this Lease shall remain in full force and effect except as modified by this Section 29.32. If Landlord in good faith determines that its status as a real estate investment trust under the provisions of the Internal Revenue Code of 1986, as heretofore or hereafter amended, will be jeopardized because of any provision of this Lease, Landlord may request reasonable amendments to this Lease, and Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such amendments do not (a) increase the monetary obligations of Tenant (or otherwise materially change Tenant's obligations) pursuant to this Lease, or (b) in any other manner substantially and adversely affect Tenant's interest in the Premises.

29.33 Landlord Consent

Wherever in this Lease Landlord's consent, approval, or permission (collectively referred to in this Section 29.33 as "Consent") is required, Landlord shall not be deemed to have withheld Consent unreasonably where Landlord's right to give Consent is conditioned upon Landlord obtaining the consent of any other person, tenant, entity, agency, or governmental authority and such other person, tenant, entity, agency, or Governmental Authority does withhold its consent. If Landlord fails to give any Consent that a court later holds Landlord was required to give under the terms of this Lease, Tenant shall be entitled solely to specific performance but in no event shall Landlord be responsible for monetary damages (including incidental and consequential damages) for such failure to give Consent unless such Consent is withheld maliciously or in bad faith.

29.34 Time

In computing any period of time prescribed or allowed by this Lease, unless otherwise expressly provided herein, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a non-judicial day, in which event the period runs until the end of the next day which is not one of the aforementioned days. When the period of time prescribed or allowed is less than six (6) days, intermediate Saturdays, Sundays, and non-judicial days shall be excluded in the computation.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

"TENANT":

_____,
a _____

By: _____

Print Name: _____
Print Title: _____

"LANDLORD":

MCM DEVELOPMENT II, LLC,
a Nevada limited liability company

By: _____

Print Name: James Howard

Print Title: Authorized Signatory

EXHIBIT "A-1"

SITE PLAN

Tenant acknowledges that Landlord may unilaterally change the shape, size, location, number, and extent of the improvements to any portion of the Shopping Center without Tenant's consent.

EXHIBIT "A-2"
DEPICTION OF PREMISES

EXHIBIT "A-3"

LEGAL DESCRIPTION OF SHOPPING CENTER

EXHIBIT "B"

NOTICE OF LEASE TERM DATES

To: _____

Re: Shopping Center Lease dated _____, 202__, between MCM DEVELOPMENT II, LLC, a Nevada limited liability company ("Landlord"), and _____, a Nevada ("Tenant"), concerning certain premises located at _____, Las Vegas, Nevada 89____.

Gentlemen:

In accordance with the referenced Shopping Center Lease (the "Lease"), we wish to advise you and/or confirm as follows:

1. The Lease Term commenced on _____ for a term of _____ ending on _____.
2. Rent commenced to accrue on _____, in the amount of _____.
3. If the Lease Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.
4. Your rent checks should be made payable to _____ at _____.

"LANDLORD": MCM DEVELOPMENT II, LLC,
a Nevada limited liability company

By: _____

Name: James Howard

Title: Authorized Signatory

SHOPPING CENTER LEASE

Agreed to and Accepted as of _____, 202__.

"TENANT":

_____, a _____

By:

Print Name:

Print Title:

EXHIBIT "C"

INTENTIONALLY OMITTED

EXHIBIT "D"**FORM OF ESTOPPEL CERTIFICATE**

The undersigned as Landlord and Tenant under that certain Shopping Center Lease (the "Lease") made and entered into as of _____, 202__, by and between MCM DEVELOPMENT II, LLC, a Nevada limited liability company, as Landlord, and the undersigned as Tenant, for Premises located at _____, Las Vegas, Nevada _____, certifies as follows:

1. Attached hereto as Exhibit "A" is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in Exhibit "A" represent the entire agreement between the parties as to the Premises.
2. The undersigned currently occupies the Premises described in the Lease.
3. The Lease Term commenced on _____, and the Lease Term expires on _____.
4. Base Rent became payable on _____. All monthly installments of Base Rent, all Additional Rent, and all monthly installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Base Rent is \$ _____.
5. The Lease is in full force and effect and has not been modified, supplemented, or amended in any way except as provided in Exhibit "A" attached hereto. Tenant shall not modify the documents contained in Exhibit "A" without the prior written consent of the holder of the deed of trust on the Premises. Tenant is in compliance with the Lease and there are no uncured defaults of the Lease as this date of this certificate.
6. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto, except as follows:
7. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder, except as follows:

_____.
8. No rental has been paid more than thirty (30) days in advance, and no security has been deposited with Landlord except as provided in the Lease.
9. As of the date hereof, there are no existing defenses or offsets that the undersigned has against Landlord nor have any events occurred that with the passage of time or the giving of notice, or both, would constitute a default on the part of Landlord under the Lease, except as follows:

_____.
10. The undersigned acknowledges that this Estoppel Certificate may be delivered to Landlord, a prospective mortgagee, or a prospective purchaser, and acknowledges that said prospective mortgagee or prospective purchaser will be relying upon the statements contained herein

in making the loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of making of such loan or acquisition of such property.

11. If Tenant is a corporation or partnership, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in Nevada, Tenant has the full right and authority to execute and deliver this Estoppel Certificate, and each person signing on behalf of Tenant is authorized to do so.

Executed at _____ on the ____ day of _____, 202__.

“TENANT”:

_____, a _____

By:

Print Name:

Print Title:

“LANDLORD”:

_____, a _____

By:

Print Name:

Print Title:

EXHIBIT "A" TO TENANT'S ESTOPPEL CERTIFICATE
LEASE
(TO BE ATTACHED)

EXHIBIT "E"

WORK LETTER AGREEMENT

Multi-Tenant Building Design Specifications

I. LANDLORD'S WORK

A. Landlord, at its cost and expense, will only undertake the following work only (such work shall hereinafter be referred to as "Landlord's Work"):

Except for Landlord's Work, Landlord shall not be required to undertake any other work of improvement, alteration or refurbishment in the Premises, it being agreed and acknowledged that the Premises is otherwise being leased in its current "AS IS" condition.

B. Allowance for Cost of Work.

Tenant shall be entitled to a one-time tenant improvement allowance (the "Allowance") up to the amount of Zero and 00/100 Dollars (\$0.00) for work performed to the Premises in accordance with this Work Letter. In no event shall Landlord be obligated to make disbursements pursuant to this Work Letter in a total amount which exceeds the Allowance. Landlord shall pay the Allowance to Tenant within thirty (30) days after satisfaction of all of the following conditions: (i) completion of Tenant's Work and full payment thereof by Tenant; (ii) Landlord's receipt of unconditional mechanic's and materialmen's lien releases and waivers, from contractors, subcontractors, suppliers, and any other persons or entities who will have provided labor, services, supplies and or materials to the Premises in connection with such work; (iii) to the extent applicable, issuance of a certificate of occupancy for the Premises by the applicable governmental agency having jurisdiction over the Premises; and (iv) Tenant's occupancy of the Premises and opening the Premises for business.

II. TENANT'S WORK

A. General.

1. All work required to complete and place the Premises in finished condition for opening of business shall be performed by Tenant at Tenant's sole cost and expense with all due diligence, which work shall hereinafter be referred to as "Tenant's Work", and Tenant agrees to commence Tenant's Work promptly after the Effective Date. Tenant's Work shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld.

2. The Shopping Center is under the jurisdiction of the County of Clark, State of Nevada, and federal safety codes. All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws and codes, and Landlord's design criteria for Tenant's Work previously delivered to Tenant. Notwithstanding anything herein to the contrary, Tenant shall not commence any work on the Premises at any time during any early occupancy period or the Lease Term, including Tenant's Work, without first complying with Tenant's Alteration Obligations as set forth in Section 8.1 of the Lease, including, without limitation, at least ten (10) days prior to entering into contract with any prime contractor intending to perform alterations, and prior to the commencement of any work relating to the Premises, Tenant shall comply with the requirements of NRS 108.2403 and NRS 108.2407 regarding posted security and shall notify Landlord in writing of the name and address of any such prime contractor to enable

Landlord to properly serve the recorded Notice of Non-Responsibility upon the prime contractor pursuant to NRS 108.234.

3. All permits, licenses and approvals for Tenant's Work shall be obtained by Tenant or its contractor prior to the commencement of construction and shall be posted in a prominent place within the Premises as required by the agency issuing the permit.

4. Landlord's written approval shall be obtained by Tenant prior to submitting plans for purposes of obtaining any required governmental permit or approval, and the undertaking of any construction work which deviates from Tenant's Working Drawings and specifications, as approved by Landlord, or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said Working Drawings and specifications or included as Landlord's Work in this Exhibit "E". Landlord's approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefor.

5. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job.

6. Where conflict exists between building codes, utility regulations, statutes, ordinances, other regulatory requirements and Landlord's requirements, as set forth herein, the more stringent of the requirements shall, at Landlord's option, govern.

7. Tenant shall inspect, verify and coordinate all field conditions pertaining to the Premises from time to time prior to the start of its store design work, through its construction, including its fixturing and merchandising. Tenant shall advise Landlord immediately of any discrepancies with respect to Landlord's drawings, if any. Any adjustments to the work arising from field conditions, not apparent on Tenant's drawings and other building documents, shall require the prior written approval of Landlord.

8. Landlord reserves the right to require changes in Tenant's Work when necessary by reason of code requirements or building facility necessity, field conditions, or directives of governmental authorities having jurisdiction over the Premises, or directives of Landlord's insurance underwriters.

B. Public Safety. Tenant shall confine the construction work to within the Premises as much as possible and shall work in an orderly manner removing trash and debris from the project on a daily basis. At no time will pipes, wires, boards or other construction materials cross public areas where harm could be caused to the public. The requirements of "Occupational Safety and Health Administration" (OSHA) prepared by the Department of Labor will govern. If Tenant fails to comply with these requirements, Landlord may cause remedial action as deemed necessary by Landlord to protect the public. All costs of said remedial action shall be charged to Tenant and shall become Tenant's responsibility.

C. Tenant Damage to Construction. Tenant will be required to furnish the necessary ramps, coverings, etc., to protect Landlord's facilities and adjoining premises from damage. All costs to repair damage to Landlord's facilities and to adjoining premises will be at the expense of Tenant. Actual repair work may be accomplished by Landlord at Landlord's option.

D. Turnover of Premises to Tenant by Landlord. Tenant shall be responsible for:

1. H.V.A.C. It shall be the responsibility of Tenant to pay for heating and/or cooling, if used, during the installation of Tenant's Work.

2. Electrical/Water, Etc. Tenant's permanent electric service, where possible, shall be used to provide power for Tenant's Work. Meters shall be installed prior to Tenant's Work, if possible, and Tenant shall pay for service and water and all utilities consumed. Work performed with temporary electric service will be at Tenant's expense.

E. Drawings and Specifications.

1. To the extent applicable, within ten (10) days of the Effective Date of this Lease, Tenant shall prepare and submit to Landlord for approval an interior completion plan, design drawings, working drawings and specifications necessary to complete "Tenant's Work" under this Exhibit "E". As soon as practicable after receipt of such Drawings and Specifications, Landlord shall return to Tenant such Drawings and Specifications with its suggested modifications and/or approval. If, upon receipt of Landlord's modified Drawings and Specifications, Tenant wishes to take exception thereto, Tenant may do so within ten (10) days from the date on which Tenant receives Landlord's modified Drawings and Specifications. Unless such action is taken by Tenant, it will be deemed that all modifications made by Landlord on the Drawings and Specifications are acceptable to and adopted by Tenant.

2. If Drawings and Specifications are returned to Tenant with modifications, said Drawings and Specifications shall be revised by Tenant and resubmitted to Landlord for approval within ten (10) days of their receipt by Tenant.

3. Upon Landlord's approval in all respects of all such Drawings and Specifications, Tenant shall cause Tenant's Work to be diligently completed and installed or such installations or alterations to be performed, as the case may be, in accordance with the Drawings and Specifications approved by Landlord, and no deviation from said Drawings and Specifications shall be made without Landlord's prior written approval. Tenant shall obtain all necessary permits in connection with the installation of such Tenant improvements and the performance of such work prior to the commencement of any work.

4. If Tenant's Work entails any structural changes to the Premises, Tenant shall submit detailed structural plans, and Landlord's review of such plans shall be at Tenant's expense, provided that such expense shall not exceed One Thousand and 00/100 Dollars (\$1,000.00). Moreover, Tenant shall not be permitted to commence any Tenant's Work until all plans applicable thereto have been approved in writing by Landlord.

5. At any time during the Lease Term, any and all modifications to the Premises by Tenant shall be in compliance with the provisions of Articles 8 and 9 of the Lease (regarding Tenant's improvements and alterations to the Premises and protection against liens), and further, any and all modifications to the Premises requiring alterations to the architectural, mechanical, electrical, fire protection or structural systems will require Tenant to supply detailed Working Drawings and appropriate calculations covering those modifications to Landlord for written approval. Interior painting, wall covering, carpeting and placement of movable trade fixtures are considered normal maintenance items and do not require Landlord approvals, but otherwise meet the requirements of this Exhibit. All other alterations require Landlord's written approval.

6. Landlord's approval or inspection of any of Tenant's plans, shop drawings, etc., so submitted is made for identification purposes only and neither Landlord, nor its agents, servants or employees shall have any liability in any respect to any inadequacies, deficiencies, errors or omissions or non-complying features contained in any or all of Tenant's preliminary plans or final plans or Landlord's comments in respect to same.

F. Tenant Improvements. All work to be performed by Tenant is herein referred to as "Tenant's Work". Without limiting the generality of the foregoing, the term "Tenant's Work" includes the following:

1. Storefront: Tenant shall furnish and install at its cost any additional storefront construction including, but not limited to, application of finish and decorating material on the interior side of the "storefront".

2. Floors: Tenant shall furnish and install all interior floor coverings and finishes and be responsible for preparation of floor surfaces except for the restroom floor. All exposed concrete floors shall have a sealant applied. Carpeting and/or other quality floors, such as glazed or unglazed pavers or wood parquet, shall be used in all public areas except in such instances where other types of floor covering materials are specifically approved by Landlord. Vinyl tile is generally not considered an acceptable finish material in public areas. Additional restroom(s), kitchen(s) and storage areas shall have thresholds at the doors in such a manner as will not permit the passage of water or other liquids to the adjacent tenant space.

3. Walls: Tenant shall furnish and install all partitions and doors other than for restrooms and all interior wall finish materials including, but not limited to, Tenant's sales area, stock area, restroom, fitting rooms, etc. Inasmuch as Landlord's demising walls have not been designed for Tenant's superimposed fixture loads and/or any unusual wall decor, Tenant shall structurally reinforce the existing walls as required and approved by Landlord, to accommodate any additional superimposed loading required by Tenant's design. Any combustible materials applied to the demising partitions shall receive a U.L. labeled fire retardant coating. Tenant spaces with unusual sound and/or odor problems shall have sound and odor absorbent wall installed and in such a manner which will not permit the passage of sound and/or odors through the wall(s) to the adjacent space(s).

4. Ceilings: Tenant shall furnish and install any additional interior ceiling finish materials not provided by Landlord.

5. Utilities: Tenant shall make provision and pay all hook-up fees for separate metering of applicable utilities, all telephone service equipment within the Premises in accordance with local utility requirements. Tenant shall be responsible for speaker wires for any stereo system and/or phone system. Tenant's utility service requirements in excess of that provided by Landlord shall be furnished and installed by Landlord's contractor at Tenant's expense.

6. Special Equipment: Tenant shall provide for Landlord's installation at Tenant's cost any and all additional mechanical equipment, curbs, supports, etc., including, but not limited to, swamp cooler or additional H.V.A.C., additional plumbing, elevators, conveyors, etc., related to the operation of Tenant's business, and located within the Premises. Tenant shall provide fire extinguishers as required by code.

7. Fixtures and Furniture: Tenant shall furnish and install all new furniture, trade fixtures, shelving and other work necessary for its operation within the Premises.

8. Material and Warranties: Tenant shall use only new, first-class materials in the completion of Tenant's Work. All work and equipment shall be warranted for a minimum of one (1) year from installation and shall comply with all applicable codes.

9. Roof Work: Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense and that, when completed, Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such

alterations approved by Landlord have been completed in accordance with the plans and specifications therefor approved by Landlord.

10. Kitchen Areas: All kitchen areas shall have installed proper range hoods and insulated exhaust ducts. Waste lines shall have grease interceptors, make-up air system, fire extinguishing system for all cooking exhaust hoods and fire extinguishers. All kitchen exhaust fans shall be of up-blast type.

11. Storefront Sign: In accordance with the Design Guidelines.

12. Other Work: Tenant shall be responsible for all other work that is not listed as "Landlord's Work".

G. Insurance.

Tenant shall secure, pay for and maintain or cause its contractor(s) to secure, pay for and maintain during Tenant's Work construction, fixturing and merchandising of the Premises, including any modification performed by Tenant during the Lease Term, the following insurance in the following amounts, which shall be endorsed in all policies to include Landlord and its beneficiaries, employees and agents as insured parties, and which shall provide in all policies that Landlord shall be given thirty (30) days' prior written notice of any alteration or termination of coverage in the amounts as set forth below, and such insurance as may from time to time be required from city, county, state or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably necessary or appropriate under the circumstances:

1. Tenant and Tenant's general contractor and subcontractor(s) required minimum coverages and limits of liability:

(a) Worker's Compensation as required by state law and Employer's Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and any insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.

(b) Comprehensive General Liability Insurance (including Contractor's Protective Liability) with a combined single limit (bodily injury and property damage) of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and in the aggregate. Such insurance shall provide for explosion, collapse and underground coverage and contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury, including death resulting therefrom, and damage to the property of others and arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by anyone directly or indirectly employed by any of them. Such insurance policy shall include (i) a products/completed operations endorsement; (ii) endorsements deleting the employee exclusion on personal injury and the liquor liability exclusion; and (iii) a cross-liability endorsement or a severability of interest clause. Such insurance shall be primary and Landlord's insurance shall be excess insurance only.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit (bodily injury and property damage) per occurrence and in the aggregate. Such insurance shall insure the general contractor and/or subcontractors against any and all claims for bodily injury, including death resulting therefrom, and

damage to the property of others arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractor or any of their subcontractors, or by anyone directly employed by any of them.

(d) Builder's Risk Insurance -- Completed Value Builder's Risk Damage Insurance Coverage. Tenant shall provide an "All Physical Loss" Builder's Risk insurance policy on the work to be performed for Tenant in the Premises as it relates to the building within which the Premises are located. The policy shall include as insureds Tenant, its contractor and subcontractors, and Landlord, as their respective interests may appear within the Premises and within one hundred feet (100') thereof. The amount of insurance to be provided shall be one hundred percent (100%) replacement cost.

2. All such insurance policies required under this Exhibit, except as noted above, shall include Landlord, Landlord's agents and beneficiaries, Landlord's on-site representatives, Landlord's architect, and Landlord's general contractor, as additional insureds; except Worker's Compensation Insurance, which shall contain an endorsement waiving all rights of subrogation against Landlord, Landlord's architect and Landlord's general contractor, Landlord's agents and beneficiaries.

3. The insurance required under this Exhibit shall be in addition to any and all insurance required to be provided by Tenant pursuant to the Lease.

H. Trash Removal.

During the construction, fixturing and merchandise stocking of the Premises, Tenant shall provide trash removal at areas designated by Landlord. It shall be the responsibility of Tenant and Tenant's contractors to remove all trash and debris from the Premises on a daily basis and to break down all boxes and place all such trash and debris in the containers supplied for that purpose. If trash and debris are not removed on a daily basis by Tenant or Tenant's contractor, then Landlord shall have the right to remove such trash and debris or have such trash and debris removed at the sole cost and expense of Tenant.

I. At Completion of Tenant's Work.

Tenant will provide Landlord with the following within thirty (30) days following store opening:

1. A Certificate of Occupancy (C of O) prior to opening for business.
2. Unconditional Waivers of Liens and Sworn Statements in such form as may be required by Landlord from all persons performing labor and/or supplying materials in connection with such work showing that all parties have been paid in full.
3. Submission by Tenant to Landlord of detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof.
4. Submission by Tenant to Landlord of warranties for not less than one (1) year against defects in workmanship, materials and equipment as required in this Exhibit.
5. Submission by Tenant of a statement wherein Tenant agrees to indemnify Landlord and Landlord's designated Escrow Agent against any and all liens against the Premises or any claims by any materials suppliers, contractors, or subcontractors.

6. Tenant shall have reimbursed Landlord for the cost of Tenant's Work done for Tenant by Landlord, the cost of temporary power and of trash removal, and all other sums owed by Tenant to Landlord pursuant to the Lease and Exhibits.

7. Tenant shall furnish a copy of the License to do Business.

8. Tenant shall execute and deliver an Estoppel Letter which will be prepared by Landlord.

9. "As-Built" Drawings of all permanent Tenant Work performed.

10. Recordation of a valid Notice of Completion.

SCHEDULE I
TO
WORK LETTER
PRELIMINARY PLANS

The Preliminary Plans are those preliminary space plans prepared by _____
_____, dated _____ 202____, and approved by Tenant on
_____, 202_____.

EXHIBIT "F"

GUARANTY OF LEASE

The undersigned ("Guarantor"), as a material inducement to and in consideration of the execution by MCM DEVELOPMENT II, LLC, a Nevada limited liability company ("Landlord") of that certain Shopping Center Lease (the "Lease") of even date herewith between Landlord and, a ("Tenant"), relating to premises that will be located within the shopping center that is commonly known as the McCARRAN MARKETPLACE SHOPPING CENTER, in Las Vegas, Nevada, hereby agrees as follows:

1. Guarantor hereby unconditionally guarantees the performance of, and unconditionally promises to perform, all of Tenant's obligations under the Lease and any and all extensions, renewals, and/or modifications thereof, including, but not limited to, the obligation to pay rent thereunder. Guarantor agrees that the guarantee hereunder shall also apply if Tenant, with or without Landlord's consent, assigns its rights under the Lease unless the Tenant is released from liability pursuant to Article 14 of the Lease in which case all of Guarantor's obligations under this Guaranty shall be automatically extinguished upon said release.

2. In such manner, upon such terms and at such times as Landlord shall deem best, and without notice to or the consent of Guarantor, Landlord may alter, compromise, extend, or change the time or manner for the performance of any obligation hereby guaranteed, substitute or add any one or more guarantors, accept additional or substituted security for the performance of any such obligation, or release or subordinate any security therefor, any and all of which may be accomplished without any effect on the obligations of Guarantor hereunder. No exercise or non-exercise by Landlord of any right hereby given, no dealing by Landlord with Tenant, any other guarantor, or other person, and no change, impairment, or suspension of any right or remedy of Landlord shall in any way affect any of Guarantor's obligations hereunder or any security furnished by Guarantor or give Guarantor any recourse against Landlord.

3. Guarantor hereby waives and agrees not to assert or take advantage of the following:

(a) Any right to require Landlord to proceed against Tenant or any other person, to proceed or exhaust any security held by Landlord at any time, or to pursue any other remedy in Landlord's power before proceeding against Guarantor;

(b) Any defense based on the statute of limitations in any action hereunder or in any action for the performance of any obligation hereby guaranteed;

(c) Any defense that may arise by reason of the incapacity, lack of authority, bankruptcy, death or disability of any other person or persons, or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy, or any other proceeding) of any other person or persons;

(d) Any right to receive demands, protests, and notices of any kind including, but not limited to, notice of the existence, creation, or incurring of any new or additional obligation or of any action or non-action on the part of Tenant, Landlord, or any other person;

(e) Any defense based upon an election of remedies including, but not limited to, any action by Landlord that shall destroy or otherwise impair any of Guarantor's subrogation rights or the right of Guarantor to proceed against Tenant for reimbursement, or both;

(f) Any duty on the part of Landlord to disclose to Guarantor any facts that Landlord may now or hereafter know about Tenant, regardless of whether Landlord has reason to believe

that such facts materially increase the risk beyond that which Guarantor intends to assume or are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Tenant and of all circumstances bearing on the risk of nonperformance of any obligation hereby guaranteed;

(g) Any right to receive notice of or to consent to any amendments that may hereafter be made to the Lease; and

(h) Any defense based on the fact that Guarantor's obligations hereunder are larger or more burdensome than that of Tenant's under the Lease.

4. Until all obligations hereby guaranteed shall have been fully performed, Guarantor shall have no right of subrogation and waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant and any benefit of, and any right to participate in, any security now or hereafter held by Landlord.

5. Notwithstanding any other provisions of this Guaranty, Guarantor shall have the right to receive distributions and other transfers of cash or other property from Tenant and to engage in any other consideration, or no consideration, provided, however, from and after the receipt by Guarantor of written notice from Landlord that an Event of Default (as defined in the Lease) has occurred and is continuing, any and all distributions and other transfers of cash or other property received by Guarantor from Tenant for which Guarantor did not provide Tenant equivalent or greater consideration shall be subordinated to all obligations hereby guaranteed, until Tenant or Guarantor shall have cured said Event of Default.

6. All rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor shall be cumulative and not alternative, and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord at law or in equity. This Guaranty of Lease is in addition to and exclusive of the guarantee of any other guarantor of any obligation of Tenant to Landlord.

7. The obligations of Guarantor hereunder are independent of the obligations of Tenant under the Lease, and, in the event of any default hereunder or under the Lease, a separate action or actions may be brought and prosecuted against Guarantor, whether or not Tenant is joined therein or a separate action or actions are brought against Tenant. Landlord may maintain successive actions for other defaults. Landlord's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all obligations hereby guaranteed shall have been fully performed.

8. Guarantor shall pay to Landlord, without demand, reasonable attorneys' fees and all costs and other expenses that Landlord shall expend or incur in collecting or compromising any obligation hereby guaranteed or in enforcing this Guaranty of Lease against Guarantor, whether or not suit is filed including, but not limited to, attorneys' fees, costs, and other expenses incurred by Landlord in connection with any insolvency, bankruptcy, reorganization, arrangement, or other similar proceeding involving Guarantor that in any way affects the exercise by Landlord of its rights and remedies hereunder.

9. Should any one or more provisions of this Guaranty of Lease be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

10. This Guaranty of Lease shall inure to the benefit of Landlord and its successors and assigns, and shall bind Guarantor's heirs, executors, administrators, successors, and assigns. This Guaranty of Lease

may be assigned by Landlord concurrently with the transfer of title to property covered by the Lease, and, when so assigned, Guarantor shall be liable to the assignees without in any manner affecting Guarantor's liability hereunder.

11. Upon full performance of all obligations hereby guaranteed, this Guaranty of Lease shall be of no further force or effect.

12. No provision of this Guaranty of Lease or right of Landlord hereunder can be waived or modified, nor can Guarantor be released from Guarantor's obligations hereunder, except by a writing duly executed by Landlord.

13. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust, or other legal entity of any kind whatsoever.

14. If two (2) or more persons are signing this Guaranty of Lease as Guarantor, then all such persons shall be jointly and severally liable for the obligations of Guarantor hereunder.

15. This Guaranty is expressly limited to the initial Lease Term.

16. This Guaranty of Lease shall be governed by and construed in accordance with the laws of the State of Nevada. In any action brought under or arising out of this Guaranty of Lease, Guarantor hereby consents to the jurisdiction of any competent court within the State of Nevada and hereby consents to service of process by any means authorized by Nevada law. This Guaranty of Lease shall constitute the entire agreement of Guarantor with respect to the subject matter hereof, and no representation, understanding, promise, or condition concerning the subject matter hereof shall be binding upon Landlord unless expressed herein.

Dated: _____, 202__

By: _____
Print Name: _____

In the event Guarantor is married, Guarantor's spouse must also execute this Guaranty.

EXHIBIT "G"

NOTICE OF NON-RESPONSIBILITY

(See attached.)

WHEN RECORDED, MAIL TO:

c/o _____

Attn: _____

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

NOTICE OF NONRESPONSIBILITY

TO WHOM IT MAY CONCERN:

PURSUANT TO Nevada Revised Statute ("NRS") 108.234, NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner ("Disinterested Owner") of certain real property situate in Clark County, Nevada, described in **Exhibit "1"** hereto and the improvements thereon (the "Property"). The Disinterested Owner's address is:

c/o Arcadia
P.O.Box 10
Scottsdale, Arizona 85252-0010
Attn: Property Manager

The name and address of the person who may cause the work of improvement to be constructed, altered or repaired is:

Attn: _____

2. As of the ____ day of _____, 202__, the undersigned, as "Landlord" entered into a Shopping Center Lease ("Lease") with _____, a _____, as "Tenant", wherein the undersigned leased the Property to Tenant.

3. As of the ____ day of _____, 202__, the undersigned has obtained knowledge that Tenant intends to or may commence construction work on the Property.

4. The undersigned will not be responsible for any work upon the Property resulting from such construction or work performed at the instance or request of Tenant or any materials to be supplied therefor, nor in any manner be liable for the cost thereof; nor may any interest of the undersigned in the Property be the subject of any mechanics liens or lien therefor.

5. The Disinterested Owner has notified Tenant in writing that Tenant must comply with NRS

108.2403 and 108.2407.

Dated this _____ day of _____, 202__.

Disinterested Owner:

MCM DEVELOPMENT II, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 202__, by
_____, as _____ of
_____, a Nevada limited liability company.

Notary Public
My Commission Expires: _____

Exhibit "1"
to
NOTICE OF NONRESPONSIBILITY
Legal Description of Property

EXHIBIT "H"

APN No. _____

Recording Requested By
and When Recorded Mail To:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[INSERT ALLIANZ FORM SNDA]

The undersigned hereby joins in the execution of this Agreement in order to evidence its acceptance of, and agreement to, the provisions of Section 4 hereof.

BORROWER:

_____, a Nevada
limited liability company

By
Name:
Title:

STATE OF NEVADA)
)ss.
CLARK COUNTY)

This instrument was acknowledged before me on _____, 20__, by
_____ as _____ of _____.

Notary Public

STATE OF NEVADA)
)ss.
CLARK COUNTY)

This instrument was acknowledged before me on _____, 20__, by
_____ as _____ of _____.

Notary Public

SHOPPING CENTER LEASE

STATE OF NEVADA)
)ss.
CLARK COUNTY)

 This instrument was acknowledged before me on _____, 20__, by
_____ as _____ of _____.

Notary Public

EXHIBIT A
to
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

PREMISES

EXHIBIT "I"

EXCLUSIVE RIGHTS AND PROHIBITED USES

As of the date of this Lease, the following tenants possess certain exclusive rights and prohibited uses in the Shopping Center:

1. Exclusive rights of Wal-Mart Real Estate Business Trust, a Delaware statutory trust ("Wal-Mart"), pursuant to that certain Lease between Wal-Mart and Landlord or its affiliates ("Wal-Mart Lease"), executed or to be executed, as follows:

Lessor covenants that as long as Lessee, or any affiliate of Lessee, is the user of the Premises, either as owner or lessee, no space in or portion of the Master Lease Premises or the Shopping Center shall be leased or occupied by or conveyed to any other party for use as a membership warehouse club (being a store that sells various goods and services at discounted prices to persons or companies who obtain memberships enabling them to shop at such business), a discount department store or other discount store, as a grocery store (except that a specialty gourmet food and beverage store of not more than 15,000 square feet may be located on the Shopping Center as set forth in the ECR and a convenience store of not more than 5,000 square feet may be located on the Shopping Center as set forth in the ECR). Notwithstanding anything contained in this Lease to the contrary, nothing in this Paragraph 4(b) shall prohibit the operation of a "category retailer" (as such term is commonly known in the industry including, but not limited to, a home improvement store, an apparel store, a shoe store, a book store, a pet supply store, a cosmetics store, and a discount clothing and soft goods store not carrying other general goods merchandise but excluding any membership warehouse store or grocery store) in the Shopping Center. This Section 4(b) shall not prohibit the operation of a so-called dollar store within the Shopping Center which sells a majority of its merchandise for \$1.00 or less.

2. Exclusive rights of Lowe's HIW, Inc., a Washington corporation ("Lowe's"), pursuant to that certain Lease between Lowe's and Landlord or its affiliates ("Lowe's Lease"), executed or to be executed, as follows:

Tenant shall have the exclusive right, during the Term, to operate within the Shopping Center a building material supplies or home improvement retail warehouse as such businesses are commonly understood in the shopping center business. Neither Landlord, nor any tenant of Landlord other than Tenant, shall sell, lease, or otherwise allow, directly or indirectly, the use or occupancy of any space in the Shopping Center for the following uses:

- (a) A hardware (not including electronic or computer hardware) store containing more than five thousand (5,000) square feet of useable floor area.
- (b) An appliance or lighting store containing more than five thousand (5,000) square feet of useable floor area.
- (c) A nursery, and/or lawn and garden store containing more than five thousand (5,000) square feet of useable floor area.
- (d) A paint, wall paper, tile, flooring, carpeting and/or home décor store

containing more than five thousand (5,000) square feet of useable floor area.

(e) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, Sears Hardware, Great Indoors, Sutherlands, Scotty's and Orchard Supply.

These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (a) through (e) when such space exceeds the limitations of subparagraphs (a) through (e). Notwithstanding anything to the contrary herein, the restrictions provided for in this Section 8.3 shall not apply to Wal-Mart or its successor operating on the Wal-Mart Tract.

The restrictions or exclusive rights contained in this Section 8.3 shall in no event prohibit a national chain retailer selling electronics, office products, computer equipment or office appliances, such as Best Buy, Circuit City, Office Depot and Office Max.

3. Exclusive rights of PETsMART, Inc., a Delaware corporation ("PETsMART"), pursuant to that certain Lease between PETsMART and Landlord or its affiliates ("PETsMART Lease"), executed or to be executed, as follows:

During the Term of the PETsMART Lease and further subject to the Restriction Documents, PETsMART shall have the exclusive right in the Shopping Center to conduct the retail sale of (i) pets (including but not limited to fish, birds, reptiles, dogs, cats and other small animals), (ii) food, accessories and other products relating to pets and animals, including equestrian products and apparel related thereto, and (iii) services related to pets and animals, such as grooming, boarding, pet day care, animal training and obedience classes, pet adoption and veterinary services. All other tenants or other occupants of any portion of the Shopping Center, other than existing retail operations which are open and operating as of the date of the PETsMART Lease, shall be prohibited from engaging in any portion of such business as described above, except on a basis which is incidental to an otherwise permitted use. For purposes of this Section, the term "incidental" shall mean that the use occupies the lesser of (a) 250 square feet of Gross Floor area, or (b) five percent (5%) of the sales area in the subject premises.

Prohibited uses in favor of PETsMART, Inc., a Delaware corporation ("PETsMART"), pursuant to that certain Lease between PETsMART and Landlord or its affiliates ("PETsMART Lease"), executed or to be executed, as follows:

The following uses (collectively referred to as "Prohibited Uses" and individually as a "Prohibited Use") are prohibited during the Term of the Lease in any portion of the Shopping Center: nuisance; any use causing loud noises or offensive odors (including any business using exterior loud speakers); manufacturing facility; dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location); any facility for the sale, lease or rental of automobiles, trucks, motorcycles, recreational vehicles, boats or other vehicles (excluding the leasing of trucks and trailers incidental to Lowe's primary business and on the Lowe's Tract); automobile repair shop or service station or any facility storing or selling

gasoline or diesel fuel in or from tanks (except for gasoline sales on an Outparcel located on the Wal-Mart Tract); used clothing or thrift store or liquidation outlet; massage parlor; adult book shop or adult movie house; mortuary or funeral parlor; coin operated laundry; cocktail lounge, bar or tavern or sale of alcoholic beverages, whether or not packaged, except in conjunction with a restaurant permitted under the ECR; night club; cinema or theater; place of recreation (including but not limited to bowling alley, skating rink, carnival, game arcade or health spa); church; or any other use inconsistent with the operation of a high quality retail shopping center. In addition, the following uses must first be approved in writing by Tenant: drive-throughs within the PETSMART Parcel; children's recreational, educational or day-care facility; restaurants within three hundred (300) feet of the Premises (subject to the rights of Wal-Mart under the ECR); non-retail offices (provided, however, non-retail office uses shall be permitted on Developer Tracts 4 and 5 of the Shopping Center); professional uses; and schools of any nature except in conjunction with animal training or obedience training classes associated with Tenant's Primary Business. As used herein, "school" includes, but is not limited to, a beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers.

4. (i) Exclusive rights of Office Depot, Inc., a Delaware corporation ("Office Depot"), pursuant to that certain Lease between Office Depot and Landlord or its affiliates ("Office Depot Lease"), executed or to be executed, as follows:

Except for the Wal-Mart Tract and the Lowe's Tract, Landlord shall not permit any other tenant or occupant of the Shopping Center, other than Tenant, to: (i) use more than two thousand five hundred (2,500) square feet of floor area (in the aggregate), for the sale, leasing, distribution or display of office or school supplies, office furniture, office machines and other office or school related equipment, computers, computer hardware, software and related equipment; cellular telephones and telecommunications equipment and related devices (including personal digital assistance ["PDA"] and the like), or "copy/print services" (as hereinafter defined) or (ii) be primarily engaged in the sale, leasing, distribution or display of any of the items set forth in (i) above. No portion of any real property adjacent to or within one (1) mile of the Shopping Center which is now or may subsequently be acquired or leased by Landlord (or a related entity or affiliate of Landlord), shall be leased or occupied by or conveyed to any other party for a use in violation of this paragraph.

Prohibited uses in favor of Office Depot, Inc., a Delaware corporation ("Office Depot"), pursuant to that certain Lease between Office Depot and Landlord ("Office Depot Lease"), executed or to be executed, as follows:

Except for the Wal-Mart Tract, the following shall be prohibited at any location in the Shopping Center within four hundred feet (400') of the closest demising wall of the Premises: any sports or entertainment facility (including, without limitation, a gymnasium, health club, racquet club, physical fitness facility).

Except for the Wal-Mart Tract, The following shall be prohibited at any location in the Shopping Center within two hundred feet (200') of the closest demising wall of the Premises: restaurant; amusement center, arcade, virtual reality, laser tag or game room; or school (including, without limitation, trade school or class sessions,

but excepting incidental customer training in the use of computer hardware or software sold by Office Depot or by any other Occupant of the Shopping Center permitted to engage in such sales).

5. Exclusive rights of Ross Dress For Less, Inc., a Virginia corporation ("Ross"), pursuant to that certain Lease between Ross and Landlord or its affiliates ("Ross Lease"), executed or to be executed, as follows:

Subject to the Restriction Documents and the exclusive rights granted to Lowe's, Wal-Mart, Office Depot, and PETsMART, without the prior written consent of Ross, which consent may be withheld in the absolute and sole discretion of Ross, no tenant or occupant of the Shopping Center (other than Ross, Wal-Mart and Lowe's and their successors and assigns) may use (a) its premises for the Off Price Sale (as hereinafter defined) of merchandise, or (b) in excess of five thousand (5,000) square feet of leasable floor area of its premises for the sale of any of the types of merchandise specified as follows: the sale of soft goods merchandise, including men's, women's and children's apparel, shoes, accessories, such as jewelry and cosmetics, health and beauty aids and sundries, domestics and linens, housewares, art, pictures, posters, frames, artificial flowers, office supplies, sporting goods, furniture and lamps, window and floor coverings, electronics, videos, books, toys, party goods, pet supplies, luggage and packaged foods, and such other items as are sold in Ross's similarly merchandised stores.

For purposes of this section, "Off Price Sale" shall mean the retail sale of merchandise on an every-day basis at prices reduced from those charged by full price retailers, such as full price department stores; provided, however, this definition shall not prohibit sales events by a retailer at a price discounted from that retailer's every day price. (Examples of Off Price Sale retailers include such retailers as T.J. Maxx, Marshalls, A.J. Wright, Fallas Paredes, Nordstrom Rack, Goody's, Factory 2U, Burlington Coat, Steinmart, and Filene's Basement.)

6. Exclusive rights of Del Taco LLC, a California limited liability company ("Del Taco"), pursuant to that certain Lease between Del Taco and Landlord or its affiliates ("Del Taco Lease"), executed or to be executed, as follows:

Subject to the rights of the Wal-Mart Real Estate Business Trust, a Delaware statutory trust ("Wal-Mart"), and Lowe's HIW, Inc., a Washington corporation ("Lowe's"), under the ECR and their respective leases with Landlord, and the rights of Office Depot, Inc. ("Office Depot"), a Delaware corporation, PETsMART, Inc., a Delaware corporation ("PETsMART") and Ross Dress For Less, Inc., a Virginia corporation ("Ross"), pursuant to their respective leases with Landlord, Landlord agrees, during the Term and any extension thereof, to hold any land now or hereafter owned or controlled by Landlord within the Shopping Center subject to the following restrictions for the benefit of Tenant: that no part of such land shall be sold, leased or used for a Mexican quick service drive-thru restaurant which competes with Tenant including, but not limited to, Taco Bell, Green Burrito, El Pollo Loco, etc. In addition, Landlord shall hold both of the two parcels adjacent to the Parcel [shown on Exhibit "K"] subject to a restriction for the benefit of Tenant that no part of such land shall be sold leased or used for a drive-thru or non drive-thru Mexican restaurant which competes with Tenant. Landlord further covenants to include such restrictions in all leases and/or sales of the above described land.

Such restrictions shall be included in a Declaration of Restrictive Covenants (Exhibit "H") and recorded with the Memorandum of Lease.

7. Exclusive rights of Port of Subs Inc, a Nevada corporation ("Port of Subs"), pursuant to that certain Lease between Port of Subs and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of this Lease, no submarine sandwich shop shall be permitted within one thousand (1000) feet of the Premises.

Notwithstanding anything to the contrary contained herein, the Exclusive shall not apply to, and shall not restrict, the tenants in the Shopping Center known as Wal-Mart, Lowe's, Ross Dress for Less, Office Depot, PETsMART, or their respective assignees/sublessees.

8. Exclusive rights of Hanara LLC, a Nevada limited liability company ("Hana Ramen"), pursuant to that certain Lease between Ahava Family Enterprises LLC and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of the Lease, no other restaurant that sells as its primary menu item Asian noodles (Japanese ramen, Vietnamese pho noodle, or Chinese noodle) in the Shopping Center.

9. Exclusive rights of S. L. Investments, Inc., a Nevada corporation ("S. L. Investments" or "Carl's JR"), pursuant to that certain Lease between S. L. Investments and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of the Lease, no other tenant shall have the primary use of a fast-food hamburger operation within the Shopping Center.

Landlord hereby acknowledges and agrees that it shall not lease any space in the Shopping Center to any retailer whose primary use is the operation of a fast-food hamburger restaurant. Notwithstanding the foregoing, this restriction shall not apply to the sale of hamburgers or related products or uses by tenants in the Shopping Center known as Wal-Mart, Lowe's, Ross Dress for Less, Office Depot, Petsmart, Del Taco, or their respective assignees/sublessees.

10. Exclusive rights of One Way Drug, LLC, a Nevada limited liability company d/b/a/ Partell Medical Pharmacy ("One Way Drug"), pursuant to that certain Lease between One Way Drug and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of the Lease, Landlord shall not lease space to any occupant of the shopping center other than Tenant whose primary use is a pharmacy including the retail sale of vitamins, nutritional supplements, skin care and cosmeceutical products. For the purposes of this Lease, a "Primary Use" shall be deemed to mean that more than 100 square feet is used for such purposes.

Landlord hereby acknowledges that and agrees that it shall not lease any space in the Shopping Center to any retailer whose Primary Use is a pharmacy including the retail sale of vitamins, nutritional supplements, skin care and cosmeceutical products. Notwithstanding the foregoing, this restriction shall not apply to

pharmacies offered by tenants in the Shopping Center known as Wal-Mart, Lowe's, Ross Dress for Less, Office Depot, PETsMART or their respective assignees or sublessees, or to the retail sale of vitamins, nutritional supplements, skin care or cosmeceutical products by GNC, Wal-Mart, Lowe's, Ross Dress for Less, Office Depot, PETsMART or their respective assignees or sublessees

For the purposes of this Lease, a "Primary Use" shall be deemed to mean that more than 100 square feet is used for such purposes.

11. Exclusive rights of Bank of America, N.A., ("Bank of America"), pursuant to that certain Lease between Bank of America and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of the Lease, no other tenant shall have the primary use of a financial institution within the Shopping Center.

Landlord hereby acknowledges and agrees that it shall not lease any space in the Shopping Center to any retailer whose primary use is the operation of a financial institution, including but not limited to savings banks, thrift associations, and credit unions. Landlord further agrees that it shall not lease any space in the Shopping Center within 1500 feet of the Building to any check cashing, short-term loan or cash advance company. Notwithstanding the foregoing, these restrictions shall not apply to financial or related services offered by tenants in the Shopping Center known as Wal-Mart, Lowe's, Ross Dress For Less, Office Depot, Petsmart, or their respective assignees/sublessees.

12. Exclusive rights of Vegas Online Outlet LLC, a Nevada limited liability company ("I Will Repair"), pursuant to that certain Lease between Vegas Online Outlet LLC and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of the Lease, no other tenant shall have the primary use (sales equal to or greater than 25%) of phone and computer repair shop in the Shopping Center.

13. Exclusive rights of Ahava Family Enterprises LLC, a Nevada limited liability company ("Weight Watchers"), pursuant to that certain Lease between Ahava Family Enterprises LLC and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of the Lease, no other tenant shall have the primary use (sales equal to or greater than 25%) of weight control and/or weight loss business in the Shopping Center.

14. Exclusive rights of Starbucks Corporation, a Washington Corporation ("Starbucks") pursuant to that certain Lease between Starbucks and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of the Lease, following the Effective Date of this Lease, Landlord will not use or allow any other person or entity, other than Tenant, to sell within the Shopping Center (a) whole or freshly ground coffee beans, (b) espresso, espresso-based coffee drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) gourmet, brand-identified brewed coffee, except that other tenants may sell brewed coffee that is not gourmet or brand identified and (e) blended beverages, including without limitation, those containing the following: ice, coffee, espresso,

tea, milk, cream, juice and/or fruit. Tenants occupying fifty thousand (50,000) square feet or more shall not be subject to Starbucks exclusive use so long as they at all times occupy and operate out of the foregoing minimum square footage. Tenants whose primary use is juice and smoothies such as Jamba Juice and Tropical Smoothie are not considered a violation of Tenant's exclusive; however, such tenants may not sell gourmet, brand-identified coffee, espresso or tea. Notwithstanding the foregoing, Jamba Juice may sell gourmet, brand-identified tea so long as such sales do not exceed 15% of Jamba Juice's gross sales.

Full service, sit-down restaurants serving a complete dinner menu may sell brewed coffee or hot espresso drinks for on-premises consumption only. All tenants in the Shopping Center may sell non-gourmet or non-brand identified coffee. By way of example, Coffee Bean and Tea Leaf, Tally's, Seattle's Best, or similar is considered "Gourmet Brand-Identified." Folgers, Maxwell House, Farmer Bros., or similar are "Not Gourmet, Brand-Identified."

15. Exclusive rights of Jamba Juice Company, a California corporation ("Jamba Juice"), pursuant to that certain Lease between Jamba Juice and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of the Lease, from and after the date of this Lease, Landlord shall not lease space to any occupant of the Shopping Center other than Tenant whose primary use is the retail sale of juices, blended drinks, juice-related equipment and supplies and incidental items as are reasonably related to Tenant's business (including, but not limited to, smoothies, whether hot or cold).

Landlord hereby acknowledges and agrees that from and after the date of this Lease, other than Tenant, it shall not lease any space in the Shopping Center to any Tenant whose primary use is the retail sale of juices, blended drinks, juice related equipment and supplies (including, but not limited to, smoothies, whether hot or cold). Notwithstanding the foregoing, this restriction shall not apply to the same services offered by tenants in the Shopping Center known as Wal-Mart, Lowe's, Ross Dress For Less, Office Depot, PETsMART, and Starbucks or their respective assignees/sublessees.

16. Exclusive rights of Michael Tung Pham, DMD, P.C., a Nevada professional corporation d/b/a Eastern Hills Dental ("Eastern Hills"), pursuant to that certain Lease between Eastern Hills and Landlord or its affiliates, executed or to be executed, as follows:

Subject to Section 5.1 of the Lease, Landlord shall not lease space to any occupant of the Shopping Center other than Tenant whose primary use is for operation as a general dentistry office; provided, however, the exclusivity shall not extend to the following: (i) any existing tenants or their successors or assigns whose leases expressly permit the operation of a general dentistry office, or (ii) any existing or future tenant occupying more than 20,000 square feet of space within the Shopping Center. Tenant's Exclusive Use shall only apply to the Shopping Center as defined in this Lease.

17. Exclusive rights of Alfredo's Jewelry LTD, a Nevada corporation ("Alfredo's"), pursuant to that

certain Lease between Alfredo's and Landlord or its affiliates, executed or to be executed as follows:

Subject to Section 5.1 of the Lease, Landlord shall not lease space to any occupant of the Shopping Center other than Tenant whose primary use is for operation as a jewelry store that sells fine jewelry as its primary business item; provided, however, the exclusivity shall not extend to the following: (i) any existing tenants or their successors or assigns whose leases expressly permit the operation of a jewelry store, or (ii) any existing or future tenant occupying more than 20,000 square feet of space within the Shopping Center, or (iii) any existing or future tenant that sells fine jewelry, so long as fine jewelry sales are not its primary business item for sale, or (iv) any existing or future tenant operating as an accessory store that sells costume jewelry. Tenant's Exclusive Use shall only apply to the Shopping Center as defined in this Lease.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				0		
Corporate/Business Entity Name: MCM Development II LLC						
(Include d.b.a., if applicable)						
Street Address:		4607 Lakeview Canyon #493		Website: n/a		
City, State and Zip Code:		Westlake Village CA 91361		POC Name: James Howard		
				Email: jimh@alignrei.com		
Telephone No:		8054044480		Fax No: n/a		
Nevada Local Street Address:		Russell Road near Eastern Ave		Website: n/a		
(If different from above)						
City, State and Zip Code:		Las Vegas NV		Local Fax No: n/a		
Local Telephone No:		8054044480		Local POC Name: James Howard		
				Email: jimh@alignrei.com		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
James Howard	Authorized Signatory	5%
(no other person owns 5% or more)		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

1. Are any individual members, partners, owners or principals involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No

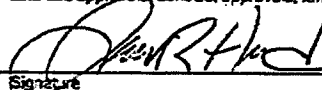
(If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.



Signature

James Howard

Print Name

Authorized Signatory

Title

June 26, 2022

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
n/a	n/a	n/a	n/a

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative