

FIFTH AMENDMENT TO SHOPPING CENTER LEASE

This Fifth Amendment to Shopping Center Lease (hereinafter called "Fifth Amendment") is made on this _____ day of _____, by and between Spring Valley Town Center Las Vegas, Nv. LLC (hereinafter called "Landlord") and University Medical Centers of Southern Nevada (hereinafter called "Tenant").

WHEREAS, all the interests from Spring Valley Shopping Center Las Vegas, Nv. Limited Partnership as successor in interest to Spring Valley Town Center, LLC as successor in interest to Sudberry-Pardee/LV #1, Ltd. have been transferred to Landlord; and

WHEREAS, all references to "Owner" in prior Amendments to Shopping Center Lease shall be understood to represent "Landlord"; and

WHEREAS, all references to "Minimum Annual Rent" in prior Amendments to Shopping Center Lease shall be understood to represent "Base Monthly Rent"; and

WHEREAS, Landlord and Tenant wish to amend that certain Shopping Center Lease dated June 19, 1995, that certain First Amendment to Lease dated October 11, 1999, that certain Second Amendment to Lease dated June 15, 2010, that certain Third Amendment to Lease dated June 1, 2015, and that certain Fourth Amendment to Lease dated June 16, 2020 (hereinafter called "Lease").

NOW THEREFORE, for good and valuable consideration, the parties agree to the following:

1. The term of this Lease shall be extended for an additional period of sixty (60) calendar months. This period shall commence July 1, 2025 ("Renewal Commencement Date") and shall terminate upon June 30, 2030 (hereinafter called "Renewal Termination Date"). Both Landlord and Tenant agree that there are no options in which this Lease may be further extended and any term or provision in the Lease that may give rise to any such right to extend the Lease beyond the Renewal Termination Date is hereby deemed to be deleted from the Lease and of no further force or effect.

2. The " Base Monthly Rent " shall be modified to show the minimum annual rent to be as follows:

The sum of \$19,380.60 in advance upon the first day of each calendar month commencing July 1, 2025 through June 30, 2026; \$232,567.20 per annum.

3. Effective as of July 1, 2026 and as of the first day of each July thereafter, during the term hereof, the Base Monthly Rent then in effect shall be increased annually by the product of (i) three percent (3%) and (ii) the Base Monthly Rent in effect immediately prior to such increase, and the monthly installments of Base Monthly Rent shall be upwardly adjusted accordingly.

4. Landlord and Tenant agree that the amount by which Common Area Expenses, insurance and real estate taxes increase during each calendar year shall not exceed 6% per year on a cumulative basis. The cap for 2026 will be 106% of the actual calendar year 2025 Common Area Expenses (without adjustment for tenants partial year of occupancy) and the cap for 2027 and each subsequent year of the Lease term will be 106% of the prior year's cap. In the event Landlord's actual Common Area Expenses, insurance and real estate taxes exceed the cap amount, Landlord shall invoice Tenant the amount owed and Tenant shall use its best efforts to seek funding appropriations for the amounts owed in the next fiscal budget cycle and make payment to Landlord within thirty days of approval of said funds. After receiving Landlord's invoice of Common Area Expenses, insurance and real estate taxes which exceed the cap amount, Tenant may dispute the results within 60 days thereof by either (a) providing written notice to the Landlord of Tenant's intent to exercise its audit rights, or (b) requesting an actual accounting of such charges.

5. Landlord and Tenant acknowledge and agree that Section 4 of the Second Amendment to Lease is amended to insert the following sentence after "assets.":

Landlord shall incur no liability of any kind whatsoever to Tenant or to any person, entity, trust or other organization claiming by, through or under Tenant in connection with this Lease or the revocation thereof, or the use by Tenant of all or any portions of the Premises or the Shopping Center.

6. Landlord and Tenant acknowledge and agree that Section 5 of the Second Amendment to Lease is hereby deleted and replaced with the following:

Notwithstanding anything in this Lease to the contrary and upon mutual execution of this Fifth Amendment, Tenant shall be obligated to make all payments of Base Monthly Rent and additional rent, as defined within the Lease, through the Landlord's designated electronic payment's portal. Landlord reserves the right to change the Landlord's designated electronic payment portal at any time through written notice, subject to the notification methods set forth in Section 7 of this Fifth Amendment. Tenant's failure to make payments through the Landlord's designated electronic payment portal does not excuse Tenant from making payments through other means, including but not limited to automated electronic funds transfer or an automated clearing house (ACH). In each instance when Tenant does elect to pay through other means, Tenant will be subject to a surcharge fee equal to three percent (3%) of the Base Monthly Rent, which shall be payable as additional rent, as defined in Section 3.4 of the Shopping Center Lease. Failure to complete payment by the due date will result in a late charge as outlined in Section 3.6 of the Shopping Center Lease.

7. Landlord and Tenant acknowledge and agree that Section 30.9 of the Shopping Center Lease is hereby deleted and replaced with the following:

Any notice, demand, request or other instrument which may be or are required to be given under this Lease, excluding sales or financial reporting if any, shall be delivered in person or sent by United States certified mail, postage prepaid return receipt requested or sent by overnight mail by a recognized national carrier and shall be addressed (a) if to Landlord at the following address:

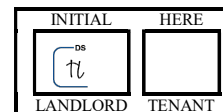
Spring Valley Town Center Las Vegas, Nv. LLC
c/o Glazer Investments LLC
270 Commerce Drive
Rochester, New York 14623
Attention: Timothy Lyon

For any notice, demand, request, or other instrument which may affect the Grant and Term of the Lease or Fifth Amendment, Tenant is required to send a copy to:

Troutman Pepper Locke
301 S. College Street, 34th Floor
Charlotte, NC 28202
Attention: Stuart M. Jones, Jr.

and (b) if to Tenant at the Premises, with a copy to: UMC Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Any such notice, demand, request, or other instrument delivered or sent as described above will be deemed to be delivered when actually received by the designated addressee and, if required, its designated copy. Tenant may not send notice to Landlord, via electronic mail.


8. Notwithstanding anything in Section 27.1 of the Shopping Center Lease to the contrary, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on



the same terms and conditions as provided in this Lease, except that the Base Monthly Rent shall be equal to the rental as specified in Section 27.1 of the Shopping Center Lease.

9. Landlord and Tenant acknowledge and agree that Section 30.8 of the Shopping Center Lease is amended to insert “, disease, epidemics” after “controls”.
10. Notwithstanding anything in Section 15.1 of the Shopping Center Lease to the contrary, whether or not Landlord consents to any proposed assignment or subletting of any portion of the Premises Tenant shall pay Landlord, concurrently with each assignment or subletting request by Tenant, a review and processing fee in an amount equal to \$750.00.
11. This Fifth Amendment and any other certificate, agreement, supplement or document related to this Fifth Amendment, may be executed in counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. Any signature to this Fifth Amendment or to any other certificate, agreement, supplement or document related to this Fifth Amendment, that is rendered and delivered by any electronic means, including without limitation (i) facsimile, (ii) electronic mail, (iii) portable document format, (iv) DocuSign ®, (v) or any other electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including without limitation the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.
12. Tenant shall be liable to all of the terms, covenants and conditions of the Lease and this Fifth Amendment.
13. All other terms, covenants and conditions of the Lease shall remain the same.

(Signatures to follow on next page)

INITIAL	HERE
	
LANDLORD	TENANT

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the date first written.

Landlord:

Spring Valley Town Center Las Vegas, Nv. LLC

DocuSigned by:
By: Timothy Lyon
Timothy Lyon, Vice President
Date: 5/16/2025

Tenant:

University Medical Centers of Southern Nevada

By: _____
Name: _____
Title: _____
Date: _____

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LANDLORD	TENANT