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**LEASE AGREEMENT**

**BY AND BETWEEN**

**AHP OF NEVADA, LLC  
("LANDLORD")**

**AND**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
("TENANT")**

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## **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between AHP of Nevada, LLC, a Delaware limited liability company, or its assigns ("Landlord"), and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 ("Tenant").

WHEREAS, Landlord desires to lease certain space to Tenant, as more fully set forth herein, and Tenant desires to take and lease such space from Landlord, which space is more fully described below ("Premises"); and

WHEREAS, the Premises are situated within certain improvements located on certain real property, which property and improvements are referred to herein as the "Building," which real property is legally described in Exhibit "A".

NOW THEREFORE, for and in consideration of the rents reserved hereunder and the terms and conditions hereof, Landlord hereby rents, demises and leases to Tenant, and Tenant takes and leases from Landlord, the Premises upon the following terms and conditions:

### **1 - BASIC LEASE TERMS**

#### **1.1 Basic Lease Provisions and Enumeration of Exhibits:**

a. Date

\_\_\_\_\_, 2025.

b. Landlord

AHP of Nevada, LLC

c. Notice Address of Landlord

AHP of Nevada, Inc.,  
3000 Meridian Boulevard, Suite 200  
Franklin, Tennessee 37067  
Attention: Asset Manager

with a copy to:

Transwestern Management  
3201 South Maryland Parkway, Suite 406  
Las Vegas NV 89109  
Attn: Property Manager

d. Tenant (including form of entity)

University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450

e. Notice Address of Tenant

UMC  
 1800 W. Charleston Blvd  
 Las Vegas, NV 89102  
 Attn: Legal Department

f. Tenant's Trade Name

University Medical Center; UMC; UMC Quick Care; UMC Primary Care

g. Leased Premises

Approximately 74,310 rentable square feet in the Building, as identified on the Site Plan attached hereto as Exhibit "C", with a physical address of 901 Rancho Lane, Las Vegas, Nevada 89106.

h. Lease Term

Commencing on the Lease Commencement Date and expiring ten (10) years after the Monthly Base Rent Commencement Date.

i. Lease Commencement Date

The date Tenant may take possession of the Premises pursuant to Landlord's notice, as set forth in Section 3.1(a) below.

j. Monthly Base Rent Commencement Date

The Lease Commencement Date pursuant to the provisions of Section 3.1(a) below.

k. Landlord's Work Cost

Subject to the terms and conditions set forth in Section 3.2, Landlord shall be solely responsible for cost of Landlord's Work (defined in Section 3.2.a below) in an amount up to \$750,000.00 for work in updating, modifying, and improving the common areas of the Building and painting the exterior of the Building.

l. Monthly Base Rent

The total amount of each monthly monetary payment made by Tenant to Landlord (the "Monthly Base Rent") during the Lease Term. Subject to Section 1.1(w) herein, the Monthly Base Rent payment schedule is as follows:

MONTH	RENT SQ/FT	MONTHLY BASE RENT
1-12	\$31.20	\$193,206.00
13-24	\$32.29	\$199,955.83
25-36	\$33.42	\$206,953.35
37-48	\$34.59	\$214,198.58
49-60	\$35.80	\$221,691.50
61-72	\$37.05	\$229,432.13
73-84	\$38.35	\$237,482.38
85-96	\$39.69	\$245,780.33
97-108	\$41.08	\$254,387.90
109-120	\$42.52	\$263,305.10

In addition to Monthly Base Rent, commencing as of the Monthly Base Rent Commencement Date, Tenant shall be responsible for the monthly payment of Tenant's Pro Rata Share of Excess Adjustments. "Tenant's Pro Rata Share of Excess Adjustments" shall mean the rentable area of the Premises divided by the rentable area of the Building on the last day of the calendar year for which the cost of all Adjustments (as defined below and set forth in Section 4.2) are determined. Except as provided expressly to the contrary

herein, the rentable area of the Building shall include all rentable area of all space leased or suitable for lease in the Building, which Landlord may reasonably re-determine from time to time, to reflect any re-configurations, additions or modifications to the Building. If the Building, or any development of which it is a part, shall contain non-office uses, Landlord shall have the right to determine in accordance with sound accounting and management principles, Tenant's Pro Rata Share of Excess Adjustments for only the office portion of the Building or of such development, in which event, Tenant's Pro Rata Share of Excess Adjustments shall be based on the ratio of the rentable area of the Premises to the rentable area of such office portion. If the Building shall be part of or shall include a complex development or group of buildings or structures collectively owned, leased or managed by or on behalf of Landlord or any of its affiliates, Landlord may allocate among the buildings within the complex or group of buildings those categories of Adjustments which relate to any facilities which are for the common use or benefit of the complex or group of buildings, among such buildings in accordance with sound accounting and management principles. Such common use or benefit facilities shall include, but shall not necessarily be limited to, parking facilities and driveways, sidewalks, connecting bridges and corridors, lobbies, foyers and other public areas, maintained for the common benefit and use of buildings within the complex or group. The rentable area in the Premises as set forth in Section 1.1(l) of this Lease is hereby stipulated to be the rentable area of the Premises for all purposes under this Lease, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises and for actual occupancy; provided, however, in the event Landlord re-measures the Premises in accordance with commercially reasonable procedures and if the rentable area of the Premises is different than above stated, Landlord may give Tenant written notice of the change and the new number of square feet shall become the rentable area of the Premises for all purposes effective as of the date of such notice.

Notwithstanding anything herein to the contrary, Tenant's Proportionate Share of Excess Adjustments for each calendar year shall not exceed the following amounts:

CALENDAR YEAR	MAXIMUM AMOUNT OF TENANT'S PROPORTIONATE SHARE OF EXCESS ADJUSTMENTS
2025	\$0.00
2026	\$0.00
2027	\$47,588.00
2028	\$97,346.00
2029	\$149,363.00
2030	\$204,353.00
2031	\$262,314.00
2032	\$323,249.00
2033	\$386,412.00
2034	\$453,291.00

"Base Year" shall mean the calendar year of 2026. "Excess Adjustments" shall mean the excess, if any, of actual Adjustments for any calendar year within the Lease Term, subsequent to the Base Year, over the amount of actual Adjustments for the Base Year (hereinafter called "Base Adjustments").

The term "Lease Year" shall mean each successive period of twelve (12) consecutive calendar months, commencing on the Monthly Base Rent Commencement Date. Should the Monthly Base Rent Commencement occur on a date other than the first day of a calendar month, then the first Lease Year shall consist of the partial month during which such Commencement Date occurred, together with the next succeeding twelve (12) calendar months. Tenant shall pay its first month's Monthly Base Rent upon execution of this Lease.

m. Intentionally omitted

n. Permitted Uses

Tenant shall use the Premises primarily as a UMC Care Facility (medical and administrative offices) and subject to all applicable laws and the restrictions set forth in the CC&R's.

o. Exclusive Use

Landlord represents, warrants, and covenants that from and after the Effective Date through the termination of this Lease, neither Landlord nor any Landlord Affiliate, successor or assigns, will lease any space in the Building (except the Premises hereby demised) as the same may now exist or as now being reconstructed or as enlarged or altered at any time in the future, or permit the use or occupancy of any such space, whether at wholesale or at retail, to any tenant or other occupant which provides, promotes, sells or displays health care, medical care, chiropractor care, physical therapy, or home health care. Notwithstanding anything in this Lease to the contrary, Landlord shall not knowingly lease any vacant portion of the Building for use as a medical office without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

p. Security Deposit

None.

q. Guarantor

None.

r. Address of Guarantor.

N/A.

s. Tenant's Broker

None.

Landlord's Broker

Avison & Young.

t. Tenant's Minimum Operating Hours

As determined by Tenant, not to exceed the "normal business hours" (as such term is defined in Section 6.3(b) of this Lease) of the Building.

u. Signage

Subject to Landlord's prior written consent, Tenant shall place a building sign on the front building façade at Tenant's sole expense. Landlord has approved an image of the Tenant's proposed building sign which is attached hereto as Exhibit "E-1." Any lit signs must, in addition to meeting any other requirements imposed by Landlord, comply with Landlord's sustainability plan regarding light pollution, intensity, and hours of operation. Landlord reserves the right to affix, install, and display signs, advertisements and notices on any part of the exterior or interior of the Building except in the Premises, including without limitation the right to display any ENERGY STAR or other third-party sustainability certification plaques the Building may have from time to time. Notwithstanding anything to the contrary set forth herein, any signage installed by Tenant shall be in compliance with applicable law.

v. Tenant's Budgetary Limits and Fiscal Fund Out.

This provision shall apply to this Lease and shall take precedence over any conflicting terms and conditions, and shall limit Tenant's financial responsibility. The Tenant, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which requires Tenant to budget annually for its expenses and which prohibit Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All Tenant's financial obligations

under this Lease are subject to those statutory requirements, and the following two (2) paragraphs below (hereinafter the "Fund Out Clause").

Notwithstanding the monetary obligations of this Lease, the total amount of Tenant's payment obligations hereunder for any fiscal year shall not exceed those monies appropriated and approved by Tenant for the then current fiscal year under the Local Government Budget Act. Tenant reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and Tenant's using department or General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.

Notwithstanding the monetary obligations of this Lease, this Lease shall terminate upon no less than ninety (90) days written notice to Landlord and Tenant's liability and payment obligations, except for the Termination Fee (as defined below), hereunder shall be extinguished at the end of the fiscal year (June 30) in which the Tenant's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts due. Simultaneously with Tenant's notice to Landlord to terminate this Lease, Tenant shall pay a termination fee equal to (i) the total of any unamortized broker's commissions or fees, plus imputed interest on such broker's commission fees at the rate of ten percent (10%) (or if lower, the maximum rate allowed under applicable law) plus (ii) any unamortized tenant improvement costs incurred in connection with Tenant's occupancy or anticipated occupancy of the Premises, plus imputed interest on such tenant improvement costs at the rate of ten percent (10%) (or if lower, the maximum rate allowed under applicable law), as consideration for such termination (collectively, the "Termination Fee"). For the avoidance of doubt, the Termination Fee for each month of Term is outlined on Exhibit E, attached hereto and incorporated herein by this reference.

w. Parking

At no additional cost to Tenant, Landlord shall provide Tenant with two hundred forty-six (246) total parking spaces, which shall include parking spaces located on both the surface parking lot and within the parking garage adjacent to the Premises. Parking in such areas shall be at Tenant's own risk. Landlord reserves the right to change the number and location of such parking spaces from time to time, as well as the price rate. Parking spaces may be temporarily unavailable from time to time due to repairs, maintenance, improvements, or other causes. Landlord shall not be liable for and Tenant shall not be entitled to any remedy based on parking use, changes, incidents, or unavailability.

**1.2 Significance of Basic Lease Provisions:**

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 shall be deemed and construed to incorporate all the terms provided under each such Basic Lease Provision; provided, that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of those Basic Lease Provisions.

**1.3 Enumeration of Exhibits:**

The exhibits enumerated in this Section and attached to this Lease are incorporated herein by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligations on its part stated in any and all such Exhibits:

Exhibit A	Legal Description of Real Property
Exhibit B	Rules and Regulations
Exhibit C	Site Plan
Exhibit D	Tenant Estoppel Letter
Exhibit E	Termination Fee



## **2 - PREMISES**

### **2.1 Building:**

The Building and Premises are depicted on the Site Plan attached hereto as "Exhibit C." Tenant shall only have such rights in and to the Building as are specifically set forth herein. The Premises shall not be relocated nor shall Tenant be subject during the term of the Lease to a relocation to any building or structure other than the Premises.

### **2.2 Premises and Demise:**

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Section 1.1 and generally depicted on the Site Plan. The Premises are also depicted in the Site Plan attached hereto and made a part hereof as Exhibit "C."

### **2.3 Reserved to Landlord:**

Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for set-off or abatement of Rent (as defined below): (i) to use the exterior walls (other than store fronts), demising walls, and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Building; (ii) to use the land below and the area above the Premises in any manner which does not materially interfere with Tenant's use of the Premises; (iii) to change the Building's name or street address; (iv) to install, affix and maintain all signs on the exterior and interior of the Building; (v) to designate and approve, prior to installation, all types of window shades, blinds, drapes, awning, window ventilators and other similar equipment and to control all internal lighting that may be visible from the exterior of the Building; (vi) to retain at all times and to use only in appropriate instances, keys to all doors within and into the Premises (no locks or bolts shall be altered, changed, or added without the prior written consent of Landlord); and (viii) to decorate or make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises and during the continuance of said work to temporarily close doors, entryways, public spaces and corridors in the Building, and to interrupt or temporarily suspend Building services and facilities, provided, however, that Landlord shall use reasonable efforts to minimize any interruption or interference with Tenant's use or occupancy of the Premises when performing such work.

### **2.4 Exclusive Use:**

Landlord represents, warrants, and covenants that from and after the Effective Date through the termination of this Lease, neither Landlord nor any Landlord Affiliate, successor or assigns, will lease any space in the Building (except the Premises hereby demised) as the same may now exist or as now being reconstructed or as enlarged or altered at any time in the future, or permit the use or occupancy of any such space, whether at wholesale or at retail, to any tenant or other occupant which would violate Tenant's exclusive use under Section 1.1(o).

## **3 - TERM-LANDLORD AND TENANT'S WORK**

### **3.1 Lease Term:**

#### **a. Lease Commencement Date and Monthly Base Rent Commencement Date.**

This Lease shall be for the term set forth in Section 1.1(h) above ("Term" or "Lease Term"). The Monthly Base Rent Commencement Date shall commence upon the Lease Commencement Date set

forth in Section 1.1(i). The terms and conditions of this Lease shall apply, and this Lease shall constitute a binding agreement between Landlord and Tenant, from and after the date set forth in Section 1.1(a). The Lease Term shall commence on the Lease Commencement Date and shall terminate at midnight on the last day of the Lease Term; provided that, Tenant's rental obligations and all other monetary obligations under this Lease shall commence as of the date set forth in Section 1.1(j) ("Monthly Base Rent Commencement Date").

b. Intentionally omitted.

### 3.2 **Construction of Improvements; Acceptance of Premises:**

a. Landlord's Work

Landlord shall provide Tenant with an improvement allowance in an amount up to \$1,850,000.00 (the "Improvement Allowance") for work in updating, modifying, improving and preparing the Building and Premises for Tenant's use ("Landlord's Work"), of which \$1,100,000.00 shall be allocated to improve the Premises and \$750,000.00 shall be allocated to improve the common areas and exterior of the Building. A portion of the Improvement Allowance may be used for design fees and shall include a construction management fees in the amount of five percent (5%) due to Landlord's construction manager, at Landlord's discretion. Landlord and Tenant shall use good faith efforts to mutually agree upon the plans and specification for the Landlord's Work (the "Plans and Specifications"), and the Improvement Allowance shall be disbursed by the Landlord in accordance with Landlord's requirements and Plans and Specifications and in accordance with adequate documentation supporting Landlord's Work expenditures. The Improvement Allowance shall be used solely for the costs of Leasehold Improvements, and no portion of the Improvement Allowance shall be used for furniture, personal property, working capital or any other purposes. Any unused or unallocated portion of the Improvement Allowance shall cease to be available on May 18, 2027 (the "Improvement Expiration Date"). Tenant agrees that unless Landlord otherwise agrees in writing, Landlord shall not be obligated to furnish or provide any work or improvements requested by Tenant after the Improvement Expiration Date. Furthermore, unless Landlord otherwise agrees in writing, no portion of the Improvement Allowance shall be available for paying the costs of any additional work or improvements incurred after the Improvement Expiration Date except for any work that remains to be completed as itemized on a punch list. Items constituting "Leasehold Improvements" shall be determined by Landlord and may include, but shall not be limited to, the Common Areas, the exterior walls, all interior demising walls, flooring, electrical materials and equipment, mechanical, plumbing and life-safety equipment in the Premises and/or the Building. Tenant shall cooperate with Landlord in developing architectural and other drawings and plans for Landlord's Work prior to construction, but all Landlord's Work shall be designed, performed and/or constructed by architects, engineers, contractors and/or other appropriate persons or entities chosen, hired, engaged or employed by Landlord. All Leasehold Improvements shall be property of Landlord and may not be altered or removed by Tenant without Landlord's consent. The Leasehold Improvements are not unique to Tenant and will have significant residual value to Landlord at the end of the Lease. Accordingly, Landlord may require Tenant to compensate Landlord for lost utility of the Leasehold Improvements as a condition to such consent. Any dispute with respect to Landlord's Work shall be conclusively resolved by an architect chosen by Landlord to Landlord's satisfaction.

Any costs and expenses of the Landlord's Work that exceed or are not covered by the Improvement Allowance ("Excess Costs") shall be the sole responsibility of and shall be paid by Tenant at the time such Excess Costs are identified and upon demand by Landlord. If Excess Costs are identified prior to actually being incurred, Landlord may require Tenant to pay to Landlord an amount equal to such Excess Costs in advance of being incurred. Landlord shall have no obligation to make any disbursements of the Improvement Allowance until it has received such Excess Costs sums. Landlord may apply all Excess Costs amounts received from Tenant to and for any purpose, including elements of the Landlord's Work which is not specifically associated with the Excess Costs sums delivered. If Tenant fails to pay Landlord

any Excess Costs within ten (10) days of Landlord's request for same, Tenant shall be in material breach of the Lease and Landlord may, among all other remedies available at law or in equity, elect to cancel this Lease by giving Tenant written notice of same.

Throughout the process of preparing the plans for the Landlord's Work and obtaining any necessary governmental permits and approvals, each party shall act diligently and in good faith and shall cooperate with the other and with governmental agencies in whatever manner may be reasonably required, including, without limitation, compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder ("ADA"), and similar laws. Tenant acknowledges and agrees that Landlord reserves the right, without Tenant's consent and without liability to Tenant, to make any modifications, changes or omissions to the plans required by any governmental or quasi-governmental authority or utility. Tenant acknowledges that interior finishes such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, tile, mica, and the like, are subject to shading and gradation and may vary from samples, models or color charts, and from piece to piece, and Landlord will not be liable for such variation.

Tenant may select different materials or interior finishes in lieu of the Landlord's building standard material and finishes prior to the commencement of any Landlord's Work on the part of the Premises affected by the change in materials or finishes, subject to (a) Landlord's approval of same, and (b) such Tenant's substitutions complying with applicable local codes requirements. If the cost of Tenant's substitutions causes the cost of the Landlord's Work to exceed the Improvement Allowance, the Tenant shall be responsible for such difference in cost as part of the Excess Costs. Any change orders or extras requested by Tenant and not included in Landlord's original plans must be agreed to by Landlord in writing. If Landlord omits any changes or extras, Landlord's only liability to Tenant will be to refund to Tenant the amount Tenant paid to Landlord as Excess Costs for each item omitted. Except for such omissions, Tenant's payment for any change orders or extras is not refundable.

Tenant shall not interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or interference by others. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph.

Tenant acknowledges and agrees that completion of the Landlord's Work may be delayed by causes that are beyond Landlord's control, that Landlord will not be liable for any delays in completion of the Landlord's Work, that Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and that any delays will not permit Tenant to cancel, amend or diminish any of Tenant's obligations under this Lease.

Notwithstanding anything herein to the contrary, Landlord and Tenant acknowledge that the actual square footage of the Premises may differ at the Lease Commencement Date from the square footage set forth elsewhere in this Lease. In the event of such a difference, Tenant agrees that the square footage of the Premises shall be deemed for all purposes, including but not limited to the determination of the total amount of the applicable Rent and Improvement Allowance, to be the actual square footage of the Premises as of the Lease Commencement Date, subject to remeasurement by Landlord from time to time in accordance with this Lease.

Notwithstanding anything in this Lease to the contrary and subject to the terms and conditions set forth in this Section 3.2(b), Tenant shall have the option to increase the Improvement Allowance by an additional \$1,000,000.00 (the "Additional Improvement Allowance") (for a total Improvement Allowance not to exceed \$2,100,000.00 in the aggregate), provided that: (i) in the event Tenant utilizes any portion of the Additional Improvement Allowance, Monthly Base Rent for the Premises shall increase by \$0.025 per rentable square foot of the Premises per year for each \$10,000.00 of the Additional Improvement Allowance

utilized by Tenant (the "TIA Rent Adjustment"); and (ii) the Additional Improvement Allowance shall be utilized by the Improvement Expiration Date.

## **4 - RENT**

### **4.1 Monthly Base Rent:**

#### **a. Monthly Base Rent**

Tenant shall pay to Landlord, without notice, demand, setoff or deduction and all such installments shall be paid to Landlord or its managing agent in U.S. Dollars, a fixed monthly base rent as set forth in Section 1.1(l) ("Monthly Base Rent"). Monthly Base Rent shall be paid monthly in advance on or before the first (1<sup>st</sup>) day of each calendar month of the Lease Term commencing with the Monthly Base Rent Commencement Date, and shall be delinquent if not so paid on or before the tenth day of each month. Monthly Base Rent for any partial month occurring after the Monthly Base Rent Commencement Date or at the conclusion of the Lease Term shall be prorated and shall be payable on the first day of such partial month. In no event shall Tenant have the right to withhold any Rent for any length of time regardless of whether any dispute exists relating to this Lease, the Premises, the Building or Tenant's occupancy of the Premises or the Building, except where otherwise explicitly set forth in this Lease.

#### **b. Application of Rent**

No payment by Tenant or receipt by Landlord of lesser amounts of Rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

#### **c. Additional Rent.**

In addition to Monthly Base Rent, Tenant shall pay Landlord "Additional Rent", which term shall include the following: (i) Tenant's Pro Rata Share of Excess Adjustments, which amount shall not exceed the applicable limit as set forth in Section 1.1(l) of this Lease; and (ii) any other sums owed by Tenant pursuant to this Lease or otherwise arising in connection with Tenant's occupancy of the Premises.

Base Rent and Additional Rent shall hereinafter be collectively referred to as "Rent".

### **4.2 Adjustments:**

#### **a. Taxes, Fees and Insurance**

(1) Subject to and as limited by the annual maximum amount of Tenant's Proportionate Share of Excess Adjustments outlined in Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in monthly installments, Tenant's Pro Rata Share of all taxes (as defined below) and insurance premiums. Said insurance premiums shall include all premiums for Landlord's fire and extended coverage (and/or "All-Risk") insurance, comprehensive general liability insurance, business interruption and loss of rents insurance, flood insurance, and any other insurance and endorsements that Landlord or Landlord's lender or Clark County deems necessary for the Building.

(2) The terms "fees" and "taxes" shall include all real estate, personal property and other ad valorem taxes and assessments, whether special or general, and shall include any road improvement districts, and water improvement district, if any, and any other utility installation hookup, meter fees, fixture fees, tie in or similar charges or assessments that are levied upon and/or assessed against the Premises or the Building and/or improvements now or hereafter in place at the Building or that provide

the Building with parking or other services and/or which are payable during or with respect to the Lease Term; including all costs associated with the appeal of any assessment on taxes.

b. Common Area Maintenance and Charges

(1) The term "Common Areas" is defined in Section 12.2 hereof.

(2) The term "Common Area Maintenance Charge" is hereby defined to mean the total of all costs and expenses incurred in managing, operating, equipping, lighting, repairing, replacing and maintaining the on-site and off-site Common Areas of the Building. Such costs shall include, without limitation, all costs and expenses for: materials, supplies, repairs, maintenance, painting, relocation of facilities, resurfacing of paving, lighting, cleaning, sweeping, painting, striping, compliance with laws, ordinances and codes, removing of rubbish or debris, policing and inspecting, providing janitorial, private police protection, security patrol, or night watchmen (including, but not limited to uniforms), fire protection and security alarm systems and equipment, heating and air conditioning (to the extent, if any, Landlord incurs any expense therefor), comprehensive liability, property damage, vandalism, malicious mischief, flood and/or earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards deemed appropriate by Landlord, fidelity bonds, taxes, including all taxes and assessments whether general or special and all improvement district assessments whether public or private (provided, however, that any such taxes for which the Premises is separately assessed and which Tenant is paying directly or paying separately to Landlord shall be excluded), personal property taxes, and all costs of maintenance and/or replacement of paving, curbs, walkways, remarking, directional or other signs, landscaping, including landscaping areas outside the Building, in the vicinity thereof, that Landlord is permitted or required to maintain for the enhancement of the overall aesthetics and functioning of the Building, drainage and storm drain facilities, lighting facilities, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, the cost of servicing and maintaining any sprinkler system, all in-line building roof repairs and maintenance including but not limited to patching, resurfacing and preventative maintenance, and painting or renovation of the exterior portion of all or any part of the in-line buildings.

(3) Subject to and as limited by the annual maximum amount of Tenant's Proportionate Share of Excess Adjustments outlined in Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Monthly Base Rent Commencement Date, Tenant shall pay to Landlord monthly Tenant's Pro Rata Share of the Common Area Maintenance Charge for each calendar month. The amount of the monthly Common Area Maintenance Charge shall be equal to Tenant's Pro Rata Share of Common Area Maintenance Charge as set forth in Section 4.2(c) below, multiplied by the operating cost budget or statement of anticipated monthly Adjustments pursuant to Section 4.2(e) below. Tenant's obligation to pay its Pro Rata Share of the Common Area Maintenance Charge is not conditioned on any other tenant's obligation to pay the charge.

c. Definition of Tenant's Pro Rata Share

"Tenant's Pro Rata Share" shall be a fraction, the numerator of which is the gross rentable area of the Premises and the denominator of which is the gross rentable floor area of the buildings constructed in the Building from time to time. Gross rentable floor area does not include patios, overhangs, drive-throughs, garden centers and outdoor sales areas. Provided, however, that if any tenants in said buildings have obtained written approval from Landlord to pay their taxes directly to any taxing authority, or to carry their own insurance, or to maintain part of the Common Area at their own expense, their rentable leasable square footage shall not be deemed a part of the floor area for the purposes of pro rating said taxes, or said insurance, or said Common Area Maintenance Adjustments, as applicable.

d. Definition of Adjustments

For the purposes of this Lease, the term "Adjustments" shall collectively include the Utility Charge (as hereinafter defined), taxes, assessments, insurance, Common Area Maintenance Charges, and

all other costs and expenses to be paid pursuant to this Section 4. Tenant's Pro Rata Share of Excess Adjustments shall be considered Additional Rent and shall be paid at the time and in the manner set forth below and shall not exceed those amounts set forth elsewhere in this Lease.

e. Statement of Adjustments

Before the beginning of each calendar year during the Lease Term, Landlord may furnish Tenant with a statement of Landlord's estimate of at the Notice Address set forth in Section 1.1(c) a statement of the anticipated monthly Excess Adjustments and other charges for such calendar year, if any, as determined by Landlord for the period between the Commencement Date and the following January, and Tenant shall pay the same and all subsequent monthly payments concurrently with the payment of Monthly Base Rent or if no Monthly Base Rent is due, such Excess Adjustments shall be due and payable on or before the first day of each month, in advance without demand, adjustment or offset. If Landlord fails to deliver such statement prior to January 1 of the applicable year, Tenant shall pay each month one-twelfth (1/12th) of Tenant's Pro Rata Share of Excess Adjustments for the prior year, if any, until such statement is received. If Landlord furnishes Tenant such a statement, to the extent the new estimate is greater than or less than the estimates paid to date for such calendar year, a lump sum payment or credit shall be made in the next monthly payment to adjust for such differential and thereafter Tenant shall thereafter pay each month one-twelfth (1/12th) of Tenant's Pro Rata Share of Excess Adjustments as set forth in the new estimate. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 31st of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Building actually incurred for the prior calendar year and Tenant's Pro Rata Share thereof. The first and last such statements during the Lease Term shall be prorated for the partial years occurring at the beginning and at the conclusion of the Lease Term. In the event the total of the monthly payments which Tenant has made for the prior calendar year or partial calendar year shall be less than Tenant's actual Pro Rata Share of such Excess Adjustments and other charges, then Tenant shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Landlord.

## **5 - USE**

### **5.1 Permitted Uses:**

Tenant shall not use nor permit or suffer the use of the Premises for any business or purpose other than the purpose set forth in Section 1.1(o) above, without the prior written consent of Landlord, which consent may be withheld in Landlord's good faith business judgment or be made subject to such conditions as Landlord deems appropriate.

### **5.2 Compliance with Laws:**

Tenant shall, at its sole cost and expense, materially comply with all federal, state, county or municipal laws, ordinances, rules, regulations, directives, orders and/or requirements now in force or which may hereafter be in force with respect to the Premises (including storefronts and entrances), Tenant's use and occupancy of the Premises and Tenant's business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies (including the Insurance Services Organization) now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

## **6 - UTILITIES**

### **6.1 Tenant's Obligation:**

Subject to and as limited by the annual maximum amount of Tenant's Proportionate Share of Excess Adjustments outlined in Section 1.1(l), in addition to the Monthly Base Rent provided in 4.1(a), and commencing on the Monthly Base Rent Commencement Date, Tenant shall pay to Landlord, in monthly

installments, Tenant's Pro Rata Share of the Utility Charge. The "Utility Charge" is defined as all charges for water, gas, heat, electricity, power, telephone service, trash and garbage removal, sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires. Landlord reserves the privilege of stopping any or all utility services in case of accident or breakdown, or for the purpose of making alterations, repairs or improvements. Landlord shall not be liable for the failure to furnish or delay in furnishing any or all of such services when same is caused by or is the result of (a) strikes, labor disputes, labor, fuel or material scarcity, or governmental or other lawful regulations or requirements; (b) the failure of any corporation, firm or person with whom the Landlord may contract for any such service, or for any service incident thereto, to furnish any such service; (c) the making of any alterations, repairs or improvements as described in the preceding sentence; (d) any act or omission of Tenant; or (e) any other cause other than the gross negligence of the Landlord; and the failure to furnish any of such services in such event shall not be deemed or construed as an eviction or relieve Tenant from the performance of any of the obligations imposed upon Tenant by this Lease, including its obligation to pay Rent. Notwithstanding the foregoing, Landlord agrees that if there is an interruption within Landlord's reasonable control (other than an interruption resulting from a fire or other casualty) of the services which Landlord is to provide that renders the Premises untenable and continues for a period of five (5) or more consecutive business days after Landlord receives notice from Tenant (an "Unauthorized Interruption"), Tenant's Rent will abate commencing at the end of said 5-business-day period until the Premises are tenantable. Further, Landlord and Tenant agree that if an Unauthorized Interruption occurs solely from Landlord's gross negligence or willful misconduct, Tenant shall immediately notify Landlord of such Unauthorized Interruption in accordance with the requirements of this Lease; if Landlord has not remedied the Unauthorized Interruption within one (1) business day after receipt of the aforementioned notice, then until such remedies are completed, Tenant's Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant due to the Unauthorized Interruption commencing at the end of said 1-business day period until the Premises are tenantable. If Tenant continues to use any part of the Premises to conduct its business, the Rent will only abate for the untenable part not used. Tenant shall be solely responsible for and shall promptly pay all charges for telephone, computer, broadcast, and other communication or information services. Landlord shall not be responsible for the failure of any equipment or machinery to function properly on account of any interruption of such services. Tenant shall be solely responsible for and shall promptly pay all charges for telephone, computer, broadcast, and other communication or information services. If, during the Lease Term, Landlord or Tenant is required to convert or replace any HVAC or utility system or equipment servicing the Premises, including but not limited to systems or equipment using the chlorofluorocarbon known as "freon," in order to comply with any federal, state, county, borough or municipal statute, ordinance, rule, regulation, directive, order or requirement, then, except to the extent arising in connection with the willful or negligent act or omission of Tenant, or of any employee, agent or invitee of Tenant, Landlord shall promptly pay all of the costs and expenses of such compliance incurred (including the cost of new equipment and alteration of the Premises to accommodate the same) if the equipment or system converted or replaced serves only the Premises.

## **6.2 Landlord's Warranties and Representations:**

a. To Landlord's actual knowledge, without investigation or inquiry, Landlord warrants and represents that as of the date Tenant takes occupancy of the Premises, water, heat, electricity, telephone service, internet service, cable service, and sewer services are connected to the Premises and are accessible by Tenant.

b. Landlord is aware of Tenant's planned use and operations in the Premises and to Landlord's actual knowledge, without investigation or inquiry, Landlord is not aware of any restrictions that would materially interfere with Tenant's planned operations, including but not limited to exclusive rights to other tenants, recorded easements, covenants, conditions and restrictions or other matters of any kind.

c. To Landlord's actual knowledge, without investigation or inquiry, Landlord is not aware of any environmental concerns related to use of Hazardous Substances that, as that term is defined in Section 22.11.

### **6.3 Landlord's Obligations:**

Landlord will provide all of the following utilities and services:

- (a) Electricity and water for the Premises, as reasonably necessary for the uses permitted under this Lease, except to the extent those utilities are separately metered or submetered to the Premises;
- (b) Heat and air-conditioning as reasonably necessary for Tenant's comfortable use and occupancy of the Premises during normal business hours. The term "normal business hours" shall mean the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday, excluding legal holidays;
- (c) Unless the Premises are equipped with a water heater, hot water at those points of supply provided for the general use of Tenant and other tenants of the Building;
- (d) General janitorial and cleaning services for the Premises and Common Areas, five (5) days per week, Monday through Friday, excluding legal holidays;
- (e) Building-standard light bulb replacement in the Premises and Common Areas;
- (f) Elevator service during normal business hours, if the Building is equipped with elevator(s);
- (g) Exterior window cleaning, cleaning and snow and ice removal services for the parking areas and walk ways serving the Building, to the extent deemed necessary in Landlord's reasonable judgment; and
- (h) Normal maintenance and servicing of toilets, sinks and faucets located within the Premises; provided that Landlord shall not be responsible for any repair, maintenance or servicing required on account of misuse of any of the foregoing or the disposal of foreign materials or substances not intended to be disposed in toilets or sinks, all of which shall be the sole responsibility of Tenant.

## **7 - LICENSES AND TAXES**

### **7.1 Tenant's Obligation:**

Tenant shall be liable for, and shall pay throughout the Lease Term, all license and excise fees and all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments or otherwise charged or assessed based on Tenant's occupancy of the Premises or with respect to the personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on and from the Premises. If any governmental authority or unit under any present or future law effective at any time during the Lease Term hereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Premises or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of said property, such tax shall be paid by Tenant, either directly or through Landlord, and upon Tenant's default therein, Landlord shall have the same remedies as upon failure to pay Monthly Base Rent. It is understood and agreed, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord unless, and then only to the extent that, the net income tax is a substitute for taxes.



## **8 - ALTERATIONS**

### **8.1 Alterations by Tenant:**

Tenant shall not make any alterations, additions or improvements in or to the Premises including any penetration of the roof or roof membrane without the prior written consent of Landlord which consent shall be in Landlord's sole and absolute discretion and may be subject to such conditions as Landlord may deem appropriate. Subject to the remainder of this paragraph, all alterations, improvements, and additions to the Premises (as permitted by Landlord) shall be done only by Landlord or contractors or mechanics approved by Landlord, and shall be at Tenant's sole expense and at such times and in such manner as Landlord may approve. If Tenant shall make any alterations, improvements or additions to the Premises, Landlord may require Tenant, at the expiration of this Lease, to restore the Premises to substantially the same condition as existed at the commencement of the Lease Term. If Tenant fails to restore the Premises to Landlord's reasonable satisfaction, Landlord shall have the right to do so on Tenant's behalf and such costs incurred by Landlord shall be due from Tenant within thirty (30) days after Landlord's demand. Any mechanic's or materialman's lien which has been filed against the Premises or the Building arising out of work done for, or materials furnished to or on behalf of Tenant, its contractors or subcontractors shall be discharged, bonded over, or otherwise satisfied by Tenant within thirty (30) days after Tenant is notified of the lien. If Tenant fails to discharge, bond over, or otherwise satisfy any such lien, Landlord may do so at Tenant's expense, and the amount expended by Landlord, including reasonable attorneys' fees, shall be paid by Tenant within thirty (30) days following Tenant's receipt of a bill from Landlord.

In addition to any other requirements set forth in this Lease, in the event that Tenant makes any alterations affecting the Premises, prior to the commencement of such alterations, Tenant shall provide Landlord with evidence that Tenant carries Builder's All Risk insurance in an amount approved by Landlord covering the construction of such alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such alterations shall be insured by Tenant immediately upon completion thereof. In addition, Tenant's contractors and subcontractors shall be required to carry (i) Commercial General Liability Insurance in an amount approved by Landlord, with Landlord, and, at Landlord's option, Landlord's property manager and project manager, as additional insureds in an amount approved by Landlord, and otherwise in accordance with the requirements of this Lease, and (ii) workers compensation insurance with a waiver of subrogation in favor of Landlord. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such alterations and naming Landlord as a co-obligee.

### **8.2 Required Alterations:**

In the event that either Landlord or Tenant, during the Lease Term, shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance, to repair, alter, remove, reconstruct, or improve any part of the Premises, then Tenant shall make or Tenant shall be required to permit Landlord to perform such repairs, alterations, removals, reconstructions, or improvements without effect whatsoever to the obligations or covenants of Tenant herein contained, at Landlord's sole cost and expense, which expense shall be passed through as an Adjustment.

## **9 - MAINTENANCE OF PREMISES**

### **9.1 Maintenance and Repair by Tenant:**

Tenant shall maintain the Premises in good repair and condition and shall make all repairs and replacements and perform all maintenance necessary to keep the Premises in such condition, except to the extent such maintenance, repairs and replacements are to be provided by Landlord pursuant to Section 9.3.

All maintenance and repairs made by Tenant must comply with Landlord's sustainability practices, including any sustainability standards adopted for the Building (provided Tenant is given notice of same), as the same may change from time to time. In addition, Tenant shall promptly repair, in a good and workmanlike manner, any damage to the Premises or other part of the Building caused by any breach of this Lease to maintain the Premises, any misuse of the Premises or any part thereof, or any willful or negligent act or omission of Tenant, or of any employee, agent or invitee of Tenant. If Tenant fails to do so, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs, plus, if Tenant does not pay such cost within thirty (30) days of the date the repairs were made, interest at the Interest Rate (as defined in Section 22.20).

## **9.2 Failure to Maintain:**

If Tenant fails to keep and preserve the Premises as set forth above, Landlord may at its option, and upon reasonable advanced notice to Tenant, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, upon receipt of written statements from Landlord, Tenant shall pay the entire cost thereof as Additional Rent within thirty (30) days of Landlord's written demand. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so.

## **9.3 Repairs by Landlord:**

Landlord shall be responsible for keeping all lighting, heating and plumbing fixtures, sewer connections and any air conditioning system in good order, condition and repair (including damage from burglary or attempted burglary of the Premises). The costs of any such repairs or maintenance shall be paid by Landlord, which expense shall be passed through as an Adjustment. Landlord will contract for preventive maintenance checks, filter changes, repairs, replacement and service of the HVAC system serving the Premises, and pay for such maintenance, which expense shall be passed through as an Adjustment. Landlord shall keep the exterior walls, exterior doors and entrances, all windows, foundations, and structural portions of the Building in which the Premises are located in a good state of repair, and shall accomplish such repairs as may be needed promptly after receipt of written notice from Tenant and said repairs shall be at the sole cost of Landlord. Landlord shall replace the roof when Landlord determines in its sole discretion that such replacement is necessary, which expense shall be passed through as an Adjustment. Landlord shall, also, paint the exterior portion of the Premises as is needed, which expense shall be passed through as an Adjustment. Tenant shall immediately inform Landlord of any necessary repairs and (except in emergencies) Tenant shall make none of such repairs without Landlord's prior written consent. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Rent due and payable hereunder shall be equitably abated during any period in which there is a material interference with the operation of Tenant's business in the Premises requiring Tenant to cease operations for more than five (5) business days. Notwithstanding the foregoing, if there is a material interference with the operation of Tenant's business in the Premises occurring solely from Landlord's gross negligence or willful misconduct and requiring Tenant to cease operations for more than one (1) business day, Tenant shall immediately notify Landlord of such material interference in accordance with the requirements of this Lease; if Landlord has not remedied the material interference within one (1) business day after receipt of the aforementioned notice, then until such remedies are completed, Tenant's Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant due to the material interference commencing at the end of said 1-business day period until the Premises are tenantable. Notwithstanding the above, Landlord will use reasonable efforts to minimize interference or damage to Tenant, provided that: (i) such interference does not arise as a result of an act or omission of Tenant, its employees, agents, contractors or invitees; (ii) Tenant is unable to conduct its normal business operations in all or any material portion of the Premises as a result of such Landlord failure to repair; and (iii) Tenant does not receive insurance proceeds for offset or reimbursement of Rent as a result of such cessation.

## **10 - LIENS AND ENCUMBRANCES**

### **10.1 Liens:**

Tenant shall keep the Premises and the Building in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant or at the request of Tenant.

### **10.2 Encumbrances:**

Tenant shall not cause or suffer to be placed, filed or recorded against the title to the Premises, the Building of which the Premises is a part, the Building or any part thereof, any mortgage, deed of trust, security agreement, financing statement or other encumbrance.

## **11 - ASSIGNMENT, MORTGAGING AND SUBLETTING**

### **11.1 Assignment, Mortgaging, or Sublease:**

Neither Tenant, nor Tenant's legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent may be given or withheld in Landlord's sole and absolute discretion, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be voidable at the option of Landlord and, at the option of Landlord, shall terminate this Lease. The consent by Landlord to any assignment or subletting shall not be construed as relieving Tenant from obtaining the express prior written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued. Should Landlord permit any assignment or subletting by Tenant and should the moneys received as a result of such assignment or subletting (when compared to the moneys still payable by Tenant to Landlord) be greater than would have been received hereunder had not Landlord permitted such assignment or subletting, then the excess shall be payable by Tenant to Landlord, it being the parties' intention that Landlord, and not Tenant, shall be the party to receive any profit from any assignment or subletting. In the event of any assignment or subletting approved by Landlord, the assignee or sublessee shall assume all of Tenant's obligations under this Lease and shall be bound to comply with all the terms and provisions of this Lease and Tenant and such assignee or sublessee shall be jointly and severally liable for the performance of Tenant's covenants under this Lease.

## **12 - COMMON AREAS**

### **12.1 Tenant's Rights:**

Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the Lease Term, subject to the terms and conditions of the Rules and Regulations (as defined below) and any recorded easements, covenants, conditions and restrictions or other matters with respect thereto; provided, that anything herein to the contrary notwithstanding, nothing herein shall directly or indirectly create or give rise to any rights of or to the public in the Building or any part thereof.

### **12.2 Control of Common Areas by Landlord:**

Landlord shall at all times have the exclusive control and management of the Common Areas of the Building. For the purposes of this Lease, "Common Areas" or "Common Area" shall include but not be limited to all automobile parking areas, access roads, driveways, entrances, retaining walls and exits thereto, truck way or ways, package pick-up stations, pedestrian malls, courts, walkways, trails, parks, sidewalks and ramps, landscaped areas, exterior stairways, the roofs and exteriors of in-line buildings, and

other areas, improvements, facilities and special services as from time-to-time established, configured and/or modified by Landlord for the general use, in common, of tenants of the Building, and their officers, agents, employees and invitees.

### **12.3 Rules and Regulations:**

Tenant shall observe and faithfully comply strictly with the rules and regulations set forth on Exhibit "B" attached to this Lease (the "Rules and Regulations") and made a part hereof and such other rules and regulations that Landlord may from time to time promulgate and/or modify. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations of any other tenants or occupants or for the breach of any covenant or condition in any lease by any other tenant in the Building, but will apply the rules and regulations evenly and without discrimination and shall not unreasonably interfere with Tenant's planned operations in the Premises. By the signing of this Lease, Tenant acknowledges that Tenant has read and has agreed to comply with such Rules and Regulations.

## **13 - INSURANCE AND INDEMNITY**

### **13.1 Indemnification:**

(a) Landlord's Indemnity. Except as expressly provided in Section 2.3 of this Lease, Landlord, its assigns and successors in interest, agrees to indemnify and hold harmless Tenant, its employees, officers and agents (collectively, "Tenant Party") from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, arising from: any accident or occurrence occurring within the Building (except the Premises) or the Common Areas and facilities, arising out of the negligence or willful misconduct of Landlord, or of Landlord's agents, employees, contractors or invitees. Landlord shall and hereby does further indemnify and hold each Tenant Party harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any such claim, action or proceeding is brought against a Tenant Party, Landlord, upon notice from Tenant, shall defend same at Landlord's expense by counsel reasonably satisfactory to the affected Tenant Party.

(b) Tenant's Indemnity. Except as expressly provided in Section 2.3 of this Lease and as may be prohibited or limited by applicable law, Tenant shall indemnify and hold Landlord and its affiliates, successors, assigns, agents, contractors, and other representatives (each, a "Landlord Party") harmless from and against any and all claims, losses, costs, damages, liabilities, and expenses arising from: (a) any occurrence, accident or injury within the Premises; (b) Tenant's or Tenant's employees, agents, contractors, subtenants or licensee's use or occupancy of the Premises or the conduct or manner of Tenant's business or profession (including, but not limited to, any claims losses, costs, damages, liabilities, or expenses arising from or related to Tenant's leased or owned equipment or other property located in, on, or about the Premises or the Building); (c) any willful or negligent acts or omissions of Tenant, or of Tenant's agents, employees, contractors or invitees; or (d) Tenant's breach of or default under this Lease. Except as may be prohibited or limited by applicable law, Tenant shall further indemnify and hold each Landlord Party harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against a Landlord Party by reason of any such claim, Tenant upon notice from Landlord, shall defend same at Tenant's expense by counsel reasonably satisfactory to the affected Landlord Party. Nothing set forth herein shall waive or be construed as a waiver of the rights, privileges and immunities of Tenant pursuant to the Nevada Revised Statutes §§ 41.031 through 41.0337, as the same may be amended from time to time. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's negligence or intentional misconduct, and Tenant hereby waives all claims in respect thereof against Landlord. No Landlord Party shall be liable to any person or entity for any injury to person or damage to property actually

or allegedly caused by any act, omission, or neglect of a Tenant Party or an invitee or licensee of Tenant or by Tenant's breach of this Lease.

### 13.2 Insurance:

Tenant is self-insured and is subject to the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Tenant has not waived and intends to assert all available NRS Chapter 41 liability limitations in all cases and does not waive any defense or right to indemnification that may exist in law or equity to Tenant, provided that the same does not thereby decrease the insurance coverage or limits as set forth herein:

(a) Comprehensive general public liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming Landlord its property manager and such other parties as Landlord, may reasonably require, as additional insureds using form CG 20 11 01 96 or its equivalent with such coverage being primary and non-contributory to any such insurance maintained by such additional insured parties;

(b) Property insurance insuring Tenant against loss or damage to its equipment and other personal property in the Premises by fire and all other casualties usually covered under an "all risk" policy of property insurance; and

(c) Workers' compensation insurance to the extent required under applicable law.

## 14 - EMINENT DOMAIN

If the Building, the Premises or a material part of either shall be taken by any authorized entity by eminent domain or by negotiated purchase under threat thereof, so that the Premises shall become totally untenable, this Lease shall terminate as of the earlier of the date when title or possession thereof is acquired or taken by the condemning authority and all rights of Tenant in this Lease shall immediately cease and terminate. If a part of the Building or a portion of the Premises shall be taken such that the Premises becomes only partially untenable, Base Rent shall be proportionately abated. All compensation awarded for any taking (or the proceeds of negotiated sale under threat thereof) whether for the whole or a part of the Building or the Premises, shall be the property of Landlord, whether such proceeds or award is compensation for loss or damage to Landlord's or Tenant's property or their respective interests in the Premises, the Tenant hereby assigns all of its interest in any such award to Landlord. However, nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any separate award expressly made to Tenant for: (a) the taking of personal property and fixtures belonging to Tenant; (b) the interruption of or damage to Tenant's business or profession; (c) the cost of relocation expenses incurred by Tenant; and (d) Tenant's unamortized cost of leasehold improvements; provided that the making of any such award to Tenant shall not reduce or diminish Landlord's award relating to such condemnation. Landlord may without any obligation or liability to Tenant stipulate with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall then be deemed the date agreed to under the terms of said agreement or stipulation.

## 15 - DEFAULT BY TENANT

### 15.1 Default by Tenant:

#### a. Tenant Default

Tenant shall be in default of this Lease if (1) Tenant fails to timely make any payment of Rent or any other sum due from Tenant hereunder as and when due, or (2) Tenant fails to fulfill or perform any other term, covenant, condition, provision or agreement of this Lease if such failure continues to exist after thirty (30) days written notice thereof given by Landlord to Tenant, unless Landlord determines in its reasonable discretion that such failure creates an emergency situation in which case Tenant must cure such failure immediately upon five (5) days written notification by Landlord, or (3) the Premises become vacant or abandoned, or (4) Tenant shall cease to occupy the Premises or shall remove substantially all of Tenant's fixtures or furniture therefrom, or (5) Tenant assigns or otherwise transfers substantially all of the assets used in the business conducted in the Premises and Landlord has not provided written consent, which shall not be unreasonably withheld, of a transfer of this Lease, or (6) a violation of the terms of Section 5, Section 11, Section 20, or Section 22.11 of this Lease, or (7) a failure to provide any declaration, document or instrument required pursuant to this Lease within the time period set forth in such Section, or (8) the making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant or such guarantor of a petition to have Tenant adjudged bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

**b. Landlord Rights and Remedies**

In the event an event of default occurs on the part of Tenant as set forth in Section 15.1(a) ("Event of Default"), subject to Tenant's budgetary limitations set forth in Section 1.1(v), Landlord may exercise one or more of the following described remedies, in addition to all other rights and remedies available at law or in equity, whether or not stated in this Lease. Notwithstanding anything in this Lease to the contrary, if Tenant is unable resolve any event of default, including without limitation, the payment of any amounts due to Landlord under this Section 15.1(b) of the Lease, the Lease shall be terminated and Tenant shall pay to Landlord the applicable Termination Fee.

(i) Upon the occurrence of an event of default on Tenant's part as set forth in Section 15.1(a), Landlord may continue this Lease in full force and effect and shall have the right to collect Rent when due, and Landlord may re-enter the Premises with or without legal process and relet them, or any part of them, to third parties for Tenant's account, and Tenant hereby expressly waives any and all claims for damages by reason of such re-entry, as well as any and all claims for damages by reason of any distress warrants or proceedings by way of sequestration which Landlord may employ to recover said rents. Landlord shall be responsible for mitigation of damages due Landlord for violation of this Lease to the full extent that Landlord is required to mitigate damages under the then current law of the State where the Building is located. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, attorneys' fees and costs and like costs. Reletting can be for a period shorter or longer than the remaining Lease Term, and in no event shall Landlord be under any obligation to relet the Premises. On the dates such rent is due, Tenant shall pay to Landlord a sum equal to the Rent due under this Lease, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate the Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate the Lease.

(ii) At any time after the occurrence of an event of default by Tenant as described in Section 15.1(a), Landlord may terminate Tenant's right to possess the Premises without terminating the Lease. Upon termination of Tenant's right to possess, Landlord shall have the right to collect an amount equal to: all expenses incurred by Landlord in recovering possession of the Premises, including, but not

limited to, reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new tenant; all unreimbursed tenant improvement costs related to the Lease; all past due Rent which is unpaid, plus interest thereon at the Interest Rate (as defined in Section 22.20); and the amount of Rent that would have been due for the remainder of the Lease Term if the Tenant's possession of the Premises continued until the expiration of the Lease Term.

(iii) At any time after the occurrence of an event of default by Tenant as described in Section 15.1(a), Landlord may terminate this Lease. Upon termination, Landlord shall have the right to collect an amount equal to: all expenses incurred by Landlord in recovering possession of the Premises, including, but not limited to, reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new tenant; all unreimbursed tenant improvement costs related to the Lease; all past due Rent which is unpaid, plus interest thereon at the Interest Rate; and the amount of Rent that would have been due for the remainder of the Lease Term if the Lease had continued until the expiration of the Lease Term.

(iv) As allowable under Nevada law, in the event Landlord engages third parties to collect amounts owed by Tenant or to cure any non-monetary defaults by Tenant, any and all fees charged by such third parties, including, but not limited to, attorneys' fees, collection agency fees, court or legal costs and other expenses incurred shall be due and payable by Tenant to Landlord.

Should any of the remedies set forth in this Section 15.1(b) not be permitted by the laws of the state in which the Building is located, then such remedy shall be considered deleted and unenforceable, and the remaining remedies shall remain in full force and effect. Landlord may avail itself of these as well as any other remedies or damages allowed by law, including, but not limited to, a statutory landlord's lien on personal property in the Premises where applicable and available. All rights, options and remedies of Landlord provided herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another. Notwithstanding anything in the Lease to the contrary, to the extent required by applicable law, Landlord shall use commercially reasonable efforts to mitigate damages incurred by Tenant's default.

## **16 - DEFAULT BY LANDLORD**

### **16.1 Default by Landlord:**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises and/or Building whose name and address shall have theretofore been furnished to Tenant in writing in accordance with this Lease. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until any such mortgagees and/or deed of trust holders have been provided an opportunity to cure as set forth below. Should Landlord be considered in default, Tenant may, as its sole remedy for such default, bring an action for specific performance, damages, or both.

## **17 - DAMAGE OR DESTRUCTION**

Excepting Tenant's indemnity obligations under this Lease, if the Premises are damaged by fire or other casualty (collectively "**Casualty**"), the damage shall be repaired by and at the expense of Landlord, unless such damage arises from circumstances addressed in Section 13.1(b), provided such repairs can, in Landlord's opinion, be made within one hundred eighty (180) days after the occurrence of such Casualty without the payment of overtime or other premiums. If such repairs cannot, in Landlord's opinion, be made within one hundred eighty (180) days, Landlord may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect. Landlord's election to make such repairs must be evidenced by written notice to Tenant within sixty (60) days after the occurrence of the damage. If Landlord does not so elect to make such repairs which cannot be made within one hundred eighty (180) days, then either party may, by written notice to the other, cancel this Lease as of the date of the Casualty. In the event Landlord makes such repairs, then until such repairs are completed, the Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of Tenant's practice of medicine. However, there shall be no abatement of Rent if the Casualty is due to the negligent acts or omissions of Tenant or Tenant's employees, contractors or invitees. A total destruction of the Building in which the Premises are located shall automatically terminate this Lease. Notwithstanding anything herein to the contrary, in no event shall Landlord be required to rebuild, repair or replace any part of partitions, fixtures, additions and other improvements which may have been placed in or about the Premises. If this Lease is not terminated pursuant hereto, Tenant shall promptly repair and restore any such partitions, fixtures, additions or other improvements that Tenant is required to construct, place or install in, on or about the Premises pursuant hereto.

## **18 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION**

### **18.1 Subordination - Notice to Mortgagee:**

This Lease shall be subordinate to any existing or future mortgages, deeds of trust, and/or security documents on or encumbering the portion of the Building owned by Landlord or on the leasehold interest held by Landlord and to any extensions, renewals, or replacements thereof. This clause shall be self-operating and no further instrument of subordination shall be required. Notwithstanding the foregoing, at the written request of Landlord at any time and from time to time and at no charge to Landlord, Tenant shall within ten (10) days thereafter execute, acknowledge and deliver all instruments which may be required as evidence of such subordination and attornment provided that the mortgagee or beneficiary, as the case may be, shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default at such time. Tenant covenants and agrees to attorn to any successor to Landlord's interest in this Lease, and in that event, this Lease shall continue as a direct lease between Tenant herein and such landlord or its successor. In any case, such Landlord or successor shall not be bound by any prepayment on the part of Tenant of any rent for more than one month in advance, so that Rent shall be payable under this Lease in accordance with its terms, from the date of the termination or assignment of the Lease, as if such prepayment had not been made. In addition, the beneficiary of any deed of trust shall not be bound by any amendment or modification of this Lease made without the express written consent of the beneficiary under such deed of trust if such consent is required thereunder.

### **18.2 Tenant's Certificate:**

Tenant shall at any time and from time to time and at no charge to Landlord, upon not less than ten (10) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a Tenant Estoppel Letter in the form attached hereto as Exhibit "D," or on a form as otherwise required by Landlord or its lender.

### **18.3 Mortgagee Protection Clause:**



Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated if such remedies are being so diligently pursued.

## **19 - ACCESS BY LANDLORD**

### **19.1 Right of Entry:**

Landlord or Landlord's employees, agents and/or contractors shall have the right to enter the Premises at any reasonable time with 48-hour advance notice to examine the same, and to show them to prospective purchasers or tenants of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable; however, Landlord shall not have access nor right of entry at any time to any of Tenant's patient examination rooms, without the approval of Tenant, which approval shall not be unreasonably withheld except in the event a patient is occupying said examination room. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its agents may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the Premises or Building of which the Premises is a part except as otherwise specifically provided for herein. No additional locks, other devices or systems which would restrict access to the Premises shall be placed upon any doors without the prior consent of Landlord; provided however, Landlord agrees that Tenant may lock and deny access to areas of the Premises that contain Protected Health Information ("PHI"), at that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated regulations, as amended from time to time. Landlord's consent to installation of anti-crime warning devices or security systems shall not be unreasonably withheld provided Landlord shall not be required to give such consent unless Tenant provides Landlord with a means of access to the Premises for emergency and routine maintenance purposes.

## **20 - SURRENDER OR ABANDONMENT OF PREMISES**

### **20.1 Surrender of Possession:**

Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease in as good condition and repair as at the Lease Commencement Date, reasonable wear and tear excepted, and will leave the Premises broom-clean. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Premises for one hundred eighty (180) days prior to the expiration or prior termination of this Lease.

### **20.2 Holding Over:**

Any holding over by Tenant with the consent of Landlord after the expiration or termination of the Lease hereof shall be construed to be a tenancy at will on all of the terms and conditions set forth herein, to the extent not inconsistent with a tenancy at will; provided, that the Rent for such hold-over period shall be an amount equal to one hundred twenty-five percent (125%) of the Rent amount in effect immediately prior to the expiration of this Lease. Acceptance by Landlord of Rent after such expiration or earlier termination shall not constitute consent to a holdover hereunder or result in an extension of this Lease.

Notwithstanding anything in this Lease to the contrary, Landlord shall have the right to terminate the Lease during any holding over by Tenant upon thirty (30) days written notice.

## **21 - QUIET ENJOYMENT**

### **21.1 Landlord's Covenant:**

Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, shall have and quietly enjoy the Premises for the Lease Term without disturbance by Landlord or any party claiming by or through Landlord.

## **22 - MISCELLANEOUS**

### **22.1 Successors or Assigns:**

All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants, sublessee, concessionaires, assigns and marital communities, if any, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

### **22.2 Tenant Defined:**

The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as a Tenant herein or who executes this Lease as Tenant.

### **22.3 Broker's Commission; Agency Disclosure:**

Each party hereby represents and warrants to the other than as set forth in Section 1.1(s), no other real estate broker's, salesman's or finder's fees, commissions or other compensations are due, or will arise, by reason of this transaction. Each party hereby indemnifies and holds the other harmless from and against any such fees, commissions and/or compensation that are due or claimed to be due, by reason of this transaction and arise, or are claimed to arise, by reason of its acts or an agreement with any other broker, salesman, finder, person or entity.

### **22.4 Partial Invalidity:**

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

### **22.5 Recording:**

Tenant shall not record or file this Lease or any form of Memorandum of Lease, or any assignment or security document pertaining to this Lease or all or any part of Tenant's interest therein without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord shall deem appropriate.

### **22.6 Notices:**

Any notices required in accordance with any of the provisions herein or desired to be given hereunder, if to Landlord shall be delivered personally, sent by facsimile transmittal, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to the address of Landlord as set forth in Section 1 or at such other place as Landlord may in writing from time to time direct to Tenant, and if to Tenant shall be delivered personally, sent by facsimile transmittal, sent by overnight

courier such as Federal Express, or mailed by registered or certified mail and addressed to Tenant at the Premises. If there is more than one Tenant, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. Notices shall be deemed given when delivered, if delivered personally, upon receipt of a confirmation by the sender of a successful facsimile transmittal, one (1) day after deposit with an overnight courier, or three (3) business days after deposit in the United States mail as set forth above.

**22.7 Marginal Headings:**

The marginal headings and article titles to the Sections and Subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

**22.8 Time:**

Time is of the essence of this Lease.

**22.9 Choice of Law/Venue:**

This Lease shall be governed by the laws of Nevada. Venue shall be commenced solely in competent courts located in Clark County, Nevada.

**22.10 Tenant and Tenant's Employees Parking:**

Landlord may from time to time establish designated parking areas. Subject to approval by Tenant, Tenant and Tenant's agents and employees shall park only in those areas designated by Landlord or Landlord's agents, as set forth in Section 1.1(w).

**22.11 Hazardous Substances:**

**a. Presence and Use of Hazardous Substances.**

Tenant shall not, without Landlord's prior written consent, keep (or allow to be kept) on or around the Premises, Common Areas or Building, for use, handling, transport, disposal, treatment, generation, storage, preparation, manufacture, refine, process or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic, harmful, medical or infectious (collectively referred to as "Hazardous Substances"), and/or is subject to regulation by any federal, state or local law, regulation, statute, or ordinance ("Legal Requirements"). "Hazardous Material" does not include any medical waste or de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements. To Landlord's knowledge only, without the benefit of any due diligence, Landlord warrants and represents that no "Hazardous Materials" are present on the Premises in violation of applicable law as of the date hereof; notwithstanding the foregoing, Tenant acknowledges and agrees that Tenant has been in possession of the Premises since March 3, 2014 and the foregoing representation and warranty made by Landlord herein shall expressly exclude the presence of any Hazardous Materials that may exist on the Premises caused, introduced, disturbed, or released by or through Tenant. With respect to any such Hazardous Substance, Tenant shall:

(1) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

(2) Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

(3) Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;

(4) Allow Landlord or Landlord's agent, representative or consultant to come on the Premises at all times to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances and to assess the environmental condition of the Premises, including, but not limited to, the imposition of an environmental audit;

(5) Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

(6) Comply with all present and future applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

b. Survival

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

**22.12 Intentionally omitted.**

**22.13 Non-Discrimination Clause:**

Tenant herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall Tenant himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessee, subtenants, or vendees in the land herein leased.

**22.14 Voluntary Programs:**

It is understood and agreed that from time to time Landlord may institute certain programs for the Building which Landlord believes will be in the best interest of the Building and the tenants. Such programs shall include, but shall not be limited to a recycling program. Tenant agrees to promptly comply with and carry out its obligations under such programs as the same may exist from time to time.

**22.15 Prior Agreements:**

THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AND ANY AND ALL ORAL AND WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES, PROMISES AND STATEMENTS OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS AND BROKERS WITH RESPECT TO THE SUBJECT MATTER OF THIS LEASE AND ANY MATTER COVERED OR MENTIONED IN THIS LEASE SHALL BE MERGED IN THIS LEASE AND NO SUCH PRIOR ORAL OR WRITTEN AGREEMENT, UNDERSTANDING, REPRESENTATION, WARRANTY, PROMISE OR STATEMENT SHALL BE EFFECTIVE OR BINDING FOR ANY REASON OR PURPOSE UNLESS SPECIFICALLY SET FORTH IN THIS LEASE. NO PROVISION OF THIS LEASE MAY BE AMENDED OR ADDED TO EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY THE PARTIES HERETO OR THEIR RESPECTIVE SUCCESSORS IN INTEREST. THIS LEASE SHALL NOT BE EFFECTIVE OR BINDING ON ANY PARTY UNTIL FULLY EXECUTED BY BOTH PARTIES HERETO.

**22.16 Acceptance and Date of Lease:**

a. Acceptance

The submission of this Lease to Tenant does not constitute an offer to lease. This Lease shall become effective only upon the execution and delivery thereof by both Landlord and Tenant. Landlord shall have no liability or obligation to Tenant by reason of Landlord's rejection of this Lease or a failure to execute, acknowledge and deliver the same to Tenant.

b. Date of Lease

The date of this Lease shall be the date of acceptance hereof by Landlord as set forth in Section 1.1(a).

**22.17 Attorneys' Fees:**

In the event that suit is brought or an attorney is engaged by either party against the other for a breach or default under the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, which sum shall be fixed by the court.

**22.18 Waiver of Subrogation:**

Landlord and Tenant hereby mutually waive any and all rights of recovery against one another and each other's agents and employees, for (i) real or personal property loss or damage occurring to the Premises or to the Building or any part thereof or any personal property located therein from perils which are able to be insured against in standard fire and extended coverage, vandalism and malicious mischief and sprinkler leakage insurance contracts (commonly referred to as "All Risk") and (ii) any loss relating to business interruption at the Premises, whether or not such insurance is actually carried. The foregoing releases shall be applicable even though the loss or damage may have been caused by the negligence of the party hereby released (or that party's agents or employees), it being understood that each party shall look solely to its own insurance (or self-insurance) in the event of any such loss or damage. If either party's insurance policies do not permit this waiver of subrogation, then such party will obtain such a waiver from its insurer at its sole expense.

**22.19 Waiver:**

No waiver by Landlord or Tenant of any breach or default of any term, agreement, covenant or condition of this Lease shall be deemed to be a waiver of any other term, agreement, covenant or condition hereof or of any subsequent breach by Landlord or Tenant of the same or any other term, agreement, covenant or condition. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. The subsequent acceptance of any Rent, in whole or in part, shall not be deemed a waiver of any preceding breach by Tenant of any agreement, covenant or obligation of Tenant or any other term or condition of this Lease. No delay in billing or any failure to bill Tenant for any Rent, nor any inaccurate billing of Rent shall constitute a waiver by Landlord of its right to collect and to enforce Tenant's obligation to pay the full amount of Rent due and payable under this Lease, as the same may be adjusted or increased from time to time. For the avoidance of doubt, all waivers shall be in writing and signed by the waiving party.

**22.20 Late Charge:**

If any monthly installment of Monthly Base Rent or Tenant's Pro Rata Share of Excess Adjustments or any payment of Additional Rent is not paid within ten (10) days after such installment or payment is due and payable (the "Late Payment Date"), Tenant shall, upon demand, pay Landlord a late charge of five percent (5%) of the amount of such installment or payment (or, if less, a charge in the maximum amount permitted under applicable law). In addition, if any such past due installment of Monthly Base Rent or Tenant's Pro Rata Share of Excess Adjustments or payment of Additional Rent is not paid within the thirty (30) day period following the Late Payment Date or within any subsequent thirty (30) day period, such past due installment or payment shall, at Landlord's discretion, be subject to an additional late charge in the same amount for each such thirty (30) day period until paid. Such late charge is to defray the administrative costs and inconvenience and other expenses which Landlord will incur on account of such delinquency. Any amounts payable to Landlord under this Lease, if not paid in full on or before the due date thereof, shall, at Landlord's discretion, bear interest on the unpaid balance at the rate of interest (the "Interest Rate") equal to the prime rate of interest as published by The Wall Street Journal from time to time, plus four percent (4%) per annum (or, if lower, the maximum rate permitted under applicable law), with each change in such prime rate being effective on the date such change is published; notwithstanding the foregoing, no late charge may exceed ten percent (10%) of the total amount due under the Lease.

#### **22.21 Representation of Signatory Authority:**

Each person signing this Lease represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Lease.

#### **22.22 Survival:**

All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term hereof, including without limitation all payment, restoration and indemnification obligations.

#### **22.23 Force Majeure:**

Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises, national or regional emergency), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "Force Majeure"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. 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. Notwithstanding anything to the contrary in this Lease, no event of Force Majeure shall (i) excuse Tenant's obligations to pay Rent and other charges due pursuant to this Lease, (ii) be grounds for Tenant to abate any portion of Rent due pursuant to this Lease, or entitle either party to terminate this Lease, except as allowed pursuant to this Lease, (iii) excuse any of Tenant's obligations under of this Lease, except as otherwise identified herein, or (iv) extend the occurrence of the Lease Commencement Date.

#### **22.24 Confidentiality:**

Landlord acknowledges that Tenant is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its documents and records are available for copying and inspection by the public. If Tenant receives a request for the disclosure of any information related to this Lease that Landlord has claimed to be confidential and proprietary (each such request, a "Disclosure Request"), Tenant will immediately notify Landlord of such request, and Landlord shall immediately notify Tenant of its intention to seek injunctive relief in a Nevada court for a protective order. Notwithstanding the foregoing, if Landlord does not seek a protective order related to any such Disclosure Request, Tenant shall, to the extent possible, limit its disclosure to the explicit scope of the Disclosure Request.

#### **22.25 No Terrorist Affiliation:**

Tenant represents, warrants, and covenants that (i) it and its principals are not acting, and will not act, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) Tenant and its principals are not engaged, and will not engage, in this transaction, directly or indirectly, on behalf of, or instigating or facilitating, and will not instigate or facilitate, this transaction, directly or indirectly, on behalf of, any such person, group, entity, or nation. Tenant agrees to indemnify, defend, and hold harmless each Landlord Party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing representation, warranty and covenant. The breach of this representation, warranty and covenant by Tenant shall be grounds for immediate termination of this Lease by Landlord, in addition to and not in lieu of any other remedies to which Landlord may be entitled.

#### **22.26 WAIVER OF JURY TRIAL:**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS LEASE (INCLUDING ANY EXHIBITS, SCHEDULES, AND RELATED DOCUMENTS AND APPENDICES), THE RELATIONSHIP OF LANDLORD AND TENANT, THE TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY RELATED TRANSACTION, OR ANY SUMMARY PROCESS, EVICTION, OR OTHER STATUTORY OR CONTRACTUAL REMEDY WITH RESPECT THERETO. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND THAT IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY. EACH PARTY HAS BEEN REPRESENTED BY, AND HAS RECEIVED THE ADVICE OF, LEGAL COUNSEL WITH RESPECT TO THIS WAIVER, OR HAS HAD AN ADEQUATE OPPORTUNITY TO SEEK SUCH LEGAL COUNSEL REPRESENTATION AND ADVICE.**

#### **22.27 Counterparts and Electronic Signature:**

This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease. The counterparts of this Lease and all ancillary documents (if any) 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.

## 22.28 **Entity Signature:**

If Tenant signs as an entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant is duly organized and validly existing, that Tenant has and is qualified to do business in Nevada, that the Tenant has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions.

## **23 - SUSTAINABILITY**

23.1 **Information.** Tenant shall provide Landlord, from time to time upon Landlord's request, with such information about the Premises as may be in Tenant's possession or of its employees, architects, engineers, vendors, agents, contractors, or other representatives as may be applicable to determining or maintaining the sustainability of the Building and/or the Premises. This information may include, without limitation, information provided to the U.S. Green Building Council or the Green Building Initiative, or their affiliates, or any comparable third-party certification agencies now or hereafter in existence, to substantiate any third-party rating. To minimize the Building's carbon footprint by conserving energy, Tenant shall (upon Landlord's written request) use proven energy efficiency and carbon reduction measures in the Premises, which measures may include without limitation using energy efficient light bulbs in task lighting, using daylighting measures to avoid overlighting interior spaces, using automatic dimmer switches and motion detectors on lighting fixtures when feasible, closing window shades that face the sun, turning off lights and equipment when feasible at the end of the work day, and purchasing ENERGY STAR qualified equipment when such equipment is commercially available.

23.2 **Cooperation Regarding Standards and Accreditations.** Landlord may, from time to time, decide to develop, maintain and/or operate the Building in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency or other comparable goals, including without limitation Third Party Sustainability Standards. Should Landlord notify Tenant of such a decision, Tenant shall cooperate with Landlord's efforts in that regard. Tenant's cooperation shall include, without limitation, providing Landlord with information within fourteen (14) days after a request is made about Tenant's occupancy as may be required by any such third-party agency, such as staffing levels, hours of operation, utility usage, commuting patterns (to the extent reasonably determinable), cleaning methods, build-out materials and techniques, furniture, fixtures and equipment inventories, and other purchasing information.

23.3 **Regulatory Controls.** Tenant agrees to comply with all mandatory and voluntary energy, water or other conservation controls or requirements applicable to the Building issued by the federal, state, county, municipal or other applicable governments, or any public utility or insurance carrier including, without limitation, controls on the permitted range of temperature settings in office buildings or requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance by Landlord or the Building with such controls or requirements shall be suspended for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement or reduction of any Rent payable hereunder.

23.4 **Greenhouse Gas Testing.** Landlord shall be entitled at any time and from time to time to undertake greenhouse gas production monitoring and testing, including testing within the Premises on reasonable notice to Tenant.



23.5 Occupancy Sensors. Within sixty (60) days of Landlord's written request, Tenant shall install occupancy sensors on all light fixtures so that they automatically switch off when an area is unoccupied. Such sensors may be installed with manual overrides for areas that are normally occupied, such as individual offices and conference rooms.

23.6 Janitorial. Should Landlord authorize Tenant to undertake its own cleaning of the Premises, Tenant shall adopt a low environmental impact cleaning policy and shall use only cleaning equipment and products that reduces impacts on indoor air quality, including, by way of example and not limitation, sustainable cleaning chemicals that meet the Green Seal GS-37 or the U.S. Environmental Protection Agency's Design for the Environment standards, micro-fiber wipes, dust cloths and dust mops in place of paper wipes, paper products that contain at least 30 percent recycled content and which are recyclable, chemicals that are durable, slip resistant and free of zinc (metal-free) and compliant with the Green Seal GS-40 Standard and/or CCD-147, and carpet care products meeting the requirements of the Green Seal GS-37 Standard and/or CCD-148. Tenant shall provide to Landlord, upon written request, documentation that this policy has been followed, showing specifications for chemicals used, dates and activities associated with cleaning maintenance, and dates and outline of cleaning worker training. If Landlord so requests, Tenant shall ensure that (i) any cleaning contracts entered into by it require the cleaning contractor to comply with elements of any environmental management plan adopted by Landlord and (ii) the cleaning contractor properly understands and is trained in the maintenance of specialized green facilities.

23.7 Electrical Power. Upon providing Tenant with prior notice, Landlord shall be entitled at any time or from time to time to acquire all or part of the electrical power for the Building from sources with low greenhouse gas emissions. Subject to and as limited by the annual maximum amount of Tenant's Proportionate Share of Excess Adjustments outlined in Section 1.1(l), any incremental cost in so doing above the cost of obtaining conventionally-generated electricity shall be included in the Adjustments.

23.8 Green Roof; Solar Panels. Upon providing Tenant with prior notice, Landlord may, at any time and from time to time, install and maintain a vegetated green roof or solar panels on the roof of on the Building (collectively the "**Green Roof**"). Subject to and as limited by the annual maximum amount of Tenant's Proportionate Share of Excess Adjustments outlined in Section 1.1(l), the cost of installation shall be borne by Landlord but the amortized cost may be included in the Adjustments to the extent that the Green Roof reduces the Building's energy costs, and the cost of maintaining such a green roof shall be an Adjustment.

23.9 Water. Tenant acknowledges and agrees that Landlord may require the use of treated recycled or treated natural water in washrooms and in other applications where potable water usage is not required. Tenant acknowledges that the Landlord may implement rainwater collection, treatment and reuse methods, natural plantings and other methods of reducing water usage, including without limitation the use of water-saving appliances, such as waterless urinals.

23.10 Carbon Offset Credits. Any carbon offset credits, renewable energy credits, tradable renewable credits, energy saving certificates, rebates, incentives, offsets, allowances and other similar entitlements, now or hereafter existing ("**Carbon Offset Credit**") received by the Building or by Landlord and applicable to the Building shall belong to Landlord except to the extent, if any, to which (i) Tenant may be entitled to them under applicable law, in which event Tenant shall be entitled to the Carbon Offset Credit to the extent required by law, (ii) the same arise directly from any action or activity undertaken by Tenant itself in the Premises that result in decreased consumption of natural resources by the Building or the avoidance of environmental impacts on air, soil or water, or (iii) Tenant may have paid as an Adjustment or contributed to a cost or program that obtained the Carbon Offset Credit and Tenant is not compensated under preceding clause (i) of this subsection, in which event Tenant shall be entitled to an equitable share, as determined by

Landlord in its reasonable discretion, after first netting out the costs of participating in the carbon reduction program and/or of obtaining the credit.

23.11 Green Purchasing. Upon Landlord's written request, Tenant shall adopt and implement an environmentally preferable purchasing policy in accordance with then-current LEED-EB:O&M standards. In such event, in addition to complying with the purchasing policy established by LEED-EB:O&M for materials acquired for the Premises, Tenant shall also maintain records sufficient to substantiate compliance and provide such records to Landlord upon request.

## **24 - RIGHT OF FIRST OFFER**

Tenant shall have a right of first offer to purchase the Building on such terms as the Building would be offered or marketed for sale by Landlord to third parties; provided, however, that such right of first offer shall be subject to any existing rights of other tenants in the Building. Nothing herein shall be deemed to limit or prevent Landlord from marketing, discussing or negotiating with any other party for the sale of the Building, but before Landlord makes any written proposal to any other party for the sale of the Building, or contemporaneously with making any such proposal, Landlord shall give Tenant notice ("Landlord's Notice") that the Building is then available for purchase or of the date Landlord estimates the Building will be available, setting forth the proposed material terms of such sale, including the purchase price, closing date, and any other relevant conditions (the "Offer Terms").

Tenant shall have five (5) business days after Landlord gives Landlord's Notice (the "Election Notice Period") in which to give Landlord written notice ("Election Notice") of Tenant's election to exercise this right of first offer to purchase the Building in accordance with the Offer Terms. In the event Tenant duly and timely delivers its Election Notice to Landlord, Landlord and Tenant shall engage upon such terms as set forth in Landlord's Notice and as may be otherwise agreed upon by Landlord and Tenant.

If Tenant either fails or elects not to exercise its right of first offer to purchase the Building upon the terms and conditions covered by Landlord's Notice by not giving its Election Notice within the Election Notice Period, or if Tenant gives Tenant's Election Notice but does not agree to the Offer Terms, then in any such event Tenant's right of first offer shall be null and void and at any time thereafter Landlord shall be free to sell the Building to any third party on any terms and conditions.

[Signature Page to Follow]

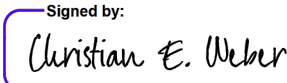
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above set forth.

LANDLORD:

TENANT:

AHP of Nevada, Inc.,  
a Delaware limited liability company

UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA

Signed by:  
  
By: Christian E. Weber  
Christian E. Weber  
Vice President

By: \_\_\_\_\_  
Mason Van Houweling, CEO

## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL PROPERTY

That Portion of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 32, Township 20South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

COMMENCING AT the Southeast (SE) Corner of said Section 32;

THENCE North 0°17'17" West, along the East Line of said Section 32, a distance of 354.41 feet to the Northeast (NE) Corner of that Parcel of Land vested in the City of Las Vegas by Final Order of Condemnation (Parcel 2) recorded November 12, 1948 as Document No. 238371, Clark County, Nevada Records;

THENCE South 30°49'37" West, 77.41 feet to a Point in the West Right of Way Line of Tonopah Drive, being the most Easterly Point in the Boundary of that certain Parcel of Land conveyed to First Western Savings and Loan Association to the City of Las Vegas by Quitclaim Deed recorded May 18, 1970 as Document No. 26266, Clark County Records, said Point being THE POINT OF BEGINNING;

THENCE from a Tangent which bears South 001°17' East, turning Right along the Arc of a 20.00 foot Radius Curve, Concave Northwesterly and subtending a Central Angle of 124°09'17", a distance of 43.34 feet to lite Point of Tangency of a Compound Curve through which a Radial Line bears North 33°52'00" East;

THENCE Northwesterly and Right along the Arc of said Curve having a Radius of 1,699.72 and subtending a Central Angle of 11°28'16", a distance of 340.30 feet;

THENCE North 44°39'44" West 215.52 feet to a Radial Line from the P line (original Centerline of Rancho Road - 150.00 feet wide);

THENCE North 53°33'46" East, along said Radial Line 30.64 feet to a Point in the North Line of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 32 and the most Westerly Corner of the Parcel of Land conveyed by First Title Insurance Company to First Western Savings and Loan Association by Trustees Deed Upon Sale recorded August 31, 1966 by Document No. 596313;

THENCE continuing North 53°33'46" East, along the last mentioned Radial Line 275.00 feet to the most Northerly Corner of the Parcel of Land conveyed to Janel Realty Corporation by Deed recorded October 14, 1953 as Document No. 416021, said County Records;

THENCE North 59°47'21" East, 75.94 feet to the Southwest (SW) Corner of the Parcel of Land conveyed to First Western Savings and Loan Association by Frank H. Rogers by Quitclaim Deed recorded July 30, 1969 as Document No. 775648, said County Records;

THENCE North 0°17'17" West, 60.00 feet to the Northwest (NW) Corner of said last mentioned Parcel of Land;

THENCE North 89°52'43" East, along the North Line of said Parcel 130.00 feet to the West Right of Way Line of Tonopah Drive;

THENCE South 0°17'17" East, along said Right of Way Line 633.17 feet to THE POINT OF BEGINNING.

## EXHIBIT "B"

### RULES AND REGULATIONS

1. **CONDUCT.** Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.

2. **HALLWAYS AND STAIRWAYS.** Tenant shall not obstruct or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrance, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.

3. **NUISANCES.** Tenant shall not make or permit any noise, vibration, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon.

4. **MUSICAL INSTRUMENTS, ETC.** Tenant shall not install or operate any phonograph, musical instrument, radio receiver or similar device in the Building in such manner as to disturb or annoy other tenants of the Building or the neighborhood. Tenant shall not install any antennae, aerial wires or other equipment outside the Building without the prior written approval of Landlord.

5. **LOCKS.** With the exception of Tenant's pharmaceuticals locker or storage facility, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises and toilet rooms either furnished to or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

6. **OBSTRUCTING LIGHT, DAMAGE.** The sash doors, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

7. **WIRING.** Electrical wiring of every kind shall be introduced and connected only as directed by Landlord, and no boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.

8. **EQUIPMENT, MOVING, FURNITURE, ETC.** Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving which must be done under the supervision of Landlord. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant. All equipment shall be installed as required by law, and in accordance with and subject to written approval received on written application of Tenant.

9. **REQUIREMENTS OF TENANT.** The requirements of Tenant will be attended to only upon application at the office of Landlord or its Property Manager. Employees of Landlord or its Property Manager shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord or its Property Manager. No such employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord or its Property Manager. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord.

10. **MEDICAL AND HAZARDOUS WASTES.** Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes.

11. **ACCESS TO BUILDING.** Any person entering or leaving the Building may be questioned by Building security regarding his/her business in the Building and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Building may be excluded.

12. **VEHICLES, ANIMALS, REFUSE.** Tenant shall not allow anything to be placed on the outside window ledges of the Premises or to be thrown out of the windows of the Building. No bicycle or other vehicle, and no animal shall be brought into the offices, halls, corridors, elevators or any other parts of the Building by Tenant or the agents, employees or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Building. Nothing herein shall prohibit any animal, device or vehicle used to assist disabled persons pursuant to the Americans with Disabilities Act and similar state or local laws. Nothing herein shall prohibit the use and parking of bicycles and other vehicles in areas designated therefore outside of the Building.

13. **EQUIPMENT DEFECTS.** Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

14. **PARKING.** Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking or for designated parkers. Tenant agrees

that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

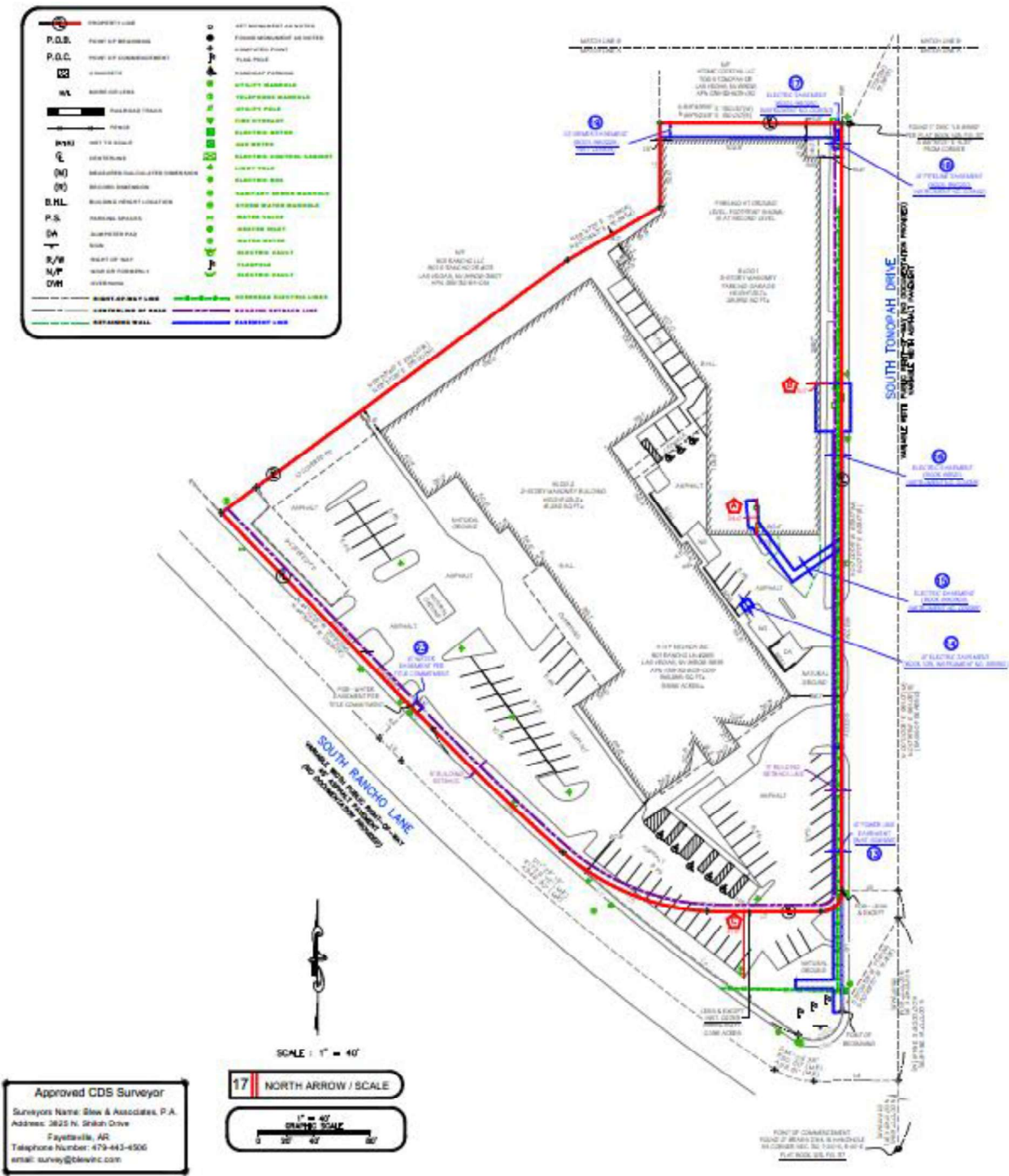
**15. CONSERVATION AND SECURITY.** Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Building. Any light bulbs, tubes, or fixtures Tenant provides in the Premises must comply with Landlord's sustainability practices, including compliance with any Third Party Sustainability Standards adopted from time to time for the Building by Landlord. Tenant will report lighting purchases and use in the Premises to Landlord from time to time upon Landlord's request.

**16. SIGNAGE.** Tenant shall not place any sign upon the Premises or the Building without Landlord's prior written consent. Any lit signs must, in addition to meeting any other requirements imposed by Landlord, comply with Landlord's sustainability plan regarding light pollution, intensity, and hours of operation. Landlord reserves the right to affix, install, and display signs, advertisements and notices on any part of the exterior or interior of the Building except in the Premises, including without limitation the right to display any ENERGY STAR or other third-party sustainability certification plaques the Building may have from time to time.

**17. VENDING MACHINES.** Tenant shall not place, install, maintain or use any vending machine on the Premises without Landlord's prior written consent.

**18. AIR CONDITIONING AND HEATING UNITS.** No air conditioning or heating unit or other similar apparatus shall be used or installed by any tenant without the prior written consent of Landlord.

EXHIBIT "C"  
SITE PLAN



**EXHIBIT "D"**

**TENANT ESTOPPEL LETTER**

\_\_\_\_\_(Lender) (Purchaser)

Attention:

RE: Lease Between \_\_\_\_\_, as Landlord  
("Landlord"), and \_\_\_\_\_ as Tenant ("Tenant"), dated  
\_\_\_\_\_, 20\_\_ on Property known as  
\_\_\_\_\_ located at \_\_\_\_\_,  
\_\_\_\_\_, Nevada.

Dear Sirs/Madam:

The undersigned, as Tenant(s) under the subject Lease, understands that you (Lender) are or will be [making a mortgage loan to Landlord which will be secured by property, including the Premises of the subject Lease,][purchasing the Building or a portion thereof containing the Premises] and hereby certifies, represents, warrants, confirms and agrees with you as follows for your reliance of your successors and assigns:

1. That the undersigned has accepted possession and is in actual occupancy of the Premises of the subject Lease;
2. That the Premises of the subject Lease are fully open for business and are in use by the undersigned, its employees and invitees;
3. That any and all improvements and space required to be furnished by Landlord according to the subject Lease have been completed in all respects and accepted by the undersigned;
4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature;
5. That the subject Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner except as follows: (Write "NONE" if there are none);
6. That the subject Lease sets forth all agreements and understandings of Landlord and the undersigned, as Tenant;
7. That there are no offsets or credit against rentals, that there are no claims or defenses to enforcement of the subject Lease, that rentals have not been prepaid except as provided by the subject Lease terms, and that no periods of free rentals are applicable to the term of the subject Lease except as set forth in Paragraph 4.1 and 4.2;
8. That no broker or other intermediary is entitled to receive any leasing, brokerage or other compensation out of or with respect to rentals of any kind under the subject Lease;
9. That the undersigned has no notice of a prior sale, transfer, assignment, hypothecation or pledge of the subject Lease or rents thereunder;



10. That the term of the subject Lease is for \_\_\_\_\_ years. The primary Lease term commenced on \_\_\_\_\_ and expires on \_\_\_\_\_.
11. That the monthly rental is \$ \_\_\_\_\_, and rent has been paid to \_\_\_\_\_, 20\_\_\_\_;
12. That the undersigned hereby acknowledges and agrees that existing parking facilities meet the requirements of the subject Lease;
13. That the undersigned agrees to notify you at the above shown address, or such address as you may hereafter specify, of any material default on the part of Landlord after the date hereof unless the undersigned is advised by you that the contemplated mortgage loan from you to Landlord will not be made;
14. That the undersigned agrees that without your written consent, the undersigned will not: (a) modify or in any manner alter the terms for the subject Lease; (b) pay the rent or any other sums becoming due under the terms of the subject Lease more than two months in advance; or (c) accept Landlord's waiver of or release from the performance of any obligations of Tenant under the subject Lease;
15. That should you advise the undersigned that Landlord is in default in the indebtedness to you and request that payment of all future rentals be made directly to you pursuant to an Assignment of Leases and Rents, the undersigned agrees that the undersigned shall make all future rental payments under the subject Lease directly to you until instructed otherwise by you;
16. That the undersigned will in no event look to you for the return of any security deposit under the subject Lease, except as is actually received by you. Pursuant to the subject Lease, Tenant has not made a security deposit.
17. That none of the following events have occurred: (a) the filing by or against the undersigned of a petition in bankruptcy, insolvency, reorganization, or an action for the appointment of a receiver or trustee; or (b) the making of an assignment for the benefit of creditors;
18. That the subject Lease is in full force and effect, is not in default, and is hereby ratified and confirmed;
19. That at the date hereof, there are no defaults by Landlord or the undersigned, as Tenant, in their respective performances of any of the agreements, duties, obligations, terms and conditions of the subject Lease by them respectively to be performed which exist on the date hereof, and that no event has occurred which, after the passage of time or after the expiration of any grace period, right of cure period, or any other period provided by law or by the Lease, would constitute a default under the subject Lease;
20. That the undersigned has not subleased or assigned, whether outright or by collateral assignment, all or any portion of the undersigned's rights under the subject Lease;
21. That the entity, person and/or officer executing this certification is empowered by action, resolution or at law to execute the same, and this certificate shall be binding on the undersigned, its successors and assigns.

[ALTERNATIVES TO ABOVE PROVISIONS IF SPACE IS LEASED BUT NOT YET OCCUPIED OR OPEN:

1. That the undersigned has no reason to believe that it will not accept possession or occupy the Premises of the subject Lease;
2. That the Premises of the subject Lease upon occupancy of the Tenant will be fully open for business and will be used by the undersigned, its employees and invitees;
3. That Tenant has no reason to believe that any and all improvements and space required to be furnished by Landlord according to the subject Lease will not be completed in all respects and accepted by the undersigned;
4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature required to be filled as of the date hereof;
6. That the term of the subject Lease is for \_\_\_\_\_ years. The primary Lease term will commence on the Lease Commencement Date set forth in the Lease.
7. That the monthly rental is \$ \_\_\_\_\_, and rent has been paid to \_\_\_\_\_, 20 \_\_\_\_;]

TENANT:

\_\_\_\_\_a

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

Date:\_\_\_\_\_

# EXHIBIT E

## TERMINATION FEE

Date	Month	Balloon Amount
8/1/2025	1	\$2,402,165.72
9/1/2025	2	\$2,390,283.24
10/1/2025	3	\$2,378,301.74
11/1/2025	4	\$2,366,220.40
12/1/2025	5	\$2,354,038.37
1/1/2026	6	\$2,341,754.83
2/1/2026	7	\$2,329,368.93
3/1/2026	8	\$2,316,879.81
4/1/2026	9	\$2,304,286.61
5/1/2026	10	\$2,291,588.48
6/1/2026	11	\$2,278,784.52
7/1/2026	12	\$2,265,873.86
8/1/2026	13	\$2,252,855.62
9/1/2026	14	\$2,239,728.89
10/1/2026	15	\$2,226,492.77
11/1/2026	16	\$2,213,146.35
12/1/2026	17	\$2,199,688.71
1/1/2027	18	\$2,186,118.92
2/1/2027	19	\$2,172,436.05
3/1/2027	20	\$2,158,639.16
4/1/2027	21	\$2,144,727.29
5/1/2027	22	\$2,130,699.49
6/1/2027	23	\$2,116,554.79
7/1/2027	24	\$2,102,292.22
8/1/2027	25	\$2,087,910.79
9/1/2027	26	\$2,073,409.52
10/1/2027	27	\$2,058,787.41
11/1/2027	28	\$2,044,043.44
12/1/2027	29	\$2,029,176.61
1/1/2028	30	\$2,014,185.89
2/1/2028	31	\$1,999,070.25
3/1/2028	32	\$1,983,828.64
4/1/2028	33	\$1,968,460.02
5/1/2028	34	\$1,952,963.32
6/1/2028	35	\$1,937,337.49
7/1/2028	36	\$1,921,581.44
8/1/2028	37	\$1,905,694.09
9/1/2028	38	\$1,889,674.35
10/1/2028	39	\$1,873,521.11
11/1/2028	40	\$1,857,233.26
12/1/2028	41	\$1,840,809.67
1/1/2029	42	\$1,824,249.23
2/1/2029	43	\$1,807,550.78
3/1/2029	44	\$1,790,713.17
4/1/2029	45	\$1,773,735.26

5/1/2029	46	\$1,756,615.86
6/1/2029	47	\$1,739,353.79
7/1/2029	48	\$1,721,947.88
8/1/2029	49	\$1,704,396.92
9/1/2029	50	\$1,686,699.70
10/1/2029	51	\$1,668,855.01
11/1/2029	52	\$1,650,861.60
12/1/2029	53	\$1,632,718.26
1/1/2030	54	\$1,614,423.71
2/1/2030	55	\$1,595,976.72
3/1/2030	56	\$1,577,376.00
4/1/2030	57	\$1,558,620.27
5/1/2030	58	\$1,539,708.25
6/1/2030	59	\$1,520,638.62
7/1/2030	60	\$1,501,410.08
8/1/2030	61	\$1,482,021.30
9/1/2030	62	\$1,462,470.96
10/1/2030	63	\$1,442,757.69
11/1/2030	64	\$1,422,880.14
12/1/2030	65	\$1,402,836.95
1/1/2031	66	\$1,382,626.73
2/1/2031	67	\$1,362,248.09
3/1/2031	68	\$1,341,699.63
4/1/2031	69	\$1,320,979.93
5/1/2031	70	\$1,300,087.57
6/1/2031	71	\$1,279,021.11
7/1/2031	72	\$1,257,779.09
8/1/2031	73	\$1,236,360.06
9/1/2031	74	\$1,214,762.53
10/1/2031	75	\$1,192,985.02
11/1/2031	76	\$1,171,026.04
12/1/2031	77	\$1,148,884.06
1/1/2032	78	\$1,126,557.57
2/1/2032	79	\$1,104,045.02
3/1/2032	80	\$1,081,344.87
4/1/2032	81	\$1,058,455.55
5/1/2032	82	\$1,035,375.48
6/1/2032	83	\$1,012,103.09
7/1/2032	84	\$988,636.75
8/1/2032	85	\$964,974.86
9/1/2032	86	\$941,115.79
10/1/2032	87	\$917,057.90
11/1/2032	88	\$892,799.52
12/1/2032	89	\$868,338.99
1/1/2033	90	\$843,674.62
2/1/2033	91	\$818,804.72
3/1/2033	92	\$793,727.56
4/1/2033	93	\$768,441.43
5/1/2033	94	\$742,944.58
6/1/2033	95	\$717,235.26

7/1/2033	96	\$691,311.69
8/1/2033	97	\$665,172.10
9/1/2033	98	\$638,814.67
10/1/2033	99	\$612,237.60
11/1/2033	100	\$585,439.05
12/1/2033	101	\$558,417.18
1/1/2034	102	\$531,170.13
2/1/2034	103	\$503,696.02
3/1/2034	104	\$475,992.96
4/1/2034	105	\$448,059.04
5/1/2034	106	\$419,892.34
6/1/2034	107	\$391,490.92
7/1/2034	108	\$362,852.81
8/1/2034	109	\$333,976.06
9/1/2034	110	\$304,858.67
10/1/2034	111	\$275,498.63
11/1/2034	112	\$245,893.92
12/1/2034	113	\$216,042.51
1/1/2035	114	\$185,942.34
2/1/2035	115	\$155,591.33
3/1/2035	116	\$124,987.40
4/1/2035	117	\$94,128.43
5/1/2035	118	\$63,012.31
6/1/2035	119	\$31,636.89
7/1/2035	120	\$0.00