

LEASE AGREEMENT

BY AND BETWEEN

**NEVADA HEALTH & BIOSCIENCE ASSET CORP.
("LANDLORD")**

AND

**UNIVERSITY MEDICAL CENTER
("TENANT")**

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the _____ day of _____, 2026, by and between Nevada Health and Bioscience Asset Corporation, a Nevada non-profit corporation (“Landlord”), and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 (“Tenant”).

WHEREAS, Landlord is going to construct certain improvements including a two-story building (called the NHBC Academic Lab or the “Building”) that will house a medical lab (as more fully set forth below, the “Lab”) and a blood services center (“Blood Services Center”), both built to industry standards (which include The Facility Guidelines Institute (FGI) for Design and Construction of Hospitals, 2022 Edition) commensurate with similar or comparable facilities in the United States, pursuant to the plans and specifications incorporated herein;

WHEREAS, the Building is to be constructed on an approximately 9 acre parcel on which the Kirk Kerkorian UNLV School of Medicine (the “KKSOM”) is also located, which parcel is to be subdivided such that the KKSOM will be located on its own parcel (the “MEB Parcel”) and the Building be located entirely upon a its own parcel (the “Building Parcel”), all of which is depicted on the plan attached hereto or made a part hereof as Exhibit “A” (“Site Plan”);

WHEREAS, Landlord desires to lease the Lab to Tenant, as more fully set forth herein (the “Premises”) for the purposes of operating UMC laboratory services as more specially set forth herein, and Tenant desires to take and lease such from Landlord, the Premises, upon the terms and conditions set forth herein.

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** _____, 2026.

b. **Landlord**

Nevada Health and Bioscience Asset Corporation (“NHBC”)

c. **Notice Address of Landlord**

1930 Village Center Circle #3-805
Las Vegas, NV 89134
Attn: Kim Case-Nichols, Chief Operating Officer

With Copy To: Fabian VanCott
2275 Corporate Circle, Suite 220
Henderson, NV 89074
Attn: James C. Waddoups, Matthew L. Anderson

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: General Counsel

f. Tenant's Trade Name

University Medical Center; UMC;

g. Leased Premises

The Lab, (approximately [19,600] square feet of the Building, including a portion of the first floor and all of the second floor), with a physical address of _____

h. Lease Term and Renewal Option(s)

Commencing on the Lease Commencement Date and expiring ten (10) years after the Monthly Rent Commencement Date, with two (2) option periods of ten (10) years (each a "Renewal Term").

i. Lease Commencement Date

The earlier of the date a temporary or permanent certificate of occupancy (a "Certificate of Occupancy") is issued, or the Tenant takes possession of the Premises pursuant to Landlord's notice, as set forth below.

j. Monthly Rent Commencement Date.

Same as the Lease Commencement Date.

k. Landlord Work Cost.

Landlord shall be solely responsible for cost of Landlord's Work (defined in Section 3.2.a below) from State of Nevada allocated ARPA funds and City of Las Vegas allocated General Funds and will be constructed pursuant to the plans and specifications as set forth in Exhibit "B". Landlord's Work shall not exceed in value the total amount combined of the State of Nevada allocated ARPA funds and City of Las Vegas allocated General Funds for this Project, unless otherwise determined in the Landlord's sole discretion provided however, Tenant shall not be responsible for contributing any funds for Landlord's Work, and in the event Landlord's Work cannot be completed due to lack of funds, this Lease will be null and void.

l. Monthly Rent

The total amount of each monthly monetary payment made by Tenant to Landlord (the "Monthly Rent") during the Lease Term. Subject to Section 1.1(w) herein, the Monthly Rent payment schedule for the initial ten (10) years is as follows:

MONTH	RENT SQ/FT	MONTHLY RENT	ANNUAL RENT
1-12	~\$22	\$ 36,439.67	\$ 437,276.04

13-24	(3% annual increase)	\$	37,532.86	\$	450,394.32
25-36	(3% annual increase)	\$	38,658.85	\$	463,906.15
37-48	(3% annual increase)	\$	39,818.61	\$	477,823.34
49-60	(3% annual increase)	\$	41,013.17	\$	492,158.04
61-72	(3% annual increase)	\$	42,243.56	\$	506,922.78
73-84	(3% annual increase)	\$	43,510.87	\$	522,130.46
85-96	(3% annual increase)	\$	44,816.20	\$	537,794.37
97-108	(3% annual increase)	\$	46,160.68	\$	553,928.20
109-120	(3% annual increase)	\$	47,545.50	\$	570,546.05

* Monthly Rent funds a capital reserve fund for deferred maintenance items, increased annually per the rent annual increase rate (the “Capital Reserve Fund”). Landlord, as a non-profit organization, shall manage and use this capital reserve to the direct benefit of the Building and related programs, for capital renewal and replacement maintenance work scope upon major/primary components or assemblies of the structure reaching end of serviceable life and needing replacement to perform the original purpose of the major/primary components or assemblies of the structure. Landlord shall have full authority over all Capital Reserve Funds. However, if requested in writing by Tenant and approved by Landlord, Landlord may allocate Capital Reserve Funds to Tenant, solely and expressly for the Tenant to deliver capital renewal and replacement maintenance work scope upon major/primary components or assemblies of the structure reaching end of serviceable life and needing replacement to perform the original purpose of the major/primary components or assemblies of the structure on Landlord’s behalf. It being acknowledged that Landlord is a tax exempt, non-profit organization created in support of KKSOM and the Nevada System of Higher Education to expand academic medical programs and healthcare infrastructure, capacity, and access in Southern Nevada. Landlord’s intent with this Lease is to deliver the Premises for lease by Tenant for use as an extension of Tenant’s existing lab with new and expanded lab services. Landlord intends to separately lease to a third party, independent of Tenant, a portion of the Building for a Blood Services Center. Both Tenant’s expanded lab services and the Blood Services Center are part of an effort to expand healthcare infrastructure in Southern Nevada. As such, Landlord’s Work shall not exceed in value the amount of the State of Nevada allocated ARPA funds combined with City of Las Vegas allocated General Funds for this Project, unless otherwise determined in Landlord’s sole discretion. Landlord’s collection of rent is intended to fund the ongoing ownership, carrying costs, and the Capital Reserve Fund, as detailed on Exhibit “C”.

The term “Lease Year” shall mean each successive period of twelve (12) consecutive calendar months, commencing on the Monthly Rent Commencement Date. Should the Monthly 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 Rent upon the Lease Commencement Date.

m. Renewal Term Rents

Landlord and Tenant agree that the Monthly Rent for each Lease Year, including any Renewal Term, shall be set at 103% of the Monthly Rent for the immediately preceding Lease Year. This escalation shall apply consistently throughout the duration of the Lease Term and any exercised Renewal Terms.

n. Permitted Uses

Tenant shall use the Premises primarily as an extension of Tenant’s existing lab, as more fully set forth in the attached Exhibit “D” (the “Permitted Uses”). Tenant and Landlord acknowledge and agree that a certain portion of the Building will be subdivided for purposes of the Nevada-based Blood Services Center that will be operated by a third-party independent of Tenant (the “Blood Services Center

Tenant”) pursuant to a direct lease with Landlord. A Nevada-based Blood Services Center means an operator, entity or sub-entity with branding closely affiliated with an organization serving the citizens of the State of Nevada, to enhance/increase blood donation rates by Nevada citizens, and where blood donated by Nevada citizens or within the State of Nevada, as is practical, feasible and does not unreasonably risk expiration of collected or banked blood supply, is stored and used in the State of Nevada. Tenant shall cooperate in good faith and work with the Blood Services Center Tenant to ensure that Tenant does not interfere with the operations in a way that hinders the purposes stated in this subsection.

o. Exclusive Use

Except with respect to the Blood Services Center, 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 Lab to any other tenant or other occupant that provides, promotes, sells or displays health care, medical care, chiropractor care, physical therapy, or home health care without Tenant’s reasonable consent.

p. Security Deposit

\$36,439.67 (one month’s Rent from last year of the initial term).

q. Guarantor

None.

r. Address of Guarantor

N/A.

s. Tenant’s Broker

None.

t. Landlord’s Broker

None.

u. Tenant’s Minimum Operating Hours

As determined by Tenant.

v. Signage

Tenant may place a building sign at Tenant’s sole expense, in coordination with any Landlord building signage as it may be provided as a part of Landlord’s Work *provided* any such Tenant signage must be consistent with the description and drawings contained in Exhibit “E” or subject to Landlord’s prior written consent, which shall not be unreasonably delayed, conditioned or denied.

w. 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 and Tenant's liability and payment obligations 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.

x. Parking

Tenant shall be entitled to primary use of [forty-seven (47)] allocated parking stalls adjacent to the Lab ("Tenant Allocated Parking") and other non-exclusive short term parking, all located on the Building Parcel. Landlord will clearly designate and mark Tenant Allocated Parking as construction of the Building progresses and/or is completed. The Building shall include at least the minimum number of accessible and/or disabled parking spaces and associated improvements (i.e. curb cut(s), ramp(s), access aisle(s), as required by entitlement, building or other codes of the Authority Having Jurisdiction ("AHJ"), for the use of persons with disability placards or license plates near the main entrance.

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	Site Plan for the Building
Exhibit B	Description of Landlord's Work
Exhibit C	Capital Reserve Fund Expenditures
Exhibit D	Permitted Uses and Program Requirements
Exhibit E	Tenant's Proposed Signage
Exhibit F	Demising Plan of Premises (which shall establish the floor area contained therein, sometimes herein referred to as "Floor Area.")
Exhibit G	Tenant's Minimum Standards
Exhibit H	Tenant's Obligations and Landlord's Obligations
Exhibit I	Tenant Estoppel Letter
Exhibit J	Equipment that Landlord May Provide

2 - PREMISES

2.1 Site Plan:

The Building and the Premises are depicted on the Site Plan attached hereto as "Exhibit A."

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 by cross hatching or marking on the Site Plan. The Premises are also depicted in the demising plan of Premises attached hereto and made a part hereof as Exhibit "F." The Premises shall include all building, facility, site and other improvements for the project and the Building Parcel.

3 - TERM-LANDLORD AND TENANT'S WORK

Lease Term:

3.1 Lease Commencement Date and Monthly Rent Commencement Date.

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

3.2 Renewal Option(s)

So long as Tenant is not in default of this Lease (including any of the Permitted Uses set forth on Exhibit "D") at the expiration of the Lease Term or any Renewal Term, or at the time of giving any notice of election to renew this Lease, Tenant shall have the right, solely with mutual agreement of the Landlord, to extend the Lease Term for up to two Renewal Terms of ten (10) years each (each a "Renewal Term"). It shall be a condition of Tenant's right to exercise any subsequent Renewal Term that Tenant shall (i) have duly exercised all previous Renewal Terms; (ii) be in compliance with the Permitted Uses and Tenant Criteria (set forth on Exhibit "D"); and (iii) be in compliance with Tenant's maintenance obligations set forth in Section 9.1. The exercise of Tenant's option for any Renewal Term shall only be valid and effective if Tenant has notified Landlord thereof in writing no sooner than twelve (12) months nor later than six (6) months prior to the expiration of the Lease Term or any prior Renewal Term, as applicable, and any and all Renewal Terms shall be conditioned on mutual agreement by the Tenant and the Landlord.

Landlord's and Tenant's Work:

3.3 Landlord's Work

Landlord shall deliver to Tenant possession of the Premises upon: (i) receiving a temporary or permanent Certificate of Occupancy by the AHJ for the construction and occupancy of the Premises; and (ii) the Nevada Department of Health Care Quality and Compliance approving the Premises' conformance with the 2022 FGI. Landlord has commenced and, at its sole cost and expense, shall pursue to completion the Lab and improvements to be erected by Landlord to the extent shown on the construction drawings as depicted on the attached Exhibit "B." In no instance shall Landlord's Work exceed in value the total amount combined of the State of Nevada allocated ARPA funds and City of Las Vegas allocated General Funds for this Project, unless otherwise determined in the Landlord's sole discretion and determination. Landlord's proposed timeline for completion of Landlord's Work is that substantial completion will be achieved and a Certificate of Occupancy for the Premises will be issued on or before February 1, 2027. The term substantial completion of Landlord's Work is hereby defined to mean that the Premises are substantially complete to the extent of Landlord's Work specified in Exhibit "B" hereof, with the exception of (a) reasonable "punch-list" items which Landlord shall correct within thirty (30) days after substantial completion, and (b) such work as Landlord cannot complete until Tenant performs necessary portions of Tenant's Work. Landlord will complete Landlord's Work in a workmanlike manner using the degree of skill, efficiency and knowledge that is possessed by those of ordinary skill, competency and standing, and Landlord represents and warrants that Landlord's Work shall be completed in substantial accordance with The Facility

Guidelines Institute (FGI) for Design and Construction of Hospitals 2022 Edition standards and delivered with respect to the plans reflected in Exhibit "B." Landlord shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all applicable governmental statutes, ordinances, rules and regulations pertaining thereto, including without limitation, prevailing wage requirements as applicable and as set forth in NRS Chapter 338, specifically NRS 338.013 to NRS 339.090, inclusive, NRS 353.640 and NRS 354.755; 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 (collectively, "Laws"). To the extent sought by Tenant, Tenant shall seek any records, documents or other information regarding compliance with NRS 338.013 to NRS 339.090, inclusive, through the State of Nevada Labor Commissioner's office. Landlord has the right, after providing notice to Tenant, to modify the scope and specifications of Landlord's Work provided the resulting product has been confirmed to comply with Tenant's minimum standards as to what is reasonably necessary to either conduct discrete and additional Tenant Funded tenant improvements after completion of Landlord's Work to meet Tenant's minimum standards, or to move-in, furnish, equip and operate Tenant's lab as set forth in Exhibit "G" ("Tenant's Minimum Standards") upon completion of Landlord's Work. Landlord has the right to select the all vendors, suppliers, consultants, architects, engineers, general contractor and other vendors for Landlord's Work, provided such vendors have reasonable or sufficient experience with projects subject to the project type and the same is in compliance with applicable requirements under NRS 338, including but not limited to prevailing wage requirements, as applicable and as more specifically set forth herein.

3.4 Tenant's Work

Tenant shall commence the installation of fixtures, equipment, tenant improvements and any other Tenant's Work promptly upon issuance of a Certificate of Occupancy by the AHJ(s) for the Landlord's Work, and Tenant shall diligently pursue such installation and work to completion, unless otherwise agreed to in writing by the Landlord. Tenant acknowledges that Tenant will be required to fund and engage in some level of tenant improvement for the Premises, as well as providing furniture and equipment for the Premises, for Tenant's Work. All of Tenant's Work shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications approved by Landlord in writing, prior to execution of this Lease. Any material deviations from the approved plans, must be approved by Landlord, in writing, which approval shall not be unreasonably withheld. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. The location of the trash containers shall be determined by Tenant. Tenant and its vendors shall keep the Premises, in its entirety, in an organized and workmanlike condition during all activities and timelines associated with Tenant's Work. Prior to opening for business, Tenant shall use commercially reasonable efforts to remove all construction and other debris from the Premises and surrounding area, and all such areas shall be in broom clean condition and shall be returned to the condition it was in prior to commencement of Tenant's Work. All Tenant's Work shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect to Tenant's Work and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, 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. Notwithstanding Landlord's review or approval, Tenant and not Landlord shall be responsible for ensuring Tenant's Work complies with such plans and specifications as well as all applicable laws.

4 - RENT

Tenant is responsible for all costs, expenses, insurance, taxes, fees, maintenance (including preventative and routine maintenance), management, upkeep, servicing, repairs, replacements, refinishing, etc. associated with the use, occupancy, operations, and upkeep of the Premises and

Landlord is responsible for the Building Parcel, the exterior of the Building, and Common Areas (as defined herein) to the extent specifically set forth otherwise herein as “Landlord Obligations”.

4.1 Monthly Rent

Tenant shall pay to Landlord, without notice or demand and without any set-off or deduction unless allowable pursuant to this Lease, a fixed Monthly Rent as set forth in Section 1.1(1) (“Monthly Rent”). Monthly Rent shall be paid monthly in advance on or before the first day of each calendar month of the Lease Term commencing with the Monthly Rent Commencement Date, and shall be delinquent if not so paid on or before the tenth day of each month. Monthly Rent for any partial month occurring after the Monthly 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.

4.2 Application of Rent

No payment by Tenant or receipt by Landlord of lesser amounts of rent or additional 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 or additional 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 additional rent or pursue any other remedy provided in this Lease.

4.3 Tenant Responsibility for Operating Expenses:

With respect to the Premises, Tenant shall be directly responsible for all aspects of operations, utilities (which will be allocated per usage and monitored between tenants), security, maintenance, additional tenant improvements, cleaning, repair, furnishings, fixtures, equipment, etc. at its sole expense and Landlord shall have no responsibility, liability, or cost therefor. With respect to the Building Parcel other than the Premises, Tenant shall be responsible to pay for its pro rata share of all maintenance, repair, and replacement costs to the Landlord, through a monthly O&M Charge as set forth below. Utilities shall be monitored by Landlord through a utility monitoring and building performance management system implemented by Landlord to record and allocate usage between tenants. Tenant’s utility charges shall be based on measured consumption,

4.4 Landlord Responsibility for Operations, Maintenance, and Common Areas and Tenant Responsibility for O&M Charges.

In the Building and on the Building Parcel there will be operations and maintenance costs as well as common areas (collectively, “O&M”); for which Landlord is responsible to maintain, repair, or replace in its reasonable discretion, which includes insurance, landscaping, parking, striping, roadway maintenance, fire suppression systems, utilities, security, lighting, Landlord’s insurance, stormwater management, sweeping, operations, repair and maintenance expenses for areas, spaces and improvements within the entirety Premises that are not solely assigned to a single Tenant (i.e. common restrooms, loading dock/intake areas, etc.) and trash removal. Tenant is responsible for its own pro rata share of O&M costs, to be reasonably determined by Landlord (“O&M Charges”), which are to be paid as Additional Rent (as defined below) with the Monthly Rent. O&M Charges shall be determined on an annual basis in advance of the year and paid on a monthly basis. It is estimated that the O&M Charges for the first year will be approximately \$450,000.00, with Tenant’s pro-rata share being [approximately 78%] of that amount, or [\$351,000.00], but shall in no event exceed \$400,000 for the first year (the “O&M Cap”). The O&M Cap will increase each year based on the Consumer Price Index (CPI) change from the previous year, with an annual maximum increase of six percent (6%). If the CPI increase

exceeds three percent (3%), Landlord will notify Tenant in writing, detailing the CPI change and calculation of the increase. In such cases, Tenant will seek the necessary funding appropriations prior to the commencement of the next fiscal year to accommodate the increase. If the necessary funding appropriations are not obtained, the maximum allowed CPI increase will be in effect until the deficit is covered and Landlord is reimbursed for Tenant's pro-rata share of the actually incurred O&M Charges. Notwithstanding the O&M Cap, O&M Charges may be amortized over the item's useful life or other appropriate period to accommodate larger expenses. At the end of each calendar year, Landlord shall reconcile the estimated O&M Charges paid by Tenant against the actual O&M Charges incurred. Landlord shall provide Tenant with a written statement detailing such reconciliation. In the event of an overpayment, Landlord shall refund the excess amount to Tenant within thirty (30) days after delivery of the reconciliation statement. In the event of an underpayment, Tenant shall pay the deficiency within thirty (30) days after receipt of written notice thereof. Tenant shall have the right, at its sole cost and expense, to audit the O&M Charges and reconciliation no more than once per calendar year, upon reasonable advance notice to Landlord.

4.5 Additional Rent. In addition to the Monthly Rent payments, Tenant shall be responsible to pay "Additional Rent", which shall include O&M Charges as set forth above and utilities charges as set forth below. Additional Rent shall be treated as rent, such that the failure to timely pay shall be an event of default as set forth below.

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 above and as more fully set forth in the attached Exhibit "D", without the prior written consent of Landlord, which consent may be withheld in Landlord's good faith business judgment if such request does not meet the standards and purposes set forth in Section 1.1(n).

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 Building and the Premises, (including 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:

Tenant shall pay before delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power, 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 licensees, sublessees, or concessionaires from the Lease Commencement Date and throughout the Lease Term. Utilities will be allocated per usage and monitored between tenants. Landlord will invoice Tenant on a monthly basis and Tenant will be required to submit the same with the Monthly Rent as set forth above. 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 Tenant 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).

In addition, Tenant shall be solely responsible for all communication services, including but not limited to telephone, data, cable, and internet services, together with any related installation, activation, equipment, or service fees. Communication services are not considered Utilities under this Lease and shall be contracted and paid for directly by Tenant.

6.2 Landlord's Warranties and Representations:

Landlord warrants and represents that as of the date Tenant takes occupancy of the Premises, water, gas, heat, electricity, power, and sewer services will be connected to the Premises and accessible by Tenant. Landlord shall be responsible for repair or remediation of any problem with such connectivity (to the extent not caused by Tenant's acts or omissions, or within Tenant's scope of responsibility within the leased area) but will not be responsible for any consequential damages or any curtailment or interruption in utility services to the Building.

7 - LICENSES AND TAXES

7.1 Tenant's Obligation:

To extent applicable, Tenant shall be liable for, and shall pay throughout the Lease Term, all fees and taxes covering or arising from Tenant's business conducted on or occupation of the Premises, if any. 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 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 real estate taxes.

8 - ALTERATIONS

8.1 Alterations by Tenant:

Tenant shall not make any alterations, additions or improvements in or to the Premises including but not limited to any penetration of the roof, roof membrane or exterior enclosure of the buildings or structures within the Premises, 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. For purposes of this Lease, "alterations" shall mean any changes, modifications, or physical adjustments made by Tenant to the Premises, whether structural or non-structural, including but not limited to reconfiguring interior spaces, installing or removing walls, doors, or windows, modifying utility systems (e.g., electrical, plumbing, HVAC), and any work that impacts the roof, roof membrane, exterior façade, or building systems. As used in this Lease, "improvements" shall mean any additions, enhancements, or upgrades made by Tenant to modify and/or improve the functionality, value, or aesthetics of the Premises, whether temporary or permanent in nature. This includes, but is not limited to, the installation of specialized equipment, built-in furniture, signage, security systems, or other fixtures. It also encompasses any tenant-specific buildouts, fit-ups, or additions performed as part of Tenant's occupancy or operations.

8.2 Required Alterations:

In the event that either Landlord or Tenant, during the term hereby demised, 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 Tenant's sole cost and expense. Prior to commencing any such required work, the party undertaking the work shall provide the other party with 30-day written notice.

9 - MAINTENANCE OF PREMISES

9.1 Maintenance and Repair by Tenant:

Tenant shall be responsible for general maintenance and upkeep of the Premises, which shall include but not be limited to routine custodial services, security, telecom, internet, interior lighting (including replacement of bulbs and ballasts), touch up and re-painting, and repair or replacement of ceiling tiles, interior finishes, wall coverings, plumbing fixtures, leaks, maintain power load requirements, and other cosmetic items reasonably necessary to maintain the Premises in good order and appearance, as more fully set forth in Exhibit "H" (collectively, "Tenant Obligations") and shall be paid for at Tenant's sole expense.

Tenant shall at its sole cost and expense maintain the interior of the Premises in a clean, safe, and sanitary condition consistent with APPA Level 2 Operational Guidelines and in compliance with Exhibit "G" attached hereto and promptly make any repairs to Tenant's furniture, fixtures, and equipment as needed; and avoid misuse or damage to building systems or equipment.

Tenant's financial obligations with respect to the Building Parcel, other than the Premises, shall be paid for by Rent and the O&M Charges. Except for the Premises and as otherwise provided below, Landlord shall be responsible for the operation, maintenance, and repair of the Building and all building systems, including but not limited to landscape, parking lot, structural elements, exterior walls, roof, foundations, common areas, fire and life safety systems, elevators, generators, HVAC, water treatment, utilities infrastructure, and all other base building components serving the Premises or the Building as a whole ("Landlord Obligations"). Landlord's Obligations shall also include preventive maintenance, deferred maintenance, compliance inspections, testing, and service of HVAC, water treatment, fire protection, elevator, generator, access control, and other base-building systems shall be performed by or on behalf of the Landlord. All Landlord costs associated with the Landlord Obligations shall be part of the O&M Charges that are billed to the Tenant, for payment to the Landlord.

Tenant shall cooperate with Landlord's maintenance personnel and provide reasonable access to the Premises as necessary, and upon forty-eight (48) hour advance notice to Tenant, for Landlord to perform work including planned preventative maintenance and inspections. Landlord and its authorized personnel may enter the Premises at any time without prior notice if in response to a Tenant request for maintenance or work in the Premises or in the event of an emergency where immediate access is required to protect life, safety, property, building systems, or to prevent imminent damage. Landlord shall make reasonable efforts to notify Tenant as soon as practicable under the circumstances.

The parties shall conduct a joint walkthrough inspection of the Premises at least once annually to review overall building condition and coordinate maintenance responsibilities.

Tenant's Maintenance Representative and contact information is:
Monty Bowen

monty.bowen@umcsn.com
(702) 383-2301

Landlord's Maintenance Representative and contact information is:

Kim Case-Nichols
1930 Village Center Circle
Las Vegas, NV 89134
(702) 329-0423
kcase@nhbac.org

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 promptly pay the entire cost thereof. 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 Landlord Obligations:

Landlord's obligations with respect to the Lab, Building Parcel, the Premises, and any portion thereof shall be limited to those items set forth in Exhibit "H" (collectively, "Landlord Obligations") and shall be paid for only by the establishment, maintenance, use, and implementation of the Capital Reserve Fund. The Capital Reserve Fund is funded entirely by Tenant's Rent paid pursuant to this Lease. The Rent required pursuant to this Lease is the sole source of funding for the Capital Reserve Fund and its administration. The Capital Reserve Fund is intended to cover all of Landlord Obligations for the foreseeable life of the Building, amortized over a thirty-year period. Landlord will be responsible to keep, manage, account for, and use such funds as it deems reasonably prudent, in consultation with Tenant for the duration of Tenant's occupancy of the Premises and will not otherwise be obligated to fund, finance, maintain, service, repair or replace any part of the Building, the Premises, Tenant's operations, the Blood Services Center, or any part or portion thereof. Any balance remaining in the Capital Reserve Fund after Tenant vacates the Premises, remains with the Landlord and is dedicated for future capital repairs, replacement and management thereof.

At Landlord's discretion, reserve funds may also be used to remediate catastrophic equipment failures unrelated to general or preventive maintenance, thereby protecting the Building's long-term operations and preventing unanticipated financial burden on the parties. This proactive approach protects the Building's long-term value, supports uninterrupted tenant operations, and mitigates the higher costs associated with deferred repairs or unplanned capital expenditures.

The capital reserve contributions collected under this Lease as Monthly Rent shall be applied to the total cost of ownership of the facility to ensure ongoing stewardship of the asset. Funds will be dedicated to preventing a backlog of deferred maintenance, providing for major system renewals and replacements at the end of their service life, and addressing premature failures when they occur. In addition, capital reserve funds shall be used to reimburse Landlord for reasonable unreimbursed O&M Charges, administrative overhead costs directly associated with management of the Property, including administrative functions necessary to oversee capital planning, as well as design, engineering, and technical assessments required to evaluate, plan, modify, or implement capital improvements, and perform a "Facility Condition Assessment" at least every three (3) years, facilitated by the Landlord, to evaluate the condition of building systems, identify emerging deficiencies, and update renewal and replacement planning. The Facility Condition Assessment cycle shall be coordinated, where practicable, with "Det Norske Veritas (DNV) environment

of care/life safety standard” inspections and other applicable healthcare compliance reviews by the Tenant’s facilities team to ensure alignment with regulatory requirements.

At the end of each calendar year, Landlord shall account for Capital Reserve Fund payments and charges and provide Tenant with a written statement of such accounting upon Tenant’s written request.

For the avoidance of doubt, Tenant is therefore responsible to plan, budget, obtain sufficient appropriations, and pay for, contract for, oversee, and ensure proper maintenance and operation of the entire Premises, including furniture, fixtures, and equipment and shall be specifically obligated to maintain, service, and repair all systems, facilities even those for which Landlord is responsible at the end of its useful life.

10 - LIENS AND ENCUMBRANCES

10.1 Liens:

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

10.2 Encumbrances:

Tenant shall not cause or suffer to be placed, filed or recorded against the title to the Premises, 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 will not be unreasonably withheld, 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. 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 will not be unreasonably withheld, 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. Even if this Lease is assigned upon the consent of Landlord, all of Tenant’s obligations, duties, and liabilities under the terms of this Lease remain unchanged and are the obligation of the Tenant and other Sub-Tenant(s) or Assignees. Tenant acknowledges that Landlord’s development of the Premises is primarily for Tenant to expand health infrastructure in Southern Nevada, and not for financial profit or arbitrage purposes associated with any assignment, mortgaging, or subleasing of the Premises.

Tenant shall comply with the rules and regulations that Landlord may from time to time reasonably promulgate and/or modify. The rules and regulations shall be binding upon Tenant only after delivery of a copy of them to Tenant. Tenant shall be given thirty (30) days’ notice of any changes to the rules and regulations. Landlord shall apply the rules and regulations evenly and without discrimination and shall not unreasonably interfere with Tenant’s planned operations in the Premises.

12 - INSURANCE AND INDEMNITY

12.1 Indemnification:

Landlord, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Tenant, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Landlord or the employees or agents of Landlord. To the extent not expressly prohibited by Nevada law, Tenant, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Landlord, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Tenant or the employees or agents of Landlord.

12.2 Tenant's 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.

12.3 Landlord's Insurance: Landlord will maintain All Risk Property Insurance and Commercial General Liability Insurance for the Building as part of the Common Area Maintenance and O&M Charges.

13 - EMINENT DOMAIN

13.1 Total Taking:

If all of the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and all Monthly Rent, and other rentals and charges due hereunder shall be paid to that date and the entirety of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated. The term "eminent domain" shall include the taking or damaging of property by, through or under any governmental or quasi-governmental authority, and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

13.2 Partial Taking:

If more than fifteen percent (15%) of the floor area of the Premises shall be taken or appropriated, this Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Landlord and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event that more than ten percent (10%) of the parking areas or other or any access point to an adjacent street, road, highway or avenue shall be taken or appropriated, then Landlord may at its option terminate this Lease by written notice given to Tenant within sixty (60) days of the date of such taking. If this Lease is so terminated, all Monthly Rent, and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises are taken by eminent domain and this Lease is not terminated, Landlord shall at its expense proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises to the condition it was in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its fixtures, furniture, furnishings, leasehold improvements, floor covering and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the

Premises taken, the Monthly Rent payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking. Should Tenant exercise its right to terminate the Lease under this Section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

13.3 Damages:

Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain, and Tenant shall make no claim whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in removing Tenant's furniture, trade fixtures and equipment or for damage to Tenant's business; provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages and provided that any award to Tenant will not result in a diminution of any award to Landlord.

14 - DEFAULT BY TENANT

14.1 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 deserted for 20 consecutive business days, 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.

b. Landlord Rights

In the event of any material default by Tenant hereunder, Landlord shall have those rights expressly enumerated in this Lease. In the event of any default by Tenant hereunder, Landlord shall have the option to terminate this Lease by written notice to Tenant. Upon receipt of such written notice of termination, Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If Tenant fails to so quit and surrender the Premises as aforesaid, Landlord shall have the right, without notice, to re-enter the Premises either by force or otherwise and dispossess Tenant and the legal representatives of Tenant and all other occupants of the Premises by unlawful detainer or other summary proceedings, or otherwise, and remove their effects and regain possession of the Premises (but Landlord shall not be obligated to effect such removal) and Tenant hereby waives service of notice of intention to re-enter or to institute legal proceedings to that end.

15 - DEFAULT BY LANDLORD

15.1 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. 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. Should Landlord be considered in default, then Tenant reserves the right, at Tenant's sole option, to terminate the Lease and seek any and all remedies at law or in equity. Should Tenant choose to terminate the Lease pursuant to this section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

16 - RECONSTRUCTION

16.1 Reconstruction-Insured Loss:

In the event the Premises are damaged by fire or other perils caused by the acts or omissions of Tenant, its employees, agents, contractors, licensees or invitees, Tenant agrees to forthwith repair or replace the same, and this Lease shall remain in full force and effect. In the event the Premises are damaged by fire or other perils covered by Landlord's insurance and not caused by the Tenant, its employees agents, contractors, licensees or invitees, Landlord agrees to forthwith repair same to the extent of insurance proceeds available by reason of such damage or destruction, and this Lease shall remain in full force and effect. Notwithstanding the preceding, Tenant shall not be required to continue paying Monthly Rent to the extent it is unable to occupy the Premises (and such damages were not caused by Tenant, its employees, agents, contractors, licensees, or invitees) and the same shall be abated until such time as the Premises can be restored for business occupancy and operations.

16.2 Uninsured Loss:

In the event the Premises are damaged as a result of any cause other than the perils covered by Landlord's insurance and not caused by Tenant, its employees, agents, contractors, licensees, or invitees, Tenant may terminate this Lease upon thirty (30) days written notice and Tenant shall only be responsible for the rent due for one (1) subsequent month reduced by a proportionate reduction. Should Tenant choose not to terminate Lease, then Landlord shall (except where the damage or destruction is caused by the negligence of Tenant, its employees, agents, contractors, licensees or invitees in which case Tenant shall repair all damage) forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost and Tenant chooses not to terminate Lease, Landlord shall then have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Monthly Base Rent to be proportionately reduced as hereinabove in this Section provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of Landlord giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Monthly Rent, reduced by a proportionate reduction, based upon the extent if any, to which such damage substantially interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination. In the event Landlord shall determine to repair or restore the Premises, Tenant shall at its sole cost and expense, repair and restore any of Tenant's fixtures, equipment and leasehold improvements which are damaged or destroyed by the uninsured cause.

16.3 Partial Destruction:

If fifty percent (50%) or more of the Premises is damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord or Tenant may terminate this Lease and the tenancy hereby created by giving the other party not less than thirty (30) days' prior written notice of such election; provided, however, that such notice shall be given, if at all, within the sixty (60) days following the date of occurrence of said damage or destruction. Monthly Rent shall be prorated as of the date of such termination.

17 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION

17.1 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 Premises 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 Monthly 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.

17.2 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 "I," or on a form as otherwise required by Landlord or its lender.

17.3 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.

18 - ACCESS BY LANDLORD

18.1 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 written notice to examine the same, and to show them to prospective purchasers or tenants of the Premises, 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 Premises, without the approval of Tenant, which approval shall not be unreasonably withheld except in the event patient care services are being rendered. 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 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.

19 - SURRENDER OR ABANDONMENT OF PREMISES

19.1 Surrender of Possession:

Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Premises for sixty (60) days prior to the expiration or prior termination of this Lease.

19.2 Holding Over:

Any holding over by Tenant after the expiration or termination of the Lease hereof shall be construed to be a tenancy from month-to-month on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy; provided, that the Rent for such hold-over period shall be an amount equal to 150% of the Monthly Rent due for the last month of the Lease Term.

20 - QUIET ENJOYMENT

20.1 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 except as explicitly provided for herein.

21 - MISCELLANEOUS

21.1 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.

21.2 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.

21.3 Broker's Commission; Agency Disclosure:

Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that it has not dealt with or has any knowledge of any real estate broker, agent or salesperson in connection with this Lease except as set forth in Section 1.1(s).

21.4 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.

21.5 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.

21.6 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 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 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, 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.

21.7 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.

21.8 Time:

Time is of the essence of this Lease.

21.9 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.

21.10 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(x).

21.11 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 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. Landlord warrants and represents that no "Hazardous Material" is currently present on the Premises. 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 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.

21.12 Covenants, Conditions and Restrictions:

Tenant's rights under this Lease are subject to any covenants, conditions and/or restrictions now or hereafter recorded against the Building Parcel and/or the real property on which the Premises are located.

Without limiting the generality of the foregoing, Tenant acknowledges receipt of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (the "CC&R's") recorded against the Building Parcel in the Clark County Recorder's Office on _____ in Book _____, as Instrument No. _____.

21.13 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.

21.14 Voluntary Programs:

It is understood and agreed that from time to time Landlord may institute certain programs for the Lab that Landlord believes will be in the best interest of the Lab. 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.

21.15 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.

21.16 Tenant Improvements/Equipment

In conjunction with Landlord's Work and inclusive in Tenant's monthly rent, Landlord has agreed to purchase and provide to Tenant certain equipment as set forth in Exhibit "J" (collectively, the "Equipment"). The Equipment shall be properly maintained, serviced, repaired, and replaced by Tenant, at Tenant's cost. Landlord shall retain title and all applicable warranties to the Equipment, which shall remain in the Premises beyond termination of this Lease, or unless the parties agree otherwise in writing. The parties agree to cooperate and act in good faith with respect to the Equipment, including Landlord assisting in warranty claims, if any.

21.17 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).

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

LANDLORD:

TENANT:

NEVADA HEALTH & BIOSCIENCE CORP.

UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA

By: _____

By: _____
Mason Van Houweling, CEO

EXHIBIT "A"
SITE PLAN
(See Attached)

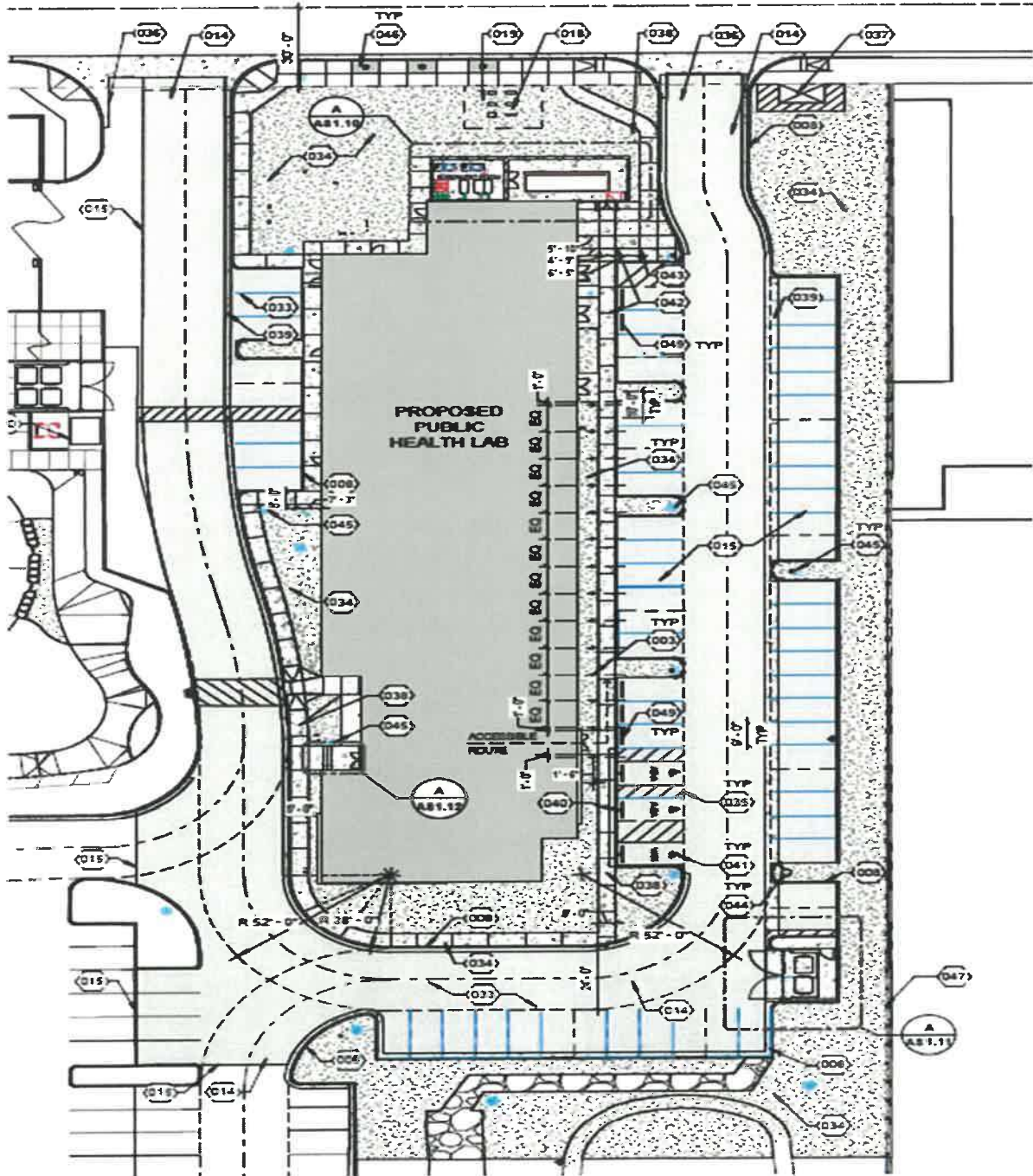


EXHIBIT "B"
LANDLORD'S WORK

- I. Construction Drawings
See Attached
- II. Description of Landlord's Work

GENERAL NOTES

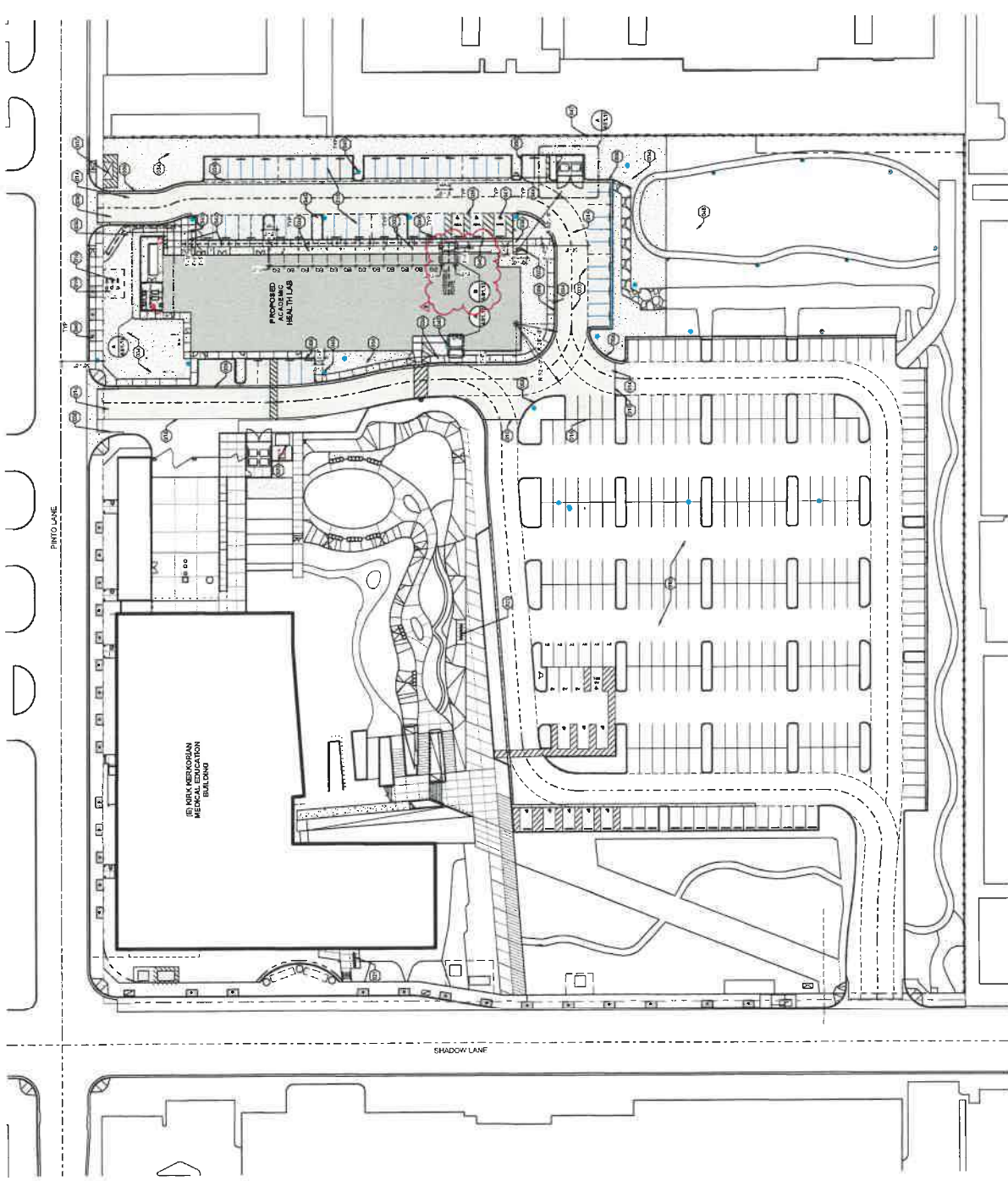
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LEGEND

- PAVED WALKWAY
- NEW ASPHALT
- NEW CONCRETE
- PERGOLÉ ACCESS
- LANDSCAPE STUMP
- NEW PAVED AREA, SEE TO CON AND LANDSCAPE DRAWING
- PROPERTY LINE
- FIRE HYDRANT

KEYNOTES

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DATE	06.12.2025
SCALE	AS.1.02
PROJECT	SNPAH LAB
CLIENT	NEVADA HEALTH AND BIOSCIENCE CORP
LOCATION	SHADOW LANE, LAS VEGAS, NV
DESIGNER	CRUPENTER SELLERS DEL GATTO ARCHITECTS
DATE	06.12.2025
SCALE	AS.1.02
PROJECT	SNPAH LAB
CLIENT	NEVADA HEALTH AND BIOSCIENCE CORP
LOCATION	SHADOW LANE, LAS VEGAS, NV
DESIGNER	CRUPENTER SELLERS DEL GATTO ARCHITECTS



NO.	DATE	DESCRIPTION
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CHARTERED SURVEYORS DEL. G. T. T. O. T. O.
 1800 S. SANDY SPRING AVENUE, SUITE 100, LAS VEGAS, NV 89106
 702.251.8888 • FAX: 702.251.8889 • WWW.CSASURVEYORS.COM

LEVEL 1 FLOOR PLAN
 SNPAH LABORATORY BUILDING
 1601 INTLO LANE
 LAS VEGAS, NV 89106

DATE:	05/13/2015
SCALE:	20'-0"=1'-0"
DESIGNER:	CSASURVEYORS
CHECKER:	CSASURVEYORS
PROJECT NO.:	A1.01

GENERAL NOTES

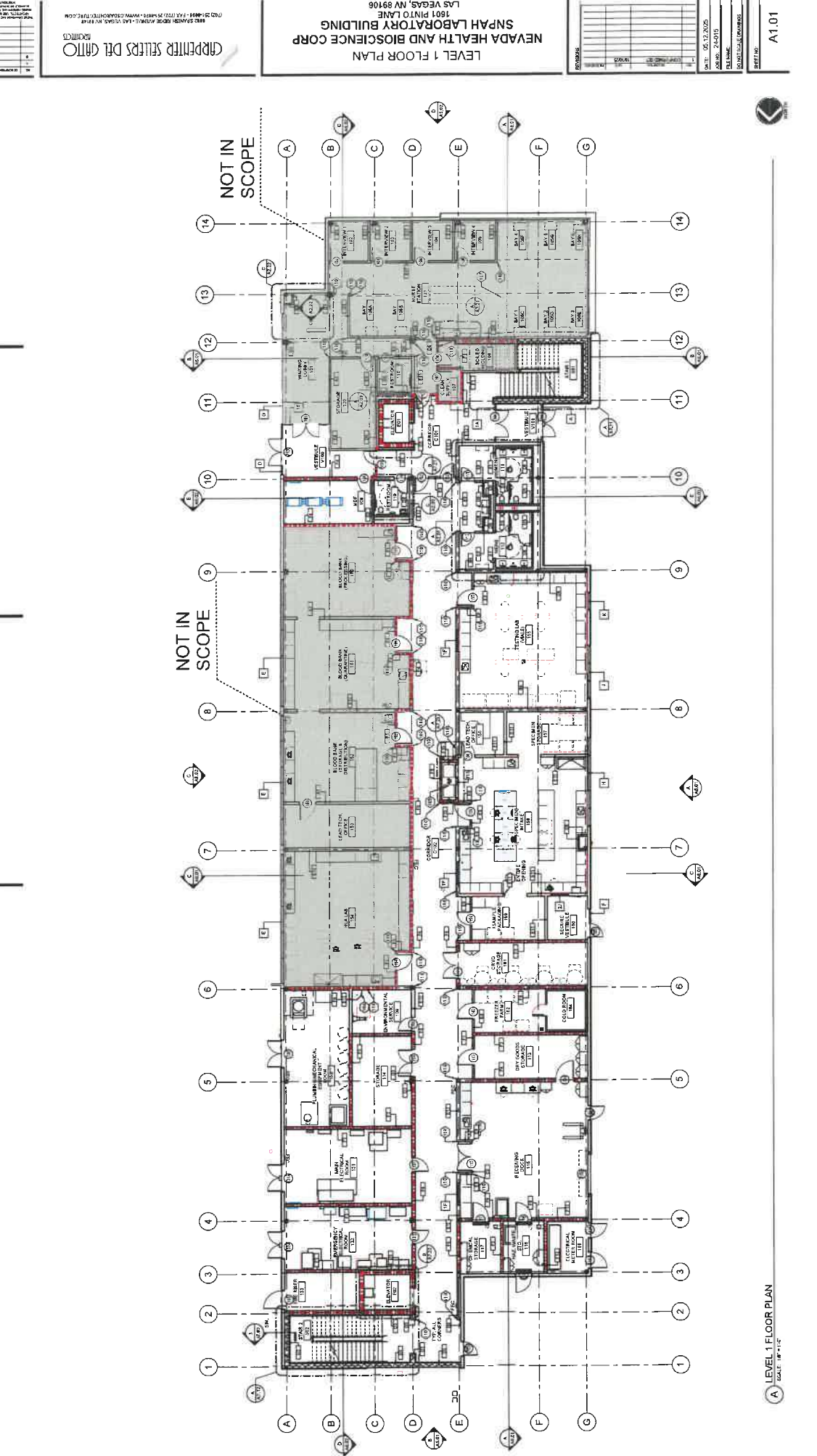
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- 1. FLOOR FINISH - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 2. WALL FINISH - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 3. CEILING FINISH - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 4. MECHANICAL EQUIPMENT - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 5. ELECTRICAL EQUIPMENT - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 6. PLUMBING EQUIPMENT - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 7. HVAC EQUIPMENT - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
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- 15. ELEVATOR SHAFT - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 16. STAIRS - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
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- 20. PLUMBING ROOM - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.

KEYNOTES

- 1. MECHANICAL ROOM - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 2. ELECTRICAL ROOM - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 3. PLUMBING ROOM - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
- 4. HVAC ROOM - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
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- 20. STAIRS - SEE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.



A LEVEL 1 FLOOR PLAN
 SCALE: 1/8"=1'-0"

EXHIBIT "C"
CAPITAL RESERVE EXPENDITURES

Service Category	Service Description
Conveyance	End of Life Elevator and Dumbwaiter Equipment
Conveyance	End of Life Elevator Finishes
Exterior Finishes	End of Life Exterior Paint and Finish Item Replacement or Refinishing
Fire/Life Safety	End of Life Required Replacement of Building Code Required Fire/Life Safety Systems
Interior Finishes	End of Life Interior Floors or Doors Replacement or Refinishing
Low-Voltage	End of Life Fiber Optic Backbone, Controls, Network and Switches that support Building Parcel systems including irrigation, building access, lighting, security cameras, and utility monitoring systems.
MEP	End of Life Central Building Mechanical, Electrical or Plumbing Equipment Replacement
Parking & Walkways	End of Life Hardscape, Paving or Walkway Replacement
Signage	Landlord Building Signage, Common Area, and Exterior Wayfinding Signage
Structural	End of Life Roof Replacement

EXHIBIT "D"
PERMITTED USES AND PROGRAM REQUIREMENTS

Essential Programs:

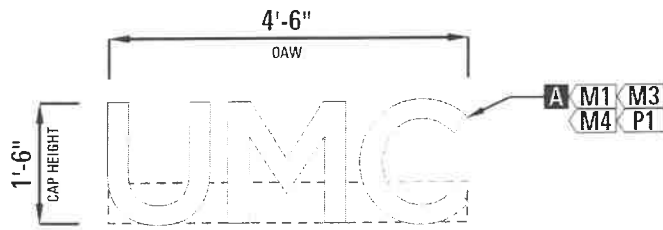
- Molecular testing including Multiple Panel testing
- Microbiology, virology, mycology, including identification and susceptibility
- Histocompatibility/Transplant Lab
- Drug Toxicology Testing
- Genetic testing
- TB testing

Tenant Criteria:

- Tenant shall provide non-exclusive, Tenant-coordinated educational, training, research, ~~or~~ and other relevant access to the Lab for KKSOM medical students and residents for existing and/or future residency programs and specialties relevant and appropriate for Lab access - including uses related to the future development of any residency programs in pathology, hematology/medical oncology, nephrology, infectious diseases, or other residency programs as applicable, pursuant to and in accordance with a valid Clinical Affiliation Agreement (or other agreement to allow such access) between Tenant and UNLV such that the Lab is a meaningful benefit to and support of their medical education. Such shall be coordinated by and in compliance with the Tenant's reasonable operational, management, and safety controls.

EXHIBIT "E"
TENANT'S PROPOSED SIGNAGE

Signage Exhibit

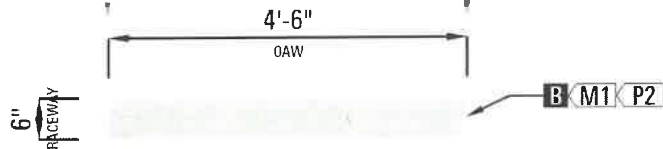


BG-8

Internally Illuminated S/F Wall Sign

Scale: 1/2" = 1'-0"

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BG-8

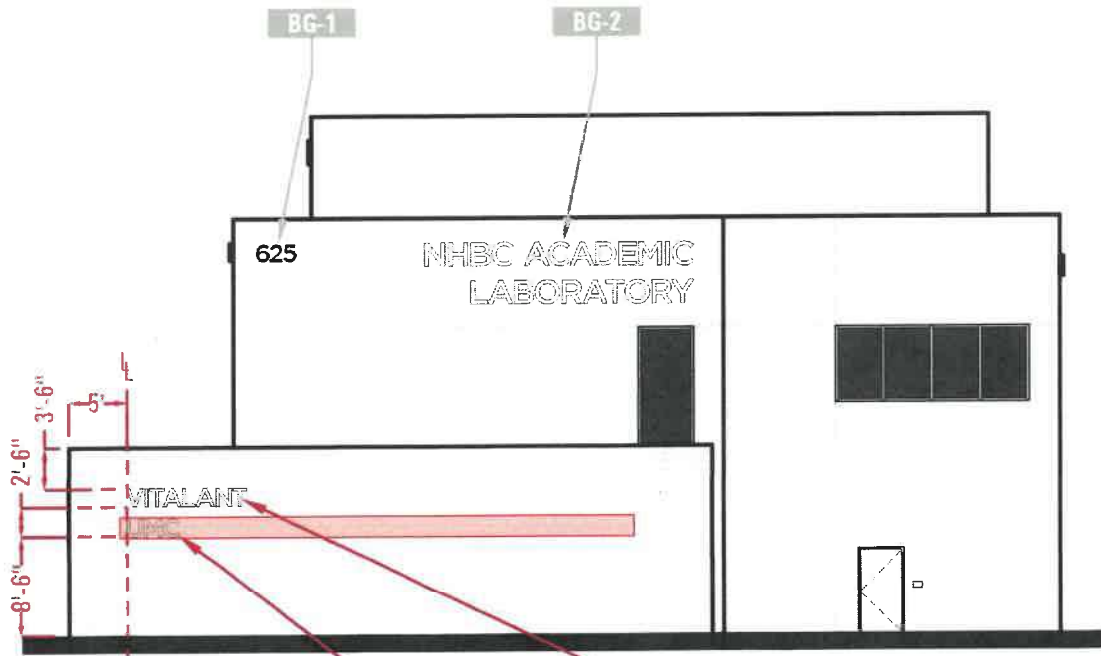
Mounting Raceway

Scale: 1/2" = 1'-0"

QTY: One (1) required

Max. Allowable Signage
Area = **66 SF**
(1.5' tall x 44' wide)

*Area in red represents signage area



North Elevation

Scale: 1:20

Signage Exhibit

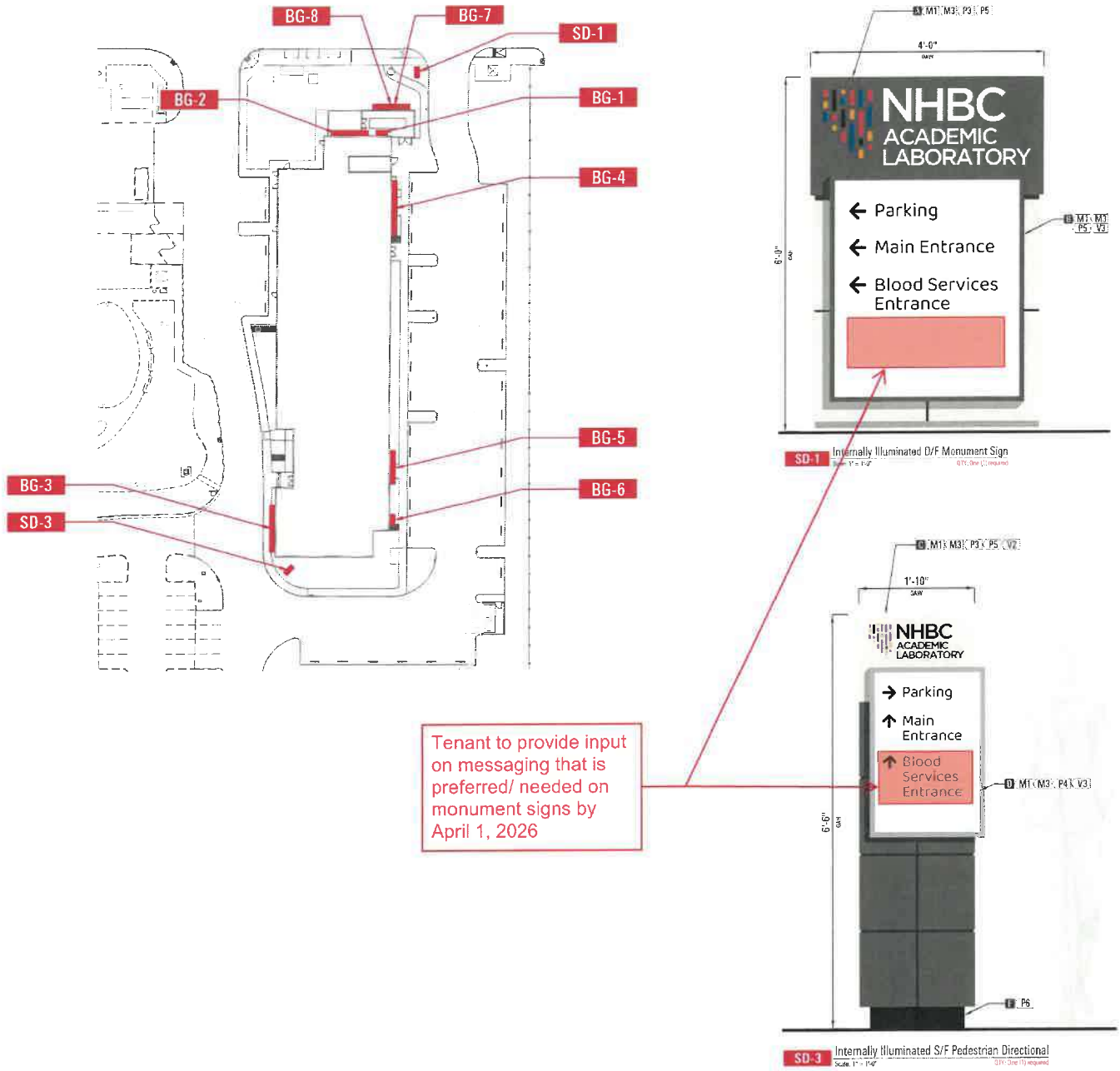


EXHIBIT F
DEMISING PLAN OF PREMISES

(which shall establish the floor area contained therein, sometimes referred to as "Floor Area.")

GENERAL INTERNAL NOTE – EXHIBITS MAY NEED TO BE UPDATED OR AMENDED AFTER EXECUTION FOR DESIGN CHANGES THAT AFFECT LEASE, I.E. HLA LAB AND SOME OTHER ITEMS. MAY WANT TO CONSIDER LANGUAGE TO THIS EFFECT IF POSSIBLE, AND SEE IF A MINOR AMENDMENT LIKE THIS COULD BE EXECUTED ADMINISTRATIVELY BY THE UMC CEO VS. HAVING TO GO BACK TO BCC OR OTHER GOVERNANCE BOARDS, FOR SIMPLICITY AND EFFICIENCY.

1:1000

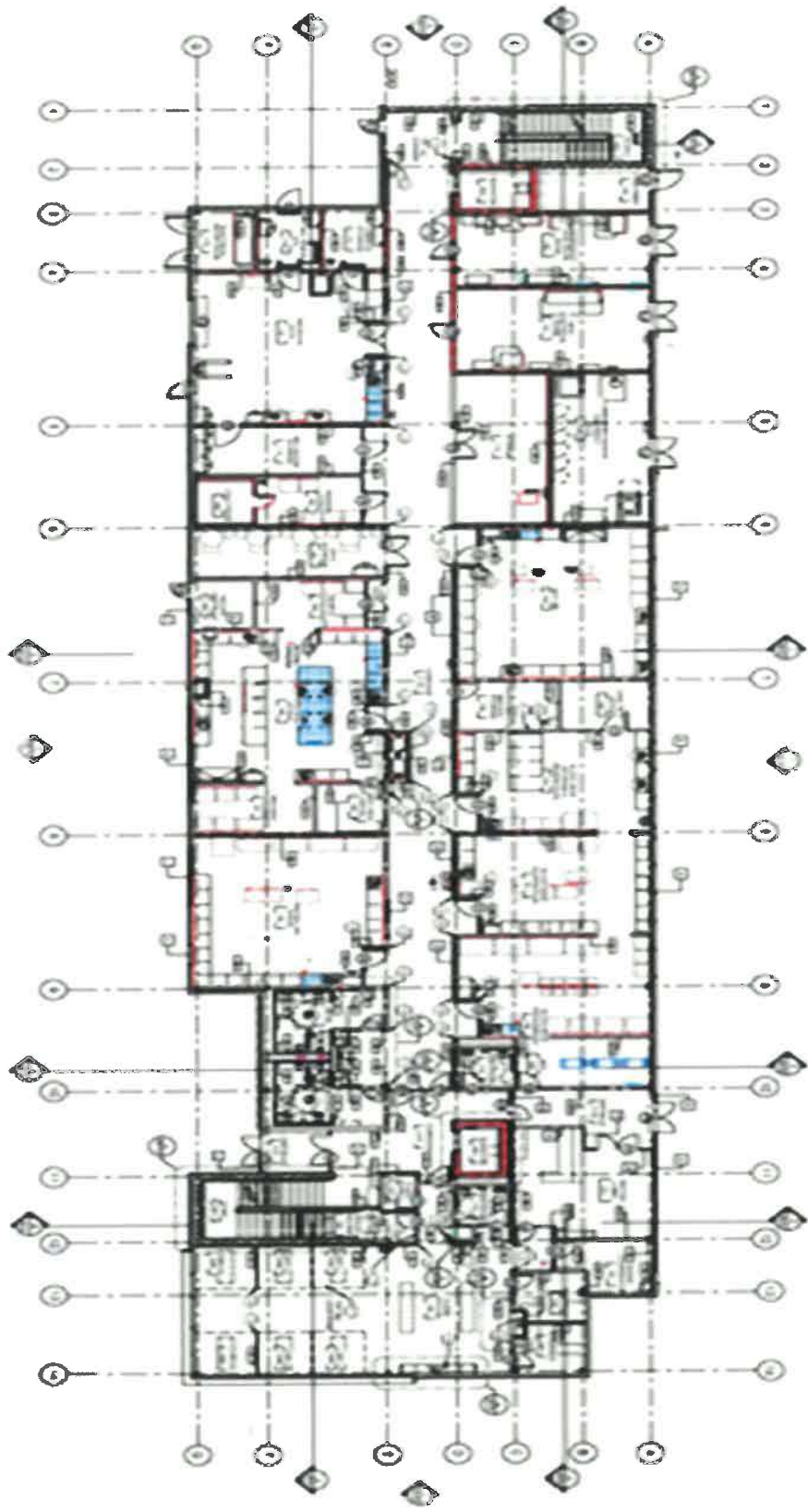


EXHIBIT G
TENANT'S MINIMUM STANDARDS

Maintenance and Operations Day-to-Day Stewardship

Tenant shall be responsible for the day-to-day upkeep and care of the Premises. This responsibility includes routine building maintenance, custodial services and care necessary to keep the facility clean, safe, and in good working order. Tenant's obligations include:

- Routine custodial services, porter services, suite door access, security, telecom, internet, interior lighting (including replacement of bulbs and ballasts), touch up and re-painting, and repair or replacement of ceiling tiles, interior finishes, wall coverings, plumbing fixtures, minor fixture leaks, maintain power load requirements, and other cosmetic items reasonably necessary to maintain the Premises in good order and appearance.
- All such work shall be performed in a manner consistent with industry-recognized standards, including but not limited to those published by APPA (Leadership in Educational Facilities), ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers), ASHE (American Society for Health Care Engineering), and NFPA (National Fire Protection Association), as applicable to the facility type and systems. Tenants shall comply with all applicable laws, codes, and regulations in carrying out these responsibilities.

Reporting and Documentation Responsibilities

Report deliverables are due to Landlord annually by September 1.

1. **Building Stewardship**
Tenant shall promptly report to Landlord any observed building maintenance issues, including but not limited to conditions related to the parking lot, landscaping, walkways, entry doors, elevators, common-area restrooms, building systems, leaks, or other major infrastructure items.
2. **Building and Parcel Work Orders**
Tenant shall utilize Landlord's established work-order management system and designated emergency telephone numbers to report all maintenance issues requiring Landlord attention.
3. **System Compliance Documents**
Tenant shall maintain current certifications, inspection reports, and service records for all regulated systems within the Premises, including conveyance systems, medical gas systems, and water treatment systems.
4. **Regulatory Compliance Documentation**
Tenant shall maintain documentation evidencing compliance with OSHA, EPA, and all other applicable federal, state, and local regulatory requirements, including records related to hazardous waste disposal, biohazard handling, and water quality reporting within the Premises.
5. **Premises Maintenance Records**
Tenant shall maintain corrective maintenance logs, custodial service documentation, and

equipment service records for all systems and services under Tenant's responsibility within the Premises.

6. Annual Report Deliverables

Tenant shall provide Landlord with an annual summary of work orders, maintenance activities, and all required regulatory records. These documents shall be used by Landlord to assess building conditions, compliance status, and potential capital renewal needs associated with the Premises.

7. Incident Reporting

Tenant shall immediately notify Landlord of any security breach, door malfunction, unauthorized access, vandalism, hazardous materials incident, or other significant event, followed by a written incident report or summary.

Building Security, Access, and Safety Requirements

Building Security

Tenants shall maintain the safety and security of the Building at all times. All occupants, staff, vendors, and visitors must comply with established access control procedures, including use of assigned access cards, visitor registration, and adherence to restricted-area protocols.

Security Cameras

The Landlord maintains security cameras on the exterior perimeter of the Building, at primary entry points, and within designated first-floor corridors and common areas. These cameras are intended to support building security, life-safety, and incident response and not for monitoring tenant workforce performance or internal personnel matters.

Camera footage is the property of the Landlord. Tenants may request footage only for legitimate safety, security, or incident-related purposes, and all requests must be submitted through the Landlord's designated process. Requests intended to monitor employee behavior, performance, or productivity will not be permitted.

The Landlord retains sole discretion regarding whether footage is released, consistent with applicable laws, privacy requirements, and data-retention policies. The Landlord is not obligated to maintain or provide footage beyond the standard retention period.

Tenants are prohibited from installing independent security cameras or recording devices in any interior or exterior building locations without prior written approval from the Landlord.

Doors and Access Points

To ensure the security of all occupants and the integrity of controlled laboratory environments, exterior doors, interior secure-access doors, and fire-rated doors shall not be propped open at any time unless approved in writing by Landlord for an authorized activity. Tenants are responsible for ensuring personnel, consultants, and vendors adhere strictly to this requirement.

Access Cards

Building access cards must be requested through the Landlord's work order management system. Standard processing may take up to five (5) business days. All access requests must be submitted by,

and will only be approved by, the Tenant's designated facility representative or other authorized designee identified in writing to the Landlord.

Lost, stolen, or damaged access cards must be reported immediately to the Landlord to ensure prompt deactivation and reissuance. Replacement fees may apply.

Access Card Audits

The Landlord will perform periodic audits of all active building access cards to ensure proper security and access control. Following each audit, the Landlord will provide the Tenant with a current list of access holders associated with Tenant's operations. Tenant must review the list and notify the Landlord in writing of any changes, discrepancies, or access removals **within thirty (30) days** of receipt.

Failure to respond within the required timeframe may result in temporary suspension of unverified access cards for security purposes.

Doorbells

An approved doorbell or entry notification system may be installed and maintained by Tenant for operational needs. All proposed doorbell systems, including wiring, installation methods, and equipment specifications, must be submitted to and approved by Landlord in advance. Installation shall not interfere with building systems, access control devices, life-safety equipment, or security operations.

Tenant is responsible for maintaining the doorbell system in good working order and for removing or restoring any associated equipment upon lease expiration, unless otherwise directed by Landlord.

Hazardous Materials and Waste Management

Tenants must properly secure, store, handle, and dispose of all hazardous materials and hazardous waste in accordance with:

- federal, state, and local regulations,
- OSHA laboratory safety requirements,
- applicable environmental health and safety (EHS) standards, and
- Building-specific procedures established by the Landlord.

Hazardous waste containers must be clearly labeled, kept closed when not actively use, and stored in designated, secure areas. Tenants shall ensure that all laboratory personnel are trained and that disposal is performed through approved waste management processes

Parking and Tenant Responsibility for Vehicles

Parking Use

Parking areas designated for Tenant use shall be utilized solely for the parking of operational motor vehicles. All Tenants, employees, contractors, and visitors must comply with posted signage, striping, and any access controls established by the Landlord.

Assigned and Reserved Stalls

If assigned or reserved parking stalls are allocated to Tenant, such stalls may only be used by Tenant's

authorized personnel. Tenants are responsible for ensuring that occupants and visitors do not park in other tenants' reserved stalls or in fire lanes, loading areas, or other restricted zones.

Vehicle Responsibility and Liability

Tenant is solely responsible for the security, condition, and contents of any vehicle owned, leased, or operated by Tenant or its employees, contractors, or visitors while parked on or adjacent to the Property. Landlord shall not be liable for any damage to or theft of vehicles or personal property within vehicles, including, but not limited to, vandalism, break-ins, collisions, weather-related damage, or towing.

Prohibited Actions

The following activities are strictly prohibited unless expressly authorized by Landlord:

- Overnight parking or vehicle storage (unless tenant is present)
- Repairs or maintenance of vehicles
- Parking of inoperable, unregistered, or oversized vehicles
- Parking in any area that impedes emergency access, delivery access, or building operations

Compliance and Enforcement

Tenant shall ensure that its employees, contractors, and visitors comply with all parking rules and posted requirements. Landlord reserves the right to enforce parking rules, including towing or citation of vehicles in violation, at the vehicle owner's expense.

APPA Level 2 Operations Guideline: Sample Custodial Checklist

Area / Item	What to Inspect	Frequency	Pass/Fail Criteria
Floors & base moldings	Cleanliness, shine/brightness; no buildup in corners or along walls	Daily / Several times per week	Shine/bright and clean; no buildup; minor dust okay
Vertical & horizontal surfaces	Dust, smudges, fingerprints, marks	Several times per week	Clean, some marks may be visible only upon close inspection
Restrooms / Showers	Tiles, fixtures, chrome, mirrors; odor; supplies stocked	Daily / multiple times per day	Clean, odor-free, supplies adequate
Trash / Waste containers	Emptying; clean; odor control	Daily or as needed	Empty, clean, odor-free
Glass / Doors / High-touch surfaces	Smudges, fingerprints, cleanliness	Daily to several times per week	Glass clean; visible marks removed
Carpets / Mats	Vacuumed; spot cleaned; walking lanes kept clean	Several times per week	Vacuumed; no obvious matting; spots removed

Walls / Partitions up to 6 ft	Spot clean marks / smudges	Several times per week	Walls spot cleaned; no obvious stains
Fixtures / Lighting	Working lights; clean fixtures	Weekly / monthly	All lights working; fixtures clean
Common Areas	Clean entryways, rails, desks, furniture	Daily to several times per week	Appearance clean and orderly; furniture dusted/wiped

EXHIBIT H

TENANT'S OBLIGATIONS AND LANDLORD'S OBLIGATIONS

Landlord's Obligations include the Common Areas, preventative maintenance and the following capital repairs and replacements:

Service Type	Service Description	Landlord	Tenant
Building Access	Card Readers, Locks	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Building Enclosure	Walls, Windows, EFIS, Waterproofing, Façade Systems	X	
Compliance	Perform annual third-party inspections for to meet OSHA and life and safety building compliance, monitor regulated sources to adhere to air quality requirements	X	
Custodial	Custodial: Cleaning, sanitizing, and maintaining the Premises, including trash receptacles, routine waste removal, recycling, and related custodial supplies.	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Electrical - Lighting	Lighting, bulbs, fixtures, ballasts, and controls	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Electrical	Electrical Distribution, Panels, Generators, Lighting, Wiring and Conduit, Emergency Exits	X	
Furniture, Fixtures, and Equipment (FF&E)	Provide, Maintain, Repair and Replace Furniture, Fixtures and Equipment		X

Fire and Life Safety	Fire Alarms, Sprinklers, Emergency Lighting, Fire Rated Doors, Fire Stopping	X	
Grounds	Grounds: Landscape, Rockscape, Irrigation	X	
Hazardous Waste	Manage property identification, handling, storage, packaging, treatment, transport, and disposal of all hazardous, biomedical, pharmaceutical, chemical, sharps, radioactive, or any other regulated waste generated within the Premises		X
HVAC	Heating and Cooling Systems	X	
Interior Finishes	Doors, Door Closers, ADA Hardware, Hinges, Doorstops, Windows, Partitions, Curtain Rails	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Interior Finishes	Redecorating, Maintenance and Repair of Painting, Window Coverings, and All Finishes	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Interior Finishes	Casework, Millwork, Fixed-Shelving, Counters, Lab Benches (within the Premises)		X
Interiors	Floor Repair and Upkeep: Carpet, Tile, Sealed Concrete, Thresholds Etc.	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Low-Voltage	Data Network Cabling, Racks, Equipment (main building infrastructure provided by Landlord: mechanical, electrical, and plumbing, fire systems, security, and door access)	X	

Low-Voltage	Data Network Cabling, Racks, Equipment Telephone Service, Internet, Installation, and Repairs		X (only that which is within or serves only the Premises)
Parking & Walkways - Exterior to Building	Porter Service, Repairs, Resurfacing, Striping, Drainage, ADA compliance	X	
Plumbing	Plumbing outside the Premises and shared by the Building	X	
Plumbing	Domestic Water, Filtration Systems, RO, Other (within the Premises)		X
Security	Security Cameras and Security Guards(exterior)	X (except for that which is within or serves only the Premises)	
Signage	Common Spaces, Building, Wayfinding, ADA and Other Signage	X	
Signage	Suites, Rooms, Building, ADA and Other Signage (Premises and Tenant exterior building sign)		X
Structural	Roof Inspections and Repair	X	
Utilities	Maintain master utility accounts for Water, Sewer, Gas, Electricity, Trash Removal	X (except for that which is within or serves only the Premises)	X
Other	Tenant shall furnish and pay for any deferred maintenance or capital renewal items or supplies not itemized in this table through rent.		X
Tenant Improvements	Additional Tenant Improvements or Renovations		X

EXHIBIT "I"

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 Premises or any portion thereof] 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 "J"

EQUIPMENT THAT LANDLORD MAY PROVIDE AS TENANT IMPROVEMENTS

The Equipment shall be properly maintained, inspected, serviced, repaired, and replaced by Tenant, as appropriate and at Tenant's cost. Tenant shall do so in compliance with: (1) applicable manufacturer's owner's manual and/or written recommendations; (2) any maintenance schedules or service bulletins issued by the manufacturer or its representatives; and (3) generally accepted industry standards for similar equipment and use. Tenant shall ensure that such are performed by qualified personnel in accordance with manufacturer specifications. Tenant shall not modify, alter, or misuse the Equipment in any manner that would void warranties, reduce the useful life of the Equipment, or cause the Equipment to operate outside manufacturer specifications. Tenant shall maintain written records of all inspections, maintenance, and repairs performed on the Equipment and shall provide copies of such records to Landlord monthly. Tenant shall promptly notify Landlord of any malfunction, damage, or condition requiring repair or replacement and shall take reasonable steps to prevent further damage until repairs are completed. Tenant shall enter into and maintain, at Tenant's expense, any preventative maintenance or service contracts reasonably required by Landlord or recommended by the manufacturer for the Equipment. If Tenant fails to properly maintain the Equipment after 14 days advanced written notice, Landlord may perform such maintenance or replace the same at Tenant's reasonable expense, to be paid as part of the following month's rent. Tenant shall not remove Equipment from the Premises. Tenant will coordinate with Landlord's reasonable inspections of the Equipment. The parties agree to cooperate and act in good faith with respect to the Equipment, including Landlord assisting in warranty claims, if any. Landlord shall retain title and all applicable warranties to the Equipment unless the parties agree otherwise in writing. Upon expiration or termination of the Lease, Tenant shall ensure that the Equipment is in good working condition, reasonable wear and tear excepted.

Equipment List

Item	Drawing Reference	Description	Owner Furnished	Comments
	Exhaust Equipment			
1	4' CFH/ACFH	4' Chem. Fume Hood	X	1 Molecular Lab
2	6' CFH/ACFH	6' Chem. Fume Hood	X	1 HLA Lab, 1 Specimen Intake, 1 MicroBiology Lab,
3	6A	Equip. Ceiling Exhaust	X	
4	6B	Thimble Exh. (Class II A2 BSC)	X	Per Plans
5	4' BSC	4' BioSafety Cab (Class II Type A2)	X	4 Molecular Lab (4 count) Tenant Provided during construction for commissioning
6	4' BSC (Exhaust Hood)	4' BioSafety Cab (Class II Type A2) Exhaust	X	(EXHAUST HOOD) 4 Molecular Lab (4 count)
7	6' BSC	6' BioSafety Cab (Class II Type A2)	X	1 HLA Lab, 1 Specimen Intake, 2 MicroBiology Lab, 2 TB Lab, 4 Stemcell Lab (10 count) Tenant Provided during construction for commissioning
8	6' BSC (Exhaust Hood)	6' BioSafety Cab (Class II Type A2) Exhaust	X	(EXHAUST HOOD) 1 HLA Lab, 1 Specimen Intake, 2 MicroBiology Lab, 2 TB Lab, 4 Stemcell Lab (10 count)
	HLA Equipment			

9	HLA-1	Luminex Microbead Array	X	EM. (2 count)
10	HLA-2	Luminex Map X for Typing I,II,III	X	EM. (2 count)
11	HLA-3	Flow Cytometer - FACSLYRIC	X	EM.- Vibration Sensitive (2 count)
12	HLA-4	Refrigerators	X	(2 count)
13	HLA-5	-20 freezers	X	(2 count)
14	HLA-6	-80 freezers	X	EM. (1 count)
15	Keynote 7	Water Purifier	X	(1 count)
Cryo Storage				
16	CS-1	Cryostorage Tank: 1536P-180	X	(3 Count) 1 future
17	CS-2	Liquid Nitro Storage Tank	X	(8 Count)
Specimen Intake				
18	SI-1	Refrigerator	X	(1 count)
19	SI-2	Freezer	X	EM.- (1 count)
20	SI-3	Refrigerator	X	EM.- (2 count)
21	SI-4	Freezer	X	EM.- (2 count)
22	SI-5	Centrifuge	X	(2 count)
Molecular Lab				
23	MO-1	Cepheid GeneXpert Infinity -80	X	EM.- (1 count)
24	MO-2	BSC (4' BSC) (Existing) DON'T DUPLICATE (noted at top)	X	LV only needed at (1) BSC in extract.; next to bench/sink- (4 count) (4) 4' BSC are UMC provided (existing); all elements should be contractor installed (4) 4' BSC's are now to be NEW - 03/05/2026
25	MO-2.1	BSC II-A2 Hood (4' BSC) DON'T DUPLICATE (noted at top)	X	LV only needed at (1) BSC in extract.; next to bench/sink- (4 count) Hood and thimble/canopy exhaust should be contractor installed
26	MO-3	Diasorin Liaison XL	X	EM.- (1 count)
27	MO-4	Begenius	X	(1 count)

28	MO-5	Refrigerator	X	(2 count)
29	MO-6	Freezer -20	X	(3 count)
30	MO-7	Abbott Alinity M	X	No drain needed, no water needed (2 count)
31	MO-8	Freezer -80	X	EM.- (1 count)
32	MO-9	Deli Refrigerator	X	(1 count)
MicroBiology & Virology				
33	M&V-0.1	Th.Fisher SureLock Tandem midi Gel Tank	X	(2 count)
34	M&V-0.2	Th.Fisher iBlot3 Western Blot Trfr System	X	(2 count)
35	M&V-0.3	Th.Fisher Bandmate Auto. Western Processor	X	(2 count)
36	M&V-0.4	Th.Fisher iBright FL 1500 Imaging system	X	(2 count)
37	M&V-1	Label Printer	X	(1 count)
38	M&V-1.1	Magnifying Glass	X	(1 count)
39	M&V-2	Laser Printer	X	(1 count)
40	M&V-3	Incubators Air	X	(1 count)
41	M&V-4	Incubators w/ 5% CO2	X	EM.- (2 count)
42	M&V-5	Walkaway Specimen Processor W/O Incub.	X	EM.- (1 count)
43	M&V-6	Freezer	X	EM.- (2 count)
44	M&V-6.1	Vortex	X	(6 count)
45	M&V-6.2	Compound Microscopes	X	(6 count)
46	M&V-6.3	Previ-Stainer and Cytocentrifuge	X	(1 count)
47	M&V-6.4	Slide Heaters	X	(2 count)
48	M&V-6.5	Uline Multi-lens Magnifier Lamp H-8789	X	(8 count)

49	M&V-6.6	MicroCentrifuge	X	{1 count}
50	M&V-7	Brucker-MALDITOF	X	EM.- (1 count)
51	M&V-8	BioFire Torch System modules	X	{8 count}
52	M&V-9	Cepheid DX System	X	{1 count}
53	M&V-10	Vitek 2 System	X	{1 count}
54	M&V-11	TF Sensi-Titre System	X	EM.- (1 count)
55	M&V-12	BACTEC FX	X	EM. (8 count)
56	M&V-12.1-8	Label Printer	X	{8 count}
	BSL-3 Suite - TB & Mycology Labs			
57	BSL3-1	BD BACTEC MGIT 960	X	EM.- (1 count)
58	BSL3-1.1	Printer	X	Printer/scanner Combo
59	BSL3-2	Microscope	X	{1 count}
60	BSL3-3	Refrigerator	X	EM.- {3 count}
61	BSL3-4	Air Incubator	X	{1 count}
62	BSL3-5	Flourescent Microscope	X	Added by UMC (1 count)
63	BSL3-6	Phase Contrast Microscope	X	Added by UMC (1 count)
64	BSL3-7	Multifuge XR4 Pro-Centrifuge	X	Added by UMC (1 count)
65	BSL3-7.1	EliTechGroup Aerospray Stainer/Cytocentrifuge	X	Added by UMC (1 count)
66	BSL3-7.2	Slide Heater (heat block)	X	Added by UMC (2 count)
67	BSL3-7.3	Uline Multi-lens Magnifier Lamp	X	Added by UMC (2 count)
68	BSL3-8	Air Inc. 42	X	EM.- (1 count)

69	BSL3-9	Air Inc. 37	X	EM.- (1 count)
70	BSL3-10	Bt Centrifuge	X	(1 count)
71	BSL3-11	Bt Incubator	X	(1 count)
72	BSL3-12	Maldi	X	(1 count)
73	BSL3-13	Sensititre	X	EM.- (1 count)
Drug Toxicology				
74	DT-1	Therm. Sci. Orbitrap Exploris GCMS	X	EM.- SAMHSA expansion needs a vent (2 count)
75	DT-2	LCMS	X	EM.- Needs a vent (2 count)
76	DT-3	Abbott Allinity ci	X	EM.- Needs a drain and water supply (2 count)
77	DT-4	Refrigerator for samples	X	(1 count)
78	DT-5	Freezer	X	(1 count)
79	DT-6	Water Polisher		(1 count)
Stem Cell Processing				
80	SCP-1	Sorval BP8 Centrifuge	X	(3 count)
81	SCP-2	Controlled Rate Freezer - Planar, PLC KYRO 75D	X	EM.- (2 count)
82	SCP-3	Blood Cell Separator, Biosafe SEPAX 2	X	(2 count)
83	SCP-4	Spectra Optia Apheresis sys. OR Cobe Processor 2991	X	(2 count)
Freezer Farm				
84	Dry Ice Bin	Dry Ice Bin	X	
85	-20 Degree Freezer	-20 Degree Freezer	X	(6) total (which need EM. Power)
DIVISION 12				
86	Water Purifier		X	(1 count)
87	-20 Freezer - OFCI		X	(7 in Freezer Farm)