

FOURTH AMENDMENT OF LEASE AND EXTENSION OF TERM

THIS FOURTH AMENDMENT OF LEASE AND EXTENSION OF TERM (“**Agreement**”) is made as of this ____ day of _____, 2023 (“**Effective Date**”), by and among the Richard and Joylin Vandenberg 1990 Living Trust dated June 22, 1990; and Mark Street Property, LLC, a Nevada limited liability company, successor in interest to the Shirley F. Swanson 1990 Trust and the Ruth C. Ferron Irrevocable Trust (collectively, the “**Landlord**”) and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a political subdivision of the State of Nevada (“**Tenant**”).

RECITALS

A. Landlord’s predecessor-in-interest (InterCapital Development Incorporated, a Nevada corporation) and Tenant entered into that certain Lease Agreement dated July 23, 1996, as amended by that certain Amendment One Lease Agreement dated March 4th, 2008, that certain Second Amendment of Lease and Extension of Term dated October 15th, 2013, and that certain Third Amendment of Lease and Extension of Term (collectively, the “**Lease**”) for the lease of certain premises (“**Premises**”), in the City of Henderson, County of Clark, State of Nevada, a property commonly referred to as 525 Marks Street, Henderson, Nevada, 89014 or Sunset Quick Care, all as more particularly set forth in the Lease.

B. Landlord and Tenant desire to extend the Lease Term and amend the Lease as set forth herein.

TERMS

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning given such terms in the Lease, unless otherwise defined in this Agreement.

2. **Effective Date.** The changes to this Lease shall commence on the Effective Date, unless another date is expressly provided.

3. **Lease Term.** Section 1.05 shall be changed as follows:

The Lease Term shall be extended for an additional five (5) year period and shall end on August 31, 2028.

4. **Base Rent.** Section 1.08 shall be changed to add the following:

Base Rent shall be payable at the times and in the amounts set forth herein:

YEAR	ANNUAL MINIMUM RENT	MONTHLY MINIMUM RENT/SF	MONTHLY MINIMUM RENT
9/1/18 – 8/31/23	\$265,542.84	\$2.60	\$22,128.57
9/1/23 – 8/31/28	\$292,097.12	\$2.86	\$24,341.43

5. **Insurance.** The minimum amount of Liability Insurance called for in Section 4.04(a) of the Lease shall be changed from ONE MILLION DOLLARS (\$1,000,000.00) to TWO MILLION DOLLARS (\$2,000,000.00). The insurance policies called for in Section 4.04 of the Lease may be purchased by Tenant directly as long as such policies are procured not less than fifteen (15) days prior to expiration of each policy and certificates of insurance identifying the Landlord entities as additional insureds are delivered to Landlord within ten (10) days of each such purchase.

6. **Option to Extend Lease Term.** Section 2.02 shall be replaced with the following:

- a. **Option to Extend Lease Term.** Providing that Tenant is not then in default of any of the terms and conditions of this Lease, Tenant shall have the option to extend the Lease Term for one (1) additional five (5) year period (the “**Option to Extend**”) on the same terms and conditions as contained herein except that the amount of Base Rent shall be increased to the then current Fair Market Rent, and further providing that Tenant notifies Landlord in writing of its exercise of the Option to Extend no earlier than twelve (12) months prior and no later than six (6) months prior to the end of the then current Term.
- b. **Determination of Fair Market Rent.** “**Fair Market Rent**” for the Option to Extend term shall be determined by Landlord, in its reasonable, good faith discretion based upon: (a) the base rental rates then being charged in the geographic location of the Premises; (b) for a lease term commencing on or about the commencement date of the extension term; and (c) taking into consideration any other relevant term or condition in making such evaluation, all as reasonably determined by Landlord.

7. **Option to Purchase.** Subject to the terms and provisions set forth below, effective as of September 1, 2026, Landlord/Seller hereby grants to Tenant/Buyer the exclusive right and option to purchase from Landlord/Seller the Premises (the “**Option to Purchase**”).

- a. **Notice of Exercise.** On a date (the “**Exercise Date**”) at any time after three years from the Effective Date of this Agreement and up to six (6) months prior to the expiration of the Term of this Lease, Tenant may exercise this Option to Purchase the Property by delivery to Landlord of a notice (the “**Notice of Exercise**”) in accordance with the notice provisions of this Lease.
- b. **Terms and Conditions.** The Notice of Exercise shall be accompanied by (i) Tenant’s proposed purchase price (“**Tenant Estimate**”), being the fair market value of the Property as of the Exercise Date, as determined in good faith by Tenant; and (ii) two copies of the form of purchase and sale agreement (the “**Purchase and Sale Agreement**”) appended hereto as Exhibit “A”, and signed by Tenant, with the Purchase Price left blank. Within ten (10) days of its receipt of the Notice of Exercise, the Landlord shall reply to the Notice of Exercise by written notice to

Tenant in accordance with the notice provisions of this Lease (the “**Reply Notice**”), accompanied by: (a) Landlord’s proposed purchase price, being the fair market value of the Property as determined in good faith by Landlord; and (b) one fully signed copy of the Purchase and Sale Agreement. No rent or other amounts payable to Landlord/Seller under this Lease shall be applied towards the Purchase Price. All rights and obligations of Tenant and Landlord with respect to Tenant’s purchase and sale of the Property other than the Purchase Price shall be as set forth in the Purchase and Sale Agreement, which when signed by Tenant and Landlord shall be a legally binding document, subject only to the mandatory process set forth herein for final determination of the Purchase Price.

- c. **Fair Market Value.** The Purchase Price shall be the fair market value (“**FMV**”) of the Property as of the Exercise Date, (i) as determined by agreement of the parties at any point prior to the Closing Date; or (ii) the value determined in accordance with the appraisal process set forth below.
- d. **Minor Difference.** If the Purchase Price specified in the Exercise Notice is not more than 5% greater than the Purchase Price specified in the Reply Notice, the Purchase Price shall be deemed to be the average of the two amounts.
- e. **First Negotiation Period.** If the FMV specified in the Reply Notice is more than 5% greater than the FMV specified in the Tenant Notice, Landlord and Tenant will promptly communicate with each other and present such further support for their respective positions as they wish to make available. They will continue to negotiate for a period of ten (10) days from the delivery of the Tenant Notice (the “**First Negotiation Period**”), attempting in good faith to resolve their differences.
- f. **Landlord Appraiser.** If Landlord and Tenant are unable to resolve their differences within the First Negotiation Period, then within ten (10) days of the expiration of the First Negotiation Period Landlord shall retain a licensed commercial real estate appraiser (“**Landlord’s Appraiser**”) who is experienced in determining FMV for a commercial property comparable to the Property in a comparable location. Landlord will pay any costs of Landlord Appraiser.
- g. **Tenant Appraiser.** Landlord shall deliver to Tenant the appraisal (the “**Landlord Appraisal**”) prepared by Landlord’s Appraiser within thirty (30) days of the expiration of the First Negotiation Period. Within forty (40) days of the expiration of the First Negotiation Period Tenant shall (i) accept the Purchase Price as determined by Landlord’s Appraiser; or (ii) reject the FMV as so determined and notify Landlord that Tenant will obtain a second appraisal. If Tenant rejects the determination of Landlord’s Appraiser, then within fifty (50) days of the expiration of the First Negotiation Period Tenant shall retain a licensed commercial real estate appraiser (“**Tenant Appraiser**”) who is experienced in determining FMV for a commercial property comparable to the Property in a comparable location. Unless mutually agreed by Landlord and Tenant, Tenant Appraiser shall not be given a copy of the Landlord Appraisal. Tenant will pay any costs of Tenant Appraiser.
- h. **Second Negotiation Period.** Tenant shall deliver to Landlord the appraisal prepared by Tenant Appraiser (the “**Tenant Appraisal**”) within sixty (60) days of the expiration of the First Negotiation Period. If the determination of FMV in the

Tenant Appraisal is 90% or more than that of the Landlord Appraisal, the Purchase Price shall be the average of the FMV determined by the two appraisals. If the determination of the FMV in the Tenant's Appraisal is less than 90% of that of the Landlord Appraisal, then within eighty (80) days of the expiration of the First Negotiation Period (the "**Second Negotiation Period**") Landlord and Tenant shall negotiate in good faith to resolve their differences and agree on a FMV.

- i. **Third Appraiser.** If Landlord and Tenant are not able to resolve their differences within eighty (80) days of the expiration of the First Negotiation Period, Landlord shall retain a third licensed commercial real estate appraiser (the "**Third Appraiser**") who is experienced in determining FMV of a comparable building in a comparable location. Unless mutually agreed by Landlord and Tenant, the Third Appraiser shall not be given a copy of either the Landlord Appraisal or the Tenant Appraisal. Landlord and Tenant will each pay 50% of any costs of Third Appraiser.
- j. **Third Appraisal.** The Third Appraiser shall deliver its appraisal ("**Third Appraisal**") to Landlord and Tenant within one hundred (100) days of the expiration of the First Negotiation Period. Within one hundred ten (110) days of the termination of the First Negotiation Period, Landlord and Tenant shall negotiate in good faith to resolve their differences. If they are unable to resolve their differences, then the Purchase Price shall be deemed to be average of the two appraisals which are closest in amount.
- k. **Sole and Exclusive Process.** Landlord and Tenant agree that the appraisal process set forth in this Section is the sole and exclusive process pursuant to which the Purchase Price shall be determined, and neither shall seek a remedy under any other provision of this Lease or at law unless the other party has failed to comply with the requirements of this Section.
- l. **Delays.** If for any reason the appraisal process set forth in this Section is not concluded within one hundred twenty (120) days of the Exercise Date prior to the end of the then current Term of the Lease, this Lease shall not terminate but shall continue in effect under the existing terms until the Purchase Price is determined.
- m. Each party shall cooperate with the other in connection with any 1031 tax deferred exchange that the other party desires to accomplish as part of the purchase and sale transaction contemplated hereunder, provided that (i) no party shall be obligated to take title to any other property, (ii) the Closing shall not be extended as a result thereof unless such extension is agreed to by both parties, in their sole and absolute discretion, and (iii) no party shall be obligated to incur any material cost or expense in connection with the other party's 1031 exchange.
- n. Tenant/Buyer expressly agrees and acknowledges that, as the tenant of the Premises, it will be fully familiar with the condition of the Premises as of the date of its delivery of the Notice of Exercise, and that the Premises shall be sold by Landlord/Seller "AS IS" and "WHERE IS" with all faults, and without representation or warranty by Landlord/Seller or any other person. Tenant/Buyer shall have the right to undertake a physical inspection of the Premises and a Phase I Environmental Site Assessment, at its sole cost and expense, prior to delivery of

the Notice of Exercise if it desires. Tenant/Buyer shall be deemed to have satisfied itself with respect to all matters.

- o. Any requested changes by Landlord/Seller to the Purchase and Sale Agreement attached to this Agreement shall be subject to final approval by Tenant/Buyer's Board of Hospital Trustees.

p. **Default.**

- i. If either Landlord or Tenant shall default in the performance of their obligations under this Option to Purchase prior to the execution of the Purchase and Sale Agreement, the non-defaulting party shall have the rights and remedies set forth in this Lease.
- ii. If either Landlord or Tenant shall default in its obligations under the Purchase and Sale Agreement, the non-defaulting party shall have the rights and remedies set forth in the Purchase and Sale Agreement.
- iii. In the event of (i) or (ii) above, the defaulting party shall reimburse the non-defaulting party for any costs and expenses incurred in the exercise of this Option to Purchase.
- iv. If Tenant delivers the Exercise Notice and thereafter fails to close on the purchase of the Property for any reason other than failure of a condition of closing pursuant to the Purchase and Sale Agreement, then, notwithstanding any other provision herein or in the Purchase and Sale Agreement, Landlord may not terminate this Lease because of Tenant's failure to close, provided that Tenant has and continues to perform all of its other obligations under this Lease. In this event Tenant's Option to Purchase the Property as set forth herein will be deemed terminated.

8. **No Offer.** This Agreement shall be effective only, and is expressly conditioned, upon the execution of this Agreement by Landlord and Tenant.

9. **Effect.** Except as expressly modified by this Agreement, the Lease shall remain unchanged and in full force and effect.

10. **Successors.** The provisions of this Agreement, to include all amendments, shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

LANDLORD:

Richard and Joylin Vandenberg 1990 Living Trust dated June 22, 1990, Joylin J. Vandenberg, Richard P. Vandenberg and Susan Vandenberg Bolton, Co-Trustees

By: _____
Name: Joylin J. Vandenberg
Its: Co-Trustee _____

By: _____
Name: Richard P. Vandenberg
Its: Co-Trustee _____

By:
Name: Susan Vandenberg Bolton
Its: Co-Trustee _____

Mark Street Property, LLC, a Nevada limited liability company

By: _____
Name: Larry W. Swanson
Its: Manager _____

TENANT:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a political subdivision of the State of Nevada

By: _____
Name: _____
Its: _____

EXHIBIT “A”

Purchase and Sale Agreement