

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: <u>Quail Pine, LLC</u>						
(Include d.b.a., if applicable)						
Street Address: <u>7490 W. Sahara Ave.</u>			Website: <u> </u>			
City, State and Zip Code: <u>Las Vegas, NV 89117</u>			POC Name: <u> </u>			
Telephone No: <u>702 448-0333</u>			Email: <u> </u>			
Nevada Local Street Address: <u> </u>			Fax No: <u>702 838-1303</u>			
(If different from above)			Website: <u> </u>			
City, State and Zip Code: <u> </u>			Local Fax No: <u> </u>			
Local Telephone No: <u> </u>			Local POC Name: <u> </u>			
			Email: <u> </u>			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>Charlotte Knudsen</u>	<u>Shareholder</u>	<u>20</u>
<u>Martin Braudot</u>	<u>"</u>	<u>23</u>
<u>Marvin Stanger</u>	<u>"</u>	<u>20</u>
<u>Russell Armstrong</u>	<u>"</u>	<u>18</u>
<u>Adam Lybbert</u>	<u>"</u>	<u>18</u>

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

☐ Yes ☒ No

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

☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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

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

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

Signature <u>[Signature]</u> Title <u>Manager</u>	Print Name <u>Adam Lybbert</u> Date <u>3/19/21</u>
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LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

LEASE AGREEMENT
BETWEEN
QUAIL PINE, LLC.
AND
CLARK COUNTY

This Lease is made and entered into this 11 day of January, 2021, by and between QUAIL PINE, LLC., a Nevada limited liability company (hereinafter "Lessor"), and CLARK COUNTY, a political subdivision of the State of Nevada (hereinafter "County"), individually known as "Party" and collectively known as "the Parties".

WITNESSETH:

This Lease is made upon the following terms, conditions and covenants, to which the Parties agree:

1. Premises.

Lessor hereby leases to County, and County hereby leases from Lessor those certain premises (the "Premises") described as follows:

Approximately 1,664 square feet of existing office space located at 501 South Rancho Drive, Suite D-21, Las Vegas, Nevada, as depicted on Exhibit "A", attached hereto and incorporated herein by reference.

2. Term.

2.1 The term of this Lease shall commence on the date in which Tenant Improvements have been completed and Lessor provides County with a written copy of the Certificate of Completion issued by the City of Las Vegas ("Commencement Date") and shall terminate on June 30th, 2026 unless terminated earlier pursuant to Section 4 herein below.

2.2 County may, at its option, extend this Lease for five (5) additional one (1) year periods under the same terms and conditions of the original Lease. County will notify the Lessor at least sixty (60) days prior to the end of the Lease term and any of the option periods, of its desire to exercise the option to extend.

3. Purpose.

3.1 County agrees to use and occupy the Premises during the term of this Lease for office purposes, and for no other purpose or purposes without the written consent of Lessor. County shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other lessees or occupants.

LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

4. County's Budgetary Limits and Fiscal Fund Out.

4.1 The County, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require County to budget annually for its expenses and which prohibit County from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All County's financial obligations under this Lease are subject to those statutory requirements and subparagraphs 4.2 and 4.3 below (hereinafter "Fund Out Clause").

4.2 Notwithstanding the monetary obligations of this Lease, the total amount of County's payment obligations hereunder for any fiscal year shall not exceed the amounts that County has appropriated for rent, maintenance of space and related liabilities for the Department of Social Services grant funded Step Up 2.0 program by and through "Ending the HIV Epidemic" grant funding. County 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 County's using department or General Services staff shall take all appropriate actions to obtain funding for each fiscal year to satisfy County's financial obligations under this Lease.

4.3 Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and County's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the County's governing body fails to appropriate monies for the ensuing year for the payment of all amounts which will then become due.

5. Monthly Rental Amount.

5.1 Subject to the Fund Out Clause and except as provided below, County agrees to pay, on the first day of each calendar month, the monthly rental amount of TWO THOUSAND FIVE HUNDRED SEVENTY-NINE DOLLARS AND 20/100 DOLLARS (\$2,579.20) (or \$1.55 per square foot). For the first year and increasing three percent (3%) per year for each subsequent year, as shown in Table 1 below.

5.2 The base rent set forth in subparagraph 5.1 will be escalated annually beginning on the first anniversary of the Commencement Date and each subsequent anniversary during the initial term as follows:

PERIOD	SQFT	RENT PER SQFT	MONTHLY RENT	YEARLY RENT
Commencement Date - May 31 st , 2022	1,664	\$1.55	\$2,579.20	PRORATED
June 1 st , 2022 - May 31 st , 2023	1,664	\$1.60	\$2,662.40	\$31,948.80
June 1 st , 2023 - May 31 st , 2024	1,664	\$1.65	\$2,745.60	\$32,947.20
June 1 st , 2024 - May 31 st , 2025	1,664	\$1.70	\$2,828.80	\$33,945.60
June 1 st , 2025 - May 31 st , 2026	1,664	\$1.75	\$2,912.00	\$34,944.00

LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

5.3 If the County elects to exercise its option to extend this Lease for any additional period after the expiration of the initial term, as provided in subparagraph 2.2 above, County agrees to pay, during the extended terms, subject to the Fund Out Clause, the monthly rental amount as follows:

PERIOD	SQFT	RENT PER SQFT	MONTHLY RENT	YEARLY RENT
June 1 st , 2026 - May 31 st , 2027	1,664	\$1.80	\$2,995.20	\$35,942.40
June 1 st , 2027 - May 31 st , 2028	1,664	\$1.85	\$3,078.40	\$36,940.80
June 1 st , 2028 - May 31 st , 2029	1,664	\$1.91	\$3,178.24	\$38,138.88
June 1 st , 2029 - May 31 st , 2030	1,664	\$1.97	\$3,278.08	\$39,336.96
June 1 st , 2030 - May 31 st , 2031	1,664	\$2.03	\$3,377.92	\$40,535.04

Lessor may terminate this lease at any time after the initial term with twelve (12) months written notice to Lessee.

5.4 In the event the term of this Lease commences other than on the first day of a calendar month, or if the termination date is not the last day of a month, a prorated monthly amount shall be paid for the fractional month during which this Lease commences and/or terminates. Payment of rent shall be made by County to Lessor at the address listed in paragraph 16 below. At the beginning of each month, Lessor shall bill the County at the following address:

Clark County Social Service

Attn: Donna Washington

1600 Pinto Lane

Las Vegas, NV 89106

6. Security Deposit.

Lessor hereby waives payment of any security deposit.

7. Utilities and Services.

7.1 Lessor shall provide, at no additional cost to County, the following utilities and services: normal trash removal.

7.2 Lessor shall provide to County, at an additional flat rate cost of ONE HUNDRED FIVE AND NO/100 DOLLARS (\$105.00) per month, water and sewer service.

LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

7.2 For any utilities or services not enumerated above in subparagraph 7.1 and 7.2, County shall subscribe to or arrange for and pay directly for such services to the appropriate public utility or other provider, subject to the Fund Out Clause. The County Department of Social Services or the County user department shall be responsible for the payment of electricity, janitorial services, pest control services, alarm, phone or internet services.

8. Alterations, Additions or Improvements to Premises.

8.1 County shall not, without Lessor's prior written consent, make any alterations, additions or improvements to or on the Premises.

8.2 Tenant Improvements shall be the obligation of the Lessor at its sole cost and expense as per the attached Exhibit "B". Lessor is to complete the Tenant Improvements and receive a Certificate of Completion issued by the City of Las Vegas for the County's tenancy. Lessor will provide County with a written copy of the Certificate of Completion prior to County taking possession and occupying the Premises. Any obligations of County pursuant to this Lease shall not commence until Lessor has complied with this subparagraph 8.2.

8.3 Lessor consents to County Tenant Improvements listed in Exhibit "C" at County's sole expense.

8.4 At Lease expiration, any items installed by the County can be removed by the County at their sole discretion. Any items not removed shall be considered abandoned.

9. Repairs and Maintenance.

9.1 County, at its sole expense, subject to the Fund Out Clause, shall repair and maintain all equipment and trade fixtures furnished by County, in good, safe and sanitary condition, and shall have no obligation to repair those portions of the Lessor's Property and Premises which Lessor is obligated to or agrees to maintain and repair as set forth in subsection 9.2 below.

9.2 Lessor shall, at its sole expense, repair and maintain the building and Premises, including the heating and air conditioning equipment, interior and exterior walls, exterior roof, cement-embedded or sub-surface accessible and non-accessible plumbing serving the Premises, sidewalks, driveways, landscaping and parking lots, fixtures and appurtenances furnished by Lessor under this Lease, in good repair and tenable condition, except that County shall reimburse Lessor, subject to the Fund Out Clause and NRS Chapter 41, for any costs incurred by Lessor in repair and maintenance of damage to said portions caused by the intentional or negligent acts of County, its officers, or employees. Lessor shall use its best efforts to balance the HVAC vents/system to produce non-fluctuating temperatures in the Premises and individual offices. Lessor shall also be responsible for compliance with current fire department regulations, inspections, maintenance of fire-suppression facilities and applicable fees, all applicable federal, state, and local law and ordinances.

LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

9.3 Lessor shall not be liable to County for any damage, injury, or expense incurred by County that is caused by Lessor's failure to repair or maintain the portions of the Premises described in subparagraph 9.2 hereinabove, unless County has given Lessor written notice of the need to repair said portions and Lessor has failed to make said repairs within thirty (30) days after receiving written notice. Should Lessor fail to perform its maintenance and repair responsibilities within said period, County may, but is not obligated to, provide maintenance and make repairs thereon and thereto which it deems necessary in the sole discretion of the Director of the Clark County Department of Real Property Management (hereinafter "Director"), charging the same to the expense of Lessor. In case of an emergency, County is not obligated to give Lessor notice and may provide such maintenance and repairs as County deems necessary, charging the actual cost thereof to the expense of Lessor. An event which constitutes an emergency shall be determined solely in the discretion of the Director. Any maintenance or repair expenses paid by the County may be either charged to Lessor or deducted from County's rental payment at the County's option.

9.4 In the event the Lessor fails to perform any service, to provide any item, to provide repairs or maintenance as provided in subparagraphs 9.2 and 9.3 hereinabove, or to provide any requirement of this Lease, County may perform the service, provide the item, make the repair, provide the maintenance or meet the requirement, either directly or through a contract. County shall deduct any costs incurred for such services or items, including administrative costs, from the rental payments.

10. County's Liability Insurance.

County is self-insured and shall provide Lessor with proof of County's coverage, if requested by Lessor, upon approval of this Lease by County's governing board.

11. Parking Space(s).

At no additional cost to County, Lessor shall provide six (6) unreserved open parking spaces and one (1) reserved covered parking stall, adjacent to the Premises for County visitors and employees.

12. Rules and Regulations.

County shall, to the extent it has the legal authority to do so, and subject to the Fund Out Clause, comply with the reasonable rules and regulations adopted by Lessor from time to time and all modifications or any additions thereto from time to time put into effect by Lessor.

13. Destruction of Premises.

If the Lessor's Property or the Premises are partially or totally destroyed by fire or other casualty so that the Premises are untenable as determined by County, the County may terminate this Lease upon fifteen (15) calendar days written notice to the Lessor and no further payments of further rental shall be due hereunder.

LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

14. Amendment or Modification.

This Lease constitutes the entire agreement between the Parties and may be amended or modified only with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto, and approved by the County's governing board.

15. Assignment or Sublease.

15.1 In the event Lessor sells or refinances the Lessor's Property, the Director or his designee shall have the authority and discretion, on behalf of the County, to consent to any assignment, and to execute subordination and attornment agreements, estoppel certificates and other documents as requested by Lessor related to change of ownership or financing.

15.2 County shall not sublet the whole or any part of the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld.

16. Notices.

Any notice required to be given hereunder shall be deemed effective when received by the Party to whom it is directed. All such notices shall be in writing and may be delivered in person by one Party to the other Party at the Premises, or may be sent by certified mail, return receipt requested, to the other Party at its respective address set forth below, or to such other address as may hereafter be designated by either Party in writing:

Lessor: Quail Pine, LLC
7490 West Sahara Avenue
Las Vegas, Nevada 89117

County: Clark County Real Property Management
Attn: Director
500 S. Grand Central Parkway, 4th Floor
P.O. Box 551825
Las Vegas, NV 89155-1825

17. Nevada Law.

The validity, construction, interpretation and effect of this Lease shall be governed by the laws of the State of Nevada, and any dispute or legal proceeding is subject to the jurisdiction of the State courts in the State of Nevada.

LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

18. Covenant of Quiet Enjoyment.

Lessor represents that if County performs all its obligations under this Lease, County shall have and enjoy throughout the term of this Lease the quiet and undisturbed enjoyment of the Premises.

19. Prior Approval of County's Governing Board.

This Lease is contingent upon prior approval by the Clark County Board of Commissioners and is not binding upon the Parties hereto or effective until such approval has been obtained.

20. Liability of County and Lessor.

20.1 Lessor shall not be liable to County for any damage to County's property, or for damage or injury to persons or property arising under this Lease, except Lessor shall be liable to County as provided in subparagraph 9.3 hereinabove, and for damage or injury to County resulting from negligent or intentional acts or omissions of the Lessor or its authorized representative arising under this Lease.

20.2 County shall not be liable to Lessor for any damage to Lessor's Property, or for damages to persons or property arising under this Lease, except County shall be liable to Lessor as provided in subparagraph 9.2 hereinabove, and for damage or injury to Lessor resulting from negligent or intentional acts or omissions of County, its officers and employees arising under this Lease, subject to the Fund Out Clause and NRS Chapter 41.

21. Structural Compliance with the Americans with Disabilities Act.

Lessor shall be responsible to guarantee that the Premises are structurally compliant with the Americans with Disabilities Act (ADA), within sixty (60) calendar days of the Commencement Date of this Lease. In the event that any required structural changes are not made within that time to bring the Premises into compliance with the ADA, the County shall make such changes as to comply with the ADA, and shall deduct the cost of those changes from rent payments until the County is reimbursed in full for the cost of said changes. The County may decide, in its sole discretion, that the expense of making the structural change required by the ADA exceeds its rental payment obligation and then may, subject to Section 8, exercise the option to either make the required structural changes and bill the Lessor for the work performed or to immediately terminate this Lease thereby extinguishing the County's liability and payment obligations hereunder.

22. Third Party Beneficiary

This Lease is not intended to create any rights, powers or interest in any third party; and this Lease is entered into for the exclusive benefit of the undersigned Parties.

LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

23. Authority.

Each Party warrants and certifies to the other that the person signing this Lease on behalf of such Party is duly authorized to execute and deliver this Lease and to legally bind the Party on whose behalf this Lease is signed to all of the terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

County:
CLARK COUNTY

By _____
Lisa Kremer, Director
Real Property Management

Lessor:
QUAIL PINE, LLC

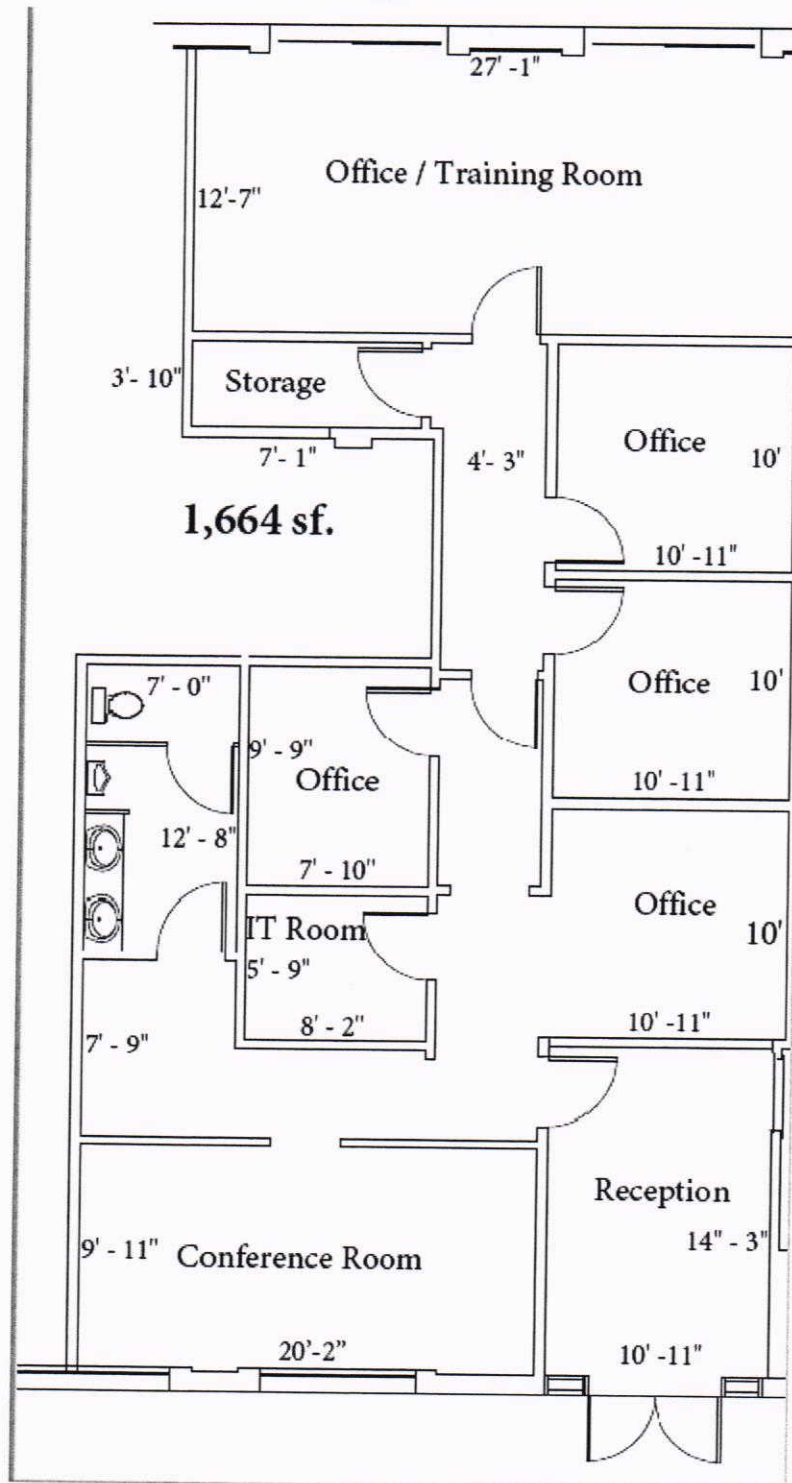
By _____
Print: Adam Lybent
Its Manager

Approved as to form:

Mary-Anne Miller, County Counsel

LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

Exhibit A
Page 2 of 2



LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

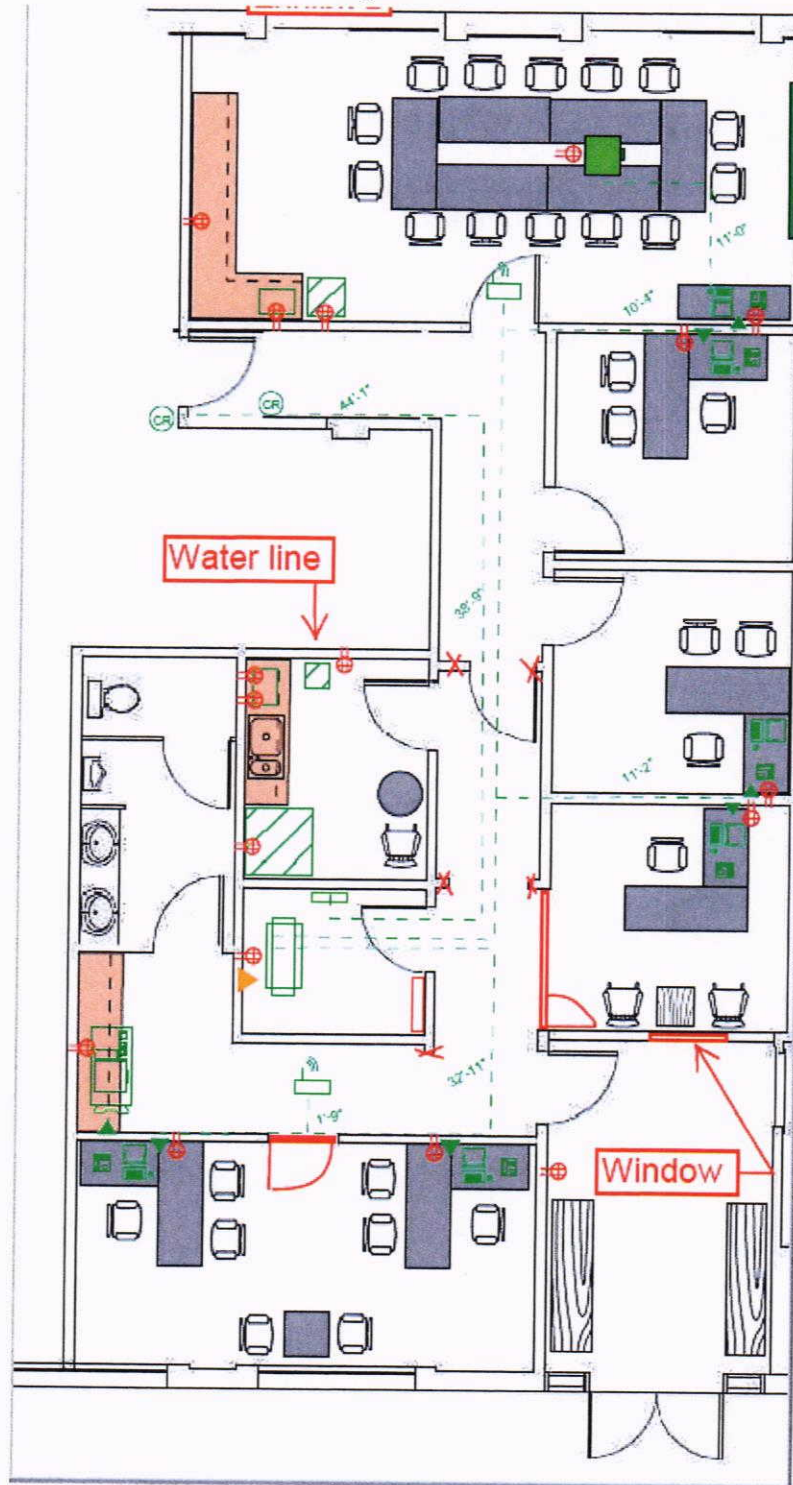
Exhibit B

Page 1 of 2

1. Lessor to provide County with a copy of a hazardous materials (asbestos) report for this suite.
2. Lessor to create a new lockable door between Suites D-21 to D-22 through the storage room. Remove the existing door and making it a hallway.
3. Lessor to remove all existing door protrusions in common hallways.
4. Lessor to verify if demising wall between Suite D-21 and adjacent Suite D-20 goes all the way to the bottom of the roof deck and if not then install the remaining portion of the wall to demise the space for security.
5. Lessor shall use its best efforts to balance HVAC vents/system to produce non-fluctuating temperatures in the Premises and individual offices.
6. Lessor to clean all duct work and air vents/registers.
7. Lessor to replace existing thermostats with new digital thermostats
8. Lessor to install new doors in all areas indicated on the floor plan, patch and paint all walls and install new flooring throughout the suite per Lessor's building standards matching the same as installed in Suite D-22.
9. Lessor to allow Social Service to select wall paint color and floor type/color (carpet and tile).
10. Lessor to install all new vertical window blinds to cover all windows and doors in the front and back of the suite along with the check-in window in the reception lobby. Tenant to select color.
11. Lessor to convert the reception area to an office with floor to ceiling walls, door and a reception window. The reception window between the office/reception and lobby to be replaced with a regular house window that slides open left to right or right to left.
12. Lessor to install a new water line for a water dispenser in the breakroom room as indicated on the floor plan to be provided.
13. Lessor to install new upper and lower cabinets with a countertop in the Office/Training Room.
14. Lessor to install electrical outlets in the Office/Training Room for a tabletop microwave, refrigerator, projector, and workstation per Social Service layout.
15. Lessor to install new commercial grade toilet in the restroom.
16. Lessor to install new commercial grade urinal in the restroom.
17. Lessor to renovate restroom for ADA compliance.
18. Lessor to convert office to a new breakroom to same standard as in Suite D-22 to include new upper and lower cabinets with sink, garbage disposal & countertop, two (2) – two (2) prong electrical outlets for countertop appliances, electrical outlet for refrigerator.
19. Lessor to install upper cabinets and an electrical outlet in niche next to restroom to allow for placement of a copier underneath the upper cabinets
20. Lessor to tap into existing ductwork and add a register to cool the IT Room.
21. Lessor to install all electric outlets and associated breakers as needed as indicated on the floor plan if not already existing.
22. Lessor shall provide County with Material Safety Data Sheets (MSDS) for all materials used in the Tenant Improvement project within thirty (30) days of project completion
23. Lessor to provide County with copies of any instruction manuals available for any products installed during the Tenant Improvement project.

LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

EXHIBIT B
Page 2 of 2



LEASE AGREEMENT BETWEEN QUAIL PINE, LLC AND CLARK COUNTY

Exhibit C

County tenant improvement responsibility:

1. Floor plan indicating the TI items to be performed by RPM in a funded project coordinated through RPM D&C.
2. RPM D&C to install all data outlets per the need indicated by Social Service per the attached Exhibit C (i.e. furniture layout for projector, phones, computers, copiers, printers, etc.)
3. RPM D&C to install the rack and switch in the IT closet
4. RPM D&C to install data connection with COX
5. RPM D&C to install two (2) prox. card readers on the new door between Suites D-21 & D-22.
6. RPM D&C to install two (2) wireless access points for WIFI
7. RPM D&C to purchase three (3) computers, six (6) phones, one (1) copier, six (6) scanners and Social Service shall provide three (3) existing computers for RPM D&C to install.
8. RPM D&C to purchase and install one (1) water dispenser per Social Service selection in the breakroom.
9. RPM D&C to install front glass door signage per Social Service requirement.
10. RPM D&C to install a projector pulldown screen.

Social Service responsibility:

1. Floor plan indicating Social Service furniture layout.
2. All free-standing furniture indicated to be purchased and installed by Social Service.
3. Social Service to provide three (3) computers.
4. Social Service to purchase and install two (2) refrigerators and two (2) microwaves.



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