

**FIRST AMENDMENT TO THE LEASE AGREEMENT
BY AND BETWEEN UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND METEJEMEI, LLC**

This First Amendment ("First Amendment") to the Lease Agreement between University Medical Center of Southern Nevada ("Tenant") and METEJEMEI, LLC ("Landlord") is effective as of the date last signed by the parties below ("Effective Date").

WHEREAS, Landlord and Tenant have agreed to that certain Lease Agreement having an effective date of June 15, 2021, (the "Agreement"); and

WHEREAS, Landlord and Tenant wish to amend the Agreement in certain respects as provided in this First Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Landlord Work Cost.** Section 1.1(k) Landlord Work Cost of the Agreement is hereby deleted in its entirety and replaced with the following:

"1.10 Landlord shall be solely responsible for cost of Landlord's Work (defined in Section 3.2.a below) in an amount up to Six Hundred Thirty-Three Thousand and Five Hundred dollars (\$633,500.00). The cost of Landlord's Work shall not include nor used by Tenant for furniture, fixtures (those items not included in Tenant's drawings) and/ or equipment, such responsibility and associated costs shall be Tenant's. Tenant shall be responsible for the additional costs of Landlord's Work in excess of \$633,500.00 and only after Landlord's expenditure of \$633,500.00. Tenant's responsibility is estimated to be Two Million One Hundred Thousand dollars (\$2,100,000.00) but in no event shall such additional costs which is the responsibility of the Tenant exceed Two Million Two Hundred Thousand dollars (\$2,200,000.00). Tenant and Landlord shall deposit their contribution with Nevada Construction Services as a condition to and prior to the commencement of the construction of Landlord's Work, pursuant to the terms of a disbursement agreement, substantially in the form attached as Exhibit "B-1". Should Landlord's Work remain unfinished upon the full and complete disbursement of Tenant's responsibility of \$2,200,000.00, Landlord shall be fully and financially responsible for completion of Landlord's Work subject to the conditions set forth in this Lease. Notwithstanding the preceding, Tenant shall be entitled to the return of any monies remaining on deposit with Nevada Construction Services upon completion of Landlord's Work. Landlord agrees to reasonably work with Tenant to value engineer Landlord's Work provided such does not result in any additional cost to Landlord and does not delay construction of Landlord's Work. In the event Landlord and Tenant determine prior to commencement of construction of Landlord's Work based (on final approved construction drawings) that the cost of Landlord's Work shall exceed the combined total of the Landlord Contribution and the Tenant Contribution, Landlord or Tenant shall have the right to terminate this Lease prior to "Commencement of Construction" of Landlord's Work by written notice to the other party. For the avoidance of doubt, "Commencement of Construction" shall mean



when permits have been issued and Landlord's contribution amount has been funded to Nevada Construction Services. After reasonable attempts by Tenant and Landlord to value engineer, any Tenant change orders that would increase Landlord's Work cost beyond the scope of the agreed plans as depicted on the attached Exhibit B and the tenant improvement build-out budget as set forth in Exhibit G, shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications that must be pre-approved by Landlord and Tenant in writing."

2. **Exhibit G.** Exhibit G of this First Amendment is hereby incorporated as Exhibit G of the Agreement.

3. **Section 3.2 (a).** The first paragraph in Section 3.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Landlord shall deliver to Tenant possession of the Premises upon substantial completion of Landlord's Work as described in the Description of Landlord's Work in Exhibit B. Landlord shall, at its sole cost and expense as soon as is reasonably possible after the execution of this Lease, commence and pursue to completion the improvements to be erected by Landlord to the extent shown on the construction drawings as depicted on the attached Exhibit B. The cost of Landlord's Work shall not include (i) those items listed in Exhibit H of this Agreement and (ii) any furniture, fixtures (defined as those items not included in Tenant's drawings) and/or equipment, such responsibility and associated costs for all such items in (i) and (ii) shall be at Tenant's sole cost. Landlord's and Tenant's proposed timeline for completion of Landlord's Work includes: ..."

4. **Exhibit H.** Exhibit H of this First Amendment is hereby incorporated as Exhibit H of the Agreement.

5. Except as amended by this First Amendment, all other terms and conditions of the Agreement remain in full force and effect.

6. This First Amendment may be executed in counterparts, each of which shall constitute an original document, but all of which together shall constitute one and the same First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective of the date of the Effective Date.

METEJEMEI, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

University Medical Center of Southern Nevada

Signature: _____

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____



EXHIBIT G
TENANT IMPROVEMENT BUILD-OUT BUDGET
(To be Attached)



UMC TI Build Out

North Las Vegas, Nevada

\$298,35
\$2,833,364
9,561

January 10, 2022

Revised February 3, 2022, Revised February 24, 2022

CSI	Description	Qty	Unit	Unit Cost	Extension	Total	Cost Per SF
01 41 00	Building Permits & Utility Development Fees - By Owner					0	-
01 45 00	Testing & Inspections - By Owner					0	-
01 50 00	Division 1 General Requirements					0	-
Division 1 Direct Costs							
	Final Clean	1	LS	7,171.00	7,171		
01 51 00	Division 1 Direct Costs					7,171	0.75
Demolition							
	Cost from Subcontractor	1	LS	34,650.00	34,650		
	Remove Site Sldewalk at Front Ramp	1	LS	2,140.00	2,140		
02 40 00	Demolition					36,790	3.85
Concrete Work							
	Cost from Subcontractor	1	LS	21,870.00	21,870		
	New ADA Switch Back Ramp at Rear of Building. Ramps, Walls and Curbing	480	SF	40.00	19,200		
	Pour Ramp at Front Handicap Ramp	80	SF	12.00	960		
03 30 00	Concrete Work					42,030	4.40
Metal Fabrications							
	Handrail - Full Height - Two Pipe at Handicap Ramp	98	LF	126.00	12,348		
05 50 00	Metal Fabrications					12,348	1.29
Rough Carpentry							
	Undefined Rough Carpenry	9,561	SF	0.50	4,781		
06 10 00	Rough Carpentry					4,781	0.50
Interior Architectural Millwork							
	Cost from Subcontractor	1	LS	249,156.00	249,156		
06 40 00	Interior Architectural Millwork					249,156	26.06
Building & Sound Insulation							
	Cost from Subcontractor	1	LS	14,160.00	14,160		
07 21 00	Building & Sound Insulation					14,160	1.48
Caulking & Sealants							
	Undefined Caulking	9,561	SF	0.25	2,390		
07 90 00	Caulking & Sealants					2,390	0.25
Doors, Frames & Hardware							
	Cost from Subcontractor	1	LS	115,177.00	115,177		
	Add for Material Increase due to delay of award	1	LS	3,525.00	3,525		
08 10 00	Doors, Frames & Hardware					118,702	12.42
Glass & Glazing - Interior							
	Cost from Subcontractor	1	LS	12,020.00	12,020		
	Replace Broken Window on Interior	1	EA	975.00	975		
	Plexiglass w/U-Channel Supports at Reception Desk	52	SF	127.33	6,621		
08 80 00	Glass & Glazing - Interior					19,616	2.05
Metal Stud & Drywall							
	Cost from Subcontractor	1	LS	291,774.00	291,774		
	Use 2lbs at full height at XRAY 125	1	LS	729.00	729		
	Use 4 lbs at 7' height at XRAY 125	1	LS	8,190.00	8,190		
09 20 00	Metal Stud & Drywall					300,693	31.45
Acoustical Treatment							
	Cost from Subcontractor	1	LS	49,083.00	49,083		
	Use specified ACT	1	LS	18,000.00	18,000		
09 50 00	Acoustical Treatment					67,083	7.02
Resilient Flooring							
	Cost from Subcontractor	1	LS	118,775.00	118,775		
	Floor Leveling	9,561	SF	3.40	32,500		
	Floor Protection	9,561	SF	0.50	4,800		
09 65 00	Resilient Flooring					156,075	16.32
Painting							

UMC TI Build Out

North Las Vegas, Nevada

\$296,35
\$2,833,364
9,561

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Revised February 3, 2022, Revised February 24, 2022

CSI	Description	Qty	Unit	Unit Cost	Extension	Total	Cost Per SF
	Cost from Subcontractor	1	LS	45,011.00	45,011		
	Painted Signage at Blocked Exterior Doors	2	EA	112.50	225		
	Painting Touch up of Existing Storefront	1	LS	2,000.00	2,000		
	Paint ADA Switchback Ramp Rail	98	LF	11.30	1,107		
09 90 00	Painting					48,343	5.06
	Identifying Devices						
	Identifying Devices - Code Required Only	9,561	SF	0.25	2,390		
10 14 00	Identifying Devices					2,390	0.25
	Curtains & Tracks						
	Cost from Subcontractor	1	LS	4,078.00	4,078		
10 21 00	Curtains & Tracks					4,078	0.43
	Protection Covers						
	Cost from Subcontractor	1	LS	53,480.00	53,480		
	Corridor Wall and Chair Rail Acroyn	1,956	SF	18.31	35,810		
10 26 00	Protection Covers					89,290	9.34
	Toilet Accessories						
	Cost from Subcontractor	1	LS	4,455.00	4,455		
10 28 00	Toilet Accessories					4,455	0.47
	Fire Extinguishers & Cabinets						
	Cost from Subcontractor	1	LS	1,806.00	1,806		
10 44 00	Fire Extinguishers & Cabinets					1,806	0.19
	Window Treatment						
	Cost from Subcontractor	-	LS	54,420.00	0		
12 20 00	Window Treatment					0	-
	Fire Suppression						
	Cost from Subcontractor	1	LS	39,880.00	39,880		
21 00 00	Fire Suppression					39,880	4.17
	Plumbing						
	Cost from Subcontractor	1	LS	302,751.00	302,751		
	Floor Drains	6	EA	2,564.00	15,504		
	Floor Sink	1	EA	2,874.00	2,874		
22 00 00	Plumbing					321,129	33.59
	Mechanical						
	Cost from Subcontractor	1	LS	193,680.00	193,680		
23 00 00	Mechanical					193,680	20.26
	Electrical						
	Cost from Subcontractor	1	LS	251,396.00	251,396		
	Add for Material Increase due to delay of award	1	LS	23,480.00	23,480		
	Power Distribution for Third Party Testing	1	LS	4,650.00	4,650		
26 00 00	Electrical					279,526	29.24
	Low Voltage						
	Conduit J-boxes and pull strings for Access Control,	-	LS	104,532.00	0		
	Owner changes to only include Conduit J-boxes and pull	-	LS	(44,566.00)	0		
	Nurse Call System - Installation Labor Only	1	LS	16,657.00	16,657		
	Nurse Call System - now Installed by Owner	(1)	LS	16,657.00	-16,657		
	Access Control System - Lenel	1	LS	17,507.00	17,507		
	Access Control System - Delole Lenel System	(1)	LS	17,507.00	-17,507		
	Access Control System - Honeywell System	-	LS	68,325.00	0		
	Fire Alarm System - MC Cabling, Back Boxes and Hangers	9,561	SF	2.94	28,085		
	Fire Alarm System - Honeywell Notifier System	9,561	SF	3.47	33,140		
27 00 00	Low Voltage					61,205	6.40
	Asphalt/Paving/Striping/Bumpers						
	Asphalt Paving Repair	40	SF	50.00	2,000		
	Sign Remove and Replace	1	EA	350.00	350		
	Fire Lane Paint	40	LF	5.00	200		
32 12 00	Asphalt/Paving/Striping/Bumpers					2,550	0.27

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CSI	Description	Qty	Unit	Unit Cost	Extension	Total	Cost Per SF
	Subtotal					2,079,328	217.48
	Subcontractor Default Insurance			1.30%		27,031	2.83
	Subtotal					2,106,359	220.31
	Contractor's Contingency			10.00%		210,636	22.03
	Subtotal					2,316,995	242.34
	General Conditions					265,496	27.77
	General Requirements					69,129	7.23
	Subtotal					2,651,620	277.34
	Contractor's Contingency			0.00%		0	-
	Subtotal					2,651,620	277.34
	Pollution Insurance					0	-
	Builders Risk Insurance - By Owner			0.25%		6,629	0.69
	Performance Bond			0.73%		0	-
	Contractor's Fee			5.00%		132,912	13.90
	Commerce Tax (Nevada Only)			0.083%		331	0.03
	General and Excess Liability Insurance			1.50%		41,872	4.38
	Total Budget Estimate					2,833,364	296.35

EXHIBIT H
EXCLUDED ITEMS FROM LANDLORD'S WORK

- All window treatments
- All low voltage work including but not limited to:
 - Raceways
 - J-boxes
 - Pull strings
 - Access Control systems
 - Nurse Call Stations
 - Speakers
 - Tele Data
 - Wi-Fi
 - Camera systems

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