

## SECOND AMENDMENT TO LEASE

This Second Amendment ("Amendment") to Lease is dated for reference purposes only as March 2, 2022, between Schnitzer Valley View, LLC, a Delaware limited company (formerly known as HIP Valley View, LLC, a Delaware limited liability company) ("Landlord") and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 (hereinafter "Tenant"). Landlord and Tenant are collectively referred to as the "Parties".

### RECITALS

- A. Landlord and Tenant are parties to that certain Lease dated August 1, 2020, as amended (collectively, the "Lease"), for the property located at 4000 West Harmon Avenue, Suite 3, Las Vegas, Nevada 89103, which consists of approximately 20,000 square feet (the "Premises"). The Lease Term expires on July 31, 2022.
- B. Landlord and Tenant desire to further amend the Lease on the terms and conditions set forth below.

Therefore, in consideration of the recitals and mutual covenants contained herein, the parties hereby agree as follows:

1. Term. The Lease Term shall expire on July 31, 2025.
2. Rent. Effective August 1, 2022, the monthly Base Rent shall be:

August 1, 2022, through July 31, 2023	\$18,000.00 per month plus Estimated Operating Expenses
August 1, 2023, through July 31, 2024	\$18,540.00 per month plus Estimated Operating Expenses
August 1, 2024, through July 31, 2025	\$19,096.00 per month plus Estimated Operating Expenses

In accordance with Paragraph 7.3 of the Lease, effective August 1, 2022, Tenant's Estimated Proportionate Share of Operating Expenses shall be Two Thousand, Seven Hundred Eighty-Two and 00/100 dollars (\$2,782.00) per month and subject to adjustment in accordance with the Lease.

3. General.

3.1. Effect of Amendment; Ratification. Except as otherwise modified by this Amendment, the Lease shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail. Any capitalized terms used and not otherwise defined herein shall have the same meanings and definitions set forth in the Lease.

3.2. Authority to Execute Amendment. Each individual executing this Amendment represents that he or she is duly authorized to execute and deliver this Amendment on behalf of such party and that this Amendment is binding upon such party in accordance with its terms.

3.3. Confidentiality. Landlord acknowledges that Tenant is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its documents and records are public documents available for copying and inspection by the public upon request. If Tenant receives a request for the disclosure of any information related to this Amendment that Landlord has claimed to be confidential and proprietary, Tenant will immediately notify Landlord and Landlord shall immediately notify Tenant if it intends to seek injunctive relief in a Nevada court for protective order. If Landlord requires Tenant to not release such requested records, then Landlord shall indemnify and defend and hold harmless Tenant from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of documents that Landlord claims to be confidential and proprietary. For the avoidance of any doubt, Landlord hereby acknowledges this Amendment will be publicly posted for approval by Tenant's governing body(ies) for approval pursuant to Nevada Open Meeting Law, NRS 241.020, et seq.

4. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by facsimile transmission or email means shall constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the either party transmitted by facsimile or email shall be deemed to be their original signatures for any purposes whatsoever.

**THE SUBMISSION OF THIS LEASE AMENDMENT FOR EXAMINATION AND NEGOTIATION DOES NOT CONSTITUTE AN OFFER TO LEASE OR A RESERVATION OF OR OPTION FOR THE PREMISES. THIS DOCUMENT AND THE OBLIGATIONS HEREUNDER SHALL BECOME EFFECTIVE AND BINDING ON THE**

**PARTIES ONLY UPON EXECUTION AND DELIVERY OF THIS LEASE AMENDMENT BY TENANT AND BY LANDLORD.**

**Landlord**

Schnitzer Valley View, LLC,  
a Delaware limited liability company

By: Schnitzer Properties  
Management, LLC, its Manager

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

Title: \_\_\_\_\_

**Tenant**

University Medical Center of Southern Nevada

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

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

Title: \_\_\_\_\_