INTERLOCAL REVOCABLE LICENSE
BETWEEN CLARK COUNTY AND
UNIVERSITY OF NEVADA LAS VEGAS

THIS REVOCABLE LICENSE ("License") is made and entered into this _____day of _____, 2026 ("Effective Date") by and between CLARK COUNTY, a political subdivision of the State of Nevada ("COUNTY") and the Board of Regents of Nevada System of Higher Education, on behalf of University of Nevada Las Vegas ("LICENSEE") (individually a "Party" and collectively known as the "Parties").

WHEREAS, COUNTY owns the Historic Westside Innovation Commons building having an address of 620 West Lake Mead Boulevard, North Las Vegas, Nevada;

WHEREAS, LICENSOR and LICENSEE agree to permit LICENSEE to use a portion of the Property (as defined below) to provide the services contemplated by the INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND UNLV FOR the HISTORIC WESTSIDE INNOVATION COMMONS (the "Interlocal");

WHEREAS, COUNTY is willing to allow LICENSEE to have access to the Property and use of the space described in Section 1 below in order to enable LICENSEE to provide the services contemplated by the Interlocal;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. DESCRIPTION OF PREMISES.

COUNTY hereby grants LICENSEE exclusive use of two (2) approximately +/- 95 square foot offices, namely Suite 203 and Suite 204, (the "Exclusive Space") and non-exclusive shared use of approximately +/- 9,720 square feet of space (the "Shared Space") on the second floor of the property (collectively the "Premises") at 620 West Lake Mead Boulevard, North Las Vegas, Nevada (hereinafter referred to as "Property") as shown on the attached Exhibit "A" attached hereto and made a part hereof.

2. TERM.

The term of this License shall commence on the issuance of a certificate of occupancy of the Premises or the Effective Date (as that term is defined in the Interlocal) of the Interlocal, whichever occurs last. The expiration of the term of this License shall be coextensive with the term of the Interlocal including any mutually agreed extension thereof.

3. LICENSE FEE.

In consideration of LICENSEE's provision of valuable services to the community as detailed in the Interlocal, COUNTY agrees to grant this License to LICENSEE without requiring the payment of any fee.

4. COUNTY'S BUDGETARY LIMITS AND FISCAL FUND OUT.

4.1 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 License are subject to those statutory requirements and Subsections 4.2 and 4.3 below (hereinafter "Fund Out Clause").

4.2 Notwithstanding the monetary obligations of this License, the total amount of COUNTY's payment obligations hereunder for any fiscal year shall not exceed the amounts that COUNTY has appropriated for maintenance of the Property and for related liabilities for COUNTY. COUNTY reasonably believes that sufficient funds can be obtained for this License from the budget for the fiscal years covered by the term of this License, and COUNTY's General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy COUNTY's financial obligations under this License.

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

5. USE OF THE PREMISES.

5.1 LICENSEE shall use the Premises only for the following purpose or purposes: for all purposes contemplated by the Interlocal. Such use shall conform to applicable COUNTY ordinances, state and federal laws and this License. No other use of the Premises shall be allowed unless prior written approval is obtained from the Director of Clark County Office of Community and Economic Development ("Director") in his or her sole discretion. LICENSEE may not assign this License to any person or entity not affiliated with LICENSEE without the prior written approval from the Director in his or her sole discretion.

5.2 LICENSEE shall observe and enforce all established rules and regulations of COUNTY in connection with LICENSEE's use of the Property and Premises. LICENSEE shall not use or occupy the Property or Premises in violation of any law, covenant, condition, restriction, rule or regulation affecting the Property or Premises. Upon notice from COUNTY, LICENSEE shall immediately discontinue any use of the Property or Premises which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule or regulation.

5.3 LICENSEE shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Property or Premises, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY's risk manager, or any other person or organization performing a similar function.

5.4 LICENSEE shall not do or permit anything to be done in or about the Property or Premises which will in any way obstruct or interfere with the rights of other LICENSEEs or occupants, or injure or annoy them, or use or allow the Property or Premises to be used for any unlawful purposes.

5.5 LICENSEE shall not cause, maintain or permit any nuisance or waste in, on or about the Property or Premises.

5.6 LICENSEE shall have the right to operate only during the hours the Property is open. No other schedule shall be allowed unless prior written approval is obtained from the Director in his or her sole discretion.

5.7 Upon at least twenty-four hours notice, COUNTY or its designated users, may request utilization of the Exclusive Space at no cost or expense: approval of such request shall not be unreasonably withheld. If requested, LICENSEE shall provide staff to provide oversight of the activities and use of equipment within the Exclusive Space. COUNTY shall be fully responsible for any damages, including to any property of LICENSEE, incurred through use of the Exclusive Space

5.8 Prior to the use of the Exclusive Space, LICENSEE, its agents, officers and employees shall watch and review all equipment safety videos or materials necessary for the safe and proper operation of the equipment including proper cleaning and shut down practices. LICENSEE shall take responsibility to insure new or additional staff adhere to this provision.

6. REPAIRS AND MAINTENANCE.

6.1 LICENSEE shall maintain the Exclusive Space in good order, condition and repair. Such maintenance includes routine maintenance due to normal and ordinary wear and tear, including interior surfaces of the ceilings, walls and floors, doors, interior windows, plumbing, pipes and fixtures, electrical wiring, switches and fixtures, and standard building furnishings. LICENSEE shall maintain in good repair all furniture, office equipment and fixtures in the Exclusive Space.

6.2 COUNTY shall, at its sole expense, repair and maintain the Property, heating, air conditioning equipment, exterior walls, exterior roof, cement-embedded or sub-surface accessible and non-accessible plumbing serving the Premises, sidewalks, driveways, landscaping and parking lots, fixtures in common areas and appurtenances furnished in common areas by COUNTY under this License, in good repair and tenantable condition, except that LICENSEE shall reimburse COUNTY, for any costs incurred by COUNTY in repair and maintenance of damage to said portions caused by the intentional or negligent acts of LICENSEE, its officers, agents or employees.

6.3 LICENSEE shall be responsible for repairs to the Property and Premises, the need for which arises out of (a) LICENSEE's use or occupancy of the Property and Premises; (b) the installation, removal, use or operation of LICENSEE's property; (c) the moving of LICENSEE's

property into or out of the Property or Premises; or (d) the act, omission, misuse or negligence of LICENSEE, its agents, employees or invitees.

6.4 LICENSEE must use the Property and Premises in a reasonable manner that does not create an undue burden or financial difficulties for COUNTY.

6.5. LICENSEE shall provide COUNTY with any repair and/or maintenance records on an annual basis or as requested in writing by COUNTY.

6.6 If LICENSEE fails to repair the Property or Premises as provided in Subsection 6.3 above, COUNTY shall give LICENSEE thirty (30) day notice to do such acts as are reasonably required to repair the Property or Premises. If LICENSEE fails to promptly commence such work and diligently prosecute it to completion, COUNTY shall have the right to do such acts and expend such funds at the expense of LICENSEE as are reasonably required to perform such work. Any amount so expended by COUNTY shall be promptly paid by LICENSEE no later than thirty (30) days of receipt of invoice. COUNTY shall have no liability to LICENSEE for any damage, inconvenience or interference with the use of the Property and Premises by LICENSEE as a result of performing any such work. COUNTY shall nevertheless use reasonable efforts to minimize any interference with LICENSEE's use of the Property and Premises.

6.7 Upon the expiration or earlier termination of this License, LICENSEE shall return the Property and Premises to COUNTY in broom-clean condition, except for normal and ordinary wear and tear and any damages or disrepair to the Shared Space or Common Area caused by a different licensee or user of the Property. Any damage to the Property or Premises, including any structural damage, resulting from LICENSEE's use of the Property and Premises or resulting from the removal of LICENSEE 's property from the Property and Premises shall be repaired by LICENSEE at LICENSEE's expense. Any amount so expended by COUNTY shall be promptly paid by LICENSEE within thirty (30) days of receipt of invoice.

6.8 LICENSEE shall fully comply with all applicable Nevada laws, ordinances and rules of any public authority relating to their respective maintenance and repair obligations as set forth herein.

6.9 LICENSEE shall bear the cost of any badge, re-key or duplicate key request for any lost or stolen keys or badges at COUNTY'S prevailing rate at that time.

6.10 All cleaning, preventative and standard maintenance services for equipment within the Exclusive Space shall be the responsibility of LICENSEE. Repair or replacement of equipment will be paid for by COUNTY, once it has been determined by a party of COUNTY's choosing, that the repair or replacement is not due to the lack of maintenance or negligence on part of the LICENSEE. LICENSEE is responsible for repair or replacement costs associated with poor maintenance or negligent use.

6.11 LICENSEE shall be responsible for the cleanliness of the Exclusive Space and shall be responsible for any licensing or health requirements as may be required by law.

7. SERVICES AND UTILITIES.

7.1 COUNTY shall provide, at no additional cost to LICENSEE, the following utilities and services: electric, water, sewer, normal trash removal and gas.

7.2 LICENSEE shall provide and pay for its telephone service fees, internet service fees, cost of all supplies and equipment, and employees required for its use of the Property and Premises.

7.3 For any utilities or services not enumerated above in Subsection 7.1, LICENSEE shall subscribe to or arrange for and pay directly for such services to the appropriate public utility or other provider.

8. ALTERATIONS AND IMPROVEMENTS.

8.1 LICENSEE shall have the right, at its expense, to make non-structural improvements or alterations to the Property or Premises provided LICENSEE requests permission, in writing, to make such changes and obtains all necessary permits, and provided the Director, in his or her sole discretion, gives written approval of the requested non-structural improvements or alterations. LICENSEE understands that any such improvements to the Property may be enjoyed by other licensees or users of the Shared Space.

8.2 Upon the termination or expiration of this License, LICENSEE shall have the right, at its expense, to remove any personal property or fixture which LICENSEE has installed or placed on the Property or Premises. LICENSEE shall completely repair, at its expense, any and all damage resulting from such removal.

8.3 All fixtures or other improvements remaining upon expiration or termination of this License shall be deemed to be the property of COUNTY or may be stored by COUNTY, in COUNTY's discretion, at LICENSEE's expense.

9. INDEMNIFICATION.

In accordance with, and subject to, the limitations of NRS 41.0305 to NRS 41.039, inclusive, each Party shall indemnify, defend and hold harmless the other Party and its officers, agents and employees from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatever nature (but not including court costs and attorney's fees) arising directly or indirectly from any act or omission of the indemnifying Party or its officers, regents, employees or agents acting within the course and scope of their public duties or employment, occurring during or arising out of the performance of this License or the use of the Property or Premises. Each Party will assert available defenses and immunities, including sovereign immunity, as appropriate in all cases. LICENSEE shall require its contractors, subcontractors, service providers, vendors and consultants performing work on the Premises to indemnify, defend and hold harmless COUNTY

and its officers, agents and employees from claims arising out of their work, and to name COUNTY as an additional insured on their liability policies.

10. INSURANCE.

LICENSEE, as an entity of the State of Nevada, is self-insured in accordance with, and subject to, the limitations of NRS 41.0305 to NRS 41.039, inclusive. Upon signing this License, LICENSEE will furnish to COUNTY a certificate of self-insurance and the evidence of coverage described below, and will maintain such coverage during the initial and any extended terms of this License.

10.1 Workers' compensation in accordance with Nevada law.

10.2 Property coverage for LICENSEE's furniture, fixtures, equipment and other personal property located on the Premises, through LICENSEE's property insurance program. In the case of damage to or destruction of such property, LICENSEE shall look solely to its own program or insurer for reimbursement and not to COUNTY, except where such damage or destruction results from a negligent or willful act or omission of COUNTY, its officers, agents, employees or contractors.

10.3 General liability: LICENSEE's self-insurance, maintained pursuant to NRS Chapter 41, responds to claims for bodily injury, death or property damage arising from the acts or omissions of LICENSEE's officers, employees and agents acting within the course and scope of their public duties or employment, subject to the limitations of NRS 41.0305 to NRS 41.039, inclusive. LICENSEE does not carry commercial general liability insurance and cannot name COUNTY or any other entity as an additional insured.

10.4 Any commercial insurance policies required under this Section, including policies of LICENSEE's contractors under Subsection 10.5, shall be "occurrence" policies and not "claims made" policies. This requirement does not apply to LICENSEE's self-insurance.

10.5 Before a contractor, subcontractor or vendor commences any work, LICENSEE shall require the contractor to obtain and maintain throughout the term of the construction contract, the bonds and insurance coverage required, and shall furnish certificates of such insurance coverage to the Director. The insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statutes Chapter 683A and list COUNTY as additional insured.

11. TERMINATION.

For any reason with or without cause, either Party may terminate this License upon ninety (90) calendar days written notice to the other Party.

12. DESTRUCTION OF PREMISES

In the case of the total destruction of the building, or any portion thereof substantially interfering with the LICENSEE's use of the Premises, whether by fire or other casualty, not caused by the fault or negligence of the LICENSEE, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, this License shall terminate.

13. BREACH.

In the event of LICENSEE default or breach of this License, COUNTY shall give LICENSEE written notice of the default or breach. LICENSEE shall have thirty (30) days after receipt of the notice of default or breach to cure the default or breach, after which time if said default or breach has not been cured, COUNTY shall have the right to terminate this License and retake possession of the Property and Premises in compliance with Nevada law.

14. NOTICES.

All notices, approvals and demands allowed or required to be given under this License shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

To COUNTY:

Attention: Shani Coleman, Director
Office of Community and Economic Development
500 Grand Central Parkway, 6th Floor
Las Vegas, Nevada 89155

To LICENSEE:

Attention: Vice President
Office of Economic Development
University of Nevada, Las Vegas
Box 451092
4505 S. Maryland Parkway
Las Vegas, NV 89154-1092

15. WAIVER.

COUNTY's failure to enforce or its delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. LICENSEE's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Section 15 may not be waived.

16. RELATIONSHIP OF PARTIES.

Nothing contained in this License shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between COUNTY and LICENSEE. No provisions of this License, or any acts of the Parties hereto, shall be deemed to create any relationship between COUNTY and LICENSEE other than as set forth in this License.

17. REMEDIES CUMULATIVE.

The various rights, options, elections and remedies of COUNTY contained in this License shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law and not expressly waived in this License.

18. SEVERABILITY.

The illegality or invalidity of any provisions or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable. The Parties further agree to replace any such invalid, illegal, or unenforceable portion with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the invalid, illegal or unenforceable portion.

19. GOVERNING LAW.

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this License.

20. ASSIGNMENT

LICENSEE shall have no right to assign this License nor any of the rights or privileges granted herein or delegate any duties arising from this License without the written consent of COUNTY.

21. THIRD PARTY BENEFICIARY.

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

22. NON-DISCRIMINATION.

LICENSEE shall not unlawfully discriminate against any person in the use of the Property or Premises.

23. AMENDMENT OR MODIFICATION

This License 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.

24. CONDITION UPON SURRENDER.

On the last day of the term hereof, or upon any earlier termination of this License, LICENSEE shall surrender and deliver possession of the Premises to COUNTY in reasonably good condition considering their age and use, ordinary wear and tear and the effect of casualty and condemnation excepted, without delay and free and clear of all liens and encumbrances other than those existing at the commencement of the term of this License. Notwithstanding any other provisions of this License, where furnished by or at the expense of LICENSEE, LICENSEE may remove furniture, trade fixtures and business equipment, furnishings and personal property of every kind, at or prior to the termination of this License, provided, however, that the removal thereof will not impair the structural integrity of the building or any improvement located on the Premises. Any damage to the building or improvements resulting from such removal shall be repaired to the reasonable satisfaction of COUNTY, taking into account normal wear tear. Any personal property of LICENSEE which shall remain on the Premises after the termination of this License and the vacation thereof by the LICENSEE may, at the option of COUNTY, be deemed to have been abandoned by the LICENSEE and may be retained by COUNTY as its property or may be disposed of, without accountability, in such a manner as COUNTY may see fit. COUNTY shall not be responsible for any loss or damage occurring to any property owned by the LICENSEE or any subtenant, except as a result of any negligent or willful act or omission by COUNTY. The provisions of this section shall survive any termination of this License.

25. LIENS

LICENSEE shall, at its sole cost and expense, within Fifteen (15) days after the filing of any lien for record, obtain the discharge and release thereof. Nothing contained herein shall prevent COUNTY, at the cost and for the account of LICENSEE, from obtaining said discharge and release in the event LICENSEE fails or refuses to do the same within said Fifteen (15) day period. LICENSEE will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge upon fixtures, equipment, or personal property located on or within the Premises.

26. HAZARDOUS MATERIALS

The LICENSEE shall not permit any Hazardous Material to be sold, kept, used, stored or manufactured in, upon or about the Premises. As used herein, the term "Hazardous Material" means those substances, chemicals and mixtures as may be defined as "hazardous substances," "extremely hazardous substances," "hazardous materials," "toxic substances," "imminently hazardous chemical substance or mixture," "pesticide," "heavy metal," "hazardous air pollutant," "toxic pollutant," "toxic waste," "pollutant," "regulated substance," "asbestos," "asbestos containing material," "solid waste" "hazardous waste," "medical waste," "radioactive waste," or

similar terms in any of the following acts, as now or hereafter amended: the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et. seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sec. 9601 et. seq, the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et. seq., the Federal Hazardous Substances Act. 15 U.S.C. Sec. 1261 et. seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et. seq., the Clean Air Act, 42 U.S.C. Sec. 7401, et. seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Sec. 136 et. seq., the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Sec. 11001 et. seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. Sec. 651 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et. seq., the statutes of the State of Nevada found currently at Chs. 444, 445A, 445B, 445C, 459, 477, 590, 618 or in the Uniform Fire Code, and the rules, orders and regulations now in effect or promulgated and effective hereafter pursuant to each respective law listed above as well as such other substances, materials and wastes which are regulated under any applicable governmental requirement, or which are classified as hazardous or toxic under any governmental requirement.

27. COUNTY'S LIABILITY

The obligations of COUNTY under this License do not constitute personal obligations of COUNTY, or its members, managers, partners, directors, officers, or shareholders, and the LICENSEE shall look solely to COUNTY's interest in the Premises and to no other assets of COUNTY for satisfaction of any liability with respect to this License and will not seek recourse against the members, managers, partners, directors, officers, or shareholders of COUNTY herein, nor against any of their personal assets for such satisfaction.

28. ANNUAL REPORTING

On or before each anniversary of the Effective Date, LICENSEE shall send annual reports including information regarding programs and assistance offered, number of clients assisted and any fundraising efforts or other services ("Annual Reports"). The Annual Reports shall be sent to the attention of the Director and the Commissioner of the district of which the Premises resides. LICENSEE may be required to present the Annual Report at a Board of County Commissioner hearing at COUNTY's request.

29. ENTIRE LICENSE

This License sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this License shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this License or in any written, properly executed amendment to this License shall be binding upon COUNTY or LICENSEE as a warranty or otherwise.

IN WITNESS WHEREOF, we have hereto set our hands as of the Effective Date.

CLARK COUNTY

By: _____
MICHAEL NAFT
Chair

Date: _____

Approved as to Form:

STEVEN B. WOLFSON
Clark County District Attorney

By: _____
Deputy District Attorney

Date: September 30, 2026

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

By: _____
MATT McNAIR
Chancellor, NSHE

Date: _____

Recommended:

By: _____
CHRISTOPHER L. HEAVEY
Interim President, UNLV

Approved as to Form:

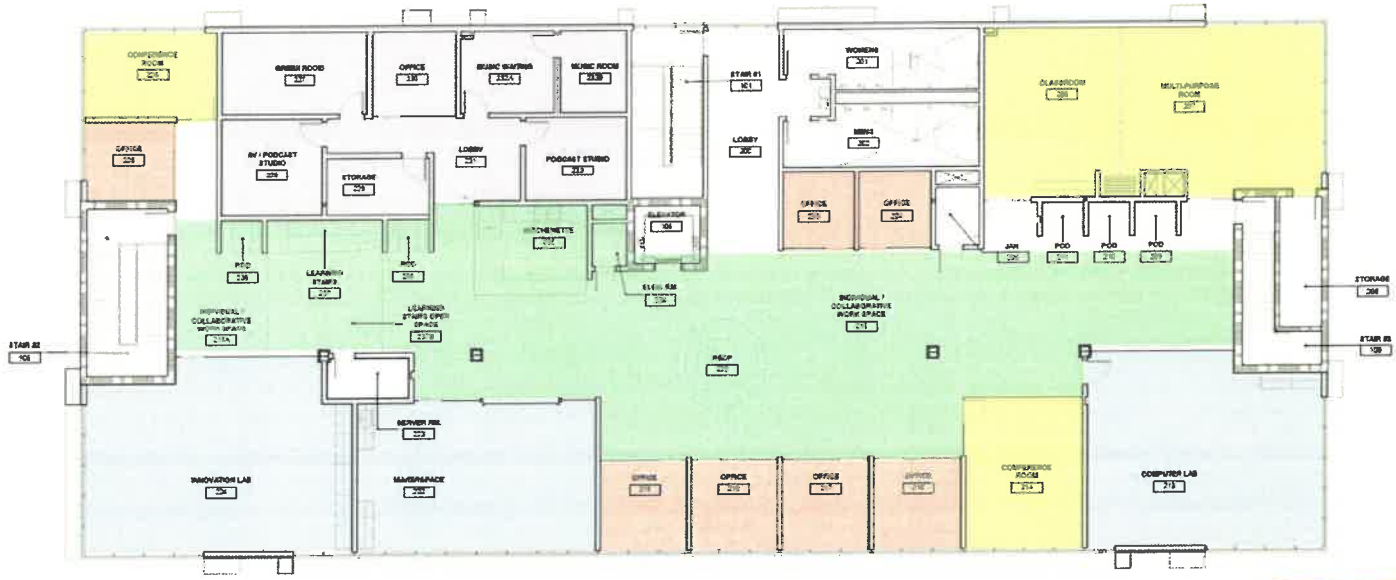
ELDA M. SIDHU
Vice President and General Counsel, UNLV

By: _____

Date: _____

EXHIBIT "A"

Microbusiness Park – Commercial Floor Plans
Second Floor



CLARK COUNTY NV
ECONOMIC DEVELOPMENT

BRIGHT BEYOND THE LIGHTS