

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of January 18, 2021 (the "Effective Date"), by, and between, Wynn Las Vegas, LLC, a Nevada limited liability company ("WLV"), and The University Medical Center of Southern Nevada, a Nevada non-profit corporation ("UMC"). WLV and UMC are also each referred to herein individually as a "party" and collectively as the "parties."

Recitals

A. WLV owns and operates the Wynn | Encore Las Vegas Resort located at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109 (the "Resort") including the Brahms ballroom ("Brahms Ballroom") and the Bach ballroom ("Bach Ballroom," collectively referred to herein with the Brahms Ballroom as the "Licensed Space") located therein and further described on Exhibit "A" attached hereto.

B. UMC owns and operates the University Medical Center, an academic medical center providing life-saving treatment in Southern Nevada, and, in connection therewith, UMC provides various medical services throughout Clark County, Nevada including COVID-19 vaccinations (collectively, the "Vaccinations") pursuant to the guidelines (collectively, the "Guidelines") issued by the Centers for Disease Control and Nevada Governor Steve Sisolak.

C. To facilitate UMC's administration of the Vaccinations, UMC and WLV desire, on the terms and conditions contained herein, for WLV to grant to UMC the "License," as defined herein, to use the Licensed Space and the "Licensed Property," as defined herein, for that purpose.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. License, Licensed Space, Licensed Property and Licensee Fee. WLV hereby grants to UMC, during the "Term" and for the "Permitted Use," both as defined herein, an exclusive license (the "License") to use the Licensed Space and WLV's computer equipment, tables, chairs and other personal property further described on Exhibit "B" attached hereto (collectively, the "Licensed Property"). The parties shall, working together in good faith after the set-up of the Licensed Space is complete (and thereafter from time to time as necessary to reflect any changes thereto) complete, initial and attach Exhibit "B" (and any changes thereto) to this Agreement. UMC shall, upon the expiration of the Term, return both the Licensed Space and the Licensed Property to WLV in the same condition they are in as of the Effective Date, normal wear and tear excepted. UMC hereby accepts the Licensed Space and the Licensed Property in their current, "**AS-IS**" condition without any representations or warranties from WLV of any kind. There shall be no license fee due and payable hereunder.

2. Term. The term ("Term") of this Agreement and the License shall commence on the Effective Date and continue for a term of one (1) year unless terminated earlier by either party at any time and for any, or no, reason upon at least thirty (30) days' prior written notice to the other.

3. Permitted Use, Operating Standards and Operating Responsibilities. UMC shall use the Licensed Space and the Licensed Property for the sole purpose of administering the Vaccinations pursuant to the Guidelines and the operating standards and restrictions provided for in this Section (the "Permitted Use"). UMC may use the Brahms Ballroom between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday to provide Vaccinations to persons who have made appointments in advance with UMC. Walk-in's will be discouraged but may occur during hours of operation. UMC's employees, contractors and agents may use the Bach Ballroom as a breakroom (no Vaccinations may occur in the Bach Ballroom) and may access the Brahms Ballroom; between the hours of 6:00 a.m. and 4:00 p.m. Monday through Friday. UMC may not use the Licensed Space at any other times or on any other days unless approved in advance by WLV, such approval to be granted or denied in WLV's sole and absolute discretion. All UMC employees, contractors and agents performing services in connection with this Agreement, and all persons receiving the Vaccinations, shall park only in the Encore guest parking garage and enter and leave the Resort only through the Encore guest parking garage entrance. WLV shall, at WLV's sole cost and expense, provide reasonable personnel to monitor that entrance and provide directions to the Licensed Space. All persons entering the Resort must pass through a security checkpoint and have their temperature checked and must at all times while on Resort property comply with WLV's policies and procedures. UMC's employees and contractors performing services pursuant to this Agreement shall, at all such times while on Resort property, wear a Wynn issued lanyard prominently displaying their UMC photo ID to allow for their easy identification by Wynn Security.

UMC shall be solely responsible for each and every aspect of the Vaccinations including, but not limited to, scheduling persons, obtaining and storing the vaccines, administering the Vaccinations, observing the persons receiving the Vaccinations to ensure they do not have an adverse reaction and, if they do, treating the person, ensuring that persons in the Licensed Space at all times wear a face covering, maintain appropriate social distancing, and otherwise comply with the Guidelines, gathering, maintaining and protecting the confidentiality of all patient or other confidential information, properly and legally storing and disposing of any medical waste including, but not limited to, used syringes, and cleaning the Licensed Space after each day's use; all in accordance with all applicable "Law," as defined herein, and the Guidelines. All persons performing services on behalf of UMC in connection with this Agreement or the Vaccinations shall, as between WLV and UMC, be employees or independent contractors of UMC, and UMC shall be responsible for any and all wages and benefits for such persons. Except to the extent expressly provided otherwise herein, UMC shall supply, at UMC's sole cost and expense, all labor, equipment, tools and materials necessary for the Vaccinations and the performance of UMC's obligations hereunder. UMC shall at all times in connection with

the Licensed Premises, the Licensed Property and the Vaccinations comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations including, but not limited to, those of the Nevada Division of Industrial Relations Occupational Safety and Health Administration and the United States Department of Occupational Safety and Health (collectively, the "Law"). WLV shall, at WLV's sole cost and expense, provide all applicable and reasonable utilities (including internet and HVAC) for the Licensed Space.

4. Mutual Indemnities, Release Form and Insurance. To the extent expressly authorized by Nevada law, each party hereby covenants and agrees to indemnify, defend and hold the other party, and the other party's parent companies, subsidiaries and affiliates, and their respective members, directors, officers and employees, free, clear and harmless from, and against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees), judgments, claims, administration of claims, and demands of any kind whatsoever to the extent caused by, resulting from, or in any way connected with such indemnifying party's acts, omissions, or negligence, or the acts, omissions or negligence of such indemnifying party's employees, contractors or agents; in connection with this Agreement, the Licensed Space, the Licensed Property or, with respect to UMC's indemnification obligations to WLV hereunder, the Vaccinations. This Section shall survive the termination of this Agreement. WLV shall, at its sole cost and expense and at all times during the Term, carry and maintain such insurance policies and in such amounts as are reasonably sufficient to insure its operations/risks hereunder. UMC is self-insured and is subject to the limited waiver of sovereign immunity under Chapter 41 of the Nevada Revised Statutes. UMC has not waived and intends to assert all available NRS Chapter 41 liability limitations in all cases and does not waive any defense that may exist in law or equity to UMC.

5. Miscellaneous. This Agreement shall be governed by, and construed and enforced in accordance with, the Law of the State of Nevada, and the federal and state courts located in Clark County, Nevada shall have exclusive jurisdiction over any dispute in connection with this Agreement. This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing signed by both parties. Neither party hereto shall have the right to contract for, or on behalf of, the other, and neither party may assign its rights or obligations under this Agreement without the consent of the other party. The relationship of UMC and WLV shall be that of independent contractors. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect, impair or invalidate any other provision hereof. No waiver by a party of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. This Agreement is intended only for the benefit of WLV and UMC, and no other person or entity is intended to be benefited in any way by this Agreement. This Agreement may be executed in any number of counterparts (whether by original, telecopy, electronic or pdf signatures), and the

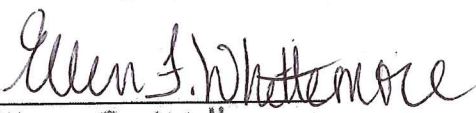
signature page of one copy may be attached to another copy to form a complete agreement.

NOW, THEREFORE, the parties have executed this Agreement as of the Effective Date.

WLV:

Wynn Las Vegas, LLC

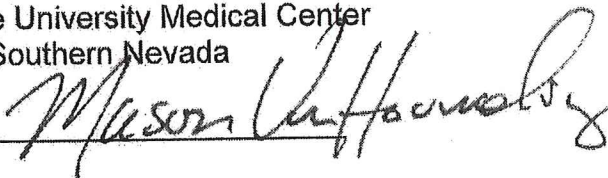
By:


Ellen F. Whittemore
Its: Assistant Secretary

UMC:

The University Medical Center
of Southern Nevada

By:


Its: _____


APPROVED AS TO FORM
BY LEGAL DEPARTMENT
THOMAS J. REICH 

EXHIBIT "A"
LICENSED SPACE

Exhibit "A"

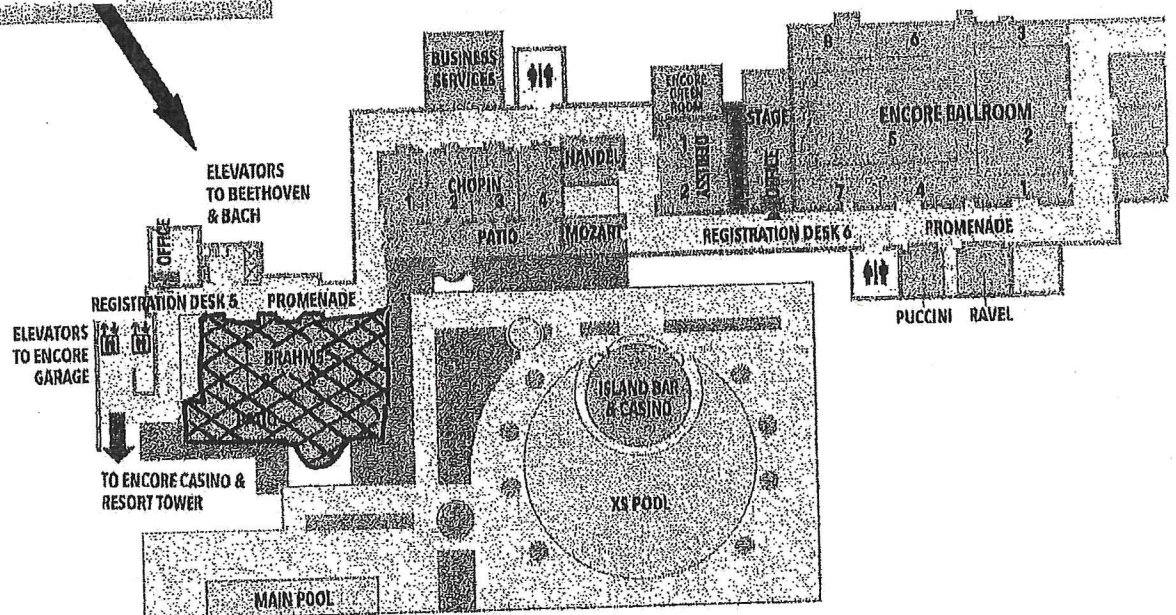
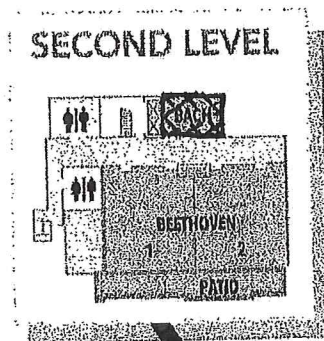


EXHIBIT "B"
LICENSED PROPERTY
(TO BE AGREED UPON, INITIALED AND ATTACHED)