

LEASE AGREEMENT

BY AND BETWEEN

METEJEMEI, LLC
3411 Las Vegas Blvd., South
Las Vegas, NV 89109

("LANDLORD")

AND

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
("TENANT")**

TABLE OF CONTENTS

1 - BASIC LEASE TERMS.....	1
1.1 Basic Lease Provisions and Enumeration of Exhibits:	1
1.2 Significance of Basic Lease Provisions:	5
1.3 Enumeration of Exhibits:	5
2 - PREMISES	6
2.1 Shopping Center:	6
2.2 Premises and Demise:	6
2.3 Reserved to Landlord:	6
2.4 Exclusive Use:	6
3 - TERM-LANDLORD AND TENANT'S WORK	6
3.1 Lease Term:	6
3.2 Landlord's and Tenant's Work:	7
4 - RENT	8
4.1 Monthly Base Rent:	8
4.2 Adjustments (based on lease year):	8
5 - USE.....	11
5.1 Permitted Uses:	11
5.2 Compliance with Laws:	11
6 - UTILITIES	11
6.1 Tenant's Obligation:	11
6.2 Landlord's Warranties and Representations:	12
7 - LICENSES AND TAXES	12
7.1 Tenant's Obligation:	12
8 - ALTERATIONS.....	12
8.1 Alterations by Tenant:	12
8.2 Required Alterations:	12
9 - MAINTENANCE OF PREMISES.....	13
Maintenance and Repair by Landlord and By Tenant:	13
10 - LIENS AND ENCUMBRANCES	15
10.1 Liens:.....	15
10.2 Encumbrances:	15
11 - ASSIGNMENT, MORTGAGING AND SUBLETTING	15
11.1 Assignment, Mortgaging, or Sublease:	15
12 - COMMON AREAS.....	15
12.1 Tenant's Rights:.....	15
12.2 Control of Common Areas by Landlord:	15
12.3 Rules and Regulations:.....	15
13 - INSURANCE AND INDEMNITY	16
13.1 Indemnification:	16
13.2 Insurance:	16
14 - EMINENT DOMAIN.....	16
14.1 Total Taking:	16
14.2 Partial Taking:.....	16
14.3 Damages:	17
15 - DEFAULT BY TENANT.....	17
15.1 Default by Tenant:	17
16 - Landlord Rights	17
17 - Tenant Termination.	18
18 - DEFAULT BY LANDLORD.....	18



18.1	Default by Landlord:	18
19	- RECONSTRUCTION	18
19.1	Reconstruction-Insured Loss:	18
19.2	Uninsured Loss:	18
19.3	Partial Destruction of Shopping Center:	19
20	- SUBORDINATION AND ATTORNMEN, MORTGAGEE PROTECTION	19
20.1	Subordination - Notice to Mortgagee:	19
20.2	Tenant's Certificate:	19
20.3	Mortgagee Protection Clause:	19
21	- ACCESS BY LANDLORD	20
21.1	Right of Entry:	20
22	- SURRENDER OR ABANDONMENT OF PREMISES	20
22.1	Surrender of Possession:	20
22.2	Holding Over:	20
23	- QUIET ENJOYMENT	21
23.1	Landlord's Covenant:	21
24	- MISCELLANEOUS	21
24.1	Successors or Assigns:	21
24.2	Tenant Defined:	21
24.3	Broker's Commission; Agency Disclosure:	21
24.4	Partial Invalidity:	21
24.5	Recording:	21
24.6	Notices:	21
24.7	Marginal Headings:	22
24.8	Time:	22
24.9	Choice of Law/Venue:	22
24.10	Tenant and Tenant's Employees Parking:	22
24.11	Hazardous Substances:	22
25	- Survival	23
25.1	Covenants, Conditions and Restrictions:	23
25.2	Non-Discrimination Clause:	23
25.3	Voluntary Programs:	24
25.4	Prior Agreements:	24
25.5	Acceptance and Date of Lease:	24
26	- Date of Lease	24



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the 15th day of June, 2021, by and between METEJEMEI, LLC, a Nevada limited liability company ("Landlord"), and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 ("Tenant").

WHEREAS, Landlord desires to lease certain space to Tenant, as more fully set forth herein, and Tenant desires to take and lease such space from Landlord, which space is more fully described below ("Premises"); and

WHEREAS, the Premises are situated within certain improvements located on certain real property, which property and improvements are referred to herein as the "Shopping Center," which Shopping Center is depicted on the plan attached hereto or made a part hereof as Exhibit "A" ("Site Plan").

NOW THEREFORE, for and in consideration of the rents reserved hereunder and the terms and conditions hereof, Landlord hereby rents, demises and leases to Tenant, and Tenant takes and leases from Landlord, the Premises upon the following terms and conditions:

1 - BASIC LEASE TERMS

1.1 Basic Lease Provisions and Enumeration of Exhibits:

a. Date

June 15, 2021

b. Landlord

METEJEMEI, LLC

c. Notice Address of Landlord

3411 Las Vegas Blvd., South
Las Vegas, NV 89109
Attn: Mr. Thomas Elardi

702-737-3500 - phone

d. Tenant (including form of entity)

University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450

e. Notice Address of Tenant

UMC
1800 W. Charleston Blvd
Las Vegas, NV 89102
Attn: Materials Management



f. Tenant's Trade Name

University Medical Center; UMC; UMC Quick Care; UMC Primary Care

g. Leased Premises

Approximately ± 9600 square feet in the Shopping Center, as identified on the Site Plan, with a physical address of 5860 Losee Rd., North Las Vegas, Nevada, 89081.

h. Lease Term and Renewal Option(s)

Commencing on the Lease Commencement Date and expiring ten (10) years after the Monthly Base Rent Commencement Date, with two (2) option periods of five (5) years each ("Renewal Term").

i. Lease Commencement Date

The date Tenant may take possession of the Premises pursuant to Landlord's notice, as set forth in Section 3.1(a) below.

j. Monthly Base Rent Commencement Date.

Thirty (30) days after the Lease Commencement Date pursuant to the provisions of Section 3.1(a) below.

k. Landlord Work Cost.

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 Five Hundred Twenty Thousand and Five Hundred dollars (\$520,500.00). 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 cost of Landlord's Work in excess of \$520,500.00 and only after Landlord's expenditure of \$520,500.00. Tenant's responsibility is estimated to be Two Million One Hundred Thousand dollars (\$2,100,000.00) but in no event shall such additional cost which is the responsibility of 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 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 \$2,100,000.00, 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. 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, 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.



1. Monthly Base Rent

The total amount of each monthly monetary payment made by Tenant to Landlord (the "Monthly Base Rent") during the Lease Term. Subject to Section 1.1(w) herein, the Monthly Base Rent payment schedule is as follows:

MONTH	RENT SQ/FT	MONTHLY BASE RENT
1-3	-Abatement	-
4-12	\$1.75	\$16,800
13-24	\$1.80	\$17,280
25-36	\$1.86	\$17,856
37-48	\$ 1.91	\$18,336
49-60	\$1.97	\$18,912
61-72	\$2.03	\$19,488
73-84	\$2.09	\$20,064
85-96	\$2.15	\$20,640
97-108	\$2.22	\$21,312
109-120	\$2.28	\$21,888

Subject to Section 4.02, Tenant shall pay to Landlord, when due, and as of the Monthly Base Rent Commencement Date, all other sums and payments required herein, which shall include, but is not limited to: (a) Real Property taxes; (b) insurance premiums; (c) Common Area Maintenance Charges and Operating Costs; and (d) maintenance, repairs and alterations. Tenant's Additional Rent shall be currently calculated at the rate of Fifty-four Cents (\$0.54) per square foot and of which amount shall not be exceeded during the initial Lease Year. For each subsequent Lease Year, such amount shall not increase by more than three percent (3%) from the preceding Lease Year.

The term "Lease Year" shall mean each successive period of twelve (12) consecutive calendar months, commencing on the Monthly Base Rent Commencement Date. Should the Monthly Base Rent Commencement occur on a date other than the first day of a calendar month, then the first Lease Year shall consist of the partial month during which such Commencement Date occurred, together with the next succeeding twelve (12) calendar months. Tenant shall pay its first month's Monthly Base Rent upon execution of this Lease.

m. Renewal Term Rents

Landlord and Tenant agree that the Monthly Base Rent for a Renewal Term as set forth in Section 1.1(h) shall be determined by the fair market value at such time of renewal.

n. Permitted Uses

Tenant shall use the Premises primarily as a UMC Quick Care and Primary Care Facility (medical and administrative offices) and subject to all applicable laws and the restrictions set forth in the CC&R's.

o. Exclusive Use

For so long as the Premises is open and operating by Tenant and Tenant is not in default of this Lease, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Project (including any expansion thereof) to any entity whose primary, secondary, or ancillary business is a primary care, general or urgent pediatrics and convenient care or urgent medical care facility treating walk-in patients for episodic care. Any exclusive use given to Tenant herein shall not apply to any existing tenants already open for business. Tenant shall not violate any existing exclusive use provided for in the Declaration (defined below). Notwithstanding the preceding, Landlord does not have actual knowledge of



any existing tenant with exclusive rights which could interfere with Tenant's planned operations and rights pursuant to this Section 1.1o.

p. Security Deposit

None.

q. Guarantor

None.

r. Address of Guarantor

N/A.

s. Tenant's Broker

Larry Singer
Newmark Knight Frank
3030 Howard Hughes Pkwy., Suite 180
Las Vegas, NV 89169

t. Landlord's Broker

Douglas Crook
650 S. Main Street
Las Vegas, NV 89101

u. Tenant's Minimum Operating Hours

As determined by Tenant.

v. Signage

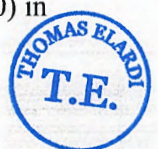
Subject to the terms and conditions of Landlord's Sign Criteria (Exhibit "E"), Tenant shall place a building sign on the front building façade at Tenant's sole expense. Landlord has approved an image of the Tenant's proposed building sign which is attached hereto as Exhibit "E-1." Tenant shall be allotted space on the Shopping Center pylon sign at Landlord's sole expense.

w. Tenant's Budgetary Limits and Fiscal Fund Out

This provision shall apply to this Lease and shall take precedence over any conflicting terms and conditions, and shall limit Tenant's financial responsibility. The Tenant, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which requires Tenant to budget annually for its expenses and which prohibit Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All Tenant's financial obligations under this Lease are subject to those statutory requirements, and the following two (2) paragraphs below (hereinafter the "Fund Out Clause").

Notwithstanding the monetary obligations of this Lease, the total amount of Tenant's payment obligations hereunder for any fiscal year shall not exceed those monies appropriated and approved by Tenant for the then current fiscal year under the Local Government Budget Act. Tenant 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 Tenant's using department or General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.

Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and Tenant's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in



which the Tenant's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts due.

x. Parking

Landlord shall permit Tenant to place signage on poles along with painted curbs and striping, on 4 reserved parking spaces for providers and 6 parking spaces in the location identified on the Site Plan attached hereto as Exhibit "A-1." The Premises shall include at least two (2) designated parking spaces with nearby curb cuts and ramp for the use of persons with disability placards or license plates near the main entrance to the Premises.

1.2 Significance of Basic Lease Provisions:

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 shall be deemed and construed to incorporate all the terms provided under each such Basic Lease Provision; provided, that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of those Basic Lease Provisions.

1.3 Enumeration of Exhibits:

The exhibits enumerated in this Section and attached to this Lease are incorporated herein by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligations on its part stated in any and all such Exhibits:

Exhibit A	Site Plan for the Shopping Center
Exhibit A-1	Parking
Exhibit B	Description of Landlord's Work
Exhibit B-1	Construction Control Fund Agreement (as applicable)
Exhibit C	Demising Plan of Premises (which shall establish the floor area contained therein, sometimes herein referred to as "Floor Area.")
Exhibit D	Tenant Estoppel Letter
Exhibit E	Sign Criteria
Exhibit E-1	Tenant's Approved Building Sign
Exhibit F	Restrictions on Use



2 - PREMISES

2.1 Shopping Center:

The Shopping Center and Premises are depicted on the Site Plan attached hereto as "Exhibit A." Tenant shall only have such rights in and to the Shopping Center as are specifically set forth herein. The Premises shall not be relocated nor shall Tenant be subject during the term of the Lease to a relocation to any building or structure other than the Premises.

2.2 Premises and Demise:

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Section 1.1 and generally depicted by cross hatching or marking on the Site Plan. The Premises are also depicted in the Demising Plan of Premises attached hereto and made a part hereof as Exhibit "C."

2.3 Reserved to Landlord:

Landlord reserves the use of the exterior walls (other than store fronts), demising walls, and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center. Further, Landlord has the right to use the land below and the area above the Premises in any manner which does not materially interfere with Tenant's use of the Premises.

2.4 Exclusive Use:

Landlord represents, warrants, and covenants that from and after the Effective Date through the termination of this Lease, neither Landlord nor any Landlord Affiliate, successor or assigns, will lease any space in the Shopping Center (except the Premises hereby demised) as the same may now exist or as now being reconstructed or as enlarged or altered at any time in the future, or permit the use or occupancy of any such space, whether at wholesale or at retail, to any tenant or other occupant which would violate Tenant's exclusive use under Section 1.1(o).

3 - TERM-LANDLORD AND TENANT'S WORK

3.1 Lease Term:

a. Lease Commencement Date and Monthly Base Rent Commencement Date.

This Lease shall be for the term set forth in Section 1.1(h) above ("Term" or "Lease Term"). The Monthly Base Rent Commencement Date shall commence upon the issuance of a valid Certificate of Occupancy for the Premises issued by the Clark County Department of Building and Fire Prevention. Landlord will provide Tenant written notice of the issuance of the Certificate of Occupancy, which notice shall also set forth the date Tenant may take possession of the Premises. The terms and conditions of this Lease shall apply, and this Lease shall constitute a binding agreement between Landlord and Tenant, from and after the date set forth in Section 1.1(a). The Lease Term shall commence on the Lease Commencement Date and shall terminate at midnight on the last day of the Lease Term; provided that, Tenant's rental obligations and all other monetary obligations under this Lease shall commence as of the date set forth in Section 1.1(j) ("Monthly Base Rent Commencement Date").

b. Renewal Option(s)

So long as Tenant is not in default of this Lease at the expiration of the Lease Term or any Renewal Term, or at the time of giving any notice of election to renew this Lease, Tenant shall have the right to extend the Lease Term for up to the number of Renewal Terms as set forth in Section 1.1(h). It shall be a condition of Tenant's right to exercise any subsequent Renewal Term that Tenant shall have duly



exercised all previous Renewal Terms. The exercise of Tenant's option for any Renewal Term shall only be valid and effective if Tenant has notified Landlord thereof in writing no sooner than twelve (12) months nor later than three (3) months prior to the expiration of the Lease Term or any prior Renewal Term, as applicable. All such Renewal Terms, if exercised by Tenant, shall be on all of the same terms, covenants, conditions and agreements as are set forth in this Lease, provided however, that the parties mutually agree that all rent or other sums paid by Tenant will be limited to a fair market value determined by a mutually accepted appraisal method.

3.2 Landlord's and Tenant's Work:

a. Landlord's Work

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 nor used by Tenant for furniture, fixtures (defined as those items not included in Tenant's drawings) and/ or equipment, such responsibility and associated costs shall be Tenant's. Landlord's and Tenant's proposed timeline for completion of Landlord's Work includes:

- (i) delivery of working drawings to Landlord (estimated forty-five (45) days)
- (ii) Landlord's acceptance of working drawings and preliminary identification of Contractor (4 weeks)
- (iii) Tenant's confirmation of construction agreement and opportunity to agree with the selected Contractor to ensure the same can meet the specifications in the working drawings and other applicable obligations pursuant to this Agreement (1-2 weeks)
- (iv) permitting of Landlord's Work (estimated thirty (30) days)
- (v) construction of Landlord's Work (estimated seven (7) months).

The term substantial completion of Landlord's Work is hereby defined to mean that the Premises are substantially complete to the extent of Landlord's Work specified in Exhibit "B" hereof, with the exception of (a) reasonable "punch-list" items which Landlord shall correct within thirty (30) days after substantial completion, and (b) such work as Landlord cannot complete until Tenant performs necessary portions of Tenant's Work. Landlord will complete Landlord's Work in a workmanlike manner using the degree of skill, efficiency and knowledge that is possessed by those of ordinary skill, competency and standing, and Landlord's Work shall be completed in accordance with construction industry standards. Landlord shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, including, without limitation, prevailing wage requirements as set forth in NRS Chapter 338, specifically NRS 338.013 to NRS 338.090, inclusive; compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder ("ADA"); and similar laws. Any changes to Landlord's Work requiring a change order or modification of the construction contract for Landlord's Work must be pre-approved by Landlord and Tenant in writing. Landlord has the right to select the general contractor for Landlord's Work, provided such general contractor has experience with projects subject to prevailing wage requirements. Any UMC change orders that are beyond the scope of the agreed plans as depicted on the attached Exhibit B, shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications and must be pre-approved by Landlord and Tenant in writing.

b. Tenant's Work

Tenant shall commence the installation of fixtures, equipment and any other Tenant's Work promptly upon substantial completion of Landlord's Work and Tenant shall diligently pursue such installation and work to completion. All of Tenant's Work shall be at Tenant's sole cost and expense and



shall be pursuant to plans and specifications which have been previously approved by Landlord in writing, which approval shall not be unreasonably withheld. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. The location of the trash containers shall be determined by Tenant. Tenant and any of Tenant's contractors shall keep the Common Areas free of all construction and related debris. Prior to opening for business, Tenant shall use commercially reasonable efforts to remove all construction and other debris from the Premises and Common Area, and all such areas shall be in broom clean condition and the Common Area shall be returned to the condition it was in prior to commencement of Tenant's Work. All Tenant's Work shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect to Tenant's Work and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, including, without limitation, compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder ("ADA"), and similar laws. Notwithstanding Landlord's review of the plans and specifications for Tenant's Work, and whether or not Landlord approves or disapproves such plans and specifications, Tenant and not Landlord shall be responsible for compliance of such plans and specifications and of Tenant's Work with all applicable laws.

c. Condition of Premises:

Except for Landlord's Work as set forth under Exhibit "B" Tenant accepts the Premises "AS IS" unless otherwise agreed upon by the parties hereto and further defined in this Lease. Tenant acknowledges that it has examined the Premises and accepts the Premises in its, then, present condition. Except for Section 6 herein, Tenant acknowledges that it has not relied on any representation of any other tenant becoming or remaining a tenant in the Project as a material factor or as consideration for entering into this Lease.

4 - RENT

4.1 Monthly Base Rent:

a. Monthly Base Rent

Tenant shall pay to Landlord, without notice or demand and without any set-off or deduction whatsoever, a fixed monthly base rent as set forth in Section 1.1(l) ("Monthly Base Rent"). Monthly Base Rent shall be paid monthly in advance on or before the tenth day of each calendar month of the Lease Term commencing with the Monthly Base Rent Commencement Date, and shall be delinquent if not so paid on or before the tenth day of each month. Monthly Base Rent for any partial month occurring after the Monthly Base Rent Commencement Date or at the conclusion of the Lease Term shall be prorated and shall be payable on the first day of such partial month.

b. Application of Rent

No payment by Tenant or receipt by Landlord of lesser amounts of rent or additional rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent or additional rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or additional rent or pursue any other remedy provided in this Lease.

4.2 Adjustments (based on lease year):

a. Taxes, Fees and Insurance



Subject to Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in monthly installments, Tenant's Pro Rata Share of all real property and personal property taxes (as defined below) and insurance premiums. Said insurance premiums shall include all premiums for Landlord's fire and extended coverage (and/or "All-Risk") insurance, comprehensive general liability insurance, business interruption and loss of rents insurance, and any other insurance and endorsements that Landlord deems necessary for the Shopping Center. Notwithstanding anything to the contrary herein, Tenant's Pro Rata Share of expenses set forth in this Section 4.2 shall not exceed Fifty-four Cents (\$0.54) per square foot per month for the first Lease Year. For each year of the Lease Term following the first Lease Year, such amount shall not increase by more than three percent (3%) per annum.

The terms "fees" shall include all assessments, whether special or general, and shall include any road improvement districts, and water improvement district, if any, and any other utility installation hookup, meter fees, fixture fees, tie in or similar charges or assessments that are levied upon and/or assessed against the Premises or the Shopping Center and/or improvements now or hereafter in place at the Shopping Center or that provide the Shopping Center with parking or other services and/or which are payable during or with respect to the Lease Term.

Property Taxes:

(a) **Real Property Taxes.** Tenant shall pay as Additional Rent all Real Property Taxes on the Premises (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed on the Premises by or for the benefit of Tenant) during the Lease Term.

(b) **Definition of "Real Property Tax".** "Real Property Tax" means: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Premises (however, Tenant shall not be responsible for any penalty or interest caused by Landlord's (or its agent's) late payment); (ii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Premises by any governmental agency; and (iii) any charge or fee replacing any tax previously included within the definition of Real Property Tax; and (iv) any tax imposed based upon a reassessment of the Premises due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Premises. Notwithstanding anything to the contrary in this Lease, "Real Property Tax" does not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(c) **Joint Assessment.** If the Premises are not separately assessed, Landlord shall reasonably determine Tenant's Proportionate Share of the Real Property Tax payable by Tenant under Section 4.2(f) from the assessor's worksheets or other reasonably available information and the same will be treated as Additional Rent.

(d) **Personal Property Taxes.**

1. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use its best good faith efforts to have personal property taxed separately from that of the Premises.

2. Notwithstanding the above subsection (a), if any of Tenant's personal property is taxed with the Premises, Tenant shall pay Landlord the taxes for the personal property as Additional Rent.

b. **Common Area Maintenance and Charges**

The term "Common Areas" is defined in Section 12.2 hereof.



The term "Common Area Maintenance Charge" is hereby defined to mean the total of all costs and expenses incurred in managing, operating, equipping, lighting, repairing, replacing and maintaining the on-site and off-site Common Areas of the Shopping Center. Such costs shall include, without limitation, all costs and expenses for: materials, supplies, repairs, maintenance, painting, relocation of facilities, resurfacing of paving, lighting, cleaning, sweeping, painting, striping, compliance with laws, ordinances and codes, removing of rubbish or debris, policing and inspecting, providing janitorial, private police protection, security patrol, or night watchmen (including, but not limited to uniforms), fire protection and security alarm systems and equipment, heating and air conditioning (to the extent, if any, Landlord incurs any expense therefor), comprehensive liability, property damage, vandalism, malicious mischief, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards deemed appropriate by Landlord, fidelity bonds, real estate taxes, including all real estate taxes and assessments whether general or special and all improvement district assessments whether public or private (provided, however, that any such real estate taxes for which the Premises is separately assessed and which Tenant is paying directly or paying separately to Landlord shall be excluded), personal property taxes, and all costs of maintenance and/or replacement of paving, curbs, walkways, remarking, directional or other signs, landscaping, including landscaping areas outside the Shopping Center, in the vicinity thereof, that Landlord is permitted or required to maintain for the enhancement of the overall aesthetics and functioning of the Shopping Center, drainage and storm drain facilities, lighting facilities, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, the cost of servicing and maintaining any sprinkler system, all in-line building roof repairs and maintenance including but not limited to patching, resurfacing and preventative maintenance, and painting or renovation of the exterior portion of all or any part of the in-line buildings.

Subject to Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Monthly Base Rent Commencement Date, Tenant shall pay to Landlord monthly Tenant's Pro Rata Share of the Common Area Maintenance Charge for each calendar month. The amount of the monthly Common Area Maintenance Charge shall be equal to Tenant's Pro Rata Share of Common Area Maintenance Charge as set forth in Section 4.2(c) below, multiplied by the operating cost budget or statement of anticipated monthly Adjustments pursuant to Section 4.2(e) below. Tenant's obligation to pay its Pro Rata Share of the Common Area Maintenance Charge is not conditioned on any other tenant's obligation to pay the charge. Notwithstanding anything to the contrary herein, Tenant's Pro Rata Share of the Common Area Maintenance Charge shall not exceed Fifty-four Cents (\$0.54) per square foot during the Lease Term. For each year of the Lease Term following the first Lease Year, such amount shall not increase by more than three percent (3%) per annum.

c. Definition of Tenant's Pro Rata Share

"Tenant's Pro Rata Share" shall be a fraction, the numerator of which is the gross leasable area of the Premises and the denominator of which is the gross leasable floor area of the buildings constructed in the Shopping Center from time to time. Gross leasable floor area does not include patios, overhangs, drive-throughs, garden centers and outdoor sales areas. Provided, however, that if any tenants in said buildings have obtained written approval from Landlord to pay their taxes directly to any taxing authority, or to carry their own insurance, or to maintain part of the Common Area at their own expense, their gross leasable square footage shall not be deemed a part of the floor area for the purposes of pro rating said taxes, or said insurance, or said Common Area Maintenance Adjustments, as applicable.

d. Definition of Adjustments

For the purposes of this Lease, the term "Adjustments" shall collectively include real estate taxes, assessments, insurance, Common Area Maintenance Charges, and all other costs and expenses to be paid pursuant to this Section 4. Tenant's Pro Rata Share of Adjustments shall be additional rent and shall be paid at the time and in the manner set forth below and shall not exceed those amounts set forth elsewhere in this Lease.



e. **Statement of Adjustments**

Upon commencement of the obligation to pay Adjustments, and annually thereafter on or about the commencement of each calendar year, Landlord shall submit to Tenant at the Notice Address set forth in Section 1.1(c) a statement of the anticipated monthly Adjustments and other charges, if any, as determined by Landlord for the period between such commencement and the following January, and Tenant shall pay the same and all subsequent monthly payments concurrently with the payment of Monthly Base Rent or if no Monthly Base Rent is due, such Adjustments shall be due and payable on or before the first day of each month, in advance without adjustment or offset. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 31st of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Shopping Center actually incurred for the prior calendar year and Tenant's Pro Rata Share thereof. The first and last such statements during the Lease Term shall be prorated for the partial years occurring at the beginning and at the conclusion of the Lease Term. In the event the total of the monthly payments which Tenant has made for the prior calendar year or partial calendar year shall be less than Tenant's actual Pro Rata Share of such Adjustments and other charges, then Tenant shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Landlord so long as the same do not exceed the amount set forth in Section 1.1(l).

5 - USE

5.1 Permitted Uses:

Tenant shall not use nor permit or suffer the use of the Premises for any business or purpose other than the purpose set forth in Section 1.1(o) above, without the prior written consent of Landlord, which consent may be withheld in Landlord's good faith business judgment or be made subject to such conditions as Landlord deems appropriate.

5.2 Compliance with Laws:

Tenant shall, at its sole cost and expense, materially comply with all federal, state, county or municipal laws, ordinances, rules, regulations, directives, orders and/or requirements now in force or which may hereafter be in force with respect to the Premises (including storefronts and entrances), Tenant's use and occupancy of the Premises and Tenant's business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies (including the Insurance Services Organization) now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

6 - UTILITIES

6.1 Tenant's Obligation:

Tenant shall pay before delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power, telephone service, trash and garbage removal, sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires from the Monthly Base Rent Commencement Date and throughout the Lease Term. If, during the Lease Term, Landlord or Tenant is required to convert or replace any HVAC or utility system or equipment servicing the Premises, including but not limited to systems or equipment using the chlorofluorocarbon known as "freon," in order to comply with any federal, state, county, borough or municipal statute, ordinance, rule, regulation, directive, order or requirement, then Landlord shall promptly pay all of the costs and expenses.



6.2 Landlord's Warranties and Representations:

a. Landlord warrants and represents that as of the date Tenant takes occupancy of the Premises, water, gas, heat, electricity, power, telephone service, internet service, cable service, and sewer services are connected to the Premises and are accessible by Tenant. Landlord shall be responsible for any repair or remediation of any curtailment or interruption in utility services other than an interruption due to Tenant's non-payment of such utility services. Landlord warrants that all such utility services are separately metered. Should such utility services not be separately metered, Landlord shall be responsible for the cost of installing any required meters.

b. Landlord is aware of Tenant's planned use and operations in the Premises and is not aware of any restrictions that would interfere with Tenant's planned operations, including but not limited to exclusive rights to other tenants, recorded easements, covenants, conditions and restrictions or other matters of any kind.

c. Landlord is not aware of any environmental concerns related to use of Hazardous Substances that, as that term is defined in Section 22.11.

7 - LICENSES AND TAXES

7.1 Tenant's Obligation:

Tenant shall be liable for, and shall pay throughout the Lease Term, all license and excise fees and occupation taxes covering Tenant's business conducted on the Premises. If any governmental authority or unit under any present or future law effective at any time during the Lease Term hereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Premises or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of said property, such tax shall be paid by Tenant, either directly or through Landlord, and upon Tenant's default therein, Landlord shall have the same remedies as upon failure to pay Monthly Base Rent. It is understood and agreed, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord unless, and then only to the extent that, the net income tax is a substitute for real estate taxes.

8 - ALTERATIONS

8.1 Alterations by Tenant:

Tenant shall not make any alterations, additions or improvements in or to the Premises including any penetration of the roof or roof membrane without the prior written consent of Landlord which consent shall be in Landlord's sole and absolute discretion and may be subject to such conditions as Landlord may deem appropriate.

8.2 Required Alterations:

In the event that either Landlord or Tenant, during the term hereby demised, shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance, to repair, alter, remove, reconstruct, or improve any part of the Premises, then Tenant shall make or Tenant shall be required to permit Landlord to perform such repairs, alterations, removals, reconstructions, or improvements without effect whatsoever to the obligations or covenants of Tenant herein contained, at Landlord's sole cost and expense. Should any such repairs, alterations, removals, reconstructions, or improvements impact Tenant's operations, Tenant shall be entitled to an abatement of rent.



9 - MAINTENANCE OF PREMISES

Maintenance and Repair by Landlord and By Tenant:

9.01 Landlord's Obligations:

A. Except as provided in Section 17 (Destruction), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls, landscape irrigation backflow, exterior paint, stucco, and roof of the Premises and all components of electrical, mechanical, plumbing, to include sewer and water main (See Section 9.02.01) and facilities for the Common Areas of the Premises, as well as other Common Areas, including parking areas, paving, curbs, walkways and landscaping. Tenant shall grant access to the Premises at any time to Landlord's licensed heating and air conditioner contractor for any and all inspection purposes, maintenance, repairs, or any other maintenance obligation required for the heating and air conditioning system.

However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls.

Landlord shall make repairs under this Section 6.01 within a reasonable time, no later than (6) six business days, after receipt of written notice from Tenant of the need for such repairs.

B. Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage to person(s) or property resulting from the acts or omissions of persons occupying space adjoining or adjacent to the Premises or connected to the Premises or any other part of the Project caused by, but not limited to, events such as the breaking or falling of electrical cables or wires, or the breaking, bursting, stoppage or leaking of water, gas, sewer or steam pipes or loss of HVAC; provided however, Landlord shall warrant the maintenance and repair of the HVAC unit for period of one (1) year from the Lease Commencement Date, unless repair to the HVAC unit is due to the negligence or misconduct of Tenant. None of the above events shall constitute an actual or constructive eviction, provided, however during any period when there is interference with Tenant's use of the Premises by reason contemplated herein and not caused by the negligence or acts of Tenant or its agents, employees, or representatives, and such interference with Tenant's use occurs for more than four (4) consecutive days, then upon the fifth (5th) day, Rent shall be equitably abated in proportion to the degree of such interference. Such abatement shall commence upon the fifth (5th) day following the date such interference was introduced and shall end upon the date after the completion of the repair to the affected portion of the Premises or Shopping Center caused by such interference, but not to exceed thirty (30) days.

9.02 Tenant's Obligations:

9.02.1 Except as provided in Section 17 (Destruction), Tenant shall keep all portions of the Premises (including nonstructural, interior, systems, all plumbing and sewage facilities within the Leased Property including free flow up to the main sewer line, fixtures, HVAC, equipment, flooring, storefront, plate glass, etc.) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Premises or any system or HVAC or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Premises or system of HVAC after warranty period as described above or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term, but if the benefit or useful life of such replacement extends beyond the Lease Term (as such Lease Term may be extended by exercise of any applicable options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended); and Tenant shall be liable only for that portion of the cost which is applicable to the Lease Term (as extended). If any part of the Premises or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property. It is the intention of Landlord and Tenant that at all



times each shall maintain the portions of the Premises which each is obligated to maintain in an attractive, first-class and fully operative condition.

9.02.2 Tenant shall fulfill all of Tenant's obligations under this Section at Tenant's sole cost and expense. If Tenant fails to maintain repair or replace the Premises as required by this Section, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair within thirty (30) days of receipt of Landlord's invoice.

9.03 **Alterations:** After the Lease Commencement Date, Tenant will not make any alterations to the Premises with a cost greater than Five Thousand Dollars (\$5,000.00), without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Should any such work require alterations that affect the heating, ventilation, air conditioning, plumbing, structural, electrical or mechanical systems of the Project, the roof, or the structure of the Project, Landlord's prior written approval will be required.

9.04 **Tenant Fixtures:** Notwithstanding anything in Section 6.02, Tenant may, with prior written consent of Landlord, install trade fixtures, equipment and machinery in conformance with ordinances of the applicable city and county, and they may be removed upon termination of the Lease, provided the Premises are not damaged by their removal.

9.05 **Mechanic's Liens:** Tenant will pay all costs for alterations and will keep the Premises, the Project and the underlying property free from any liens arising out of work performed for, materials furnished to or obligation incurred by Tenant.

9.06 **Other Construction:** Landlord will have the right to construct or permit construction of tenant improvements in or about the Project for existing and new tenants and to alter any public areas in and around the Project in compliance with the terms and conditions of this Lease. Notwithstanding anything which may be contained in this Lease, Tenant understands this right of Landlord and agrees that such construction will not be deemed to constitute a breach of this Lease by Landlord, and Tenant waives any such claim which it might have arising from such construction, however, Landlord shall not unreasonably restrict Tenant's ingress or egress to the Premises.

9.07 **Condition Upon Termination:** Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises to Landlord, "broom clean" and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provisions of this Lease. Tenant shall not be obligated to repair any damage which Landlord is required to repair under the Section 17 "Destruction". In addition, Landlord may require Tenant to remove any alterations, additions or improvements made without Landlord's consent prior to the expiration of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) regardless of Landlord's prior written consent: any power wiring or power panels, lighting or lighting fixtures, wall covering, drapes, blinds or other coverings, carpets or other floor coverings, heaters, air conditioners or any other heating or air conditioning equipment, fencing or security gates, or other similar building operating equipment and decorations. Tenant shall contact Landlord's Property Management Company to coordinate a date to turn off power, surrender any keys, and obtain the final inspection of



Premises which, in turn, will facilitate a refund of the Advance Rent, and any other amounts to be refunded to Tenant pursuant to this Lease.

10 - LIENS AND ENCUMBRANCES

10.1 Liens:

Tenant shall keep the Premises and the Shopping Center in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

10.2 Encumbrances:

Tenant shall not cause or suffer to be placed, filed or recorded against the title to the Premises, the Building of which the Premises is a part, the Shopping Center or any part thereof, any mortgage, deed of trust, security agreement, financing statement or other encumbrance.

11 - ASSIGNMENT, MORTGAGING AND SUBLETTING

11.1 Assignment, Mortgaging, or Sublease:

Neither Tenant, nor Tenant's legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be voidable at the option of Landlord and, at the option of Landlord, shall terminate this Lease. If this Lease is assigned upon the consent of Landlord, then all of Tenant's obligations, duties, and liabilities under the terms of this Lease or under any law are extinguished.

12 - COMMON AREAS

12.1 Tenant's Rights:

Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the Lease Term, subject to the terms and conditions of any recorded easements, covenants, conditions and restrictions or other matters with respect thereto; provided, that anything herein to the contrary notwithstanding, nothing herein shall directly or indirectly create or give rise to any rights of or to the public in the Shopping Center or any part thereof.

12.2 Control of Common Areas by Landlord:

Landlord shall at all times have the exclusive control and management of the Common Areas of the Shopping Center. For the purposes of this Lease, "Common Areas" or "Common Area" shall include but not be limited to all automobile parking areas, access roads, driveways, entrances, retaining walls and exits thereto, truck way or ways, package pick-up stations, pedestrian malls, courts, walkways, trails, parks, sidewalks and ramps, landscaped areas, exterior stairways, the roofs and exteriors of in-line buildings, and other areas, improvements, facilities and special services as from time-to-time established, configured and/or modified by Landlord for the general use, in common, of tenants of the Shopping Center, and their officers, agents, employees and invitees.

12.3 Rules and Regulations:

Tenant shall comply with the rules and regulations that Landlord may from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant only after delivery of a copy of them to Tenant. Tenant shall be given thirty (30) days' notice of any changes to the rules and regulations. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations of any



other tenants or occupants, but will apply the rules and regulations evenly and without discrimination and shall not unreasonably interfere with Tenant's planned operations in the Premises.

13 - INSURANCE AND INDEMNITY

13.1 Indemnification:

Landlord, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Tenant, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Landlord or the employees or agents of Landlord.

13.2 Insurance:

Tenant is self-insured and is subject to the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Tenant has not waived and intends to assert all available NRS Chapter 41 liability limitations in all cases and does not waive any defense or right to indemnification that may exist in law or equity to Tenant. Upon request, Tenant will provide Landlord with a Certificate of Coverage certifying such self-coverage and any excess insurance above the self-insured amount.

Notwithstanding the foregoing, the Contractor for Landlord's Work shall be required to insure the tenant improvement's during construction until the Certificate of Occupancy is issued, at which time the Tenant shall be responsible for insuring, subject to its program of self-insurance, all Tenant Improvements within the interior of the building and all Tenant furniture, fixtures and equipment, and the Landlord shall be responsible for insuring the building.

14 - EMINENT DOMAIN

14.1 Total Taking:

If all of the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and all Monthly Base Rent, Adjustments and other rentals and charges due hereunder shall be paid to that date and the entirety of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated. The term "eminent domain" shall include the taking or damaging of property by, through or under any governmental or quasi-governmental authority, and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

14.2 Partial Taking:

If more than fifteen percent (15%) of the floor area of the Premises shall be taken or appropriated, this Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Landlord and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event that more than ten percent (10%) of the parking areas or other Common Areas of the Shopping Center or any access point to an adjacent street, road, highway or avenue shall be taken or appropriated, then Landlord may at its option terminate this Lease by written notice given to Tenant within sixty (60) days of the date of such taking. If this Lease is so terminated, all Monthly Base Rent, Adjustments, and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises or Common Areas are taken by eminent domain and this Lease is not terminated,



Landlord shall at its expense proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises and Common Area to the condition it was in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its fixtures, furniture, furnishings, leasehold improvements, floor covering and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the Premises taken, the Monthly Base Rent payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking. Should Tenant exercise its right to terminate the Lease under this Section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

14.3 Damages:

Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain, and Tenant shall make no claim whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in removing Tenant's merchandise, furniture, trade fixtures and equipment or for damage to Tenant's business; provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages and provided that any award to Tenant will not result in a diminution of any award to Landlord.

15 - DEFAULT BY TENANT

15.1 Default by Tenant:

a. Tenant Default

Tenant shall be in default of this Lease if (1) Tenant fails to timely make any payment of rent, additional rent or any other sum due from Tenant hereunder as and when due, or (2) Tenant fails to fulfill or perform any other term, covenant, condition, provision or agreement of this Lease if such failure continues to exist after thirty (30) days written notice thereof given by Landlord to Tenant, unless Landlord determines in its reasonable discretion that such failure creates an emergency situation in which case Tenant must cure such failure immediately upon five (5) days written notification by Landlord, or (3) the Premises become vacant or deserted for 20 consecutive business days, or (4) Tenant shall cease to occupy the Premises or shall remove substantially all of Tenant's fixtures or furniture therefrom, or ((5) Tenant assigns or otherwise transfers substantially all of the assets used in the business conducted in the Premises and Landlord has not provided written consent, which shall not be unreasonably withheld, of a transfer of this Lease.

16 - LANDLORD RIGHTS

In the event of any material default by Tenant hereunder, Landlord shall have those rights expressly enumerated in this Lease. In the event of any default by Tenant hereunder, Landlord shall have the option to terminate this Lease by written notice to Tenant. Upon receipt of such written notice of termination, Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If Tenant fails to so quit and surrender the Premises as aforesaid, Landlord shall have the right, without notice, to re-enter the Premises either by force or otherwise and dispossess Tenant and the legal representatives of Tenant and all other occupants of the Premises by unlawful detainer or other summary proceedings, or otherwise, and remove their effects and regain possession of the Premises (but



Landlord shall not be obligated to effect such removal) and Tenant hereby waives service of notice of intention to re-enter or to institute legal proceedings to that end.

17 - TENANT TERMINATION

Tenant shall have the one time right to terminate the lease at Month 60 of this Lease. To exercise the option, Tenant must present Landlord with a written notice to terminate no later than 180 days prior to month 60 of this Lease and no earlier than 365 days prior to month 60 of this Lease. If Tenant elects to terminate this Lease under its termination right then Tenant shall pay to Landlord the one-time early termination fee in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), payable to Landlord within thirty (30) days of written notice of termination.

18 - DEFAULT BY LANDLORD

18.1 Default by Landlord:

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises and/or Shopping Center whose name and address shall have theretofore been furnished to Tenant in writing in accordance with this Lease. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until any such mortgagees and/or deed of trust holders have been provided an opportunity to cure as set forth below. Should Landlord be considered in default, then Tenant reserves the right, at Tenant's sole option, to terminate the Lease and seek any and all remedies at law or in equity. Should Tenant choose to terminate the Lease pursuant to this section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

19 - RECONSTRUCTION

19.1 Reconstruction-Insured Loss:

In the event the Premises are damaged by fire or other perils covered by Landlord's insurance, Landlord agrees to forthwith repair same to the extent of insurance proceeds available by reason of such damage or destruction, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Monthly Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises; provided, that if the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

19.2 Uninsured Loss:

In the event the Premises are damaged as a result of any cause other than the perils covered by Landlord's insurance, Tenant may terminate this Lease upon thirty (30) days written notice and Tenant shall only be responsible for the rent due for one (1) subsequent month reduced by a proportionate reduction. Should Tenant choose not to terminate Lease, then Landlord shall (except where the damage or destruction is caused by the negligence of Tenant, its employees, agents, contractors, licensees or invitees in which case Tenant shall repair all damage) forthwith repair the same, provided the extent of the destruction be less



than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost and Tenant chooses not to terminate Lease, Landlord shall then have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Monthly Base Rent to be proportionately reduced as hereinabove in this Section provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of Landlord giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Monthly Base Rent, reduced by a proportionate reduction, based upon the extent if any, to which such damage substantially interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination. In the event Landlord shall determine to repair or restore the Premises, Tenant shall at its sole cost and expense, repair and restore any of Tenant's fixtures, equipment and leasehold improvements which are damaged or destroyed by the uninsured cause.

19.3 Partial Destruction of Shopping Center:

If fifty percent (50%) or more of the Rentable Area of the portion of the Shopping Center owned by Landlord is damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord or Tenant may terminate this Lease and the tenancy hereby created by giving the other party not less than thirty (30) days' prior written notice of such election; provided, however, that such notice shall be given, if at all, within the sixty (60) days following the date of occurrence of said damage or destruction. Monthly Base Rent shall be prorated as of the date of such termination.

20 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION

20.1 Subordination - Notice to Mortgagee:

This Lease shall be subordinate to any existing or future mortgages, deeds of trust, and/or security documents on or encumbering the portion of the Shopping Center owned by Landlord or on the leasehold interest held by Landlord and to any extensions, renewals, or replacements thereof. This clause shall be self-operating and no further instrument of subordination shall be required. Notwithstanding the foregoing, at the written request of Landlord at any time and from time to time and at no charge to Landlord, Tenant shall within ten (10) days thereafter execute, acknowledge and deliver all instruments which may be required as evidence of such subordination and attornment provided that the mortgagee or beneficiary, as the case may be, shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default at such time. Tenant covenants and agrees to attorn to any successor to Landlord's interest in this Lease, and in that event, this Lease shall continue as a direct lease between Tenant herein and such landlord or its successor. In any case, such Landlord or successor shall not be bound by any prepayment on the part of Tenant of any rent for more than one month in advance, so that Monthly Base Rent and Adjustments shall be payable under this Lease in accordance with its terms, from the date of the termination or assignment of the Lease, as if such prepayment had not been made. In addition, the beneficiary of any deed of trust shall not be bound by any amendment or modification of this Lease made without the express written consent of the beneficiary under such deed of trust if such consent is required thereunder.

20.2 Tenant's Certificate:

Tenant shall at any time and from time to time and at no charge to Landlord, upon not less than ten (10) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a Tenant Estoppel Letter in the form attached hereto as Exhibit "D," or on a form as otherwise required by Landlord or its lender.

20.3 Mortgagee Protection Clause:



Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated if such remedies are being so diligently pursued.

21 - ACCESS BY LANDLORD

21.1 Right of Entry:

Landlord or Landlord's employees, agents and/or contractors shall have the right to enter the Premises at any reasonable time with 48-hour advance notice to examine the same, and to show them to prospective purchasers or tenants of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable; however, Landlord shall not have access nor right of entry at any time to any of Tenant's patient examination rooms, without the approval of Tenant, which approval shall not be unreasonably withheld except in the event a patient is occupying said examination room. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its agents may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the Premises or Building of which the Premises is a part except as otherwise specifically provided for herein. No additional locks, other devices or systems which would restrict access to the Premises shall be placed upon any doors without the prior consent of Landlord; provided however, Landlord agrees that Tenant may lock and deny access to areas of the Premises that contain Protected Health Information ("PHI"), at that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated regulations, as amended from time to time. Landlord's consent to installation of anti-crime warning devices or security systems shall not be unreasonably withheld provided Landlord shall not be required to give such consent unless Tenant provides Landlord with a means of access to the Premises for emergency and routine maintenance purposes.

22 - SURRENDER OR ABANDONMENT OF PREMISES

22.1 Surrender of Possession:

Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Premises for sixty (60) days prior to the expiration or prior termination of this Lease.

22.2 Holding Over:

Any holding over by Tenant with the consent of Landlord after the expiration or termination of the Lease hereof shall be construed to be a tenancy from month-to-month on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy; provided, that the Rent for such hold-over period shall be an amount equal to the Monthly Base Rent due for the last month of the Lease Term.



23 - QUIET ENJOYMENT

23.1 Landlord's Covenant:

Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, shall have and quietly enjoy the Premises for the Lease Term without disturbance by Landlord or any party claiming by or through Landlord.

24 - MISCELLANEOUS

24.1 Successors or Assigns:

All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants, sublessee, concessionaires, assigns and marital communities, if any, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

24.2 Tenant Defined:

The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as a Tenant herein or who executes this Lease as Tenant.

24.3 Broker's Commission; Agency Disclosure:

Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that it has not dealt with or has any knowledge of any real estate broker, agent or salesperson in connection with this Lease except as set forth in Section 1.1(s).

24.4 Partial Invalidity:

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24.5 Recording:

Tenant shall not record or file this Lease or any form of Memorandum of Lease, or any assignment or security document pertaining to this Lease or all or any part of Tenant's interest therein without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord shall deem appropriate.

24.6 Notices:

Any notices required in accordance with any of the provisions herein or desired to be given hereunder, if to Landlord shall be delivered personally, sent by facsimile transmittal, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to the address of Landlord as set forth in Section 1 or at such other place as Landlord may in writing from time to time direct to Tenant, and if to Tenant shall be delivered personally, sent by facsimile transmittal, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to Tenant at the Premises. If there is more than one Tenant, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. Notices shall be deemed given when delivered, if delivered personally, upon receipt of a confirmation by the sender of a



successful facsimile transmittal, one (1) day after deposit with an overnight courier, or three (3) business days after deposit in the United States mail as set forth above.

24.7 Marginal Headings:

The marginal headings and article titles to the Sections and Subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

24.8 Time:

Time is of the essence of this Lease.

24.9 Choice of Law/Venue:

This Lease shall be governed by the laws of Nevada. Venue shall be commenced solely in competent courts located in Clark County, Nevada.

24.10 Tenant and Tenant's Employees Parking:

Landlord may from time to time establish designated parking areas. Subject to approval by Tenant, Tenant and Tenant's agents and employees shall park only in those areas designated by Landlord or Landlord's agents, as set forth in Section 1.1(w).

24.11 Hazardous Substances:

a. Presence and Use of Hazardous Substances.

Tenant shall not, without Landlord's prior written consent, keep (or allow to be kept) on or around the Premises, Common Areas or Shopping Center, for use, handling, transport, disposal, treatment, generation, storage, preparation, manufacture, refine, process or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic, harmful, medical or infectious (collectively referred to as "Hazardous Substances"), and/or is subject to regulation by any federal, state or local law, regulation, statute, or ordinance ("Legal Requirements"). "Hazardous Material" does not include any medical waste or de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements. Landlord warrants and represents that no "Hazardous Material" is currently present on the Premises. With respect to any such Hazardous Substance, Tenant shall:

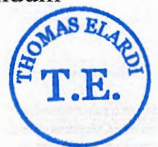
Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;

Allow Landlord or Landlord's agent, representative or consultant to come on the Premises at all times to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances and to assess the environmental condition of the Premises, including, but not limited to, the imposition of an environmental audit;

Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and



Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

25 - SURVIVAL

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

25.1 Covenants, Conditions and Restrictions:

Tenant's rights under this Lease are subject to any covenants, conditions and/or restrictions now or hereafter recorded against the Shopping Center and/or the real property on which the Premises are located. Without limiting the generality of the foregoing, Tenant acknowledges receipt of the following Covenants, Conditions, Restrictions and Easements (the "CC&R's") recorded against the Shopping Center in the Clark County Recorder's Office as follows:

- January 20, 2006 as Instrument No. 200601200001664 (Easements with Covenants and Restrictions Affecting Land ("ECR"))
- August 2, 2007 as Instrument No. 200708020000299 (First Amendment to Easements with Covenants and Restrictions Affecting Land)
- February 6, 2009 as Instrument No. 200902060000706 (Grant of Reciprocal Easements and Declaration of Covenants)
- August 24, 2009 as Instrument No. 200908240003507 (Amendment to Grant of Reciprocal Easements and Declaration of Covenants)
- January 5, 2012 as Instrument No. 201201050000001 (Consent and Subordination Agreement (As to ECR Only))
- January 23, 2012 as Instrument No. 201201230000495 (Second Amendment to Easements with Covenants and Restrictions Affecting Land ("ECR"))
- April 6, 2012 as Instrument No. 2014204060001854 (Second Amendment to and Reinstatement of Grant of Reciprocal Easements and Declaration of Covenants)

25.2 Non-Discrimination Clause:

Tenant herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall Tenant himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessee, subtenants, or vendees in the land herein leased.

Tenant and Landlord, respectively, herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS-related conditions), marital status, national origin, ancestry, or any other class protected by law or regulation, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall Tenant nor Landlord itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Shopping Center or land herein leased.



25.3 Voluntary Programs:

It is understood and agreed that from time to time Landlord may institute certain programs for the Shopping Center which Landlord believes will be in the best interest of the Shopping Center and the tenants. Such programs shall include, but shall not be limited to a recycling program. Tenant agrees to promptly comply with and carry out its obligations under such programs as the same may exist from time to time.

25.4 Prior Agreements:

THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AND ANY AND ALL ORAL AND WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES, PROMISES AND STATEMENTS OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS AND BROKERS WITH RESPECT TO THE SUBJECT MATTER OF THIS LEASE AND ANY MATTER COVERED OR MENTIONED IN THIS LEASE SHALL BE MERGED IN THIS LEASE AND NO SUCH PRIOR ORAL OR WRITTEN AGREEMENT, UNDERSTANDING, REPRESENTATION, WARRANTY, PROMISE OR STATEMENT SHALL BE EFFECTIVE OR BINDING FOR ANY REASON OR PURPOSE UNLESS SPECIFICALLY SET FORTH IN THIS LEASE. NO PROVISION OF THIS LEASE MAY BE AMENDED OR ADDED TO EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY THE PARTIES HERETO OR THEIR RESPECTIVE SUCCESSORS IN INTEREST. THIS LEASE SHALL NOT BE EFFECTIVE OR BINDING ON ANY PARTY UNTIL FULLY EXECUTED BY BOTH PARTIES HERETO.

25.5 Acceptance and Date of Lease:

a. Acceptance

The submission of this Lease to Tenant does not constitute an offer to lease. This Lease shall become effective only upon the execution and delivery thereof by both Landlord and Tenant. Landlord shall have no liability or obligation to Tenant by reason of Landlord's rejection of this Lease or a failure to execute, acknowledge and deliver the same to Tenant.

26 - DATE OF LEASE

The date of this Lease shall be the date of acceptance hereof by Landlord as set forth in Section 1.1(a).

[Signature Page to Follow]



IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above set forth.

LANDLORD:

TENANT:

METEJEMEI, LLC

UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA

By:


Thomas Elardi, Manager

By:

Mason Van Houweling, CEO



EXHIBIT "A"
SITE PLAN FOR THE SHOPPING CENTER

(See Attached)

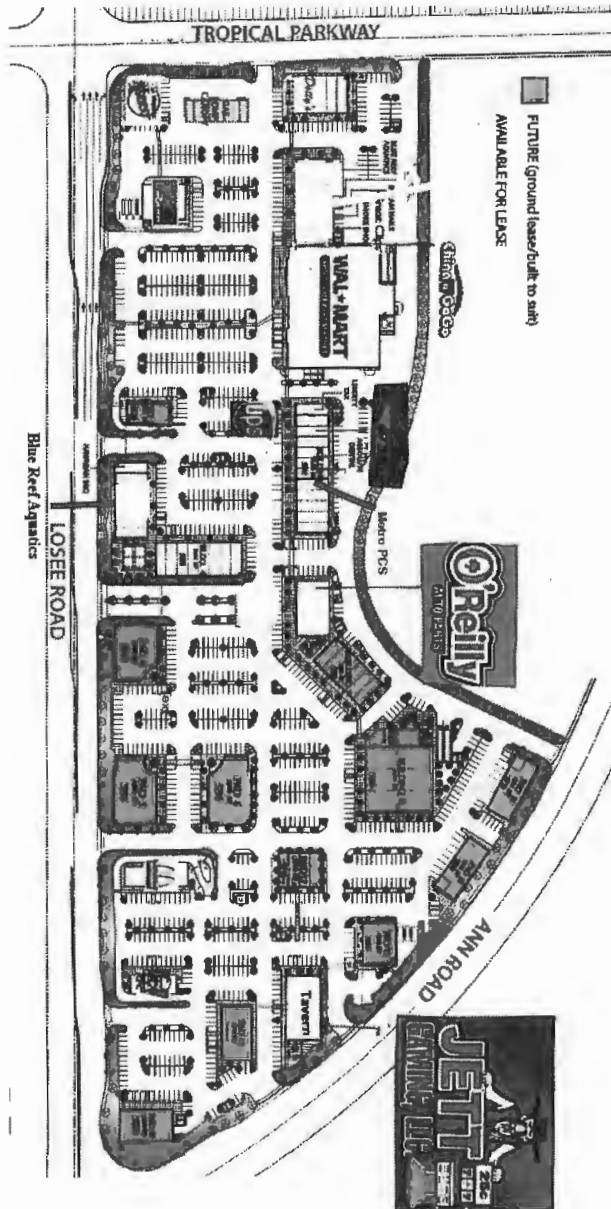


EXHIBIT "A-1"
PARKING

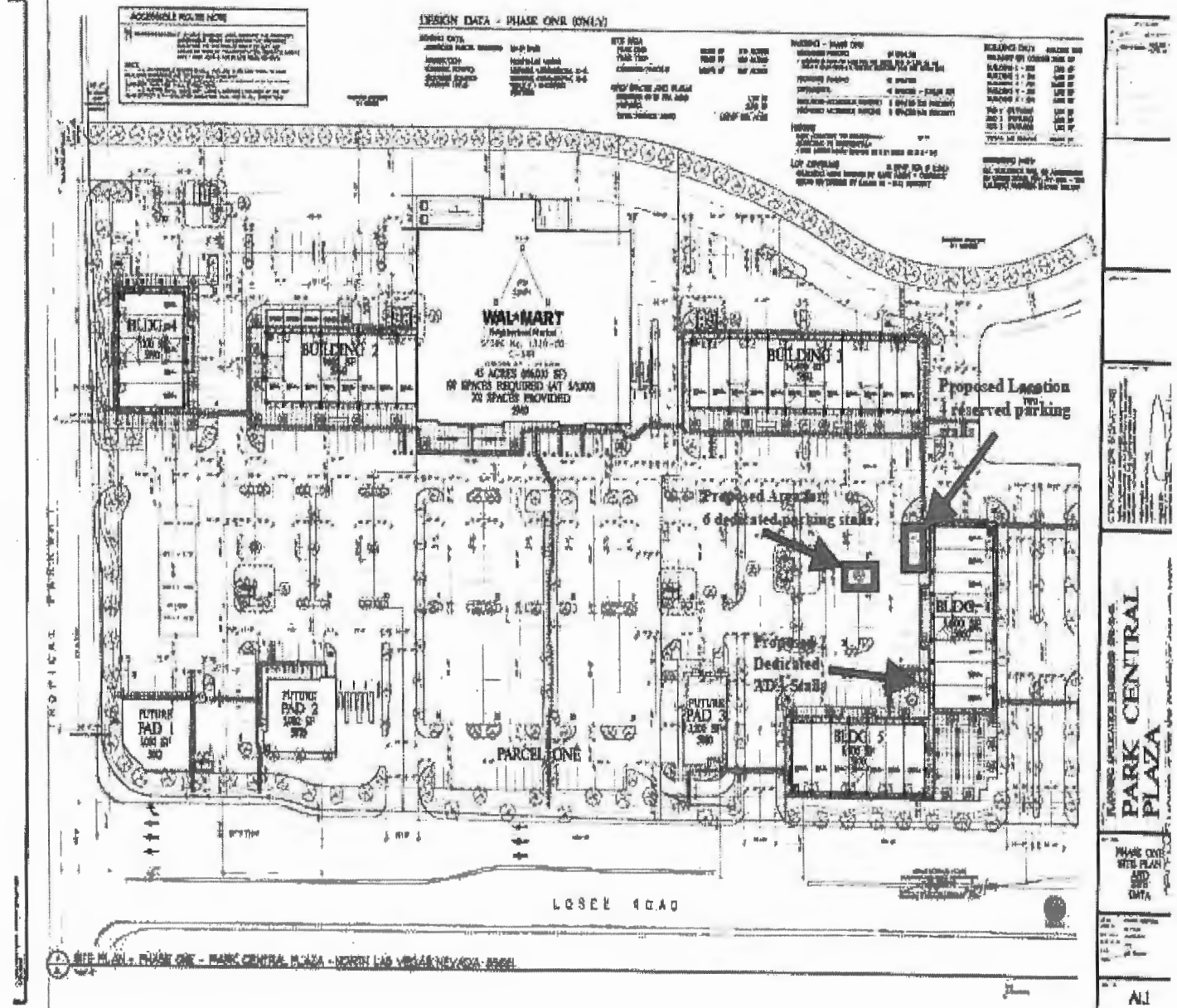


EXHIBIT "B"
LANDLORDS WORK

I. Description of Landlord's Work

All internal Premises improvements generally described in Section 3.2 of this Lease and as depicted in the Tentative Floor Plan, Exhibit "C". Such leasehold improvements will be in accordance with final construction drawings approved by both Landlord and Tenant pursuant to Section 3.2(a).

Final construction drawings are incorporated herein as Exhibit "B" and shall be considered a part of this Lease for all purposes.



EXHIBIT "B-1"
Construction Control Fund Agreement



PROJECT NUMBER: 21-317229-CF
PROJECT NAME: UMC OF SOUTHERN NEVADA T.I.

**PARTNER ENGINEERING AND SCIENCE DBA
NEVADA CONSTRUCTION SERVICES
DISBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of ____, 2021 by and among **PARTNER ENGINEERING AND SCIENCE dba NEVADA CONSTRUCTION SERVICES**, hereinafter referred to as "**NCS**", **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned hospital created pursuant to NRS Chapter 450, hereinafter referred to as "**Tenant**", _____, hereinafter referred to as "**Contractor**", and **METEJEMEI, LLC**, a Nevada limited liability company, hereinafter referred to as "**Landlord**".

WHEREAS, Tenant has entered into that certain Lease Agreement with Landlord (the "Lease") which includes improvements to be constructed by Landlord and situated in the **County of CLARK, State of NEVADA** (capitalized terms not defined herein shall have the meanings given them in the Lease).

WHEREAS, Landlord desires to construct Landlord's Work at the aforesaid real property, hereinafter referred to as "Project". Project will be referenced as:

Approximately ± 9600 square feet in the Shopping Center, as identified on the Site Plan, with a physical address of 5860 Losee Rd., North Las Vegas, Nevada, 89081

WHEREAS, Landlord has selected and employed Contractor, who is licensed in accordance with the applicable state requirements, to construct said Project on said property in accordance with plans and specifications deposited or to be deposited with NCS, and further, Contractor has agreed to complete said construction in accordance with certain plans and specifications approved pursuant to the Lease, and further, in compliance with the requirements of the building code(s) of the political subdivision having jurisdiction over said Project, and the prevailing wage requirements as set forth in NRS Chapter 338.

WHEREAS, Landlord has entered into a Construction Contract Agreement with Contractor for Landlord's Work for a sum of _____ and 00/100 Dollars (\$_____.00), the total of which equals the Construction Contract Agreement amount and will be hereinafter referred to as "Construction Fund." Tenant agrees to deposit with NCS the sum of approximately _____ and 00/100 Dollars (\$_____.00); and Landlord agrees to deposit with NCS the sum of approximately Five Hundred Twenty Thousand Five Hundred and 00/100 Dollars (\$520,500.00). This Agreement is executed to ensure the prompt and accurate payment of costs of construction of said Project including



labor, materials, subcontractors and contractor's claims.

WHEREAS, a Market Interest Account, hereinafter called MIA, will be opened with the Construction Funds, whereby, Tenant will sign a W-9 and be entitled to earn interest on the Construction Funds.

WHEREAS, Construction Funds will be transferred from the MIA into NCS' General Trust Account as deemed necessary by NCS to cover such costs of construction through a given disbursement period. The funds deposited by Landlord shall be utilized first and once exhausted, Tenant's funds will be expended.

WHEREAS, Landlord desires to appoint NCS as its agent under this Agreement for the disbursement of the costs of the Project to be funded by the Construction Fund.

NOW, THEREFORE, and in consideration of the premises and for and in consideration of the covenants and agreements hereinafter set forth by each of the parties hereto to be kept and performed, it is mutually understood and agreed as follows:

1. That Landlord does hereby agree to instruct Contractor to deliver to NCS each and every item required by NCS for the performance of work as outlined herein, including but not limited to, a copy of the contract agreement, cost breakdown, subcontracts, working plans and specifications, etc. for the Project.
2. That NCS shall maintain a general trust account and shall not commingle any funds received from Landlord or Tenant with its own funds. Any funds received from the Landlord or Tenant may be deposited in said general trust account. Accurate accounting records shall be kept of deposits and withdrawals from said account. NCS shall not be obliged to pay interest on any funds deposited to the general trust account.
3. That Contractor and Landlord do hereby agree to comply with all terms and conditions of this agreement, and Contractor consents to the appointment of NCS as Agent.
4. That Contractor shall construct said Project in compliance with the plans and specifications relating thereto filed with the City or County, and no alteration or deviation therefrom shall be made without first obtaining the written approval of Landlord.
5. That NCS does hereby agree to promptly apply the monies received by it hereunder to the payment of vouchers to be issued and signed by Tenant, Contractor and Landlord, of such costs as are properly allocated to the construction of said Project and such payments to be made to such persons as are legally entitled thereto pursuant to the Construction Contract Agreement and the invoices, contracts, labor and/or material supply releases, or other supporting documents. Should Landlord's Work remain unfinished upon the full and complete disbursement of Tenant's responsibility of _____ and 0/100 Dollars (\$_____.00), Landlord shall be fully and financially responsible for completion

of Landlord's Work subject to the conditions set forth in the Lease. Notwithstanding the preceding, to the extent Tenant's contributed funds of _____ and 0/100 Dollars (\$_____.00) are not exhausted, Tenant shall be entitled to the return of any monies remaining on deposit with Nevada Construction Services upon completion of Landlord's Work. Any percentage of the contract amount to be retained until the expiration of the period for the filing of mechanic's lien claims shall be in accordance with NRS 108 et seq. Said funds shall then be paid to Contractor or to such other persons as shall be entitled to receive same.

6. That NCS shall maintain complete and adequate records of all sums received and disbursed by, through, or at its direction, and shall permit the inspection of said records by Landlord and Contractor at all times during regular business hours.

7. That NCS shall inspect said Project at reasonable intervals, as deemed necessary by NCS, to determine what costs of construction may be properly paid. This is not to be deemed the equivalent of, nor a substitute for architectural supervision or inspections by Tenant. NCS does not contract or guarantee that the construction job will be completed, or built in accordance with said plans, specifications, and budgets, or in accordance with pertinent building codes, ordinances or regulations.

8. That Landlord agrees to pay to NCS a fee of **\$10,500.00** prior to the first disbursement (which shall be deducted equally from Tenant and Landlord). In addition, should Landlord request additional services not covered by this agreement, Landlord agrees to pay NCS, upon request, the value of any services, money expended or indebtedness incurred, including reasonable attorney's fees.

a. Fees will be deemed to have been earned at the time the agreement is executed, and no refund will be made of any fee in the event this Agreement is terminated, or if the cost of construction is less than originally estimated.

b. The Project will be constructed within a time frame of **Seven (7) Months**, however, the disbursements subject to this Agreement and the required NCS services is estimated to be **7 DRAWS/7 SITE INSPECTIONS**. In the event construction extends beyond the amount of time outlined above, NCS will be paid a fee of **\$1,500.00** per inspection and/or disbursement, until such time as the Project is completed.

c. Disbursements and/or inspections will be provided Monthly. Special disbursement and/or inspection requests outside the agreed time period as described in 8b will be assessed a fee of **\$1,500.00** per request.

9. All parties to this Agreement understand, and explicitly and expressly agree, that NCS may, at its' sole option and discretion, rely upon photo static/facsimile copies in lieu of original documents on all items, excluding payment vouchers, as NCS deems necessary or appropriate under the circumstances.



10. Execution of this Agreement and participation by NCS hereunder is in no way to be construed as an endorsement or guarantee of performance of any party hereto, architect, Contractor, subcontractor, or person(s) supplying materials or labor to any such persons or for the use of said Project or any plans, specifications, or products. The obligations and services of NCS are solely those of a disbursing agency with a financial accounting to the parties hereto.

11. That when said work of construction has been completed and all funds under this Agreement have been disbursed in connection therewith, the obligation of NCS shall cease. Landlord and Tenant agree that Tenant shall be entitled to the return of any monies remaining on deposit pursuant to this Agreement upon completion of the Project.

12. That Contractor and Landlord shall indemnify and hold harmless NCS from all expenses which it may incur or liability that it may sustain, including reasonable attorney's fees and court costs from any and all actions related to the Project (except those arising from the intentional acts, negligence or omissions of NCS in the performance of its duties).

13. Landlord and/or Contractor shall promptly deliver to NCS any and all preliminary lien notices, intent to lien notices, and lien claims served on Landlord, Tenant and/or Contractor.

14. That in the event any lien or liens shall be filed against the aforesaid real property by reason of the work or construction herein referred to, Contractor agrees forthwith to cause the same to be fully satisfied or otherwise secured and to hold NCS harmless therefrom. If, within a reasonable time, said liens are not satisfied and discharged, NCS shall not be obligated to disburse any funds to Tenant and/or Contractor until said liens are satisfied and released of record.

15. If more than one person executes this Agreement on behalf of a party, the obligations of each such person hereunder shall be joint and several.

16. Whatever the context of this Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine and/or neuter.

17. This Agreement is for the sole protection of the parties to this Agreement, their successors and assigns, and no other person, firm or corporation who is not a party to this Agreement, including but not limited to subcontractors and materialmen, shall have any right of action against them.

18. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, all of which together, when conformed, shall constitute one agreement, binding upon all parties to this Agreement. Facsimile signatures and scanned e-mail signatures shall have the same full force and effect as original signatures.

19. NCS agrees to provide the required Form 1099's in compliance with Section

6041 of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

LANDLORD: METEJEMEI, LLC

CONTRACTOR:

By: _____
Thomas Elardi
Manager

By: _____
Printed Name:

Contractor's License Number

**TENANT: UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

By: _____
Mason Van Houweling
Chief Executive Officer

**PARTNER ENGINEERING AND SCIENCE DBA
NEVADA CONSTRUCTION SERVICES:**

By: _____

Printed Name: Debra Vogel/President

7674 West Lake Mead, Suite #110
Las Vegas, NV 89128



EXHIBIT "C"

TENTATIVE FLOOR PLAN FOR UMC REVIEW

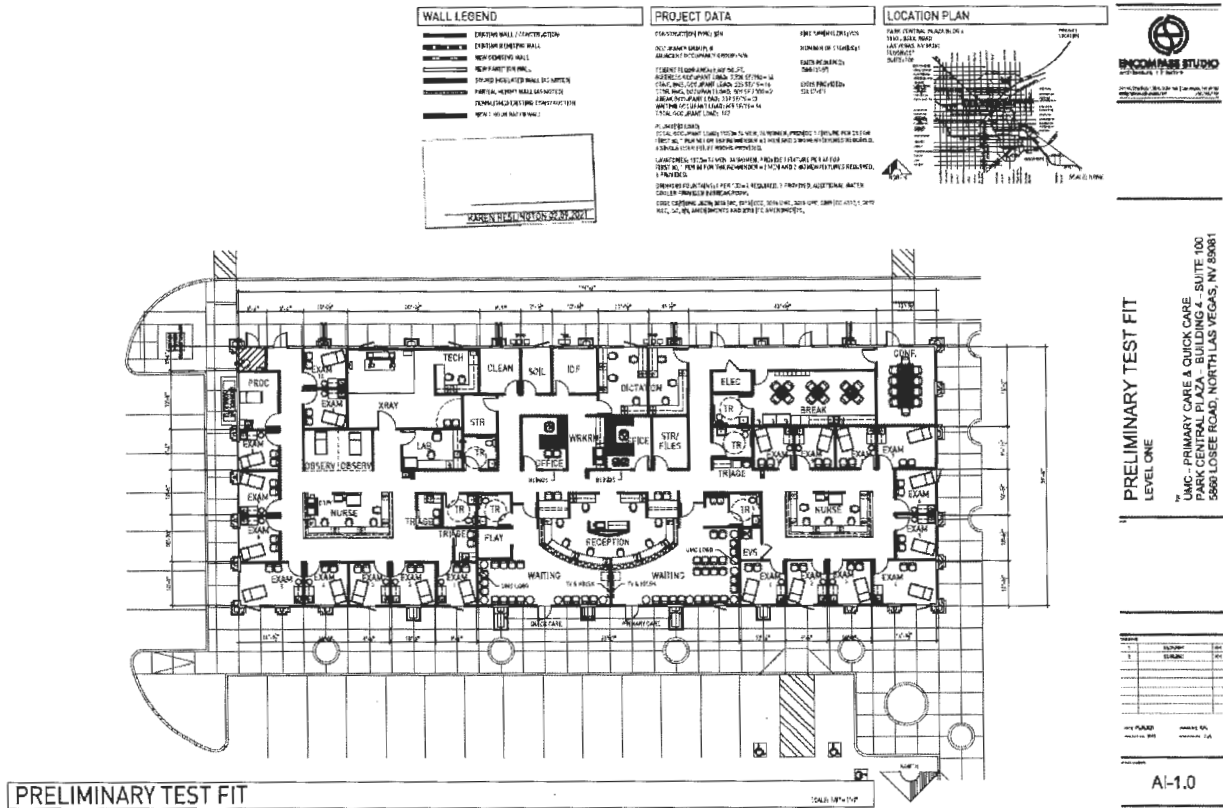


EXHIBIT "D"

TENANT ESTOPPEL LETTER

_____(Lender) (Purchaser)

Attention:

RE: Lease Between _____, as Landlord
("Landlord"), and _____ as Tenant ("Tenant"), dated
_____, 20__ on Property known as
_____ located at _____,
_____, Nevada.

Dear Sirs/Madam:

The undersigned, as Tenant(s) under the subject Lease, understands that you (Lender) are or will be [making a mortgage loan to Landlord which will be secured by property, including the Premises of the subject Lease,][purchasing the Shopping Center or a portion thereof containing the Premises] and hereby certifies, represents, warrants, confirms and agrees with you as follows for your reliance of your successors and assigns:

1. That the undersigned has accepted possession and is in actual occupancy of the Premises of the subject Lease;
2. That the Premises of the subject Lease are fully open for business and are in use by the undersigned, its employees and invitees;
3. That any and all improvements and space required to be furnished by Landlord according to the subject Lease have been completed in all respects and accepted by the undersigned;
4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature;
5. That the subject Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner except as follows: (Write "NONE" if there are none);
6. That the subject Lease sets forth all agreements and understandings of Landlord and the undersigned, as Tenant;
7. That there are no offsets or credit against rentals, that there are no claims or defenses to enforcement of the subject Lease, that rentals have not been prepaid except as provided by the subject Lease terms, and that no periods of free rentals are applicable to the term of the subject Lease except as set forth in Paragraph 4.1 and 4.2;
8. That no broker or other intermediary is entitled to receive any leasing, brokerage or other compensation out of or with respect to rentals of any kind under the subject Lease;
9. That the undersigned has no notice of a prior sale, transfer, assignment, hypothecation or pledge of the subject Lease or rents thereunder;
10. That the term of the subject Lease is for _____ years. The primary Lease term commenced on _____ and expires on _____.



11. That the monthly rental is \$ _____, and rent has been paid to _____, 20____;
12. That the undersigned hereby acknowledges and agrees that existing parking facilities meet the requirements of the subject Lease;
13. That the undersigned agrees to notify you at the above shown address, or such address as you may hereafter specify, of any material default on the part of Landlord after the date hereof unless the undersigned is advised by you that the contemplated mortgage loan from you to Landlord will not be made;
14. That the undersigned agrees that without your written consent, the undersigned will not: (a) modify or in any manner alter the terms for the subject Lease; (b) pay the rent or any other sums becoming due under the terms of the subject Lease more than two months in advance; or (c) accept Landlord's waiver of or release from the performance of any obligations of Tenant under the subject Lease;
15. That should you advise the undersigned that Landlord is in default in the indebtedness to you and request that payment of all future rentals be made directly to you pursuant to an Assignment of Leases and Rents, the undersigned agrees that the undersigned shall make all future rental payments under the subject Lease directly to you until instructed otherwise by you;
16. That none of the following events have occurred: (a) the filing by or against the undersigned of a petition in bankruptcy, insolvency, reorganization, or an action for the appointment of a receiver or trustee; or (b) the making of an assignment for the benefit of creditors;
17. That the subject Lease is in full force and effect, is not in default, and is hereby ratified and confirmed;
18. That at the date hereof, there are no defaults by Landlord or the undersigned, as Tenant, in their respective performances of any of the agreements, duties, obligations, terms and conditions of the subject Lease by them respectively to be performed which exist on the date hereof, and that no event has occurred which, after the passage of time or after the expiration of any grace period, right of cure period, or any other period provided by law or by the Lease, would constitute a default under the subject Lease;
19. That the undersigned has not subleased or assigned, whether outright or by collateral assignment, all or any portion of the undersigned's rights under the subject Lease;
20. That the entity, person and/or officer executing this certification is empowered by action, resolution or at law to execute the same, and this certificate shall be binding on the undersigned, its successors and assigns.

[ALTERNATIVES TO ABOVE PROVISIONS IF SPACE IS LEASED BUT NOT YET OCCUPIED OR OPEN:

1. That the undersigned has no reason to believe that it will not accept possession or occupy the Premises of the subject Lease;
2. That the Premises of the subject Lease upon occupancy of the Tenant will be fully open for business and will be used by the undersigned, its employees and invitees;



3. That Tenant has no reason to believe that any and all improvements and space required to be furnished by Landlord according to the subject Lease will not be completed in all respects and accepted by the undersigned;
4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature required to be filled as of the date hereof;
6. That the term of the subject Lease is for _____ years. The primary Lease term will commence on the Lease Commencement Date set forth in the Lease.
7. That the monthly rental is \$ _____, and rent has been paid to _____, 20____;]

TENANT:

a

By: _____

Name: _____

Its: _____

Date: _____



EXHIBIT "E"

SIGN CRITERIA

The purposes of these Tenant Sign Criteria (hereinafter referred to as "Criteria") are to establish sign standards necessary to insure adequate Tenant identification within an overall harmony of design for the Shopping Center.

1. Tenant's obligations:

- 1.1 At its sole cost and expense, Tenant shall be responsible for:
 - a. Obtaining all necessary approvals and the fulfillment of All governmental requirements, including but not limited to compliance with all applicable building and electrical codes;
 - b. Criteria conformance and specifications herein stated; and
 - c. sign design, construction, installation, and maintenance of Tenant's signage.
- 1.2 Signs built and/or installed without permits and approval by Landlord, governmental agencies having jurisdiction over the Shopping Center (or others having rights of approval of such signs), or contrary to corrections made by Landlord or such governmental agencies, shall be altered to conform to such standards at Tenant's sole cost and expense. If Tenant's sign has not been brought into conformance with fifteen (15) days after written notice from Landlord, Landlord shall have the right to correct said sign at the sole cost and expense of Tenant, and to include such expense as rent due under this Lease.

2. Sign Design:

- 2.1 Within thirty (30) days of execution of this Lease, Tenant shall submit or cause to be submitted to Landlord two (2) sets of colored detail drawings including a Section Detail for review and approval prior to fabrication of sign(s).
- 2.2 Detailed drawings shall consist of sign placement on building elevations, exact size, layout, copy, design and color, lighting and materials of proposed signs, including all lettering and/or graphics, dimensional working, drawings, as well as a drawing showing the proposed finished sign(s) in color.

3. Sign Approval:

- 3.1 All signs shall be reviewed by Landlord, Sign Contractor, and project Architect for conformance with Criteria, overall design quality, and compatibility with regard to the character intended for the Shopping Center.
- 3.2 Within ten (10) working days after Landlord's receipt of Tenant's detail drawings, Landlord shall approve or disapprove Tenant's sign submittal, which approval or disapproval shall remain the sole right and discretion of Landlord.



4. Governmental Processing:

- 4.1 Following Landlord's (and any other necessary) approval(s) of proposed sign, Tenant shall submit or cause to be submitted to governmental agencies having jurisdiction over the Shopping Center, applications for all permits for signs and installation by Sign Contractor at Tenant's expense to obtain said permits. Tenant/Sign Company must contact Landlord's roofing company for inspection after the installation of the Tenant's signage to insure roof warranty remains valid. Sign Contractor must submit to Landlord a certificate of liability insurance listing METEJEMEI, LLC as an additional insured prior to the commencement of sign installation.
- 4.2 Tenant shall furnish Landlord with a copy of said permits prior to installation of Tenant's sign.

5. Fabrication and Specification of Sign:

- 5.1 All signs shall be made of permanent materials. All metal parts shall be galvanized or permanently coated with a rust inhibiting finish. All signs structures, supports, fittings and hardware shall be concealed or integrated into the signage design.

6. Shop Tenant Primary Sign(s):

- 6.1 Sign shall be mounted on the face of the canopy or fascia over the entrance to the shop in the banded area designated for signage throughout the Shopping Center and shall be the primary shop tenant sign identification as approved in writing by Landlord. Such sign shall be internally illuminated, individual colored Plexiglass face letters. Letter height shall be identical and not to exceed 24" (note – no wall sign shall project out from the wall more than two feet measured to the front of the sign; no portion of any wall sign shall project beyond the end to top of the wall to which the wall sign is attached). Type-face and color shall be selected only from the colors listed in section 12.1 Channel Letter Specifications.

Length of sign shall be determined as follows:

16' - 35'	16' maximum width
36' - 50'	34' maximum width

Small logos of not more than 36" high may be allowed provided they are:

- a. Compatible with the overall design, quality, and character intended for the Shopping Center; and,
- b. Previously approved in writing by Landlord.

7. Pad Building Signs:

- 7.1 Such sign shall be mounted on the fascia in the banded area designated for signage and shall be the primary sign identification for the pad buildings and approved in writing by Landlord. Pad buildings shall be allowed signage on a



maximum allowed by applicable governmental regulations. All other sign criteria and sign specifications in the Shopping Center shall apply.

8. Tenant Monument Sign(s):

- 8.1 Tenant will be designated by Landlord and the monument sign will be in accordance with the applicable governmental regulations, these Sign Criteria, and as approved for in the Lease Agreement.

9. All Tenants (Window Sign):

- 9.1 Shall be a window sign of not more than one (1) square foot of area located on Tenant's main front door. Such sign shall be white lettering applied to the inside of the glass surface by either hand painted, decal, or pressure-applied letters and graphics, indicating hours of business, telephone numbers for emergency contact, approved credit cards, etc.; provided, however, that the foregoing limitations shall **not** apply to those signs required by law, governmental order, or agency rule or regulation to be displayed by Tenant. No other window signage is permitted, including but not limited to temporary signs, sales banners, poster, other painted signs and product information posted on the windows or placed within 24" of the window.

10. All Tenants (Back Doors):

- 10.1 Sign shall include Tenant's Business Name and suite number and shall not exceed two square feet in the in the sign face area. Such sign colors shall reflect the colors of the associated building architecture, in accordance with the standard to be provided by Landlord.

11. All Tenants (Front Door Suite Numbers):

- 11.1 Sign is intended for address identification. Standard to be provided by Landlord.

12. Channel Letter Specifications:

- 12.1 Shop tenants may choose among the following Acrylite plex face colors:

Red	#211-1
Yellow	#407-2
Green	#506-0
White	#015-2
Blue	#607-1

Trim caps and returns are to be in black, letter depth 5". Illumination will be 30 milliamp transformers using 4500 white neon. Paint the interior of each individual letter white.



13. Sign Installation:

- 13.1 Not later than thirty (30) days after Tenant's opening for business, Tenant shall install or cause to be installed and maintain Tenant's signage in accordance with these Criteria.
- 13.2 Sign Contractor shall provide all necessary fastening and bracing to securely install sign (for wind loads, etc.). Penetrations through walls shall be flashed or sealed by Sign Contractor in a manner approved by the Project Architect. No roof penetrations shall be made without Landlord's prior written consent. All roof penetrations must be inspected and approved by Landlord's roofing company to insure the roof warranty remains valid.
- 13.3 Tenant, at Tenant's expense, shall immediately repair any damage caused by Sign Contractor, which has occurred to the premises during the course of installation of Tenant's sign. All debris to be removed by Tenant's Sign Contractor.

14. Restrictions:

- 14.1 Permanent advertising devices such as attraction boards, posters, banners, and flags are not permitted.
- 14.2 Flashing, animated, audible, revolving or other signs that create the illusion of animation are not permitted.
- 14.3 Exposed junction boxes, lamps, tubing, conduits, raceways or neon crossovers of any type are not permitted.
- 14.4 Damaged portions of any sign(s) shall be replaced within three (3) business days. In the event Tenant shall be unable to effect such repair or replacement within said period for any reason (other than financial inability) beyond its control, Tenant shall notify Landlord and provide to Landlord a plan of action(s) to be taken to ensure that such repair or replacement shall be continuously pursued with due diligence until completed.

15. Abandonment of Signs:

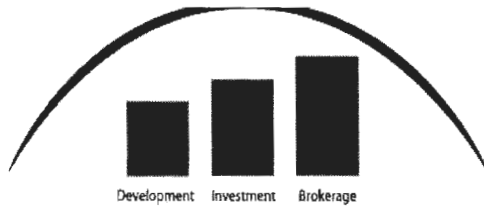
- 15.1 Tenant's signs remaining on the Premises after Tenant's vacating said premises shall become the property of Landlord, unless prior written agreement has been reached by Landlord and Tenant.

16. Sign Removal:

- 16.1 Upon expiration of this Lease or any extension thereof, Tenant shall forthwith remove all signs, cap all electric connections, and restore all sign areas to their original condition, normal reasonable wear excepted.

17. Sign Team: Contact Douglas L. Crook 702-210-9500; douglaslee.crook@gmail.com





Douglas L. Crook & Associates

Signage Application

APPLICANT/ OWNER INFORMATION:

Date: _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone () _____ - _____ ; Cell () _____ - _____

email address: _____

PROJECT DATA:

Project Name/ Tenant: _____

Project Address: _____

Tenant Contact Person: _____

Contact Person cell phone: _____

Contact Person email address: _____

SIGNAGE CONTRACTOR:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone () _____ - _____ ; Cell () _____ - _____

email address: _____

*** Please see Lease Exhibit E for Signage rules & details ***



EXHIBIT "E-1"

TENANT'S APPROVED BUILDING SIGN





Google



EXHIBIT "F"

RESTRICTIONS ON USE

Landlord represents and warrants to Tenant that there are no restrictions that would impair Tenant's use of the Premises as provided in Section 1.10(o) and Section 25.1.

