

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: September 28,2023

RE: Approve Lease Agreement between W Buffalo LLC and Southern Nevada Health District for office space

PETITION #08-24

That the Southern Nevada District Board of Health approves the Lease Agreement with W Buffalo LLC

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer PL Kim Saner, Deputy District Health Officer- Administration Sean Beckham, Chief Facilities Officer 28

DISCUSSION:

The Health District proposes to lease 8,870 sq. ft. of office space located at 2500 N. Buffalo Drive Las Vegas NV 89128. Initial lease term is 62 months with 2 months free rent. Finance and the Office of Public Health Preparedness will be relocated to the new location, freeing up space at 280 S Decatur for continued growth.

FUNDING:

\$22,175 per month including CAM. \$5,000 per month is grant funded. The remainder is general fund.

LEASE SUMMARY

Landlord:	W BUFFALO, LLC a Nevada limited liability company.
Tenant:	SOUTHERN NEVADA HEALTH DISTRICT, a political subdivision of the State of Nevada.
Lease Date:	September, 2023.
Section 1	Premises: Suite 240 of the Building located at 2500 N. Buffalo Drive in Las Vegas, Nevada.
Section 1	Total Rentable Area of the Premises: 8,870 rentable square feet.
Section 2	Lease Commencement Date: October 1, 2023 or Substantial Completion of Tenant Improvement, whichever is later
Section 2	Expiration Date: 62 months after Commencement Date
Section 2	Lease Term: Sixty-two (62) months.
Section 2	Rent Commencement Date: October 1, 2023 or Substantial Completion of Tenant's Improvements.
Section 3	Rent: \$2.50 per rentable square foot based upon a deemed usage of 8,870 square feet of the Premises.
Section 3	Escalation: Four percent (4%) per annum square foot increases on each anniversary.
Section 4	Security Deposit: \$0.00
Section 5	Use of Premises: general office use.
Section 17	Amount of General Comprehensive Liability Insurance: Not less than \$1 Million per occurrence.
	Tenant's Address for Notices:
	Southern Nevada Health District Contract Administrator, Legal Dept. 280 S. Decatur Blvd. Las Vegas, NV 89107
	With an electronic copy to:
	Contracts@snhd.org
	Landlord's Address for Notices:
	W Buffalo, LLC c/o Sun Property Management Attn: Susan Cotton

6140 Brent Thurman Way #140 Las Vegas, NV 89148

With an electronic copy to:

Danielle B. Carlson: danielle.carlson@praedia.us

EXHIBITS:

Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D"	Floor Plan Building Building Rules and Regulations Tenant Improvements
Exhibit "E"	Furniture Inventory

Certain of the information relating to the Lease, including many of the principal economic terms, are set forth in the foregoing Lease Summary. In the event of any conflict between the terms of the Lease Summary and the terms of the Lease, the Lease shall control.

LEASE AGREEMENT

<u>C2400005</u>

THIS LEASE ("<u>Lease</u>") is made as of the _____ day of August 2023, by and between W Buffalo, LLC, a Nevada LLC ("<u>Landlord</u>"), and Southern Nevada Health District, a political subdivision of the State of Nevada ("<u>Tenant</u>").

1. <u>PREMISES; RENTABLE SQUARE FEET; COMMON AREAS:</u>

A. <u>Premises</u>. Landlord leases to Tenant and Tenant leases from Landlord a portion of the building commonly referred to as 2500 N. Buffalo Drive in Las Vegas, Nevada (the "<u>Building</u>"). The space leased by Tenant hereunder includes the use of Suite 240 of the building as well as the non-exclusive use of Common Areas more particularly shown on the floor plans attached hereto as <u>EXHIBIT "A"</u> and by this reference incorporated herein (the "<u>Premises</u>").

B. <u>Rentable Square Feet</u>. The parties hereby agree that the Premises contain 8,870 rentable square feet.

C. <u>Common Areas</u>. In addition to the Premises, Tenant has the right to use, in common with others, the common areas serving the Building, including the non-reserved parking facilities, common restrooms, and all others, which shall at all times be subject to Landlord's exclusive control and management (the "<u>Common Areas</u>"). The Building and the Common Areas comprise the land shown on map attached hereto as Exhibit "B" and by this reference incorporated herein (the "Building").

2. <u>LEASE TERM; RENEWAL</u>:

A. <u>Lease Term</u>. The lease term ("<u>Lease Term</u>") commences on the later of: (i) October 1, 2023 or (ii) Substantial Completion of the Tenant Improvements outlined in Section 6 of this Lease ("<u>Commencement Date</u>") and ending sixty-two (62) months after Commencement Date ("<u>Expiration Date</u>"). "Substantial Completion" shall mean tenant improvements are complete, except for minor punch list items that are cosmetic in nature and will not interfere with possession, fixturization, or move-in process. Tenant's obligation to pay all rent ("<u>Rent</u>"), as such terms are hereafter defined, shall commence immediately on the Commencement Date.

B. <u>Renewals</u>. Tenant shall have the right and option to extend the term of this Lease for two (2) additional terms of three (3) years each after the expiration of the original term or any other renewal terms hereof, provided that tenant is not then in default thereunder, by notifying Landlord in writing not less than six (6) months before and no more than twelve (12) months before the original or renewal term expires. In the event that the option for such renewal term is exercised, all the terms and conditions contained in this Lease shall be in full force and effect during the extended term, except as outlined below.

C. <u>Renewal Rental Rate</u>. The monthly rent for any renewal term shall be the prevailing fair market rental rate, including all concessions but in no event shall it be less than the amount of the last full month of the previous term.

3. <u>RENT</u>:

A. <u>Gross Rent; Annual Escalation</u>. This Lease shall be construed as a modified gross lease, which includes all operating expenses (excepting expenses associated with securing and maintaining janitorial services within the 8,870 rentable square feet, which will be the sole responsibility of Tenant), common area expenses, property taxes, and Landlord's insurance. During the Lease Term, Tenant shall pay as rent for the Premises

("<u>Rent</u>") the amount of \$2.50 per square foot of rentable square feet per month plus applicable taxes as are now or later enacted, payable without demand, setoff or deduction, on or before the first day of each month. Landlord shall abate the rent during the second and thirteenth months of the Lease Term, during which no rent will be due and owing. During the Lease Term, Rent shall escalate at four percent (4%) per annum per Rentable Square Foot. Such escalation shall occur on the first anniversary of the Rent Commencement Date and on each anniversary thereafter during the Lease Term. The following table lays out the Rent payable on the Premises:

Months	Per Square Foot Per Month	Monthly Rent
Month 1	\$2.50	\$22,175.00
Month 2	\$0.00	\$0.00
Months 3 – 12	\$2.50	\$22,175.00
Month 13	\$0.00	\$0.00
Months 14 – 24	\$2.60	\$23,062.00
Months 25 – 36	\$2.70	\$23,984.48
Months 37 – 48	\$2.81	\$24,943.86
Months 49 – 60	\$2.92	\$25,941.61
Months 61 – 62	\$3.04	\$26,979.28

B. <u>Tenant's Separate Expenses</u>. Notwithstanding those items detailed in Section 3(A), Tenant shall be solely and fully responsible for the payment of the following expenses (i) Tenant's telephone, internet and communication services, and (ii) Tenant's rental, liability and contents insurance.

- C. <u>Related Provisions</u>.
 - 1. All sums due and payable pursuant to the terms and provisions of this Lease shall be paid by Tenant without offset, demand or other credit, and shall be payable only in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. The Rent shall be paid by Tenant at Landlord's property management office or elsewhere as designated by Landlord in writing to Tenant.
 - 2. If the Rent Commencement Date is any day other than the first day of the month, and/or the Expiration Date is any day other than the last day of the month, the pro rata portion of the Rent shall be paid by Tenant for such partial month.
 - 3. Tenant hereby agrees that the Rent computed by Landlord shall be final and binding for all purposes of this Lease unless, within thirty (30) calendar days after Landlord provides Tenant with written notice of the amount thereof, Tenant provides Landlord with written notice (i) disputing the mathematical accuracy of the calculation for such amount (the "<u>Disputed Amount</u>"), (ii) designating an attorney or accountant,

reasonably acceptable to Landlord, and appointed by Tenant, at Tenant's sole cost and expense, to review the mathematical accuracy of the Disputed Amount with Landlord and/or its designated representatives, (iii) confirming that the Disputed Amount shall not be subject to adjustment unless the Disputed Amount is demonstrated to contain a mathematical error in excess of five percent (5%) or \$100 per line item, whichever is greater, of the Disputed Amount, and (iv) agreeing to pay all of Landlord's costs and expenses in connection with such review, including, without limitation, and to the extent permitted by law, attorneys' fees and accountants' fees. Landlord agrees, in the event it receives such notice from Tenant, to cooperate in promptly completing such review, and Landlord agrees to credit any excess portion of the Disputed Amount (so long as such excess portion exceeds five percent (5%) or \$100 per line item, whichever is greater, of the Disputed Amount) against Tenant's next required payment of Rent.

4. <u>SECURITY DEPOSIT</u>: No security deposit shall be required under this Lease.

5. <u>USE</u>: Tenant shall use and occupy the Premises solely for administrative offices for Tenant with no access to the public and for no other use whatsoever. Tenant acknowledges that its type of business, is a material consideration for Landlord's execution of this Lease. Tenant shall not commit waste upon the Premises nor permit any part of the Premises to be used in any manner, or permit anything to be done in or brought into or kept in the Premises or the Building, which would: (i) violate any law or regulation of public authorities, (ii) cause injury to the Building or any part thereof, (iii) annoy or offend other tenants or their patrons or interfere with the normal operations of HVAC, plumbing or other mechanical or electrical systems of the Building, (iv) constitute a public or private nuisance, or (v) alter the appearance of the exterior of the Building or of any portion of the interior other than the Premises pursuant to the provisions of this Lease. Tenant agrees and acknowledges that Tenant shall be responsible for obtaining any special amendments to the certificate of occupancy for the Premises and/or the Building and any other governmental permits, authorizations or consents required solely on account of Tenant's use of the Premises.

6. <u>TENANT IMPROVEMENTS</u>: Landlord will provide Tenant with a "turn-key", move-in ready space per its specifications, attached as Exhibit D to this Lease and expressly incorporated by reference herein. Tenant will accept Premises "as-is" after this agreed-upon work is completed to Tenant's satisfaction. Landlord will undertake the requested improvements at its sole cost and expense using Building Standard material. Tenant shall not construct any other improvements in the Premises. All improvements, to the Premises, whether by Landlord or Tenant, shall become the property of Landlord when attached to or incorporated into the Premises.

7. <u>POSSESSION</u>:

A. <u>Delivery of Possession</u>. Landlord shall deliver possession of the Premises to Tenant fourteen (14) calendar days prior to the Lease Commencement Date stated in Section 2(A) for the purpose of installation of Tenant's trade fixtures, telecommunication equipment, and furniture. No Rent shall be charged for this period, but Tenant will conduct no business in the Premises until after the Lease Commencement Date. The taking of possession by Tenant (or any permitted assignee or subtenant of Tenant) of all or any portion of the Premises shall be deemed conclusive evidence that Tenant has found the Premises fully acceptable. The date on which Landlord is scheduled to deliver possession of the Premises to Tenant pursuant to this Section 7(A) is referred to in this Lease as the "Date of Possession".

B. <u>Initial Delay</u>. If Landlord is unable to deliver possession of the Premises to Tenant on the Date of Possession due to a delay in the improvements to the Premises, as defined in Section 6 of this Lease, then the Lease Commencement Date and the payment of Rent shall not commence until Landlord delivers possession of the Premises to Tenant. The foregoing shall be the full extent of Landlord's liability to Tenant,

and Tenant shall make no claim against Landlord for any damages, actual or consequential, including, without limitation, any claims or damages for Tenant's holdover rent in a prior tenancy or on account of a delay in delivery of possession of the Premises under this Lease.

8. <u>FURNITURE:</u> Landlord shall allow Tenant the right to use existing furniture currently located inside the Premises free of charge for the Term of the Lease. Upon expiry of the Term, Tenant shall be responsible for any repairs of damaged or missing furniture, less normal wear and tear. An inventory of the furniture is attached as Exhibit E to this Lease.

9. <u>SIGNAGE:</u> All signage shall be of a type and location mutually agreed upon by Landlord and Tenant and consistent with all other signage in the building. Landlord shall provide exterior monument signage, lobby directory signage, and suite identification signage, with all costs associated with the construction, installation and removal of such signage at Tenant's sole cost and expense.

10. <u>PARKING</u>:

A. <u>General</u>. As long as Tenant is not in default under this Lease, Landlord shall provide Tenant during the Lease Term up to 7 parking spaces per 1,000 usable square feet of the Premises, which are uncovered and unreserved, available on a first-come basis. Reserved, covered parking spaces will be made available to the Tenant during the Lease Term for Additional Rent in the amount of \$45.00 per space per month.

B. <u>Reservations</u>. Landlord has and reserves the right to alter the methods used to control parking and the right to establish such controls and rules and regulations (such as parking stickers to be affixed to vehicles) regarding parking that Landlord deems desirable. Without liability, Landlord has the right to tow or otherwise remove vehicles improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of the offending tenant, including, without limitation, Tenant, and/or owner of the vehicle. Tenant's principals and employees shall not park in any of the surface parking spaces located around the Building designated as visitor parking. Landlord reserves the right to redesignate the use of the surface parking spaces in Landlord's sole discretion.

C. <u>Conditions</u>. Tenant's right to use, and its right to permit its principals and employees to use, the parking facilities pursuant to this Lease are subject to the following conditions: (i) Landlord has made no representations or warranties with respect to the parking area, the number of spaces located therein or the availability of parking spaces on any given day; (ii) Landlord reserves the right to change access to the parking area, provided that some manner of reasonable access to the parking area remains after such change; (iii) Landlord has no obligation to provide a parking lot attendant and Landlord shall have no liability on account of any loss or damage to any vehicle or the contents thereof, Tenant shall bear the risk of loss for same; (iv) Tenant, its principals and employees, shall park their automobiles and other vehicles only where and as designated from time to time by Landlord; (v) if requested by Landlord, Tenant shall promptly furnish Landlord with the license numbers of any vehicles of Tenant, its principals and employees; and (vi) Tenant, its principals and employees, shall not park in parking spaces designated as "reserved" unless approved in writing by Landlord.

11. <u>BUILDING SERVICES</u>:

A. <u>General</u>. The services set forth below shall be provided by Landlord at a service level set, defined and regulated by Landlord. The Premises will be accessible to Tenant, its directors, officers, shareholders, partners, members, agents, employees, contractors, invitees or licensees (collectively, "<u>Tenant's Agents</u>") at all times.

1. <u>Electricity</u>. During the Lease Term, electric power shall be available to the Premises for the purposes of lighting and general office equipment use in amounts consistent

with the Building standard electrical capacities (referred to in this Lease as the "<u>Building Standard</u>"). Tenant shall not use, nor install any equipment in the Premises which uses, more electric power than the Building Standard without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant shall not use, nor install any equipment in the Premises which exceeds the capacity of the risers or electrical wiring of the Building.

- 2. <u>HVAC Services</u>. Landlord agrees to provide basic heating, ventilating and air conditioning ("<u>HVAC</u>") for the purposes of comfort control; provided, however, the HVAC Landlord so provides shall be consistent with the requirements of general office use.
- 3. <u>Water and Sewer</u>. Landlord agrees to provide or cause to be provided municipally supplied cold water and sewer services to the Building and the Common Areas.
- 4. <u>Telecommunications</u>:
 - a. <u>Limitation of Responsibility.</u> Tenant acknowledges and agrees that all telephone and telecommunications services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. Unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises and, if applicable, the telephone closet(s) on the floor(s) on which the Premises is located. Unless otherwise specifically agreed to in writing, Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wiring; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Tenant agrees that, to the extent any such service is interrupted, curtailed or discontinued, Landlord shall have no obligation or liability with respect thereto and it shall be the sole obligation of Tenant at its expense to obtain substitute service.
 - b. <u>Necessary Service Interruptions.</u> Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off telecommunications facilities in the event of emergency or as necessary in connection with repairs to the Building or installation of telecommunications equipment for other tenants of the Building.
 - c. <u>Removal of Equipment, Wiring and Other Facilities.</u> Any and all telecommunications equipment installed in the Premises by or on behalf of Tenant, not including wiring, or other facilities for telecommunications transmittal, shall be removed prior to the expiration or earlier termination of the Lease Term, by Tenant at its sole cost or, should Tenant fail to remove telecommunications equipment pursuant to this Subsection 11(A)(4)(c) by Landlord at Tenant's sole cost, with the actual cost thereof to be paid as Additional Rent.
 - d. <u>New Provider Installations.</u> In the event that Tenant wishes at any time to utilize the services of a telephone or telecommunications provider (the "Provider") whose equipment is not then servicing the Building, no such Provider shall be permitted to install its lines or other equipment within the

Building without first securing the prior written approval of the Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the Provider. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval: (i) Landlord shall incur no expense whatsoever with respect to any aspect of the Provider's provision of its services, including without limitation, the costs of installation, materials and services; (ii) prior to commencement of any work in or about the Building by the Provider, the Provider shall supply Landlord with such written indemnities, insurance, financial statements, and such other items as Landlord determines to be necessary to protect its financial interests and the interests of the Building relating to the proposed activities of the Provider: (iii) the Provider agrees to abide by such rules and regulations. building and other codes, job site rules and such other requirements as are determined by Landlord to be necessary to protect the interest of the Building, the tenants in the Building and Landlord, in the same or similar manner as Landlord has the right to protect itself and the Building with respect to proposed alterations as described in Section 13 of this Lease; (iv) Landlord determines that there is sufficient space in the Building for the placement of all of the Provider's equipment and materials; (v) the Provider agrees to abide by Landlord requirements, if any, that Provider use existing building conduits and pipes or use building contractors (or other contractors approved by Landlord); (vi) Landlord receives from the Provider such compensation as is determined by Landlord to compensate it for space used in the Building for the storage and maintenance of the Provider's equipment, for the fair market value of a Provider's access to the Building, and the costs which may reasonably be expected to be incurred by Landlord; (vii) the Provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the Provider's equipment is complete; and (viii) all of the foregoing matters are documented in a written license agreement between Landlord and the Provider, the form and content of which is satisfactory to Landlord.

- e. <u>Limit of Default or Breach.</u> Notwithstanding any provision of the proceeding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective Provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted recklessly or maliciously with respect to Tenant's request for approval, and in the event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the prospective Provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord and are not for the benefit of any other party. No Provider shall be deemed a third party beneficiary of this Lease.
- f. <u>Installation and Use of Wireless Technologies.</u> Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones or wireless computer network routers), including antennae and

satellite receiver dishes, within the Premises or the Building, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Building, and the other tenants therein, in a manner similar to the arrangements described in the immediately preceding paragraphs.

- g. <u>Limitation of Liability for Equipment Interference.</u> In the event that telecommunications equipment, wiring and facilities or equipment of any type installed by or at the request of Tenant within the Premises causes interference to equipment used by another party, Tenant shall assume all liability related to such interference. Tenant shall use its best efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant will substitute alternative equipment which remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's sole discretion, remove such equipment according to foregoing specifications.
- 5. <u>Floor Load</u>. Tenant shall not use, nor install any equipment, furniture, personal property, or other property of any kind on the Premises which exceed the Building standard floor load.

B. <u>Interruption of Services</u>. It is understood and agreed that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption or suspension. Tenant acknowledges that any one or more of such services may be interrupted or suspended by reason of accident, repair, alteration or improvement, by strikes, lockouts, by reason of operation of law, or other causes beyond the control of Landlord. No such interruption or suspension of service shall be deemed an eviction or a disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages or abatement of Rent, or relieve Tenant of Tenant's obligations under this Lease.

12. <u>REPAIRS AND MAINTENANCE</u>:

A. <u>Landlord's Responsibilities</u>. During the Lease Term, Landlord shall repair and maintain the Building and the Common Areas.

B. <u>Tenant's Responsibilities</u>. During the Lease Term, Tenant shall repair and maintain the following at Tenant's expense:

- 1. The interior of the demising walls and the interior partition walls of the Premises, the wall covering, and the entry door to the Premises.
- 2. The electrical and mechanical systems not considered Building Standard which have been installed by either Landlord or Tenant for the use and benefit of Tenant. The following examples are for clarification and are not all inclusive: (a) electrical services for computers or similar items, (b) projection room equipment such as dimmers, curtains, or similar items, (c) water closet plumbing, kitchen plumbing or similar items, (d) HVAC for other than standard heating and cooling of the Premises, (e) security systems for the Premises, (f) telephone systems for the Premises, and (g) other similar systems.

3. All other personal property, improvements, furniture, furnishings, equipment, or trade fixtures located within the Premises.

C. <u>Repairs and Maintenance; Miscellaneous</u>. Notwithstanding any of the provisions of this Section 12 to the contrary, Landlord shall have no responsibility to repair or maintain the Building, any of its components, the Common Areas, the Premises, or any fixture, improvement, trade fixture, or any item of personal property contained in the Building, the Common Areas, and/or the Premises, if such repairs or maintenance are required because of the occurrence of any of the following: (i) the acts, misuse, improper conduct, omission or neglect of Tenant or Tenant's Agents, or (ii) the conduct of business in the Tenant's Premises. Should Landlord elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Tenant shall pay to Landlord as Additional Rent all actual costs and expenses incurred by Landlord. Landlord shall have the right to approve in advance all work, repairs or maintenance to be performed under this Lease by Tenant and all of Tenant's contractors, subcontractors and suppliers performing work or supplying materials. Tenant shall be responsible for all permits, inspections and certificates for accomplishing the above. Tenant shall obtain lien waivers for all work done in or to the Premises. Prior to performing any work, repairs or maintenance under this Lease, Tenant shall comply with all of the provisions of this Lease.

13. <u>TENANT'S ALTERATIONS</u>:

A. <u>General</u>. During the Lease Term, Tenant shall make no alterations, additions or improvements in or to the Premises, of any kind, including, without limitation, alterations, additions or improvements in, to or on, telephone or computer installations (any and all of such alterations, additions or improvements are collectively referred to as the "<u>Alterations</u>"), without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant shall submit to Landlord detailed drawings and plans of the proposed Alterations at the time Landlord's consent is sought. Should Landlord consent to any proposed Alterations by Tenant, such consent shall be conditioned upon Tenant's agreement to comply with (i) all requirements established by Landlord, including, without limitation, safety requirements, and (ii) the matters referenced in Section 23 of this Lease. All Alterations shall become Landlord's property when incorporated into or affixed to the Building; however, at Landlord's option, Landlord may, at the expiration of the Lease Term, require Tenant at Tenant's expense to remove Alterations made by or on behalf of Tenant and to restore the Premises to their original condition.

B. <u>Administration Fee</u>.

- 1. Tenant shall pay to Landlord as Additional Rent in connection with each Alteration a fee equal to five percent (5%) of the total construction cost of each Alteration (the "<u>Administration Fee</u>") for Landlord's overhead in connection with each Alteration, for Landlord's review and approval of all plans and specifications for each Alteration, for Landlord's monitoring of each Alteration, and for other reasonable costs and expenses actually incurred by Landlord as a result of or in connection with each Alteration. There shall be excluded from the computation of the construction cost of each Alteration the cost of furniture, removable furnishings, office equipment, painting, carpeting, and professionals' fees.
- 2. Prior to making any Alteration, Tenant shall submit to Landlord a statement of Tenant's architect, if one is employed, or Tenant's contractor, estimating the total construction cost of such Alteration and the estimated time required to complete such Alteration. The Administration Fee shall be calculated on the basis of such estimate and shall be paid by Tenant to Landlord prior to commencement of any Alteration.

3. Within ten (10) business days after completion of any Alteration, Tenant shall submit to Landlord a statement of Tenant's architect, if one is employed, or Tenant's contractor, certifying the total construction cost of such Alteration. The Administration Fee shall be adjusted, if necessary, based on the certification. In the event all or any portion of the Administration Fee is not paid by Tenant as herein required, such amount shall bear interest at ten percent (10%) per annum (the "Default Rate") until paid.

14. <u>LANDLORD'S ADDITIONS AND ALTERATIONS</u>: Landlord has the right to make changes in and about the Building, parking areas, and the Common Areas, including, without limitation, signs, entrances, and the address or name of the Building. Such changes may include, but are not limited to, rehabilitation, redecoration, refurbishment and refixturing of the Building or the Common Areas and expansion of or structural changes to the Building or the Common Areas. The right of Tenant to quiet enjoyment and peaceful possession given under this Lease shall not be deemed breached or interfered with by reason of Landlord's actions pursuant to this Section.

15. <u>ASSIGNMENT AND SUBLETTING</u>:

A. <u>Non-Affiliate.</u> Tenant shall not assign, mortgage, hypothecate, pledge, or otherwise encumber this Lease, or any part thereof, or sublet the Premises, or any part thereof, or permit the Premises, or any part thereof, to be used or occupied by others, intentionally or by operation of law, without the prior written consent of Landlord, which consent may not be unreasonably withheld or delayed. Any of same, or attempt at same, shall be a material default hereunder and shall be null, void and of no force or effect. If Landlord consents to an assignment or subletting, such assignment or subletting shall not relieve Tenant of its obligations or liabilities under this Lease. As a prerequisite for giving its consent to a proposed assignment or subletting, Landlord may require that the assignee or the subtenant execute an instrument prepared by Landlord with terms, provisions, conditions and covenants reasonably acceptable to Landlord. If the rate at which Tenant subleases the space is in excess of the Rent to be paid under this Lease, the amount in excess of the Rent shall be split equally between the Tenant and the Landlord.

B. <u>Affiliate.</u> Tenant shall have the right to assign or sublease the Premises to a wholly owned affiliate or subsidiary of Tenant, without Landlord approval, by giving Landlord thirty (30) calendar days' written notice, along with proof in the form of financial statements and/or tax returns of the financial stability of the affiliate entity. Tenant shall, under no circumstances, be absolved of liability under the Lease and shall remain as party to the Lease.

C. <u>Entire Premises</u>. In the event that Tenant subleases the entirety of the Premises, the Landlord reserves the right, in its sole discretion, to unilaterally cancel the Lease and recapture the Premises.

16. <u>RIGHT OF FIRST OFFER:</u> During the Lease Term, Tenant may exercise a one-time Right of First Offer to expand into any available space on the 2nd floor of the Building. Upon written notice from Tenant of its intent to expand, Landlord shall provide Tenant a list of available space, along with the prevailing fair market rent for that space. Tenant shall notify Landlord in writing within ten (10) business days after the date of receipt of the list of available space if Tenant intends to exercise its right with regard to any of the available space. Landlord and Tenant shall proceed in good faith to negotiate and execute a lease in accordance with the then prevailing fair market rent. Once a space has been offered to Tenant, the Right of First Offer will have deemed to have expired for that space. Tenant's rights under this Section may not be severed from this Lease or separately sold, assigned or otherwise transferred, except to a permitted transferee and shall not, whether or not exercised, be construed as affording Tenant any vested first offer right which survives any expiration or earlier termination of this Lease. Moreover, unless Landlord agrees in writing otherwise, Tenant shall not be entitled to exercise its Right of First Offer under this Section or, having properly exercised the same, Tenant shall not be entitled to lease all or any portion of Building space unless at the time of exercise thereof and at the time of leasing of such space, this Lease is in full force and effect and no Event of Default then exists hereunder beyond any applicable notice and cure periods.

17. <u>TENANT'S INSURANCE COVERAGE</u>:

A. General. Tenant agrees that, at all times during the Lease Term (as well as prior and subsequent thereto if Tenant or any of Tenant's Agents should then use or occupy any portion of the Premises), it shall keep in force, with an insurance company licensed to do business in the State of Nevada, and otherwise reasonably acceptable to Landlord, (i) with not more than \$50,000 deductible, comprehensive general liability insurance, including coverage for bodily injury and death, property damage and personal injury and contractual liability as referred to below, in the amount of not less than \$1,000,000.00, combined single limit per occurrence for injury (or death) and damages to property; (ii) with deductible of not more than \$50,000.00, insurance on an "All Risk or Physical Loss" basis, including sprinkler leakage, vandalism, theft, malicious mischief, fire and extended coverage, covering all improvements to the Premises, including but not limited to Tenant's fixtures, furniture, furnishings, trade fixtures, removable floor coverings, equipment, signs, all other decoration or stock in trade and Alterations, in the amounts of not less than the full replacement value thereof; and (iii) worker's compensation and employer's liability insurance if and in the amounts required by Nevada Statutes. Such policies shall: (i) include Landlord and such other parties as Landlord may designate as additional insureds on general liability policy only, (ii) include provisions (either within the terms of the policies or by contractual liability endorsement) that insure Tenant's indemnity obligations set forth in Section 20 of this Lease, and (iii) provide that insurer will endeavor to provide 30 calendar days' notice of cancellation.

<u>Evidence</u>. The insurance coverages to be provided by Tenant shall be for a period of not less than one (1) year. Prior to the Lease Commencement Date, Tenant shall deliver to Landlord valid certificates of all such insurance together with true copies of each such policy; and thereafter, at least thirty (30) days prior to the expiration of any policy or as soon as is practicable, Tenant shall deliver to Landlord valid certificates that evidence a renewal or new policy to take the place of the policy that is expiring together with true copies of each such policy.

18. <u>LANDLORD'S INSURANCE COVERAGE</u>:

A. <u>General</u>. Landlord shall at all times during the Lease Term maintain a policy or policies of insurance, issued by an insurance company authorized to transact business in Nevada, insuring the Building and the Common Areas against loss or damage by fire, explosion or other hazards for the full insurable value thereof. Landlord shall not be obligated to insure any furniture, equipment, machinery, goods, supplies or other personal property which Tenant may bring upon the Premises, or any Alterations to the Premises which Tenant may construct in accordance with the terms and conditions of this Lease. Landlord reserves the right to self-insure the Building and/or the Common Areas, or to insure the same under blanket policies insuring the Building, the Common Areas and other buildings and/or property of Landlord or its affiliates.

B. <u>Tenant's Acts</u>. Tenant shall not do or permit anything to be done upon or bring or keep or permit anything to be brought or kept upon the Premises, which will increase Landlord's rate of insurance on the Building. If by reason of the failure of Tenant to comply with the terms of this Lease, or by reason of Tenant's occupancy (even though permitted or contemplated by this Lease), the insurance rate shall at any time be higher than it would otherwise be, Tenant shall reimburse Landlord for that part of all insurance premiums charged because of such violation or occupancy by Tenant. Tenant agrees to comply with any requests or recommendations made by Landlord's insurance underwriter inspectors.

19. <u>SUBROGATION</u>:

A. <u>Waiver of Subrogation Rights</u>. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant waive and release each other of and from any and all rights of recovery, claims, actions or causes of action, against each other, their agents, officers and employees, for any loss or damage (i) that may occur to the Building, Tenant's personal property, Landlord's personal property, or the Alterations, if any, by reason of fire, the elements or other cause (including, without limitation, Landlord's and/or Tenant's sole and/or joint negligence), and (ii) which is required to be insured against by the releasor pursuant to the provisions of Section 17 or Section 18 of this Lease (or which is insured against by the releasor (without obligation to so obtain any such other insurance coverage) pursuant to the terms of property insurance policies or general liability policies actually obtained by the releasor).

B. <u>Exclusions</u>. Notwithstanding the foregoing, Landlord's and Tenant's waivers described in Section 19(A) above shall not apply (i) to the extent that any of such rights of recovery, claims, actions or causes of action exceed the insurance policy(ies) limits required by Section 17 or Section 18 of this Lease, and (ii) with respect to any deductibles permitted by Section 17 or Section 18 of this Lease and contained in such insurance policy(ies).

20. DAMAGE OR DESTRUCTION BY CASUALTY:

A. <u>Material Damage or Destruction</u>. If the Premises are totally destroyed by fire or other casualty, or if the Building is partially damaged or destroyed to the extent of fifty percent (50%) or more of the replacement cost thereof, then, even though the Premises may not be damaged, Landlord shall have the option of terminating this Lease, or any renewal thereof, by giving written notice to Tenant within sixty (60) days after the date of such casualty, in which event any prepaid Rent shall be prorated as of the date of such casualty and the unearned portion of such Rent shall be refunded to Tenant without interest.

Partial Damage or Destruction. If the Premises are damaged or partially destroyed by fire or B. other casualty to the extent of twenty-five percent (25%) or more of the replacement cost thereof and the provisions of Section 20(A) are not applicable, then (i) if the unexpired balance of the Lease Term is less than one year, excluding any unexercised renewal option, Landlord may terminate this Lease by giving written notice to Tenant within thirty (30) business days after the date of such casualty, or, at Landlord's sole option, Landlord shall rebuild, restore or repair the Premises as a complete architectural unit of substantially the same size, design, quality and construction as existed immediately prior to the date of the casualty (except for Tenant's personal property, trade fixtures and Alterations, which shall be the responsibility of Tenant), within one hundred twenty (120) days after Landlord's receipt of a building permit for such rebuilding, restoration or repair; or (ii) if the unexpired balance of the Lease Term is one year or more, including any exercised renewal option, Landlord shall rebuild, restore or repair the Premises as a complete architectural unit of substantially the same size, design, quality and construction as existed immediately prior to the date of the casualty (except for Tenant's personal property, trade fixtures and Alterations, which shall be the responsibility of Tenant), within one hundred twenty (120) days after Landlord's receipt of a building permit for such rebuilding, restoration or repair. If the Premises are damaged or partially destroyed by fire or other casualty to the extent of less than twenty-five percent (25%) of the replacement cost thereof and the provisions of Section 20(A) hereof are not applicable, then Landlord shall rebuild, restore or repair the Premises as a complete architectural unit of substantially the same size, design, quality and construction as existed immediately prior to the date of the casualty (except for Tenant's personal property, trade fixtures and Alterations, which shall be the responsibility of Tenant), within one hundred twenty (120) days after Landlord's receipt of a building permit for such rebuilding, restoration or repair. Notwithstanding the foregoing, if Landlord rebuilds, restores or repairs as provided aforesaid, and if such rebuilding, restoration or repair is of a nature that it cannot be substantially completed within said one hundred twenty (120) day period as determined by Landlord's contractor, then Landlord shall have as much time thereafter to complete such rebuilding, restoration or repair as is necessary so long as Landlord's efforts are diligent and continuous.

C. <u>Rent Adjustments</u>. In the event that this Lease does not terminate pursuant to Section 20(A) or Section 20(B) above, then all Rent accruing after the date of the casualty shall be equitably and proportionately adjusted according to the nature and extent of the destruction or damage, pending substantial completion of rebuilding, restoration or repair. In the event the destruction or damage is so extensive as to make it not feasible for Tenant to conduct Tenant's business in the Premises, then all Rent accruing after the date of the casualty shall be completely abated until the Premises are substantially rebuilt, restored or repaired by Landlord or until Tenant resumes use and occupancy of the Premises, whichever occurs first. Notwithstanding the foregoing or any provision of this Lease to the contrary, Landlord shall not be liable for any damage to or any inconvenience or interruption of the business of Tenant or any of Tenant's Agents caused, directly or indirectly, by any casualty.

21. <u>EMINENT DOMAIN</u>:

Substantial Taking. In the event of a Taking (as hereafter defined) of twenty-five percent A. (25%) or more of the Premises, either party shall have the right, at its option, to terminate this Lease (such termination to be effective as of the effective date of the Taking) by giving written notice to the other party within thirty (30) business days after the effective date of the Taking, in which case any prepaid Rent shall be prorated as of the effective date of such Taking and the unearned portion of such Rent shall be refunded to Tenant without interest. If neither party terminates this Lease as provided above, then Landlord shall repair, restore or rebuild the Building and/or the Premises, as the case may be (except for Tenant's personal property, trade fixtures and Alterations, which shall be the responsibility of Tenant), as nearly as is commercially reasonable and possible to their value, condition and character immediately prior to such Taking, within one hundred twenty (120) days after Landlord's receipt of a building permit for such repair, restoration or rebuilding. If such repair, restoration or rebuilding is of a nature that it cannot be substantially completed within said one hundred twenty (120) day period as determined by Landlord's contractor, then Landlord shall have as much time thereafter to complete such repair, restoration or rebuilding as is necessary so long as Landlord's efforts are diligent and continuous. As used in this Lease, the term "Taking" means any taking of the Building, the land on which the Building is located, or parts thereof, in or by condemnation or other eminent domain proceeding pursuant to any law, general or special, sale in lieu of condemnation, or by reason of the temporary requisition of the use or occupancy of the Building, the land on which the Building is located, or parts thereof, by any federal, state, regional, county, municipal or local government, or any department, commission, board, bureau, agency or office thereof, having or claiming jurisdiction over all or any part of the Premises or the use thereof.

B. <u>Insubstantial Taking</u>. In the event of a Taking of less than twenty-five percent (25%) of the Premises, this Lease shall not terminate and Landlord shall repair, restore or rebuild the Building, and/or the Premises, as the case may be (except for Tenant's personal property, trade fixtures and Alterations, which shall be the responsibility of Tenant), as nearly as is commercially reasonable and possible to their value, condition and character immediately prior to such Taking, within one hundred twenty (120) days after Landlord's receipt of a building permit for such repair, restoration or rebuilding. If such repair, restoration or rebuilding is of a nature that it cannot be substantially completed within said one hundred twenty (120) day period as determined by Landlord's contractor, then Landlord shall have as much time thereafter to complete such repair, restoration or rebuilding as is necessary so long as Landlord's efforts are diligent and continuous.

C. <u>Landlord's Additional Right to Terminate</u>. Notwithstanding the foregoing provisions, in the event of a Taking of any part of the Building other than the Premises, the Taking of which would, in Landlord's sole opinion, prevent the economical operation of the Building, Landlord shall, in such event, have the right, at its sole option, to terminate this Lease (such termination to be effective as of the effective date of the Taking) by giving written notice to Tenant within thirty (30) business days after the effective date of the Taking, in which

case any prepaid Rent shall be prorated as of the effective date of such Taking and the unearned portion of such Rent shall be refunded to Tenant without interest.

D. <u>Rent Adjustments</u>. In the event that this Lease does not terminate pursuant to Section 21(A) or Section 21(C) above, then all Rent accruing after the effective date of the Taking shall be equitably and proportionately adjusted to such an extent as may be fair and reasonable under the circumstances, pending substantial completion of repair, restoration or rebuilding. In the event the Taking is so extensive as to make it not feasible for Tenant to conduct Tenant's business in the Premises, then all Rent due under this Lease shall be completely abated until the Premises are substantially repaired, restored or rebuilt by Landlord as set forth herein. Notwithstanding the foregoing or any provision of this Lease to the contrary, Landlord shall not be liable for any damage to or any inconvenience or interruption of the business of Tenant or any of Tenant's Agents caused, directly or indirectly, by any Taking.

E. <u>Condemnation Award</u>. Landlord shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with a Taking. Tenant shall have no claim to the condemnation award with respect to the leasehold estate but, in a subsequent, separate proceeding, Tenant may make a separate claim only for its personal property, trade fixtures and Alterations installed in the Premises by and at the expense of Tenant and Tenant's moving expenses. In no event shall Tenant have any claim for the value of the unexpired Lease Term.

22. <u>LIMITATION OF LIABILITY; INDEMNIFICATION:</u>

A. <u>Personal Property</u>. All personal property placed or moved into the Building by Tenant shall be at the sole risk of Tenant or owner thereof. Landlord shall not be liable to Tenant or others for any damage to persons or property arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, any act or omission of any other tenant or occupant of the Building or of any other person, or otherwise.

B. <u>Limitations</u>. Notwithstanding anything in this Lease to the contrary herein: (i) Neither Party nor any of its respective affiliates, subsidiaries, directors, officers, agents, shareholders, partners, members, employees, contractors, invitees or licensees shall be personally liable for any of the obligations of Landlord under this Lease, and further, to the extent permitted by law, Tenant expressly agrees that Landlord's liability hereunder or otherwise shall be limited to, and Tenant shall only have recourse against, the value of Landlord's equity in the Building; and (ii) Tenant's sole right and remedy in any action or proceeding concerning Landlord's reasonableness (where the same is required under this Lease) shall be an action for declaratory judgment.

- C. <u>Indemnification</u>.
 - 1. To the extent permitted by law, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's directors, officers, shareholders, partners, members, employees, agents, invitees, licensees or contractors ("Landlord's Indemnified Parties") from and against all claims, causes of action, liabilities, judgments, damages, losses, costs and expenses, (including, but not limited to, any of the foregoing arising from, in connection with or attributable to, damage to property, or injury to or death of any person, and reasonable attorneys' fees and costs incurred in trial, appellate and bankruptcy actions and proceedings), incurred or suffered by any of Landlord's Indemnified Parties and arising from or in any way connected with any of the following: (1) the use, operation, maintenance and/or repair of the Premises; (ii) any acts, omissions, neglect or fault of Tenant or any of Tenant's Agents (including, without limitation, the joint negligence of Landlord and Tenant, or the joint negligence of their employees, agents, invitees, licensees or contractors, but with respect to such a claim, Tenant shall not be obligated to indemnify, defend and hold

Landlord harmless to the extent of the gross negligence or willful misconduct of Landlord or any of its affiliates, subsidiaries, directors, officers, agents, shareholders, partners, members, employees, contractors, invitees or licensees ("Landlord's Agents"); (iii) the breach of any of Tenant's obligations under this Lease, including, without limitation, Tenant's obligations to carry insurance, pay Overhead Rent and maintain the Premises; (iv) any death, personal injury or property damage occurring in or about the Premises or the Building; (v) the performance of any repair, renovation, and/or maintenance to the Premises by Tenant or any of Tenant's Agents; (vi) Tenant's subleasing or assigning of any of its rights under this Lease; and/or, (vii) the presence at the Premises for any reason of any of Tenant's Agents. Notwithstanding the foregoing, Tenant's indemnity obligation under this paragraph shall not apply to the extent that any of the foregoing claims, causes of action, liabilities, judgments, damages, losses, costs and expenses are the result of the gross negligence or willful misconduct of Landlord or any of Landlord's Agents. Landlord may defend any claim covered by this indemnity, at Tenant's expense, by counsel selected by Landlord.

- 2. Landlord shall indemnify, defend and hold harmless Tenant and Tenant's directors, officers, shareholders, members, partners, employees, agents, invitees, licensees or contractors ("Tenant's Indemnified Parties") from and against all claims, causes of action, liabilities, judgments, damages, losses, costs and expenses, (including, but not limited to, any of the foregoing arising from, in connection with or attributable to, damage to property, or injury to or death of any person, and reasonable attorneys' fees and costs incurred in trial, appellate and bankruptcy actions and proceedings), incurred or suffered by any of Tenant's Indemnified Parties and arising from or in any way connected with any of the following: (i) any acts, omissions, neglect or fault of Landlord or any of Landlord's Agents (including, without limitation, the joint negligence of Landlord and Tenant, or the joint negligence of their employees, agents, invitees, licensees or contractors, but with respect to such a claim, Landlord shall not be obligated to indemnify, defend and hold Tenant harmless to the extent of the gross negligence or willful misconduct of Tenant or any of Tenant's Agents); (ii) the breach of any of Landlord's obligations under this Lease; and/or (iii) the performance of any repair, renovation, and/or maintenance to the Premises by Landlord or any of Landlord's Agents. Notwithstanding the foregoing, Landlord's indemnity obligation under this paragraph shall not apply to the extent that any of the foregoing claims, causes of action, liabilities, judgments, damages, losses, costs and expenses are the result of the gross negligence or willful misconduct of Tenant or any of Tenant's Agents. Tenant may defend any claim covered by this indemnity, at Landlord's expense, by counsel selected by Tenant.
- 3. The provisions of this Section 22 shall survive the termination of this Lease with respect to any claims occurring prior to such termination.
- 4. The provisions of this Section 22 are subject to the provisions of Section 19 Subrogation, of this Lease.

23. <u>COMPLIANCE WITH LAWS, PROCEDURES AND RESTRICTIVE COVENANTS:</u>

A. <u>Compliance.</u> Tenant, at its sole cost, shall promptly comply with all federal, state or local applicable laws, guidelines, rules, regulations and requirements applicable to the Premises and the Building, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., and those for the

correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises. Without limitation of the foregoing, Tenant's use of the Premises shall be in compliance with all applicable laws, code and ordinance.

B. <u>Notice Prior to Work</u>. Tenant shall provide thirty (30) days' notice to Landlord prior to the performance by Tenant or Tenant's Agents of any structural repairs, renovation and/or maintenance to the Premises. Such notice shall include a detailed description of the contemplated work. Tenant shall not perform, or cause to be performed, any such repair, renovation and/or maintenance without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion, and if such consent is granted, the repair, renovation and/or maintenance must be performed in accordance with the terms of Landlord's consent. Prior to performing any repairs, renovation and/or maintenance to the Premises, Tenant shall comply with all of the provisions of Section 13 of this Lease.

C. <u>Certificate of Use and Occupational License</u>. Tenant shall provide Landlord with a copy of and an updated paid receipt for Tenant's Certificate of Use and Occupational License on an annual basis.

24. <u>RIGHT OF ENTRY</u>: Landlord and Landlord's Agents shall have the right to enter the Premises during - business hours to make necessary repairs to the Premises. In the event of an emergency, Landlord or Landlord's Agents may enter the Premises at any time, without notice, to appraise and correct the emergency condition. Landlord's right of entry shall, after reasonable notice, likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord or Landlord's Agents shall have the right to exhibit the Premises with proper notice to Tenant's representative to prospective tenants commencing one hundred and eighty (180) days before the Expiration Date of this Lease.

25. <u>DEFAULT</u>:

A. <u>Events of Default</u>. The following shall, upon the giving of written notice to Tenant of the nature of the default (other than for a default for nonpayment of Rent on the due date or for failure to comply with the terms of Section 15 or 17 of this Lease in which cases there shall be no notice or grace period whatsoever) and the expiration of Tenant's grace period as set forth in Section 25(B), constitute an "Event of Default" under this Lease:

- 1. Tenant vacates, abandons or surrenders all or any part of the Premises prior to the Expiration Date; or
- 2. Tenant fails to fulfill or comply with any of the terms or conditions of this Lease or of any other lease entered into between Landlord and Tenant for other space in the Building; or
- 3. The appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's assets occurs, or if the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease, occurs; or
- 4. Tenant or any of its successors or assigns or any guarantor of this Lease should file any voluntary petition in bankruptcy, reorganization or arrangement, or an assignment for the benefit of creditors or for similar relief under any present or future law or regulation relating to relief of debtors; or

- 5. Tenant or any of its successors or assigns or any guarantor should be adjudicated bankrupt or have an involuntary petition in bankruptcy, reorganization or arrangement filed against it; or
- 6. Tenant shall permit to exist any lien, judgment, writ, assessment, charge, attachment or execution upon Landlord's or Tenant's interest in this Lease or the Premises, and/or the fixtures, improvements, furnishings and Alterations located therein; or
- 7. Tenant is dispossessed from the Premises (other than by Landlord) by process of law or otherwise; or
- 8. Tenant holds over the Premises after the Expiration Date without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion; or
- 9. This Lease or the interest or estate of Tenant hereunder shall be transferred to, pass to, or devolve to or on any other person or entity in contradiction to the manner permitted under this Lease; or
- 10. Tenant violates any of the covenants or restrictions set forth in the rules and regulations which may, from time to time, be reasonably promulgated by Landlord with reference to the Premises, or any portion thereof, or the Building; or
- 11. Tenant loses its good standing, license or ability to transact business in Arizona, or is otherwise ordered to cease and desist engaging in its business by any court on applicable regulatory body.

B. <u>Tenant's Grace Period</u>. Tenant shall have a period of ten (10) days after notice from Landlord specifying the nature of any default under Section 25(A) to such cure a default under this Lease (other than a default for nonpayment of Rent on the due date, or for failure to comply with the terms of Sections 15 or 17 of this Lease, in which cases there shall be no notice or grace period whatsoever). This grace period shall be extended to a maximum of forty-five (45) days if the default is of a nature that it cannot be completely cured within the ten (10) day period and Tenant has diligently commenced and is continuously and diligently pursuing in good faith to cure or remedy the default. If the default is not cured prior to the expiration of the grace period, then Landlord may pursue any remedies provided by law or equity and/or the remedies provided in Section 26 of this Lease.

C. <u>Landlord's Default</u>. If Tenant asserts that Landlord has failed to meet any of its obligations under this Lease, Tenant shall provide written notice ("<u>Notice of Default</u>") to Landlord specifying the alleged failure to perform. Landlord shall have a thirty (30) day period after receipt of the Notice of Default in which to commence curing any non-performance by Landlord, and Landlord shall have as much time thereafter to complete such cure as is necessary so long as Landlord's cure efforts are diligent and continuous. If Landlord has not begun the cure within thirty (30) days after receipt of the Notice of Default, or Landlord does not thereafter diligently and continuously attempt to cure, then Landlord shall be in default under this Lease.

26. <u>LANDLORD'S REMEDIES FOR TENANT'S DEFAULT</u>:

A. <u>Landlord's Remedies</u>. If there is an Event of Default by Tenant or if Tenant is in default under this Lease, Landlord may, at its option, in addition to such other remedies as may be available under Nevada law:

- 1. terminate this Lease and Tenant's right of possession, and retake possession for Landlord's account; or
- 2. terminate Tenant's right of possession without terminating this Lease, retake possession of the Premises for Tenant's account, repair and alter the Premises in any manner as Landlord deems reasonably necessary or advisable, and relet the Premises or any part of it, as the agent of Tenant, for the whole or any part of the remainder of the Lease Term or for a longer period, and Landlord may grant concessions or free rent or charge a higher or lower rental than that reserved in this Lease. From rent collected or received as a result of such reletting, Landlord shall pay to itself (a) all expenses of every nature which Landlord may incur such as (by way of illustration and not limitation) those for attorneys' fees, brokerage, advertising, and refurbishment of the Premises in good order or preparing the Premises for reletting and (b) subject to the provisions of Section 26(C) below, any balance remaining on account of the liability of Tenant for the sum equal to all Rent due from Tenant under this Lease through the Expiration Date. Should Landlord, pursuant to this subsection (2), not collect rent which after deductions is sufficient to fully pay to Landlord a sum equal to all Rent and other charges payable by Tenant under this Lease through the Expiration Date, then the balance or deficiency shall, at the election of Landlord, be paid by Tenant plus interest thereon at the Default Rate; or
- 3. stand by and do nothing, and hold Tenant liable for all Base Rent, Overhead Rent and Additional Rent and other charges payable by Tenant under this Lease through the Expiration Date; or
- 4. do anything else permitted by law; or
- 5. pursue any combination of the above.

B. <u>Exercise of Landlord's Remedies</u>. If Landlord does not notify Tenant which remedy it is pursuing, or if Landlord's notice to Tenant does not expressly state that Landlord is exercising its remedies under subsection (1) or subsection (3) above, then it shall be deemed that Landlord is pursuing the remedy set forth in subsection (2) above. If Landlord exercises the remedy set forth in subsection (1) or subsection (2) above, Tenant agrees to immediately and peacefully surrender the Premises to Landlord; and if Tenant refuses to do so, Landlord may without further notice reenter the Premises either by force or otherwise and dispossess Tenant, as well as the legal representative(s) of Tenant and/or other occupant(s) of the Premises, by summary proceedings or otherwise, and remove their effects.

C. <u>Acceleration</u>. If Landlord exercises the remedies in subsection (2) or subsection (3) above, Tenant shall promptly pay to Landlord as damages for loss of the bargain caused by Tenant's Event of Default, and not as a penalty, in addition to any other damages, the aggregate sum of the full amount of the Rent payable by Tenant under this Lease that would have accrued for the balance of the Lease Term, discounted to present value (as hereafter defined) at a rate per annum equal to the Treasury Rate (as hereafter defined). If Landlord exercises the remedy in subsection (2) above, Landlord shall account to Tenant at the Expiration Date for amounts actually collected by Landlord as a result of a reletting, net of amounts to be paid to Landlord under subsection (2) above. The term "present value" means the current monetary value of future benefits or income, or otherwise stated, the discounted value of future payments. The term "Treasury Rate" means the yield implied by the Treasury Constant Maturity series for a U.S. Government Treasury obligation having a maturity date equal to or closest to the number of years remaining in the Lease Term at the time of Tenant's Event of Default under this Lease; the Treasury Rate shall be based on the weekly average Treasury Constant Maturity yields reported in Federal Reserve Statistical Release H.15 - Selected Interest Rates, for the week immediately preceding the date of Tenant's default under this Lease.

D. <u>Attorneys' Fees</u>. To the extent permitted by law, Tenant shall reimburse Landlord upon request for all costs incurred by Landlord in the interpretation and enforcement of any provisions of this Lease and/or the collection of any sums due to Landlord under this Lease, including collection agency fees, and reasonable attorneys' fees and costs, regardless of whether litigation is commenced, and through all trial, appellate and bankruptcy actions and proceedings, if litigation is commenced.

27. <u>LANDLORD'S RIGHT TO PERFORM FOR TENANT'S ACCOUNT</u>: If Tenant fails to observe or perform any term or condition of this Lease within the grace period, if any, applicable thereto, then Landlord may immediately or at any time thereafter perform the same for the account of Tenant. If Landlord makes any expenditure or incurs any obligation for the payment of money in connection with such performance for Tenant's account (including, to the extent permitted by law, reasonable attorneys' fees and costs in instituting, prosecuting and/or defending any action or proceeding through any and all appeals), then the sums paid or obligations incurred, with interest at the Default Rate, shall be paid by Tenant to Landlord within ten (10) days after rendition of a statement to Tenant. In the event Tenant, in the performance or non-performance of any term or condition of this Lease, should cause an emergency situation to occur or arise within the Premises or in the Building, then Landlord shall have all rights set forth in this Section immediately, without the necessity of providing Tenant with any advance notice.

28. <u>LIENS</u>:

A. <u>General</u>. No interest of Landlord in the Building, the Premises, the land on which the Building is located, or this Lease shall be subject to liens for repairs, maintenance or Alterations made by Tenant or caused to be made by Tenant hereunder (including, without limitation, those repairs, maintenance or Alterations made by Tenant to Section 12 or Section 13). Further, Tenant, with respect to repairs, maintenance or Alterations made by Tenant or caused to be made by Tenant or caused to be made by Tenant, shall promptly notify the contractor making such repairs, maintenance or Alterations to the Premises of this provision.

B. <u>Default</u>. Notwithstanding the foregoing, if any mechanic's, laborer's or materialman's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Building, the Premises, the land on which the Building is located, or this Lease, or any alterations, fixtures or improvements therein or thereto, as a result of any work, action or inaction done by or at the direction of Tenant or any of Tenant's Agents, Tenant shall discharge same of record within ten (10) days after the filing thereof, failing which Tenant shall be in default under this Lease. In such event, without waiving Tenant's default, Landlord, in addition to all other available rights and remedies, without further notice, may discharge the same of record by payment, bonding or otherwise, as Landlord may elect, and upon request Tenant shall reimburse Landlord for all costs and expenses (including, to the extent permitted by law, reasonable attorney's fees and costs) so incurred by Landlord plus interest thereon at the Default Rate. Tenant shall advise Landlord of the existence of a lien promptly upon Tenant's notice thereof or within thirty (30) days after the filing thereof, whichever shall first occur.

29. <u>NOTICES</u>: All notices, demands, consents, approvals, requests and other instruments herein required or permitted to be given to, or served upon, either party shall be in writing. Any such notice, demand, consent or request shall be deemed given or served if sent by hand delivery, by commercial courier (Federal Express or similar firms), by certified mail, return receipt requested, or by regular mail, postage prepaid, addressed to either such party at its address set forth below, or at such other address as it shall designate by notice to the other party. Notices shall be deemed to have been given or served on the date when delivered or refused, if hand delivered; the date of delivery or refusal, if sent by commercial courier; and on the date three (3) business

days after the date the notice is placed in the mail, if sent by certified mail, return receipt requested, or by regular mail, postage prepaid.

Tenant's Address for Notices:

Southern Nevada Health District Contract Administrator, Legal Dept. 280 S. Decatur Blvd. Las Vegas, NV 89107

With an electronic copy to:

Contracts@snhd.org

Landlord's Address for Notices: W Buffalo, LLC c/o Sun Property Management Attn: Susan Cotton 6140 Brent Thurman Way #140 Las Vegas, NV 89148

With an electronic copy to:

Danielle B. Carlson: danielle.carlson@praedia.us

30. <u>ESTOPPEL CERTIFICATE; SUBORDINATION</u>:

A. <u>Estoppel Certificate</u>. Within seven (7) days after notice, Tenant agrees to execute, acknowledge and deliver to Landlord, its designee, or any mortgagee of the Building such instruments as may be reasonably required by them, certifying the amount of the Security Deposit and whether this Lease is in full force and effect, and listing any modifications. This estoppel certificate shall also contain such other information as Landlord, its designee, or any mortgagee of the Building may reasonably request. If for any reason Tenant does not timely comply with the provisions of this paragraph, Tenant shall be deemed to have confirmed that this Lease is in full force and effect with no defaults on the part of Landlord and without any right of Tenant to offset, deduct or withhold any Rent.

B. <u>Subordination</u>. This Lease is and at all times shall be subject and subordinate to all present and future mortgages or ground leases which may affect the Building and/or the land on which the Building is located, and to all renewals, modifications, consolidations, replacements, and extensions of any such mortgage(s), and to all increases and voluntary and involuntary advances made thereunder. The foregoing provision shall be self-operative and no further instrument of subordination shall be required. Notwithstanding the self-operative nature of this Section, Tenant shall execute all documentation that may be requested from Tenant in order to evidence such subordination. Upon Tenant's written request, which written request Tenant hereby ratifies and confirms, Landlord shall obtain from such lender a non-disturbance agreement on such lender's standard form of subordination, non-disturbance and attornment agreement or such other form as required by lender. Tenant shall be authorized to pay Rent to the lender upon notice from such lender, and is required to send copies to Landlord.

31. ATTORNMENT AND MORTGAGEE'S REQUEST:

A. Attornment and Mortgagee's Request. If any mortgagee of the Building comes into possession or ownership of the Premises or acquires Landlord's interest in this Lease by foreclosure of the mortgage or otherwise, or if any person or entity at a foreclosure sale takes title to the Building (such mortgagee or foreclosure person or entity being referred to as the "New Owner"), then, upon such New Owner's request, Tenant shall attorn to the New Owner as successor Landlord under this Lease, and, in such event, the New Owner's liabilities shall be limited to liabilities accruing from and after the date that such New Owner assumes its role of successor Landlord by ownership. The New Owner shall not have any obligation to cure defaults existing as of the date it becomes the New Owner unless such defaults are of a continuing nature and Tenant has given the New Owner notice thereof and a reasonable opportunity to cure such default following the date of Tenant's notice. The New Owner shall not have any obligation to return or otherwise credit the Security Deposit to Tenant unless the New Owner has actually received such Security Deposit. The New Owner shall not be obligated to credit Tenant for any payments under the Lease made more than one month in advance, nor shall the New Owner be bound by this Lease, or any modifications, terminations, extensions, grants of purchase options, grants of first refusal, declarations of default and other actions by Landlord unless (i) this Lease is to a tenant that is not an entity controlled by, or under common control with Landlord; (ii) this Lease is for an amount that is at least a reasonable market rate; (iii) this Lease does not allow payment of any sums due hereunder more than one month in advance and, accordingly, this Lease prohibits payments by Tenant that are more than one month in advance of the related period (except for a Security Deposit); and (iv) any agreement for the early termination or reduction in size of the Premises has been delivered to any such mortgagee not less than five (5) days prior to its effective date, and any associated space contraction or early termination payment is delivered to such mortgagee if so requested by such mortgagee.

B. <u>Mortgage Modification</u>. If a mortgagee of the Building requests modifications to this Lease as a condition to disbursing any monies to be secured by the mortgage, Tenant agrees that within seven (7) days after reasonable request by the mortgagee Tenant shall execute, acknowledge and deliver to the mortgagee an agreement, in form and substance satisfactory to the mortgagee, evidencing such modifications, provided that such modifications do not increase Tenant's obligations under this Lease or materially adversely affect the leasehold interest created by this Lease.

32. <u>ASSIGNMENT BY LANDLORD</u>: If Landlord's interest in this Lease is assigned or transferred, Landlord shall, upon transfer to new Landlord of any funds paid by Tenant to Landlord which are actually payable to new landlord, be released from all further liability to Tenant under this Lease.

33. <u>SURRENDER OF PREMISES; HOLDING OVER:</u>

A. <u>Surrender</u>. Tenant agrees to surrender the Premises to Landlord on the Expiration Date (or sooner termination of the Lease Term pursuant to other applicable provisions hereof) in as good condition as existed at the commencement of Tenant's occupancy, ordinary wear and tear and damage by fire and other casualty not caused by Tenant or Tenant's Agents excepted. Tenant shall pay to Landlord, upon request, and to the extent permitted by law, all damages that Landlord may suffer on account of Tenant's failure to surrender possession as and when required aforesaid, and Tenant shall indemnify Landlord against all liabilities, costs and expenses (including all reasonable attorneys' fees and costs) arising out of Tenant's delay in so delivering possession, including, without limitation, the claims of any succeeding tenant. At the expiration or termination of the Lease Term, Tenant shall deliver to Landlord all keys, pass cards and similar devices and make known to Landlord the location and combination of all safes, locks and similar items.

B. <u>Removal</u>. If Tenant has installed or caused to be installed fixtures, trade fixtures or any Alterations, then Landlord shall have the option of retaining such items or requiring Tenant to remove same prior to the expiration or termination of the Lease Term. If Landlord elects to require Tenant to remove such items, then the cost of removal shall be at Tenant's sole cost and expense, and Tenant shall restore all damage caused in connection with the removal within five (5) days after the removal of such items. Landlord shall have

no obligation to compensate Tenant for any items, which are required hereunder to remain on or with the Premises.

C. <u>Holdover</u>. Without limiting Landlord's rights and remedies, if Tenant holds over in possession of the Premises beyond the expiration or termination of the Lease Term, then during the holdover period Tenant shall be a "month to month" Tenant for a period of up to three (3) months, and the monthly Base Rent shall be 150% the amount of the Base Rent due and payable for the last month of the Lease Term.

D. <u>No Surrender</u>. No offer of surrender of the Premises, by delivery to Landlord or its agent of keys, pass cards or similar devices to the Premises or otherwise, shall be binding on Landlord unless accepted by Landlord, in writing, specifying the effective surrender of the Premises. No receipt of money by Landlord from Tenant after the Expiration Date (or sooner termination of this Lease) shall reinstate, continue or extend the Lease Term, unless Landlord specifically agrees to any such reinstatement, continuation or extension in a writing signed by Landlord at the time such payment is made by Tenant.

34. <u>NO WAIVER; CUMULATIVE REMEDIES:</u>

A. <u>No Waiver</u>. No waiver of any provision of this Lease by either party shall be deemed to imply or constitute a further waiver by such party of the same or any other provision hereof. The rights and remedies of Landlord under this Lease or otherwise are cumulative and are not intended to be exclusive and the use of one shall not be taken to exclude or waive the use of another, and Landlord shall be entitled to pursue all rights and remedies available to landlords under the laws of the State of Nevada. Landlord, in addition to all other rights which it may have under this Lease, hereby expressly reserves all rights in connection with the Building or the Premises not expressly and specifically granted to Tenant under this Lease, and Tenant hereby waives all claims for damage, loss, expense, liability, eviction or abatement it has or may have against Landlord on account of Landlord's exercise of its reserved rights, including, without limitation, Landlord's right to alter the existing name, address, style or configuration of the Building or the Common Areas, signage, suite identifications, parking facilities, lobbies, entrances and exits, elevators and stairwells.

B. <u>Rent Payments</u>. Except for as detailed in Section 34(B)(1) below, no receipt of money by Landlord from Tenant at any time, nor any act or thing done by Landlord or its agent, shall be deemed a release of Tenant from any liability whatsoever to pay Rent or any other sums due hereunder, unless such release is in writing, signed by a duly authorized officer or agent of Landlord and refers expressly to this Section 34(B). Any payment by Tenant or receipt by Landlord of less than the entire amount due at such time shall be deemed to be on account of the earliest sum due. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction. In the case of such a partial payment or endorsement, Landlord may accept such payment, check or letter without prejudice to its rights to collect all remaining sums due and to pursue all of its remedies under this Lease.

- 1. Tenant, as a local governmental entity, is subject to the requirements of Nevada Revised Statutes ("NRS") 244.230 and 354.626, which require 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 this Subsection 34(B)(1), hereinafter collectively referred to as the "Fund Out Clause."
 - a. Notwithstanding the monetary obligations of this Lease, the total amount of Tenant's payment obligations hereunder for any fiscal year shall not exceed the amounts that Tenant has appropriated for rent, maintenance of space and related liabilities for Tenant. 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 the Tenant's using department or General Services staff shall take all appropriate actions to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.

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

35. <u>WAIVER</u>: To the extent permitted by law, Tenant hereby waives: (a) its right to a jury trial in any action or proceeding regarding a monetary default by Tenant and/or Landlord's right to possession of the Premises; and (b) in any action or proceeding by Landlord for monies owed by Tenant and/or possession of the Premises, Tenant's right to interpose any crossclaim or counterclaim (except a mandatory crossclaim or counterclaim if the same is provided for pursuant to Nevada law), however, Tenant shall not be prohibited from bringing a separate lawsuit against Landlord.

36. <u>CONSENTS AND APPROVALS</u>: If Tenant requests Landlord's consent or approval under this Lease, and if in connection with such request Landlord deems it necessary to seek the advice of its attorneys, architects and/or other experts, then Tenant shall pay the reasonable and actual fee of Landlord's attorneys, architects and/or other experts in connection with the consideration of such request and/or the preparation of any documents pertaining thereto. Whenever under this Lease Landlord's consent or approval is expressly or impliedly required, the same shall not be unreasonably withheld unless the right to grant or withhold such consent or approval in Landlord's sole discretion has been expressly reserved.

37. <u>RULES AND REGULATIONS</u>: Tenant shall abide by all rules and regulations, attached to this Lease as <u>EXHIBIT "C"</u> and expressly incorporated herein by this reference, as reasonably amended and supplemented from time to time by Landlord. Landlord shall not be liable to Tenant for violation of the same or any other act or omission by any other tenant.

A. Regarding Section 15 of the foregoing Rules and Regulations, use of microwave ovens is expressly permitted in the Premises.

B. Despite language to the contrary in the Rules and Regulations, the parties expressly contract that Landlord will notify Tenant of any changes to the Rules and Regulations thirty (30) calendar days before they take effect. Tenant reserves the right to request a waiver or alternative language to be applied to any rule or regulation changed or added by Landlord pursuant to the Rules and Regulations. In the event that Landlord and Tenant cannot come to an agreement concerning a waiver or alternative language relating to any Rules and Regulations, Tenant may terminate its Lease Agreement with 120 calendar days' written notice to Landlord, and Tenant's liability and payment obligations thereunder will be extinguished at the end of the 120 day waiting period.

38. <u>SUCCESSORS AND ASSIGNS</u>: This Lease shall be binding upon and inure to the benefit of the respective heirs, personal and legal representatives, successors and permitted assigns of the parties hereto.

39. <u>QUIET ENJOYMENT</u>: Upon Tenant paying the Rent and performing all of Tenant's covenants and obligations under this Lease as and when required pursuant to the terms of this Lease, Tenant may peacefully and quietly enjoy the Premises during the Lease Term as against all persons or entities lawfully claiming by, through or under Landlord, subject, however, to the provisions of this Lease, the covenants, conditions or restrictions affecting the Building or the land on which the Building is located, and to any mortgages or ground

or underlying leases of all or any portion of the land on which the Building is located and/or the Building, other matters to which this Lease is subordinate.

40. <u>ENTIRE AGREEMENT</u>: This Lease, together with the Lease Summary, exhibits attached to this Lease and guaranties (if any), all of which are fully incorporated into this Lease by this reference, contains the entire agreement between the parties hereto regarding the subject matters referenced herein and supersedes all prior oral and written agreements between them regarding such matters. This Lease may be modified only by an agreement in writing dated and signed by Landlord and Tenant after the date hereof.

41. <u>HAZARDOUS MATERIALS</u>:

Prohibition of Storage. Tenant shall, at its own expense, at all times and in all respects comply A. with all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders and administrative actions and orders (collectively, "Hazardous Materials Laws"), including, without limitation, any Hazardous Materials Laws relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, infectious waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under any such laws, ordinances or regulations (collectively, "Hazardous Materials"). Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals, relating to the presence of Hazardous Materials within, on, under or about the Premises and required for Tenant's use of any Hazardous Materials in or about the Premises, in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Landlord recognizes and agrees that Tenant may use Hazardous Materials in normal quantities that are applicable to general office use and that such use by Tenant shall not be deemed a violation of this Section so long as the levels are not in violation of any Hazardous Materials Laws. Upon termination or expiration of this Lease, Tenant shall, at its own expense, cause all Hazardous Materials placed in or about the Premises by Tenant or at Tenant's direction to be removed from the Premises and the Building's common areas and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. To the extent permitted by law, Tenant shall indemnify, protect, defend (by counsel reasonably acceptable to Landlord), and hold Landlord and Landlord's Agents free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, costs and expenses (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in or about the Premises of any Hazardous Materials, (ii) Tenant's failure to comply with any Hazardous Materials Laws, or (iii) any removal, remediation, clean up, restoration and materials required hereunder to return the Premises and any other property of whatever nature to the condition which existed prior to the presence of the Hazardous Materials.

B. <u>Disclosure Warning and Notice Obligations</u>. Tenant shall comply with all laws, ordinances and regulations regarding the disclosure of the presence or danger of Hazardous Materials. Tenant acknowledges and agrees that all reporting and warning obligations required under the Hazardous Materials Laws are the sole responsibility of Tenant, whether or not such Hazardous Materials Laws permit or require Landlord to provide such reporting or warnings, and Tenant shall be solely responsible for complying with the Hazardous Materials Laws regarding the disclosure of the presence or danger of Hazardous Materials. Tenant shall immediately notify Landlord, in writing, of any complaints, notices, warnings, reports or asserted violations of which Tenant becomes aware relating to Hazardous Materials on or about the Premises. Tenant shall also immediately notify Landlord if Tenant knows or has reason to believe that Hazardous Materials have or will be released on or about the Premises. Tenant shall permit access, if requested, to the Premises for the purpose of monitoring the use or disposal of Hazardous Materials.

C. <u>Environmental Tests and Audits</u>. Tenant shall not perform or cause to be performed any Hazardous Materials surveys, studies, reports or inspections relating to the Premises without obtaining Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. At any time prior to the expiration or termination of the Lease Term, Landlord shall have the right to enter upon the Premises in order to conduct appropriate tests and to deliver to Tenant the results of such tests to demonstrate that levels of any Hazardous Materials in excess of permissible levels has occurred as a result of Tenant's use of the Premises.

With regard to any environmental audits performed relating to the Premises or the Building, the following shall apply:

- 1. <u>Results Confidential</u>. The environmental site assessment shall be prepared for the sole and exclusive use of Tenant and Landlord (or Landlord's mortgagee, lenders or regulatory bodies), and Tenant shall not release such assessment, or any information contained therein, to any third party (including, without limitation, any governmental agency) except as required by law.
- 2. <u>Indemnification by Tenant</u>. To the extent permitted by law, Tenant shall indemnify, defend upon request, and hold Landlord harmless from and against all costs, damages, claims, liabilities, expenses, losses, court costs including appellate or bankruptcy courts), and attorney's fees suffered or claimed against Landlord, based in whole or in part upon the breach of this clause by Tenant.

D. <u>Survival of Obligations</u>. The respective rights and obligations of Landlord and Tenant under this Section 41 shall survive the Expiration Date or earlier termination of this Lease.

42. <u>BANKRUPTCY PROVISIONS</u>:

A. <u>Event of Bankruptcy</u>. If this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "<u>Bankruptcy Code</u>"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord and shall not constitute the property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

B. <u>Additional Remedies</u>. In addition to any other rights or remedies conferred upon Landlord under the terms of this Lease, the following remedies and provisions shall specifically apply in the event Tenant engages in any one or more of the acts contemplated by the provisions of Sections 23.A.3, 23.A.4, 23.A.5 or 23.A.6 of this Lease (singularly, a "<u>Bankruptcy Event</u>"):

- 1. In the event of an assumption of this Lease by a debtor or by a trustee, such debtor or trustee shall within fifteen (15) days after such assumption (i) cure any defaults under this Lease or provide adequate assurance that defaults will be promptly cured; (ii) compensate Landlord for actual losses or provide adequate assurance that compensation will be made for actual losses, including, without limitation, all attorneys' fees and costs incurred by Landlord resulting from any such proceedings; and (iii) provide adequate assurance of future performance.
- 2. The debtor or trustee may only assign this Lease if (i) the assignee assumes this Lease; (ii) the assignee provides adequate assurance (as hereafter defined) of future performance, whether or not there has been a default under this Lease; (iii) the debtor or trustee has received Landlord's prior written consent pursuant to the provisions of

Section 14 of this Lease; (iv) the financial condition of the assignee is equal to or greater than that of Tenant's financial condition on the date Tenant executed this Lease as evidenced by the assignee's last filed federal income tax return and last three years' audited financial statements; and (v) the assignee is in the same or similar business than that of Tenant. Any consideration paid by the assignee in excess of the rental reserved in this Lease shall be the sole property of, and promptly paid to, Landlord. The parties agree that the term "adequate assurance" shall include, without limitation, at least the following: (a) a proposed assignee must have, as demonstrated to Landlord's reasonable satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) in an amount sufficient to assure that the proposed assignee will have the resources to meet the financial responsibilities under this Lease, including, without limitation, the payment of all Rent; and (b) any assumption of this Lease by a proposed assignee shall not adversely affect Landlord's relationship with any of the tenants in the Building (or with any of the tenants in the Center), taking into consideration any and all other "use" clauses and/or "exclusivity" clauses which may then exist under their leases with Landlord.

43. <u>MISCELLANEOUS</u>:

A. <u>Severability: Governing Law.</u> If any term 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 or condition to persons or circumstance other than those as to which it is held invalid or unenforceable, is not to be affected thereby and each term and condition of this Lease is to be valid and enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Nevada and any action filed to enforce the terms of this Lease shall be brought in Clark County, Nevada.

B. <u>No Offer</u>. Submission of this Lease to Tenant does not constitute an offer by Landlord, and this Lease shall become effective only upon its execution and delivery by Landlord and Tenant.

C. <u>Entire Agreement</u>. Tenant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except those that are expressly stated in this Lease.

D. <u>Payment of Taxes</u>. Tenant shall pay, before delinquency, all taxes assessed during the Lease Term against (i) all personal property, trade fixtures, improvements and Alterations located in or upon the Premises, and (ii) any occupancy interest of Tenant in the Premises.

E. <u>Early Occupancy</u>. If Tenant, with Landlord's consent (which consent may be withheld in Landlord's sole discretion), occupies the Premises or any part thereof prior to the beginning of the Lease Term, then all provisions of this Lease shall be in full force and effect commencing upon such occupancy, and Rent, where applicable, for such period shall be paid by Tenant at the same rate herein specified.

- F. Brokers.
 - 1. <u>Landlord and Tenant Brokers.</u> Pursuant to a to a listing agreement between Landlord and Cushman & Wakefield, Landlord agrees to pay a Total Lease Commission equal to six and one-half percent (6.50%) of the total Monthly Base Rent received during months 1-60 of the Lease Term and three and one-quarter percent (3.25%) of the total Monthly Base Rent received during the remainder of the Lease Term (the "Total Lease Commission"). Of the Total Lease Commission Tenant's broker, Ryan Martin

of MDL Group ("Tenant Broker") will be paid four percent (4%) of the total Monthly Base Rent received during months 1-60 of the Lease Term and two percent (2%) of the remainder of the Lease Term. Said commission shall be due and payable 50% upon full lease execution and 50% upon occupancy by Tenant.

2. <u>Other Brokers.</u> Each party represents and warrants that it has not dealt with any other agent or broker in connection with this transaction. If either party's representation and warranty proves to be untrue, such party shall indemnify the other party to the extent permitted by law against all resulting liabilities, costs, expenses, claims, demands and causes of action, including reasonable attorneys' fees and costs through all appellate actions and proceedings. The foregoing shall survive the Expiration Date or earlier termination of the Lease Term.

G. <u>Recording</u>. Neither this Lease nor any memorandum hereof shall be recorded by Tenant in the Public Records of Clark County, Nevada.

H. <u>No Other Relationship</u>. Nothing contained in this Lease shall be deemed by the parties hereto or by any third party to create the relationship of principal and agent, partners, joint venturers or any other association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

I. <u>Interpretation; Construction</u>. The headings of articles, sections or paragraphs are for convenience only and shall not be relevant for purposes of interpretation of the provisions of this Lease. This Lease shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

J. <u>Easements</u>. This Lease does not create, nor shall Tenant have, any express or implied easement for or other rights to air, light or view over or about the Building or any part thereof. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building shall in no way affect this Lease nor impose any liability on Landlord.

K. <u>Landlord's Rights</u>. Landlord reserves the right to use, install, monitor, and repair pipes, ducts and conduits within the walls, columns, floors and ceilings of the Premises.

L. <u>Delegation</u>. Any acts to be performed by Landlord under or in connection with this Lease may be delegated by Landlord to its managing agent or other authorized person or firm.

M. <u>Joint and Several Liability</u>. If more than one person or entity is named herein as Tenant, their liability under this Lease shall be joint and several. In case Tenant is a partnership, it is agreed that each and every present and future general or managing partner in Tenant shall be and remain at all times jointly and severally liable hereunder and that neither the death, resignation or withdrawal of any partner, nor the subsequent modification or waiver of any of the terms and provisions of this Lease, shall release the liability of such partner under the terms of this Lease unless and until Landlord shall have consented (which consent may be withheld in Landlord's sole discretion) in writing to such release.

N. <u>Force Majeure</u>. Notwithstanding anything in this Lease to the contrary, if either Party cannot perform any of its respective obligations due to events beyond the Excused Party's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond the Excused Party's control include, without limitation, hurricanes, floods, war, civil commotion,

acts of terrorism, labor disputes, strikes, fire or other casualty, shortages of labor or material, government regulation or restriction, weather conditions, and global or local outbreaks of communicable diseases or pandemics, including their related closures of businesses or other services.

O. <u>Time</u>. Time is of the essence with regard to Landlord's and Tenant's obligations under this Lease.

P. <u>Confidentiality.</u> Tenant will maintain the confidentiality of this Lease and will not divulge the economic or other terms of this Lease, in writing, to any persons, or other than Tenant's officers, directors, partners or shareholders; Tenant's attorneys, accountants and other professional consultants (all of which Tenant parties shall be bound by this confidentiality obligation); any governmental agencies; and pursuant to subpoena or other legal process. Notwithstanding the foregoing, Parties acknowledge Tenant is a public entity and for this Lease to become effective, it must be approved by Tenant's Southern Nevada District Board of Health at a publicly noticed meeting, as an agenda item. Additionally, Tenant is subject to Nevada's Public Records Act pursuant to NRS Chapter 239. Accordingly, documents, including this Agreement, may be open to public inspection and copying, provided however, that Landlord shall have the right to timely object or dispute the production of any such documents, agreements or other material in the appropriate court, and in the event of such objection Tenant shall not produce any such documents, agreements or other materials until a determination is made by a court of competent jurisdiction.

Q. <u>Attorneys' Fees</u>. In the event suit is brought or an attorney is retained by any party to this Lease to seek interpretation or construction of any term or provision of this Lease, to enforce the terms of this Lease, to collect any money due, or to obtain any money damages or equitable relief for breach, the prevailing party shall be entitled to request, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses as determined by the court and not a jury.

R. <u>Intended Agreement</u>. This Lease is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This Lease shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Lease or any exhibits hereto.

S. <u>Further Instruments and Documents</u>. Each party to this Lease shall, promptly upon the request of the other party, acknowledge and deliver to the other party any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Lease.

T. <u>Statement of Eligibility</u>. Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the day and year first above written.

TENANT:

SOUTHERN NEVADA HEALTH DISTRICT a political subdivision of the State of Nevada

By:__

Fermin Leguen, MD, MPH Its: District Health Officer

LANDLORD:

By: ______ Name: ______ Its: _____

EXHIBIT "A"

FLOOR PLAN



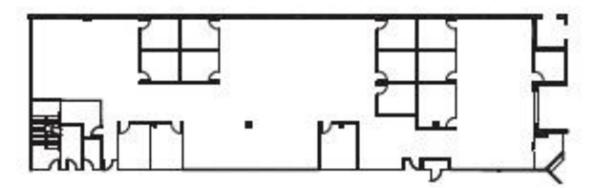


EXHIBIT "B"

BUILDING



EXHIBIT "C"

BUILDING RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in Las Vegas, Nevada. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. All major moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours established by Landlord from time to time, in such specific elevator and by such personnel as shall be reasonably designated by Landlord.

6. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. Tenant shall not disturb, solicit, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same.

8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have caused same.

9. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof, except to the extent permitted pursuant to its lease.

10. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

11. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material, except to the extent permitted pursuant to its lease. Tenant shall provide material safety data sheets for any Hazardous Material used or kept on the Premises.

12. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

13. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. Tenant shall not throw anything out of doors, windows or skylights or down passageways.

14. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals, birds, fish, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.

15. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes.

16. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises provided for in the Summary. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenant shall not engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises.

17. Landlord reserves the right to exclude or expel from the Project any person who, in the reasonable judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

18. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.

19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall participate in recycling programs undertaken by Landlord.

20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Las Vegas, Nevada without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate. Tenant shall make alternate arrangements, at Tenant's cost, for the disposal of high volumes of trash in excess of the amount determined by Landlord to be an office tenant's typical volume of trash (i.e., excessive moving boxes or shipping materials). If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

22. Any persons employed by Tenant to do janitorial work shall be subject to the prior written approval of Landlord, and while in the Building and outside of the Premises, shall be subject to and under the control and direction of the Building manager (but not as an agent or servant of such manager or of Landlord), and Tenant shall be responsible for all acts of such persons.

23. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard drapes, or as otherwise permitted by Landlord (in its sole and absolute discretion). All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance in writing by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without the prior written consent of Landlord. Tenant shall be responsible for any damage to the window film on the exterior windows of the Premises and shall promptly repair any such damage at Tenant's sole cost and expense. Tenant shall keep its window coverings closed during any period of the day when the sun is shining directly on the windows of the Premises. Prior to leaving the Premises for the day, Tenant shall draw or lower window coverings and extinguish all lights. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Common Areas.

24. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

25. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

26. Tenant must comply with all applicable "NO-SMOKING" or similar ordinances. If Tenant is required under the ordinance to adopt a written smoking policy, a copy of said policy shall be on file in the office of the Building.

27. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Project. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.

28. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise and annoyance.

29. Tenant shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.

30. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.

31. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.

32. Tenant shall not purchase spring water, towels, janitorial or maintenance or other similar services from any company or persons not approved by Landlord. Landlord shall approve a sufficient number of sources of such services to provide Tenant with a reasonable selection, but only in such instances and to such extent as Landlord in its judgment shall consider consistent with the security and proper operation of the Building.

33. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate, visibly marked and properly operational fire extinguisher next to any duplicating or photocopying machines or similar heat producing equipment, which may or may not contain combustible material, in the Premises.

34. Tenant shall not permit any portion of the Project, including the Parking Facilities, to be used for the washing, detailing or other cleaning of automobiles.

35. All low voltage and data cable installed in the Premises must be plenum rated.

36. "Smoking," as used herein, shall be deemed to include the use of e-cigarettes, smokeless cigarettes and other similar products. All rules and regulations set forth in this <u>Exhibit D</u> applicable to smoking also apply to the use of e-cigarettes, smokeless cigarettes and other similar products.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT "D"

TENANT IMRPOVEMENTS

Space Plan to include:

- 10'x15' IT Room, 1.5-2 split AC Unit
- Install sink and cabinets in Break Room

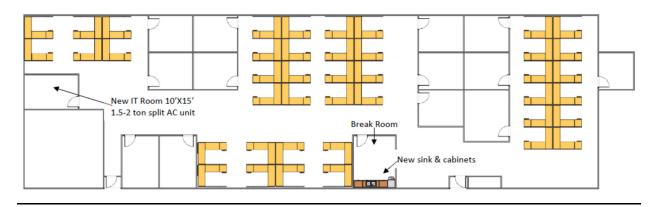


EXHIBIT "E"

FURNITURE INVENTORY

				SUI 7,66	VEBAÇK TE 240 4 U.S.F. 0 R.S.F.	0 0 0 0	8 8 •		
Office 1		Office 5		Office 8		Office 11	N	Office 1	
•	2 round tables	•	3 desk chairs		3 des kichairs	•	1 desk chair	•	1 desk chair
•	2 desk chairs	2. • 3	1 chair	2. • •	1 standing desk	•	2 chairs	•	2 chairs
•	2 trash cans	•	1 trash can	•	1 Lshape desk with 5	•	1 standing desk	•	1 standing desk
•	Whiteboard on wall	•	1 standing desk		drawers	•	1 Lshape desk with 5	•	1 Lshape desk with 5
Office 2		•	1 Lshape desk with	•	1 trash can		drawers		drawers
•	1 standard desk		five drawers	•	1 two drawershelf		1 trash can		1 trash can
٠	1 standing desk		1 two drawershelf		1 2-monitor mount	•	1 two drawershelf		1 two drawershelf
•	2 desk chairs	•	1 2-monitor mount	• Office 9	1 whiteboard	:	1 2-monitor mount	Storage	1 2-monitor mount
•	1 two drawer filing cabinet	•	1 whiteboard	UTTICE 9	2 des kichairs	• Office 12	1 whiteboard	sturage •	2 whiteboards
•	1 bookshelf	• Office 6	1 eas el	70.00		•	1 desk chair		2 work benches
•	1 trash can	0πice6 •	1 desk chair		1 standing desk 1 L shape desk with five	•	2 chairs	•	2 folding table
• Office 3	1 2-monitor mount		2 chairs	100 - 02	drawers		1 standing desk		2 trash cans
Oπice 3	1 round table		5757 SS 8657		1 trash can		1 Lshape desk with five		1 fives helf storage rack
	1 plastic table		1 standing desk 1 Lshape desk with 5		1 two drawershelf	5.5	drawers	42 Cubi	
<u> </u>	1 trash can	0.00	drawers	•	1 2-monitor mount		1 trash can	•	1 Lshapestanding desk
	2 desk chairs		2 trash cans	•	1 two drawer file cabinet	•	1 two drawershelf	•	1 two drawer file cabinet
	2 chairs	•	1 two drawershelf	•	1 whiteboard	•	1 whiteboard	•	1 large two drawer file
	Whiteboard on wall	•	1 2-monitor mount	Office 10)	Office 13			cabinet
	4 shelf storage rack		1 whiteboard	•	1 des k chair	•	1 desk chair	•	1 2-monitor mount
Office 4	in the stange lack	Office 7			2 chairs	•	1 standing desk	•	1 desk chair
•	2 chairs	•	1 desk chair	•	1 standing desk	•	1 Lshaped desk with five		1 trash can
•	3 desk chairs		1 standing desk	•	1 Lshape desk with 5		drawers	Misc	
	1 trash can		1 Lshape desk with 5		drawers	•	1 trash can	•	Various cubide pieces
•	1 standing desk		drawers	•	1 trash can	•	1 two drawershelf	•	2 pink chairs
٠	1 Lshape desk with five	•	1 trash can	•	1 two drawershelf	•	1 2-monitor mount	•	2 chairs
	drawers	•	1 two drawershelf	•	1 2-monitor mount	•	1 whiteboard	•	1 desk chair
:	1 two drawershelf 1 2-monitor mount	•	1 2-monitor mount 1 whiteboard	•	1 whiteboard			•	1 two drawer wide file cabinet
-	1 2-manitar mount		2						1 desk