



APPLICATION FORM FOR PERMIT/PERMIT MODIFICATIONS TO OPERATE A SOLID WASTE MANAGEMENT FACILITY

For SNHD Use Only

CONTROL/PERMIT NUMBER: _____

☒ New Permit
☐ Waiver/Variance

☐ Revision - Major Modification
☐ Revision - Minor Modification

1. Type of Solid Waste Management Facility

- | | | |
|--|---|---|
| ☐ Class I Disposal Site
☐ Compost Plant
☒ Recycling Center
☐ Waste Grease Facility | ☐ Class II Disposal Site
☐ Materials Recovery Facility
☐ Solid Waste Storage Bin Facility
☐ Waste Tire Management Facility | ☐ Class III Disposal Site
☐ Medical Waste Management Facility
☐ Transfer Station
☐ Waste to Energy/Fuel Facility |
|--|---|---|

2. Name of Facility Phoenix Group Metals, LLC

Fictitious Firm Name (dba) Phoenix Group Metals, LLC

Facility Address	<i>Street Address</i> 413 Max Court	<i>City, State, Zip</i> Henderson, Nevada, 89011
	<i>Telephone Number</i> 602-258-6500	<i>Emergency Telephone Number</i> [REDACTED]
	<i>Jurisdiction</i> City of Henderson	<i>Zoning Classification (e.g. M-1, M-2, etc)</i> IL- Light Industrial
	<i>Parcel Number (s)</i> 178-01-413-003	

Mailing Address	<i>Street Address/PO Box</i> 3103 W Lincoln St	<i>City, State, Zip</i> Phoenix, Arizona, 85009
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Contact Information	<i>Name</i> Jacob Tharp	<i>Email Address</i> [REDACTED]
	<i>Phone Number</i> [REDACTED]	

3. Name of Facility/ Business Owner (Legal) ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial
Phoenix Group Metals, LLC

Mailing Address	<i>Street Address</i> 3103 W Lincoln St	<i>City, State, Zip</i> Phoenix, Arizona, 85009
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Telephone Number(s)	<i>Telephone Number</i> 602-258-6500	<i>Fax Number</i> N/A
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4. Name of Facility/ Business Operator ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial
Phoenix Group Metals, LLC

Address	<i>Street Address</i> 3103 W Lincoln St	<i>City, State, Zip</i> Phoenix, Arizona, 85009
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Telephone Number(s)	<i>Telephone Number</i> 602-258-6500	<i>Fax Number</i> N/A
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5. Facility Design Parameters	<i>Inside Area (Sq. Ft):</i> 1695 <i>Total Area (Sq. Ft):</i> 1695	<i>Storage Capacity (cubic yards)</i> 118 Cubic Yards	<i>Processing Capacity (i.e. cubic yds/day; tons/day)</i> 0.25 tons/day
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REASON FOR APPLICATION SUBMITTAL: New application

6. Solid Waste Types Proposed for Acceptance Complete and attach the SOLID WASTE TYPES PROPOSED FOR ACCEPTANCE form			
7. Facility Operations	<i>Hours of Operations</i> 8am-4pm		<i>Days of Operation</i> M,T,W,T,F
Open to the Public (If no, type N/A)	<i>Hours of Operations</i> N/A		<i>Days of Operation</i> N/A
8. Name of Property Owner	ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial LV Boyd Properties , LLC		
Telephone Number(s)	[REDACTED]		
Address	<i>Street Address</i> 5960 South Jones Boulevard		<i>City, State, Zip</i> Las Vegas, NV 89118
9. Professional Engineer or Consultant	<i>Last Name</i> Balova	<i>First Name</i> Petya	<i>Middle Initial</i>
License Number/Engineer Discipline (if applicable)	16480 Civil		
Firm Name	Balova Engineering		
Telephone Number(s)	702-682-1706	<i>Cell Phone Number</i> 702-682-1706	
Address	<i>Street Address</i> 7495 W. Azure Drive Suite 140		<i>City, State, Zip</i> Las Vegas, NV 89130
Email Address	[REDACTED]		

This application form and supporting documents, as required by the current version of the Application Guide for this facility type, are hereby submitted to SNHD to apply for a permit to operate or modify a solid waste management facility. We understand that receipt of this application does not constitute an approval to operate or modify the facility. We understand that this application must be approved by SNHD and a permit issued before the operation or modification of the facility. We certify that the Report of Design supports the Report of Operating Plan. We certify that, to the best of our knowledge, the information provided on this application and submitted with this application in the supporting documents is complete and accurate and complies with the requirements specified in the current version of the Application Guide for this facility type and the Solid Waste Management Authority Regulations for this type of Solid Waste Management Facility.

10. Certifications

 Digitally signed by Petya Balova, P.E. Date: 2026.05.27 17:26:28 -07'00' PE stamp, expiration date, signature and signature date	Signature of Applicant Agent (facility owner or operator)	[REDACTED]
	Printed name of Applicant Agent (facility owner or operator)	Jay Robie
	Title of Applicant Agent (facility owner or operator)	Managing Partner
	Telephone Number	602-258-6500
	Date of Signing	5/26/2026

SOLID WASTE TYPES PROPOSED FOR ACCEPTANCE

Solid Waste Categories and Types

(Check all that apply)

☐ Paper (All Types)

☐ Cardboard

☐ Plastic (All Types)

☐ Glass (All Types)

☐ Textiles

Metals

☐ Ferrous Scrap Metals

☐ Non-Ferrous Scrap Metals

☒ Other (Specify) Catalytic Converters

Organic Material

☐ Green Waste

☐ Food Waste

☐ BioSolids

☐ Restaurant Grease

☐ Rendered Animal Matter

☐ Manure

☐ Other (Specify) _____

Construction & Demolition Debris (C&D)

☐ Asphalt

☐ Concrete

☐ Carpet

☐ Carpet Padding

☐ Drywall

☐ Wood

☐ Other (Specify) _____

Special Waste

☐ Waste Tires

☐ Paint

☐ Fluorescent Lamps

☐ Household Hazardous Waste

☐ Other (Specify) _____

Universal Wastes

☐ Lead-Acid Batteries (automotive)

☐ Mercury Devices & Waste

☐ Lithium Batteries

☐ Fluorescent Lamps/Bulbs

☐ Other (Specify) _____

E-Wastes

☐ Batteries (alkaline & rechargeable)

☐ Computers

☐ Cell Phones

☐ CRTs

☐ Televisions (Plasma, LED, LCD)

☐ Other (Specify) _____

Other (Specify)

☒ Oxygen Sensors

☒ Aluminum Rims

☒ Intact Exhaust Sections

☐ _____

☐ _____

☐ _____

☐ _____

RE: City of Henderson case number [REDACTED]

2 messages

Heather Dayton [REDACTED]
[REDACTED]

Mon, Jun 8, 2026 at 3 45 PM

Good afternoon Petya,

A Recycling Facility – Collection Facility, is permitted in the IL zoning district subject to the following standards pursuant to Section [19.9.7.M.1](#):

1. Collection Facility.
 - a. Definition. A collection site for the acceptance or purchase of recyclable material from the public.
 - b. Standards.
 - i. Power-driven processing equipment and collection vehicles are prohibited.
 - ii. The facility shall be a maximum of 3,000 square feet in size unless waived or reduced through CUP approval.
 - iii. Storage of recyclable materials, bins, boxes, and/or containers shall be within an enclosed building.
 - iv. Recycling collection facility hours of operation shall be limited from 8:00 a.m. to 10:00 p.m., or as established through CUP approval.

Approval is further limited to the purchasing and collecting of catalytic converters from businesses only. The catalytic converters are processed at an out of state facility. The business does not accept catalytic converters from the general public.

Take care.

Reply to this email or use this link to add notes to the case:

[REDACTED]

Heather Dayton, Planner II
City of Henderson
[240 S. Water Street](#)
P.O. Box 95050, MSC 115
Henderson, NV 89009-5050

[REDACTED]

Original Request

We need to confirm that an indoor recycling center is allowed use at
The Facility will mainly accept catalytic converters. The material will be sorted and shipped to another facility for processing.

A business license has been issued to Phoenix Group Metals, LLC

The confirmation is a standard request from the Southern Nevada Health District (SNHD) that must be completed before an operational permit is issued.

Lease Completion Checklist

Property: 413 Max Court, Henderson, NV

Tenant: Phoenix Group Metals, LLC, an Arizona limited liability company

Date: July 7, 2025

Enclosed are 2 copies of the above referenced Lease Agreement and a copy of the accompanying Agency Disclosures. Please initial each page of the Lease and execute the Lease and Duties Owed form where indicated and return all copies with the items listed below: NOTE: Items below reflect both the Office lease and the Yard lease, if applicable. The yard lease will be a separate lease document.

- **Rent Due on Lease Execution August 1, 2025 to August 31, 2025**
413 Max Ct, +/- 1695SF

Rent

- **CAM Due on Lease Execution July 15th to August 31, 2025**

CAM

- **YARD First Months Rent N/A** (See
Yard Lease)

- **Security Deposit- Office** in the amount of

- **Security Deposit - Yard N/A** (See
Yard Lease)

Total Due on office and yard lease execution:

- **Certificate of Insurance - Office:** naming LV Boyd Properties, LLC and MDL Group as additional insureds, as specified in Section 4.04 of the Office Lease Agreement:
- **Certificate of Insurance - Yard:** naming LV Boyd Properties, LLC, MDL Group, and Max Ct LLC as additional insured(s).

Landlord – LV Boyd Properties, LLC
Management Company - MDL Group

- **Copy of the Corporate/LLC Resolution** designating signatory to execute on behalf of the business entity

It is expressly understood that the Lease Agreement is not binding until completely executed by the Landlord and will not be executed without all of the specified documents, deposits and coverages listed above. Upon acceptance and execution of the lease agreement by the Landlord a completed original copy will be returned for your files.

MAX COURT OFFICE/WAREHOUSE LEASE - BASIC LEASE INFORMATION

Date of Lease: July 7, 2025
(Section 1.01 Et Al.)

Landlord: LV Boyd Properties LLC, a Nevada limited liability company
(Section 1.02 Et Al.)

Landlord's Address for Notices: LV Boyd Properties LLC
(Section 1.02 Et Al.) c/o MDL Group
5960 South Jones Boulevard
Las Vegas, NV 89118

Tenant: Phoenix Group Metals, LLC, an Arizona limited liability company
(Section 1.03 Et Al.)

Tenant's Address for Notices: 3101 W Lincoln St
Phoenix, AZ 85009

(Section 1.03 Et Al.)

Name and Location of Building: Max Court Business Center
413 Max Court, Henderson NV 89011

(Section 1.04 Et Al.)

Approximate Leasable Area: +/- 1,695 Square Feet

Term and Rent Commencement: 37 months commencing August 1, 2025 and expiring
August 31, 2028

(Section 1.05 Et Al.)

Tenant's Use: General office use for storage and distribution of Auto Parts including,
but not limited to, harness wire, catalytic converters, oxygen sensors,
aluminum Wheels.

Tenant's Guarantor: N/A (Section 1.07 & EXHIBIT "A" Et Al.)

Brokers - Landlord: Lisa Hauger of SVN/The Equity Group for Landlord

Brokers - Tenant: Angela Fontes, Adapt Commercial Real Estate

Security Deposit: [REDACTED]

If Tenant pays the rent on time for the first 12 months of the lease and has not defaulted on any other lease terms, [REDACTED] will be deducted from the Security Deposit and will be applied to the 13th month rent/CAM payment. If Tenant pays the next 12 months of rent on time, and has not defaulted on any other lease terms [REDACTED] will be deducted from the Security Deposit will be applied to the 26th month rent/CAM payment. The remaining Security Deposit balance of [REDACTED] shall remain on deposit until lease termination when it will be disbursed as outlined in the lease agreement.

Base Rent: Section 3.02

From August 1, 2025 to July 31, 2026 the base rent shall be [REDACTED]

From August 1, 2026 to July 31, 2027 the base rent shall be [REDACTED]

From August 1, 2027 to July 31, 2028 the base rent shall be [REDACTED]

From August 1, 2028 to August 31, 2028 the base rent shall be [REDACTED]

Free Rent: September 1 - September 30, 2025 shall be rent free. CAM fees are due and payable.

NNN's Fees: NNN fees are currently estimated at [REDACTED] per month. (Sections 4.02-4.05, 4.08)

Annual Rent Increases: 3% (see above)
(Section 1.12a and / or 3.02 Et Al.)

Early Possession Date: Upon full lease execution, receipt of Initial Monies Due, Insurance Certificate and space turnover by MDL Group. No rent is due during this period.

(EXHIBIT "B" Et Al)

Option(s) to Extend: Tenant shall have one, 3 year option to renew this lease at then current market rent plus NNN fees. Tenant must exercise this option, in writing, not less than 120 days prior to the lease expiration.

(Exhibit "C" Et Al) BROKER TO FILL IN EXHIBIT "C"
Tenant's % Share of Expenses: 1695SF Suite = 4.31% based on 39,313 total SF

[Section 1.12b Et Al.] Expenses are listed both as NNN's and CAM's and the terms are interchangeable.

Tenant's % Share of Reserves: N/A
[Sections 3.04 & 4.05D.]

See Section 16 for Additional Provisions:

Wherever term(s) are required throughout this agreement, they shall be inserted and equivalent to the appropriate item(s) per the "Basic Lease Information" pages.

This Basic Lease Information page is an integral part of the Lease referred to herein and contains important terms which may not appear elsewhere in the Lease. This Basic Lease Information page is made a part of the Lease by the operation of Section 15 of the Lease.

OFFICE/INDUSTRIAL REAL ESTATE LEASE

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms. Section 1.01. **Date of Lease:** See "BASIC LEASE INFORMATION"

Section 1.02. **Landlord:** **LV Boyd Properties LLC**

Address of Landlord: **c/o MDL Group**
5960 South Jones Boulevard Las
Vegas, NV 89118

Section 1.03. **Tenant:** See "BASIC LEASE INFORMATION"

Address of Tenant: See BASIC LEASE INFORMATION"

Section 1.04. **Property:** The property is part of Landlord's multi-tenant real property known as **401-433 Max Court (the "Project")**, specifically **413 Max Court (the "Property")**. The Project includes the land, buildings and all other improvements located on the land, and the common areas described in Paragraph 4.05(a).

Section 1.05. **Lease Term:** See "BASIC LEASE INFORMATION"

Section 1.06. **Permitted Uses:** (Article Five) See "BASIC LEASE INFORMATION"

Section 1.07. **Tenant's Guarantor:** See "BASIC LEASE INFORMATION"

Section 1.08. **Brokers:** (Article Fourteen) See "BASIC LEASE INFORMATION"

Section 1.09. **Commission Payable to Landlord's Broker:** (Article 14) **per separate**

Section 1.10. **Initial Security Deposit:** (Section 3.03) See "BASIC LEASE INFORMATION"

Section 1.11. **Vehicle Parking For Tenant:** (Section 4.05) Landlord to provide un-assigned parking in the common parking area. Tenant shall not have any reserved parking spaces.

Section 1.12. **Rent and Other Charges Payable by Tenant:**

(a) **BASE RENT:** See "BASIC LEASE INFORMATION"

(b) **OTHER PERIODIC PAYMENTS:** (i) Real Property Taxes (Section 4.02); (ii) Utilities (Section 4.03); (iii) Insurance Premiums (Section 4.04); (iv) Tenant's Estimated Pro Rata Share of Common Area Expenses (Section 4.05); (v) Impounds for Insurance Premium and Property Taxes (Section 4.08); (vi) Maintenance, Repairs and Alterations (Article 6). See "BASIC LEASE INFORMATION"

Section 1.14. **EXHIBITS/Riders:** The following Riders are attached to and made a part of this Lease: (If none, so state)

Addendum

EXHIBITS:

- "A" Guaranty of Lease**
- "B" Early Possession Agreement**
- "C" Option to Extend Term Lease Rider**
- "D" Hazardous Waste Addendum**
- "E" Americans with Disabilities Act**
- "F" Private Property**

ARTICLE TWO: LEASE TERM

Section 2.01. **Lease of Property for Lease Term.** Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease Term is for the period stated in Section 1.05 above and shall begin and end on the dates specified in Section 1.05 above, unless the beginning or end of the Lease Term is changed under any provision of this Lease. The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

Section 2.02. **Delay in Commencement.** Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property to Tenant on the Commencement Date. Landlord's nondelivery of the Property to Tenant on that date shall not affect this Lease or the obligations of Tenant under this Lease except that the Commencement Date shall be delayed until Landlord delivers possession of the Property to Tenant and the Lease Term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month. If Landlord does not deliver possession of the Property to Tenant within ten (10) days after the Commencement Date, Tenant may elect to cancel this Lease by giving written notice to Landlord within five (5) days after the ten (10) day period ends. If Tenant gives such notice, the Lease shall be canceled and neither Landlord nor Tenant shall have any further obligations to the other. If Tenant does not give such notice, Tenant's right to cancel the Lease shall expire and the Lease Term shall commence upon the delivery of possession of the Property to Tenant. If delivery of possession of the Property to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease. Failure to execute such amendment shall not affect the actual Commencement Date and expiration date of the Lease.

Section 2.03. **Early Occupancy.** If Tenant occupies the Property prior to the Commencement Date, Tenant's occupancy of the Property shall be subject to all of the provisions of this Lease. Early occupancy of the Property shall not advance the expiration date of this Lease. ~~Tenant shall pay Base Rent and all other charges specified in this Lease for the early occupancy period.~~

Section 2.04. **Holding Over.** Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the Base Rent then in effect shall be increased by Fifteen percent (15%).

ARTICLE THREE: BASE RENT

Section 3.01. **Time and Manner of Payment.** Upon execution of this Lease, Tenant shall pay Landlord the Base Rent in the amount stated in Paragraph 1.12(a) above for the first month of the

Lease Term. On the first day of the second month of the Lease Term and each month thereafter, Tenant shall pay Landlord the Base Rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

Section 3.02. Base Rent Increases. The Base Rent shall be increased on each date (the "Rental Adjustment Date") stated in Paragraph 1.12(a) above.

(a) ~~The Base Rent (the "Comparison Base Rent") in effect immediately before each Rental Adjustment Date shall be increased by the percentage that the Index has increased from the date (the "Comparison Date") on which payment of the Comparison Base Rent began through the month in which the applicable Rental Adjustment Date occurs. The Base Rent shall not be reduced by reason of such computation. Landlord shall notify Tenant of each increase by a written statement which shall include the Index for the applicable Comparison Date, the Index for the applicable Rental Adjustment Date, the percentage increase between those two Indices, and the new Base Rent. Any increase in the Base Rent provided for in this Section 3.02 shall be subject to any minimum or maximum increase, if provided for in Paragraph 1.12(a).~~

(b) Tenant shall pay the new Base Rent from the applicable Rental Adjustment Date until the next Rental Adjustment Date. Landlord's notice may be given after the applicable Rental Adjustment Date of the increase, and Tenant shall pay Landlord the accrued rental adjustment for the months elapsed between the effective date of the increase and Landlord's notice of such increase written ten (10) days after Landlord's notice. If the format or components of the Index are materially changed after the Commencement Date, Landlord shall substitute an index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the Index in effect on the Commencement Date. The substitute index shall be used to calculate the increase in the Base Rent unless Tenant objects to such index in writing within fifteen (15) days after receipt of Landlord's notice. If Tenant objects, Landlord and Tenant shall submit the selection of the substitute index for binding arbitration in accordance with the rules and regulations of the American Arbitration Association at its office closest to the Property. The costs of arbitration shall be borne equally by Landlord and Tenant.

Section 3.03. Security Deposits; Increases.

(a) Upon the execution of this Lease, Tenant shall deposit with Landlord a cash Security Deposit in the amount set forth in Section 1.10 above. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.

Section 3.04. Termination; Advance Payments. Upon termination of this Lease under Article Seven (Damage or Destruction), Article Eight (Condemnation) or any other termination not resulting from Tenant's default, and after Tenant has vacated the Property in the manner required by this Lease, Landlord shall refund to Tenant (or Tenant's successor) the unused portion of the Security Deposit, any advance rent or other advance payments made by Tenant to Landlord, and any amounts paid for real property taxes and other reserves which apply to any time periods after termination of the Lease within 30 days of Termination.

ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT

Section 4.01. **Additional Rent.** All charges payable by Tenant other than Base Rent are called "Additional Rent". Unless this Lease provides otherwise, Tenant shall pay all Additional Rent due with the next monthly installment of Base Rent. The term "rent" shall mean Base Rent and Additional Rent.

NOTE: As long as CAM/Additional Rent payments are paid timely, the Insurance, Property **Tax, and Utility charges will be included in the monthly CAM fees and will not be separately billed to the Tenant, as outlined below.**

Section 4.02. **Property Taxes.**

(a) **Real Property Taxes.** Tenant shall pay all real property taxes on the Property (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed on the Property by or for the benefit of Tenant) during the Lease Term. Subject to Paragraph 4.02(c) and Section 4.08 below, such payment shall be made at least ten (10) days prior to the delinquency date of the taxes. Within such ten (10) day period, Tenant shall furnish Landlord with satisfactory evidence that the real property taxes have been paid. Landlord shall promptly reimburse Tenant for any real property taxes paid by Tenant covering any period of time prior to or after the Lease Term. If Tenant fails to pay the real property taxes when due, Landlord may pay the taxes and Tenant shall reimburse Landlord for the amount of such tax payment as Additional Rent.

(b) **Definition of "Real Property Tax".** "Real property tax" means: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property; (ii) any tax on the Landlord's right to receive, or the receipt of, rent or income from the Property or against Landlord's business of leasing the Property; (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency; (iv) any tax imposed upon this transaction or based upon a re-assessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. "Real property tax" does not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(c) **Joint Assessment.** If the Property is not separately assessed, Landlord shall reasonably determine Tenant's share of the real property tax payable by Tenant under Paragraph 4.02 (a) from the assessor's worksheets or other reasonably available information. Tenant shall pay such share to Landlord with fifteen (15) days after receipt of Landlord's written statement.

(d) **Personal Property Taxes.**

(i) Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall try to have personal property taxed separately from the Property.

(ii) If any of Tenant's personal property is taxed with the Property, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

Section 4.03. **Utilities.** Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property. However, if any services or utilities are jointly metered with other

property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

Section 4.04. Insurance Policies.

(a) **Liability Insurance.** During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property. Tenant shall name Landlord as an additional insured under such policy. The initial amount of such insurance shall be [REDACTED] per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. The liability insurance obtained by Tenant under this Paragraph 4.04(a) shall (i) be primary and non-contributing; (ii) contain cross-liability endorsements; and (iii) insure Landlord against Tenant's performance under Section 5.05, if the matters giving rise to the indemnity under Section 5.05 result from the negligence of Tenant. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Property. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

(b) **Property and Rental Income Insurance.** During the Lease Term, Landlord shall maintain policies of insurance covering loss of or damage to the Property in the full amount of its replacement value. Such policy shall contain an Inflation Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Landlord deems reasonably necessary. Landlord shall have the right to obtain flood and earthquake insurance if required by any lender holding a security interest in the Property. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant on the Property. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. Tenant shall be liable for the payment of any deductible amount under Landlord's or Tenant's insurance policies maintained pursuant to this Section 4.04, in an amount not to exceed [REDACTED]. Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

(c) **Payment of Premiums.** Subject to Section 4.08, Tenant shall pay all premiums for the insurance policies described in Paragraphs 4.04 (a) and (b) (whether obtained by Landlord or Tenant) within fifteen (15) days after Tenant's receipt of a copy of the premium statement or other evidence of the amount due, except Landlord shall pay all premiums for non-primary comprehensive public liability insurance which Landlord elects to obtain as provided in Paragraph 4.04 (a). For insurance policies maintained by Landlord which cover improvements on the entire Project, Tenant shall pay Tenant's prorated share of the premiums, in accordance with the formula in Paragraph 4.05(e) for determining Tenant's share of Common Area costs. If insurance policies maintained by Landlord cover improvements on real property other than the Project, Landlord shall deliver to Tenant a statement of the premium applicable to the Property showing in reasonable detail how Tenant's share of the premium was computed. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant shall be liable for Tenant's prorated share of the insurance premiums. Before the Commencement Date, Tenant shall deliver to Landlord a copy of any policy of insurance which Tenant is required to maintain under this Section 4.04. At least thirty

(30) days prior to the expiration of any such policy, Tenant shall deliver to Landlord a renewal of such policy. As an alternative to providing a policy of insurance, Tenant shall have the right to provide Landlord a certificate of insurance, executed by an authorized officer of the insurance company, showing that the insurance which Tenant is required to maintain under this Section 4.04 is in full force and effect and containing such other information which Landlord reasonably requires.

(d) **General Insurance Provisions.**

(i) Any insurance Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is canceled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicates the cost of such insurance.

(iii) Tenant shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in this Section 4.04 may not be available in the future. Tenant acknowledges that the insurance described in this Section 4.04 is for the primary benefit of Landlord. If at any time during the Lease Term, Tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such additional property or liability insurance which Tenant deems necessary to protect Landlord and Tenant.

(iv) Unless prohibited under any applicable insurance policies maintained, Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for the loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of this mutual waiver or subrogation.

Section 4.05. Common Areas; Use, Maintenance and Costs.

(a) **Common Areas.** As used in this Lease, "Common Areas" shall mean all areas within the Project which are available for the common use of tenants of the Project and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Landlord, from time to time, may change the size, location, nature and use of any of the Common Areas, convert Common Areas into leasable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land and/or facilities. Tenant acknowledges that such activities may result in inconvenience to Tenant. Such activities and changes are permitted if they do not materially affect Tenant's use of the Property.

(b) **Use of Common Areas.** Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause others who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's judgement, are desirable to improve the Project. Tenant shall not interfere with the rights of Landlord, other tenants or any other person entitled to use the Common Areas.

(c) **Specific Provision re: Vehicle Parking.** Tenant shall be entitled to use the number of vehicle parking spaces in the Project allocated to Tenant in Section 1.11 of the Lease without paying any additional rent. Tenant's parking shall not be reserved and shall be limited to vehicles no larger than standard size automobiles or pickup utility vehicles. Tenant shall not cause large trucks or other large vehicles to be parked within the Project or on the adjacent public streets. Temporary parking of large delivery vehicles in the Project may be permitted by the rules and regulations established by Landlord. Vehicles shall be parked only in striped parking spaces and not in driveways, loading areas or other locations not specifically designated for parking. Handicapped spaces shall only be used by those legally permitted to use them. If Tenant parks more vehicles in the parking area than the number set forth in Section 1.11 of this Lease, such conduct shall be a material breach of this Lease. In addition to Landlord's other remedies under the Lease, Tenant shall pay a daily charge determined by Landlord for each additional vehicle.

(d) **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair and shall operate the Project, in Landlord's sole discretion, as a first-class industrial/commercial real property development. Tenant shall pay Tenant's pro rata share (as determined below) of all costs incurred by Landlord for the operation and maintenance of the Common Areas. Common Area costs include, but are not limited to, costs and expenses for the following: gardening and landscaping; utilities, water and sewage charges; maintenance of signs (other than tenant's signs); premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and worker's compensation insurance; all property taxes and assessments levied on or attributable to the Common Areas and all Common Area improvements, all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; straight-line depreciation on personal property owned by Landlord which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; repairing, resurfacing, repaving, maintaining, painting, lighting, cleaning, refuse removal, security and similar items; reserves for roof replacement and exterior painting and other appropriate reserves; and a reasonable allowance to Landlord for Landlord's supervision of the Common Areas (not to exceed five percent (5%) of the gross rents of the Project for the calendar year). Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in Common Area costs. Common Area costs shall not include depreciation of real property which forms part of the Common Areas.

(e) **Tenant's Share and Payment.** Tenant shall pay Tenant's annual pro rata share of all Common Area costs (prorated for any fractional month) upon written notice from Landlord that such costs are due and payable, and in any event prior to delinquency. Tenant's pro rata share shall be calculated by dividing the square foot area of Property, as set forth in Section 1.04 of the Lease, by the aggregate square foot area of the Project which is leased or held for lease by tenants, as of the date on which the computation is made. Tenant's initial pro rata share is set out in **SEE BASIC**

LEASE INFORMATION. Any changes in the Common Area costs and/or the aggregate area of the Project leased or held for lease during the Lease Term shall be effective on the first day of the month after such change occurs. Landlord may, at Landlord's election, estimate in advance and charge to Tenant as Common Area costs, all real property taxes for which Tenant is liable under Section 4.02 of the Lease, all insurance premiums for which tenant is liable under Section 4.04 of the Lease, all maintenance and repair costs for which Tenant is liable under Section 6.04 of the Lease, and all other Common Area costs payable by Tenant hereunder. At Landlord's election, such statements of estimated Common Area costs shall be delivered monthly, quarterly or at any other periodic intervals to be designated by Landlord. Landlord may adjust such estimates at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments shall be effective as of the next rent payment date after notice to Tenant. Within sixty (60) days after the end of each calendar year of the Lease Term, Landlord shall deliver to Tenant a statement prepared in accordance with generally accepted accounting principles setting forth, in reasonable detail, the Common Area costs paid or incurred by Landlord during the preceding calendar year and Tenant's pro rata share. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be) so that Landlord shall receive the entire amount of Tenant's share of such costs and expenses for such period.

Section 4.06. Late Charges. Tenant's failure to pay rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any rent payment within Five (5) days after it becomes due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Section 4.07. Interest on Past Due Obligations. Any amount owned by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

Section 4.08. Impounds for Insurance Premiums and Real Property Taxes. If requested by any ground lessor or lender to whom Landlord has granted a security interest in the Property, or if Tenant is more than Five (5) days late in the payment of rent more than once in any consecutive twelve (12) month period, Tenant shall pay Landlord a sum equal to one-twelfth (1/12) of the annual real property taxes and insurance premiums payable by Tenant under this Lease, together with each payment of Base Rent. Landlord shall hold such payments in a non-interest bearing impound account. If unknown, Landlord shall reasonably estimate the amount of real property taxes and insurance premiums when due. Tenant shall pay any deficiency of funds in the impound account to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any funds in the impound account to any obligation then due under this Lease.

ARTICLE FIVE: USE OF PROPERTY

Section 5.01. Permitted Uses. Tenant may use the Property only for the Permitted Uses set forth in Section 1.06 above.

Section 5.02. Manner of Use. Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of tenants of the Project, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy if required for Tenant's occupancy of the Property, and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Property, including the Occupational Safety and Health Act.

Section 5.03. Hazardous Materials. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. Allowed materials shall be handled in a legal and responsible manner. All such products will be disposed of using properly licensed recycling and/or disposal facilities. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the property. Notwithstanding the above, the Landlord hereby approves and consents to the storage of Auto Parts, including, but not limited to, harness wire, catalytic converters, oxygen sensors, aluminum Wheels, by the Tenant.

Section 5.04. Signs and Auctions. Tenant shall not place any signs on the Property without Landlord's prior written consent, which shall not be unreasonably withheld. Tenant shall not conduct or permit any auctions or sheriff's sales at the Property.

Section 5.05. Indemnity. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from: (a) Tenant's use of the Property; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Property, including any contamination of the Property or any other property resulting from the presence or use of Hazardous Material caused or permitted by Tenant as of the commencement of occupancy by the Tenant; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease, or (e) other acts or omissions of Tenant under this Lease; Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any reasonable legal fees or costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors and invitees, if applicable.

Section 5.06. Landlord's Access. Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary, acting reasonably. Landlord shall give Tenant prior notice of such entry, and arrange entry at a mutually agreeable time, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Property.

Section 5.07. Quiet Possession. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

ARTICLE SIX: CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01. Existing Conditions. Tenant accepts the Property in its condition as of the execution of the Lease, save and except for Landlord's obligations set forth in Section 16, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representation of Landlord or any Broker with respect thereto. If Landlord or Landlord's Broker has provided a Property Information Sheet or other Disclosure Statement regarding the Property, a copy is attached as an exhibit to the Lease.

Section 6.02. Exemption of Landlord from Liability. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas, or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or upon other portions of the Project, or from other sources or places; or (d) any act or omission of any other tenant of the Project. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section 6.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

Section 6.03. Landlord's Obligations.

(a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls and roof of the Property (including painting the exterior surface of the exterior walls of the Property not more often than once every five (5) years, if necessary) and all components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities

located in the Property which are concealed or used in common by tenants of the Project. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls. Landlord shall make repairs under this section 6.03 within a reasonable time after receipt of written notice from Tenant of the need for such repairs.

(b) Tenant shall pay or reimburse Landlord for all costs Landlord incurs under Paragraph 6.03 above as Common Area costs as provided for in Section 4.05 of the Lease, but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the Lease Term (as extended).

Section 6.04. Tenant's Obligations.

(a) Except as provided in Section 6.03, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Property (including structural, nonstructural, interior, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Property or any system or equipment in the Property which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Property or system or equipment in the Property, regardless of whether the benefit of such replacement extends beyond the Lease Term; but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the Lease Term (as extended). If any part of the Property or the Project is damaged by any act or omission of Tenant, Tenant shall Pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall maintain the portions of the Property which Tenant is obligated to maintain in an attractive, first class and fully operative condition.

(b) Tenant shall fulfill all of Tenant's obligations under this Section 6.04 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the Property as required by this Section 6.04, Landlord may, upon ten (10) days prior notice to Tenant, if Tenant fails to cure such default within ten (10) days (except that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

Section 6.05. Alterations, Additions, and Improvements.

a) Tenant shall not make any alterations, additions, or improvements to the Property without Landlord's prior written consent, except for non-structural alterations which do not exceed [REDACTED] in cost cumulatively over the Lease Term and which are not visible from the outside of any building of which the Property is a part. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph 6.05(a) upon Landlord's written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable

laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Property. Tenant shall give Landlord at least ten (10) days' prior written notice of the commencement of any work on the Property, regardless of whether Landlord's consent to such work is required. Landlord may elect to record and post notices of non-responsibility on the Property.

Section 6.06. Condition upon Termination. Upon the termination of the Lease, Tenant shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

ARTICLE SEVEN: DAMAGE OR DESTRUCTION

Section 7.01. Partial Damage to Property.

(a) Tenant shall notify Landlord in writing immediately upon occurrence of any damage to the Property. If the Property is only partially damaged (i.e., less than fifty percent (50%) of the Property is untenable as a result of such damage or less than fifty percent (50%) of Tenant's operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenant's fixtures, equipment, or improvements.

(b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonably possible, in which case the Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If the Landlord elects to repair the damage, Tenant shall pay Landlord the "deductible amount" (if any) under Landlord's insurance policies and, if the damage

was due to an act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate this Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Property and any building in which the Property is located. Tenant shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice.

(c) If the damage to the Property occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenant's notice to Landlord of the occurrence of the damage.

(d) Notwithstanding the above, should the repairs and restoration take in excess of three (3) months, then Tenant shall have the right to terminate this Lease as of the date of such damage upon giving thirty (30) days written notice to the Landlord.

Section 7.02 Substantial or Total Destruction. If the property is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Property is greater than partial damage as described in Section 7.01), and regardless of whether Landlord receives any insurance proceeds, this Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Property can be rebuilt within three (3) months after the date of destruction, Landlord may elect to rebuild the Property at Landlord's own expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after Tenant's notice of the occurrence of total or substantial destruction. If Landlord so elects, Landlord shall rebuild the Property at Landlord's sole expense, except that if the destruction was caused by an act or omission or the gross negligence of Tenant, Tenant shall pay Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

Section 7.03. Temporary Reduction of Rent. If the property is destroyed or damaged and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Property is impaired. Except for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property.

ARTICLE EIGHT: CONDEMNATION

Section 8.01. If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent(20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken, either

Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, the Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlord's expense.

ARTICLE NINE: ASSIGNMENT AND SUBLETTING

Section 9.01. Landlord's Consent Required. No portion of the Property or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, except as provided in Section 9.02 below. Landlord has the right to grant or withhold its consent as provided in Section 9.05 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Landlord's consent. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlord's consent.

Section 9.02. Tenant Affiliate. Tenant may assign this Lease or sublease the Property, without Landlord's consent, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from the merger of or consolidation with Tenant ("Tenant's Affiliate"). In such case, any Tenant's Affiliate shall assume in writing all of Tenant's obligations under this Lease.

Section 9.03. No Release of Tenant. No transfer permitted by this Article Nine, whether with or without Landlord's consent, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against transferee.

Section 9.04. Offer to Terminate. If Tenant desires to assign the Lease or sublease the Property, Tenant shall have the right to offer, in writing, to terminate the Lease as of a date specified in the offer. If Landlord elects in writing to accept the offer to terminate within twenty (20) days after notice of the offer, the Lease shall terminate as of the date specified and all the terms and provisions of the Lease governing termination shall apply. If Landlord does not so elect, the

Lease shall continue in effect until otherwise terminated and the provisions of Section 9.05 with respect to any proposed transfer shall continue to apply.

Section 9.05. Landlord's Consent.

(a) Tenant's request for consent to any transfer described in Section 9.01 shall set forth in writing the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, if reasonable, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed use of the Property; (ii) the net worth and financial reputation of the proposed assignee or subtenant; (iii) Tenant's compliance with all of its obligations under the Lease; and (iv) such other factors as Landlord may reasonably deem relevant. If Landlord objects to a proposed assignment solely because of the net worth and/or financial reputation of the proposed assignee, Tenant may nonetheless sublease (but not assign), all or a portion of the Property to the proposed transferee, but only on the other terms of the proposed transfer.

(b) If Tenant assigns or subleases, the following shall apply:

(i) Tenant shall pay to Landlord as Additional Rent under the Lease the Landlord's Share (stated in Section 1.13) of the Profit (defined below) on such transaction as and when received by Tenant, unless Landlord gives written notice to Tenant and the assignee or subtenant that Landlord's Share shall be paid by the assignee or subtenant to Landlord directly. The "Profit" means (A) all amounts paid to Tenant for such assignment or sublease, including "key" money, monthly rent in excess of the monthly rent payable under the Lease, and all fees and other consideration paid for the assignment or sublease, including fees under any collateral agreements, less (B) costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for real estate broker's commissions and costs of renovation or construction of tenant improvements required under such assignment or sublease. Tenant is entitled to recover such costs and expenses before Tenant is obligated to pay the Landlord's Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.

(ii) Tenant shall provide Landlord a written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenant's books and records to verify the accuracy of such statement. On written request, Tenant shall promptly furnish to Landlord copies of all the transaction documentation, all of which shall be certified by Tenant to be complete, true and correct. Landlord's receipt of Landlord's Share shall not be a consent to any further assignment or subletting. The breach of Tenant's obligation under this Paragraph 9.05 (b) shall be a material default of the Lease.

Section 9.06. No Merger. No merger shall result from Tenant's sublease of the Property under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other

manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord under any or all subtenancies.

ARTICLE TEN: **DEFAULTS; REMEDIES**

Section 10.01. **Covenants and Conditions.** Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02. **Defaults.** Tenant shall be in material default under this Lease:

- (a) If Tenant abandons the Property or if Tenant's vacation of the Property results in the cancellation of any insurance described in Section 4.04;
- (b) If Tenant fails to pay rent or any other charge when due for a period of five (5) days after written notice from Landlord;
- (c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion.. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.
- (d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.
- (e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligations under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

Section 10.03. **Remedies.** On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

- (a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the

unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of reletting, including necessary renovation or alteration of the Property, Landlord's reasonable attorneys' fees incurred in connection therewith, any real estate commission paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Paragraph 10.03 (a), or (ii) proceeding under Paragraph 10.03(b);

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due;

(c) Pursue any other remedy now or thereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.

Section 10.04. Repayment of "Free" Rent. If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concessions, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all of the Abated Rent on the expiration of the Lease Term only if Tenant has fully, faithfully, and punctually performed all of Tenant's obligations hereunder, including the payment of all rent (other than the Abated Rent) and all other monetary obligations and the surrender of the Property in the physical condition required by this Lease. Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

Section 10.05. Automatic Termination. Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlord's intention to terminate the Lease as provided in Section 10.03 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlord's damages for default shall

include all costs and fees, including reasonable attorney's fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlord's right to possession of the Property. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

Section 10.06. **Cumulative Remedies.** Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE ELEVEN: PROTECTION OF LENDERS

Section 11.01. **Subordination.** Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may reasonably require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenant's right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 11.02. **Attornment.** If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease.

Section 11.03. **Signing of Documents.** Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

Section 11.04. **Estoppel Certificates.**

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying; (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and

other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the lease. In such event, Tenant shall be estopped from denying the truth of such facts.

Section 11.05. Tenant's Financial Condition. Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

ARTICLE TWELVE: LEGAL COSTS

Section 12.0 Legal Proceedings. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Non-defaulting Party") upon demand for any costs or expenses that the Non-defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgement entered. Such costs shall include legal fees and costs incurred for the negotiations of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgement is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any reasonable legal fees or costs Landlord incurs in any such claim or action.

Section 12.2. **Landlord's Consent.** Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection with Tenant's request for Landlord's consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposes to do and which requires Landlord's consent.

ARTICLE THIRTEEN: MISCELLANEOUS PROVISIONS

Section 13.01. **Non-Discrimination.** Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

Section 13.02. **Landlord's Liability; Certain Duties.**

(a) As used in the Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

(b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

(a) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Property and the Project, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

Section 13.03. **Severability.** A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04. **Interpretation.** The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Property with Tenant's expressed or implied permission.

Section 13.05. Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06. Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above, except that upon Tenant's taking possession of the Property, 3101 W Lincoln St Phoenix, AZ 85009 shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

Section 13.07. Waivers. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

Section 13.08. No Recordation. Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

Section 13.09. Binding Effect; Choice of Law. This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the State of Nevada shall govern this Lease.

Section 13.10. Corporate Authority; Partnership Authority. If Tenant is a corporation or LLC, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors or Managing Members authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership, that he or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership. Tenant shall give written notice to Landlord or any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership or certificate of limited partnership.

Section 13.11. Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12. Force Majeure. If the parties cannot perform any of their obligations due to events beyond their 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 parties control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other

casualty, shortages of labor or material, government regulation or restriction and severe weather conditions.

Section 13.13. **Execution of Lease.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14. **Survival.** All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

ARTICLE FOURTEEN: **BROKERS**

Section 14.01. **Broker's Fee.** When this Lease is signed by and delivered to both Landlord and Tenant, Landlord shall pay a real estate commission to Landlord's Broker named in Section 1.08 above, if any, as provided in the written agreement between Landlord and Landlord's Broker, or the sum stated in Section 1.09 above for services rendered to Landlord by Landlord's Broker in this transaction. Landlord shall pay Landlord's Broker a commission if Tenant exercises any option to extend the Lease Term or to buy the Property, or any similar option or right which Landlord may grant to Tenant, or if Landlord's Broker is the procuring cause of any other lease or sale entered into between Landlord and tenant covering the Property. Such commission shall be the amount set forth in Landlord's Broker's commission schedule in effect as of the execution of this Lease. If a Tenant's Broker is named in Section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant's Broker if so provided in any agreement between Landlord's Broker and Tenant's Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker. Landlord shall indemnify and hold tenant harmless for any claims of commission or payments from Landlord's Broker.

Section 14.02. **Protection of Brokers.** If Landlord sells the Property, or assigns Landlord's interest in this Lease, the buyer or assignee shall, by accepting such conveyance of the Property or assignment of the Lease, be conclusively deemed to have agreed to make all payments to Landlord's Broker thereafter required of Landlord under this Article Fourteen. Landlord's Broker shall have the right to bring a legal action to enforce or declare rights under this provision. The prevailing party in such action shall be entitled to reasonable attorney's fees to be paid by the losing party. Such attorney's fees shall be fixed by the court in such action. This Paragraph is included in this Lease for the benefit of Landlord's Broker.

Section 14.03. **No Other Brokers.** Tenant represents and warrants to Landlord that the brokers named in Section 1.08 above are the only agents, brokers, finders or other parties with whom Tenant has dealt who are or may be entitled to any commission or fee with respect to this Lease or the Property.

Section 15: **Basic Lease Information and Exhibits.** The Basic Lease Information and the Exhibit(s), if any, specified in the Basic Lease Information are attached to this Lease and by this reference made a part hereof.

ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.

Section 16: Additional Provisions:

- A)** Landlord to make sure all plumbing, electrical, HVAC, evaporative coolers, fire safety system, roll-up doors and store fronts are in good condition and working order within 30 days of Lease Commencement. Landlord turn over the premises in broom clean condition. Landlord to guarantee the operation of the HVAC and evaporative coolers at its sole cost and expense throughout the initial lease term.

IN ANY REAL ESTATE TRANSACTION, IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, INDUSTRIAL HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

THIS PRINTED FORM LEASE HAS BEEN DRAFTED BY LEGAL COUNSEL AT THE DIRECTION OF THE SOUTHERN CALIFORNIA CHAPTER OF THE SOCIETY OF INDUSTRIAL AND OFFICE REALTORS,® INC., NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE SOUTHERN CALIFORNIA CHAPTER OF THE SOCIETY OF INDUSTRIAL AND OFFICE REALTORS, ® INC., ITS LEGAL COUNSEL, THE REAL ESTATE BROKERS NAMED HEREIN, OR THEIR EMPLOYEES OR AGENTS, AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS LEASE OR OF THIS TRANSACTION.

LANDLORD AND TENANT SHOULD RETAIN LEGAL COUNSEL TO ADVISE THEM ON SUCH MATTERS AND SHOULD RELY UPON THE ADVICE OF SUCH LEGAL COUNSEL.

Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attached to or incorporated by reference in this Lease.

"LANDLORD"

Signed on 8/1/2025

LV Boyd Properties LLC



By: Richard Boyd
Its: Managing Member

"TENANT"

Signed on 7/29/2025

**Phoenix Group Metals, LLC, an Arizona
limited liability company**



By: Jay Robie
Its: General Manager

EXHIBIT "A"
GUARANTY OF LEASE

—~~IN CONSIDERATION OF~~, and as an inducement for the granting, execution and delivery of that certain Lease, covering premises known as 401 433 Max Court, dated See "BASIC LEASE INFORMATION", ("Lease"), between LV BOYD PROPERTIES LLC ("Landlord"), and See "BASIC LEASE INFORMATION", ("Tenant"), and in further consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration paid by Landlord to the undersigned, the undersigned ("Guarantor"), hereby personally guarantees to the Landlord, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the Base Rent, common Area Maintenance Charges, utility charges, if applicable, Percentage Rent, Adjustment, real estate taxes and any and all other sums and charges payable by Tenant, its successors and assigns under the Lease; and the full performance and observance of all the covenants, terms, conditions and agreements herein provided to be performed and observed by Tenant, its successors and assigns.

Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, in the payment of any such sums, or in the performance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor will forthwith pay such rent to Landlord, its successors and assigns, and any arrears thereof, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors and assigns under the Lease, including, without limitation, all reasonable attorney's fees incurred by Landlord or caused by any such default and by the enforcement of this Guaranty of Lease ("Guaranty").

—This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable against Guarantor, its successors and assigns, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance, or of any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall not in any way be terminated or diminished, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the lease.

—The Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor.

—All terms used herein and not otherwise defined shall have the same meaning as given to them in the Lease.

—If the Lease shall be renewed, or its term extended, or if the Tenant holds over beyond the term of the Lease, the obligations hereunder of Guarantor shall extend and apply for any period beyond the date specified in the Lease for the expiration of said term, either pursuant to any option granted under the Lease or otherwise, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms, and conditions of the Lease and of any such modification thereof.

~~Guarantor does not require any notice of Tenant's non-payment, non-performance, or non-observance of the covenants, terms, and conditions of the Lease. Guarantor hereby expressly waives the right to receive such notice.~~

~~—Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty is a guaranty of payment and not of collection, and shall remain in full force and effect until payment in full to Landlord of all sums payable under the Lease. Guarantor waives any right to require that any action be brought against Tenant.~~

~~—Guarantor waives any right to require that resort be had to any security or to any other credit in favor of Tenant.~~

~~—Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of the liability of Tenant or its estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same.~~

~~If applicable, Guarantor represents and warrants that this Guaranty has been duly authorized by all necessary corporate action on Guarantor's part, has been duly executed and delivered by a duly authorized officer, and constitutes Guarantor's valid and legally binding agreement in accordance with its terms.~~

~~The liability of Guarantor is coextensive with that of Tenant and also joint and several, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.~~

~~—Until all of Tenant's obligations under the Lease are fully performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty, and (b) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under this Lease.~~

~~Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.~~

~~The Lease and this Guaranty shall be governed by, interpreted under the laws of, and enforced in the courts of Clark County, Nevada.~~

~~Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty.~~

~~Guarantor will pay to Landlord all of Landlord's expenses, including, but not limited to, attorneys' fees incurred in enforcing this Guaranty.~~

~~This Guaranty and the Lease embodies the entire Agreement between the parties relating to the subject matter contained herein. There are no representations, promises, warranties, understandings or agreements, express or implied, or otherwise, except for those expressly referred to or set forth herein or in the Lease. No modification of this Guaranty or the Lease shall be binding unless evidenced by an Agreement in writing signed by both Landlord and Guarantor.~~

~~—Guarantor hereby expressly waives any and all benefit it may have pursuant to any statute that requires enforcement of any obligation under the Lease to be made against Tenant and Tenant's property prior to enforcement of any obligation under the Lease against Guarantor or Guarantor's property.~~

~~—All of Landlord's rights and remedies under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.~~

GUARANTOR:

By: _____

EXHIBIT "B"
EARLY POSSESSION AGREEMENT

Reference is made to that Lease dated See "BASIC LEASE INFORMATION" between LV Boyd Properties LLC as Landlord, and See "BASIC LEASE INFORMATION" as Tenant, at 401- 433 Max Ct, Henderson, NV 89011

Tenant is to be allowed to occupy the premises on See "BASIC LEASE INFORMATION" Rent to begin on See "BASIC LEASE INFORMATION".

Landlord and Tenant agree that all the terms and conditions of the above referenced Lease are to be in full force and effect as of the date of Tenant's possession of the premises.

Tenant accepts premises in their present condition, save and except for Landlords obligations set forth in section 16.

Landlord agrees to complete all Tenant Improvements as set forth in the Lease. Tenant understands that his early occupancy may cause some delay in the construction of the Tenant Improvements and that such delay will not be a cause for forgiveness of any rent due.

It is further understood that any improvement of the Leased premises by the Tenant which may result in the delay in construction of Landlord Improvements or the obtaining of a building permit without written consent of Lessor is hereby prohibited. Any such violation may cause termination of this Lease.

LANDLORD: **LV Boyd Properties LLC**

TENANT: **Phoenix Group Metals, LLC**

BY: _____

BY: _____

Richard Boyd

Jay Robie-General Manager

DATED: 8/1/2025

DATED: 7/29/2025

EXHIBIT "C"

OPTION TO EXTEND TERM OF LEASE

This Rider is attached to and made part of that certain Lease (the "Lease") dated See "BASIC LEASE INFORMATION" between **LV Boyd Properties LLC**, as Landlord and See "BASIC LEASE INFORMATION", as Tenant, covering the property commonly known as 401-433 Max Court (the "Property").

The terms used herein shall have the same definitions as set forth in the Lease. The provisions of this Rider shall supersede any inconsistent or conflicting provisions of the Lease. **A. Option(s) to Extend Term.**

1. Grant of Option.

Landlord hereby grants to Tenant See "BASIC LEASE INFORMATION" option(s) (the "Option(s)") to extend the Lease Term for See "BASIC LEASE INFORMATION" years each (the "Extension(s)"), on the same terms and conditions as set forth in the Lease, but at an increased rent as set forth below.

Each Option shall be exercised only by written notice delivered to Landlord at least one hundred twenty (120) days before the expiration of the Lease Term or the preceding Extension of the Lease Term, respectively. If Tenant fails to deliver Landlord written notice of exercise of an Option within the prescribed time period, such Option and any succeeding Options shall lapse, and there shall be no further right to extend the Lease Term.

Each Option shall be exercisable by Tenant on the express conditions that (a) at the time of the exercise, and at all times prior to the commencement of such Extension, Tenant shall not be in default under any of the provisions of the Lease and (b) Tenant has not been ten (10) or more days late in the payment of rent more than a total of three (3) times during the Lease Term and all preceding Extensions.

2. Personal Options.

The Option(s) are personal to the Tenant named in Section 1.03 of the Lease or any Tenant's Affiliate described in Section 9.02 of the Lease. If Tenant subleases any portion of the Property or assigns or otherwise transfers any interest under the Lease to an entity other than a Tenant Affiliate prior to the exercise of an Option (whether with or without Landlord's consent), such Option and any succeeding Options shall lapse.

If Tenant subleases any portion of the Property or assigns or otherwise transfers any interest of Tenant under the Lease to an entity other than a Tenant Affiliate after the exercise of an Option but prior to the commencement of the respective Extension (whether with or without Landlord's consent), such Option and any succeeding Options shall lapse and the Lease Term shall expire as if such Option were not exercised. If Tenant subleases any portion of the Property or assigns or otherwise transfers any interest of Tenant under the Lease in accordance with Article 9 of the Lease after the exercise of an Option and after the commencement of the Extension related to such Option,

then the term of the Lease shall expire upon the expiration of the Extension during which such sublease or transfer occurred and only the succeeding Options shall lapse.

B. Calculation of Rent.

The Base Rent during the extension(s) shall be determined by either:

1. Fixed rent adjustment as specified in the **"Basic Lease Information"**

OR

2. Cost of Living Adjustment. The Base Rent shall be increased on the dates specified in the lease (the "Rental Adjustment Date(s)") by reference to the Index defined in Section 3.02 of the Lease or the substitute index described in Paragraph 3.02(b) of the Lease, as follows: The Base Rent in effect immediately prior to the applicable Rental Adjustment Date (the "Comparison Base Rent") shall be increased by the percentage that the Index has increased from the month in which the payment of the Comparison Base Rent commenced through the month in which the applicable Rental Adjustment Date occurs. In no event shall the Base Rent be reduced by reason of such computation.

OR

3. Fair Rental Value Adjustment (Section B.2, below) as determined by Appraiser or Broker

Fair Rental Value Adjustment defined:

The Base Rent shall be increased on the date(s) specified in the lease (the "Rental Adjustment Date(s)") to the "fair rental value" of the Property, determined in the following manner:

(a) Not later than one hundred (100) days prior to any applicable Rental Adjustment Date, Landlord and Tenant shall meet in an effort to negotiate, in good faith, the fair rental value of the Property as of such Rental Adjustment Date. If Landlord and Tenant have not agreed upon the fair rental value of the Property at least ninety (90) days prior to the applicable Rental Adjustment Date, the fair rental value shall be determined by appraisal, by one or more appraisers or brokers (herein called "Appraiser(s)"), as provided in Section B.2(b), below. If appraiser(s) are used, such appraiser(s) shall have at least five (5) years' experience in the appraisal of commercial/industrial real property in the area in which the Property is located and shall be members of professional organizations such as MAI or equivalent. If broker(s) are used, such broker(s) shall have at least five (5) years' experience in the sales and leasing of commercial/industrial real property in the area in which the Property is located and shall be members of professional organizations such as the Society of Industrial and Office Realtors or equivalent.

(b) If Landlord and Tenant are not able to agree upon the fair rental value of the Property within the prescribed time period, then Landlord and Tenant shall attempt to agree in good faith upon a single Appraiser not later than seventy-five (75) days prior to the applicable Rental Adjustment Date. If Landlord and Tenant are unable to agree upon a single Appraiser within such time period, then Landlord and Tenant shall each appoint one Appraiser not later than sixty-five (65) days prior to the applicable Rental Adjustment Date. Within ten (10) days thereafter, the two (2) appointed Appraisers shall appoint a third (3rd) Appraiser. If either Landlord or Tenant fails to appoint its Appraiser within the prescribed time period, the single Appraiser appointed shall determine the fair rental value of the Property. If both parties fail to appoint Appraisers within the prescribed time

periods, then the first Appraiser thereafter selected by a party shall determine the fair rental value of the Property. Each party shall bear the cost of its own Appraiser and the parties shall share equally the cost of the single or third Appraiser, if applicable.

(c) For the purposes of such appraisal, the term "fair market value" shall mean the price that a ready and willing tenant would pay, as of the applicable Rental Adjustment Date, as monthly rent to a ready and willing landlord of property comparable to the Property if such property were exposed for lease on the open market for a reasonable period of time and taking into account all of the purposes for which such property may be used. If a single Appraiser is chosen, then such Appraiser shall determine the fair rental value of the Property. Otherwise, the fair rental value of the Property shall be the arithmetic average of the two (2) of the three (3) appraisals which are closest in amount, and the third appraisal shall be disregarded. In no event, however, shall the Base Rent be reduced by reason of such computation. Landlord and Tenant shall instruct the Appraiser(s) to complete the determination of the fair rental value not later than thirty (30) days prior to the applicable Rental Adjustment Date. If the fair rental value is not determined prior to the applicable Rental Adjustment Date, then Tenant shall continue to pay to Landlord the Base Rent applicable to the Property immediately prior to such Extension, until the fair rental value is determined. When the fair rental value of the Property is determined, Landlord shall deliver notice thereof to Tenant, and Tenant shall pay to Landlord, within ten (10) days after receipt of such notice, the difference between the Base Rent actually paid by Tenant to Landlord and the new Base Rent determined hereunder.

Election:

Landlord and Tenant hereby agree the Basic Rent under this option to extend shall be adjusted by then current market rates and annual adjustments. The initial rental rate for the first year of the renewal option period shall not be less than the immediately preceding lease year.

Owner: **LV Boyd Properties LLC**

By: _____

Richard Boyd
Managing Member

Date: 8/1/2025

Tenant: **Phoenix Group Metals LLC**

By: _____

Jay Robie
General Manager

Date: 7/29/2025

EXHIBIT "D"

HAZARDOUS WASTE ADDENDUM

PROPERTY: 413 Max Ct., Henderson, NV 89011

Owner agrees to disclose to Broker and to prospective Purchaser(s), Tenant(s), Subtenant(s) any and all information which the Owner has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property.

Broker is authorized to disclose any such information to prospective Purchaser(s), Tenant(s), Subtenant(s).

Tenant is absolutely responsible for all Hazardous Materials placed, brought to, stored on the Property during the Term of the Lease. However, Tenant shall have no responsibility or liability whatsoever for any hazardous substances, environmental contamination, or other environmental conditions affecting the Property that predate Tenant's occupancy. Landlord shall indemnify, defend, and hold Tenant harmless from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to any environmental matters or hazardous materials affecting the Property prior to the commencement of Tenant's occupancy. This indemnification shall survive the termination of this Lease.

As of the signing of this Lease, Landlord/Owner is not aware of any matters, addressed in this Exhibit D, to be disclosed.

As used in this Addendum, the term "Owner" shall include a lessor or sublessor.

Accepted:

Owner: **LV Boyd Properties LLC**

By:

Richard Boyd
Managing Member

Date: 8/1/2025

Tenant:

By: **Phoenix Group Metals, LLC**

Jay Robie - General Manager

Date: 7/29/2025

EXHIBIT "E"

NOTICE TO OWNERS AND PROSPECTIVE TENANTS AND BUYERS OF REAL PROPERTY REGARDING THE AMERICANS WITH DISABILITIES ACT

Please be advised that an owner or tenant of real property may be subject to the Americans with Disabilities Act (the ADA), a Federal law codified at 42 USC Section 12101 et seq.

Among other requirements of the ADA that could apply to your property, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons. The regulations under Title III of the ADA are codified at 28 CFR part 36.

We recommend that you and your attorney review the ADA and the regulations, and if appropriate, your proposed Lease or Purchase agreement to determine if this law would apply to you, and the nature of the requirements. These are legal issues. You are responsible for conducting your own independent investigation of these issues. We cannot give you legal advice on these issues.

Landlord: **LV Boyd Properties LLC**

Tenant: **Phoenix Group Metals, LLC**

By: _____

By: _____

Richard Boyd

Jay Robie

Title: Managing Member

Title: General Manager

Date: 8/1/2025

Date: 7/29/2025

Exhibit F

This is an Industrial Center.

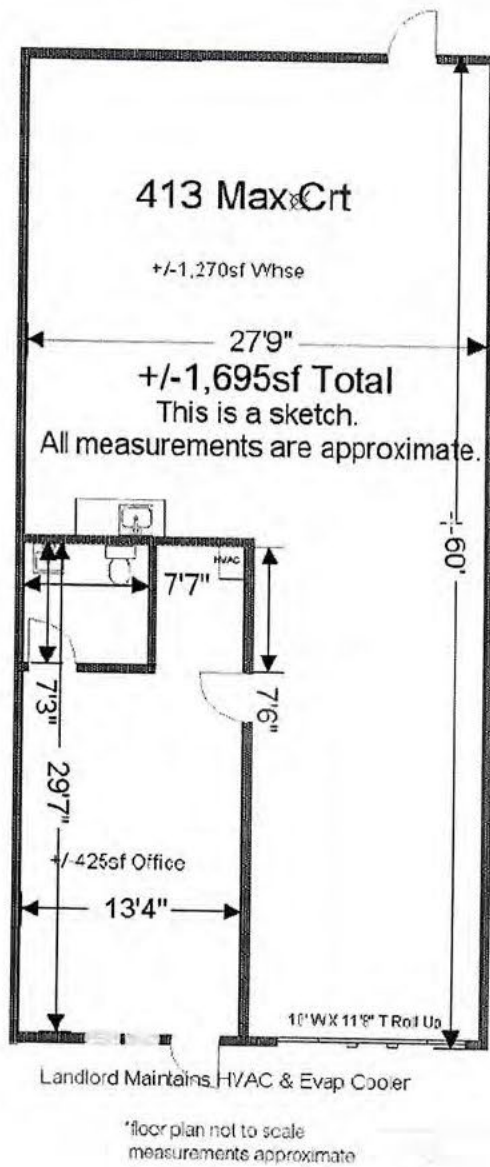
It is private property.

As such, restrooms are for tenant and employee use only.

Restrooms are not to be considered public facilities.

There are no restrooms on this property that are available to the general public.

Floor Plan Unit 413 +/-1695SF



HENDERSON**ZONING COMPLIANCE CHECK**
Application FormProposed Business Name/DBA Phoenix Group Metals, LLCApplicant/Contact Name Jason GhetlerProposed Business Address 413 Max Court Henderson, NV 89011 ☐ Executive SuitePrimary Phone [REDACTED] ☒ Business ☐ Cell Email [REDACTED]☒ New Business ☐ Change of Ownership ☐ Change of Address ☐ Update Business Activity ☐ Special Event

Concisely describe the specific business activity

Secondhand dealer, category E. Purchasing and collecting catalytic converters from businesses. Catalytic converters will be sent to processing facility out-of-state. Business does not accept catalytic converters from the general public.Does the business use or store hazardous materials/chemicals? ☐ Yes ☒ NoIf YES, applicant must complete [hazardous materials questionnaire](#) (also available at Community Development).What is the square footage of the space your business will occupy? 1,695 square feet

***Home-Based Business Only:** By signing below, you are acknowledging you have read and will comply with the Home Occupation standards in Section 19.9.3.E of the Henderson Municipal Code. Also, you are acknowledging you are the property owner or have obtained permission from the property owner to operate a home-based business at the above-referenced address. Non-compliance is grounds to revoke the business license. A notarized form is required if the applicant is not the property owner.

***Non-Residential Locations Only:** A site plan or building layout that clearly identifies the location the business will be occupying is required for all applications.

***Animal related services for home-based businesses** require internal review prior to approval.

The information provided is accurate and correct:

[REDACTED] October 3, 2025
Applicant Signature Date[REDACTED] 10/14/2025
Property Owner Signature Date

* A notary is required for the property owner's signature for all home-based business applications when the applicant is not the property owner.

NOTARY

State of _____ County of _____

The instrument was acknowledged before me by _____

on _____

Notary Public _____



Property Results

Owner Info

Parcel: 17801413003
Owner: L V BOYD PROPERTIES L L C
Site Address: 405 MAX CT
Zip Code: 89011

Zoning Info

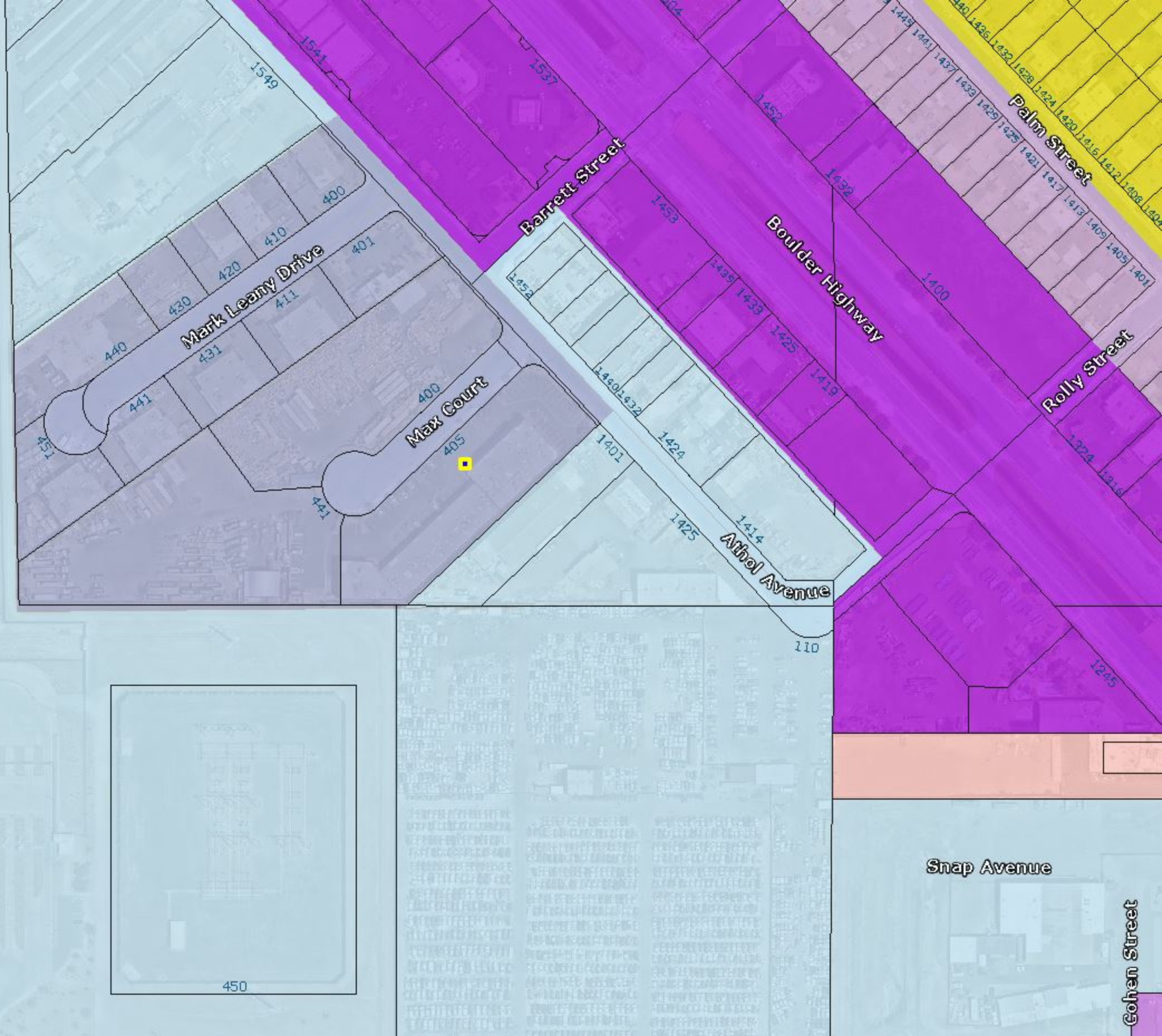
Zoning: IL-RD
File Number: Z-2-96(PUD/TM-17-96)
Ordinance: 1670
Approved: 4/2/1996
[Click to see Description of Zone](#)

Land Use Category: BI
Land Use Plan: FUTURE DEVELOPMENT PLAN
File Number: CPA2005520027
ROI: 3461 Approved: 2/7/2006
Sign Plan Info (2)
Applicant: DEVELOPMENT ASSOCIATES(BARRE BUSINESS CENTER), SP-26-98
Applicant: DEVELOPMENT ASSOC.(BARRETT BUSINESS CENTER), 1998SP0026

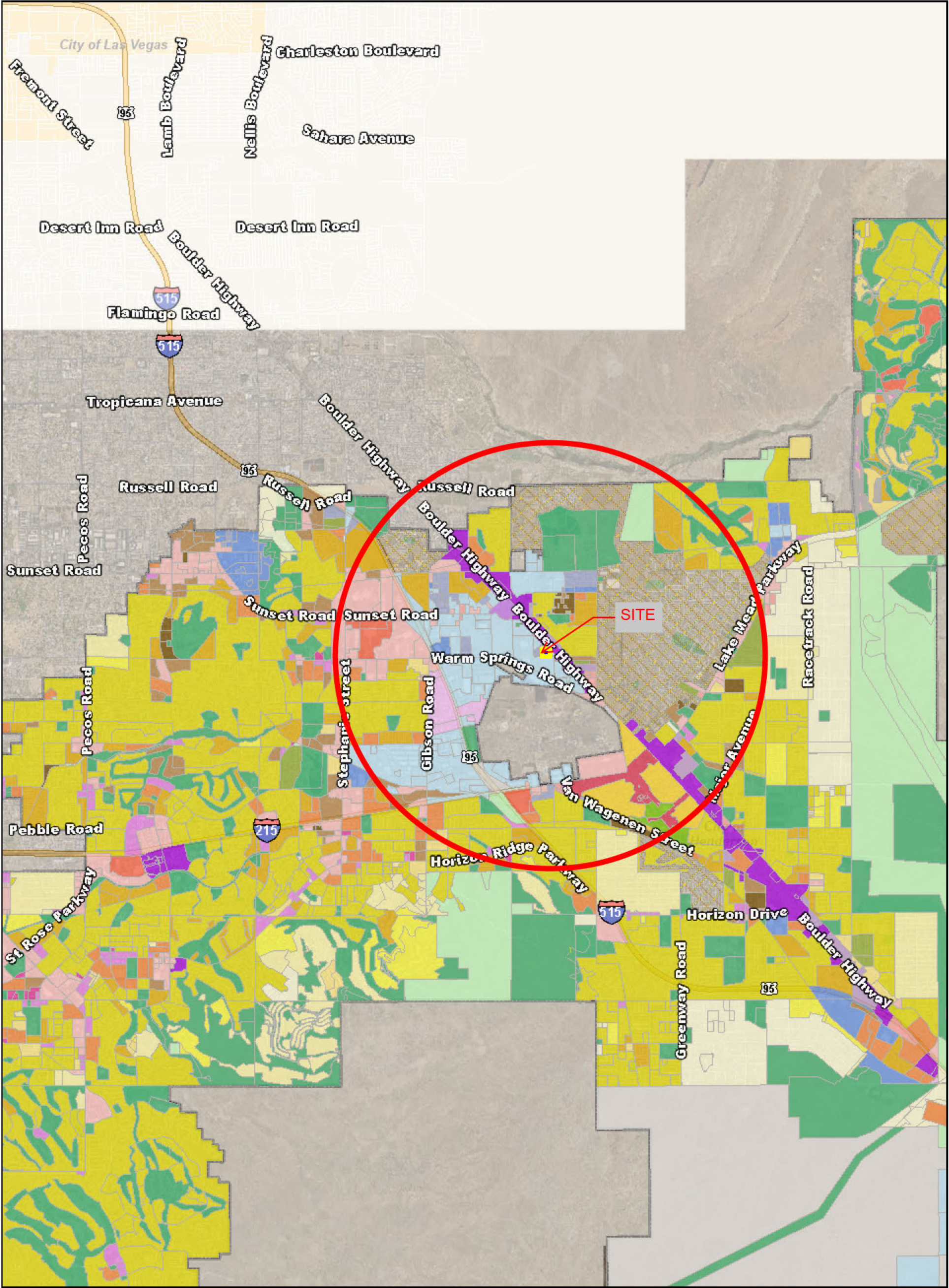
Elected Officials

Watering Group Info

Summer Watering Schedule
MONDAY - SATURDAY
Yearly Group Schedule
Spring(Mar. - Apr.): TUESDAY, THURSDAY, SATURDAY
Summer(May - Aug.): MONDAY - SATURDAY
Fall(Sept. - Oct.): TUESDAY, THURSDAY, SATURDAY
Winter(Nov. - Feb.): TUESDAY

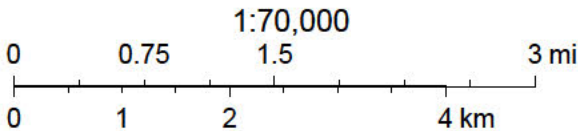


COH ZONING MAP



5/26/2026

Freeways	RM-10 Medium-Density Residential 10 (10 du / ac)	DR Downtown Residential
Major Streets	RM-16 Medium-Density Residential 16 (16 du / ac)	CT Tourist Commercial
Zoning	RH-24 High-Density Multifamily Residential 24 (24 du / ac)	IG General Industrial
CO Office Commercial	RH-36 High-Density Multifamily Residential 36 (36 du / ac)	IL Limited Industrial
DX Downtown Mixed-Use	RMH Mobile Home Residential (8 du / ac)	IP Industrial Park
DP Downtown Public	PC Planned Community	MC Corridor/Community Mixed-Use
RS-1 Low-Density Single-Family Residential 1 (1 du / ac)	CA Auto-Mall Commercial	MN Neighborhood Mixed-Use
RS-2 Low-Density Single-Family Residential 2 (2 du / ac)	CC Community Commercial	MR Regional Mixed-Use
RS-4 Low-Density Single-Family Residential 4 (4 du / ac)	CH Highway Commercial	PS Public and Semipublic
RS-6 Low-Density Single-Family Residential 6 (6 du / ac)	CM Mixed-Use Commercial	DH Development Holding
RS-8 Low-Density Single-Family Residential 8 (8 du / ac)	CN Neighborhood Commercial	No Zoning



NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0

100

200

400

600

800

MAP LEGEND

ASSESSOR'S PARCELS - CLARK COUNTY, NV.

Briana Johnson - Assessor

PARCEL BOUNDARY

SUB BOUNDARY

PM/LD BOUNDARY

ROAD EASEMENT

MATCH / LEADER LINE

HISTORIC LOT LINE

HISTORIC SUB BOUNDARY

HISTORIC PM/LD BOUNDARY

SECTION LINE

CONDOMINIUM UNIT

AIR SPACE PCL

RIGHT OF WAY PCL

SUB-SURFACE PCL

001 ROAD PARCEL NUMBER

001 PARCEL NUMBER

1.00 ACREAGE

202 PARCEL SUB/SEQ NUMBER

PB 24-45 PLAT RECORDING NUMBER

5 BLOCK NUMBER

5 LOT NUMBER

GL5 GOV. LOT NUMBER

BOOK

T22S R62E

139 140 141 142

162 161 160 159

177 178 179 180

191 190 189 188

Scale: 1" = 200'

SEC.

1

6 5 4 3 2 1

7 8 9 10 11 12

18 17 16 15 14 13

19 20 21 22 23 24

30 29 28 27 26 25

31 32 33 34 35 36

Rev: 12/3/2024

MAP

S 2 SW 4

8 4 8 4

5 1 5 1

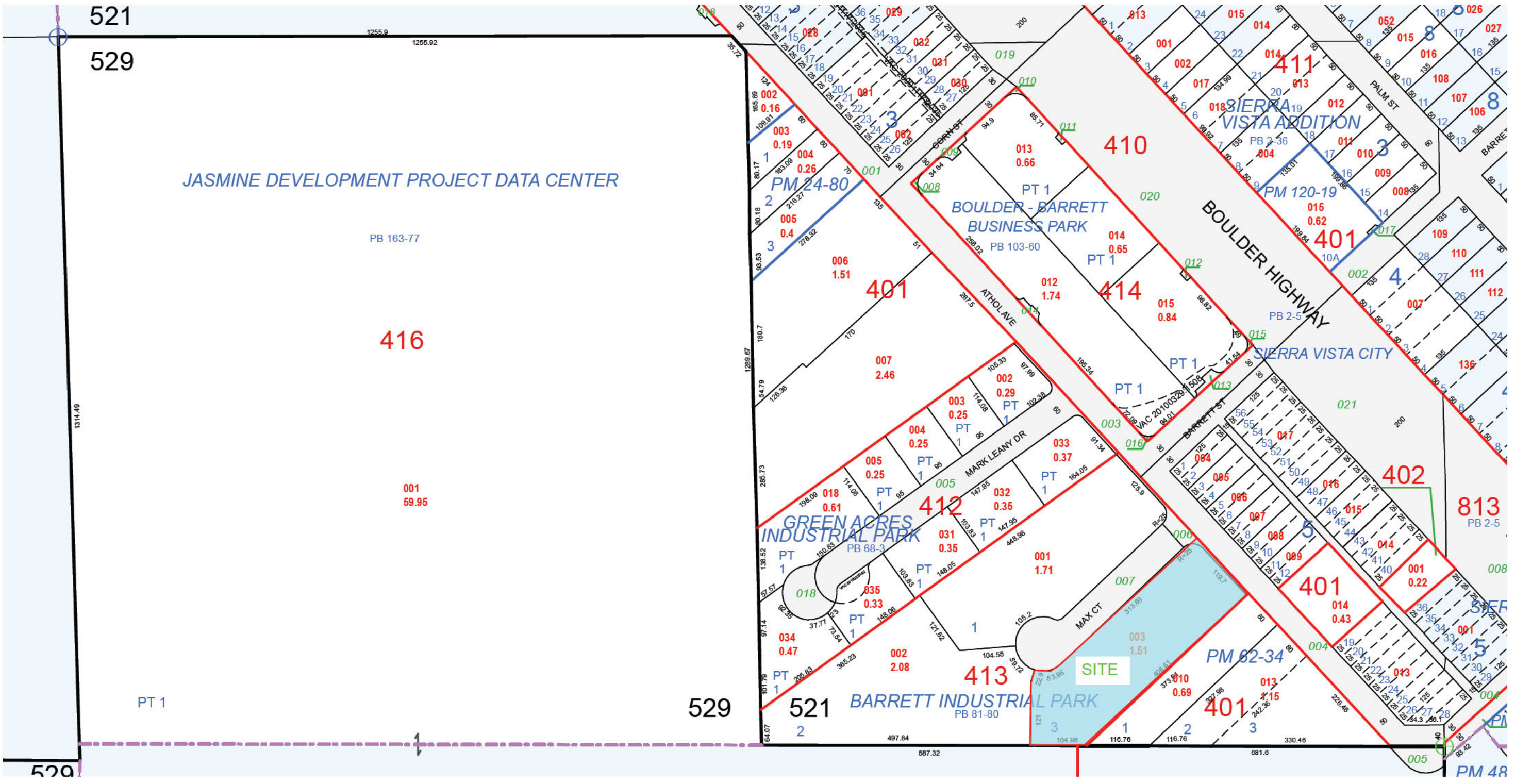
6 2 6 2

7 3 7 3

8 4 8 4

5 1 5 1

178-01-4



TAX DIST 521,505

Phoenix Group Metals, LLC - Henderson Recycling Center | Site Photographs

Phoenix Group Metals Henderson Site Photographs

PART 1

SITE PHOTOGRAPHS

Recycling Center - Indoor Automotive Core and Catalytic Converter Storage Facility

Facility Name	Phoenix Group Metals, LLC - Henderson Recycling Center
Facility Address	413 Max Court, Henderson, Nevada 89011
Assessor's Parcel Number	178-01-413-002
Applicant / Operator	Phoenix Group Metals, LLC
Facility Type	Recycling Center (RC)

Photograph Set

This document provides the site photographs for the Phoenix Group Metals, LLC Henderson Recycling Center application. The photograph set includes an aerial view, street view of the facility main entrance/site access, and interior facility photographs. The site exit uses the same shared paved access area as the facility entrance; no separate site exit is proposed.

Figure	Photograph	Description
Figure SP-1	Aerial View of Facility	Aerial view of 413 Max Court, Henderson, Nevada 89011, showing the facility within the larger commercial/industrial center.
Figure SP-2	Street View of Facility Main Entrance / Site Access	Street-view image showing the facility frontage and shared paved access area. The site exit uses the same shared paved access area; no separate site exit is proposed.
Figure SP-3	Interior of Facility - Storage and Material Management Area	Interior view showing indoor material storage, internal access aisle, and material-handling area.
Figure SP-4	Interior of Facility - Receiving / Loadout Area and Fire/Egress Features	Interior view showing the roll-up receiving/loadout door, indoor aisle, fire extinguisher, exit door, and containerized storage area.
Figure SP-5	Interior of Facility – Material Storage Area	Interior view showing equipment (forklift) and material Storage Area

Figure SP-1. Aerial View of Facility

Aerial view of 413 Max Court, Henderson, Nevada 89011, showing the facility within the larger commercial/industrial center.

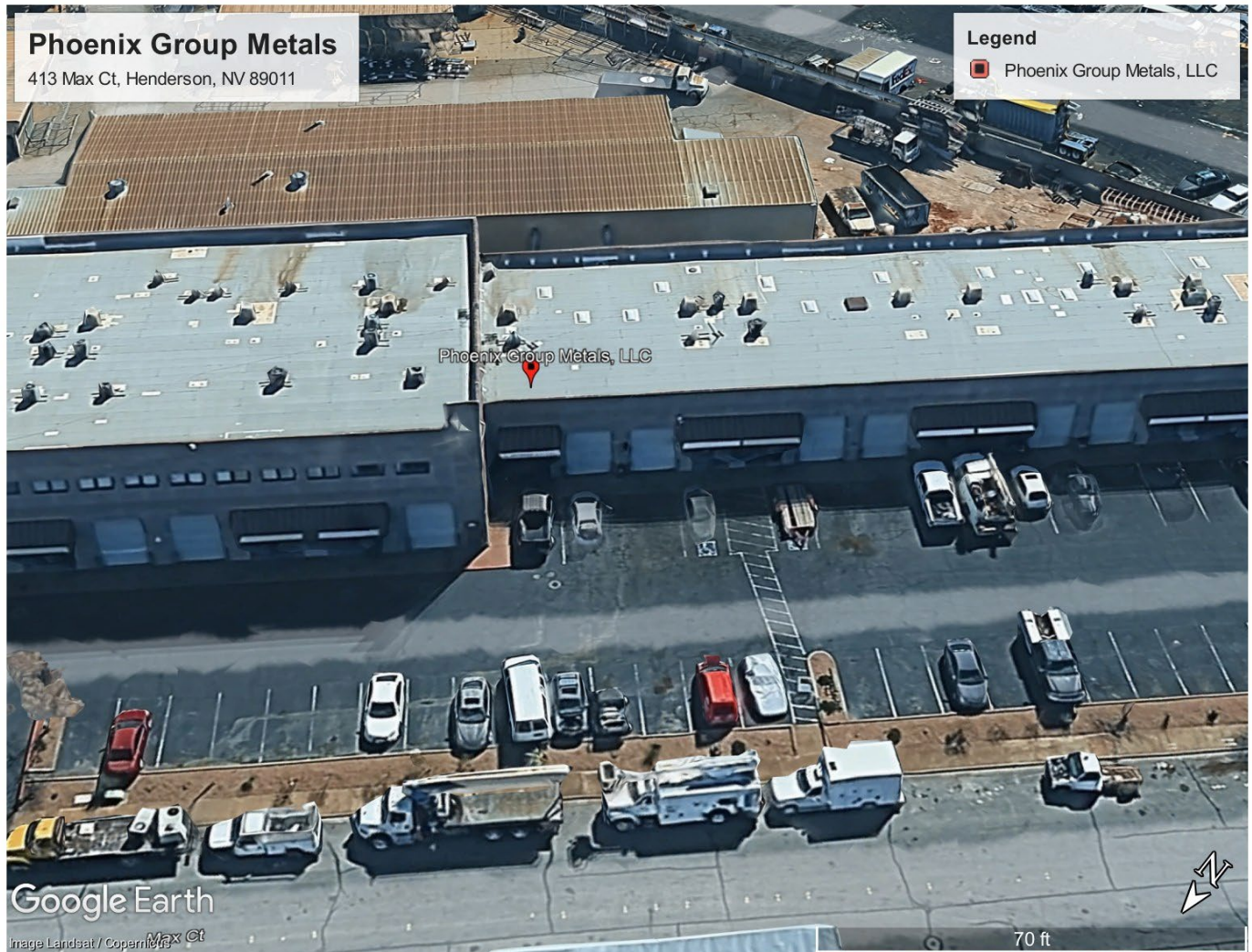


Figure SP-1. Aerial View of Facility

Figure SP-2. Street View of Facility Main Entrance / Site Access

Street-view image showing the facility frontage and shared paved access area. The site exit uses the same shared paved access area; no separate site exit is proposed.



Figure SP-2. Street View of Facility Main Entrance / Site Access

Figure SP-3. Interior of Facility - Storage and Material Management Area

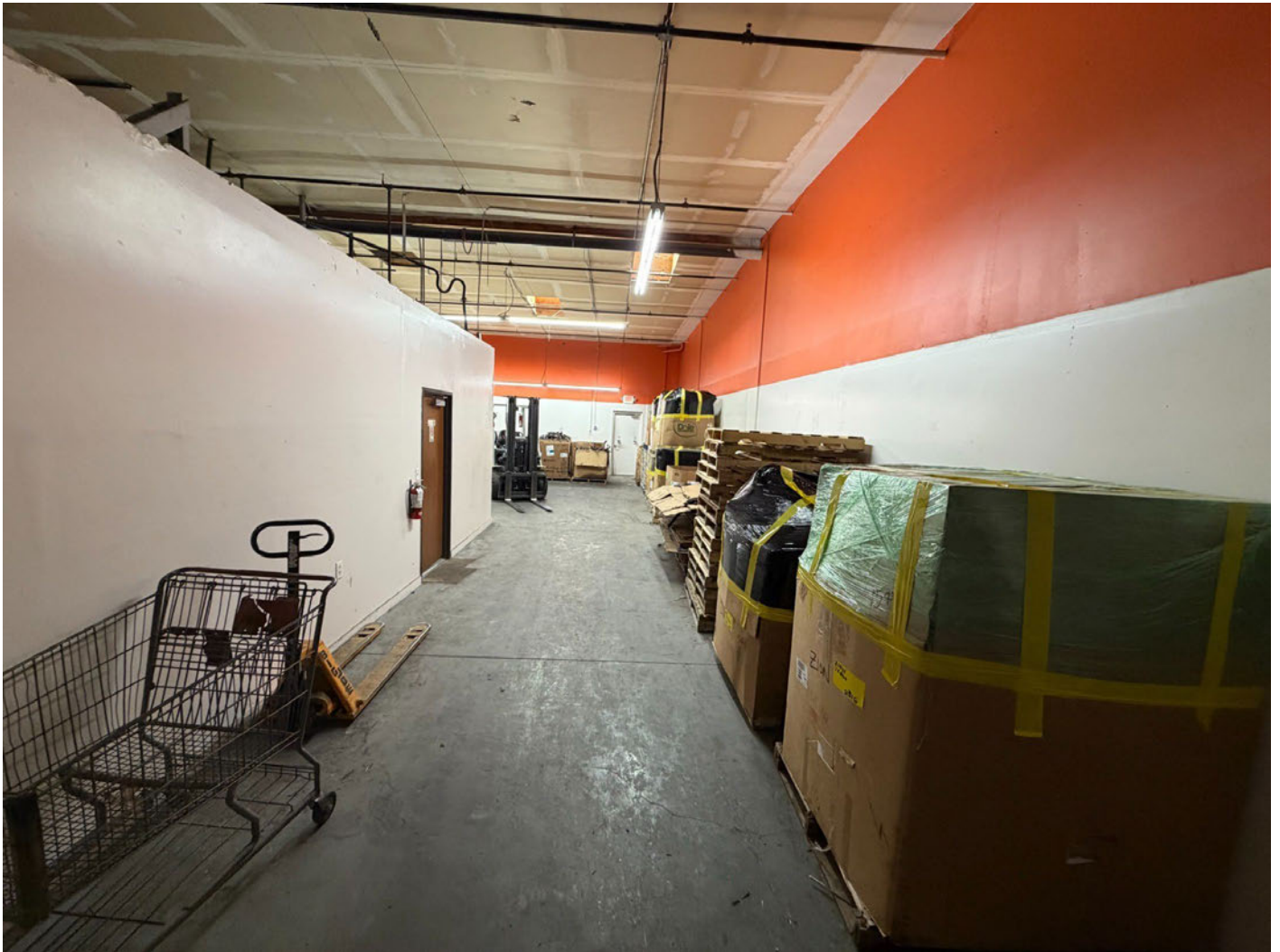


Figure SP-3. Interior of Facility - Storage and Material Management Area

Figure SP-4. Interior of Facility - Receiving / Loadout Area and Fire/Egress Features

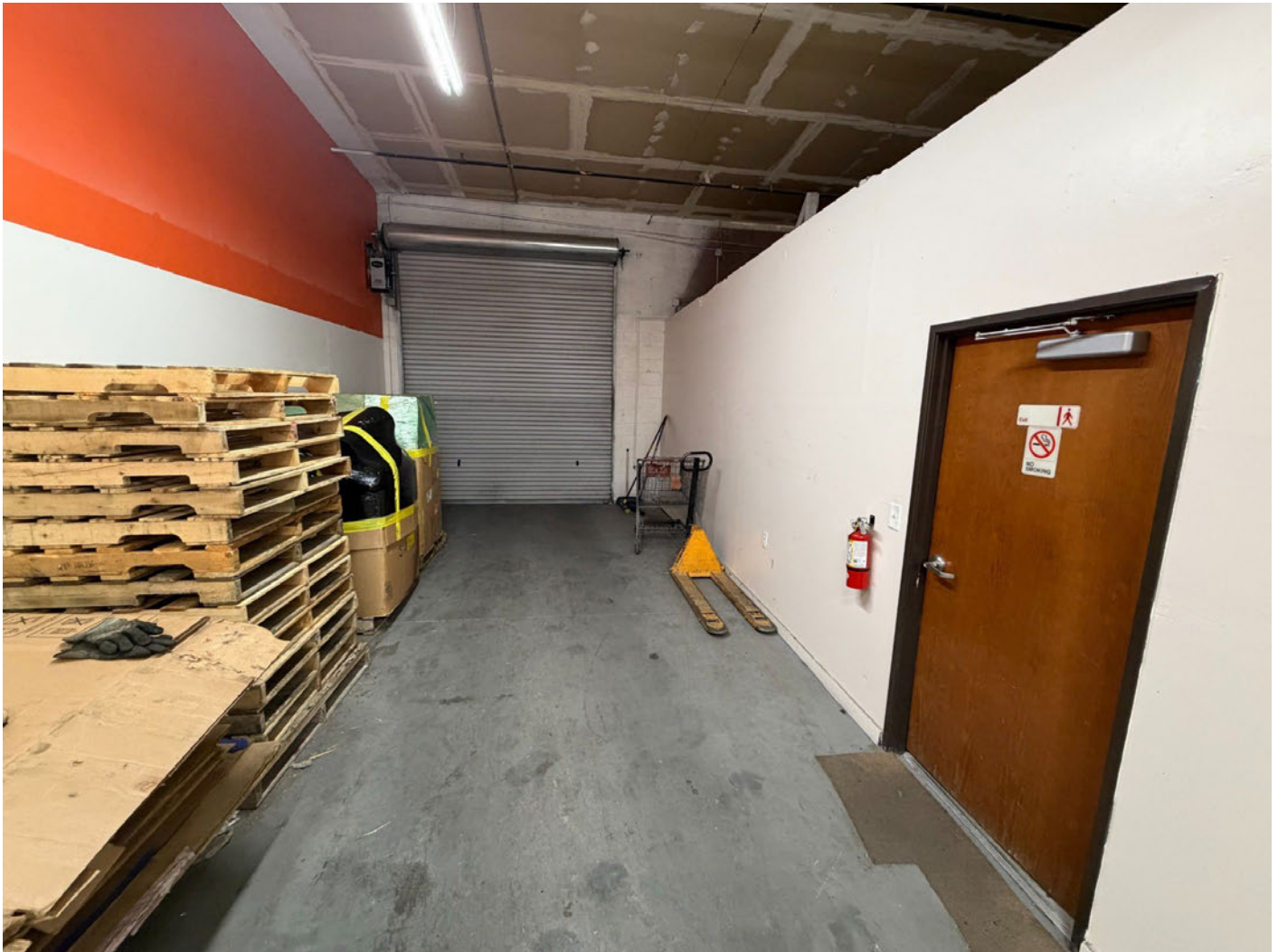


Figure SP-4. Interior of Facility - Receiving / Loadout Area and Fire/Egress Features

Figure SP-5. Interior of Facility – Material Storage Area



Figure SP-5. Interior of Facility – Material Storage Area



DESIGN REPORT
For
PHOENIX GROUP METALS LLC
RECYCLING CENTER

413 Max Court
Henderson, NV 89011
APN 178-01-413-003
(602) 258-6500

Prepared by:
BALOVA ENGINEERING
7495 West Azure Drive, Suite 140
Las Vegas, NV 89130



July 2026

Section 1: Facility information

Facility owner and operator	Phoenix Group Metals, LLC [REDACTED] Jacob Tharp (Manager) [REDACTED] Property Owner L.V. Boyd Properties, LLC 702-683-1801
Facility hours	8:00 a.m. to 4:00 p.m. Monday through Friday or as posted Not open to the Public
Materials accepted	Catalytic Converters (intact) Oxygen Sensors Aluminum Rims Intact Exhaust Sections
Fees	No fees are charged for material accepted
Open to the Public/hours	Not open to the Public
Area served	The facility will normally serve commercial suppliers of catalytic converters, automotive cores, and related source-separated automotive commodities from Nevada and surrounding market areas.

Section 2: Facility Control

The facility will have the following provisions for controlling vehicular traffic:

1. The facility will post informational signs identifying the facility name, facility operator, responsible person, and emergency telephone number, hours of operation, accepted and excluded materials, and that the facility is not open to public drop-off, as shown on Sheet PFD attached in part 2 of this submittal.

The Sheet PFD shows traffic routing inside and around the facility.

The facility will have the following provisions for controlling access to the facility as to time of use and as to those authorized to use the site to prevent unauthorized vehicular traffic and illegal dumping:

1. Security cameras
2. Roll-up doors for the waste management building.

PHOENIX GROUP METALS, LLC
DESIGN REPORT

Section 3: Management Areas

Section 3.1: Areas of Activities

All recycling activities take place within the building, as shown on the Site Layout/Process Flow diagram in Part 2 of this submittal. There is minimal processing of received material onsite other than weighing and inventory prior to storage until transfer to the processing facility at another location.

Section 3.2: Anticipated waste types, quantities, and sources

Maximum Storage Capacity:

118 cubic yards of processed and unprocessed material

Maximum Processing Rate as determined by the facility operator, based on their estimates of monthly quantities:

0.25 tons per day

	Solid waste			Waste measurement procedures
	Category	Type	Item	
1	Metal MSW	Catalytic converters	Catalytic converters	Weighed on portable floor scales as shown on Sheet PFD. Material stored and processed in areas as shown on Sheet PFD
2	Other MSW		Oxygen sensors	Weighed on a portable floor scale. Material stored and processed in areas as shown on Sheet PFD
3	Metal MSW	Automotive parts	Aluminum rims, Intact exhaust sections	Weighed on a portable floor scale. Material stored and processed in areas as shown on Sheet PFD

**PHOENIX GROUP METALS, LLC
DESIGN REPORT**

Section 4: Environmental Controls

Section 4.1: Air Control

The facility will have no emission-generating process. Accepted material is received intact and stored indoors; it is not cut, crushed, ground, shredded, opened, cleaned, or otherwise processed at this location. Because the operation is limited to indoor storage and shipment, no notable dust or process-derived air emissions are expected from normal operations.

No air quality approval or permit is required for the described operation. Routine housekeeping will be performed as needed to maintain the indoor receiving, storage, and staging areas in a clean condition.

Section 4.2: Fire Control

The facility will have the following provisions for preventing and controlling fires:

1. The building is fully sprinklered
2. Fire extinguishers and fire hydrants at the locations shown on Sheet PFD. Fire extinguishers will be maintained in accessible locations, smoking will be prohibited, and access aisles and emergency egress routes will be kept clear during routine operations.
3. The nearest Henderson Fire Department station is Station 86, located approximately 0.7 miles from the facility at 1996 E. Galleria Drive, Henderson, Nevada 89011.
4. The facility will maintain fire prevention and response measures consistent with applicable fire code requirements and the City of Henderson Fire Safety Division Operational Fire Permit issued for the facility, Permit No. FREN2025367116, valid through November 30, 2027. Copies of the latest permits are available in Section 3 of this submittal.

Section 4.3: Pollution Control

There will be no liquid pollutants or contaminants associated with the recycled material. There will be no outdoor storage of material. All processing and storage will take place inside the building.

There will be no industrial discharge to the municipal sewer system. The stormwater drainage patterns are away from the building.

Section 4.4 Storm Water Control

Wastes managed by the facility will not include any pollutants. All recycling activities take place within the facility with no potential exposure to stormwater.

Section 4.5: Litter Control

The facility will have the following provisions for controlling litter (i.e., collecting scattered lightweight debris and cleaning the facility):

1. Indoor waste storage with indoor processing areas.

PHOENIX GROUP METALS, LLC
DESIGN REPORT

2. Waste storage containers constructed of durable, watertight materials.
3. The area that will be utilized on the site is completely paved. The area will be swept and mopped daily as necessary to maintain a dust-free facility.

Section 4.6: Odor Control

The source-separated recyclable materials involved do not produce any biological odors. Dust and litter will be swept daily manually with brooms and mops and disposed of in trash bins.

Section 4.7: Vector Control

Wastes managed by the facility will not include any putrescible waste.

The facility will follow the best management practices to prevent rodent infestations and to clean up after rodents. This includes (a) eliminating any nesting materials, (b) preventing rodents from entering storage rooms and employee facilities by sealing all openings greater than a quarter of an inch, and (c) using wet cleaning methods involving a 10% bleach solution (1 and a half cups of household bleach per gallon of water, or 1-part bleach to nine parts water) or equivalent solution to remove rodent droppings and urine.

Standing water will not be allowed to remain for more than 72 hours at any time to help minimize mosquito breeding.

Section 5:

N/A

The process flow diagram/site plan may be found under Part 2 of the submittal.

Phoenix Group Metals. LLC.
Operating Plan

SECTION 1: FACILITY

Basic facility information	Phoenix Group Metals. LLC. 413 Max Court Henderson, NV 89011 Tel. 602-258-6500 APN: 17801413003
Contact person	Jacob Tharp Phoenix Group Metals. LLC. 413 Max Court Henderson, NV 89011 [REDACTED] [REDACTED]
Facility hours	8:00 a.m. to 4:00 p.m. Monday through Friday or as posted Not open to the public.

The quantity of waste accepted by the facility will be limited to ensure that the facility will not exceed the storage capacities of the facility for unprocessed waste and the processing capacities of the facility. Processed waste will be removed from the facility with enough frequency to ensure that the facility will not exceed the storage capacity of the facility for processed waste. The material is received at the facility, logged, inventoried, verified and placed in bins or gaylord boxes. It will be weighed on floor scales and then loaded on a transport trailer for further processing at the target destination. All material handling will take place within the facility other than the final loading on the transport trailer. Material will be transported when sufficient quantities accumulate, but generally at least monthly.

The facility is expected to remain in operation indefinitely

SECTION 2: EQUIPMENT

SECTION 2.1: EQUIPMENT LIST

The Equipment List as initially submitted in Part 2 is the most current list of equipment used for waste management. Any changes in equipment will be submitted to the SNHD prior to the change. The facility will comply with all applicable SNHD SWMA regulations.

SECTION 2.2: EQUIPMENT MAINTENANCE

Equipment will be inspected daily to ensure it is in good condition. Preventive maintenance of processing equipment will be carried out daily and as necessary. In the event of an equipment breakdown, the equipment will be repaired promptly, and substitute equipment will be obtained as needed by contacting

Phoenix Group Metals, LLC.
Operating Plan

an external repair facility. There will be no vehicle maintenance done onsite. If maintenance is done, the facility will comply with SNHD's SWMA chapter 4-3 regulations.

SECTION 3: TYPES OF WASTE

SECTION 3.1: ACCEPTED WASTES

Information regarding wastes managed by the facility is presented in the following table

	Category	Type	Item			Source								Conditions of acceptance	Waste management method			
						Generator				Origin		Transporter						
1	Metal MSW	Catalytic converters	Catalytic converters,	x	450 lbs.	x		x		x	x	x	x	Source separated and sorted,		x		
2	Other MSW		Oxygen sensors	x	1 lbs.	x		x		x	x	x	x	Source separated and sorted		x		
3	Metal MSW	Automotive parts	Aluminum Rims intact exhaust sections	x	49 Lbs.	x		x		x	x	x	x	Source separated and sorted		x		

Phoenix Group Metals. LLC.
Operating Plan

This will provide a total of 0.25 tons of waste/recyclable material processed a day. All material will be weighed on a portable floor scale as shown on the site plan/equipment list. If quantities require, metals associated with the Catalytic converters will be weighed on an offsite commercial truck scale.

SECTION 3.2: PROHIBITED WASTES

Employees will receive training upon initial assignments to the facility and annually thereafter on the procedures for detecting and rejecting prohibited waste and for handling any prohibited waste that was inadvertently accepted.

All waste loads will be inspected at the facility prior to acceptance by the facility. If any prohibited waste is discovered during load inspection, the waste will be rejected, the customer will be directed to transport the waste to the designated destination for the waste, and SNHD will be notified by the next working day via a rejected load form in a format specified by SNHD.

If it is discovered that any prohibited waste has been inadvertently accepted, the facility will use the best management practices for handling the waste and will arrange for the transportation of the waste by the designated transporter for the waste to the designated destination for the waste within one week.

An accurate record of any rejection or inadvertent receipt of prohibited waste will be maintained at the facility.

Information regarding prohibited waste is presented in the following table:

	Prohibited waste	Destination	Transporter of inadvertently accepted waste
1	Asbestos waste	Apex Regional Landfill 13550 N Highway 93, Las Vegas, NV 89165	Environmental Technologies of Nevada
2	Hazardous waste	Safety-Kleen Systems, Inc. EPA ID# NVR000066837 4582 Donovan Way, North Las Vegas, NV 89081 H2O Environmental Incorporated 4435 E. Colton Ave #101. Las Vegas NV 89115 (702)396-4148	Same as destination
3	PCB waste	Safety-Kleen Systems, Inc. EPA ID# NVR000066837 4582 Donovan Way, North Las Vegas, NV 89081	Safety-Kleen Systems, Inc. EPA ID# NVR000066837

Phoenix Group Metals. LLC.
Operating Plan

4	Radioactive waste	US Ecology Washington, Inc. 1777 Terminal Drive, Suite A, Richland, WA 99354 509-377-2411	Contact US Ecology directly to arrange transport. 800-239-3943
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SECTION 3.3: WASTE CHARACTERIZATION

The facility will not recover any CESQG (conditionally exempt small quantity generator) waste, SQG (small quantity generator) waste, or LQG (large quantity generator) waste.

No decanning of the converters will take place onsite which minimizes exposure of staff to any hazardous materials.

SECTION 3.4: WASTE TRANSPORTATION

The waste metals will be transported to this location by either a company vehicle, or licensed commercial vehicle. The waste metals will be transported from the site to the processing site via commercial haulers or company owned licensed tractor trailers. Material loads will be weighed on receipt on a commercial floor scale. While the facility isn't anticipated to receive putrescible material, if received it will be collected and transported for disposal within 24 hours.

Any residual waste will be collected in a container supplied by an SNHD permitted entity to transport said waste to an approved landfill facility.

SECTION 4: CONTINGENCY PLANS

The Emergency Response Coordinator will be responsible for ensuring compliance by all employees with the emergency response procedures, ensuring training of all employees in the facility's emergency response plan, and recording of all information required in the event of an emergency. The facility Manager shall be required to carry a cellular phone.

Employees will receive training upon initial assignment to the facility and annually thereafter on the procedures for preventing and controlling emergencies such as fires, floods, and pollution. Documentation of training should be maintained onsite.

If an emergency occurs:

1. All employees, if present, will evacuate the facility as per the emergency escape plan as posted. The onsite manager will verify that everybody was safely evacuated.
2. The Manager will call 911.
3. All traffic in the parking lot or loading areas will be immediately directed to vacate the property to ensure maximum space for emergency response vehicles.
4. The Manager shall be responsible for providing the required notification and reports to SNHD and other authorities as soon as possible.
5. The Manager shall document the event including the nature of the event, the adequacy of employee responses, the response of emergency response authorities, and any witness

Phoenix Group Metals. LLC.
Operating Plan

statements. The manager shall compile the reports together with an assessment of damages, if any.

If the facility cannot be used as planned, customers will be directed to the nearest solid waste management facility.

An accurate record of employee training and any emergencies or unusual events will be maintained at the facility for at least three years. The SNHD will be notified on the next business day of any emergencies or unusual events that occur at the recycling center.

In the event of an incipient stage fire at the facility, employees will use a fire extinguisher to extinguish the fire. If a fire at the facility grows beyond the incipient stage, 911 will be called for assistance. Fire extinguishers will be placed in easily accessible areas and employees will be trained to use them. All fires will be reported to the City of Henderson Fire Department upon discovery. Material stockpiles will conform to the City Henderson Fire Department and Uniform Fire Codes. There are no flammable liquids stored in the materials receiving, processing and storage areas.

SECTION 5: OPERATING RECORDS

The facility will comply with the requirements of SWMA Chapter 2-5.03. A recycling measurement survey form will be required to be completed and submitted to NDEP by February 15 of each year to report the previous calendar year's reportable quantities. The forms will be supplied to the facility.

Closure Plan
Phoenix Group Metals, LLC

The owner of the facility will notify the Southern Nevada Health District (SNHD) in writing at least 90 days before beginning closure of the facility. The owner will also notify all generators and haulers of wastes managed by the facility both by phone where possible, and in writing, that the facility will not accept any solid waste after the designated closing date.

The Owner or designated Operator shall, within 30 days after receiving the final shipment of solid waste, remove all remaining solid/liquid waste, litter and inoperable equipment, in accordance with the plan for closure of the facility. All putrescible waste (if any) will be removed within 24 hours of receipt of the notice of closure.

The Owner/Operator will remove up to **118 cubic yards** (permitted capacity) of solid/liquid waste and transport said waste to an approved Class I, II, or III receiving facility (approved by the Southern Nevada Health District). The Closure Cost document is based solely on the estimate to load, transport and dispose of the solid waste in question. The estimate does not consider the resale value of the equipment or material onsite at the facility, located at 413 Max Court, Henderson NV 89011

Following disposal of the solid waste onsite, the Owner/Operator will clean the site to in accordance with normal standards required by the SNHD.

Following the completion of closure activities, the operator will notify SNHD to arrange for a final inspection of the facility in order to permit SNHD to verify successful completion of closure.

2026 Annual Cost of Closure Estimate

Facility Information:

Facility Name:	Phoenix Group Metals, LLC
Facility Address:	413 Max Court, Henderson, Nevada 89011
Permit#:	
Contact:	Jacob Tharp
Email:	

The cost of closure estimate must be sufficient to cover the cost of closing the facility including the removal, hauling, and proper disposal to a Class I, II, or III Landfill for the maximum solid waste storage capacity for which each facility is permitted to manage.

Special Wastes/Waste Characterizations:

Costs associated with conducting a waste characterization (TCLP), disposal or processing of special handling waste streams (universal wastes, household hazardous wastes, hazardous residual wastes, etc.), or any other wastes that are unable to be disposed in a Class I, II, or III landfill due to land disposal restrictions must be included in the "Other" row(s).

The cost of closure estimate may not consider the resale value of equipment or other materials at the facility. Please note, the cost of closure estimate and/or its update do not need to be prepared by a third party.

Cost of Closure Estimate:

Permitted Storage Capacity:	118 Cubic Yards
Labor Cost:	
Transportation Cost:	
Disposal Cost at a Class I, II, or III Landfill:	
Other (Specify):	
Other (Specify):	
Other (Specify):	
Total:	

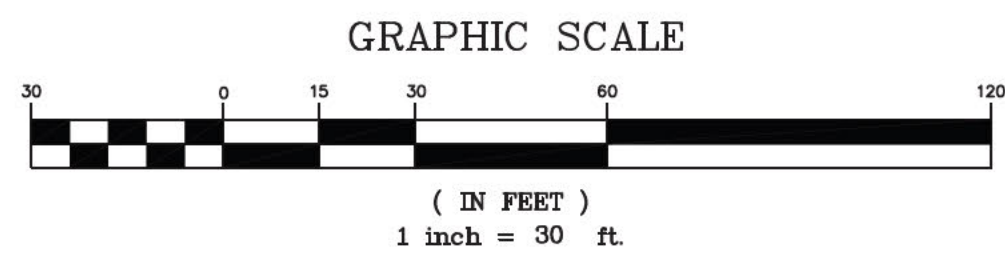
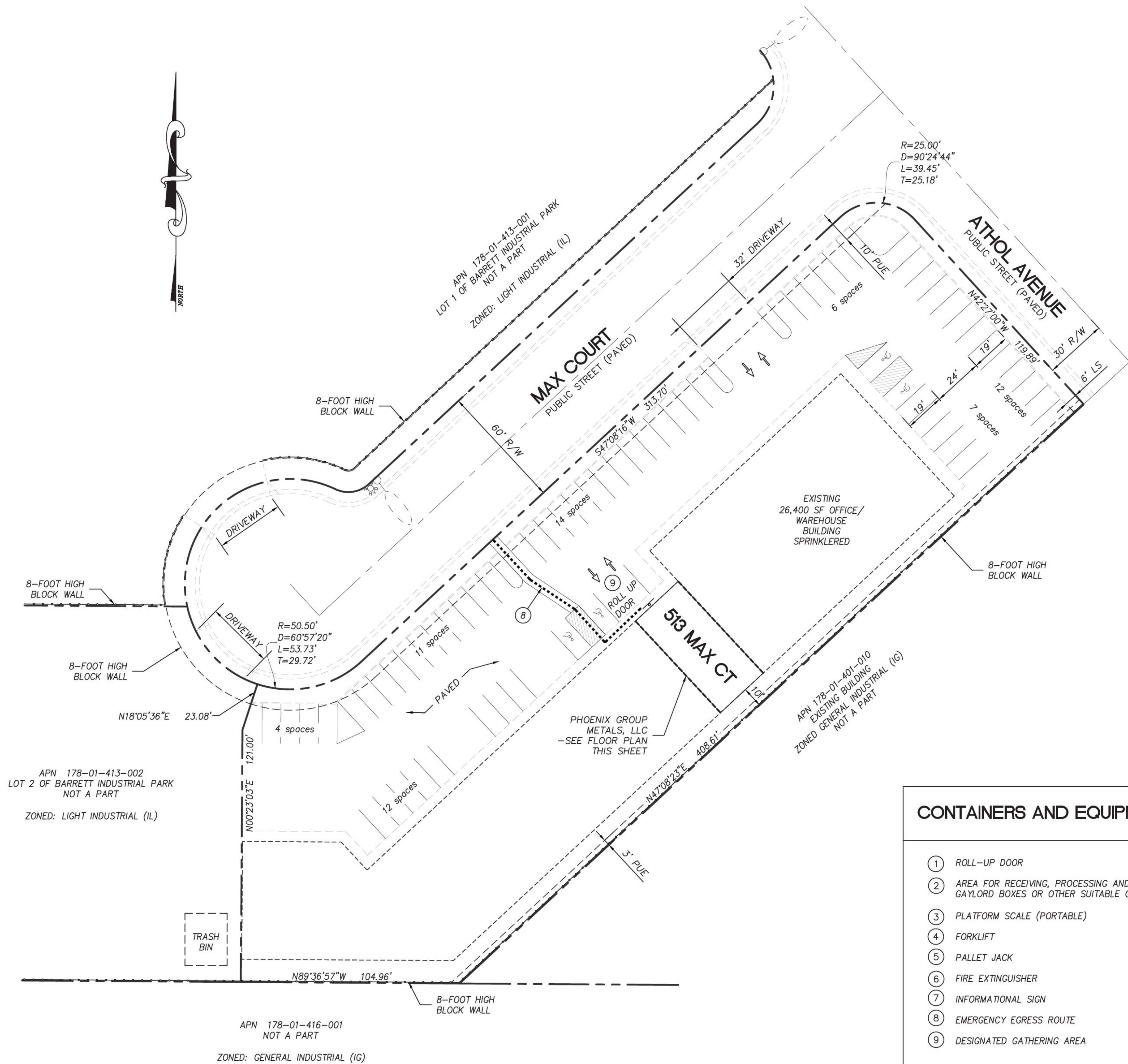
Certification:

I hereby certify that the costs represented in this cost of closure estimate are an accurate reflection of the current market to the best of my knowledge.

Print: Jacob Tharp

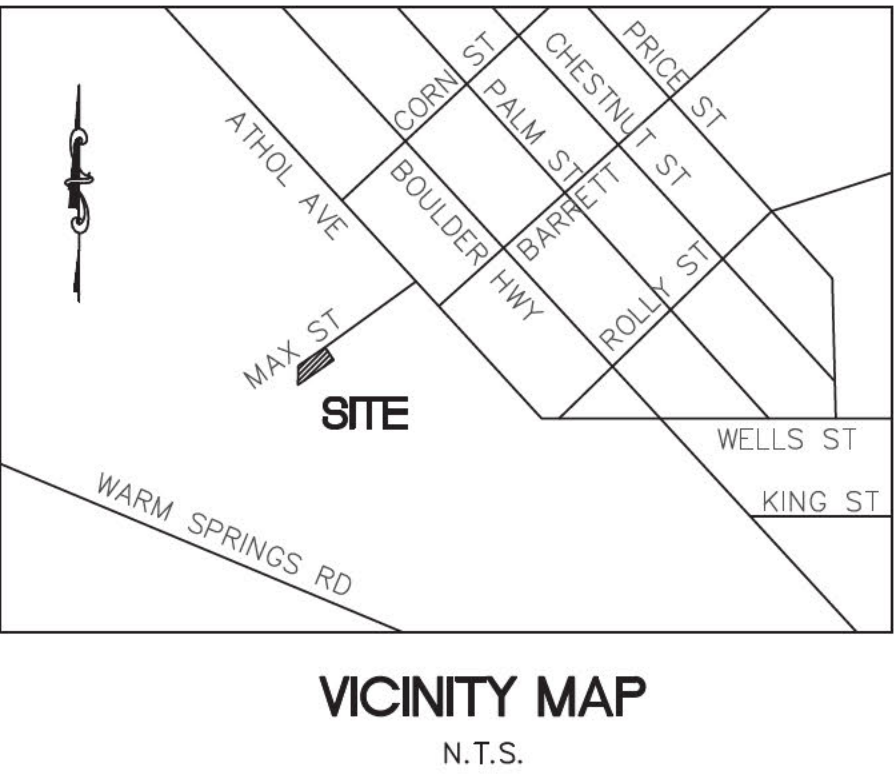
Date: May 18, 2026





LEGEND

- PROPERTY/RIGHT-OF-WAY LINE
- STREET CENTERLINE
- PUBLIC UTILITY EASEMENT LINE (PUE)
- BLOCK WALL
- CURB AND GUTTER
- BUILDING
- ASSESSOR'S PARCEL NUMBER
- RIGHT OF WAY SQUARE FEET
- STREETLIGHT
- SIGN



LEGAL DESCRIPTION
A PORTION OF LOT 3 OF BARRETT INDUSTRIAL PARK TRACT, AS SHOWN IN BOOK 81 OF PLATS, PAGE 80, LOCATED IN THE S 1/2 OF THE SW 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 62 EAST M.D.M., CLARK COUNTY, NEVADA.

FACILITY OPERATOR
PHOENIX GROUP METALS, LLC
9100 Henri-Bourassa East
Montreal, QC, H1E 2S4, CANADA

PROPERTY OWNER
LV BOYD PROPERTIES, LLC
1353 E. GEMINI STREET
FORT MOHAVE, AZ 86426

BASIS OF BEARINGS
N 42°27'00" W - BEING THE CENTERLINE OF MAX COURT, AS SHOWN IN BOOK 81 OF PLATS, PAGE 80, IN THE CLARK COUNTY, NEVADA RECORDERS OFFICE.

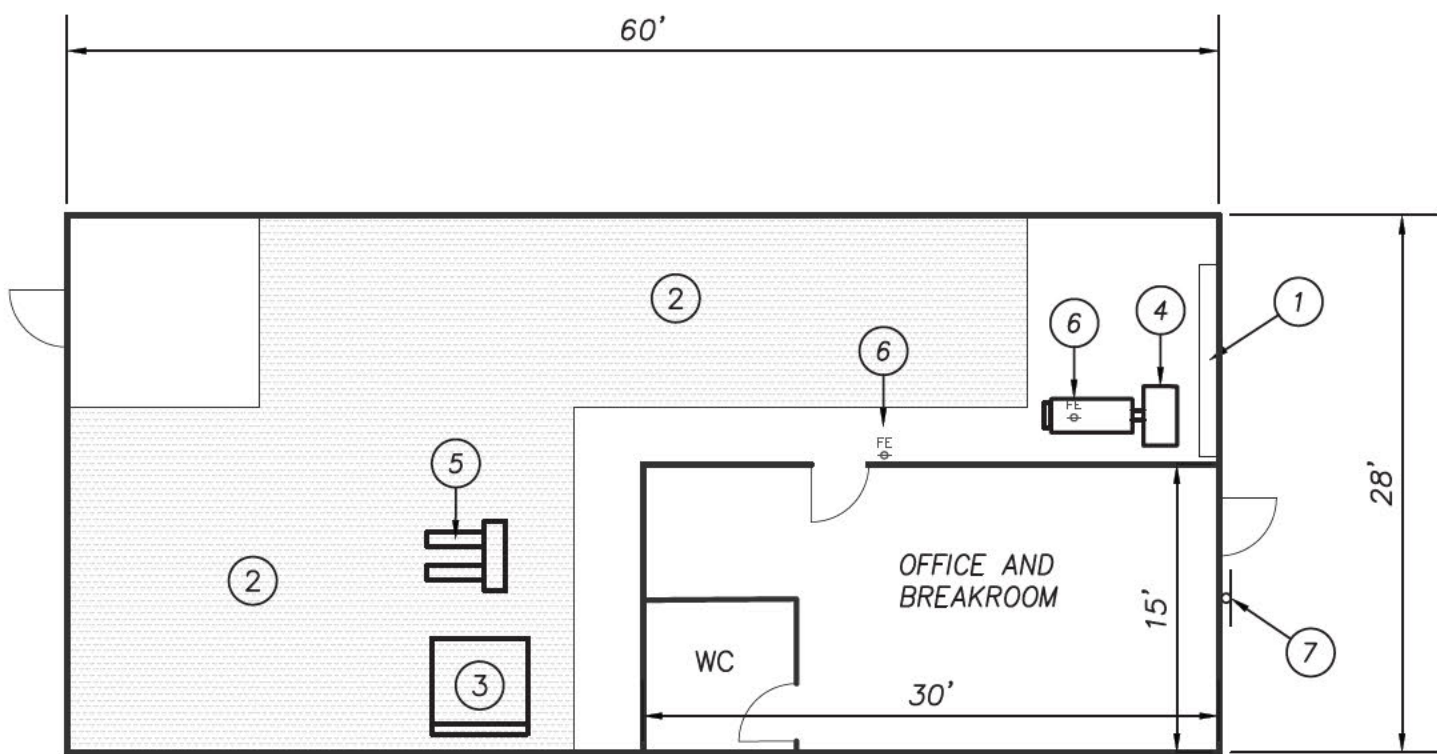
FLOOD ZONE DESIGNATION
THE SUBJECT SITE IS LOCATED IN A FLOOD ZONE DESIGNATED "ZONE X", DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA FIRM MAP NO. 32003C2595 F, DATED NOVEMBER 16, 2011

CONTAINERS AND EQUIPMENT

- 1 ROLL-UP DOOR
- 2 AREA FOR RECEIVING, PROCESSING AND STORAGE IN GAYLORD BOXES OR OTHER SUITABLE CONTAINERS
- 3 PLATFORM SCALE (PORTABLE)
- 4 FORKLIFT
- 5 PALLET JACK
- 6 FIRE EXTINGUISHER
- 7 INFORMATIONAL SIGN
- 8 EMERGENCY EGRESS ROUTE
- 9 DESIGNATED GATHERING AREA

FLOOR PLAN

SCALE:
1"=10'



AREA:

OFFICE/BREAK ROOM AREA: 450 SF
TOTAL LEASED AREA: 1,695 SF

**PHOENIX METAL GROUP
PROCESS FLOW DIAGRAM**

413 MAX CT
HENDERSON, NV 89011

DESIGNED BY : PB
CHECKED BY : PB
DATE : 07/30/26
JOB # : 26-PHOENIX
APN : 178-01-413-003
SECT 1 T 22SR 62E
SCALE : HORIZ 1" = 30'



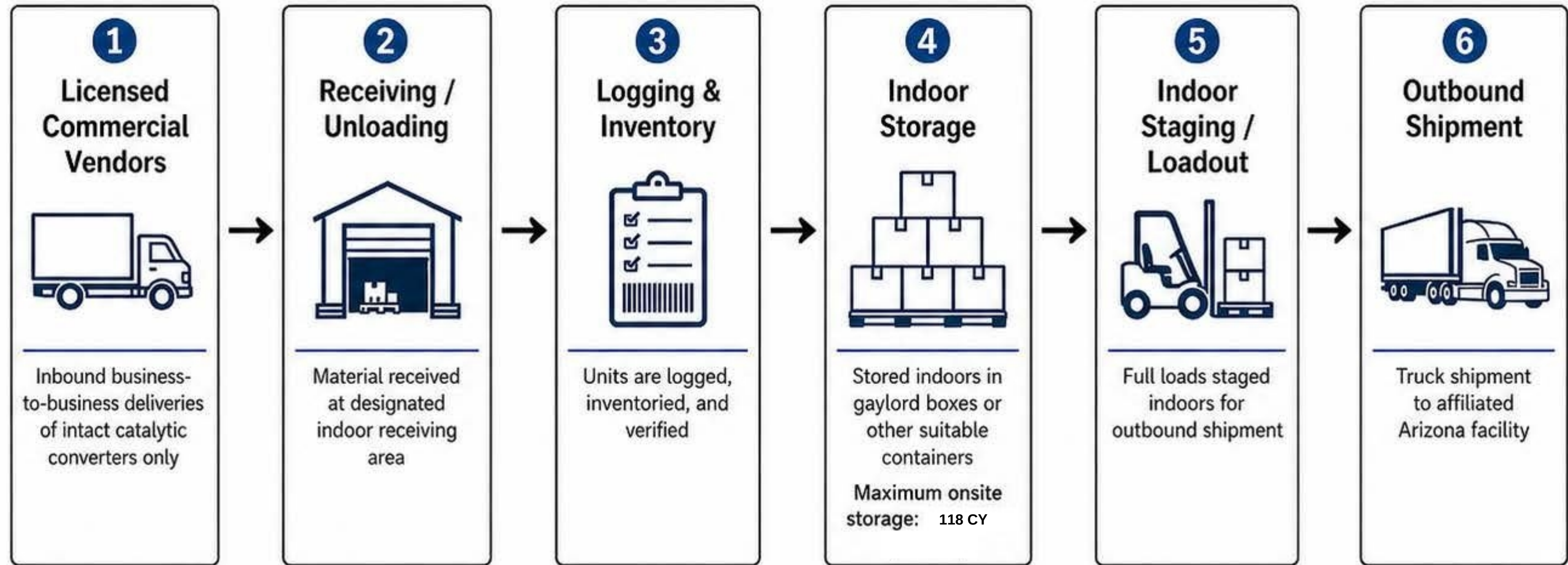
SHEET #

PFD

1 OF 1

Phoenix Group Metals, LLC – Henderson Recycling Center

Process Flow Diagram – Indoor Catalytic Converter Storage and Shipment Facility

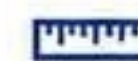


OPERATIONAL NOTES

- No onsite processing
- No cutting, draining, decanning, dismantling, cleaning, sampling, grinding, or precious metal recovery
- No outdoor storage
- No public drop-off or walk-in transactions
- All handling, storage, staging, and loadout occur indoors



FACILITY SUMMARY



Facility area: 1,695 square feet



Employees: 2



Material accepted: intact catalytic converters from licensed commercial vendors

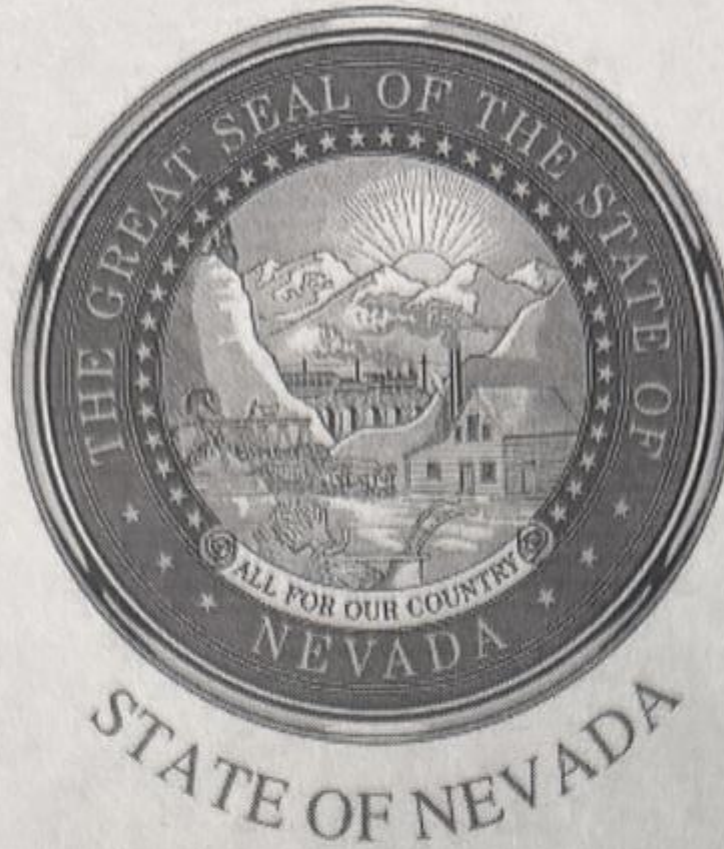


Facility type: indoor consolidation and shipment node

PHOENIX GROUP METALS, LLC EQUIPMENT LIST

1. 1 UniCarriers PF60 forklift
2. 1 Commercial floor scale
3. Various sized bins and gaylord boxes

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

Phoenix Group Metals, LLC

Nevada Business Identification # NV20253460312

Expiration Date: 10/31/2026

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 10/20/2025.



FV Aguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202510206193670

You may verify this certificate
online at <https://www.nvsilverflume.gov/home>



City of Henderson Finance Department
Business License Division
240 S Water Street
Henderson, NV 89015
702-267-1730

License #: 2025334191

Phoenix Group Metals, LLC
DBA: Phoenix Group Metals, LLC
3103 W Lincoln St
Phoenix, AZ 85004

BUSINESS LICENSE
CITY OF HENDERSON, NEVADA

Expiration: 09/30/2026
License Type/#: Secondhand Dealer/2025334191
License Sub-Type: Category E

Business Name (DBA): Phoenix Group Metals, LLC
Business Location: 413 Max Ct
Henderson, Nevada 89011

A Place To Call Home

J. Nikki Goodman
SUPERVISING BUSINESS LICENSE TECHNICIAN



STATE OF NEVADA USE TAX PERMIT
Department of Taxation

Account ID: **USE-0000-3627-1145**
Location ID: **000-036-271-145-002**
Issued: **November 07, 2025**

PHOENIX GROUP METALS
3103 W LINCOLN ST BLDG 3103
PHOENIX AZ 85009-5624

THIS PERMIT:
IS NOT TRANSFERABLE TO ANY OTHER PERSON.
IS VOID IF ALTERED.
IS NOT ISSUED IN LIEU OF ANY LOCALLY
REQUIRED BUSINESS LICENSE, PERMIT OR
REGISTRATION.

*Is registered as a Consumer and not authorized to make
purchases for resale.*

Permit Location:
PHOENIX GROUP METALS
413 MAX CT
HENDERSON NV 89011-4049

MUST BE DISPLAYED IN PUBLIC VIEW AT PERMIT LOCATION

(Detach Here)

Attached is your Nevada Consumer Use Tax Permit.

Please use your Account ID for all correspondence or telephone calls to the Department.

Based on the estimated monthly taxable receipts you provided, your filing frequency will be Annual.

As stated on the application, your business start date is October 24, 2025, making your first remittance due on or before February 02, 2026.

The Department of Taxation is providing businesses with the ability to view and manage their accounts via the internet through its interactive website, My Nevada Tax, located at MyNVTax.nv.gov/TAP. Businesses can file tax returns, make payments, and view financials associated with their Use Tax.

A business must first register and receive a username and password before My Nevada Tax will allow access to view and manage accounts. If you are already registered to use My Nevada Tax, this tax type will be added to your existing account.

The Nevada Consumer Use Tax Permit has been issued pursuant to an application duly filed and payment of prescribed fees. This Consumer Use Tax Permit is subject to the provisions of Nevada Revised Statutes 372, 374, and 377. This Consumer Use Tax Permit shall be considered valid unless canceled, suspended or revoked for good cause in accordance with Title 32.

DISTRICT OFFICE LOCATION

CARSON CITY OFFICE
3850 Arrowhead Dr., Carson City,
Nevada 89706
(775) 684-2000

RENO OFFICE
9850 Double R Blvd, Suite 101
Reno, NV 89521
(775) 687-9999

LAS VEGAS OFFICE
700 E. Warm Springs Rd, Suite 200
Las Vegas, Nevada 89119
(702) 486-2300

In the event of an address change, please notify the Department of Taxation immediately in order to direct any correspondence to your new address.



City of Henderson
Building & Fire Safety Division
P.O. Box 95050
Henderson, Nevada 89009-5050
(702) 267-3930
(702) 267-3931 FAX

**CITY OF HENDERSON
FIRE SAFETY DIVISION
Operational Fire
Permit**

Phoenix Group Metals LLC
413 MAX CT
HENDERSON, NV 89011

Permit Location
413 MAX CT
HENDERSON, NV 89011

Tracking Number: FREN2025367116

Having made application in due form and having been found to be in sufficient compliance with the applicable codes and ordinances and/or standards, the City of Henderson Fire Safety Division accepts said permit application. Therefore, a permit has been issued for the following:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>
Square Footage of Business	1695	Units

PERMITS are issued contingent upon compliance with the provisions of the Henderson Municipal Code.

Issuance of PERMITS does not preclude compliance with any other license or permit required by law, nor does the issuance of PERMITS authorize the violation of Fire Codes, Building Codes, Ordinances or State Law. This permit is valid for the above-mentioned address only and is not transferable. Any change in the use of the occupancy of the above-mentioned location shall require a new permit.

This permit is valid through 11/30/2027

Issued by

THIS PERMIT MUST AT ALL TIMES BE KEPT POSTED AT THE PERMIT LOCATION