



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** October 28, 2021

RE: *Approve Lease Agreement between 2830 Fremont, LLC and Southern Nevada Health District*

PETITION #14-22

That the Southern Nevada District Board of Health *approves the Lease Agreement with 2830 Fremont, LLC*

PETITIONERS:

Sean Beckham, Facilities Manager *SB*
Fermin Leguen, MD, MPH District Health Officer *FL*

DISCUSSION:

The Health District proposes to lease 26,000 square feet at 2830 Fremont Street Las Vegas, NV 89104. The newly constructed building will serve as the new SNHD East Las Vegas location. Services from the current East Las Vegas and 333 Rancho will be moved to the new location. Landlord has agreed to pay \$60 per square foot of the tenant improvement totaling \$1,560,000.00. SNHD will be responsible for the remaining \$25.72 per square foot totaling \$668,720.

FUNDING:

\$49,400 per month including CAM. Lease term is 15 years.

MEDICAL OFFICE LEASE

LANDLORD:

**2830 Fremont LLC
a Nevada Limited Liability Company**

**c/o Bentar
7641 W. Post Road
Las Vegas, Nevada 89113
Attn: ChiChi Benchochea
702-366-1605
chichib@bentar.com**

and

TENANT:

**SOUTHERN NEVADA HEALTH DISTRICT
a Political Subdivision of the State of Nevada**

MAILING ADDRESS:

**280 S. Decatur Blvd.
Las Vegas, Nevada 89107**

PROPERTY:

**2830 Fremont Street
Las Vegas, Nevada 89104**

EFFECTIVE DATE OF LEASE: October 1, 2021

LEASE SUMMARY UPON EXECUTION

1.	TENANT NAME	SOUTHERN NEVADA HEALTH DISTRICT, a Political Subdivision of the State of Nevada
2.	TENANT ADDRESS	280 S. Decatur Blvd., Las Vegas, Nevada 89107.
3.	BUILDING / SUITE	2830 Fremont St., Las Vegas, NV 89104.
4.	EFFECTIVE DATE OF LEASE	October 1, 2021
5.	RENT COMMENCEMENT	April 1, 2022.
6.	LEASE COMMENCEMENT	April 1, 2022.
7.	EXPIRATION OF LEASE	March 30, 2037.
8.	COOPERATING BROKER NAME	MDL Group.
9.	T.I. DRAWINGS APPROVED	TBD
10.	SIGN DRAWINGS APPROVED	TBD.
11.	NOTICE OF SUBSTANTIAL COMPLETION	TBD
12.	TENANT WALK-THRU	Upon completion of Tenant Improvements agreed upon by Landlord and Tenant.
13.	REQUEST FOR ESTOPPEL	As provided.
14.	CONDITIONAL USE PERMIT APPROVED	N/A.
15.	RENT ABATEMENT PERIOD	Months #2, #3 of Year 1
16.	HVAC SERVICE CONTRACTOR	TBD.
17.	PERFORMANCE BOND	N/A
18.	LANDLORD'S CONTRACTOR	Bentar Development, Inc.
19.	GUARANTOR(S)	SOUTHERN NEVADA HEALTH DISTRICT, a Political Subdivision of the State of Nevada
20.	BUSINESS HOURS	Normal Business Hours for the Business
21.	<u>AMOUNT DUE:</u>	
A.	FIRST MONTH'S BASE RENT	\$39,000.00 (April 2022).
B.	SECURITY/DAMAGE DEPOSIT	None.
C.	FIRST MONTH'S CAM FEES	\$10,400 (\$0.40 sq. ft.)
F.	SPACE SIZE	+/- 26,000 rentable square feet
G.	LAND SIZE	+/- 2.93 acres of land zoned (C-2) General Commercial
	TOTAL DUE UPON EXECUTION OF LEASE IN THE FORM OF A CHECK MADE PAYABLE TO LANDLORD.	\$39,000 First Month's Rent plus First Month's CAM Fees Total Due: \$39,000 + \$10,400 = <u>\$49,400</u>

Initials: _____
Tenant
Landlord

LEASE

THIS LEASE is made and entered into effective on October 1, 2021 ("Effective Date") by and between 2830 Fremont L.L.C. a Nevada Limited Liability Company as ("Landlord"), and SOUTHERN NEVADA HEALTH DISTRICT, a Political Subdivision of the State of Nevada as ("Tenant"). Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by Tenant, hereby demises and Leases to Tenant, and Tenant does hereby take, accept and hire from Landlord, the premises hereinafter described for the term, at the rental and subject to and upon the terms, conditions and agreements herein set forth as follows:

ARTICLE 1

FUNDAMENTAL LEASE PROVISIONS

1.		Parties	
	(a)	Landlord:	2830 Fremont L.L.C. a Nevada Limited Liability Company
		Address for Notices:	7641 W. Post Road Las Vegas, NV 89113 Phone 702/366-1605
	(b)	Tenant:	SOUTHERN NEVADA HEALTH DISTRICT, a Political Subdivision of the State of Nevada
		Address for Notices:	Contract Administrator, Legal Dept., 280 S. Decatur Blvd., Las Vegas, Nevada 89107
		Tenant's Phone:	702-759-1000
		Fed. Employer I.D.	88-0151573
	(c)	Tenant's Trade Name:	SOUTHERN NEVADA HEALTH DISTRICT.
	(d)	Property Description:	(Exhibit "A").
	(e)	Demised Premises:	(Exhibit "A").
	(f)	Use of Premises:	Medical and office space for a local public health agency
	(g)	Initial Term:	One-hundred and eighty (180) months upon Tenant's occupancy of space (the "Initial Term").
		Renewal Term(s):	Two (2), Five (5) year options to renew lease (each, a "Renewal Term") with Mutually Agreeable Increase negotiated based on the then-current Consumer Price Index ("CPI") base rent per square foot for similar properties in similar markets, with the difference between the CPI and Tenant's Base Rent rate at time of renewal to be added to the Base Rent rate applicable to the respective Renewal Term. In no event will the Mutually Agreeable Increase effect an annual increase of more than three percent (3%).
		Lease Term:	The Initial Term, and Renewal Term(s) mutually activated by Landlord and Tenant (if any), shall collectively constitute the "Lease Term"
	(h)	Minimum Monthly Rent:	(Exhibit "E").
	(i)	Lease Commencement Date:	April 1, 2022
	(j)	Rent Commencement Date:	April 1, 2022
	(k)	Occupancy Date:	April 1, 2022
	(l)	Expiration Date:	March 30, 2037
	(m)	Prepaid Rent:	\$39,000 (April 2022)
	(n)	Security/Damage Deposit:	None
	(o)	Tenant's Estimated Pro Rata Share of monthly Common Area Expenses:	\$10,400 based upon the following: current monthly C.A.M. Charges: \$0.40 per square foot area of Tenant's premises: +/- 26,000 rentable sq. ft. area of building in Retail Center. Tenant's pro rata share of expenses: +/- 15%
	(p)	Brokerage(s):	Landlord represents it has no dealings with any real estate broker or agents in connection with the negotiation of this Lease unless provided to Tenant in writing MDL Group: Ryan Martin represents Tenant. MDL will receive 3% of the total Base Rent for months 1-180 of the Initial Term, paid by Landlord.
	(q)	Guarantor(s):	SOUTHERN NEVADA HEALTH DISTRICT, a Political Subdivision of the State of Nevada.
	(r)	Exhibits:	Lease Addenda
		Exhibit "A"	Legal Description, Exhibit A-1 Retail Center Site Plan, Exhibit A-2 Parking Designated for Demised Premises
		Exhibit "B"	Tenant Improvements Agreed upon by Landlord and Tenant
		Exhibit "C"	Estoppel Agreement
		Exhibit "D"	Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (CC&Rs)
		Exhibit "E"	Tenant's Notice of Substantial Completion (Sample)
		Exhibit "F"	Rent Schedule

Reference in this Article 1 to other Articles is for convenience and designates some of the other Articles where references to the particular

Initials: _____
Tenant

Landlord

Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the balance of this Lease, the latter shall control.

ARTICLE 2

TENANT'S BUDGETARY LIMITS AND FISCAL FUND OUT

- 2.1 Tenant, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require Tenant to budget annually for its expenses and which prohibit the Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. Tenant has or will obtain such governmental budget approval as may be required under NRS 244.230 and NRS 354.626, for Tenant's financial obligations provided for under the terms and conditions of this Lease. All Tenant's financial obligations under this Lease are subject to those statutory requirements, and subparagraphs 2.2 and 2.3 below, hereinafter referred to as the "Fund Out Clause."
- 2.2 Notwithstanding the monetary obligations of this Lease, the total amount of the Tenant's payment obligations hereunder for any fiscal year shall not exceed the amounts that Tenant has appropriated for rent, maintenance of space and related liabilities for Tenant. Tenant reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the Initial Term of this Lease, and for Renewal Term(s) mutually activated by Landlord and Tenant (if any), and the Tenant's using department or Financial Services staff shall take all appropriate actions to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.
- 2.3 Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and Tenant's liability and payment obligations thereunder shall be extinguished at the end of the fiscal year (June 30) in which Tenant's governing body fails to appropriate monies for the ensuing year for the payment of all amounts which will then become due.
- 2.4 Unless terminated subject to the terms of the Fund Out Clause, Tenant shall have the additional right to cancel this Lease by giving the Lessor twelve (12) month's prior written notice of its intention to terminate the Lease. In furtherance of the foregoing sentence, Tenant may only give a twelve (12) month's termination notice pursuant to this subparagraph 2.4 after month sixty (60) of the Initial Term of this Lease has passed. Tenant acknowledges that the Demised Premises consists of three (3) buildings, and Tenant will use its best efforts to exercise any right to terminate this Lease in the least amount of impact to the Parties hereto. As an example, if Tenant is able to obtain approval of funding in an amount that would enable Tenant to continue this Lease for two (2) of the three (3) buildings then Tenant will continue to occupy the two (2) buildings under this Lease with an adjustment pro rata on the Rent then in effect.
- 2.5 The Parties understand and agree that this Fund Out Clause is not intended to facilitate Tenant's termination of the Lease should Tenant locate a comparable space for less rent after Tenant Improvement Work is completed pursuant to Article 7. To the extent permitted by law, the Fund Out Clause will not be utilized in this manner.

ARTICLE 3

DEMISED PREMISES

- 3.1 **Demised Premises.** The premises demised hereunder (hereinafter referred to as the "demised premises") will be situated in the City, County and State referred to in Article 1 hereof and shown on Exhibit "A" attached hereto. The demised premises will contain rentable floor space of approximately twenty-six thousand (26,000) square feet within a stand-alone building of approximately twenty-eight thousand (28,000) square feet, which is designed but not constructed as of the Effective Date of this Lease. The demised premises, together with and including other adjacent property owned by Landlord, comprise a Retail Center and commercial development referred to hereinafter and throughout this Lease as the "Retail Center." A general site plan showing, among other things, the principal improvements which will comprise the Retail Center, is attached hereto as Exhibit "A" and made a part hereof. Tenant acknowledges that Landlord, in Landlord's sole discretion, may change the shape, size, location, number and extent of the improvements shown on said site plan and may eliminate or add any improvements to any portion of the Retail Center, provided Landlord shall not change the size or location of the demised premises without Tenant's consent. Landlord reserves to itself the use of the roof, exterior walls and the area beneath the demised premises, together with the right to install, use, maintain and replace equipment, machinery, pipelines, conduits and wiring through the demised premises, which serve other parts of the Retail Center, in a manner and in location which do not unreasonably interfere with Tenant's use of the demised premises.
- 3.2 **Floor Area.** The term "floor area" as used throughout this lease shall be deemed to mean and include all areas used for the exclusive use of and occupancy by a tenant of Landlord, measured from the exterior surface of exterior walls (and from the extensions thereof, in the case of openings), and from the midpoint of interior or common walls, including mezzanines, warehousing or storage areas, clerical or office areas, and employee areas; "floor area" shall not include truck tunnels, docks, areas for truck loading and unloading (to the extent such facilities lie outside exterior building lines), nor any utility and/or mechanical equipment vaults, rooms or penthouses.

ARTICLE 4

TERM; EXTENSIONS

- 4.1 **Initial Term.** Subject to the Fund Out Clause, the term of this Lease shall commence on the earlier of the following two (2) dates and shall continue for the term specified as Lease Term) in Article 1 hereof unless sooner terminated:
 - (a) Date: As described in Article 1(i); or April 1, 2022.
 - (b) If no date is indicated; then the date Landlord gives Tenant notice in writing that the demised premises have been "substantially completed" (as defined in Exhibit "B" and a copy of said notice is attached hereto as Exhibit "D") with respect to Landlord's obligations therefore and are ready for Tenant occupy upon completion of the work which Landlord is required to perform on behalf of Tenant pursuant to the provisions of the attached Exhibit "B".
- 4.2 **Option to Extend.** Landlord hereby grants onto Tenant option(s) to extend the term of this Lease as described in Article 1(g) of this Lease. Such option(s) shall be subject to the Fund Out Clause on the following terms and conditions: Two (2) Five (5) year options to renew Lease, with Mutually Agreeable Increase applied to the Base Rent rate.
 - (a) Written notice of Tenant's desire to exercise said option shall be given to Landlord not less than ninety (90) days prior to expiration of the then-current term of this Lease. Tenant shall not be in default under this Lease at any time during the Initial Term or at the time of the commencement of any Renewal Term.
 - (b) If Landlord does not receive written notice to extend the Term from Tenant at least ninety (90) days prior to the expiration of the then-current Term, then it shall be deemed that Tenant will terminate at the end of the then-current Lease term and Landlord shall market and Lease the Premises to other prospective tenants accordingly.
 - (c) Such options shall be upon the same terms and conditions as herein set forth in this Lease. Notwithstanding the above, at the commencement of each option period, the annual Base Rent shall be adjusted according to the Mutually Agreeable Increase; however, the adjusted minimum annual rental shall never be less than the minimum annual rental in effect for the twelve (12) months prior to the

Initials: _____
Tenant

Landlord

expiration of the Initial Term, or the twelve (12) months prior to the expiration of the prior Renewal Term, nor shall any such increase to the annual Base Rent exceed three percent (3%).

ARTICLE 5

RENTAL

Subject to the Fund Out Clause, Tenant covenants and agrees to pay as rental for the use and occupancy of the demised premises, at the times and in the manner hereinafter provided:

- 5.1 **Minimum Monthly Rent.** The minimum monthly rent specified as "Minimum Monthly Rent" in Article 1(h) hereof, shall commence on May 1, 2022, or one month after the initial commencement date of the Lease, pursuant to Article 4 hereof, payable (See Exhibit "E") in advance, on the first day of each calendar month during each year of the term of this Lease, without notice, set off, reduction or abatement, subject to adjustment as set forth below. Notwithstanding the foregoing, Tenant shall pay April 2022 month's rent to Landlord upon execution of this Lease to be applied toward rent payable for the month of April 2022 and thereafter the rent shall be paid on the 1st day of each month at the full, non-prorated amount for the Lease Term. If Tenant fails to faithfully perform the covenants and conditions of this Lease prior to possession of the premises, said monies shall be applied to any damages suffered by Landlord as a result of Tenant's default. Nothing in this Article 5.1 shall in any way diminish or be construed as waiving any of Landlord's other remedies by law or equity.
- 5.2 **Rent Adjustment.** On each annual anniversary date of the commencement date of the term of this Lease, the minimum annual rental shall be adjusted upwards as applicable in accordance with Exhibit "E".
- 5.3 **Additional Rent.** Tenant shall pay as Additional Rent all other sums of money or charges required to be paid pursuant to the terms of this Lease, whether or not the same be designated "Additional Rent." If such amounts or charges are not paid at the time provided for in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same become due and payable hereunder.
- 5.4 **Place of Payment.** All rental and other payments shall be paid by Tenant to Landlord at Landlord's address set forth on the first page of this Lease, or at such other place as may from time to time be designated by Landlord in writing at least ten (10) days prior to the next ensuing payment date. Checks shall be made payable to 2830 Fremont LLC.

ARTICLE 6

USE OF DEMISED PREMISES

- 6.1 **Use and Trade Name.** Tenant shall use the demised premises solely for the purpose and under the trade name specified as "Use" and "Trade Name," respectively, in Article 1 hereof. Tenant shall not use or permit the demised premises to be used for any other purpose or purposes or under any other trade name whatsoever without the written consent of Landlord first had and obtained. Tenant further covenants and agrees that it will not use or suffer or permit any person or persons to use the demised premises or any part thereof to be used for any other purpose or purposes, or under any other trade name whatsoever without the prior written consent of Landlord., or for any use or purpose in violation of the laws of the United States of America or the State of Nevada or the ordinances, regulations and requirements of the City and County wherein the demised premises are situated. Tenant further covenants and agrees that during the term hereof the demised premises, and every part thereof, shall be kept by Tenant in a clean and wholesome condition, free of any objectionable noises, odors and nuisances, and that all health and police regulations shall, in all respects and at all times, be fully complied with by Tenant. Additionally, Tenant shall not place or authorize to have placed or affixed handbills or other advertising materials throughout the demised premises.
- 6.2 **Operating Covenant.** Tenant covenants and agrees that after opening in the demised premises, it will continuously operate and conduct therein the business which it is permitted so to operate under the provisions hereof and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located, except while the demised premises are untenable by reason of fire or other casualty, and that it will adequately staff the demised premises with sufficient employees, as shall be required to supply and service the usual and ordinary demands and requirements of its clients
 - (a) Tenant acknowledges that Landlord may grant, or may have previously granted, exclusive rights to other tenants at the Retail Center and a material consideration to Landlord in entering into this Lease is Tenant's covenant to limit its use of the Premises to the permitted use of the Premises under Tenant's trade name as set forth above. The violation by Tenant of the exclusive rights granted to other tenant(s) of the Retail Center will result in Landlord suffering irreparable harm and, therefore, in addition to the other rights and remedies available to Landlord under this Lease, Landlord may seek to enjoin Tenant's breach of this Section 6.2 (a) and to the extent permitted by law, Tenant shall be liable for any damages actually incurred or sustained by Landlord to such other tenant(s) whose exclusive use right was breached by Tenant. In no event shall Landlord be liable to Tenant for any failure of other tenants in the Retail Center to operate their business, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.
 - (b) Landlord reserves the absolute right to effect such other tenancies in the Retail Center as Landlord shall determine, in the exercise of its sole business judgment, is best to promote the interests of the Retail Center. Whether any tenants are shown or described on Exhibit "A" attached hereto, Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or number or type of tenants shall or shall not during the Term of this Lease occupy any space in the Retail Center, nor does Tenant rely on any other tenant or tenants operating its or their business and affairs at the Retail Center at any particular time or times. Moreover, no conduct by any tenant, subtenant, licensee, concessionaire, or other occupant of, customer of, supplier to or use of any portion of the Retail Center shall constitute an eviction, constructive or otherwise, of Tenant from the Premises.
- 6.3 **Refuse.** Tenant agrees that all trash and rubbish of Tenant shall be deposited within receptacles and that there shall be no trash receptacles permitted to remain outside of the building of which the demised premises are a part, unless so designated by Landlord. Landlord will provide suitable trash receptacles, and will coordinate trash removal each week on Mondays, Wednesdays, and Fridays. Tenant agrees to first bag the trash before depositing it in the authorized trash area.
- 6.4 **No Representation by Landlord.** Tenant agrees that neither Landlord nor any agent of Landlord has made any representation or warranty as to the suitability of the demised premises for the conduct of Tenant's business. Except as expressly set forth herein, Tenant further agrees that neither Landlord nor Landlord's agent have made any representations or promises with respect to (i) the physical condition of the Retail Center, of which the demised premises are a part, (ii) the land upon which it is erected, (iii) the demised premises, (iv) expenses of operation of the Retail Center or the demised premises, or (v) any other matter or thing affecting or related to the demised premises. Additionally, Tenant agrees that except as expressly set forth herein, no rights, easements, or licenses are acquired by Tenant by implication or otherwise. Prior to the delivery of possession of the demised premises, Tenant will inspect the demised premises to become thoroughly acquainted with its condition, will accept the demised premises in its "as-is" condition, and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the demised premises were in good and satisfactory condition at the time such possession was taken. Finally, Tenant acknowledges and agrees that neither Landlord nor any agent of Landlord has made any representation or warranty whatsoever concerning (i) safety of the Retail Center or any part thereof, whether for the use of Tenant or any other person, including Tenant's employees, agents, invitees, or customers; or (ii) the existence or adequacy of any security system(s) which may be installed or used by Landlord. Without limiting the foregoing, Tenant's rights in the demised premises are subject to all municipal, county and state laws, ordinances and regulations governing and regulating the use and occupancy of the demised premises. All understandings and

Initials: _____
Tenant

Landlord

agreements made between the parties hereto concerning the demised premises are superseded by this Lease.

- 6.5 **Compliance with Laws.** Tenant hereby represents and warrants that it has investigated whether its proposed use of the demised premises and its proposed manner of operation will comply with all applicable laws, and Tenant assumes the risk that its proposed use of the demised premises and its proposed manner of operation are and will continue to be, in compliance with all applicable laws, including, without limitation, all zoning laws regulating the use and enjoyment of the demised premises. Tenant agrees that under no circumstances will Tenant be released in whole or in part from any of its obligations under this Lease as a result of any governmental authority disallowing or limiting Tenant's proposed use of the demised premises or its manner of operation. Additionally, Tenant agrees to install and pay for any improvements, changes or alterations to the demised premises, required by any governmental authority, as a result of its proposed use of the demised premises or its manner of operation.

ARTICLE 7

CONSTRUCTION OF IMPROVEMENTS ON DEMISED PREMISES

- 7.1 Landlord shall provide Tenant with a construction allowance (the "Tenant Improvement Allowance") of Sixty Dollars (\$60.00) per rentable square foot of the Premises, the first dollars of which shall be applied towards Landlord's Cost for the Tenant Improvements before Tenant is required to fund any deficiency. The Tenant Improvement Allowance is \$1,560,000.00. To the maximum extent possible under applicable law, Tenant's financial contribution to the cost of constructing the Tenant Improvements will fund (and thus Tenant will own and depreciate) the components that are identified as IRC Section 1245 Property (five (5) and seven (7) year tax lives). To the maximum extent possible under applicable law, Landlord's financial contribution to the cost of constructing the Tenant Improvements will fund (and thus Landlord will own and depreciate) the components that are identified as IRC Section 1250 Property (39 year tax life). The parties agree and intend that any amount received in cash or treated as a rent reduction by the Tenant from the Landlord will be a qualified lessee construction allowance within the meaning of IRC Section 110 and the regulations promulgated thereunder for all purposes of this Lease.
- 7.2 In the event that Landlord's Cost as approved by Tenant exceeds the amount of the Tenant Improvement Allowance, then, after the Tenant Improvement Allowance is exhausted, Tenant shall reimburse Landlord for such excess from time to time for cost categories as specified herein, for resources actually used, and/or for work actually performed and subsequently accepted as compliant with Exhibit "B" by Tenant's authorized representative ("Tenant Representative"). Landlord shall bill Tenant for reimbursement no more frequently than once every month during the progress of the work, and Tenant shall pay within thirty (30) days after receipt of Landlord's invoice(s) with backup documents including, but not limited to: invoices, and details of work performed accompanied by Tenant Representative's written acceptance of same. In no event will Tenant's contributions to Tenant Improvement construction costs exceed an aggregate total amount of \$668,720, or \$25.72 per square foot of rentable space (26,000 sq ft rentable space X \$25.72/sq ft = \$668,720). Landlord shall apply Tenant reimbursements to the following cost categories pursuant to Exhibit "B-1": (i) Division 1—General Requirements - General Conditions, Profit and Overhead; and (ii) Division 2—Site Work - Temporary Power, Haul Off Excess, Construction and Final Clean; and (iii) Division 9—Finishes - Drywall, ACT, FRP, Interior Painting, LVT, Floor and Wall Tile, and Carpet, Base.
- 7.3 In the event that Tenant Representative does not approve Landlord Improvement work represented as complete by Landlord's contractor ("Work"), Tenant will pay the undisputed portion of the corresponding invoice in accordance with Subsection 7.2. Landlord will cause its contractor to correct any material deficiencies in Work within thirty (30) days of Tenant Representative's non-acceptance of same. Upon Tenant Representative's written acceptance of the corrected Work, the corresponding invoice will be paid within thirty (30) days of such acceptance date. Tenant will not be responsible for payment of additional costs resulting from Landlord contractor's failure to perform Work in compliance with Exhibit "B".
- 7.4 **Additional Tenant Improvements if any.** Tenant shall, at its own cost and expense, complete all of the Tenant's Work, which is incorporated herein by this reference and obligates Tenant to construct any improvements that Tenant requires that are not listed under Exhibit "B" Tenant Improvements Agreed Upon by Landlord and Tenant. s

Unless otherwise provided in Exhibit "B", Landlord shall deliver to Tenant plans showing the Tenant's Specifications within thirty (30) calendar days following the Effective Date. Landlord shall use Landlord's commercially reasonable efforts to promptly review the Tenant's Specifications. The Tenant's Specifications shall be subject to Landlord's written approval, which written approval shall not be unreasonably withheld, conditioned, or delayed. Such improvements shall, however, conform to and be in accordance with all applicable building codes and other laws, statutes, regulations, and other rules governing the construction thereof. Landlord shall use commercially reasonable efforts to assist Tenant, at Tenant's sole cost and expense, in obtaining approval for the Tenant's Specifications from the applicable governmental authorities if such approval is required. Additionally, to safeguard the investments of the Parties and ensure satisfactory completion, Landlord will ensure the contractor selected to construct Tenant Improvements pursuant to Exhibit "B" is appropriately licensed, insured, and bonded.

- 7.5 **Compliance with NRS 108.** IF TENANT REQUIRES ADDITIONAL TENANT IMPROVEMENTS, SECTION 4 OF SENATE BILL 343, 73RD SESSION OF THE NEVADA LEGISLATURE ("**SB 343**"), WHICH AMENDS NRS CHAPTER 108 AND, AMONG OTHER SECTION OF NRS CHAPTER 108, AMENDS NRS §108.234 AND §108.2403, IMPOSES CERTAIN REQUIREMENTS AND OBLIGATIONS THAT APPLY TO TENANTS IN CONNECTION WITH CONSTRUCTION OF TENANT IMPROVEMENTS IF ANY AT A TENANT'S PREMISES. THIS SECTION 7.5 SHALL, FOR ALL PURPOSES, SERVE AS LANDLORD'S NOTICE TO TENANT OF SUCH REQUIREMENT, WHICH OBLIGATIONS ARE PRIMARILY CODIFIED IN NRS §108.2403, AND TENANT'S OBLIGATIONS TO COMPLY WITH THE SAME. LANDLORD MAY, BUT SHALL NOT BE REQUIRED TO: (1) RECORD A WRITTEN NOTICE OF WAIVER OF THE OWNERS' RIGHTS SET FORTH IN NRS 108.234 WITH THE CLARK COUNTY RECORDER PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION OF TENANT'S IMPROVEMENTS; (2) COMPLY WITH THE NOTICE REQUIREMENTS TO THE PRIMARY CONTRACTOR AND OTHER LIEN CLAIMANTS; AND (3) COMPLY WITH ANY OTHER STATUTORY REQUIREMENTS OF LANDLORD IN CONNECTION WITH ITEMS (2) AND (3) ABOVE. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, TENANT MUST COMPLY WITH NRS §108.2403 PRIOR TO COMMENCING ANY ACTIVITY WHATSOEVER THAT COULD RESULT IN THE PREMISES, THE BUILDING, AND/OR ANY OTHER IMPROVEMENT THAT IS A PART OF THE RETAIL CENTER BEING LIENED IN ACCORDANCE WITH THE PROVISIONS OF NRS CHAPTER 108. IN ALL EVENTS, TENANT SHALL PROVIDE LANDLORD AT LEAST TEN (10) BUSINESS DAYS NOTICE PRIOR TO COMMENCING ANY IMPROVEMENTS OR CONTRACTING FOR ANY SERVICES WITH RESPECT TO WHICH A LIEN COULD BE RECORDED UNDER NRS CHAPTER 108.

ARTICLE 8

SIGNS

- 8.1 **Advertising Media.** Tenant shall not erect or install any exterior signs or window or door signs, any window or door lettering or placards, or any other advertising media visible from any part of the common area (as defined in Section 12.1 below) (whether on or just behind the windows), without Landlord's prior written consent, which shall not be unreasonably withheld. At Tenant's expense, Landlord shall place Tenant's trade name on the exterior of the Building of the demised premises in various locations approved by Tenant and Landlord, and on the Retail Center's Monument Sign. Additionally, Landlord will provide Tenant with display access to Retail Center's LED message board for display of messages approved by Landlord for the duration of the Lease.

Initials: _____
 Tenant Landlord

ARTICLE 9

TAXES

- 9.1 **Tenant's Obligations.** Tenant agrees to pay Landlord its proportionate share of all taxes levied and assessed during the term of this Lease upon the land, buildings and personal property comprising the Retail Center including the common area of the Retail Center, including any reassessment resulting from any sale of the Retail Center. The share of taxes to be paid by Tenant shall be deemed to be the product derived by multiplying the total of the taxes levied or assessed against the Retail Center by a fraction, the numerator of which is the floor area (as defined in this Lease) contained in the demised premises and the denominator of which is the total floor area contained in the Retail Center, exclusive of any portion of the total floor area which may be assessed and taxed separately from the portion of the Retail Center in which the demised premises are located. Tenant shall pay one-twelfth (1/12) of the amount estimated by Landlord to the Tenant's share of such taxes with each monthly installment of minimum annual rental due hereunder. Following Landlord's receipt of the applicable tax bill, Landlord shall notify Tenant relative to any additional amount owing, and Tenant shall pay such additional amount to Landlord substantiated by true and correct copies of said expense, if requested in writing by Tenant within ten (10) days thereafter. In the event Tenant's monthly tax payment exceeds the taxes attributable to the demised premises, such excess shall be credited against Tenant's future tax obligations. Taxes for the first and last years of the term hereof shall be prorated between Landlord and Tenant. For the purposes of this Article 8, taxes shall include Real Property Taxes, without limitation; and such taxes shall be included in the C.A.M. Fees.
- 9.2 **Personal Property Taxes.** Tenant shall also pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed or imposed at any time and which become payable during the term of this Lease upon Tenant's leasehold improvements, fixtures, equipment, furniture, inventories or merchandise and any other personal property installed or located on the demised premises, as detailed in Section 7.1, above (*see* IRC Section 1245 Property).
- 9.3 **Exclusions.** It is agreed and understood that the term "taxes" as used herein shall not include any franchise, excise, gift, estate, inheritance, succession, capital levy or transfer tax of Landlord arising out of or in connection with this Lease or Landlord's rights in the demised premises, or any net income, excess profits or revenue tax, charge or levy against Landlord.

ARTICLE 10

INSURANCE

Tenant shall purchase and maintain the insurance policies described below during the entire term of the Lease:

- (1) Evidence of Insurance: Tenant must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the Landlord, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference the Landlord.
- (2) Cancellation: The Certificate(s) of Insurance must provide ten (10) days' written notice for any notice of cancellation, non-renewal, or material change if any insurance coverage included therein (other than upon expiration or termination of this Lease). Notice(s) must be sent to 2830 Fremont LLC via certified mail.
- (3) Additional Requirements:
 - (a) All policies regarding the demised premises must name 2830 Fremont LLC as additional insured.

The address of the additional insured is as follows:
2830 Fremont LLC
7641 W. Post Rd
Las Vegas Nevada 89113
 - (b) All insurance policies must include Other Insurance provisions that indicate Tenant's policy provides primary insurance coverage;
 - (c) All insurance policies must provide liability coverage on an occurrence basis unless otherwise specified in this Agreement.
 - (d) Such policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the Lease Term and upon each renewal of said insurance;
 - (e) Landlord may from time to time require reasonable increases in any such limit;
 - (f) Policies should be issued by an insurer that has a current rating by Best's Rating services of "A+" "XIII" or better.
- (4) Minimum Coverage Requirements: The Minimum Coverage Requirements sets forth the minimum limits of insurance that the Tenant must purchase to secure agreement with the Landlord. These limits may not be sufficient to cover all liability for losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the Tenant from liability or losses and settlement expenses greater than these amounts.

During the Term of this Agreement, Tenant must purchase and maintain, and shall require all other independent contractors to maintain while performing work on the Demised Premises, the minimum insurance coverages and limits specified below, which may be increased by the State and/or the Landlord at its sole discretion:

- (a) Commercial General Liability (CGL) Insurance: Tenant must purchase and maintain CGL adequate to protect Landlord against liability for property damage, or for injury or death of any person in connection with the construction of improvements on the Demised Premises, or with the operation of the Demised Premises throughout the term of the Lease. Insurance must include liability coverage with limits not less than those specified below:

Description	
Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$5,000,000

- (b) Such coverage limits may be adjusted from time-to-time during the term hereof, upon reasonable written request by Landlord, to such higher coverage limits, if any, as are customarily carried in the locale in which the Demised Premises are located.
- (c) Waiver of Subrogation. The parties each hereby waive any and all rights of recovery against the officers, employees, agents and representatives of the other party for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under any policy of insurance carried by such waiving party. Tenant shall obtain and furnish evidence to Landlord of the waiver by Tenant's insurance carriers of any right of subrogation against Landlord.
- (d) Tenant's Liability. If Tenant fails to maintain any insurance as required in this Lease, Tenant shall be liable for any actual loss or cost resulting from said failure. Notwithstanding, the immediately preceding sentence shall not be deemed a waiver of any Lessor's rights and remedies under any other provision of this Lease.

ARTICLE 11

Initials: _____
Tenant Landlord

UTILITIES SERVICES

- 11.1 **Tenant's Obligation.** Tenant shall pay power, alarm, telephone, cable, gas, security, electric, and all other utilities used by Tenant at the demised premises, from and after the delivery of possession of the demised premises by Landlord, excluding water, sewer, and trash removal utilities services fees, which will be paid by Landlord. If utilities services charges payable by Tenant are not paid when due, Landlord may pay the same, and any amount so actually paid by Tenant shall thereupon become due to Landlord from Tenant as Additional Rent.
- 11.2 **No Default by Landlord.** Landlord shall not be in default hereunder, nor be liable for damages, for any failure or interruption of any utility service provided to the demised premises, and no such failure or interruption shall entitle Tenant to terminate this Lease, or to abate payment of any portion of the rent due hereunder.

ARTICLE 12

COMMON AREA

- 12.1 **Common Area Defined.** The term "Common Area" shall mean the portions of the Retail Center which have been designated and improved for common use for the benefit of more than one tenant or concessionaire of the Retail Center, including any of the following (the specific recitation of which shall not be deemed to limit the definition of "Common Area"): the land and facilities utilized as parking areas, access and perimeter Landlord shall make available at all times during the term of this Lease, on such portions of the Retail Center as Landlord shall from time to time designate or relocate, such automobile parking and other common area as Landlord shall from time to time deem appropriate. Tenant shall have the non-exclusive right during the term of this Lease to use the common area (except for those portions of the common area on which have been constructed or placed permanent or temporary kiosks, displays, carts or stands, if applicable) for itself, its employees, agents, customers, invitees and licensees, subject to the restrictions contained herein.
- 12.2 **Control of Common Area.** The common area shall be subject to the exclusive control and management of Landlord or such other persons or nominees as Landlord may have delegated or assigned to exercise such management or control, in whole or in part, in Landlord's place and stead. In no event shall Tenant have the right to sell or solicit in any manner in any of the common areas. Landlord shall have the right to close, if necessary, all or any portion of the common area to such extent as may in the opinion of Landlord's counsel be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the common area to discourage non-customer use; to use portions of the common area while engaged in making additional improvements or repairs or alterations to the Retail Center; and to do and perform such other acts in, to, and with respect to, the common area as in the use of good business judgment Landlord shall determine to be appropriate for the Retail Center. Landlord shall have the right to increase the size of the common area, including the expansion thereof to adjacent property; to reduce the common area; to turn common area into floor area to be occupied by tenants of the Retail Center; to rearrange the parking spaces and improvements on the common area; and to make such changes therein and thereto from time to time which in its opinion are deemed to be desirable and for the best interests of all persons using the common area. Tenant agrees that it and its concessionaires, agents, employees, vendors, suppliers and other independent contractors will use such access roads and will operate trucks and trailers in delivering merchandise to and from the demised premises upon and over such access roads as are designated therefor by Landlord as a means of ingress to and egress from the demised premises.
- 12.3 **Rules and Regulations.** Tenant agrees that its use of the demised premises and the Common Areas shall at all times be subject to any existing (Exhibit "D") or future CC&Rs applicable to Retail Center.
- 12.4 **Parking.** The demised premises parking area is designated pursuant to Exhibit "A-3". Landlord reserves the right to change the designated parking area from time-to-time. Tenant and its employees shall park their automobiles only in those portions of the parking area, if any, designated for that purpose by Landlord, and shall not park in those portions of the parking area clearly identified as short-term parking (e.g. parking limited to specified periods of time such as 15, 20, or 30 minutes) for use by only Retail Center invitees.

ARTICLE 13

COMMON AREA MAINTENANCE COSTS

- 13.1 **Common Area Expenses.** During the term of this Lease, Landlord shall keep or cause the common area to be kept in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof, but all costs and expenses incurred by Landlord in connection therewith shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the term "costs and expenses incurred" shall mean all sums expended by Landlord for payment of all work deemed necessary by Landlord for the operation, maintenance, replacement and repair of the common area, including the following (the specific recitation of which shall not be deemed to limit the definition of such costs and expenses): materials, supplies and all other costs of operating and repairing, lighting, resurfacing, re-striping, remarking, directional or other Retail Center signs, painting, cleaning and sweeping and removing rubbish or debris and policing and inspecting the parking lot and other common areas; janitorial services; operating and maintaining heating and air conditioning systems and equipment for such areas; costs and expenses of maintenance, repair and replacement when necessary of roofs, sidewalks, parking areas, curbs, bumpers, landscaping, planting, replanting and replacing flowers, shrubbery other landscaping, drainage facilities and systems, lighting facilities and other utilities, and servicing and maintaining any sprinkler system; operation, maintenance and repair of any common automatic sprinkler systems and storm drainage systems; police and fire protection and security alarm systems and equipment and providing private police protection, security patrol, or night watchmen (including, but not limited to, uniforms); any taxes, real and personal, and assessments imposed by governmental agencies; cost of utility services not separately metered to tenant; depreciation on maintenance and operating machinery and equipment, if owned, and rental paid for such machinery and equipment if rented; Landlord's insurance, including fire and extended coverage, public liability, property damage, vandalism, malicious mischief, earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards deemed appropriate by Landlord on the common area; fidelity bonds; worker's compensation insurance and payroll taxes for personnel; including the cost of leasing and operating any signs, the personnel to implement any service described above, and to direct traffic and police the common areas; and (i) administrative and overhead costs equal to fifteen percent (15%) of the common area costs. The C.A.M. Fees may include, but are not limited to Landlord's property taxes, Landlord's insurance, property maintenance, property landscaping, water, sewer, trash removal, association fee and common area power.
- 13.2 **Proration of Common Area Expenses.** Tenant shall pay to Landlord, as Additional Rent, Tenant's proportionate share of the foregoing costs and expenses in the following manner:
- (a) From and after the commencement date of the term of this Lease, Tenant shall pay Landlord on the first day of each calendar month of the term hereof Tenant's share of "Common Area Expenses" as specified in Article 1 hereof, which amount shall be deemed to be Additional Rent. Tenant shall pay the Additional Rent during any free rent period provided under Exhibit E. The foregoing estimated monthly charge may be adjusted by Landlord at the end of any month on the basis of Landlord's experience and anticipated costs.
- (b) Within ninety (90) days following the end of each calendar year, Landlord shall furnish Tenant with a statement covering the calendar year just expired, certified as correct by Landlord, showing the total of the costs and expenses incurred, and if requested by Tenant in writing true and correct copies of said expenses, with respect to the common area, the amount of Tenant's share of same for such calendar year, and the payments made by Tenant with respect to such calendar year as set forth in subparagraph (a) above. If Tenant's share of the costs and expenses incurred with respect to the common area exceed Tenant's payments so made, Tenant shall pay to Landlord the

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deficiency within ten (10) days after receipt of said statement. If said payments exceed Tenant's share of same, Tenant shall be entitled to offset the excess against payments next thereafter to become due to Landlord as set forth in said subparagraph (a). There shall be appropriate adjustments of Tenant's share of said costs and expenses as of the commencement and expiration of the term hereof. The term "Tenant's proportionate share" shall mean the product which results by multiplying the total of the costs and expenses incurred with respect to the common area by a fraction, the numerator of which shall be the square feet of floor area of the demised premises and the denominator of which shall be the total square feet of floor area of all stores or store spaces in the Retail Center, including the demised premises, which are from time to time occupied and open for business as of each calendar year. All floor area computations shall be determined in Landlord's reasonable judgment.

- 13.3 **Required Alterations.** If after the occupancy commences Landlord is required by any rule, regulation or law ("building regulations") to make any changes, alterations, or improvements to the common area or demised premises or any portion of the Retail Center, including without limitation electrical, mechanical or other systems or components thereof ("required alterations"), but excluding required alterations attributable to Tenant's specific use and occupancy of the demised premises, which alterations shall be Tenant's sole responsibility, all costs relating to such required alterations fairly characterized as "expenses" under generally accepted accounting principles shall be fully included in Landlord's reimbursable costs and expenses for the common area in the year in which such charges accrue or in the year Landlord pays such charges, as Landlord shall elect, and if under generally accepted accounting principles, any portion of all such costs must be allocated to capital improvements to be depreciated or amortized over two (2) or more years, Landlord shall be entitled each year during the term hereof to include that portion of such capital costs toward common area expenses as Landlord's accountant reasonably determines to be a fair estimate of the depreciation or amortization which would be chargeable for such capital improvements during such year, based upon a reasonable estimate of the useful life of the required alteration.

ARTICLE 14

INDEMNITY

To the extent permitted by law, Tenant hereby indemnifies and holds Landlord harmless from and against (a) any and all claims arising from Tenant's construction on or use of the demised premises for the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant and its agents and employees in or about the demised premises; (b) any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors or employees; and (c) all costs, attorneys' fees, expenses and liabilities incurred by Landlord in defending any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risks of damage to property or injury to persons, in, upon or about the demised premises from any cause and Tenant hereby waives all claims in respect thereof against Landlord. Landlord mutually agrees to hereby indemnify and hold Tenant harmless from and against (a) any and all claims arising from Landlord's construction on or use of the demised premises for the conduct of its business or from any activity, work, or thing done, permitted or suffered by Landlord and its agents and employees in or about the demised premises; (b) any and all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any act or negligence of Landlord, or any of its agents, contractors or employees; and (c) all costs, attorneys' fees, expenses and liabilities incurred by Tenant in defending any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant. Landlord, as a material part of the consideration to Tenant, hereby assumes all risks of damage to property or injury to persons, in, upon or about the demised premises from any cause and Landlord hereby waives all claims in respect thereof against Tenant.

ARTICLE 15

EXEMPTION OF LANDLORD FROM LIABILITY

To the extent permitted by law, Tenant hereby agrees that Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or by any other person in or about the demised premises caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the demised premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures whether said damage or injury results from conditions arising upon the demised premises or from other sources. Tenant further agrees that, to the extent permitted by law, Landlord shall not be liable for any damages arising from any act or negligence of any other Tenant of the Retail Center.

ARTICLE 16

QUIET POSSESSION

Landlord agrees that Tenant, upon paying the rent and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the demised premises during the term hereof.

ARTICLE 17

ESTOPPEL CERTIFICATE

Within ten (10) business days after written request by Landlord, Tenant shall execute and deliver to Landlord a statement substantially in the form of Exhibit E attached hereto. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the demised premises or of all or any portion of the Retail Center of which the demised premises are a part. Further, such failure to deliver such statement (showing any exceptions to any of the statements of fact required thereby) shall be a material breach of this Lease and if, after additional written notice from Landlord, Tenant does not deliver such certificate to Landlord within seventy-two (72) hours, Landlord may, in addition to any other remedies it has at law or in equity, terminate this Lease.

ARTICLE 18

REPAIRS AND MAINTENANCE

18.1 **Tenant's Maintenance Obligations.** Tenant shall, during the term of this Lease, keep the demised premises, including all improvements constructed by Tenant therein, in good order, condition and repair, including the interior surface of exterior walls; all windows, doors, door frames, and door closures; all plate glass, storefronts and showcases; signs, all carpeting and other floor covering; all electrical equipment; and all plumbing and sprinkler systems, if any, installed therein; and shall as necessary, or when required by governmental authority, make modifications or replacements thereof. Landlord shall have no obligation to repair or maintain the demised premises or improvements constructed therein except as provided in this Lease.

18.2 **Tenant's Failure to Maintain Demised Premises.** If Tenant refuses or neglects to make repairs to and/or maintain the demised premises, or any part thereof, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but shall not be obligated, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, Tenant shall pay promptly upon demand therefor, as Additional Rent, the actual cost of such work.

18.3 **Landlord's Maintenance Obligations.** Landlord shall keep in good order, condition and repair the foundations, exterior walls (excluding

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Tenant

Landlord

the interior of all walls and the exterior or interior of any windows, doors, plate glass and display windows) and roof (excluding interior ceiling) of the demised premises, except for any damage thereto caused by any act, negligence or omission of Tenant, except for reasonable wear and tear, and except for any structural alterations or improvements required by any governmental agency by reason of Tenant's use and occupancy of the demised premises. Tenant shall reimburse Landlord for Tenant's pro rata share of the cost which Landlord incurs in performing its obligations as aforesaid, with respect to the building of which the demised premises are a part. Tenant's pro rata share shall be determined by multiplying the cost of such repair and maintenance by a fraction, the numerator of which shall be the floor area of the demised premises and the denominator of which shall be the total floor area of the building of which the demised premises are a part.

- 18.4 **Right of Entry.** Tenant agrees to permit Landlord and/or Landlord's lender, as well as their respective authorized representatives, to enter the portions of the Premises that are open to the general public at all times during usual business hours, and all other portions of the Premises during regular business hours upon not less than twenty-four (24) hours advanced written notice to Tenant, for the purpose of inspecting the Premises; provided, however, that such inspection shall not unreasonably interfere with Tenant's business and/or operations. In all events, Landlord and such other parties shall use reasonable efforts to minimize any disruption of and/or to Tenant's operations. Tenant further covenants and agrees that Landlord may go upon the Premises and make any necessary repairs to the Premises and perform any work therein that (a) may be necessary to comply with any laws, ordinances, rules, and/or regulations of any public authority, of the Insurance Services Office, or of any similar body; (b) Landlord may deem necessary to prevent waste and/or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed, or cause such work to be performed promptly after receipt of written demand from Landlord; or (c) Landlord may deem necessary to perform remodeling or other construction work incidental to any portion of the Premises, the Building, and/or any other portion of the Retail Center, including, without limitation, the premises of any other tenant, whether adjacent to, above, or below the Premises. Nothing herein contained shall imply any duty on the part of Landlord to do any such work that, under any provisions of this Lease, Tenant may be required to do, nor shall it constitute a waiver of any of Tenant's defaults in failing to do the same. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent. In the event of any emergency repairs, Tenant hereby grants to Landlord the right to enter upon the Premises at any time and regardless of the level of disruption, if any, that such entry has on Tenant's business and/or operations.
- 18.5 **Condition of Demised Premises.** Tenant agrees upon the expiration or earlier termination of this Lease to surrender the demised premises to Landlord in good order, condition and repair, ordinary wear and tear excepted.

ARTICLE 19

ALTERATIONS

- 19.1 **Landlord's Approval Required.** Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, or additions to the demised premises ("Alterations"). Any Alteration made to the demised premises performed by the Tenant, whether approved by Landlord or not, which violates any law, regulation, or insurance coverage requirement, will be corrected at Tenant's sole expense, including but not limited to costs to structurally return demised premises its pre-Alteration state.
- 19.2 **Condition Precedent.** Except as detailed in Article 7, any Alteration or utility installation made by Tenant to, in, or about the demised premises requiring the written consent of Landlord shall be presented to Landlord in written form, with proposed detailed plans. If Landlord gives its consent to Tenant, such consent shall be conditioned upon Tenant acquiring the appropriate permits, if any, prior to commencement of Alteration or utility installation work. Landlord may require Tenant to provide to Landlord, at Tenant's sole cost and expense, a performance and completion bond issued by an insurance company qualified to do business in Nevada, in a sum not to exceed one and one-half times the cost of the alterations (as determined by the construction contract between Tenant and its contractor) guaranteeing the completion of the Alteration or utility installation free and clear of all liens and other charges in accordance with the plans and specifications therefor approved by Landlord. The Alterations shall be performed in a manner that will not interfere with the quiet enjoyment of the other tenants of the Building and/or the other parts of the Retail Center.
- 19.3 **Property of Landlord.** Except as detailed in Article 7, all Alterations and utility installations made by Tenant to, in, or about the demised premises, (whether or not such utility installations constitute trade fixtures of Lessee) shall become the property of Landlord, and will be surrendered with the demised premises upon the expiration of the Lease; provided Tenant's machinery and equipment, other than that which is affixed to the demised premises so that it cannot be removed without material damage to the demised premises, shall remain the property of Tenant and may be removed by Tenant, subject to the provisions of this Article.

ARTICLE 20

MECHANICS' LIENS

- 20.1 **Mechanics' Liens.** Tenant hereby agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the demised premises, and it will keep the demised premises free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under it.
- 20.2 **Contest of Lien.** If Tenant desires to contest any claim of lien, it shall furnish Landlord adequate security of the value or in the amount of the claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount as is necessary to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once.
- 20.3 **Tenant's Default.** If Tenant shall be in default in paying any charge for which a lien claim and suit to foreclose the same have been filed, and such lien shall not have been bonded, there has not been other security posted therefor, or Tenant shall not have given Landlord such other security that is reasonably acceptable to Landlord to protect the Premises, the Building, the other parts of the Retail Center, and/or Landlord against such claim of lien, then Landlord may, but shall not be obligated to, pay the same, and the amount so paid shall be immediately due and owing from Tenant to Landlord upon Landlord's giving written demand to Tenant therefor.
- 20.4 **Notice.** Should any claims of lien be filed against the demised premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.
- 20.5 **Right of Entry.** Landlord or its representatives shall have the right to go upon and inspect the demised premises, including the improvements constructed thereon, at all reasonable times during Tenant's regular business hours.

ARTICLE 21

DAMAGE AND DESTRUCTION

- 21.1 **Restoration.** In the event of the partial or total damage or destruction of the building of which the demised premises are a part during the term hereof, from any cause, except if due to the negligent acts or omissions of Tenant, its agents or employees, or to the failure on the part of Tenant to perform or observe any of Tenant's covenants or conditions contained herein, Landlord shall, to the extent of the proceeds available to Landlord from the insurance referred to in Article 10 hereof, forthwith repair and reconstruct said building to substantially the same condition which said building was in immediately prior to such damage or destruction, provided such repairs or reconstruction can be made under then existing laws and regulations. In the event of such reconstruction, Tenant, at its sole cost and expense, shall be responsible

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Tenant Landlord

for the repair and restoration of all items set forth in "Description of Tenant Improvements Agreed Upon by Landlord and Tenant" in Exhibit "B" and the replacement of its stock-in-trade, trade fixtures, furniture, furnishings and equipment, and Tenant shall commence such repair and restoration and the installation of fixtures, equipment and merchandise promptly upon delivery to it of possession of the demised premises and shall diligently prosecute such work and installation to completion. If such repairs cannot be adequately made, then Landlord may terminate this Lease. Notwithstanding anything above to the contrary, in the event the demised premises are partially or totally damaged or destroyed by a cause or casualty other than those covered by said insurance, or by any cause at any time during the last two (2) years of the term hereof, or in the event the demised premises are, or the building in which the demised premises are situated is, damaged or destroyed by any cause or casualty to the extent of not less than thirty-three and one-third percent (33-1/3%) of the replacement cost thereof at the time of such damage or destruction, or if in the reasonable opinion of Landlord the restoration of the demised premises cannot be completed within six (6) months from the occurrence of the damage or destruction, then the Parties may elect to terminate this Lease by giving written notice to the other Party of such termination within ninety (90) days after the occurrence of such damage or destruction.

- 21.2 **Termination.** Unless this Lease is terminated as provided above, such destruction shall in no way annul or void this Lease and Tenant shall continue the operation of its business during any such period to the extent reasonably practicable from the standpoint of prudent business management; provided, however, that the minimum annual rental shall be reasonably reduced by Landlord in proportion to the extent that Tenant is deprived of the use of the demised premises.

ARTICLE 22

EMINENT DOMAIN

- 22.1 **Definitions of Taking.** The term "total taking" means the taking of so much of the demised premises by right of eminent domain or other authority of law, including a voluntary transfer under the threat of the exercise thereof, that the remainder of the demised premises is not suitable to conduct the business which Tenant intends to conduct therein. The term "partial taking" means the taking of a portion of the demised premises which does not constitute a total taking as above defined.
- 22.2 **Total Taking.** If during the term hereof there shall be a total taking by public authority under the power of eminent domain, then this Lease, and the leasehold estate of Tenant in and to the demised premises, shall cease and terminate as of the date the condemning authority takes actual physical possession of the demised premises.
- 22.3 **Partial Taking.** If during the term hereof there shall be a partial taking of Tenant's demised premises, this Lease, as to the portion of the demised premises so taken, shall terminate on the date on which the condemning authority takes actual physical possession of such portion, but this Lease shall continue in full force and effect as to the remainder of the demised premises unless it fundamentally alters Tenant's intended use. The minimum annual rental payable by Tenant for the balance of the term shall be abated in the ratio that the floor area of the demised premises taken bears to the total floor area of the demised premises immediately prior to such taking, and Landlord shall make all necessary exterior and structural repairs or alterations in order to make the remaining portion of the demised premises a complete architectural unit.
- 22.4 **Award.** All compensation and damages awarded for the taking of Tenant's demised premises or any portion thereof shall belong to and be the sole property of Landlord, and Tenant shall not have any claim or be entitled to any award for diminution in value of its leasehold interest hereunder or for the value of any unexpired term of this Lease; provided, however, that Tenant shall be entitled to make its own claim for and receive any award that may be made for Tenant's improvements, or on account of any cost or loss Tenant may sustain in the removal of Tenant's trade fixtures, equipment, and furnishings.
- 22.5 **Proration of Rent.** If this Lease is terminated pursuant to the provisions of this Article, then all rentals and other charges payable by Tenant to Landlord hereunder shall be paid up to the date on which possession shall be taken by the condemning authority and any rentals and other charges theretofore paid by Tenant which are applicable to any period subsequent to the date possession is taken, shall be repaid to Tenant by Landlord, and the parties shall thereupon be released from all further liability hereunder.
- 22.6 **Waiver of Rights of Termination.** Unless there is a partial taking of not less than thirty-three and one-third percent (33 1/3%) of the demised premises, or a total or partial taking of the demised premises during the last two (2) years of any term hereof, Tenant hereby waives any statutory rights of termination which may arise by reason of any partial taking of the demised premises under the power of eminent domain.
- 22.7 **Effect of Termination.** If this Lease is terminated pursuant to the foregoing provisions of this Article 22 then all rents and/or other charges payable by Tenant to Landlord hereunder shall be paid on up to the date which possession is taken by the condemning authority ("Date of Possession"). Any rents and/or other charges previously paid by Tenant which are applicable to any period subsequent to the Date of Possession shall be repaid to Tenant by Landlord, and each party hereto shall thereupon be released from all further liability hereunder.

ARTICLE 23

DEFAULTS BY TENANT AND LANDLORD'S REMEDIES

- 23.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:
- Any failure by Tenant to pay the Rent or make any other payment required to be made by Tenant hereunder when due.
 - The abandonment of the demised premises by Tenant, or the vacation (defined to be ten [10] or more days of continual absence from the demised premises) of the demised premises by Tenant.
 - A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such fifteen (15) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion. **This subsection does not apply to Tenant's failure to pay rent.**
 - The making by Tenant or by any guarantor of Tenant's obligations under this Lease of any general assignment for the benefit of creditors; the insolvency of Tenant or of any guarantor of Tenant's obligations under this Lease or the inability of Tenant or any such guarantor to make payment on its obligations generally as they become due; the filing by or against Tenant or any such guarantor of a petition to have Tenant or such guarantor adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or such guarantor, the same is dismissed within sixty [60] days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the demised premises, or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the demised premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- 23.2 **Landlord's Right to Terminate Lease.** Subject to the Fund Out Clause, in the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect so to terminate this Lease, all unpaid rents payable during the remainder of this Lease or any renewal period shall be accelerated without notice or demand, further the Landlord may recover from Tenant:

Initials: _____
Tenant

Landlord

- (a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
 - (b) The actual cost of rent for any period of waived or abated rent; plus
 - (c) Landlord's actual cost of reletting the demised premises including but not limited to leasing fees, utility charges and any other fees necessary to relet the demised premises; plus
 - (d) The actual cost of all repairs to the demised premises for Tenant's use that are beyond normal wear and tear; plus
 - (e) To the extent permitted by law, Landlord's actual costs associated with evicting Tenant, including but not limited to court costs, costs of service and reasonable attorney's fees; plus
 - (f) To the extent permitted by law, Landlord's actual costs associated with collecting amounts due under this Lease, including but not limited to debt collection fees and returned check charges; plus
 - (g) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and
 - (h) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Nevada law. The term "rent" as used herein shall be deemed to include minimum annual rental and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the minimum annual rental, shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding fifteen (15) month period prior to default except that if it becomes necessary to compute such rental before such a fifteen (15) month period has occurred, then on the basis of the average monthly amount accruing during such shorter period.
- 23.3 **Landlord's Right to Lock-out Tenant and/or Reenter Premises.** Pursuant to NRS Chapter 40 or in the event of a court-ordered eviction of Tenant, Landlord shall also have the right to: (i) lock-out the Tenant; and/or (ii) reenter the demised premises without any liability to Tenant or any person claiming by or through Tenant and remove all persons and property therefrom by summary proceedings or otherwise; such property may, but need not, be removed and stored in a public warehouse or elsewhere at the cost and expense of, and for the account of Tenant.
- 23.4 **Right to Recover Rents or Relet.** In the event of the vacation (as defined herein) or abandonment of the demised premises by Tenant, or in the event Landlord shall elect to reenter as provided in Section 23.3 above or shall take possession of the demised premises pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord does not elect to terminate this Lease as provided in Section 23.2 above, then Landlord may from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the demised premises or any part thereof for such term or terms and at such rental or rentals and upon other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the demised premises.
- 23.5 **Application for Rent.** In the event that Landlord shall elect so to relet, then rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the demised premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.
- 23.6 **No Termination.** No reentry or taking possession of the demised premises by Landlord pursuant to this Article shall be construed as an election to terminate this Lease unless a written notice of such intention be given by Landlord to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord may at any time after such reletting elect to terminate this Lease for any such default by Tenant.
- 23.7 **Disposition of Fixtures.** In the event of default under this Lease, Landlord shall have the option (a) to take exclusive possession of Tenant's trade fixtures, furniture, equipment, improvements, additions and alterations and use the same rent or charge free until the default is cured, to require Tenant to remove all furniture & equipment, at its sole cost and expense. or (c) in the further event this Lease is terminated by reason of such default, to take full possession of same to be disposed of or to be put to any purpose Landlord desires. Tenant agrees to keep all of its trade fixtures, furniture and equipment free of liens and shall not use the same as security in any loan arrangement.
- 23.8 **Legal Fees.** To the extent permitted by law, Landlord shall have the right to seek reimbursement from Tenant for all reasonable attorney's fees and costs incurred by Landlord as a result of: (i) Tenant's breach of this Lease, (ii) as a result of Tenant's failure to comply with any of the terms of this Lease, or (iii) which are incurred by Landlord in any lawsuit involving Tenant or any Guarantor. The provisions contained in this Section 23.8 shall survive the expiration or earlier termination of this Lease.

ARTICLE 24

DEFAULTS BY LANDLORD AND TENANT'S REMEDIES

- 24.1 **Tenant's Remedies.** In the event Landlord shall neglect or fail to perform or observe any of the covenants, provisions, or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after written notice of default (or if more than thirty [30] days shall be required because of the nature of the default, if Landlord fails to proceed diligently to cure such default after written notice thereof), then in that event Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach. Additionally, Tenant may elect to terminate the Lease in the event of Landlord's failure to cure default within sixty (60) days of receipt of written notice of default.
- 24.2 **Assignee's Right to Cure.** If the demised premises or any part thereof are at any time subject to a first mortgage or a first deed of trust and this Lease or the rentals due from Tenant hereunder are assigned to such mortgagee, trustee or beneficiary (called "Assignee" for purposes of this Article only) and Tenant is given written notice thereof, including the post office address of such Assignee, then Tenant shall give written notice to such Assignee, specifying the default in reasonable detail, and affording such Assignee a reasonable opportunity to make performance for and on behalf of Landlord. If and when the said Assignee has made performance on behalf of Landlord, such default shall be deemed cured.

ARTICLE 25

SUBORDINATION, ATTORNMEN

- 25.1 **Subordination.** Upon request of Landlord or any mortgagee, deed of trust trustee or beneficiary, or lessor of Landlord, Tenant shall in writing subordinate its rights hereunder to the lien of any first mortgage or deed of trust of any bank, insurance company or other lending institution, now or hereafter in force against the land and building of which the demised premises are a part, and to all advances made or hereafter to be made upon the security thereof, or the interest of any Lease in which Landlord is lessee. Any such mortgage deed of trust trustee or beneficiary or lessor of Landlord may at its option subordinate its mortgage or Lease to this Lease and Tenant agrees to execute any document accomplishing same.
- 25.2 **Attornment.** In the event any proceedings are brought for the foreclosure of such lien, or in the event of the exercise of the power of sale

Initials: _____
 Tenant Landlord

under any mortgage or deed of trust made by the Landlord covering the demised premises, or should the Lease in which Landlord is lessee be terminated, Tenant shall attorn to the purchaser upon any such foreclosure or sale or termination and recognize such purchaser or lessor as the landlord under this Lease.

- 25.3 **Lease Continues.** The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

ARTICLE 26

ASSIGNMENT, SUBLETTING AND ENCUMBRANCE

- 26.1 **Consent of Landlord.** Tenant shall not, directly or indirectly, voluntarily or by operation of law assign, license, concede, franchise, transfer, mortgage, hypothecate, or otherwise encumber all or any part of Tenant's interest in this Lease or in the demised premises, and shall not sublet, franchise, change ownership, license or concede all or any part of the demised premises (herein collectively referred to in this Article as "Assignment") without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, and any attempted Assignment without such consent shall be wholly void and shall confer no rights upon any third parties. Landlord shall use its business judgment in the granting or withholding of consent to any proposed Assignment, and shall, among other considerations, take into account the following criteria: (a) the proposed assignee, licensee, concessionaire, franchisee, transferee, mortgagee or sublessee (herein collectively referred to in this Article as "Assignee"), shall have had successful experience in a similar business operated in a Retail Center of like character and quality as the Retail Center; (b) the proposed Assignee shall have financial worth equal to or greater than Tenant (as measured by such factors as certified audited net worth and credit rating); (c) the demised premises shall be put to the same use as permitted under this Lease; (d) the nature, character and quality of business operation and merchandising of the Proposed Assignee shall be first-class and compatible with the Retail Center; and (e) evidence that income from the business conducted in the demised premises shall not be decreased by reason of such Assignment.
- 26.2 **Tenant's Application.** In the event Tenant desires at any time to assign this Lease or sublet the demised premises, or any portion thereof, Tenant shall give written notice to Landlord of its intention, requesting Landlord's consent thereto. Such written notice shall be submitted to Landlord no more than ninety (90) days and no less than sixty (60) days prior to the effective date of such proposed Assignment, and shall contain the following information: (a) a notice of intention to assign the Lease or sublet the demised premises, requesting Landlord's consent thereto; (b) the proposed effective date of the proposed Assignment; (c) the name of the proposed Assignee; (d) the nature of the business to be carried out upon the demised premises by the proposed Assignee; (e) the terms and provisions of the proposed Assignment; (f) a copy of the proposed Assignment or, if the same is not available, the letter of commitment or letter of intent; (g) a current, audited financial statement of the proposed Assignee; and (h) such other information Landlord may reasonably request. Landlord may, at any time within thirty (30) days after its receipt of such notice of a proposed Assignment, approve or disapprove of such proposed Assignment in writing to Tenant, or elect to terminate this Lease as provided in Section 26.6 below. If Landlord consents to the proposed Assignment in writing, so long as Tenant shall not be in breach or default of any of its obligations under this Lease, Tenant may enter into the Assignment in accordance with the terms and conditions contained in Tenant's notice. If Landlord fails to exercise its right to consent to or disapprove of the proposed Assignment within such thirty (30) day period, Landlord shall be deemed to have disapproved such proposed Assignment.
- 26.3 **Form of Assignment.** Each assignment to which there has been the consent of Landlord shall be by an instrument in writing in form satisfactory to Landlord and shall be executed by the transferor, assignor, sublessor, licensor, concessionaire, hypothecator or mortgagor, and the Assignee. One (1) fully executed copy of such written instrument shall be delivered to Landlord. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Article shall operate to prevent any such Assignment from becoming effective.
- 26.4 **Assumption of Obligations.** Each Assignee, other than Landlord, shall assume all of the obligations of Tenant under this Lease, and shall be and shall remain liable, both jointly and severally with Tenant, for the payment of all rent, and for the due performance of all of the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the remainder of the term of this Lease. No Assignment shall be binding on Landlord, notwithstanding Landlord's prior consent thereto, unless such Assignee or Tenant shall deliver to Landlord an executed instrument in a form which contains a covenant or assumption by the Assignee satisfactory to Landlord in both substance and form, which is consistent with the above requirements.
- 26.5 **Assignment of Interest.** If Tenant hereunder is either a partnership, unincorporated association, limited liability company or a corporation which, under the then current laws of the State where the Retail Center is situated, is not deemed a public corporation, the transfer, assignment or hypothecation of any membership interest, stock or interest in such limited liability company, corporation, unincorporated association or partnership in the aggregate in excess of twenty-five percent (25%) shall be deemed an Assignment within the meaning and provisions of this Article 26.
- 26.6 **Option to Terminate.** Landlord may elect, by written notice to Tenant given within thirty (30) days after receipt of Tenant's notice of a proposed Assignment, to terminate this Lease, or in the case of a proposed Assignment of a portion of the demised premises, to terminate this Lease with respect to such portion, effective as of a date not less than thirty (30) days following Landlord's notice of such election. Upon such termination, Tenant shall be relieved from any further liability under this Lease (regarding the portion of the demised premises which are no longer subject to this Lease) accruing after the date of such termination.

ARTICLE 27

NOTICES

All notices, consents, approvals, requests, demands, and other communications (collectively "**notices**") that Landlord or Tenant are required or desire to serve upon, or deliver to, the other shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, by personal delivery, or posted to the appropriate address indicated below, or at such other place or places as either Landlord or Tenant may, from time to time, designate in a written notice given to the other. If the term "**Tenant**" in this Lease refers to more than one person or entity, Landlord shall be required to make service or delivery, as aforesaid, to any one of said persons or entities only. Notices shall be deemed sufficiently served or given at the time of personal delivery or three (3) calendar days after the date of mailing thereof. Any notice, request, communication or demand by Tenant to Landlord shall be addressed to the Landlord at the address set forth for Landlord in Section 1(a) above, with a copy to:

2830 Fremont LLC
7641 W. Post Rd
Las Vegas Nevada 89113

Any notice, request, communication, or demand by Landlord to Tenant shall, before the Possession Date, be addressed to Tenant at the address set forth for Tenant in Section 1(b) above, and on and after the Possession Date be addressed to Tenant at the address for the Premises, with a copy to:

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

Rejection or other refusal to accept a notice, request, communication, or demand or the inability to deliver the same because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, communication, or demand sent. In addition, any notice that is

Initials: _____
Tenant Landlord

properly given and addressed with the proper postage applied that is returned as being undeliverable shall be deemed to have been received as provided above.

ARTICLE 28

SALE OF DEMISED PREMISES BY LANDLORD

Notwithstanding anything contained herein to the contrary, after the tenth anniversary of the Lease Commencement Date, or April 1, 2032, Landlord may assign, in whole or in part, Landlord's interest in this Lease, and may sell all or part of the Retail Center. In the event of any sale or exchange of the demised premises by Landlord and/or an assignment by Landlord of this Lease, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the demised premises or to this Lease occurring after the consummation of such sale or exchange and/or assignment.

ARTICLE 29

TITLE OF LANDLORD

Landlord covenants that as of the date hereof there are no liens upon its estate other than: (a) the effect of covenants, conditions, restrictions, easements, mortgages or deeds of trust, ground leases, rights of way, and any other matters or documents of record as the same may from time to time be amended, hereinafter referred to as the "Agreement"); (b) the effect of any zoning laws of the City, County and State where the Retail Center is situated; and (c) general and special taxes not yet due and payable. Tenant agrees (i) that as to its leasehold estate it, and all persons in possession or holding under it, will conform to and will not violate the terms of the aforementioned Agreement or said matters of record; and (ii) that this Lease is and shall be subordinate to the Agreement and any amendments or modifications thereto, and Tenant further agrees, at the option of Landlord, to execute and return to Landlord within ten (10) days after written demand therefor by Landlord, an agreement in the form provided by Landlord with said written notice subordinating this Lease to the Agreement.

ARTICLE 30

NNN LEASE

This Lease shall be a "NNN Lease" and Tenant recognizes and acknowledges, notwithstanding terms or provisions to the contrary provided for herein and without limiting the generality of the other terms or provisions of this Lease, that it is the intent of the parties hereto that any and all rentals in this Lease provided to be paid by Tenant to Landlord, shall be net to Landlord, and except as otherwise set forth in this Lease, and expenses incurred in connection with the demised premises, or in connection with the operations thereon, excluding structural repair expenses, and including but not limited to any administrative expenses, management services, outside professional services, all taxes, assessments, general or special license fees, insurance premiums, public utility bills and costs of non-structural repair, maintenance and operation of the demised premises, together with the appurtenances thereto, shall be paid by Tenant, in addition to the rentals provided for herein. For avoidance of doubt, Landlord is solely responsible for payment of costs relating to structural repairs to the roof, foundation, floor slabs, permanent exterior walls, and support columns of the demised premises and Retail Center due to normal wear and tear.

ARTICLE 31

HAZARDOUS AND TOXIC MATERIALS

- 31.1 **HAZARDOUS MATERIALS.** Except for Hazardous Materials contained in products used by Tenant in de minimus quantities for ordinary cleaning and office purposes, Tenant shall not use, generate, manufacture, store or dispose of, on or about the Premises, or transport to or from the Premises, any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or any related materials or substances, including, without limitation, any substance defined as or included in the definition of "hazardous substances" under any applicable federal, state or local law, regulation or ordinance (collectively, "Hazardous Substances").
- 31.2 **MATERIALS CLAIMS.** Promptly, upon Tenant obtaining actual knowledge thereof, Tenant shall promptly notify Landlord in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened with respect to the Hazardous Substances pursuant to any applicable federal, state or local law, ordinance or regulation; and (ii) all claims made or threatened by any third party against Tenant or the Premises relating to any damage, loss or injury, whether to person or property, resulting from the Hazardous Substances.

Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall also mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof. Tenant shall not engage in any activity in, on or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Law (as defined herein "Reportable use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority. Reportable Use shall also include Tenant to being responsible for the presence in, on or about the premises or a Hazardous Substance with respect to which any Applicable Law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but in compliance with all Applicable Law, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of Tenant's business permitted on the Premises, so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to the use or presence of any Hazardous Substance, activity or storage tank by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefrom or therefore, including, but not limited to, the installation (and removal on or before Lease expiration or earlier termination) of reasonably necessary, protective modifications to the Premises (such as concrete encasements) and/or the deposit of a Security Deposit.

Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall promptly give written notice of such fact to Landlord. Tenant shall also promptly give Landlord a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from, any governmental authority or private party, or persons entering or occupying the Premises, concerning the presence, spill, release, discharge of, or exposure to, any

Initials: _____
Tenant

Landlord

Hazardous Substance or contamination in, on, or about the Premises, including but not limited to all such documents as may be involved in any Reportable Uses involving the Premises. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

Indemnification. To the extent permitted by law, Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders, and the premises, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, and/or permits. Landlord shall have the right to seek reimbursement for reasonable attorney's and consultant's fees arising out of or involving any Hazardous Substance or storage tank brought onto the Premises by or for Tenant or under Tenant's control. Tenant's obligations under Article 31 shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultant's and attorney's fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances or storage tanks, unless specifically so agreed by Landlord in writing at the time of such agreement.

Tenant's Compliance with Requirements. Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Requirements", which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements or any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Materials), now in effect or which may hereafter come into effect. Tenant shall, within five (5) business days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall promptly upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

Compliance with Law. Landlord, Landlord's agents, employees, contractors and designated representatives, and the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lenders") shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times during Tenant's regular business hours, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Requirements (as defined above), and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a Default or Breach of this Lease by Tenant or a violation of Applicable Requirements or a contamination, caused or materially contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Tenant shall upon request reimburse Landlord or Landlord's Lender, as the case may be, for the costs and expenses of such inspections.

ARTICLE 32

HOLDING OVER

- 32.1 **Holding Over.** In the event Tenant shall hold over the demised premises after the expiration of the term hereof without the express written consent of Landlord, Tenant shall become a tenant at sufferance only, at a monthly rental rate equal to one hundred fifty percent (150%) of the base rent applicable as of the date of such expiration, and otherwise subject to the terms, covenants, and conditions herein specified, so far as applicable.
- 32.2 **Indemnification.** Should Tenant fail to surrender the demised premises upon the expiration of this Lease; and to the extent permitted by law, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including without limitation any claim made by any succeeding tenant, founded on or resulting from such failure to surrender the demised premises.

ARTICLE 33

MISCELLANEOUS

- 33.1 **Negation of Partnership.** Nothing herein contained, either in the method of computing rent or otherwise, shall create between the parties hereto, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise. The sole relationship of the parties hereto shall be that of landlord and tenant.
- 33.2 **Applicable Law.** The laws of the State of Nevada shall govern the validity, performance and enforcement of this Lease. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is mutually agreed that the venue of such suit or action shall exclusively be in Clark County.
- 33.3 **Gender.** The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a tenant herein, whether the same shall be composed of one (1) or more individual(s) or entity(ies); and if Tenant shall be comprised of more than one (1) individual or entity, any notice required or permitted by the terms of this Lease may be given by or to any one (1) thereof and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Tenant shall be deemed a proper reference even though Tenant may be an individual, a partnership, a corporation or a group of two (2) or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one (1) tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.
- 33.4 **Successors.** The terms and agreements as contained in this Lease shall apply to, run in favor of and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, personal representatives and assigns and successors-in-interest.
- 33.5 **Entire Agreement.** It is understood that there are no oral agreements or representations between the parties hereto affecting this Lease, and this Lease supersedes representations and cancels any and all previous negotiations, arrangements, brochures, agreements or representations and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.
- 33.6 **Captions.** The titles of Articles and Sections herein are for convenience only and do not in any way define, limit or construe the contents thereof.
- 33.7 **Execution of Lease.** The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the demised premises; and this document shall become effective and binding only upon execution and delivery hereof by

Initials: _____
Tenant

Landlord

Tenant and by Landlord (or, when duly authorized, by Landlord's agent or employee). No act or omission of any agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

- 33.8 **Waiver of Redemption.** Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the demised premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.
- 33.9 **Severability.** If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, only one (1) of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 33.10 **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, acts of terror, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform any term, covenant or condition of this Lease, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage except the obligations imposed with regard to rental and other charges to be paid by Tenant pursuant to this Lease.
- 33.11 **Rules and Regulations.** Tenant agrees and covenants to comply with all of Landlord's rules and regulations as set forth in Exhibit "D" attached hereto. Landlord shall have the right from time to time to promulgate amendments and additional and new rules and regulations for the care, safety, maintenance and cleanliness of the demised premises and the Retail Center, or for the preservation of good order. On delivery of a copy of such amendments and additional and new rules and regulations to Tenant, Tenant shall comply with same. A violation of any of such rules and regulations shall constitute a default by Tenant under this Lease. If there is a conflict between the said rules and regulations and any of the provisions of this Lease, the provisions of this Lease shall prevail.
- 33.12 **Attorney's Fees.** In the event that at any time after the date hereof either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then and in that event, the prevailing party in such action or proceeding shall have the right to seek reimbursement from the party not prevailing for the reasonable expenses of attorney's fees and all costs and disbursements incurred therein by the prevailing party, including without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding to the extent permitted by law. The provisions contained in this Section 33.12 shall survive the expiration or earlier termination of this Lease.
- 33.13 **Brokers.** In connection with this Lease, Tenant warrants and represents that it has had no dealings with any broker and that it knows of no person who is or might be entitled to a commission, finder's fee or other like payment in connection herewith other than the Broker named in Article 1, if any, and to the extent permitted by law does hereby indemnify and agree to hold Landlord harmless from and against any and all loss, liability and expenses that Landlord may incur should such warranty and representation prove incorrect.
- 33.14 **Merchants' Association or Promotional Fund.** If Landlord forms a merchants' association or promotional fund to promote and enhance the Retail Center, Tenant agrees to join as a member and participate therein on the same terms as those on which the majority of the tenants of the Retail Center will join and participate.
- 33.15 **Safety and Health.** Tenant covenants at all time during the term of this Lease to comply with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq. and any analogous legislation in Nevada (collectively the "Act"), to the extent that the Act applies to the demised premises and any activities thereon. Without limiting the generality of the foregoing, Tenant covenants to maintain all working areas, all machinery, structures, electrical facilities and the like upon the demised premises in a condition that fully complies with the requirements of the Act, including such requirements as would be applicable with respect to agents, employees or contractors of Landlord who may from time to time be present upon the demised premises (except to the extent that the particular activities of such agents, employees or contractors of Landlord on the demised premises require safety precautions or alterations of the conditions of the demised premises beyond the requirements of such Act otherwise applicable to the demised premises, in which event Tenant shall not be obligated to undertake or provide any such additional safety precautions or alterations of conditions), and to the extent permitted by law, Tenant agrees to indemnify and hold Landlord harmless from and against any liability, claim or damages, arising as a result of a breach of the foregoing covenant and from all costs, expenses and charges arising therefrom, which indemnity shall survive the expiration or termination of this Lease. Landlord shall have the right to seek reimbursement of reasonable attorneys' fees and court costs incurred by Landlord in connection herewith.
- 33.16 **No Inducements.** Tenant warrants and represents that there have been no representations or statements of fact with respect to the demised premises, the Retail Center, the surrounding area or otherwise, whether by Landlord, its agents or representatives, any Lease broker or any other person, which representations or statements have in any way induced Tenant to enter this Lease or which have served as the basis in any way for Tenant's decision to execute this Lease, except as contained in this Lease.
- 33.17 **No Conditional Payments.** No payment by Tenant or receipt by Landlord of lesser amount than the total of all sums due hereunder shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement on any check, other payments or any accompanying letter be deemed an accord and/or satisfaction and Landlord may accept such cash and/or negotiate such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease or otherwise, regardless of whether Landlord makes any notation on such instrument of payment or otherwise notifies Tenant that such acceptance, cashing or negotiation is without prejudice to any of Landlord's rights.
- 33.18 **No Co-Tenancy Requirement.** Landlord reserves the right to affect such tenancies in the Retail Center as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interest of the Retail Center. Tenant is not relying on the fact, nor does Landlord represent, that any specific tenant or kind of tenant or number of tenants shall, during the term of this Lease, occupy any space in the Retail Center, nor that did any specify percentage of the Retail Center has heretofore been Leased.
- 33.19 **Retail Center Name Change.** Landlord reserves the right to change the name of the Retail Center from time to time during the term of this Lease.
- 33.20 **No Recordation; Time is of the Essence.** Tenant shall not record this Lease nor a short form memorandum hereof without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Time is of the essence of this Lease and each provision hereof in which time of performance is established.
- 33.21 **Confidentiality.** The Parties acknowledge Tenant is a public entity subject to Nevada's Public Records Act pursuant to Nevada Revised Statutes Chapter 239. Accordingly, documents, including this Lease and all amendments and their content may be open to public inspection and copying, provided however that Landlord shall have the right to timely object or dispute the production of any such documents, agreements or other materials in the appropriate court, and in the event of such objection Tenant shall not produce any such documents, agreements, or other materials until a determination is made by a court of competent jurisdiction.

Initials: _____
 Tenant Landlord

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective October 1, 2021.

"Landlord":
2830 Fremont LLC
a Nevada Limited Liability Company

"Tenant":
SOUTHERN NEVADA HEALTH DISTRICT
a Political Subdivision of the State of Nevada

By: _____
Managing Member

By: _____
Fermin Leguen, MD, MPH
District Health Officer

APPROVED AS TO FORM:

**This document is approved as to
form; signature to be affix after
Board of Health approval**

By: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

Initials: _____
 Tenant Landlord

EXHIBIT "A"

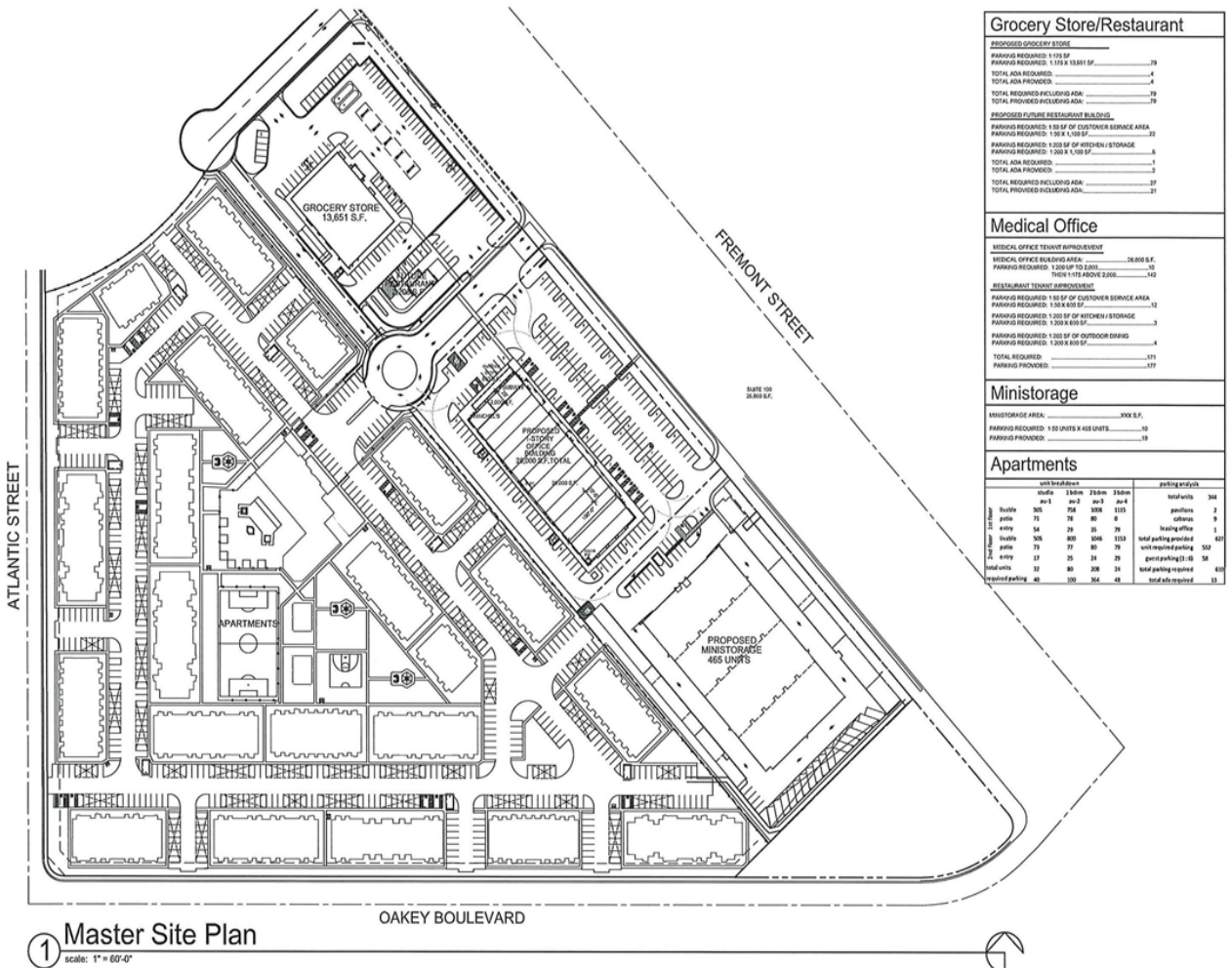
DESCRIPTION OF DEMISED PREMISES

The demised premises are located at 2830 Fremont Street in the City of Las Vegas, and the County of Clark, State of Nevada. The site containing the demised premises is located on approximately 2.93 acres, known as APN-01-212-005. The demised premises will contain +/- 26,000 rentable square feet of medical office space, as set forth in Article 1 of this Lease.

Initials: _____
Tenant

Landlord

**EXHIBIT A-1
RETAIL CENTER SITE PLAN**



Grocery Store/Restaurant						
PROPOSED GROCERY STORE						
PARKING REQUIRED: 1.75 SF						
PARKING REQUIRED: 1.75 X 18,811 SF	32					
TOTAL ADA REQUIRED:	4					
TOTAL ADA PROVIDED:	4					
TOTAL REQUIRED INCLUDING ADA:	32					
TOTAL PROVIDED INCLUDING ADA:	32					
PROPOSED FUTURE RESTAURANT BUILDING						
PARKING REQUIRED: 1.50 SF OF CUSTOMER SERVICE AREA						
PARKING REQUIRED: 1.50 X 1,100 SF	17					
PARKING REQUIRED: 1.50 SF OF KITCHEN / STORAGE						
PARKING REQUIRED: 1.50 X 1,100 SF	17					
TOTAL ADA REQUIRED:	1					
TOTAL ADA PROVIDED:	1					
TOTAL REQUIRED INCLUDING ADA:	34					
TOTAL PROVIDED INCLUDING ADA:	34					
Medical Office						
MEDICAL OFFICE TENANT APPROVEMENT						
MEDICAL OFFICE BUILDING AREA:	24,800 S.F.					
PARKING REQUIRED: 1.200 SF TO 1.000:	10					
TOTAL ADA ABOVE 2.000:	142					
RESTAURANT TENANT APPROVEMENT						
PARKING REQUIRED: 1.50 SF OF CUSTOMER SERVICE AREA						
PARKING REQUIRED: 1.50 X 800 SF	12					
PARKING REQUIRED: 1.50 SF OF KITCHEN / STORAGE						
PARKING REQUIRED: 1.50 X 800 SF	12					
PARKING REQUIRED: 1.50 SF OF OUTDOOR DINING						
PARKING REQUIRED: 1.50 X 800 SF	12					
TOTAL ADA REQUIRED:	1					
TOTAL ADA PROVIDED:	1					
TOTAL REQUIRED INCLUDING ADA:	34					
TOTAL PROVIDED INCLUDING ADA:	34					
Ministorage						
MINISTORAGE AREA:	3,000 S.F.					
PARKING REQUIRED: 1.50 UNITS X 400 UNITS:	10					
PARKING PROVIDED:	19					
Apartments						
unit breakdown						
studio	150sqm	250sqm	350sqm	total units:	361	
no-1	no-2	no-3	no-4	condos:	2	
studio	75	75	80	0	0	
condo	54	26	35	75	165	
studio	505	800	1000	1210	total parking provided:	407
no-1	75	75	80	75	unit required parking:	353
no-2	17	25	31	25	gross parking @ 10:	58
total units:	32	80	208	31	total parking required:	605
required parking:	40	170	364	49	total ada required:	13

Office Building Showboat Project
 for: BENTAR DEVELOPMENT
 City of Las Vegas
 Nevada
ST1

Initials: _____
 Tenant _____
 Landlord _____

EXHIBIT "B"

TENANT IMPROVEMENTS AGREED UPON BY LANDLORD AND TENANT

The following is a list of improvements that Landlord shall provide to Tenant. The Parties will each bear costs pursuant to the details of Article 7.

1. **DESCRIPTION OF TENANT IMPROVEMENTS AGREED UPON BY LANDLORD AND TENANT:**

Notwithstanding anything to the contrary contained in this Lease, Landlord shall deliver the Premises in good working condition upon completion of Tenant Improvements Agreed Upon by Landlord and Tenant to the existing Floor Plan pursuant to Exhibit B-1, Proposal to Landlord for Completion of Tenant Improvements Agreed Upon by Landlord and Tenant, which will be executed pursuant to the details of Article 7. In the event Tenant elects to construct additional improvements ("Additional Tenant Improvements") and/or Alterations within the Premises, Tenant shall be subject to prior approval by Landlord and shall construct such additional improvements in accordance with the provisions of this Lease. Attached is a detailed proposal from Landlord's Contractor itemizing all Tenant Improvements to be completed by Landlord pursuant to the details of Article 7.

IN WITNESS WHEREOF, this Work Letter Agreement is executed as of the date of the Lease.

"Landlord":
2830 Fremont LLC
a Nevada Limited Liability Company

"Tenant":
SOUTHERN NEVADA HEALTH DISTRICT
a Political Subdivision of the State of Nevada

By: _____
Managing Member

By: _____
Fermin Leguen, MD, MPH
District Health Officer

**EXHIBIT B-1
 DETAILS CONCERNING COMPLETION OF TENANT IMPROVEMENTS AGREED UPON BY LANDLORD AND TENANT**

LANDLORD'S TENANT IMPROVEMENT ALLOWANCE LIMIT \$1,560,000.00 (\$60/SQ FT)
 TENANT IMPROVEMENT PAYMENTS TO BE MADE BY TENANT LIMIT \$668,720 (\$25.72/SQ FT)

JOB ADDRESS: 2830 Fremont Street, Las Vegas, Nevada.

DESCRIPTION OF WORK:

BENTAR

Development Inc.

**Southern Nevada Health District TI Preliminary Budget
 2830 E. Fremont Office Building TI
 July 14, 2021**

Bentar Development, Inc. Lic. #033481 Class B-Unlimited

This Budget is based on:

ID Drawings by Atwood Designs, Review Set #2 dated 5-24-21, No MPE drawings.

Description of Work

<u>Description of Work</u>	<u>Construction Value</u>
Division 1 - General Requirements	
Building Permit	By Owner
Sewer Connection Fees	By Owner
Material Testing and QAA Inspections	By Owner
General Conditions	\$ 5,000.00
Supervision / Project Management	\$ 56,000.00
Profit & Overhead	\$ 139,921.46
General Contractor's Liability Insurance	\$ 24,985.98
Division 2 - Site Work	
Temporary Power	\$ 4,000.00
Haul Off of Excess Materials (allowance)	\$ 4,000.00
Construction and Final Clean	\$ 25,000.00
Division 3 - Concrete	
Concrete Foundation Pour Back	\$ 119,200.00
Division 6 - Woods & Plastic	
Millwork	\$ 91,400.00
Division 7 - Thermal & Moisture Protection	
Insulation (Interior walls only)	\$ 13,406.00
Misc. Caulking, Sealants (allowance)	\$ 3,000.00
Division 8 - Doors & Windows	
Doors, Frames and Hardware	\$ 71,895.00
Windows, Glazing	\$ 17,630.00
Access Control	By Tennant
Division 9 - Finishes	
Metal Framing	\$ 207,970.00
Drywall	\$ 132,808.00
ACT	\$ 83,804.00
FRP	\$ 9,450.00
Interior Painting	\$ 59,752.00
Solid Surface	n/a
LVT	\$ 113,944.00
Floor and Wall Tile	\$ 78,001.00
Carpet, Base	\$ 12,822.00
Division 10 - Specialties	
Restroom Accessories	\$ 24,454.00
Baby Changing Stations	\$ 3,900.00
Crash Rails In Hallways	\$ 32,837.00
Fire Extinguishers	\$ 4,200.00
Division 15 - Mechanical	
Plumbing (bid with basic fixture not spec'd fixtures)	\$ 140,505.00
HVAC	\$ 290,000.00
Fire Sprinklers	\$ 63,900.00
Division 16 - Electrical	
Electrical	\$ 375,000.00
Fire Alarm	\$ 20,000.00
TOTAL	\$ 2,228,785.44

Cost per sq ft \$ 85.72

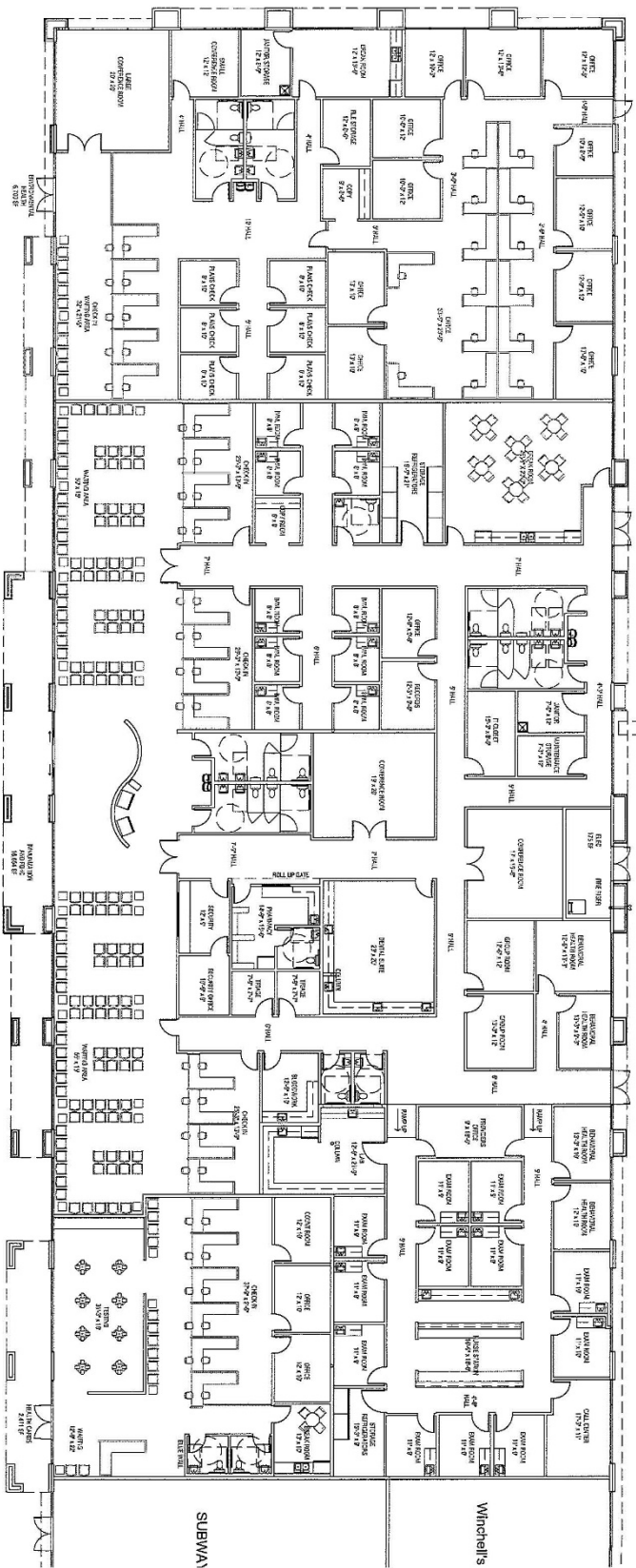
Exclusions:

permits; plan check fees; utility fees; other government fees and taxes; bid performance or payment bonds; excavation/removal of hazardous materials or contaminated soils; de-watering; disposing of contaminated water; modifications to utility lines due to conflicts in elevation/locations and size; asbestos testing and removal; temp power; low voltage; full fire alarm, interior and exterior signage; display panels; devices, equipment; office equipment; furniture; window coverings; damage to construction due to acts of nature or vandalism; access control systems; low voltage systems and wiring.

Initials: _____
 Tenant

 Landlord

**EXHIBIT B-2
NEW FLOOR PLAN FOR DEMISED PREMISES**



SNHD
space plan / option C.2

05-07-21
1/8"=1'-0"
atwood
DESIGN

Initials: _____
Tenant

Landlord

EXHIBIT "C"

ESTOPPEL CERTIFICATE

The undersigned, as Tenant under that Lease, Effective Date October 1, 2021 made with 2830 Fremont LLC as Landlord, hereby certifies as follows:

- (1) That the undersigned has entered into occupancy of the demised premises as described in said Lease;
- (2) That said Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except as follows:
N/A;
- (3) That the same represents the entire agreement between the parties as to said Lease;
- (4) That the commencement date of said Lease is April 1, 2022;
- (5) That there is an unexpired term hereunder of 180 months;
- (6) That all conditions of said Lease to be performed by Landlord and necessary to the enforceability of said Lease have been satisfied;
- (7) That there are no uncured defaults by either Tenant or Landlord thereunder;
- (8) That no rents have been prepaid, other than as provided in said Lease;
- (9) That on this date there are no existing defenses or offsets which the undersigned has against the enforcement of said Lease by Landlord;
- (10) That the minimum monthly rent is currently \$39,000.00 and has been paid through April, 2022;
- (11) That the monthly common area expenses (CAM) is currently \$10,400; and
- (12) That the amount of the security deposit held by Landlord is currently \$00; and
- (13) That the amount of the first month's rent held by Landlord is currently \$39,000 representing April, 2022, rent.

The undersigned hereby agrees to (i) disclaim all right, title or interest in said demised premises except the rights granted by said Lease; and (ii) give to the holder of any mortgage affecting the demised premises, or its assignee, the same right as the Landlord has to cure any default complained of in any notice or demand.

Executed this _____ day of _____, 2021.

**TENANT: SOUTHERN NEVADA HEALTH DISTRICT
a Political Subdivision of the State of Nevada**

**BY: _____
Fermin Leguen, MD, MPH
District Health Officer**

Initials: _____
Tenant Landlord

EXHIBIT "D"

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS (CC&Rs)

APN: 162-01-201-007 and 162-01-201-006

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

2800 Fremont LLC
7641 W. Post Road
Las Vegas, Nevada 89113

Inst #: 20200817-0001402
Fees: \$42.00
08/17/2020 02:02:59 PM
Receipt #: 4173022
Requestor:
BENTAR DEVELOPMENT INC
Recorded By: SCHIABLE Pgs: 40
Debbie Conway
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS ("CC&Rs") is made as of this 12th day of August,
2020, by 2800 Fremont LLC, a Nevada limited liability company ("**Declarant**").

RECITALS

A. Declarant is the owner of certain real property located in the City of Las Vegas, Clark County, Nevada commonly known as the Showboat Park, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**" or sometimes, the "**Park**").

B. Portions of the Property have been or will be improved by the construction of commercial and multi-family residential improvements, parking areas, driveways and related amenities.

C. Declarant now wishes to impose upon the Property and all Parcels (*defined below*) created within the Property from time to time for the benefit of the owners of Parcels and their successors in interest certain (i) construction standards, (ii) reciprocal rights of access and parking across the Property, (iii) provisions for the maintenance of parcels within the Property, and (iv) use restrictions, each of the foregoing pursuant to the provisions of these CC&Rs.

CC&Rs
SHOWBOAT PARK
Page 1

CCRS - SHOWBOAT PARK.DOCX

19381.1

Initials: _____
Tenant

Landlord

**ARTICLE 1
DEFINITIONS**

Unless the context otherwise specifies or requires, the terms defined in this Article 1 shall, for all purposes of these CC&Rs, have the meaning herein specified.

SECTION 1.1. BUILDING. “**Building**” shall mean each Improvement within the Park intended for occupancy and commercial or residential use, as shown on the Site Plan attached hereto and incorporated herein as Exhibit B (the “**Site Plan**”).

SECTION 1.2. COMMON AREA. “**Common Area**” shall mean (a) common curb cuts, roadways, driveways, aisles, walkways and sidewalks, and (b) any landscape areas which may be established within any Parcel and shown on the Common Area Plan attached hereto and incorporated herein as Exhibit C (the “**Common Area Plan**”).

SECTION 1.3. DECLARANT’S RIGHTS PERIOD. The “**Declarant’s Rights Period**” shall mean the period of time commencing on the date that these CC&Rs are recorded in the Official Records and terminating at such time as Declarant, or any assignee of Declarant pursuant to Section 15.2 (*Assignment of Declarant’s Rights*) below, no longer owns any of the Property subject to these CC&Rs.

SECTION 1.4. GOVERNMENTAL AUTHORITY. “**Governmental Authority**” shall mean any federal, state, county, municipal or other governmental or regulatory authority, agency, board, department, bureau, body, commission, or instrumentality, or quasi-governmental authority, and any court, arbitrator, or other administrative, judicial or quasi-judicial tribunal, or any other public or quasi-public authority, having jurisdiction over the Property or the matter at issue.

SECTION 1.5. IMPROVEMENT. “**Improvement**” shall mean any structures and appurtenances thereto of every type and kind, above or below the surface of the land, including, but not limited to, buildings, walkways, sprinkler and sewer pipes or lines, telephone lines, power lines, water lines and other utility facilities and any drainage facilities, garages, roads, driveways, parking areas, fences, screening walls, retaining walls, landscaping, hedges, slopes, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, and mechanical and electrical equipment.

SECTION 1.6. MORTGAGE/MORTGAGEE. “**Mortgage**” shall mean a mortgage, deed of trust or other security device affecting all or any portion of a Parcel or Parcels and which shall have been recorded in the Official Records, and “**Mortgagee**” shall mean and refer to the mortgagee, beneficiary or other holder of any of the foregoing instruments, provided the name and address of such mortgagee, beneficiary or other holder shall appear in the Official Records.

SECTION 1.7. OCCUPANT. “Occupant” shall mean the lessee, user or Owner of a Parcel and anyone occupying or using such Parcel under or through such lessee or Owner, including, without limitation, their employees, agents, contractors and invitees. Each and every provision in these CC&Rs which imposes a duty, burden, restriction or other similar matter on an Owner shall be imposed on all Occupants whether or not so stated.

SECTION 1.8. OFFICIAL RECORDS. “Official Records” shall mean the Official Records of the Recorder of Clark County, Nevada.

SECTION 1.9. OPEN AREA. “Open Area” shall mean that portion of a Parcel which does not contain a building.

SECTION 1.10. OWNER. “Owner” shall mean any person having any fee simple estate in any Parcel, excluding any person who holds such interest as security for the payment of an obligation, but including any Mortgagee or other security holder in actual possession of any Parcel, by foreclosure or otherwise, and any person taking title from any such security holder.

SECTION 1.11. PARCEL. “Parcel” shall mean any legal parcel within the Property as the same presently exist or which may be created by Declarant, including any Common Areas thereon. No Parcel may be created other than by Declarant so long as Declarant owns any portion of the Property, unless prior written approval is obtained from Declarant.

SECTION 1.12. STRUCTURE. “Structure” shall mean any device, thing, or improvement, the placement of which upon any Parcel might affect the physical appearance thereof, including, by way of illustration and not limitation, the buildings, sheds, covered patios, walkways, driveways, fountains, parking areas, trees, shrubbery, paving, curbing, landscaping, fences or walls, satellite dishes, television or radio antennas, and any sign or signboard. “Structure” shall also mean any excavation or fill, the volume of which exceeds ten (10) cubic yards; or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Parcel.

SECTION 1.13. UNIT. “Unit” shall mean, with respect to any Building that has been divided into separate legal parcels, each portion of such Building that is the part of a separate legal parcel.

SECTION 1.14. UTILITY SERVICE PROVIDERS. “Utility Service Providers” shall mean the appropriate providers of services having jurisdiction over the Property or Improvements related to the Property, including, without limitation, providers of water, wastewater, storm water control, power, gas, communication, and other services.

**ARTICLE 2
GENERAL CC&Rs**

SECTION 2.1. PROPERTY SUBJECT TO CC&RS. Declarant hereby declares that all of the Property, is hereby made subject to these CC&Rs and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to these CC&Rs. All of the covenants and provisions of these CC&Rs are hereby declared to be in furtherance of a general plan for the subdivision, improvement, use, enjoyment and sale of Parcels within the Property, and are established for the purpose of enhancing and perfecting the value, aesthetics, desirability and attractiveness of the Property and the Parcels.

SECTION 2.2. BINDING EFFECT, RUN WITH THE LAND. All of the provisions contained in these CC&Rs shall run with the land now or hereafter constituting the Property, for all purposes, and shall be binding upon and inure to the benefit of Declarant and all Owners, as well as their respective successors-in-interest and assigns. All of the provisions contained in these CC&Rs shall also be binding upon all Occupants of the Property, as well as their respective successors-in-interest and assigns, invitees, employees and agents. Each Owner, Occupant, or other person in interest, accepting a deed to any Parcel, or accepting an interest in any Parcel, whether or not the same incorporates or refers to these CC&Rs, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these CC&Rs.

**ARTICLE 3
COMMON MAINTENANCE**

SECTION 3.1. MAINTENANCE DIRECTOR. During the Declarant's Rights Period, Declarant, or a party appointed by Declarant, shall be the Maintenance Director. At the termination of the Declarant's Rights Period, Declarant shall designate the Maintenance Director, who shall be the Owner of the apartment project located on Lot 1. Thereafter, the Owners may designate a successor Maintenance Director by obtaining an Owner Approval approving such Maintenance Director; provided, however, that any such Maintenance Director that is removed shall be entitled to collect the Management Fee, prorated for the period served, that is due to such Maintenance Director for the work performed by the removed Maintenance Director, unless such Maintenance Director is removed due to fraud or willful misconduct.

SECTION 3.2. COMMON MAINTENANCE ITEMS. The Maintenance Director shall maintain, repair and replace the Common Maintenance Items (*defined below*) in first-class order, repair, and condition in compliance with the provisions of these CC&Rs and all applicable governmental regulations. In addition to the maintenance obligations described in the previous sentence, maintenance of the Common Maintenance Items shall also include, without limitation, any specific maintenance duties listed with the definition of Common Maintenance Items in this Section 3.2 below. The Maintenance Director shall maintain the Common Maintenance Items on

a non-profit basis subject, however, to the Maintenance Director's right to collect the Management Fee described below.

The "**Common Maintenance Items**," which are exclusively located within the Common Area shown on **Exhibit C**, shall be the following items:

- (i) **Common Parking Lot Lighting:** The common lighting in the common private drives (the "**Common Lighting**" which specifically excludes any lighting that is attached to a building or otherwise draws its power from an Owner's meter) shall be kept adequately lighted and replacing all damaged or defective bulbs or fixtures;
- (ii) **Common Signage:** Any pylon sign and/or any shared monument signs erected by Declarant (collectively, the "**Shared Pylon and Monument Signs**");
- (iii) **The Fire Water Facilities** (defined in **Section 13.1; Fire Water Service**);
- (iv) **Common Landscaping:** The areas designated as "**Common Landscaping Areas**" are defined as those landscaping areas within or abutting the common private drives serviced by a common irrigation meter, or as designated in the future by Declarant. The Maintenance Director shall be responsible for repairing automatic sprinkler systems or water lines and replacing shrubs and other landscaping as necessary; and keeping Common Landscaping Areas in a neat and clean condition, to be performed at such intervals as the Maintenance Director deems necessary or desirable; and
- (v) **General Items:** The Maintenance Director may perform any other specific duties described under these CC&Rs in conjunction with the management and operation and maintenance of the Common Maintenance Items.

SECTION 3.3. MANAGEMENT FEE. The Maintenance Director may charge a management fee (the "**Management Fee**") in an amount equal to five percent (5%) of the Common Expenses (defined in **Section 6.1; Common Expenses**, below), which expenses shall exclude, solely for the purposes of calculating such Management Fee, real property taxes, the premiums for insurance the Maintenance Director carries pursuant to these CC&Rs, and management or administrative fees paid to any third party to perform some or all of the Maintenance Director's obligations to maintain the Common Maintenance Items. The Management Fee paid to the Maintenance Director shall be in lieu of, and not in addition to, any administrative, personnel or other overhead expenses of the Maintenance Director. In the event the Maintenance Director shall, in its discretion, engage a third party as its agent to oversee the

maintenance of the Common Maintenance Items, the third party's fee shall be deemed a Common Expense.

SECTION 3.4. COMMON MAINTENANCE BUDGET AND EXPENSES. The Maintenance Director shall prepare an annual budget and distribute it to the Owners for their approval. The annual budget must be approved by sixty-seven percent (67%) of the total voting power of the Owners. If an Owner does not respond to the Maintenance Director's request for a vote on the annual budget within thirty (30) days of the Maintenance Director's written notice, the non-responding Owner shall be deemed to have approved the applicable annual budget. All expenses incurred by the Maintenance Director for the Common Maintenance Items, including, without limitation, expenses related to any insurance maintained by the Maintenance Director pursuant to these CC&Rs, utility charges for the Common Maintenance Items, and the Management Fee, shall be Common Expenses and shall be collected by the Maintenance Director pursuant to Article 6 (Common Expenses and Assessments) below.

**ARTICLE 4
OWNER MAINTENANCE OBLIGATIONS**

SECTION 4.1. MAINTENANCE OF PARCELS. Each Owner shall maintain, repair and replace the entirety of its Parcel (including, without limitation, all Improvements, Structures and landscaping thereon) in a safe, clean, neat and sanitary condition and in all respects in compliance with these CC&Rs and all applicable laws, including governmental zoning, health, fire and police requirements (collectively, the "**Owner Maintenance**"). Notwithstanding the foregoing, the Owner Maintenance shall specifically exclude the Common Maintenance Items. The Owner Maintenance shall include, without limiting the generality of the foregoing, the following items (if not part of the Common Maintenance Items):

- (a) Maintaining the paved, concrete or other improved surfaces of the Parcel in a level, smooth and evenly covered condition, clearly striped, with the type of surfacing material originally installed, or such substitute as shall in all respects be equal in quality, use and durability;
- (b) Removing all trash, refuse, papers, debris and dirt, and thoroughly sweeping the area to the extent necessary to keep the Parcel in a clean and orderly condition;
- (c) Placing, maintaining, keeping in repair and replacing as necessary any business signs, directional signs, and markers, but specifically excluding the Shared Pylon and Monument Signs;
- (d) Maintaining any satellite dishes, television antennas, and/or radio antennas on the Parcel, if any are approved, in such a manner so that they are not visible and

otherwise do not cause the Parcel to be maintained in anything but a clean and orderly condition;

(c) Operating, keeping in repair and replacing as necessary such artificial lighting facilities as shall be reasonably required for the safe and attractive condition of the Parcel, but specifically excluding the Common Lighting;

(f) Maintaining all exterior walls, roofs, covered walkways and overhangs in a good condition and state of repair;

(g) Maintaining any perimeter walls in a good condition and state of repair;

(h) Maintaining and repairing the landscaping and irrigation systems servicing the Parcel which are not part of the Common Landscaping Areas;

(i) Maintaining, repairing, replacing and paying for charges for any utilities, including without limitation water and lighting, which may exist on the Parcel; and

(j) Maintaining each Parcel and all improvements thereon in a good condition and state of repair and in compliance with applicable laws.

SECTION 4.2. VIOLATION OF MAINTENANCE OBLIGATION. In the event that the Owner of a Parcel fails to maintain such Parcel in accordance with these CC&Rs, the Maintenance Director may, at any time, initiate legal proceedings to enforce compliance with these CC&Rs pursuant to Article 7 (Enforcement) and/or send the failing Owner written notice (a “**Notice to Cure**”) to cure any necessary maintenance, repair or replacement (a “**Failed Owner Duty**”). If the Owner does not cure the Failed Owner Duty within two (2) weeks of receipt of a Notice to Cure, or if the Failed Owner Duty is of such a nature that it cannot be reasonably cured within such period of time, if the Owner does not commence to cure the Failed Owner Duty within three (3) business days of receipt of a Notice to Cure and thereafter continuously and diligently pursue to completion the cure of the Failed Owner Duty, which in no event shall take longer than one (1) month, then the Owner shall be in “**Default**” under these CC&Rs.

In the event that an Owner is in such Default hereunder, the Maintenance Director may immediately take any one or more of the following actions: (i) assess the Owner’s Parcel with a penalty of ten percent (10%) of the reasonable estimated costs of remedying the Failed Owner Duty, which each Owner agrees is a reasonable estimate of the damage that will be incurred in the event of a Default hereunder; and (ii) enter upon that Parcel and cause any Failed Owner Duty to be remedied and assess the Defaulting Owner for the cost thereof. The Maintenance Director or any of its employees or agents shall not be deemed to have trespassed upon such Parcel and shall not be subject to any liability to the Owner of such Parcel for such entry, abatement or removal of a Failed Owner Duty. Any amounts assessed due to a Default pursuant to this Section 4.2 shall be

a binding, personal obligation of the Owner of the Parcel upon which such Failed Owner Duty has occurred as well as a lien upon such Parcel. All amounts so owned while an Owner is in default shall accrue interest at the Default Rate.

**ARTICLE 5
TAXES AND INSURANCE**

SECTION 5.1. OWNER'S LIABILITY INSURANCE. Each Owner shall, throughout the term of these CC&Rs, maintain at their sole expense a policy or policies of public liability insurance with limits of not less than \$2,000,000.00 combined single limit for injury or death to person or damage to property occurring on such Owner's Parcel, including any Common Areas thereon. The Declarant (prior to the expiration of the Declarant's Rights Period) and the Maintenance Director shall be an additional named insured on each such policy. The required insurance shall be carried by a reputable insurance company or companies qualified to do business in the State of Nevada. The insurance may be carried under a "blanket" policy or policies covering other properties of the Owner and its subsidiaries, controlling, or affiliated corporations. Each Owner shall, upon written request from the Maintenance Director, furnish to the Maintenance Director certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section 5.1. Each Owner and the Maintenance Director hereby waive any rights of recovery against any other Owner and Occupants for any damage or consequential loss covered by those policies, against which the Owner is protected by insurance, to the extent of the proceeds payable under those policies, whether or not that damage or loss shall have been caused by any acts or omissions of the other Owner or Occupants. The combined single limit amount noted above may, no more often than once every five (5) years, be adjusted by the Maintenance Director, if, in the Maintenance Director's commercially reasonable judgment, insurance for similar centers in the greater Las Vegas area has increased to such amount to be proposed by the Maintenance Director.

SECTION 5.2. OWNER'S CASUALTY INSURANCE. Each Owner shall also, throughout the term of these CC&Rs, maintain at their sole expense a policy or policy of fire and casualty insurance covering all Structures on such Owner's Parcel, in an amount as near as possible to the full replacement value thereof, which provides for the replacement and restoration of such Structures in the event of a fire or other casualty. Any such insurance shall otherwise conform to the provisions with respect to insurance contained in Section 5.1.

SECTION 5.3. PARK INSURANCE CARRIED BY THE MAINTENANCE DIRECTOR. The Maintenance Director may carry an insurance policy or policies that benefit the Park and are deemed necessary or desirable in the Maintenance Director's reasonable discretion, and bill amounts to be expended therefor as Common Expenses.

SECTION 5.4. TAXES. Each Owner shall pay or cause to be paid, prior to delinquency, directly to the taxing authorities, all real property taxes and assessments, including Special

Improvement District assessments, which may be levied against such Owner's Parcel and all municipal, county, state or federal taxes assessed against any leasehold interest or any personal property of any kind owned, installed or used by each Owner or its tenants.

**ARTICLE 6
COMMON EXPENSES AND ASSESSMENTS**

SECTION 6.1. COMMON EXPENSES. "Common Expenses" shall mean all amounts designated as Common Expenses in these CC&Rs, together with reasonable reserve, as the Maintenance Director may find necessary and appropriate pursuant to these CC&Rs.

SECTION 6.2. ALLOCATION OF ASSESSMENTS. The Maintenance Director shall estimate, annually in advance, the amount of Common Expenses for the succeeding year, and such estimated Common Expenses shall be allocated among the Owners pro rata, based upon each Owner's Proportionate Share. Each Owner's "Proportionate Share" shall mean the combination of the anticipated wear and tear to the Common Area resulting from the use of each Owner's Parcel as a factor together with the total acre feet of each Owner's Parcel compared to the total acreage of all Parcels in the Park. The sum of all Owners' Proportionate Shares shall at all time equal one hundred percent (100%), but individual Parcel's Proportionate Shares shall only approximate their size (and use) compared to the total acreage of all Parcels in the Park. The Proportionate Shares for the Parcels as of the date of these CC&Rs are as follows:

<u>Parcels</u>	<u>Size (Acres)</u>	<u>Proportionate Share</u>
Lot 1	16.77	55.0%
Lot 1-1	2.76	20.0%
Lot 1-2	2.93	15.0%
Lot 1-3	<u>3.21</u>	<u>10.0%</u>
 TOTAL:	 25.67	 100.0%

SECTION 6.3. COLLECTION OF ASSESSMENTS. No later than **one (1) month** prior to the first day of each assessment year (as may be established by the Maintenance Director), the Maintenance Director shall notify each Owner in writing of the estimated Common Expenses for the succeeding assessment year, and such notice shall contain a computation of each Owner's Proportionate Share. The estimated Proportionate Share of Common Expenses allocated to each Owner for any assessment year shall be payable in monthly installments in advance, each installment equal to one-twelfth (1/12) of the Common Expenses allocated to each Owner. The installment payment shall be due and payable on the first day of each month of such assessment year. An account shall be opened in the name of the Maintenance Director at a federally insured banking institution, and all amounts received by the Maintenance Director shall be promptly deposited therein. As promptly as practicable after the end of each assessment year, the

Maintenance Director shall determine the actual amount of all Common Expenses for the preceding year and shall allocate any deficit to the respective Owners in their Proportionate Shares. If a surplus has been collected, it shall, in the discretion of the Maintenance Director, be either refunded to the Owners or held in the Maintenance Director's account shall be used to off-set the future Common Expenses of the Maintenance Director. If at any time there is a deficit in the amounts collected by the Maintenance Director, the Maintenance Director may notify all of the Owners of such deficit, which notice shall set forth the Proportionate Share of such deficit attributable to each Owner, and said amounts shall be payable within **one (1) month** after delivery of such notice.

SECTION 6.4. SPECIAL ASSESSMENTS. Nothing contained in this Article 6 is intended to limit the ability of the Maintenance Director to provide additional or special services to any Parcel, in which event the costs and expenses therefor shall be the matter of a separate agreement between the Owner of such Parcel and the Maintenance Director. Furthermore, in the event an Owner fails to maintain (or to cause to be maintained) it's Parcel, as required by Section 4.8, the Maintenance Director shall be entitled to maintain such Parcel (or portion thereof). All costs, expenses and reasonable fees incurred by the Maintenance Director pursuant to the provisions of this Section 6.4 shall be payable as a special assessment against the Parcel.

SECTION 6.5. INITIAL PRORATIONS. The Common Area assessments allocated to each Parcel owned by Declarant pursuant to this Article 6 ("**Common Area Assessments**"), if any, shall be the obligation of Declarant until Declarant's conveyance of such Parcel. At close of escrow for each Parcel, Declarant shall notify the Owner of each such Parcel of the amount of such Owner's Proportionate Share of the estimated Common Area Assessment for the calendar year in which the close of escrow occurs, which amounts shall be prorated for the number of days remaining in the calendar year. Such Owner shall reimburse Declarant for any prorated amounts paid by Declarant through escrow at closing.

ARTICLE 7 ENFORCEMENT

SECTION 7.1. DEFAULT. An Owner shall be in "**Default**" under these CC&Rs if: (i) an Owner otherwise fails to pay any Common Area Assessment when due, (ii) an Owner fails to pay any other amounts due under these CC&Rs within **four (4) weeks** after receipt of written notice of amount due, (iii) in the event that a provision of these CC&Rs provides that such Owner is in Default hereunder, or (iv) such Owner fails to fulfill any of its other non-disputed non-monetary obligations under these CC&Rs within **two (2) weeks** of written notice by the Maintenance Director to do so. Other than amounts due under an adopted annual budget, any Owner may dispute amounts due under these CC&Rs by written notice to the Maintenance Director within **two (2) weeks** of the date of the Maintenance Director's invoice. The disputing Owner and the Maintenance Director shall in good faith seek to resolve the disputed amount(s) within **four (4)**

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weeks. If the dispute is not resolved within the four (4) week period, then the parties shall submit the matter to binding arbitration. The arbitrator shall be a licensed property manager and the losing party shall pay all fees and expenses of the arbitration together with the prevailing party's attorneys' fees and costs. The arbitration shall be informal with the primary purpose to determine whether the disputed amount(s) is/are commercially reasonable under the facts and circumstances. The arbitrator's decision shall be final and binding on the parties.

SECTION 7.2. DEFAULT RATE. "Default Rate" shall mean a per annum rate of interest equal to the "prime rate" publicly announced from time to time by Bank of America National Trust and Savings Association, San Francisco, California (or, in the event of the discontinuance of such rate, a reasonable replacement reference rate determined from time to time by the Maintenance Director) plus eight percent (8%).

SECTION 7.3. LIEN UPON DEFAULT. In the event that an Owner is in Default, such charges, together with interest thereon at the Default Rate and all attorneys' fees and costs of collection shall constitute a lien on that Owner's Parcel upon the Maintenance Director recording a document in the Official Records which specifies the Parcel or Parcels in violation, describes the nature of the violation and sets forth the amount due. At any time after the lien has been recorded and a copy thereof has been served upon the offending Owner, a civil action or a non-judicial foreclosure for the recovery of such sums may be brought to foreclose the lien upon the offending Parcel or Parcels in any manner now or hereafter permitted by Nevada law, including, to the extent permitted by applicable law, enforcement of such lien pursuant to a sale conducted in accordance with the provisions of (i) Covenants Nos. 6, 7 and 8 of NRS 107.030 and/or (ii) NRS 116.3116 to NRS 116.31168, inclusive, or any successor laws hereafter in effect.

SECTION 7.4. LEGAL ACTION UPON VIOLATION. If the Maintenance Director does not elect to establish and enforce a lien against any offending Parcel, it may nevertheless bring a civil action against the pertinent Owner to recover all costs, expenses and damages incurred or suffered in connection with a violation of any provision of these CC&Rs and/or to recover any delinquency. Moreover, violation of any provision of these CC&Rs may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings to restrain violation of these CC&Rs may be brought at any time that such violation appears imminent without the necessity of the notice and right to cure in Section 4.2 above. Any material violation or threatened material violation of these CC&Rs is hereby declared to be a circumstance which threatens the Park with an immediate, material and irreparable injury without adequate remedy at law, such that the Maintenance Director shall be per se entitled to apply for and receive equitable relief, including, without limitation, a temporary restraining order, preliminary injunction and permanent injunction, mandatory or prohibitive. In the event of proceedings brought by any party or parties to enforce or restrain violation of any provision of these CC&Rs or to determine the rights or duties of any person hereunder, the prevailing party in such proceedings may recover a

reasonable attorneys' fee to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceeding.

SECTION 7.5. NO WAIVER. The failure of any party entitled to enforce any provision of these CC&Rs to do so shall in no event be deemed a waiver of the right of any such party to enforce these CC&Rs thereafter. Waiver or attempted waiver of any provision hereof with respect to any Parcel shall not be deemed a waiver thereof as to any other Parcel, nor with respect to the Parcel in question in regard to any subsequent violation, nor shall the violation of any provision of these CC&Rs upon any Parcel affect the applicability or enforceability of these CC&Rs with respect to any other Parcel.

**ARTICLE 8
OWNER'S VOTING**

Each Owner (other than Declarant) shall be entitled to one (1) vote, and Declarant shall be entitled to three (3) votes, for each Proportionate Share allocated to the Owner's and/or Declarant's Parcel. The Proportionate Shares allocated to each Parcel as of the date of these CC&Rs are set forth in Section 6.2, and result in the following votes:

<u>Parcels</u>	<u>Prop. Share</u>	<u>Votes</u>
Lot 1	55	55
Lot 1-1	20	20
Lot 1-2	15	15
Lot 1-3	10	<u>10</u>
TOTAL VOTING POWER:		100 votes

Whenever the vote of the Owner's shall be necessary as provided in these CC&Rs, the affirmative vote of Owners owing at least fifty-one percent (51%) of the total voting power in the Park (an "**Owner Approval**") shall be required unless a different amount is specified. The vote of the Owners may be obtained by (i) a duly called meeting of the Owners, provided that at least **one (1) month's** prior notice is sent to all Owners in the Park, or (ii) the prior written consent of the Owners. When the Maintenance Director is seeking the vote of the Owners, it shall endeavor to obtain the prior vote at a dully called meeting or the prior written consent of the Owners for any such action requiring the vote of the Owners. In the event that the vote of the Owners is required pursuant to these CC&Rs for any item, and a prior vote is not obtained, a subsequent vote or ratification by the requisite number of Owners required for such item shall have the same legal effect as if said Owners prior written consent had been obtained.

**ARTICLE 9
PARK STANDARDS**

SECTION 9.1. OPEN AREAS. Concurrently with the construction of any Improvement on any Parcel, the Owner thereof shall develop all Open Areas of such Parcel for parking, ingress, egress, landscaping and other similar purposes permitted herein and approved by Declarant. Unless otherwise approved by Declarant, each Owner shall be required to landscape all Open Areas upon such Owner's Parcel which border upon a street or Parcel. Nothing contained in these CC&Rs shall prohibit the subsequent development of Improvements on an Open Area so long as all requirements of these CC&Rs are complied with in connection with such development. Every Owner shall also diligently proceed to complete any construction commenced on a Parcel, provided, however, that the installation of approved landscaping (including, without limitation, the landscaping required by the second sentence of this Section 9.1) shall be completed within three (3) months of the earlier of (i) completion of the primary building constructed on a Parcel or (ii) commencement of business on a Parcel by any Occupant.

SECTION 9.2. ARCHITECTURAL REVIEW BY DECLARANT.

(a) No Improvement (other than the development by Declarant) shall be constructed, erected, installed, placed, planted, expanded, moved onto or maintained on any Parcel, nor shall any existing Improvement upon any Parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any plan for such alteration or Improvement be submitted to any Governmental Authority for approval unless complete plans therefor shall have been submitted to and approved in writing by Declarant. Such complete plans shall be in such form and shall contain such information as may be required by Declarant but shall in any event include the following:

(i) A site development plan of the Property showing the nature, grading scheme, kind, shape, composition and location of all structures with respect to the Property (including proposed front, rear and side setback lines) and the number and location of all parking spaces and driveways on the Property;

(ii) A landscaping plan for the Property;

(iii) A plan for the location of signs and lighting; and

(iv) A building elevation plan showing dimensions, materials and exterior color scheme in no less detail than required by the Governmental Authority for the issuance of a building permit.

(b) Declarant's review of the plans shall be limited to compliance with these CC&Rs, the suitability of materials to be employed in construction, and the attractiveness of structural,

grading, landscaping, lighting, color, aesthetic design, and appearance of the proposed Improvements. Declarant may also disapprove a proposed Improvement because of any matter which, in the judgment of Declarant would render the proposed structure inharmonious with the general plan of Improvements for the Property or because the plans submitted fail to include such information as Declarant may reasonably request, or because of any other reasonable objection to the plans.

(c) Following Declarant's approval of the plans for any proposed Improvement as set forth herein, an Owner or Occupant shall not materially change or deviate from such drawings and specifications without the prior written consent of Declarant except as required by governmental act, action or regulation.

(d) An Owner's or Occupant's written request for Declarant's approval of the plans submitted to in compliance with these CC&Rs shall be by personal delivery, certified delivery or overnight delivery that requires a signature (ex. Federal Express), and such submittal states, at the top of its cover page in all capitalized bold 14-point font the following:

PURSUANT TO SECTION 9.2(D) OF THE CC&RS, FAILURE OF DECLARANT TO APPROVE THE ATTACHED PLANS WITHIN FIFTEEN (15) DAYS OF DELIVERY SHALL CONSTITUTE DECLARANT'S APPROVAL OF SUCH PLANS.

Declarant's failure either to approve or disapprove any plans delivered to Declarant pursuant to this Section 9.2(d) within such timeframe shall be deemed to be Declarant's approval of such plans provided all other requirements contained herein shall have been met.

SECTION 9.3. GENERAL STANDARDS OF IMPROVEMENTS. The following standards shall be adhered to in the development of any Parcel in the Property:

(a) All Open Areas, other than those Open Areas on which Improvements other than landscaping are constructed, shall be landscaped in an attractive manner pursuant to landscaping plans approved by Declarant. Such landscaping Improvements shall include an adequate irrigation system sufficient to properly maintain the approved landscaping.

(b) All driveways, walks, parking areas and loading areas shall be paved with concrete, asphalt or other hard surface materials to provide dust free, all weather surfaces.

(c) All loading and unloading areas will be constructed when physically possible in the rear of buildings on a Parcel.

(d) No structure, covering, trailer, barn or other outbuilding of a temporary nature shall be situated, erected or maintained on any Parcel, other than construction buildings or

storage facilities used in the course of construction of any permanent building or such other temporary facilities as may be otherwise approved by Declarant.

(e) All utility services to buildings located upon a Parcel shall be placed underground from the Utility Service Provider's transmission facilities, unless otherwise approved by Declarant in its sole discretion.

(f) No signs will be permitted on a Parcel except signs which (i) identify the name or business of the Occupant of the Parcel, (ii) are particular to the use of the Parcel such as fuel prices, (iii) offer the Parcel for sale or lease or (iv) are otherwise approved by Declarant. All such signs must comply with all applicable laws, regulations and ordinances. Sign approval also falls under Declarant's design review approval under Section 9.2.

SECTION 9.4. DECLARANT NOT LIABLE. Plans shall be approved by Declarant as to style, exterior design, appearance, location, and engineering design. Declarant shall not be responsible for reviewing such plans for compliance with governmental requirements applicable to the Property, the requirements of any Utility Service Provider, or any easements or other agreements. By approving such plans, Declarant and its agents, employees, attorneys or consultants, shall not be liable or responsible therefor, or for any defect in any Improvement constructed from such plans. Furthermore, to the fullest extent permitted by law, Declarant shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith by Declarant within what it reasonably believed to be the scope of its duties.

SECTION 9.5. CONSTRUCTION WITHOUT APPROVAL. If any material Improvement shall be erected or placed upon the Property, or any non-commercial use commenced upon the Property, other than in accordance with the approval by Declarant pursuant to the provisions of this Article 9, such alteration, erection, placement, or use shall be deemed to have been undertaken in violation of these CC&Rs, and upon written notice from Declarant, any such Improvement so erected or placed upon any portion of the Property in violation of these CC&Rs shall be altered so as to conform to these CC&Rs, and any such use shall cease or be amended so as to conform to these CC&Rs.

SECTION 9.6. REFERENCES TO DECLARANT. After the termination of Declarant's Rights Period, all references to Declarant in this Article 9 shall be deemed to be a reference to the Maintenance Director. In such instances where the Maintenance Director is approving items in this Article 9, that any Owner who desires to receive notice of such submittals and approvals may request notice of the same from the Maintenance Director provided that an electronic address is provided to the Maintenance Director for such notice. In such instance said Owner shall have the right to review such submittals at the offices of the Maintenance Director (or by such other reasonable method, by way of example an online "documents vault" accessible by such Owners).

Furthermore, if the Owners, prior to the approval by the Maintenance Director (if the Maintenance Director is not also Declarant), disapprove of an item that the Maintenance Director is to approve, the Owners shall have the right to disapprove said item so long as the disapproving Owners (i) obtain an Owner Approval of the disapproval, (ii) disapprove said item in good faith, (iii) provide a written statement signed (or otherwise approved) by all such disapproving Owners that specifies, with particularity, the basis for the disapproval and nonconformance with these CC&Rs (if applicable), and (iv) specifies the changes or modifications to such approval that are necessary to obtain the consent of the disapproving Owners, which shall include specific changes and an explanation of why the changes are necessary to conform to these CC&Rs. In such instance, all parties shall work in good faith to agree on a remedy, and if, after **one (1) month** a remedy is not achieved, an aggrieved party may bring an action for a declaratory judgment. The rights given to Owners in this Section 9.6 do not apply during the Declarant's Rights Period.

**ARTICLE 10
SIGNAGE**

SECTION 10.1. SIGNAGE CRITERIA. "Signage Criteria" shall mean the signage criteria for the Park as established by Declarant, and as amended, modified or supplemented from time to time by Declarant. The Signage Criteria is incorporated herein by this reference. The location, size, design and construction of all signs shall be established and maintained and in accordance with the plans and specifications approved by Declarant pursuant to Article 9 and consistent with the Signage Criteria, subject to applicable City of Las Vegas codes. Notwithstanding the foregoing, no signs will be permitted on a Parcel except (i) signs wholly located within the boundary of a Parcel which identify the name or business of the Occupant of the Parcel, (ii) one "for sale" or "for lease" sign per Parcel placed on a Parcel or in a building window, not to exceed four (4) feet by four (4) feet in size and (iii) any Shared Pylon and Monument Signs erected by Declarant on the Parcel; provided, however, that Declarant, as part of Declarant's Special Rights, and not as a right of any Maintenance Director, shall have the right, for so long as Declarant owns any of the Property, to place one or more sale or lease signs on any part of the Property owned by Declarant (or any Declarant affiliate), or on any Common Area on any Parcel. A sign is deemed to be the use of any words, numerals, figures, devices, designs, trademarks or other symbols intended to communicate.

SECTION 10.2. SIGNAGE EASEMENT. Declarant hereby creates and reserves over and upon each Parcel an easement for the benefit of Declarant, the Maintenance Director and for the Park for the construction, maintenance, repair and replacement of each sign specified in the Signage Criteria. Pursuant to Section 2.3 (*Binding Effect, Run with the Land*) the easement created under this Section 10.2 shall run with the land and be binding upon the Owners and Occupants of each Parcel upon which a sign is now or hereafter erected by Declarant pursuant to the Signage Criteria.

**ARTICLE 11
PARKING**

SECTION 11.1. PARKING AREA. Each Parcel Owner is responsible to meet the parking needs and requirements applicable to the use of the Parcel consistent with City of Las Vegas codes. The commercial portion of the Park is and shall be treated by local governmental authorities as a “**commercial center**” for purposes of computing the required parking within that portion of the Park. The apartment portion of the Park shall comply with City of Las Vegas parking requirements applicable to multi-family apartments.

SECTION 11.2. PARKING REQUIREMENTS. Except for parking spaces which have been designated to be Restricted Parking, the Property is subject to reciprocal parking amongst the commercial Parcels. Each of the commercial Parcels and their respective Owners, employees, tenants and sub-tenants, and the agents, suppliers, purveyors, customers, licensees and invitees of each of them, is hereby granted a nonexclusive reciprocal right, privilege and easement over, upon and across the parking areas, for shared vehicular parking.

SECTION 11.3. RESTRICTED PARKING. Each Owner shall be entitled to establish reserved parking on the spaces located immediately adjacent to the building on their Parcel (“**Restricted Spaces**”). For clarification purposes, Restricted Spaces may only be located in parking spaces that are connected to such building whereby the curb at the front of the Restricted Spaces touches the sidewalk that touches the building. Restricted Spaces may only be marked with signage as approved by the Maintenance Director. Each Owner shall have the right to regulate and enforce the Restricted Spaces on such Owner’s Parcel by any lawful means, in accordance with applicable state and local laws.

SECTION 11.4. PARKING REGULATIONS. There shall be no parking of any kind allowed on any lawn, median strip, walkway or any other unpaved area within the Property. No recreational vehicle, camper, boat, limousine, trailer, or any commercial vehicle may be parked by any Owner or Occupant (or their employee contractors or customers) on any part of the Property unless the vehicle fits within one parking space, except for delivery vehicles. No vehicles may be stored by any Owner or Occupant (or their employees, contractors or customers) in the parking areas within the Property and no work may be performed on vehicles in any of the parking areas of the Property. No vehicle shall be parked in any parking areas of the Property for more than forty-eight (48) consecutive hours without the prior written consent of the Maintenance Director, unless otherwise permitted by any rules adopted by the Maintenance Director from time to time. Any vehicles parked in the parking areas in violation of these terms may be towed away at the direction of the Maintenance Director and at the Owner’s expense, without imposing any liability on the Maintenance Director or Declarant for such action, including without limitation, for any consequential damages, loss of property or loss of the use of the vehicle or other property.

**ARTICLE 12
EASEMENTS**

SECTION 12.1. DECLARANT'S EASEMENTS. Non-exclusive easements and rights of way are hereby expressly reserved to Declarant, its successors and assigns in, on, over and under the Easement Area (*defined below*) of each Parcel that do not materially interfere with the usage of the Parcel, for the erection, installation, construction and maintenance of poles, wires, lines and conduits and the necessary or proper attachments in connection with the transmission of electricity, telephone, storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, or functions. Declarant, and its respective agents, successors and assigns, shall have the right to enter upon all parts of the Easement Area of each Parcel for any of the purposes for which the foregoing easements and rights-of-way are reserved with the coexistent responsibility of restoration of any Improvements. The term "**Easement Area**" shall mean and refer (i) to those areas on each Parcel with respect to which any easements may be shown on any recorded map, plat, or easement relating thereto; and (ii) the Common Areas.

SECTION 12.2. RECIPROCAL EASEMENTS FOR USE OF COMMON AREAS. Each of the Parcels and their respective Owners, tenants and subtenants, and the agents, customers, licensees and invitees of each of them is hereby granted a non-exclusive reciprocal right, privilege and easement over, upon and across Common Areas, to use all of the Common Areas for the respective purposes for which the Common Areas are designed. Furthermore, each of the Parcels and their respective Owners, tenants and sub-tenants, and the agents, suppliers, purveyors, customers, licensees and invitees of each of them, is hereby granted a nonexclusive reciprocal right, privilege and easement over, upon and across the parking areas, for vehicular and pedestrian ingress and egress.

SECTION 12.3. UTILITY EASEMENTS. Each Parcel is hereby granted an underground easement across each of the other Parcels for utilities, including without limitation, electricity, water, gas, sewer, telephone, cable television and storm drains. No such utility easements shall be within any building footprint, or encroach upon any permanent improvements, and all such easements shall be situated so as to minimize damage, diminution in value or other negative impacts upon the burdened Parcel. The utility easements granted hereby are for the purpose of installation, testing, maintenance, replacement and/or repair of utility lines, conduits or other facilities; *provided*, however, that in using the easements granted hereby, any Owner who goes, or causes his agent or any Utility Service Provider to go, upon any other Owner's Parcel shall (a) cause such use of its utility easement to be conducted in a manner which, under the circumstances, is the least disruptive to the other Owner, its tenants, and their respective invitees, customers and licensees, (b) cause such use to be completed with due regard for the safety of all persons coming onto such Parcel, and (c) cause, at its expense, any damage to the other Owner's improvements (including without limitation pavement) to be promptly repaired and restored as near as practicable

to the prior condition of such improvement. Each such Owner shall be liable to such other Owner for any breach of the foregoing obligations, and each such Owner shall indemnify such other Owner and hold such other Owner free, clear and harmless from any and all claims, actions, demands, causes of action, costs and expenses whatsoever (including attorneys' fees and court costs) for any personal injury or property damage arising from or as a result of such Owner's use of a utility easement upon such other Owner's Parcel.

SECTION 12.4. DRAINAGE EASEMENTS. A drainage easement is hereby reserved over and upon each Parcel for the benefit of all other Parcels, for the purpose of drainage of storm and surface water in the established drainage pattern.

SECTION 12.5. MAINTENANCE EASEMENTS. The Maintenance Director is hereby granted a non-exclusive right, privilege and easement over, upon and across each and every Parcel, to the extent as reasonably necessary to perform its maintenance obligations pursuant to these CC&Rs.

SECTION 12.6. ENCROACHMENT EASEMENTS. The Property, and all portions thereof, shall be subject to an easement of up to one foot from the Parcel boundaries, Structure boundaries, and/or Common Area boundaries for the actual extent of encroachments created by construction as designed or constructed by Declarant and for settling, shifting, and movement of any portion of the Property, except that no such easement is created for an encroachment which is the result of willful conduct on the part of Declarant, an Owner, a tenant, the Maintenance Director, or any other person or entity. A valid easement for such encroachments and for the maintenance thereof shall exist. Such encroachments shall not be considered to be encumbrances upon any part of the Property. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of Improvements constructed on any Parcel, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any Improvements on the Property.

SECTION 12.7. REFERENCES TO DECLARANT. After the termination of Declarant's Rights Period, all references to Declarant in this Article 12 shall be deemed to be a reference to the Maintenance Director. During the Declarant's Rights Period, all references to Maintenance Director in these CC&Rs shall also mean Declarant.

ARTICLE 13 FIRE WATER FACILITIES

SECTION 13.1. FIRE WATER SERVICE. As a condition to recording the commercial subdivision map applicable to the Park, Declarant executed and recorded in Book 20200317 as Instrument No. 0001813 in the Official Records that CC&R's of Reciprocal Easement Agreement (the "District REA") in which certain rights, reservations and easements are granted to the Las Vegas Valley Water District (the "District"), the Maintenance Director and the various

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Parcel Owners within the Park. The rights and obligations contained in the District REA, as well as the Service Rules, as the same may be amended from time to time (defined in the District REA) are incorporated in these CC&Rs by this reference. Declarant hereby desires to re-affirm the reciprocal rights of access, use, maintenance, and operation of the Fire Water Facilities defined and established in the District REA for the benefit of the Owners of each of the Parcels. In order to ensure that the Fire Water Facilities are maintained for the individual benefit of each Parcel and for the collective benefit of all Parcels, Declarant, for and on behalf of itself and its successors-in-interest with respect to the ownership of each Parcel, hereby covenants and agrees as provided in this Article 13.

SECTION 13.2. PAYMENT OF FEES; LIEN RIGHTS.

13.2(a) The Maintenance Director shall be deemed the District's customer for the entirety of the Property, and the Maintenance Director shall have the sole responsibility to pay, on behalf of all the Parcels, all utility charges and fees related to the Fire Water Facilities and for Fire Water Service ("**FWF Fees**"). Each Owner shall reimburse Maintenance Director upon demand for such all FWF Fees paid by the Maintenance Director on behalf of such Owner's Parcel. Each Owner acknowledges that in the event that the Maintenance Director fails to timely pay any FWF Fees that District shall have, among other rights, the right to lien any or all Parcels, or shut off Fire Water Service to any or all Parcels, and that in the event that the District exercises such lien rights, each Owner, notwithstanding any rights such Owner may have against Maintenance Director for failing to pay any FWF Fees, shall be liable to the District, on a joint and several basis with each other Owner, for such unpaid FWF Fees.

13.2(b) In the event any Owner (a "**Non-Performing Owner**") fails to pay the Maintenance Director in advance for any FWF Fees to be paid by the Maintenance Director on behalf of such Owner's Parcel within two (2) weeks after written demand from the Maintenance Director of the amount due (the "**Due Date**") the Maintenance Director shall have the right to charge the Non-Performing Owner the amount of 110% of the amount so advanced, together with interest at the Default Rate, compounded monthly, commencing on the Due Date. Such charges shall constitute a lien on the Non-Performing Owner's Parcel by recording a document in the Public Records which specifies the Parcel or Parcels in violation of payment for Fire Water Service, and describes the principal amount due and ongoing interest. At any time after the lien has been recorded and a copy thereof has been served upon the Non-Performing Owner an action may be brought to foreclose the lien upon the offending Parcel or Parcels in any manner now or hereafter permitted by Nevada law, including, to the extent permitted by applicable law, enforcement of such lien pursuant to a sale conducted in accordance with the provisions of (i) Covenants Nos. 6, 7 and 8 of NRS 107.030 and/or (ii) NRS 116.3116 to NRS 116.31168, inclusive, or any successor laws hereafter in effect.

13.2(c) In the event the Maintenance Director fails to pay any FWF Fees, including, without limitation, the advancing of FWF Fees on behalf of a Non-Performing Owner, any Owner (“**Advancing Owner**”) shall have the right to pay such unpaid FWF Fees on behalf of the Maintenance Director or Non-Performing Owner, as applicable, and to recover from the Maintenance Director or Non-Performing Owner, as applicable, 110% of such unpaid amount, together with interest at the Default Rate, compounded monthly, commencing on the date such FWF Fees were paid by the Advancing Owner. In addition, an Advancing Owner shall also have the right, if applicable, to file and enforce a lien on any Non-Performing Owner’s Parcel pursuant to the procedures set forth in the preceding paragraph for any unpaid FWF Fees advanced by such Advancing Owner.

13.2(d) The Maintenance Director shall have the right to assign its obligation hereunder to (i) any property manager utilized by the Maintenance Director pursuant to these CC&Rs, or (ii) any Owner who has agreed to assume such obligations, provided that such obligations are assumed in writing by such property manager or Owner by a written instrument recorded in the real property records, together with written notice to the District.

SECTION 13.3. REMEDIES; SPECIFIC PERFORMANCE; ATTORNEYS’ FEES. In the event of a breach of this Article 13 by the Maintenance Director or any Owner (“**Defaulting Party**”), any other Owner or the District, shall have the right to seek, among other remedies available at law or in equity, specific performance in order to compel compliance with this Article 13. Declarant, for and on behalf of itself and its successors-in-interest with respect to the ownership of each Parcel, acknowledges and agrees that the easements granted in this Article 13 are a real property right, and that monetary damages alone may not be sufficient to cure a breach of this Article 13. Accordingly, Declarant, on behalf of itself and each Owner of any Parcel, hereby consents to the use of specific performance as a nonexclusive remedy for a breach of this Article 13, and this provision may be pled as full and sufficient grounds for specific performance in any action seeking to enforce this Article 13. The prevailing party in any action seeking to enforce this Article 13 shall be entitled to recover its costs. As used in the prior sentence, costs shall mean all pre-award expenses of litigation, mediation, and/or arbitration, including, but not limited to, the arbitrator’s and/or mediator’s fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys’ fees.

Declarant intends that the restrictions set forth in this Article 13 shall be deemed real covenants and equitable servitudes running with the land and benefitting and burdening each respective Parcel in perpetuity. The rights and obligations granted in this Article 13 may be enforced by any Owner as against the Maintenance Director and any other Owner, as applicable and such rights and obligations may also be enforced by the District as an express third-party beneficiary of this Article 13. Declarant acknowledges, on behalf of itself and all future Owners of any Parcel that the Property is subject to the Service Rules, which are hereby

incorporated into these CC&Rs by reference. Notwithstanding anything to the contrary contained in these CC&Rs, the terms and conditions of this Article 13 may not be terminated or amended without the prior written consent of the District, which may be withheld in the District's reasonable discretion, and any amendments to this Article 13 (including a termination of this Article 13) without the District's prior written request shall be deemed to have no force or effect and void ab initio.

ARTICLE 14
REGULATION OF OPERATIONS AND USES

Section 14.1. PERMITTED USES. The Property shall be used, developed, maintained and operated as a multi-use Park. A motel/hotel use shall be considered to be a commercial use and is permitted in the Park.

Section 14.2. PROHIBITED USES. The following operations and uses shall not be permitted on the Property:

(a) Any operation producing intense glare or heat, atomic, electromagnetic, microwave, ultrasonic, laser, or other harmful radiation shall be performed only within an enclosed or screened area and then only in such manner that the glare, heat, or radiation emitted will not be discernible from any point exterior to the Property.

(b) No rubbish, trash, waste, residue, weeds or undergrowth, or debris of any kind shall be placed or permitted to accumulate upon the Property or any portion thereof, so as to render such premises a fire hazard, unsanitary, offensive, or detrimental to any person or activity on any other adjacent property or on any public street.

(c) No building or other Improvement shall be permitted to fall into disrepair and all buildings and other Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(d) No adverse environmental condition shall be permitted to exist on the Property, nor shall any toxic or hazardous wastes be permitted to be generated, treated, stored, disposed of, or otherwise deposited in or on or allowed to emanate from the property or any portion of the Property, including, without limitation, the surface waters and subsurface waters thereof: provided, however, that hazardous substances may be stored or used so long as such storage and use is conducted in compliance with all applicable laws, statutes, ordinances, rules and regulations of any local, County, State or federal governmental body.

(e) No Owner or Occupant shall knowingly permit anything to be done or kept on the Property that violates any law, statute, rule or regulation of any City, County, State or federal governmental or public body.

SECTION 14.3. SUBDIVISION. No Owner shall affect any change or amendment to any parcel or final map covering the Property, or otherwise record any instrument that alters a Parcel boundary, unless expressly approved by Declarant, which approval shall not be unreasonably withheld or delayed.

SECTION 14.4. ZONING. Owners shall not use or develop or attempt to use or develop the Property or any portion thereof for any purpose other than those purposes allowed under the applicable zoning ordinances of the City of Las Vegas. All development within the Property shall be subject to all such zoning ordinances and regulations applicable to, and in effect at the time of, such development, except where more restrictive requirements are imposed by these CC&Rs.

SECTION 14.5. EXCLUSIVE USE RESTRICTIONS. Each Owner and Occupant acknowledges and agrees that (i) Declarant may enter into land use restrictions with Owners within the Park, and may grant Owners in the Park exclusive rights to engage in certain activities on their Parcel (collectively, "**Restrictions and Exclusives**"); (ii) that the Restrictions and Exclusives are a benefit to the Park as a mixed-use project; and (iii) they shall at all times comply with all Restrictions and Exclusives of which they have actual notice or constructive notice by virtue of such Restrictions and Exclusives being recorded in the Official Records. The Declarant, and after the termination of the Declarant's Right's Period, the Maintenance Director, shall maintain accurate records of all Restrictions and Exclusives and provide copies of the same (which may be in electronic format) to all Owners requesting a copy of the same.

ARTICLE 15 DECLARANT'S RIGHTS

SECTION 15.1. DECLARANT'S RIGHTS. During the entirety of the Declarant's Rights Period, Declarant shall have various rights and powers as specified in these CC&Rs.

SECTION 15.2. ASSIGNMENT OF DECLARANT'S RIGHTS. Any and all of the rights, powers and reservations of Declarant contained in these CC&Rs may be assigned to any person, corporation or association which is an Owner and assumes the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

SECTION 15.3. ASSIGNMENT OF CERTAIN DECLARANT APPROVAL RIGHTS TO THE OWNERS. At the termination of the Declarant's Rights Period, Declarant's approval rights in the following sections of these CC&Rs shall be vested collectively in the Owners, with the requirement that an Owner Approval shall be necessary to exercise such rights: Article 9 (Park Standards), Article 10 (Signage Criteria) and Section 14.3 (Subdivision).

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ARTICLE 16
DECLARANT'S SPECIAL RIGHTS

SECTION 16.1. DECLARANT'S SPECIAL RIGHTS. In addition to Declarant's rights as provided elsewhere in these CC&Rs, Declarant is granted and hereby reserves all reasonable and necessary or desirable rights to complete the development of Declarant's Improvements on the Property, and in Declarant's discretion, the sale of portions of or all of Declarant's ownership of the Property including, without limitation, the following rights (the "**Declarant's Special Rights**"):

(i) the right to complete all improvements indicated on any plans approved by the local municipality, maps describing the Property, or otherwise required by law or by these CC&Rs;

(ii) the right to maintain within the property owned by Declarant, or in the Common Landscaping Areas, management offices and facilities and signs advertising or identifying the Park;

(iii) the right to use easements throughout the Easement Area and Common Area for the purpose of making Improvements in conjunction with Declarant's development of the Park;

(iv) the right to maintain the Common Maintenance Items or any portion thereof in accordance with these CC&Rs;

(v) the right to divide or subdivide any Property owned by Declarant, or, with the permission of the then current owner, any Property formerly owned by Declarant;

(vi) the right to erect monument and/or pylon signs in any location in the Common Area (excluding any area upon which there exists a drive aisle, trash enclosure, parking lot or parking space);

(vii) the right, in Declarant's commercially reasonable judgment and in conjunction with any development, Improvements or construction related to the Property, or at the request of any Governmental Authority and/or Utility Service Provider, to grant easements to such Governmental Authority and/or Utility Service Provider on any portion of the Property, including, without limitation, any Parcel owned by any party without the approval of any Owner, and such easements, executed by Declarant, shall be effective and binding upon all affected Property, Parcels, Owners and parties upon recordation in the Official Records; provided, however, that Declarant (a) shall not have the power to grant such easements on any portion of the Property owned by another Owner where a building is present, (b) shall take commercially reasonable efforts to minimize any interruption to

the Occupant's business on the Parcel, including providing a continuous path of access to such Parcel during business hours conducted thereon, and (c) shall repair or replace any or Improvements, Structure and other property damaged as a result of the work; and

(viii) the right to amend these CC&Rs, without the vote or approval of any other party, so long as such amendment (a) is an amendment to **Exhibit A** to conform such exhibit to any changes to the Property, (b) is commercially reasonable and necessary or desirable for the completion of the development of the Property, (c) is intended to remedy any scrivener's error, typographical error, inconsistency, ambiguity or other error or flaw in these CC&Rs that was not intended by Declarant, or (d) is commercially reasonable and does not impose any additional burden on any Owner or adversely affect such Owner's rights in more than a minimal amount without the affected Owner's written recorded consent.

SECTION 16.2. NO APPROVAL REQUIRED. Declarant may exercise Declarant's Special Rights, before the expiration of the Declarant's Rights Period, without the necessity of the approval of any party, including, without limitation, the Maintenance Director (if a separate person or entity) and/or any Owner.

SECTION 16.3. TRANSFER. Declarant's Special Rights may be transferred, in whole or in part and on a temporary or permanent basis, to other persons or entities who own portions of the Property, provided, however, that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and recorded in the Official Records before or after such party obtains ownership of a portion of the Property. Declarant's Special Rights shall not terminate so long as Declarant, or an assignee of Declarant's Special Rights pursuant to this Section 16.3 who holds such rights that have not expired in accordance with such assignment by Declarant, owns any portion of the Property.

SECTION 16.4. DECLARANT'S CONSTRUCTION ACTIVITIES. Declarant is undertaking the work of constructing, developing, selling, and leasing within the Park. The completion of that work is essential to the establishment and welfare of the Park as an attractive and desirable development. In order that such work may be completed and Declarant's Improvements be established as a fully occupied high quality residential and commercial park, nothing in these CC&Rs shall be understood or construed to:

- (i) Prevent Declarant, its contractors or subcontractors from undertaking within Declarant's Improvements whatever is reasonably necessary or advisable in connection with the completion of such work;
- (ii) Prevent Declarant or its representatives from erecting, constructing, maintaining and repairing on any part or parts of Declarant's Improvements such structures

as may be reasonable and necessary for the conduct of its business of completing its work, establishing the Park as a high quality commercial center and selling and/or leasing portions thereof;

(iii) Prevent Declarant in any other manner from conducting on any part of Declarant's Improvements its business of completing the Park as a high quality development, and of selling and/or leasing Declarant's Improvements and/or portions thereof;

(iv) Prevent Declarant from maintaining such sign or signs within any part of the Park as may be necessary or desirable for the sale, lease or disposition thereof; provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of its Parcel or the Common Areas, where a right to use the Common Area, or a portion thereof, has been granted; or

(v) Otherwise prevent Declarant from exercising any of the rights set forth in this Article 16.

ARTICLE 17 MORTGAGEE PROTECTION

SECTION 17.1. CERTAIN LIENS. No violation of any provision of these CC&Rs, nor any remedy exercised hereunder, shall defeat or render invalid the lien of any Mortgage made in good faith and for value upon any portion of the Property, nor shall any lien created under these CC&Rs be superior to any such Mortgage unless such lien shall have been recorded in the Official Records prior to the recordation in the Official Records of such Mortgage; *provided, however*, that any Mortgagee or other purchaser at any trustee's or foreclosure sale shall be bound by and shall take its property subject to these CC&Rs as fully as any other Owner of any portion of the Property, including, without limitation, any such lien created under these CC&Rs and recorded prior to the recordation of the applicable Mortgage.

SECTION 17.2. NOTICE OF ACTIONS. Declarant, and after the termination of the Declarant's Right's Period, the Maintenance Director, shall give prompt written notice (a "**Mortgagee Notice**") to each Eligible Mortgagee (as hereinafter defined) of any delinquency in the payment of Common Area Assessments or of any other default in the performance of an obligation under this CC&Rs by an Owner of a Parcel subject to a mortgage, deed of trust or other security instrument held, insured or guaranteed by such Eligible Mortgagee, and such Eligible Mortgagee shall have the right, but not the obligation, to cure such default within the longer of the following time periods: (i) the time period afforded to the applicable Owner to cure such default, (ii) in the case of a monetary default, thirty (30) days after the Mortgagee Notice is sent to the Eligible Mortgagee, and (iii) in the case of any other default, within 90 days after Mortgagee Notice is sent to the Eligible Mortgagee (or such longer period of time as may be reasonably

necessary to cure such default), provided that the Eligible Mortgagee delivers notice of its intent to cure such non-monetary default within thirty (30) days of the date the Mortgagee Notice is sent. An “**Eligible Mortgagee**” is the undersigned Lender (together with its successors and/or assigns) and any other Mortgagee who has delivered a written request for notice under this Section 17.2 to the Declarant or the Maintenance Director, as applicable, setting forth the Mortgagee’s name and mailing address and a description of the Property subject to such Mortgagee’s mortgage, deed of trust or other security instrument.

SECTION 17.3. RIGHT TO CURE. Whenever under any provision of this CC&Rs an Owner is obligated to do any act or thing or to refrain from doing any act or thing, an Eligible Mortgagee that is the beneficiary of a mortgage, deed of trust or other security instrument recorded against such Owner’s Parcel shall be entitled, but shall not be obligated, to do any such act or thing required of the Owner, or to do anything necessary to rectify any action by an Owner in violation of this CC&Rs without taking possession of the Parcel.

**ARTICLE 18
CASUALTY AND CONDEMNATION**

SECTION 18.1. CASUALTY. If any Structure within the Property shall be damaged by fire, elements or other casualty, the Owner of the Parcel on which such Structure is located shall, at such Owner’s own expense, cause such damage to be repaired. Any rebuilding, repair or restoration undertaken pursuant to this Section 18.1 shall be completed forthwith, and in any event within 1 year after such casualty shall have occurred (or within such other period as agreed by Declarant, in Declarant’s commercially reasonable discretion) and shall be conducted in a manner so as to result in a minimal interruption of the businesses conducted by Owners within the Property.

SECTION 18.2. CONDEMNATION. In the event of any condemnation (or sale under threat of condemnation) by any duly constituted authority of all or any part of the Property, that portion of the award attributable to the value of the land and Structures so taken shall be payable only to the Owners thereof; provided, however, that the foregoing shall in no way adversely affect an Owner that is adversely affected by such condemnation (ex. diminished access) from pursuing a separate claim for such damage. In the event of partial taking of any Parcels, the Owners thereof shall promptly repair and restore the remaining portion of the Parcel as nearly as practicable to its condition immediately prior to such taking; provided, however, that an Owner of a Parcel which has been partially condemned shall not be obligated to repair or restore the remaining portion of the Parcel if such repair and restoration would not be commercially reasonable. In such event, the Owner of the Parcel whose property has been taken by the condemnation shall promptly raze such remaining area and cause it to be paved or landscaped (as appropriate).

**ARTICLE 19
MISCELLANEOUS**

SECTION 19.1. DURATION. These CC&Rs shall remain in full force and effect for a period of fifty (50) years from the date of its recordation in the Official Records, and may not be terminated prior to such date, unless terminated by instrument recorded in the Official Records and executed by at least ninety percent (90%) of the Owners and, if the Declarant owns any portion of the Property, by Declarant. Thereafter, these CC&Rs shall be renewed automatically, without further notice and without limitation, for successive renewal periods of ten (10) years each, unless terminated by instrument recorded in the Official Records and executed by an Owner Approval and, if the Declarant owns any portion of the Property, by Declarant.

Notwithstanding the foregoing, no termination of these CC&Rs shall cause any Owner to lose its right of access to the streets surrounding the Park, and in the event of a termination of these CC&Rs, each Owner shall, unless specifically relinquished by such Owner in a duly recorded instrument, be automatically granted a reasonable right of pedestrian and vehicular ingress and egress to the street or streets surrounding the Park that is substantially similar to the access rights that such Owner has under these CC&Rs (the "**Residual Access Easement**"). The Residual Access Easement shall be deemed to be granted automatically at such time as these CC&Rs are terminated and such termination instrument shall evidence the existence of the Residual Access Easement for the benefit of each Owner, excluding any Owner that specifically relinquishes its rights to the Residual Access Easement. The Residual Access Easement may be altered or modified by the burdened Owner of the affected portion of the Property so long as a reasonable route of access is provided by the Residual Access Easement.

SECTION 19.2. AMENDMENT. Subject to the Declarant's Special Rights, so long as Declarant owns any portion of the Property, these CC&Rs may be modified only by the recordation, in the Official Records, of an agreement or document of modification executed by (a) at least sixty-seven percent (67%) of the Owners (which may include any portion of the gross acreage of the Park owned by Declarant) and (b) Declarant. At such time as Declarant no longer owns any portion of the Property, these CC&Rs may be modified only by the recordation, in the Official Records, of an agreement or document of modification executed by an Owner Approval. Notwithstanding the foregoing, no amendment of these CC&Rs shall cause any Owner to be deprived of vehicular or pedestrian access to the streets surrounding the Park without the recorded written consent of such affected Owner.

SECTION 19.3. NO WAIVER. The failure of any person entitled to enforce any provision of these CC&Rs to do so shall in no event be deemed a waiver of the right of any such person to enforce these CC&Rs thereafter. Waiver or attempted waiver of any provision hereof with respect to any Parcel shall not be deemed a waiver thereof as to any other Parcel, nor with respect to the Parcel in question in regard to any subsequent violation, nor shall the violation of any

provision of these CC&Rs upon any Parcel affect the applicability or enforceability of these CC&Rs with respect to any other Parcel.

SECTION 19.4. INTERPRETATION. Whenever the context requires in construing the provisions of these CC&Rs, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word “including” shall be construed inclusively, and not in limitation, whether or not the words “without limitation” or “but not limited to” (or words of similar importance) are used with respect thereto. The provisions of these CC&Rs shall be liberally construed together, to effectuate the purpose of creating a uniform plan for the development and operation of the Property.

SECTION 19.5. SEVERABILITY. The determination by any court that any provision of these CC&Rs is unlawful, void or unenforceable shall not affect the validity of any other provision hereof; and no such determination that any provision hereof is inapplicable or unenforceable as to any particular Parcel or Parcels shall affect the applicability or enforceability of said provision or any other provision hereof to any other Parcel or Parcels.

SECTION 19.6. ATTORNEYS’ FEES. In the event of any action to interpret or enforce the terms and provisions of these CC&Rs, the prevailing party or party shall be entitled to its costs and reasonable attorneys’ fees from the non-prevailing party or parties.

SECTION 19.7. GOVERNING LAW. All provisions shall be construed so as to be in conformance with, and shall be governed by, Nevada law. No action may be brought in connection with these CC&Rs unless filed in the courts located in Las Vegas, Nevada, and Declarant, the Maintenance Director, each Owner and any other affected party hereby submits to the jurisdiction of said courts and waives any objections thereto.

SECTION 19.8. NOTICES. Any notice, demand, request or other communication required or appropriate hereunder shall be in writing and shall be given by hand-delivering the same in person or by depositing the same in the United States mail, registered or certified, return receipt requested, postage prepaid. Notices shall be deemed delivered on the date of delivery, or documented refusal thereof (which shall include attempted delivery and a refusal or failure of the recipient to accept such notice). Notices may also be sent by electronic transmission if the receiving party provides an electronic delivery address to the sender and in such instance electronically sent notices shall be deemed delivered on the date of delivery as confirmed by electronic confirmation or as confirmed by the recipient (ex. an email confirming receipt of such notice). All notices sent by mail as aforesaid shall be addressed as follows:

If to Declarant: **2800 Fremont LLC**
7641 W. Post Road
Las Vegas, NV 89113

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If to any other Owner
or Occupant: To Owners' or Occupant's address in the Property.

SECTION 19.9. WAIVER OF REVERSIONARY RIGHT. These CC&Rs shall not be construed as conditions, or creating a possibility of reverter, and no provision hereof shall be deemed to vest in Declarant or any other persons any reversionary interest with respect to any Parcel. Any such reversionary right is hereby expressly waived by Declarant.

SECTION 19.10. EFFECT OF HEADINGS. The headings of the Articles and Sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

SECTION 19.11. CONFLICT WITH APPLICABLE LAWS. This CC&Rs shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or any laws, ordinances or regulations of any governmental authority, or by specific restrictions imposed by any deed. In the event of any conflict, the most restrictive provision of same shall be taken to govern and control.

SECTION 19.12. TIME OF THE ESSENCE. Time is of the essence of these CC&Rs and each and every term and provision hereof.

SECTION 19.13. EXHIBITS AND RECITALS. All Exhibits referred to in these CC&Rs and attached hereto, and the Recitals that appear at the beginning of these CC&Rs are incorporated herein by this reference.

SECTION 19.14. REMEDIES CUMULATIVE. Each remedy provided in these CC&Rs is cumulative and not exclusive.

[Signature page follows.]

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

All of Lot 1, as shown on the Final Map for Showboat 2019, a Commercial Subdivision, on file in Book 162, Page 4 of Plats, in the Official Records of the Clark County, Nevada, Recorder.

CCRS - SHOWBOAT PARK.DOCX

19381.1

Initials: _____
 Tenant

Landlord

**EXHIBIT B
SITE PLAN**

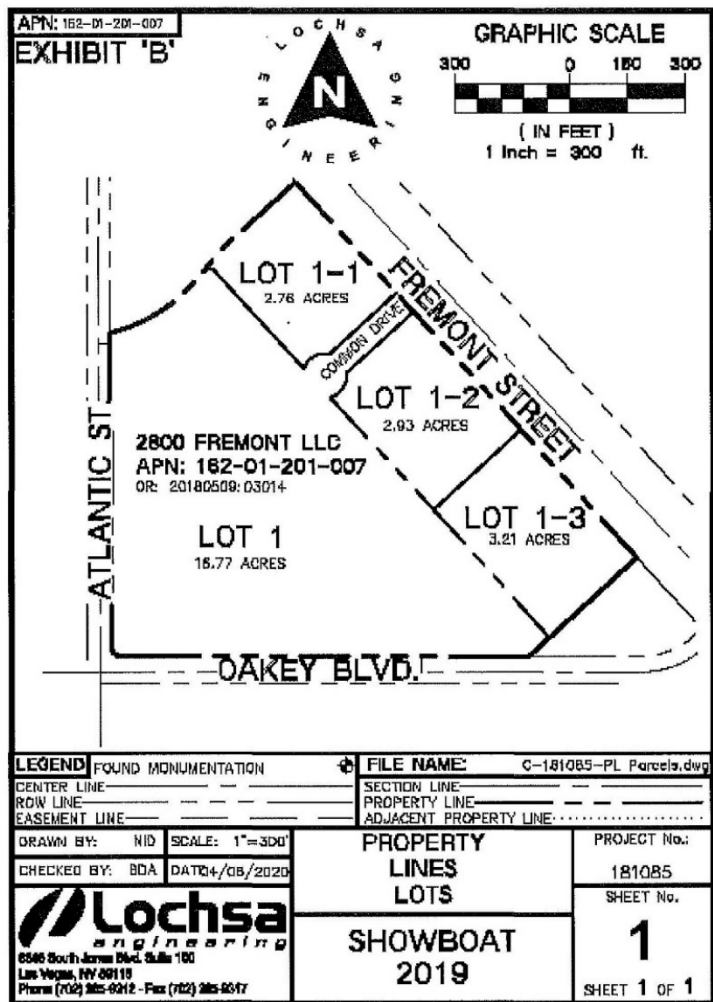
[See attached]

CCRS - SHOWBOAT PARK.DOCX

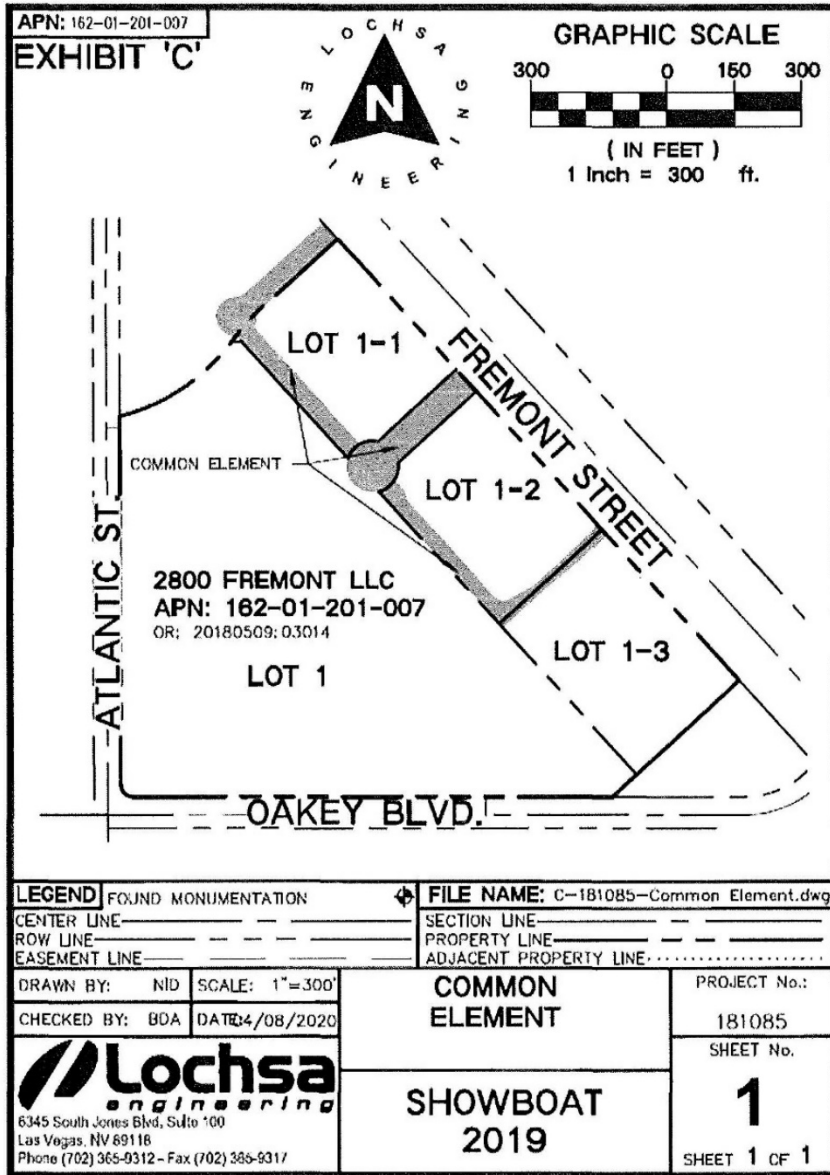
19381.1

Initials: _____
Tenant

Landlord



**EXHIBIT C
COMMON AREA PLAN**



CCRs - SHOWBOAT PARK.DOCX


19381.1

Initials: _____
Tenant

Landlord

IN WITNESS WHEREOF, Declarant has entered into these CC&Rs as of the day and year reflected below.

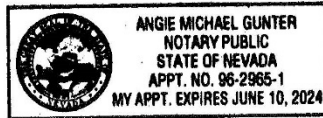
2800 Fremont LLC,
a Nevada limited liability company

By: 
Amador Bengochea
Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on this 12th day of AUGUST, 2020, by Amador Bengochea as Manager of 2800 Fremont LLC, a Nevada limited liability company.


NOTARY PUBLIC



CC&RS
SHOWBOAT PARK
SIGNATURE PAGE

CCRS - SHOWBOAT PARK.DOCX

19381.1

Initials: _____
 Tenant Landlord

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned Lender, as the beneficiary under the Deed of Trust described below, which has been recorded in the Official Records of Clark County, Nevada (the "Deed of Trust"), hereby consents to all of the provisions contained in the foregoing Declaration of Covenants Conditions and Restrictions and Reservation of Easements (the "CC&Rs") which shall become effective as to the real property described on Exhibit A attached hereto upon the recordation of the CC&Rs in the Official Records of the Clark County, Nevada Recorder and agrees that the lien of the following Deed of Trust shall be junior and subordinate and subject to the CC&Rs:

Deed of Trust recorded as Instrument No. 20190906:0002303 in the Official Records of Clark County, Nevada.

Lender:

TBK Bank, SSB,
a Texas state savings bank

By: Dana McCreary VP
Dana McCreary
Authorized Signatory

STATE OF Colorado)
COUNTY OF La Plata) ss.

This instrument was acknowledged before me on this 13 day of August, 2020, by Dana McCreary as Authorized Signatory of TBK Bank, SSB, a Texas state savings bank.

KATHERINE M ALARCON RODRIGUEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20154004742
MY COMMISSION EXPIRES 02/08/2023

Katherine M Alarcon Rodriguez
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 1, as shown on the Final Map for Showboat 2019, a Commercial Subdivision, on file in Book 162, Page 4 of Plats, in the Official Records of the Clark County, Nevada, Recorder.

CCRS - SHOWBOAT PARK.DOCX

19381.1

Initials: _____
 Tenant

Landlord

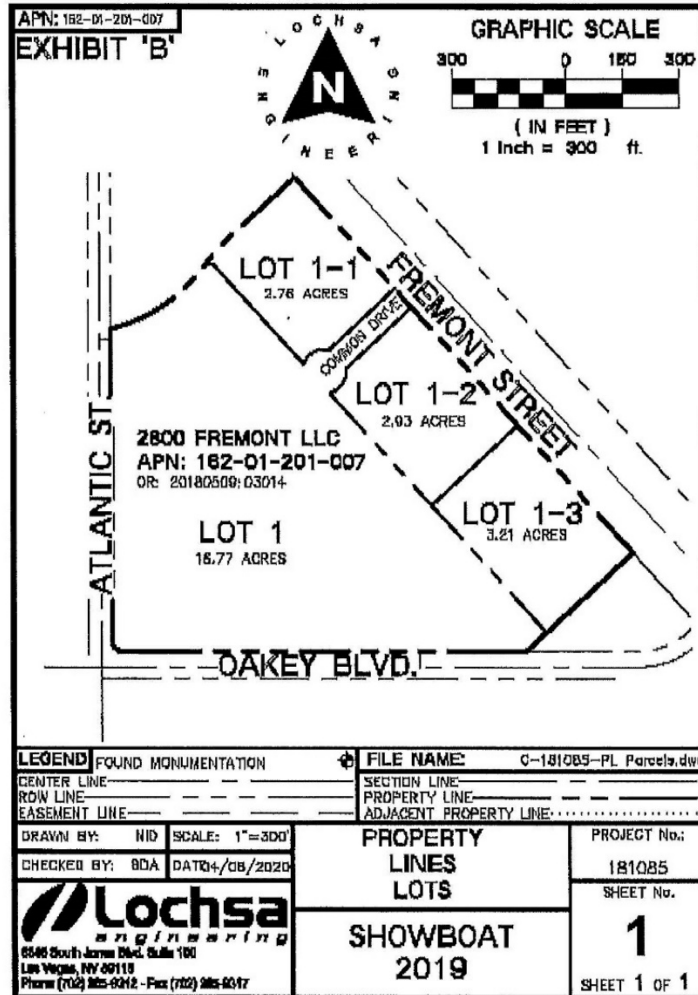
**EXHIBIT B
SITE PLAN**

[See attached]

CCRS - SHOWBOAT PARK.DOCX

19381.1

Initials: _____
 Tenant Landlord



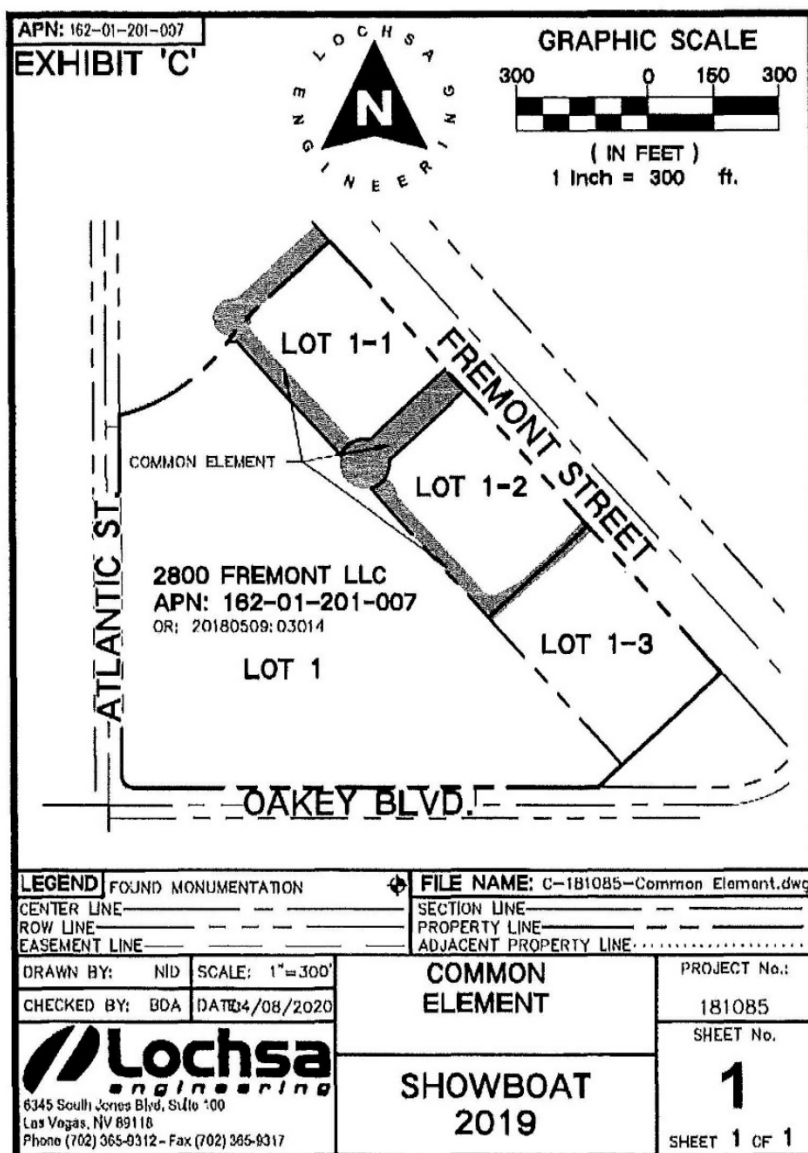
CCRS - SHOWBOAT PARK.DOCX

19381.1

Initials: _____
Tenant

Landlord

**EXHIBIT C
COMMON AREA PLAN**



CCRS - SHOWBOAT PARK.DOCX

19381.1

Initials: _____
Tenant

Landlord

EXHIBIT "E"

**TENANT NOTICE OF SUBSTANTIAL COMPLETION
(Sample)**

Date: TBD

To: SOUTHERN NEVADA HEALTH DISTRICT

RE: DELIVERY

Notice is hereby given as of the date hereof to SOUTHERN NEVADA HEALTH DISTRICT ("Health District"), a Political Subdivision of the State of Nevada under that certain Lease dated, that the premises located at 2830 Fremont St., Las Vegas, Nevada 89126, are substantially completed with respect to the Landlord's obligations therefore and are ready for Health District to commence the work which it is required to perform pursuant to the provisions of Exhibit "B" of the Lease.

If it has not done so already, Health District needs to contact its local gas and electric company regarding its meter applications and the scheduled date for the installation of these services.

Also, before beginning any construction in its demised space, Health District must submit the following to Landlord for approval:

1. Working drawings and specifications for Health District's demised space prepared by a licensed architect or engineer if applicable.
2. Contractor's construction schedule for Health District's improvements.
3. Contractor's name, address, and telephone number.
4. Detailed drawings indicating the layout, design, lettering, and color of Health District's proposed storefront sign and contractor's name.
5. Insurance policy naming Landlord as an additional insured.

Please register below any problems or missing items with Health District's demised space in order for Landlord's contractor to include those matters for repair in its Punch List.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Initials: _____
 Tenant Landlord

EXHIBIT "F"

RENT SCHEDULE

The base Minimum Rent for the initial term shall be adjusted on each anniversary date from the date of commencement of the Lease term in accordance to Article 5.1 of the Lease, provided that such adjustment shall never result in the base minimum rent being increased less than as follows:

MONTHLY MINIMUM RENT:

April 1, 2022 through March 30, 2037

Years 1-3	\$1.50 sq. ft. plus monthly C.A.M. fees
Years 4-6	\$1.59 sq. ft. plus monthly C.A.M. fees
Years 7-9	\$1.68 sq. ft. plus monthly C.A.M. fees
Years 10-12	\$1.77 sq. ft. plus monthly C.A.M. fees
Years 13-15	\$1.80 sq. ft. plus monthly C.A.M. fees

RENEWAL TERMS: Tenant shall have two (2) five (5) year options to renew Lease and such option shall be negotiated at based on the Mutually Agreeable Increase 120 days prior to the expiration of the then-current Lease Term period. Tenant's Base Rent shall increase by up to 3% above the Base Rent Tenant is paying during the final (12) months of the then-current Lease Term period. In the event Tenant mutually executes a Renewal Term addendum with Landlord, the Base Rent shall increase by up to 3% annually during such Renewal Term.

IN WITNESS WHEREOF this Minimum Rent Schedule is executed as of the Effective Date of the Lease.

"Landlord":
2830 Fremont LLC
a Nevada Limited Liability Company

"Tenant":
SOUTHERN NEVADA HEALTH DISTRICT
a Political Subdivision of the State of Nevada

By: _____
Managing Member

By: _____
Fermin Leguen, MD, MPH
District Health Officer

Initials: _____
Tenant Landlord