

# BOARD OF REGENTS BRIEFING PAPER

**1. AGENDA ITEM TITLE:** Second Amendment to Base Year Medical Office Building Lease between UNLV and MOB 46 of Nevada, LLC for property located at 3196 S. Maryland Parkway, Suite 303

**MEETING DATE:** March 4-5, 2021

## **2. BACKGROUND & POLICY CONTEXT OF ISSUE:**

The Board of Regents' Handbook defines a long-term lease agreement as one that is for a period greater than five years or alternatively, where the value is over \$500,000 in total lease payments. The Second Amendment to Base Year Medical Office Building Lease (the "**Second Amendment**") between MOB 46 of Nevada, LLC (the "**Landlord**") and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas School of Medicine (the "**UNLV**"), meets both of these criteria. The Second Amendment is incorporated hereto as "**Attachment 1**." The purpose of the Second Amendment is to grant UNLV the ability to relocate from Suite 209 to Suite 303 at 3196 S. Maryland Parkway (the "**Premises**"), also commonly known as Clark County Assessor parcel number 162-11-401-009.

### Background Information

UNLV is requesting to amend the existing Base Year Medical Office Building Lease (the "**Lease**") and First Amendment to Base Year Medical Office Building Lease (the "**First Amendment**") for the purpose of relocating from two separate suites totaling 8,715 rentable square feet to 7,601 rentable square feet (the "**RSF**") on the third floor of the building. The lease term will be ten years with a one-time right to terminate the agreement at the end of the 7th year with written notice issued at least 180 days prior to the early termination date. UNLV will also be granted a right of first refusal for any additional space that becomes available on the third floor of the building.

UNLV became a party to the original lease as of July 1, 2017, when it was transferred from the University of Nevada, School of Medicine, as part of the Contract Regarding the Transition of Medical Education in Southern Nevada which outlined the terms of the clinical transition and was approved by the Board of Regents at its September 8-9, 2016 meeting. With Chancellor approval, in June of 2019 UNLV entered into the Lease for two suites which increased the leased space from 6,708 RSF to 8,715 RSF and extended the lease term approximately two years and four months that will expire September 2021. The Lease and First Amendment are incorporated hereto as "**Attachment 2**" and "**Attachment 3**," respectively.

The Premises will be occupied and funded by the UNLV Medical School Practice Plan (the "**UNLV Med**") and will house its Obstetrics & Gynecology/Maternal Fetal Medicine clinic. Relocating from the second floor will allow for clinic efficiencies, such as improved clinic design and more efficient use of staff and resources. While suite 303 is smaller than the current second floor space, relocation to the third floor will provide an improved entrance and waiting room area, one additional exam room, one new consultation room, an enlarged sonography room, and ample office space for current staff and medical providers. There is also an opportunity to increase the square footage of the clinic to accommodate future growth plans. The Premises is strategically located on the Sunrise Hospital Campus, therefore providing an opportunity to further serve the needs of all communities within Southern Nevada while also encouraging successful collaboration with Sunrise Hospital.

Due to the long-term lease commitment, the Landlord has agreed to provide construction of improvements for the Premises, as specified in Section 22 and Schedule 1 of the Second Amendment.

### Fiscal Implications

The base rent will begin at the monthly rate of \$2.15 per RSF or \$25.80 annually and will increase 3% each year of the lease term. UNLV will also be responsible for an 11.15% proportional share of the overall operating expenses of the 68,144 SF building. Based on review of the current operating expenses for the building, it is estimated that these costs will average \$0.20 per RSF monthly or \$2.40 annually\*.

Total lease costs are estimated to be \$2,457,261.90 for the entire ten-year term. Below is a summary of the costs and lease terms.

*Form Revised: 1/2018*

Length of Lease (Total Years)	10
Rentable Area (Square Feet)	7,601 RSF
Monthly Rent per RSF (Year 1)	\$2.15
Annual Rent per RSF (Year 1)	\$25.80
Annual Rent (Year 1)	\$ 196,105.80
Monthly Operating Expenses per RSF (Year 1)	\$0.20
Annual Operating Expenses per RSF (Year 1)	\$2.40
Annual Operating Expenses (Year 1)*	\$ 18,242.40
Total Monthly Rent and Operating Expenses (Year 1)	\$17,862.35
Total Annual Rent and Operating Expenses (Year 1)	\$ 214,348.20
Annual Rent and Operating Expense Escalations	3%
<b>Total Estimated Cost of Lease over 10-year Term*</b>	<b>\$ 2,457,261.90</b>

\* Operating Expenses are estimated based off of industry-standard calculations

Third quarter 2020 full-service gross lease rates for Class B medical office space in the East submarket averaged \$2.04 per square foot monthly or \$24.48 annually. During the first year of occupancy, base rent and operating expenses are estimated to total \$2.35 per square foot monthly or \$28.20 annually which equates to a monthly rent amount of \$17,862.35 or \$214,348.20 annually. UNLV believes paying a rate higher than average submarket rents is warranted due to the strategic location of the Premises on the Sunrise Hospital campus and its close proximity to surrounding medical support services. Additionally, most medical office space for lease in the submarket tends to be for smaller single tenant users thus demanding lower rental rates.

In the event of insufficient funds being appropriated, budgeted, or otherwise made available to UNLV from State and/or Federal sources, the UNLV School of Medicine agrees to set aside funds to pay the cancellation fee associated with a potential early termination. The cancellation fee will include an amount equal to two months of base rent plus the unamortized portion of the Landlord's broker commissions or fees, imputed interest on such broker's commission fees at the rate of 10%, and any unamortized tenant improvement costs.

### 3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Keith E. Whitfield requests approval of the Second Amendment for property located at 3196 S. Maryland Parkway, Suite 303, also commonly known as Clark County Assessor parcel number 162-11-401-009. President Whitfield further requests that the Chancellor be granted authority to execute the Second Amendment, and any ancillary documents deemed necessary and appropriate by the NSHE Chief General Counsel, to implement all terms and conditions of the Second Amendment.

### 4. IMPETUS (WHY NOW?):

The lease agreement for the second-floor location expires September 2021, and the third-floor location is available now for relocation.

### 5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

- X Access (Increase participation in post-secondary education)
- X Success (Increase student success)
- X Close the Achievement Gap (Close the achievement gap among underserved student populations)
- X Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)
- X Research (Co-develop solutions to the critical issues facing 21<sup>st</sup> century Nevada and raise the overall research profile)

Not Applicable to NSHE Strategic Plan Goals

### INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

Efficient use of real estate resources leads to additional funding availability that can be refocused on program expansion and student success initiatives.  
 Providing desirable and efficient clinical facilities assists in attracting accomplished researchers, faculty, and students, thus creating a robust research and educational environment.  
 High quality medical and health care professionals are in great demand in Southern Nevada, and providing first-class facilities will support the growth of medical and health science programs that will educate a greater number of healthcare professionals.

### 6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

Form Revised: 1/2018

- The clinic is strategically located on the Sunrise Hospital Campus and provides UNLV the opportunity to increase services within Southern Nevada communities.
- The location encourages successful collaboration between UNLV Med and Sunrise Hospital.
- New reconfigured space will provide efficiencies in clinic operations.
- It is difficult to acquire the amount of SF in one location that would accommodate the space needs of the clinic.
- Landlord has agreed to complete UNLV-requested improvements.
- Landlord has agreed to grant UNLV a one-time right to terminate with payment of cancellation fees after 7 years.
- The ability to terminate the agreement at 7 years will give UNLV Med the opportunity to vacate this location prior to 10 years and relocate to a more preferred location if required.
- Landlord has offered UNLV a right of first refusal for any space that becomes available on the third floor, therefore accommodating future growth plans for the clinic.

**7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:**

The lease is a long-term commitment that will eliminate the opportunity to relocate to another property should rental rates be reduced in the next 7 years. Should funding sources not be made available at any time other than during the Right to Terminate period, UNLV will be responsible for cancellation fees that would be paid to the Landlord and their broker.

**8. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:**

The Board does not approve the lease agreement.  
 Continue to investigate other properties.  
 Continue leasing the current location with dated improvements and inefficient space use.

**9. RECOMMENDATION FROM THE CHANCELLOR’S OFFICE:**

**10. COMPLIANCE WITH BOARD POLICY:**

Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 1(9), Table 9.1  
 Amends Current Board Policy: Title # \_\_\_\_\_ Chapter # \_\_\_\_\_ Section # \_\_\_\_\_  
 Amends Current Procedures & Guidelines Manual: Chapter # \_\_\_\_\_ Section # \_\_\_\_\_  
 Other: \_\_\_\_\_  
 Fiscal Impact: Yes  No \_\_\_\_\_  
 Explain: The total cost for the Second Amendment for the ten-year term is \$2,457,261.90. Lease payments will be funded by UNLV Med from revenue generated from its clinical operations.

**SECOND AMENDMENT TO BASE YEAR MEDICAL OFFICE BUILDING LEASE**

This SECOND AMENDMENT TO BASE YEAR MEDICAL OFFICE BUILDING LEASE (this “**Second Amendment**”) is made as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between MOB 46 of Nevada, LLC, a Delaware limited liability company (“**Landlord**”) and the Board of Regents Nevada System of Higher Education, on behalf of The University of Nevada, Las Vegas, School of Medicine, a Nevada constitutional entity of the State of Nevada (“**Tenant**”) (Landlord and Tenant are hereinafter collectively known as the “**Parties**” and individually as a “**Party**”) under the following circumstances:

Landlord and Tenant are parties to that certain Base Year Medical Office Building Lease, dated as of June 3, 2019, as amended by First Amendment to Base Year Medical Office Building Lease, dated as of June 3, 2019 (such lease, as amended, is hereinafter referred to as the “**Lease**”), whereby Landlord has leased to Tenant premises consisting of 6,522 rentable square feet and known as Suite No. 209 on the second (2<sup>nd</sup>) floor of the building located at 3196 South Maryland Parkway, Las Vegas, Nevada 89109, which real property is described on Exhibit A to the Lease (the “**Premises**”); and

Landlord and Tenant desire to enter into this Second Amendment in order to extend and modify certain terms of the Lease.

NOW THEREFORE, in consideration of the promises and the agreements and covenants contained herein, Landlord and Tenant agree that the Lease is amended and modified as follows:

**1. Amendments.**

1. Effective on the Premises Relocation Commencement Date (as defined herein), the Premises is hereby relocated to a portion of the Building known as Suite No. 303, containing approximately 7,601 (6,738 usable) rentable square feet, as more particularly shown on Revised Exhibit B, attached hereto and incorporated into the Lease by reference herein (the “**Relocation Space**”). From and after the Premises Relocation Commencement Date, the Premises shall consist of approximately 7,601 (6,738 usable) rentable square feet of space, and Base Rent and Tenant’s Proportionate Share of Excess Operating Costs shall be calculated based on such revised square footage. For the avoidance of doubt, the term “**Premises Relocation Commencement Date**” shall mean the date on which Landlord (or Landlord’s representative) delivers the Relocation Space to Tenant; provided, the Relocation Space shall be considered delivered to Tenant on the date Landlord provides the keys of the Relocation Space to Tenant. Landlord shall provide written notice to Tenant once the Premises Relocation Commencement Date has been determined in accordance herewith. The Premises Relocation Commencement Date specified in such writing shall be binding on Landlord and Tenant and shall supersede any Premises Relocation Commencement Date identified elsewhere in this Second Amendment.

2. The Term of the Lease is hereby extended by ten (10) years, commencing on October 1, 2021 (the “**Extended Term Commencement Date**”), and expiring on September 30, 2031 (such extension, the “**Extended Term**”).

3. Effective as of the Extended Term Commencement Date, the Annual Base Rent shall be Twenty-Five and 83/100 Dollars (\$25.83) multiplied by the number of rentable square feet of the Premises, increasing annually on each anniversary of the Extended Term Commencement Date, by three percent (3%) over the then-current amount of the Annual Base Rent, and payable pursuant to Section 2 of the Lease.

4. The following language is hereby added to the Lease as Section 22. In the event of a conflict between the language in Section 11 of the Lease and this new Section 22, the language in this new Section 22 shall control:

**“SECTION 22. CONSTRUCTION OF THE RELOCATION SPACE LEASEHOLD IMPROVEMENTS**

22.1 Construction of Relocation Space Tenant Work. Upon the Effective Date of this Second Amendment, Landlord agrees to improve and make alterations to the Relocation Space in accordance with the plans and specifications (including materials and/or finishes) described or set forth on Schedule 1 attached to this Second Amendment (the “**Relocation Space Tenant Work**”). Landlord shall design, obtain permits for, and construct the Relocation Space Tenant Work at Landlord’s sole cost and expense; provided, however, if after the date hereof Tenant elects to make any changes to the Relocation Space Tenant Work, the following will apply: (a) such request for changes must be in a writing delivered by Tenant to Landlord, (b) the proposed changes will be subject to Landlord’s approval, such approval not to be unreasonably withheld, conditioned or delayed, and (c) such changes may be rejected by Landlord if the same would cause the completion of the Relocation Space Tenant Work to be delayed. Any Landlord approved changes resulting



in an increase to the cost and expenses to Landlord to complete the Relocation Space Tenant Work (as contemplated in Schedule 1) shall be paid by Landlord. The parties understand no state allocated budgetary money will be used for the Relocation Space Tenant Work and that funds budgeted and used for the Relocation Space Tenant Work are private non state funds allocated and provided by the Landlord, for improvements that are procured, delivered and owned by the Landlord.

22.2 Obligations; Waivers. Throughout the process of preparing the plans for the Relocation Space Tenant Work and obtaining any necessary governmental permits and approvals, each Party shall act diligently and in good faith and shall cooperate with the other and with governmental agencies in whatever manner may be reasonably required. Tenant acknowledges and agrees that Landlord reserves the right, without Tenant's consent and without liability to Tenant, to make any modifications, changes or omissions to the plans required by any governmental or quasi-governmental authority or utility. Tenant acknowledges that interior finishes such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, tile, mica, and the like, are subject to shading and gradation and may vary from samples, models or color charts, and from piece to piece, and Landlord will not be liable for such variation.

22.3 Substitutions; Change Orders and Extras. Tenant may select different materials or interior finishes in lieu of the Landlord's building standard material and finishes prior to the commencement of any Relocation Space Tenant Work on the part of the Relocation Space affected by the change in materials or finishes, subject to (a) Landlord's approval of same, and (b) such Tenant's substitutions complying with applicable local codes requirements. If the cost of Tenant's substitutions causes the cost of the Relocation Space Tenant Work to exceed the cost contemplated in Schedule 1, then Landlord shall be responsible for such difference in cost as provided above, only to the extent Landlord has approved such changes in writing. If Landlord omits any changes or extras, Landlord's only liability to Tenant will be to refund to Tenant the amount Tenant paid to Landlord (if any) for each item omitted. Except for such omissions, Tenant's payment for any change orders or extras is not refundable.

22.4 Interference with Construction. Prior to the Premises Relocation Commencement Date, Tenant shall not place any personal property in the Relocation Space or enter into or upon the Relocation Space (except to inspect the same where accompanied by a representative of Landlord) or interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or interference by others. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph. Notwithstanding any provision of the Lease to the contrary, Landlord shall allow Tenant or Tenant's system contractors ("**Tenant's System Contractors**") access the Relocation Space for fourteen (14) days prior to the Premises Relocation Commencement Date to install, at Tenant's sole cost and expense, Tenant's phone and data systems (which access shall not require the payment of Base Rent or Operating Costs, but which shall otherwise be on and subject to all of the terms and conditions of this Lease, including, but not be limited to, Section 5.5(c)), so long as such pre-Premises Relocation Commencement Date access does not interfere with or result in additional costs or delays to Landlord. Tenant and Tenant's System Contractors shall coordinate in advance with Landlord for access to the Relocation Space to perform the work and all such work shall conform with all applicable laws.

22.5 Delays Beyond Landlord's Control. Tenant acknowledges and agrees that completion of the Relocation Space Tenant Work may be delayed by causes that are beyond Landlord's control, that Landlord will not be liable for any delays in completion of the Relocation Space Tenant Work, that Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and that any delays will not permit Tenant to cancel, amend or diminish any of Tenant's obligations under this Lease.

22.6 Certain Modifications. Notwithstanding anything herein to the contrary, Landlord and Tenant acknowledge that the actual square footage of the Relocation Space may differ at the completion of the Relocation Space Tenant Work from the square footage set forth elsewhere in this Second Amendment or the Lease. In the event of such a difference, Tenant agrees that the square footage of the Relocation Space shall be deemed for all purposes, including, but not limited to, the determination of the total amount of the applicable Rent and Relocation Space Tenant Improvement Allowance, to be the actual square footage of the Relocation Space as of the completion date of the Relocation Space Tenant Work, subject to remeasurement by Landlord from time to time in accordance with Section 3.2 of this Lease."

5. The following is hereby added to the Lease as Section 23:

**“SECTION 23. RIGHT TO TERMINATE**

So long as Tenant is not in default, Tenant shall have the one-time right to terminate this Lease effective at the end of the seventh (7<sup>th</sup>) Lease Year of the initial Term (the **“Early Termination Date”**) by providing Landlord with written notice at least one hundred eighty (180) days prior to the Early Termination Date. Upon the Early Termination Date, Tenant shall surrender the Premises to Landlord in accordance with Section 16.1 of the Lease, and both parties shall be released of all obligations and liabilities arising under this Lease, provided that Tenant shall remain liable for all obligations under the Lease which arose prior to termination or are otherwise intended to survive termination (including, but not limited to, indemnification and accrued Rent obligations). Notwithstanding anything to the contrary set forth herein, the foregoing right to terminate shall not apply to (i) any renewal or extension of the Lease, (ii) any offer to lease, (iii) any new lease entered into with the original tenant under this Lease or with such tenant's successors or assigns, or (iv) any transfer of tenant's interest contemplated under this Lease (including but not limited to assignments).”

5. The following is hereby added to the Lease as Section 24:

**“SECTION 24. RIGHT OF FIRST REFUSAL**

Landlord hereby grants Tenant a one-time right of first refusal to lease (the **“ROFR”**) any available space on the third (3<sup>rd</sup>) floor of the Building, (the **“Additional Space”**). The ROFR shall be co-terminous with this Lease (the **“ROFR Term”**), unless earlier terminated as hereinafter provided. If during the ROFR Term there has been no default in the performance of any of the obligations of Tenant under this Lease and either Landlord receives a bona fide offer to lease the Additional Space or any portion thereof from a third party, which offer Landlord intends to accept, or Landlord desires to make a bona fide offer to lease the Additional Space or any portion thereof to a third party, then Landlord shall promptly deliver to Tenant a written notice (the **“Offer Notice”**) setting forth the full terms and conditions of the proposed lease of the Additional Space or such portion thereof (the **“Offer Space”**). Within ten (10) days after receipt of Landlord's Offer Notice, Tenant shall reply by written notice either accepting the Offer Space on the terms set forth in the Offer Notice or rejecting the same. Failure to respond within such ten (10) day period shall constitute a rejection of the Offer Space. If Tenant accepts the Offer Space in the manner set forth above, the Offer Space shall be added to the Premises on the terms described in Landlord's notice by an amendment to this Lease which shall include an adjustment in the Rent and Tenant's Proportionate Share and such other changes as may be appropriate. If Tenant does not accept the Offer Space as above provided, or execute and return to Landlord such amendment within ten (10) days of its delivery, the ROFR shall terminate and Landlord shall thereafter be free to lease all or any part of the Additional Space to any other party without giving notice to Tenant and free and clear of any and all rights and claims of Tenant. Notwithstanding anything to the contrary set forth herein, the foregoing ROFR shall be subject and subordinate to any right of refusal or other right to lease granted prior to the date hereof, and shall not apply to (i) any renewal or extension of this Lease, (ii) any offer to lease, (iii) any new lease entered into with the current tenant under this Lease or with such tenant's successors or assigns, or (iv) any transfer of current tenant's interest contemplated under this Lease (including, but not limited to, assignments).”

**B. Miscellaneous.**

1. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Second Amendment. The counterparts of this Second Amendment, the Lease and all ancillary documents (if any) may be executed and delivered by facsimile or other means of electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

2. Except as amended by this Second Amendment, the Lease is not otherwise amended, and the Lease remains in full force and effect, as amended hereby. In the event of a conflict between the terms of this Second Amendment and the terms of the Lease, the terms of this Second Amendment shall control. Capitalized terms used in this Second Amendment but not defined herein shall have the meaning set forth in the Lease.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Second Amendment as of the date first above written.

**LANDLORD:**

MOB 46 of Nevada, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

Board of Regents Nevada System of Higher  
Education, on behalf of The University of Nevada,  
Las Vegas, School of Medicine

**RECOMMENDED:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_

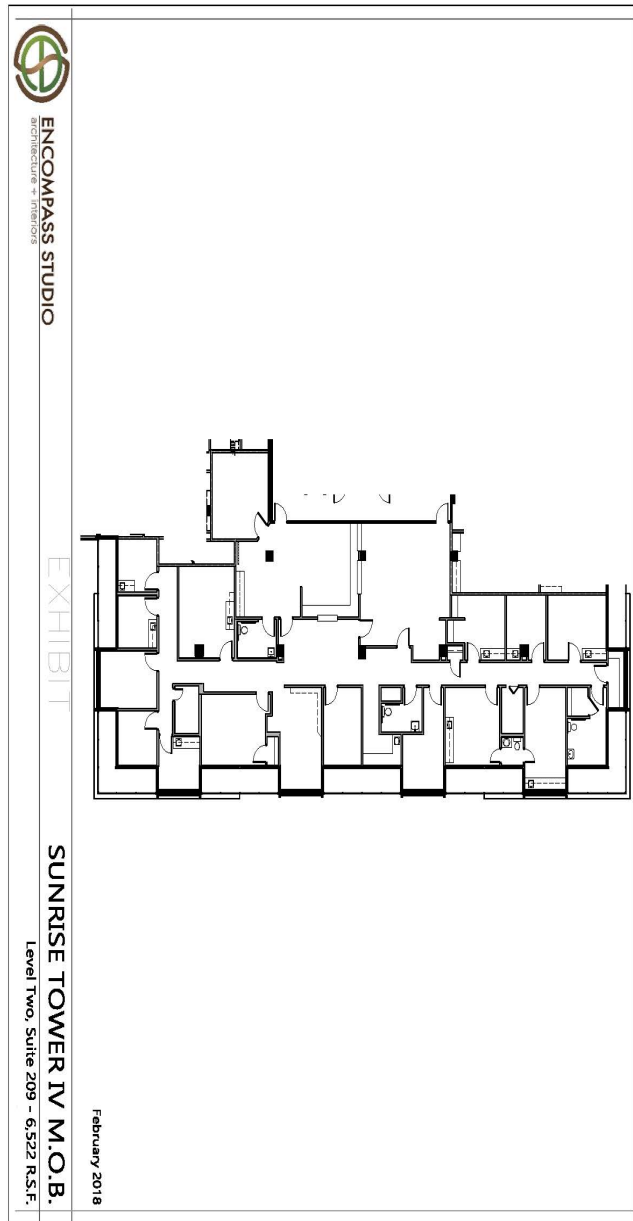
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REVISED EXHIBIT B TO BASE YEAR MEDICAL OFFICE BUILDING LEASE**

**Relocation Space Floor Plan**

















# UNLV | PLANNING & CONSTRUCTION

## ADDENDUM 1 TO BID DOCUMENTS & PLANS

### UNLV MFM OBGYN Clinic TI @ Sunrise Tower IV Suite 303

University of Nevada, Las Vegas  
Planning and Construction  
4505 Maryland Parkway  
Las Vegas, Nevada 89154-1027  
702.895.2500

Date of Release: December 18, 2020

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THE FOLLOWING ADDITIONS, DELETIONS, CLARIFICATIONS, AND/OR CHANGES SHALL BE MADE AND INCORPORATED IN THE SUBJECT RFP:

#### GENERAL

- AI-1.0 Clarification:** Keynote #5: Plumbing. Replace fixtures for new fixtures. (12) Exam room sinks – Dayton D12522 Spec Sheet, (2) Procedure Exam room sinks – Dayton D23322 Spec Sheet, (1) Break room & (1) Lab room sink – Elkay CR4322 Sink Spec  
**Add/Alternates:** (12) Exam room sinks – Elkay GECR2521 Spec Sheet, (2) Procedure Exam Rooms – Elkay CRS3322 Spec Sheet
- AI-1.0 Clarification:** General Note: Toilet Accessories. Per each cost: supply and install (1) baby changing station.
- AI-1.0 Clarification:** General Note: Accessories/Fire Protection. Per each cost: supply and install 24096R-VD Finish=Metal (White), (1) FEC's; (1) MP5 FE's. (Fire extinguisher cabinet and fire extinguisher).
- AI-2.0 Clarification:** Millwork Keynote #6: Add solid surface to top ILO plam top.
- AI-2.0 Clarification:** Millwork: DEDUCT ALTERNATIVE: UNLV standard colors (HPP Wisonart vs. UNLV Formica)
- AI-2.0 Clarification:** Keynote #27: Glass & Glazing. Provide ¼" thick safety glazing in surface mounted U Channel on top of 48" H counter top or low wall to ceiling. Provide U Channel above; align glazed edge to edge of partition wall.
- AI-2.0 Clarification:** Door Schedule #5: Glass & Glazing. 3-0 x 7-0 x 3/8" thick building standard safety glazed door with 4" H top and bottom rails, concealed closer, 90 degree hold open, and 24" H ladder pulls; finish: to be brushed or polished stainless.
- AI-3.0 Clarification:** Keynote #7: Electrical. Provide 4" plug mold.

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**AI-5.0 Clarification:** Outline cost variance to use UNLV finish specifications.

**AI-5.0 Clarification:** Note #2: All walls to be UNLV paint PT-1 with UNLV accent paint PT-4, locations TBD.

**AI-5.0 Clarification:** Note #3: Provide UNLV paint PT-1 in lieu of building standard.

**AI-5.0 Clarification:** Note #4: Provide UNLV vinyl plank VP-1 in lieu of building standard.

**AI-5.0 Clarification:** Note #5: Provide UNLV vinyl tile VT-1 in lieu of building standard.

**AI-5.0 Clarification:** Note #6: Provide UNLV base BS-2 in lieu of building standard.

**AI-5.0 Clarification:** Note #7: Provide UNLV base BS-1 in lieu of building standard.

**AI-5.0 Clarification:** Note #8: Provide UNLV vinyl tile VT-1 in lieu of building standard.

**AI-5.0 Clarification:** Note #9: Provide UNLV carpet CPT-1 in lieu of building standard.

**AI-5.0 Clarification:** Note #10: Provide UNLV vinyl tile VT-1 in lieu of building standard.

**AI-5.0 Clarification:** Note #11: Provide UNLV base BS-1 in lieu of building standard.

**AI-5.0 Clarification:** ~~Sheet Note: Window Treatments. Supply and install: (36) - 5% Sheerweave 2390 Roller Shades.~~

**ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS OF THIS INVITATION TO QUOTE REMAIN THE SAME.**

**END OF ADDENDUM 1**

## Attachment 2

### BASE YEAR MEDICAL OFFICE BUILDING LEASE

THIS LEASE is entered into and effective as of the 17<sup>th</sup> day of September, 2019, by and between MOB 46 OF NEVADA, LLC, a Delaware limited liability company, or its assigns ("Landlord"), and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF MEDICINE, a(n) Nevada constitutional entity of the State of Nevada, ("Tenant").

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant as hereinafter set forth, hereby leases to Tenant and Tenant hereby leases from Landlord, Suite No. 200, consisting of 2,193 square feet of space (the "Premises"), on the second (2<sup>nd</sup>) floor in the building located at 3196 South Maryland Parkway, Las Vegas, NV 89109, ("Building") for the term and upon the conditions and agreements hereinafter set forth ("Lease"). The Building is located upon land more particularly described in Exhibit A attached hereto and incorporated herein. The floor plan of the Premises is more particularly shown on Exhibit B attached hereto and incorporated herein. This Lease shall constitute a binding agreement between the parties effective as of the date set forth above ("Effective Date").

#### SECTION 1. TERM

The commencement date of the term of this Lease shall be May 15, 2019, (such date, as it may be adjusted pursuant to Section 11, is hereinafter called the "Commencement Date"), and shall continue thereafter for two (2) years and four (4) months and sixteen (16) days and shall expire at 11:59 p.m. on September 30, 2021, (such term and any extension and renewals hereof, hereinafter called the "Term"). "Lease Year" shall be defined as each twelve consecutive month period throughout the Term, beginning on the Commencement Date and each anniversary thereof.

#### SECTION 2. RENT

2.1 Base Rent. During the Term, Tenant shall pay to Landlord "Annual Base Rent" as determined pursuant to Schedule A or Schedule B below, whichever is applicable, multiplied by the number of rentable square feet of the Premises (such sum is hereafter referred to as "Base Rent"), together with "Tenant's Proportionate Share" of "Excess Operating Costs" and "Additional Rent" (as those terms are hereinafter defined in Section 3). Base Rent shall be payable in monthly installments in advance without notice, demand, setoff or deduction and all such installments shall be paid to Landlord or its managing agent in U.S. Dollars. In no event shall Tenant have the right to withhold any Rent (as defined in Section 3.1) for any length of time regardless of whether any dispute exists relating to this Lease, the Premises, the Building or Tenant's occupancy of the Premises or the Building. Except as otherwise may be provided in Section 11, the first monthly installment for Base Rent shall be due on the Commencement Date and, thereafter, such monthly installments shall be due on the first day of each calendar month. If Tenant's obligation to pay Base Rent relates to only a part of a month at the beginning or the end of the Term, Tenant shall pay Landlord a proportionate part of the applicable monthly installment for each such partial month, which shall be payable at the same time as the first or last (as applicable) monthly installment is due under this Lease.

See First Amendment Section 1

2.2 Taxes on Rent. Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Base Rent or Additional Rent payments by any city, county, state or other governmental body having authority. Such payments shall be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid to Landlord concurrently with the payment of the Base Rent or Additional Rent upon which such tax is based.

Schedule A shall apply to this Lease.

SCHEDULE A			SCHEDULE B	
Lease Year	Annual Base Rent	Monthly Rent Installment	Annual Base Rent	Monthly Rent Installment (First Year Only)
5/15/19-5/14/20	\$26.78/r.s.f.	\$4,894.05	N/A/r.s.f.	N/A
5/15/20-5/14/21	\$27.58/r.s.f.	\$5,040.87		
5/15/21-9/30/21	\$28.41/r.s.f.	\$5,192.09		
_____	_____/r.s.f.	\$ _____		
_____	_____/r.s.f.	\$ _____		
_____	_____/r.s.f.	\$ _____		
_____	_____/r.s.f.	\$ _____		
_____	_____/r.s.f.	\$ _____		
_____	_____/r.s.f.	\$ _____		
_____	_____/r.s.f.	\$ _____		
_____	_____/r.s.f.	\$ _____		
_____	_____/r.s.f.	\$ _____		
_____	_____/r.s.f.	\$ _____		

The Base Rent set forth in Schedule B is subject to increases during the Term. Base Rent due as a result of an increase in the cost of living shall be calculated in accordance with the terms set forth below. The basis for computing the cost of living shall be the unadjusted Consumer Price Index for all Urban Consumers, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). The Index for the third calendar month preceding the month in which the Commencement Date occurs shall be the "Base Index Number". The Index for the same month in the year of the applicable Adjustment Date shall be the "Current Index Number". On each anniversary of the Commencement Date during the term of this Lease (each such date an "Adjustment Date"), Base Rent shall be adjusted as follows: (i) by an increase of three percent (3%) of the then-current amount of Base Rent, or (ii) if larger than such three percent (3%) increase, by adjustment to reflect the increase in the cost of living over the preceding Lease Year. If Base Rent is to be adjusted for cost of living increase pursuant to subsection (ii) hereof, the Base Rent for the Lease Year commencing on each Adjustment Date shall be the product obtained from multiplying the amount of Annual Base Rent for the Lease Year immediately preceding the Adjustment Date by the fraction whose numerator is equal to the Current Index Number and whose denominator is equal to the Base Index Number; provided that in no event will Base Rent for such Lease Year be less than adjusted Base Rent for the Lease Year immediately preceding the Adjustment Date. If on any Adjustment Date, the Current Index Number has not been published, the parties agree that the adjustment to Base Rent contemplated herein will be made after the Current Index Number is published, and that such adjustment will be retroactive to Adjustment Date and that pending publication of the Current Index Number the three percent (3%) Base Rent increase described in subsection (i) hereof shall apply. If, after publication of the Current Index Number, it is determined that the applicable rent increase should be based on the cost of living increase as set forth in subsection (ii) hereof rather than on the three percent (3%) standard set forth in subsection (i) hereof, Landlord shall notify Tenant of the new adjusted Base Rent amount and Tenant shall pay Landlord any short fall between the amount of Base Rent paid subsequent to the Adjustment Date and the new amount of adjusted Base Rent payable hereunder as a result of the adjustment. If the Index is not in existence at the time the determination is to be made, the parties shall use such equivalent price index as is published by a successor government agency in lieu of the Index; or, if no such price index is published, then the parties shall use a mutually acceptable equivalent price index as is published by a non-governmental agency.

**SECTION 3. ADDITIONAL RENT; OPERATING COSTS**

3.1 Additional Rent. In addition to the Base Rent as set forth in Section 2 herein, Tenant shall pay Landlord "Additional Rent", which term shall be defined to include the following:

- (a) "Tenant's Proportionate Share" of "Excess Operating Costs".
- (b) any sum owed for separately metered utilities, including, without limitation, electricity, or as a "Surcharge" (as defined in Section 5); and
- (c) any other sums owed by Tenant pursuant to the terms of this Lease or otherwise arising in connection with Tenant's occupancy of the Premises.

For purposes of this Lease, Base Rent and Additional Rent shall hereinafter be collectively referred to as "Rent".

3.2 Proportionate Share. "Tenant's Proportionate Share" shall mean the rentable area of the Premises divided by the rentable area of the Building on the last day of the calendar year for which "Operating Costs" (as defined in Section 3.5) are being determined. Except as provided expressly to the



contrary herein, the rentable area of the Building shall include all rentable area of all space leased or suitable for lease in the Building, which Landlord may reasonably re-determine from time to time, to reflect any re-configurations, additions or modifications to the Building. If the Building, or any development of which it is a part, shall contain non-office uses, Landlord shall have the right to determine in accordance with sound accounting and management principles, Tenant's Proportionate Share for only the office portion of the Building or of such development, in which event, Tenant's Proportionate Share shall be based on the ratio of the rentable area of the Premises to the rentable area of such office portion. If the Building shall be part of or shall include a complex development or group of buildings or structures collectively owned, leased or managed by or on behalf of Landlord or any of its affiliates, Landlord may allocate among the buildings within the complex or group of buildings those categories of Operating Costs which relate to any facilities which are for the common use or benefit of the complex or group of buildings, among such buildings in accordance with sound accounting and management principles. Such common use or benefit facilities shall include, but shall not necessarily be limited to, parking facilities and driveways, sidewalks, connecting bridges and corridors, lobbies, foyers and other public areas, maintained for the common benefit and use of buildings within the complex or group. For purposes of determining Tenant's Proportionate Share, but subject to Landlord's right to re-determine the rentable area of the Building from time to time pursuant to this Section 3, Landlord has calculated the rentable area in the Premises and the Building in its reasonable discretion with respect to the layout of multi-tenant floors. The rentable area in the Premises as set forth on Page 1 of this Lease is hereby stipulated to be the rentable area of the Premises for all purposes under this Lease, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises and for actual occupancy; provided, however, in the event Landlord re-measures the Premises in accordance with commercially reasonable procedures and if the rentable area of the Premises is different than above stated, Landlord may give Tenant written notice of the change and the new number of square feet shall become the rentable area of the Premises for all purposes effective as of the date of such notice.

See First Amendment Section 3

3.3 Base Year and Excess Operating Costs Defined. "Base Year" shall mean the calendar year during which Tenant's occupancy of the Premises commences. "Excess Operating Costs" shall mean the excess, if any, of actual Operating Costs for any calendar year within the Term of this Lease, subsequent to the Base Year, over the amount of actual Operating Costs for the Base Year (hereinafter called "Base Operating Costs").

See First Amendment Section 4

3.4 Payment of Excess Operating Costs. Tenant shall be responsible for and shall pay Tenant's Proportionate Share of Excess Operating Costs for all calendar years during the term of this Lease.

See First Amendment Section 5

(a) As soon as reasonably possible prior to the beginning of each calendar year during the Term, Landlord may furnish Tenant with a statement of Landlord's estimate of Tenant's Proportionate Share of Excess Operating Costs for such calendar year. By the first day of each month thereafter during such calendar year, in addition to Base Rent due hereunder at such time, Tenant shall pay a monthly installment equal to 1/12th of Tenant's Proportionate Share of Excess Operating Costs as estimated and set forth in such statement, if any, for such calendar year. If Landlord fails to deliver such statement prior to January 1 of the applicable year, Tenant shall pay 1/12th of Tenant's Proportionate Share Excess Operating Costs for the prior year, if any, until such statement is received. If Landlord furnishes Tenant such a statement, to the extent the new estimate is greater to or less than the estimates paid to date for such calendar year, a lump sum payment or credit shall be made in the next monthly payment to adjust for such differential and thereafter Tenant shall pay 1/12th of Tenant's Proportionate Share of Excess Operating Costs as set forth in the new estimate.

(b) Within 90 days after the end of each calendar year during the Term, Landlord shall furnish to Tenant a statement of actual Operating Costs and Tenant's Proportionate Share of Excess Operating Costs for the previous calendar year (provided Landlord's right to collect Tenant's Proportionate Share of Excess Operating Costs shall not be affected if Landlord fails to deliver such statement within such 90 day period). A lump sum payment (which payment shall be considered a payment of rent for all purposes) will be made by Tenant, within 30 days of the delivery of that statement, equal to the excess, if any, of the actual amount of Tenant's Proportionate Share of Excess Operating Costs over all amounts paid by Tenant hereunder with respect to Tenant's Proportionate Share of Excess Operating Costs for the preceding calendar year. If the amount of Tenant's Proportionate Share of the Excess Operating Costs is less than the estimated amounts paid by Tenant hereunder with respect to Tenant's Proportionate Share of Excess Operating Costs for such calendar year, Landlord shall apply the difference (the "Excess Overage") to the next accruing installment of Rent due hereunder or, if necessary, subsequently accruing installments of Rent until the entire Excess Overage amount is credited; provided that if the term of this Lease has expired at the time Landlord's Statement is delivered, Landlord shall refund the amount of any Excess Overage within 30 days of the Issuance of Landlord's Statement. If actual Operating Costs for any calendar year are less than Base Year Operating Costs, then Tenant shall not be entitled to any portion of the differential.

(c) In the event Tenant's Proportionate Share of Excess Operating Costs for the final calendar year of the Term is not finally calculated until after the expiration of the Term, then Tenant's obligation to pay the same and Landlord's obligation to refund any Excess Overage shall survive the expiration or termination of this Lease. Accordingly, Landlord shall have the right to continue to hold without interest Tenant's Security Deposit, if any, following expiration of the Term until Tenant's Proportionate Share of Excess Operating Costs has been paid in full, unless an alternative security (letter of credit or otherwise) is furnished to the satisfaction of Landlord. Tenant's Proportionate Share of Excess Operating Costs for the calendar years in which the Term commences and ends, if any, shall be prorated on the basis of the number of days of the Term within each such calendar year.

3.5 Operating Costs Defined. Operating Costs shall mean all amounts paid or payable, whether by Landlord or by others on behalf of Landlord, arising out of the ownership, management, maintenance,

operation, repair, replacement and administration of the Building and the land upon which the Building is located and any parking areas and facilities associated with the Building, including, without limitation:

(a) the cost of all real estate, personal property and other ad valorem taxes, and any other levies, charges, impact fees and local improvement rates and assessments whatsoever assessed or charged against the Building, the land upon which the Building is located, the equipment and improvements contained therein or thereon, or on or in any part thereof, by any lawful taxing authority (collectively, "Taxes"), including all costs associated with the appeal of any assessment of Taxes;

(b) the cost of insurance obtained by Landlord, including, but not limited to, casualty insurance, liability insurance, rent interruption insurance, and any deductible amount applicable to any claim made by Landlord under any such insurance;

(c) the cost of security, landscaping, window cleaning, garbage removal, trash removal and all of the services provided to Tenant and other tenants of the Building by Landlord pursuant to Section 5 and the comparable provisions of other tenant leases (other than any services which are separately billed to Tenant or any other tenants);

(d) the cost of heating, ventilating and air conditioning of the (i) Common Areas of the Building ("Common Areas" being defined for purposes of this Lease as areas of the Building that provide service to Building tenants but that are not part of any tenant's leased premises, possibly including but not limited to lobbies, atria, security desks, conference rooms, vending areas, lounges, food service facilities, locker or shower facilities, mail rooms, courtyards, mechanical or equipment rooms, washrooms, public corridors, elevators and stairwells), and (ii) the Premises and other rentable space in the Building, if the Building is equipped with a central or any shared heating, ventilating and air-conditioning system;

(e) the cost of all gas, water, sewer, electricity and any other utilities used in the maintenance, operation, use and occupancy and administration of the Building (including all rentable space in the Building) and the Common Areas, excepting, however, any such utilities separately metered or separately sub-metered to Tenant or any other tenants of the Building unless the cost of which separately metered or separately sub-metered utilities is the responsibility of Landlord;

(f) salaries, wages and other amounts paid or payable for all personnel involved in the management, repair, maintenance, operation, leasing, security, supervision or cleaning of the Building, any Common Areas and the rentable space within the Building in accordance with Section 5 and the comparable provisions of other tenant leases, including fringe benefits, unemployment and workmen's compensation insurance premiums, pension plan contributions and other employment costs, as well as the cost of engaging independent contractors to perform any of the foregoing services;

(g) auditing, accounting and legal fees and costs;

(h) the cost of repairing, replacing, operating and maintaining the Building, the Common Areas of the Building and the Premises and other rentable space in the Building to the extent provided by Landlord in accordance with Section 5 and the comparable provisions of other tenant leases, and the equipment serving the Building, such common areas, and such rentable space;

(i) the cost of the rental of any equipment and signs (not including Tenant's signage);

(j) all management and administrative costs and fees;

(k) capital expenditures for improvements and/or equipment which are required by law and/or which are designed to result in a labor or cost savings, in which case the capital expenditures shall be amortized over the useful life of the improvements or equipment as determined by Landlord, not exceeding ten (10) years and shall be included on an annual basis in Operating Costs;

(l) costs incurred by Landlord to conduct any environmental tests required by municipal, county, state or federal law, including administrative agencies, or by Landlord;

(m) without duplication of any of the foregoing, if the Building is subject to the condominium form of ownership, all condominium assessments, fees and charges levied against or attributable to the condominium units in the Building; and

(n) all other expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in respect to or in connection with the operation and maintenance of the Building and which are usually considered "operating expenses" of a commercial office building in accordance with generally accepted accounting practices, consistently applied.

"Operating Costs" shall not include the cost of any work or service provided to any tenant of the Building that is in addition to that which Landlord is obligated or permitted to provide to Tenant under the provisions of this Lease or the comparable provisions of the other tenant leases of the Building. If the Building is not at least ninety percent (90%) occupied during any calendar year (including, but not limited to the "Base Year", as hereinafter defined), actual Operating Costs and "Excess Operating Costs" (as hereinafter defined) shall be determined as if the Building had been ninety percent (90%) occupied during each such calendar year.

Amendment Section 6



3.6 Security Deposit. Tenant has deposited with Landlord the sum of \$N/A as security for the full and faithful performance by Tenant of all of Tenant's obligations hereunder. No interest shall be paid upon the security deposit nor shall Landlord be required to maintain the deposit in a segregated account, unless required by applicable law in which event Landlord will comply with such legal requirement. The security deposit shall not be construed as prepaid rent. In the event that Tenant shall default in the full and faithful performance of any of the terms hereof, then Landlord may, without notice, either retain the security deposit as liquidated damages, or Landlord may retain the same and apply it toward any damages sustained by Landlord, including but not limited to actual, consequential or other damages sustained by the Landlord by reason of the default of Tenant, including but not limited to any past due rent. In the event of bankruptcy or other debtor-creditor proceedings, either voluntarily or involuntarily instituted by or against Tenant, the security deposit shall be deemed to be applied in the following order: to damages, obligations and other charges, including any damages sustained by Landlord, other than unpaid rent, due to Landlord for all periods prior to the filing of such proceedings; to accrued and unpaid rent prior to the filing of such proceeding; and thereafter to actual damages, obligations, other charges and damages sustained by Landlord and rent due the Landlord for all periods subsequent to such filing. In the event of a sale of the Premises or all or any portion of the Building, Landlord shall have the right to transfer the security deposit to the buyer, and Landlord shall thereupon be relieved of all obligations to return the security deposit to Tenant, and Tenant agrees to look solely to the buyer for the return of the security deposit. If Tenant fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to Tenant within thirty (30) days after expiration of this Lease, including any renewal thereof, subject to the provisions of Section 3.4(c) above.

#### SECTION 4. USE OF PREMISES

4.1 Prohibited Uses. (a) The Premises shall continuously and at all times during the Term be used and occupied by Tenant only as medical offices for "Physicians" (as defined in Section 4.2) to engage in the private practice of medicine and other related activities incidental thereto, and for no other purpose. In no event, however, shall the Premises or any part thereof be used for the following activities without the prior written consent of Landlord and Hospital Owner, which consent may be granted or denied in Landlord's and Hospital Owner's sole and absolute discretion: (i) as a "Hospital Facility" (as defined in Section 4.2), a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient surgery or surgical center, an oncology center, an emergency center, a birthing center or an inhalation, respiratory or physical therapy center; or (ii) for the provision of any "Ancillary Medical Care Service" (as defined in Section 4.2) or the operation of a facility in which any Ancillary Medical Care Service is provided; in each case except as expressly permitted below in Section 4.1(b) or in Section 4.3.

(b) Notwithstanding the foregoing, however, nothing in Section 4.1(a) shall prohibit or limit the provision or conduct of any Ancillary Medical Care Service by a Physician or other health care professional under the supervision of a Physician to such Physician's own patients in such Physician's own office, provided that (i) such Ancillary Medical Care Service (A) is the kind and type usually and customarily provided by a Physician to such Physician's patients in its own offices and (B) is ancillary and incidental to such Physician's primary medical practice and (ii) the patients for whom such Ancillary Medical Care Service is performed are not referred to such Physician primarily for the purpose of obtaining such Ancillary Medical Care Service (except to the extent that performance of such Ancillary Medical Care Service pursuant to referrals made primarily for such purpose are no more than an insignificant portion of such Physician's medical practice on the Premises); and provided further that, under no circumstances whatsoever may the Premises or any portion thereof be used to provide or operate any of the following services, procedures or facilities: (1) any surgical procedure other than those procedures customarily performed by a Physician in an office setting; (2) any service or procedure requiring the presence of an anesthesiologist or intravenous sedation; (3) magnetic resonance imaging ("MRI"); (4) computerized tomography ("CT"); (5) radiation therapy or (6) birthing center.

4.2 Definitions. In addition to any terms defined elsewhere in this Article IV, the following terms shall have the following meanings:

"Ancillary Medical Care Service or Facility" shall mean the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a Physician(s) or by other health care professionals either independently licensed or under the direct supervision of a Physician(s), including but not limited to the following procedures, services and facilities: (1) any form of testing for diagnostic or therapeutic purposes; (2) provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory); (3) diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, CT, ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and MRI); and (4) physical therapy services or respiratory therapy services.

"Hospital Owner" shall mean Sunrise Hospital and Medical Center, LLC, which is the owner of Sunrise Hospital and Medical Center (the "Hospital").

"Hospital Facility" shall mean a general acute care hospital, medical hospital, specialty hospital or other health care facility providing either inpatient or outpatient services or facilities, which services or facilities are substantially the same as the inpatient or outpatient services provided in a general acute care hospital, specialty hospital or medical hospital.

"Physicians" shall mean (A) physicians and (B) other health care practitioners, so long as such other health care practitioners would qualify for membership on the staff of the Hospital in accordance with the criteria established from time to time by the Hospital for non-physician health care practitioner-members

of its medical or allied healthcare staff, provided that the foregoing definition shall not operate to require such other health care practitioners to actually be or become members of the Hospital's staff.

4.3. Approved Services. Notwithstanding anything in this Section 4 to the contrary, Tenant may provide such Ancillary Medical Care and Services in the Premises to patients of Tenant (the "Approved Services") as are specifically identified on Exhibit C attached hereto and incorporated herein by reference; provided that Exhibit C shall be invalid if not signed by each of Hospital Owner, Landlord, and Tenant; and provided further that the provision of Approved Services shall be subject to the following limitations and restrictions: (a) the patients of Tenant to whom Approved Services are provided shall not be referred to Tenant or any Physician practicing in the Premises primarily for the purpose of obtaining such services or procedures (except to the extent that performance of such Approved Services pursuant to referrals made primarily for such purpose are no more than an insignificant portion of such Physician's medical practice on the Premises); and (b) the Approved Services are and at all times shall be incidental to and a necessary part of the examination or diagnosis rendered to Tenant's patients (i.e., no provision of services to third parties), and ancillary and incidental to Tenant's primary medical practice and shall not constitute Tenant's primary medical practice or specialty, or the predominant services rendered by Tenant to Tenant's patients. Without the prior written consent of Hospital Owner and Landlord, which consent may be withheld in their sole discretion, Tenant shall not modify or expand any of the Approved Services and Tenant shall not provide or operate, or allow to be provided or operated, any Ancillary Medical Care Service or Facility in the Premises other than the Approved Services specifically identified on Exhibit C hereto or permitted under Section 4.1(b) hereof.

4.4. Physician Qualifications. All Physicians who conduct a medical practice and related activities in the Premises must be and remain appropriately licensed and in good standing with the state licensing board and any applicable federal, state or local certification or licensing agency or office, without restriction, not subject to any sanction, exclusion order, or other disciplinary order with respect to his or her participation in any federal or state healthcare program.

4.5. Compliance with Legal Requirements. Tenant shall act in accordance with and not violate any restrictions or covenants of record affecting the Premises, the Building or the real property on which the Building is located. Tenant shall not use or occupy the Premises in violation of law or of the Certificate of Use or Occupancy issued for the Building of which the Premises are a part, and shall immediately discontinue any use of the Premises which is declared by either any governmental authority having jurisdiction or the Landlord to be a violation of any law, code, regulation or a violation of said Certificate of Use or Occupancy. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or with respect to the use or occupancy thereof.

4.6. Hazardous Acts; Waste; Nuisance. Tenant shall not do nor permit to be done anything which will invalidate or increase the cost of any casualty and extended coverage insurance policy covering the Building and/or property located therein, and shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this paragraph. Tenant shall not do nor permit anything to be done in, on or about the Premises which would in any way obstruct or interfere with the rights of other tenants or occupants of the Building, or use or allow the Premises to be used for any immoral, unlawful or objectionable purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Premises.

## SECTION 5. BUILDING SERVICES AND MAINTENANCE

5.1. Landlord's Services. Landlord will provide all of the following utilities and services:

(a) Electricity and water for the Premises, as reasonably necessary for the uses permitted under this Lease, except to the extent those utilities are separately metered or submetered to the Premises;

(b) If the Building is equipped with a central heating and air-conditioning system that serves the rentable areas of the Building, heat and air-conditioning as reasonably necessary for Tenant's comfortable use and occupancy of the Premises during normal business hours. The term "normal business hours" shall mean the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday, excluding legal holidays;

(c) Unless the Premises are equipped with a water heater, hot water at those points of supply provided for the general use of Tenant and other tenants of the Building;

(d) General janitorial and cleaning services for the Premises, five days per week, excluding holidays;

(e) General janitorial services in and about the Common Areas of the Building;

(f) Light bulb replacement in the Common Areas of the Building;

(g) Elevator service during normal business hours, if the Building is equipped with elevator(s);

(h) Exterior window cleaning, cleaning and snow and ice removal services for the parking areas and walk ways serving the Building, to the extent deemed necessary in Landlord's reasonable judgment; and

(i) Normal maintenance and servicing of lavatory facilities, toilets, sinks and faucets located within the Premises; provided that Landlord shall not be responsible for any repair, maintenance or servicing required on account of misuse of any of the foregoing or the disposal of foreign materials or substances not intended to be disposed in toilets or sinks, all of which shall be the sole responsibility of Tenant.

5.2. Utility Services: Damage to Tenant's Property. If Tenant requires or utilizes more water or electric power than is considered reasonable or normal by Landlord, Landlord may reasonably determine and require Tenant to pay as Additional Rent, the cost incurred as a result of such additional usage ("Surcharge"). Tenant agrees to pay at Landlord's request all separately metered or sub-metered utilities required and used by Tenant in the Premises. Landlord may require one or more separate meter(s) or separate sub-meter(s) to be installed or used for any of Tenant's utilities, including but not limited to water and electric power. Landlord reserves the privilege of stopping any or all utility services in case of accident or breakdown, or for the purpose of making alterations, repairs or improvements. Landlord shall not be liable for the failure to furnish or delay in furnishing any or all of such services when same is caused by or is the result of (a) strikes, labor disputes, labor, fuel or material scarcity, or governmental or other lawful regulations or requirements; (b) the failure of any corporation, firm or person with whom the Landlord may contract for any such service, or for any service incident thereto, to furnish any such service; (c) the making of any alterations, repairs or improvements as described in the preceding sentence; (d) any other cause other than the gross negligence of the Landlord; and the failure to furnish any of such services in such event shall not be deemed or construed as an eviction or relieve Tenant from the performance of any of the obligations imposed upon Tenant by this Lease, including its obligation to pay Rent. Landlord shall not be responsible for the failure of any equipment or machinery to function properly on account of any such interruption of such services. Tenant shall be solely responsible for and shall promptly pay all charges for telephone and other communication services.

5.3. Medical and Hazardous Waste. (a) Tenant, at Tenant's sole cost and expense, shall be responsible for medical, special and infectious waste removal for the Premises and the maintenance and storage thereof pending removal, all in accordance with all applicable laws, regulations and orders. Tenant shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, or any medical, special or infectious wastes, on or about the Premises or the Building. "Hazardous substances" as such term is used in this Agreement means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act. Tenant shall comply with all rules and policies set by Landlord, and with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of hazardous substances, wastes or materials and medical, special or infectious wastes. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this Section 5.3, which terms shall survive the expiration or earlier termination of this Lease.

(b) Tenant shall not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises and shall keep all refuse in proper containers until disposal of such refuse. Tenant shall not permit the mixing or disposal of any hazardous substances, wastes or materials or any medical, special or infectious waste with the general office refuse and Landlord shall have no duty or obligation to remove any hazardous substances, wastes or materials or any medical, special or infectious waste from the Premises (except as provided by separate contract as set forth above in Section 5.3(a)).

5.4. Landlord's Repairs. Except as provided in subparagraph 5.5(b), Landlord shall maintain in good repair the Building, the Common Areas and facilities of the Building used by Tenant, the mechanical, plumbing and electrical systems of the Premises, the walls, floors, doors, windows and all structural elements of the Premises (excepting painting and repair or replacement of floor or wall coverings). Except as otherwise specifically provided in Section 5, Landlord shall have no duty to maintain, repair, clean or service the Premises and Landlord shall not be liable for any actual, consequential or other damages, costs, liabilities or expenses with regard to maintenance, repair, cleaning or service in, about, on or of the Premises.

5.5. Tenant's Repairs. (a) Tenant shall maintain the Premises in good repair and condition and shall make all repairs and replacements and perform all maintenance necessary to keep the Premises in such condition, except to the extent such maintenance, repairs and replacements are to be provided by Landlord pursuant to this Section 5.

(b) In addition, Tenant shall promptly repair, in a good and workmanlike manner, any damage to the Premises or other part of the Building caused by any breach of this agreement to maintain the Premises, any misuse of the Premises or any part thereof, or any willful or negligent act or omission of Tenant, or of any employee, agent or invitee of Tenant. If Tenant fails to do so, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs, plus, if Tenant does not pay such cost within thirty (30) days of the date the repairs were made, interest at the Interest Rate (as defined in paragraph 20.9).

(c) (i) If Tenant uses or operates any "External Equipment" (as hereinafter defined), Tenant, at its sole cost and expense, shall be responsible for all such External Equipment in all respects and for all utility services used and consumed in the operation of such External Equipment. Tenant shall maintain the External Equipment in good, safe repair and condition and shall make all repairs and replacements necessary to keep the same in such condition. In particular, without limiting the generality of Tenant's maintenance obligations as set forth in the preceding sentence, Tenant shall be solely responsible for satisfying any requirements for governmental licenses or permits required for any External Equipment. Such requirements may include, but may not be limited to, standards for accreditation set by the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") and local or state healthcare agency requirements. Further, Tenant shall, at its sole cost and expense, promptly repair, in a good and workmanlike manner, to Landlord's reasonable satisfaction, any damage to the Premises or the Building caused in connection with or related to the External Equipment. If Tenant fails to do so within thirty (30) days after Landlord gives notice, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs. Any payment or reimbursement due Landlord under this Section 5.5(c) shall, at Landlord's option, accrue interest at the Interest Rate (as hereinafter defined) from the date ten (10) days after such payment is due any payable until such time as paid.

(ii) If any External Equipment or any service provided to the Premises by External Equipment is shared by or is also provided by the External Equipment for the benefit of any other tenants of the Building, Tenant shall not permanently shut down or remove any such shared External Equipment without providing at least ninety (90) days prior written notice to Landlord.

(iii) As used herein, "External Equipment" shall include, but shall not be limited to, auxiliary or emergency power generating equipment and systems and oxygen and medical gas systems and all related cabling, wiring and piping as well as other facilities or equipment that are not normally or customarily used by a typical tenant of a standard medical office building, which (a) are located in, on or adjacent to the Building or on the land on which the Building is located or are used in connection with the Building or the Premises, and (b) are dedicated to the exclusive use of Tenant or of one or more portions of the Premises, except to the extent such External Equipment is shared with one or more other tenants of the Building. Landlord reserves the right to designate certain equipment as External Equipment in its reasonable discretion from time to time.

(iv) Tenant acknowledges and agrees that any External Equipment it uses shall be installed, used and maintained solely for Tenant's benefit (except to the extent such External Equipment is shared by any other tenants of the Building) and, notwithstanding anything in this Lease seemingly to the contrary, Landlord shall not be liable for any claims, actions, proceedings, costs, expenses, actual, consequential or other damages or other liabilities arising in any way from any External Equipment, including but not limited to the use, misuse, breakdown or interruption of service of same.

## SECTION 6. ALTERATIONS

Tenant may not make any changes, alterations, improvements or additions to the Premises or attach or affix any articles thereto without Landlord's prior written consent, which consent Landlord shall not unreasonably withhold. All alterations, additions, or improvements which may be made upon the Premises by Landlord or Tenant (except unattached trade fixtures and office furniture and equipment owned by Tenant) shall not be removed by Tenant, but shall become and remain the property of Landlord. All alterations, improvements, and additions to the Premises (as permitted by Landlord) shall be done only by Landlord or contractors or mechanics approved by Landlord, and shall be at Tenant's sole expense and at such times and in such manner as Landlord may approve. If Tenant shall make any alterations, improvements or additions to the Premises, Landlord may require Tenant, at the expiration of this Lease, to restore the Premises to substantially the same condition as existed at the commencement of the Term. Any mechanic's or materialmen's lien for which Landlord has received a notice of intent to file or which has been filed against the Premises or the Building arising out of work done for, or materials furnished to or on behalf of Tenant, its contractors or subcontractors shall be discharged, bonded over, or otherwise satisfied by Tenant within ten (10) days following the earlier of the date Landlord receives (a) notice of intent to file a lien or (b) notice that the lien has been filed. If Tenant fails to discharge, bond over, or otherwise satisfy any such lien, Landlord may do so at Tenant's expense, and the amount expended by Landlord, including reasonable attorneys' fees, shall be paid by Tenant within ten (10) days following Tenant's receipt of a bill from Landlord.

## SECTION 7. DAMAGE TO PROPERTY - INJURY TO PERSONS; INSURANCE; INDEMNIFICATION

7.1 Tenant's Indemnity. <sup>see first Amendment Section 7</sup> Tenant shall and hereby does indemnify and hold Landlord harmless from and against any and all claims arising from: (a) Tenant's use or occupancy of the Premises or the conduct of Tenant's business or profession; or (b) any willful or negligent acts or omissions of Tenant, or of Tenant's agents, employees, contractors or invitees. Tenant shall and hereby does further indemnify, defend and hold Landlord harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord, shall defend same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's negligence or intentional misconduct, and Tenant hereby waives all claims in respect thereof against Landlord.

7.2 Landlord's Indemnity. Landlord shall and hereby does indemnify and hold Tenant harmless from and against any and all claims arising from: any accident or occurrence occurring within the Building (except the Premises) or the Common Areas and facilities, arising out the negligence or willful misconduct of

Landlord, or of Landlord's agents, employees, contractors or invitees. Landlord shall and hereby does further indemnify, defend and hold Tenant harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any such claim, action or proceeding is brought against Tenant, Landlord, upon notice from Tenant, shall defend same at Landlord's expense by counsel reasonably satisfactory to Tenant.

7.3 Insurance. Tenant shall, throughout the Term at its sole cost and expense, provide and keep in force, with responsible insurance companies reasonably acceptable to Landlord, insurance in respect to this Lease and the Premises in the following amounts for any one accident or occurrence: (a) comprehensive general public liability insurance with limits for property damage claims of not less than \$100,000 and limits for personal injury or death not less than \$1,000,000 per person and \$1,000,000 per occurrence; and (b) casualty insurance insuring Tenant against loss or damage to its equipment and other personal property in the Premises by fire and all other casualties usually covered under an "all risk" policy of casualty insurance. The policies described herein shall name both Tenant and Landlord as insureds. Tenant shall furnish the Landlord with proof of all such insurance at least annually and upon demand of the Landlord.

7.4 Waiver of Liability. Neither Landlord nor its agents shall be liable for any damage to property entrusted to employees of the Building, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface, or from any other place or resulting from dampness or any other cause whatsoever, unless directly and entirely caused by and due to the gross negligence of Landlord. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment. Tenant hereby acknowledges that Landlord shall not be liable for any interruption to Tenant's business for any cause whatsoever, and that Tenant shall obtain Business Interruption Insurance coverage should Tenant desire to provide coverage for such risk.

7.5 Limitation of Liability. Notwithstanding any provision hereof seemingly to the contrary, in no event shall Landlord's total liability under this Lease exceed Landlord's interest in the Building. Tenant shall look solely to Landlord's interest in the Building for the satisfaction of any judgment or decree requiring the payment of money by Landlord and no other property or asset of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree.

#### **SECTION 8. DAMAGE OR DESTRUCTION**

If the Premises are damaged by fire or other casualty (collectively "Casualty"), the damage shall be repaired by and at the expense of Landlord, provided such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such Casualty without the payment of overtime or other premiums. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days, Landlord may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect. Landlord's election to make such repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage. If Landlord does not so elect to make such repairs which cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this Lease as of the date of the Casualty. In the event Landlord makes such repairs, then until such repairs are completed, the Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of Tenant's practice of medicine. However, there shall be no abatement of Rent if the Casualty is due to the negligent acts or omissions of Tenant or Tenant's employees or contractors. A total destruction of the Building in which the Premises are located shall automatically terminate this Lease.

#### **SECTION 9. EMINENT DOMAIN**

If the Building, the Premises or a material part of either shall be taken by any authorized entity by eminent domain or by negotiated purchase under threat thereof, so that the Premises shall become totally untenantable, this Lease shall terminate as of the earlier of the date when title or possession thereof is acquired or taken by the condemning authority and all rights of Tenant in this Lease shall immediately cease and terminate. If a part of the Building or a portion of the Premises shall be taken such that the Premises becomes only partially untenantable, Base Rent shall be proportionately abated. All compensation awarded for any taking (or the proceeds of negotiated sale under threat thereof) whether for the whole or a part of the Building or the Premises, shall be the property of Landlord, whether such proceeds or award is compensation for loss or damage to Landlord's or Tenant's property or their respective interests in the Premises, the Tenant hereby assigns all of its interest in any such award to Landlord. However, nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any separate award expressly made to Tenant for: (a) the taking of personal property and fixtures belonging to Tenant; (b) the interruption of or damage to Tenant's business or profession; (c) the cost of relocation expenses incurred by Tenant; and (d) Tenant's unamortized cost of leasehold improvements; provided that the making of any such award to Tenant shall not reduce or diminish Landlord's award relating to such condemnation. Landlord may without any obligation or liability to Tenant stipulate with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall then be deemed the date agreed to under the terms of said agreement or stipulation.

#### **SECTION 10. ASSIGNMENT AND SUBLETTING BY TENANT**

Tenant shall not, either voluntarily or by operation of law, directly or indirectly, sell, assign or transfer this Lease, in whole or in part, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by any person, corporation, partnership, or other entity except Tenant or Tenant's

employees, without the prior written consent of Landlord in each instance. A transfer of stock control in Tenant, if Tenant is a corporation, or the transfer of a greater than forty-nine percent (49%) beneficial ownership interest in Tenant, if Tenant is a partnership or other entity, shall be deemed an act of assignment hereunder. In addition, any such subletting or assignment transaction shall be in all respects in compliance with the applicable provisions of the Medicare Anti Kick-Back Law, 42 USC 1320a-7(b)(1) and (2) and the Stark Self-Referral Prohibition Act, 42 USC 1395nn et. seq., as the same may be modified, supplemented or replaced from time to time, and all regulations promulgated thereunder from time to time. Any sale, assignment, mortgage, transfer or subletting of this Lease or the Premises which is not in compliance with the provisions of this Section 10 shall be void. The consent by Landlord to any assignment or subletting shall not be construed as relieving Tenant from obtaining the express prior written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued. Should Landlord permit any assignment or subletting by Tenant and should the moneys received as a result of such assignment or subletting (when compared to the moneys still payable by Tenant to Landlord) be greater than would have been received hereunder had not Landlord permitted such assignment or subletting, then the excess shall be payable by Tenant to Landlord, it being the parties' intention that Landlord, and not Tenant, shall be the party to receive any profit from any assignment or subletting. In the event of any assignment or subletting approved by Landlord, the assignee or sublessee shall assume all of Tenant's obligations under this Lease and shall be bound to comply with all the terms and provisions of this Lease and Tenant and such assignee or sublessee shall be jointly and severally liable for the performance of Tenant's covenants under this Lease.

#### SECTION 11. ACCEPTANCE OF PREMISES

If Landlord is unable to deliver possession of the Premises to Tenant by the Commencement Date due to the occurrence or nonoccurrence of one or more factors or events under Landlord's control, Rent shall abate proportionally to the date on which Landlord notifies Tenant that the Premises are available for occupancy, and the expiration date of this Lease shall be extended correspondingly. Rent shall not abate for delays beyond Landlord's control. If Landlord is unable to deliver the Premises by the Commencement Date, Tenant shall take possession of the Premises within ten (10) days after receipt of written notice from Landlord that the Premises are available for occupancy. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises in its "as-is" condition and acknowledged that the Premises are in satisfactory condition and repair. Landlord shall not be responsible or liable to Tenant for any actual, consequential or other damages or costs, including but not limited to lost profits, storage costs, moving expenses or any other costs and expenses incurred or suffered by Tenant by reason of Landlord being unable to deliver possession of the Premises to Tenant by the Commencement Date. Landlord will not perform any work with regard to the Premises in preparation for Tenant's occupancy of the Premises, except as follows: SEE FIRST AMENDMENT TO BASE YEAR MEDICAL OFFICE BUILDING LEASE.

#### SECTION 12. DEFAULTS

12.1. Events of Default. The occurrence of any of the following shall constitute a material default and breach of the Lease:

- (a) The vacating or abandonment of the Premises by Tenant.
- (b) A failure by Tenant to pay Rent or to make any other payment required to be made by Tenant hereunder within ten (10) days after same is due and payable.
- (c) A failure to maintain the insurance required pursuant to Section 7 of this Lease.
- (d) A violation of the terms of Section 4 or Section 10 of this Lease.
- (e) A failure to provide any declaration, document or instrument required pursuant to Section 18 of this Lease within the time period set forth in such Section.
- (f) A failure by Tenant to observe and perform any other obligation under this Lease to be observed or performed by Tenant, other than payment of any Rent, within thirty (30) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to perform such obligation; provided, however, that if the nature of Tenant's obligation is such that more than 30 days are required for its performance, then Tenant shall not be deemed to be in default if it shall commence such performance within such 30-day period and thereafter diligently prosecute the same to completion by not later than 90 days after Tenant receives Landlord's written notice.
- (g) The making by Tenant or any guarantor of this Lease of any general assignment for the benefit of creditors; the filing by or against Tenant or such guarantor of a petition to have Tenant or such guarantor adjudged a bankrupt or the filing 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 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 Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. See First Amendment 3.11

12.2. Landlord's Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than

thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

See First Amendment Section 14

### SECTION 13. REMEDIES

13.1 Remedies. In the event an event of default occurs on the part of Tenant as set forth in Section 12, Landlord may exercise one or more of the following described remedies. In addition to all other rights and remedies available at law or in equity, whether or not stated in this Lease:

(a) Upon the occurrence of an event of default on Tenant's part as set forth in Section 12, Landlord may continue this Lease in full force and effect and shall have the right to collect Rent when due, and Landlord may re-enter the Premises with or without legal process and relet them, or any part of them, to third parties for Tenant's account, and Tenant hereby expressly waives any and all claims for damages by reason of such re-entry, as well as any and all claims for damages by reason of any distress warrants or proceedings by way of sequestration which Landlord may employ to recover said rents. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, attorneys' fees and costs and like costs. Reletting can be for a period shorter or longer than the remaining Term of this Lease, and in no event shall Landlord be under any obligation to relet the Premises. On the dates such rent is due, Tenant shall pay to Landlord a sum equal to the Rent due under this Lease, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate the Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate the Lease.

(b) At any time after the occurrence of an event of default by Tenant as described in Section 12, Landlord may terminate this Lease. Upon termination, Landlord shall have the right to collect an amount equal to: all expenses incurred by Landlord in recovering possession of the Premises, including but not limited to reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new tenant; all past due Rent which is unpaid, plus interest thereon at the Interest Rate (as defined in Section 20.9); and the amount of Rent that would have been due for the remainder of the Term if the Lease had continued until the expiration of the Term.

(c) In the event Landlord engages one or more attorneys to collect amounts owed by Tenant, any and all attorneys' fees, legal costs and other expenses incurred shall be charged to Tenant's account and added to the amounts Tenant owes Landlord.

13.2 Additional Remedies. Should any of these remedies, or any portion thereof, not be permitted by the laws of the state in which the Building is located, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect. Landlord may avail itself of these as well as any other remedies or damages allowed by law, including but not limited to a statutory landlord's lien on personal property in the Premises, where applicable and available. All rights, options and remedies of Landlord provided herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another.

### SECTION 14. RULES AND REGULATIONS

Tenant shall observe faithfully and comply strictly with the Rules and Regulations set forth on Exhibit D attached to this Lease and made a part hereof, and such other rules and regulations as Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the Building or the preservation of good order therein. Landlord shall not be liable to Tenant for violation of any such Rules and Regulations, or for the breach of any covenant or condition in any lease by any other tenant in the Building. By the signing of this Lease, Tenant acknowledges that Tenant has read and has agreed to comply with such Rules and Regulations.

### SECTION 15. RIGHT OF ACCESS

Upon reasonable notice to Tenant, Landlord and its agents shall have free access to the Premises during all reasonable hours for the purpose of inspection, to make reasonable repairs as required hereunder (provided, however, Landlord shall have no obligation as a result of such examination to make any repairs other than expressly set forth herein), and to exhibit the same to prospective purchasers, lenders or tenants. Landlord and its agents shall have access to the Premises at any time without prior notice in the event of an emergency.

See First Amendment Section 14

### SECTION 16. END OF TERM

16.1 Surrender of Premises. At the termination or expiration of the Term of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as at the Commencement Date, reasonable wear and tear excepted, and will leave the Premises broom-clean. If not then in default, Tenant shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Tenant, provided that Tenant promptly repairs any damage to the Premises caused by such removal.

16.2 Holdover. In the event Tenant holds over after the expiration of this Lease, such holding over shall thereafter constitute a tenancy at will terminable at any time by Landlord or Tenant giving written notice to the other. Such holding over shall be on all of the same terms and conditions as this Lease (other than the duration of the term and the amount of Rent) and Tenant shall pay Landlord Rent for the period of



It shall hold over at the times for payment specified herein, which Rent shall be 150% of the amount in effect immediately prior to the expiration of this Lease.

#### SECTION 17. ASSIGNMENT OR OTHER TRANSFER OF LANDLORD'S INTEREST

Landlord may freely assign, sell or otherwise transfer the Premises or this Lease, or Landlord's Interest hereunder, without Tenant's consent. In the event of any transfer or transfers of Landlord's Interest in the Premises or in the real property of which the Premises are a part, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

#### SECTION 18. ESTOPPEL CERTIFICATE, ATTORNMENT, AND NON-DISTURBANCE

See First Amendment Section

18.1 Estoppel Certificate. Within ten (10) days following receipt of Landlord's written request, Tenant shall deliver, executed in recordable form, a declaration to any person designated by Landlord: (a) ratifying this Lease; (b) stating the commencement and termination dates of the Lease; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any); (iii) that no defenses, credits or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed); (iv) the sum of advance Rent, if any, paid by Tenant; (v) the date to which Rent has been paid; (vi) the amount of security deposited with Landlord; and (vii) such other information as Landlord reasonably requires. Persons receiving such statements of Tenant shall be entitled to rely upon them.

18.2 Sale of Landlord's Interest. In the event of the sale or assignment of Landlord's Interest in the Premises or the Building or if the holder of any existing or future mortgage, deed to secure debt, deed of trust, or the lessor under any existing or future underlying lease pursuant to which Landlord is the lessee, shall hereafter succeed to the rights of Landlord under this Lease, then at the option of such successor, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. If any such successor requests such attornment, this Lease shall continue in full force and effect as a direct lease between such successor, as Landlord, and Tenant, subject to all of the terms, covenants and conditions of this Lease, regardless of whether Tenant executes and delivers the instrument requested by such successor landlord.

See First Amendment Section

18.3 Subordination. This Lease shall be subject to and subordinate and inferior at all times to the lien of any mortgage, to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the Building is located, and to any existing or future lease by which Landlord leases the Building and/or the ground upon which the Building is located (in which latter instance this Lease is a sublease), and to all renewals, modifications, replacements, consolidations and extensions of any of the foregoing. Tenant shall execute and deliver all documents requested by any mortgagee, security holder or lessor to effect such subordination. If Tenant fails to execute and deliver any such document requested by a mortgagee, security holder or lessor to effect such subordination, Landlord is hereby authorized to execute such documents and take such other reasonable steps as are necessary to effect such subordination on behalf of Tenant as Tenant's duly authorized irrevocable agent and attorney-in-fact, it being agreed that such power is one coupled with an interest. Tenant's failure to execute and deliver such documents or instruments provided for in this Section 18 within fourteen (14) days after the receipt by Tenant of a written request shall constitute a default under this Lease.

#### SECTION 19. NOTICES

(a) Any notice required or permitted to be given hereunder shall be in writing and may be given by: (i) hand delivery and shall be deemed given on the date of delivery; (ii) registered or certified mail and shall be deemed given the third day following the date of mailing; or (iii) overnight delivery and shall be deemed given the following day.

(b) All notices to Tenant shall be addressed to Tenant at the Building of which the Premises are a part and to Landlord as follows (or to any other address that Landlord shall designate in writing):

3000 Meridian Boulevard, Suite 200  
Franklin, TN 37087  
Attention: Asset Manager

And to the property manager at:

CBRE, Inc.  
3201 South Maryland Parkway, Suite 406  
Las Vegas, NV 89109  
Attention: Property Manager

See First Amendment Section

#### SECTION 20. MISCELLANEOUS

20.1 Attorneys' Fees. In the event that suit is brought or an attorney is engaged by either party against the other for a breach or default under the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, which sum shall be fixed by the court.



20.2 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease.

20.3 Headings; Certain Definitions. The Section and paragraph captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof. The word "Term" as used herein, shall be deemed to include, where applicable, any extended or renewal term. The word "Landlord" means the owner of the Building from time to time, and in the event of any sale, conveyance or lease of the Building, the Landlord shall be released from all covenants and conditions as Landlord hereunder and without further agreement between the parties, the purchaser, lessee or other transferee of the Building shall be deemed to have assumed all covenants and conditions of Landlord hereunder. No consent of Tenant shall be required in the event of any such sale, conveyance or lease of the Building which is made subject to this Lease, or to any sale or conveyance of the Building pursuant to which Landlord leases the Building back from such purchaser or other transferee, in which case this Lease shall remain in full force and effect as a sublease between Landlord, as sublessor and Tenant, as sublessee.

20.4 Incorporation of Prior Agreements; Amendments. This Lease, the Exhibits and Amendments attached hereto and incorporated herein contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

20.5 Waiver of Subrogation. Landlord and Tenant hereby mutually waive any and all rights of recovery against one another based upon the negligence of either Landlord or Tenant or their agents or employees for real or personal property loss or damage occurring to the Premises or to the Building or any part thereof or any personal property located therein from perils which are able to be insured against in standard fire and extended coverage, vandalism and malicious mischief and sprinkler leakage insurance contracts (commonly referred to as "All Risk"), whether or not such insurance is actually carried. If either party's insurance policies do not permit this waiver of subrogation, then such party will obtain such a waiver from its insurer at its sole expense.

20.6 Waiver. No waiver by Landlord or Tenant of any breach or default of any term, agreement, covenant or condition of this Lease shall be deemed to be a waiver of any other term, agreement, covenant or condition hereof or of any subsequent breach by Landlord or Tenant of the same or any other term, agreement, covenant or condition. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. The subsequent acceptance of Rent shall not be deemed a waiver of any preceding breach by Tenant of any agreement, covenant or obligation of Tenant or any other term or condition of this Lease. No delay in billing or any failure to bill Tenant for any Rent, nor any inaccurate billing of Rent shall constitute a waiver by Landlord of its right to collect and to enforce Tenant's obligation to pay the full amount of Rent due and payable under this Lease, as the same may be adjusted or increased from time to time.

20.7 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of an amount less than is due hereunder shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due by Tenant nor shall any endorsement or statement on any check or payment (or in any letter accompanying any check or payment) be deemed an accord and satisfaction (or payment in full), and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such amount or pursue any other remedy provided herein.

20.8 Quiet Enjoyment. Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises throughout the Term, subject to the terms, conditions and limitations set forth in this Lease.

20.9 Late Charge. If any monthly installment of Base Rent or Tenant's Proportionate Share of Excess Operating Costs or any payment of Additional Rent is not paid within ten (10) days after such installment or payment is due and payable (the "Late Payment Date"), Tenant shall, upon demand, pay Landlord a late charge of 5% of the amount of such installment or payment. In addition, if any such past due installment of Base Rent or Tenant's Proportionate Share of Excess Operating Costs or payment of Additional Rent is not paid within the 30 day period following the Late Payment Date or within any subsequent 30 day period, such past due installment or payment shall, at Landlord's discretion, be subject to an additional late charge in the same amount for each such 30 day period until paid. Such late charge is to defray the administrative costs and inconvenience and other expenses which Landlord will incur on account of such delinquency. Any amounts payable to Landlord under this Lease, if not paid in full on or before the due date thereof, shall, at Landlord's discretion, bear interest on the unpaid balance at the rate of interest (the "Interest Rate") equal to the prime rate of interest as published by The Wall Street Journal from time to time, plus 4% per annum, with each change in such prime rate being effective on the date such change is published.

20.10 Binding Effect. This Lease shall be binding upon, and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. However, nothing in this Section shall be deemed to amend the provisions of Section 10 on Assignment and Subletting.

20.11. Radon Gas. (Applicable in Florida only) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the local county public health unit.

20.12. Governing Law. This Lease shall be governed by the laws of the state where the Building is located.

20.13. Regulatory Matters.

(a) Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.

(b) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of 90 days to modify the terms of this Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Agreement by giving written notice to the other party.

20.14 Submission of Lease. Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.

20.15 Force Majeure. In the event Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder other than the payment of money by reason of strikes, lockouts, labor disputes, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of another party, war, or other reason beyond such party's control, then performance of such act shall be excused for the period of the delay, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay.

20.16 Landlord's Right to Relocate Premises. Landlord shall have the right at any time to require Tenant to surrender the Premises and accept substitute premises (the "New Premises") in (i) the Building, or (ii) another building on the same hospital campus as the Building (a building described in the foregoing subsection (ii) a "New Building"); provided the following conditions are met: (a) the New Premises shall be comparable in size, configuration and utility to the Premises and shall be reasonably acceptable to Tenant; (b) Landlord will, at Landlord's sole cost and expense, prepare the New Premises to as nearly the same condition as the Premises as is practical under the circumstances, exclusive of Tenant's equipment, External Equipment, trade fixtures, furnishings and personal property; (c) Landlord will pay all reasonable costs (the amount of which shall be agreed upon in advance by Landlord and Tenant) that Tenant incurs in effecting such relocation, including, without limitation, costs of licenses, permits, utility deposits, moving costs, installation of telecommunication and computer lines, and printing costs for new stationary, to the end that Tenant may move into the New Premises without incurring additional costs on account thereof; and (d) Landlord will give Tenant not less than ninety (90) days notice of Landlord's intention to exercise its right under this provision. The physical move to the New Premises shall take place during non-business hours, if reasonably possible, or during such other period as shall be mutually agreed upon by Landlord and Tenant. Rent shall abate for any period during which Tenant's offices must be closed to the public as a result of the relocation. If the New Premises are smaller or larger than the Premises, Rent for the New Premises shall, from the first day Tenant is open for business in the New Premises, be based on the rentable square feet of floor space contained in the New Premises and, if applicable, the New Building. All other charges and amounts payable by Tenant under the Lease based on size of the Premises shall likewise be based on such revised rentable square foot figure. The parties shall execute an amendment to this Lease describing the relocation of Tenant to the New Premises, a description of the New Premises, and the modifications in Rent, if any, and other changes within thirty (30) days after the date of Tenant's relocation to the New Premises. The New Premises shall become the Premises under this Lease and, in the event the Premises are relocated to a New Building, the New Building shall become the Building under this Lease. Tenant agrees to cooperate in good faith with Landlord in accepting New Premises.

**SECTION 21. EXHIBITS**

The following Amendments, Exhibits or other materials are attached to this Lease and made a part hereof: Exhibit A, Legal Description; Exhibit B, Floor Plan; Exhibit C, Approved Services; Exhibit D, Rules and Regulations; Exhibit E, Guaranty; and First Amendment to Base Year Medical Office Building Lease of even date herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Lease the day and year first above written.

WITNESS  
As to Tenant:

TENANT:

\_\_\_\_\_  
(Witness Signature)  
\_\_\_\_\_  
(Witness Printed Name)  
\_\_\_\_\_  
(Witness Signature)  
\_\_\_\_\_  
(Witness Printed Name)

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA LAS VEGAS SCHOOL OF MEDICINE, a Nevada constitutional entity of the State of Nevada  
(Name)

RECOMMENDED:  
By: Barbara Aikman  
(Signature)

Name: Barbara Aikman  
Title: Dean  
University of Nevada, Las Vegas Medical School  
Date: \_\_\_\_\_

By: [Signature]  
(Signature)

Name: Maria Medina  
Title: President  
University of Nevada, Las Vegas  
Date: 5/17/19

APPROVED:  
By: [Signature]  
(Signature)

Name: Thom Reilly  
Title: Chancellor  
Nevada System of Higher Education  
Date: 5-20-19

APPROVED AS TO LEGAL FORM:  
By: [Signature]  
(Signature)

Name: Eida Sidhu  
Title: General Counsel  
University of Nevada, Las Vegas  
Date: \_\_\_\_\_

WITNESS  
As to Landlord:

LANDLORD:

\_\_\_\_\_  
(Witness Signature)  
\_\_\_\_\_  
(Witness Printed Name)  
\_\_\_\_\_  
(Witness Signature)  
\_\_\_\_\_  
(Witness Printed Name)

MOB 46 OF NEVADA, LLC, a Delaware limited liability company  
(Name)

By: [Signature]  
(Signature)

Name: Christian E. Weber  
Title: Vi @ President

Date: 6/17/19



EXHIBIT A TO MEDICAL OFFICE BUILDING LEASE  
LEGAL DESCRIPTION

Situate in the County of Clark, State of Nevada, described as follows:

PARCEL A

A portion of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW 1/4) of Section 11, Township 21 South, Range 61 East, M.D.M., more particularly described as follows:

COMMENCING at the Southwest corner of said Section 11; THENCE North 00°04'47" West line of said Southwest Quarter (SW 1/4) a distance of 713.68 feet; THENCE West line South 89°56'32" East a distance of 209.05 feet to the POINT OF BEGINNING 00°03'28" East a distance of 146.85 feet to a point; THENCE South 89°56'32" East, 171.85 feet to a point; THENCE South 00°03'28" West a distance of 146.85 feet to North 89°56'32" West a distance of 171.85 feet to the POINT OF BEGINNING.

PARCEL B:

An easement for ingress and egress and for the parking of automobiles over a portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 11, Township 21 South, Range 61 East, M.D.M., County of Clark and State of Nevada, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 11; THENCE North 00°04'47" East, along the East line of said Southwest Quarter (SW 1/4) a distance of 429.49 feet; THENCE departing said West line North 69°38'04" East a distance of 50.00 feet to the TRUE POINT OF BEGINNING, also being the East right of way line of Maryland Parkway; THENCE continuing North 89°38'04" East a distance of 350.00 feet; THENCE North 00°04'47" East a distance of 233.70 feet; THENCE North 89°38'04" East a distance of 460.12 feet; THENCE North 00°18'48" West a distance of 662.09 feet; THENCE South 89°38'04" West a distance of 145.56 feet;

THENCE North 00°04'47" East a distance of 650.71 feet to a point on a non-tangent curve having a radial bearing of South 19°10'08" East, also being the right of way line of Casa Vegas Street; THENCE 130.78 feet Northwest along said curve, concave Northeastly having a central angle of 164°48'52" with a radius of 45.50 feet to a point of reverse curve; THENCE 24.19 feet Northeastly along a curve, concave Northwestly having a central angle of 55°25'57" with a radius of 25.00 feet; THENCE North 00°04'47" East a distance of 147.75 feet; THENCE North 89°54'26" West a distance of 330.00 feet; THENCE South 00°04'47" West a distance of 34.50 feet; THENCE North 89°54'26" West a distance of 300.00 feet to the East right of way line of Maryland Parkway; The following calls being along said right of way line; THENCE South 00°04'47" West a distance of 224.00 feet; THENCE South 89°54'26" East a distance of 10.00 feet; THENCE South 00°04'47" West a distance of 175.00 feet; THENCE South 06°25'12" West a distance of 90.55 feet; THENCE South 00°04'47" West a distance of 1277.06 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIPTIONS:

A portion of the Southwest Quarter (SW 1/4) of Section 11, Township 21 South, Range 61 East, M.D.M, Clark County, Nevada, more particularly described as follows: COMMENCING at the Southwest corner of said Section 11; THENCE North 00°04'47" East, along the West line of said Southwest Quarter (SW 1/4) a distance of 1971.93 feet; THENCE departing said West line South 89°55'13" East a distance of 50.00 feet to the East edge of right of way of Maryland Parkway; THENCE South 89°54'26" East a distance of 507.26 feet to a point; THENCE North 00°03'28" East a distance of 51.93 feet to the POINT OF BEGINNING; THENCE North 89°56'32" West a distance of 188.01 feet to a point; THENCE North 00°03'28" East a distance of 38.60 feet to a point; THENCE North 89°56'32" West a distance of 68.0 feet to a point; THENCE South 00°03'28" West a distance of 37.0 feet to a point; THENCE North 89°56'32" West a distance of 67.0 feet to a point; THENCE North 00°03'28" East a distance of 118.60 feet to a point; THENCE South 89°56'32" East a distance of 67.00 feet to a point; THENCE South 00°03'28" West a distance of 23.0 feet to a point; THENCE South 89°56'32" East a distance of 23.80 feet to a point; THENCE North 00°03'28" East a distance of 5.3 feet; THENCE South 89°56'32" East a distance of 32.20 feet to a point; THENCE South 00°03'28" West a distance of 44.0 feet to a point; THENCE South 89°56'32" East a distance of 12.0 feet to a point; THENCE North 00°03'28" East a distance of 43.30 feet to a point; THENCE South 89°56'32" East a distance of 188.01 feet to a point; THENCE 00°03'32" West a distance of 101.80 feet to the POINT OF BEGINNING. and A portion of the Southwest Quarter (SW 1/4) of Section 11, Township 21 South, Range 61 East, M.D. M, more particularly described as follows: COMMENCING at the Southwest corner of said Section 11; THENCE NORTH 00°04'47" East, along the West line of said Southwest Quarter (SW 1/4) a distance of 713.68 feet; THENCE departing said West line South 89°56'32" East a distance of 209.05 feet to the POINT OF BEGINNING; THENCE North 00°03'28" East a distance of 146.85 feet to a point; THENCE South 89°56'32" East a distance of 171.85 feet to a point; THENCE South 00°03'28" West a distance of 146.85 feet to a point; THENCE North 89°56'32" West a distance of 171.85 feet to the POINT OF BEGINNING.

EXHIBIT B TO MEDICAL OFFICE BUILDING LEASE  
FLOOR PLAN

3196 South Maryland Parkway, Suite 200, Las Vegas, NV 89109

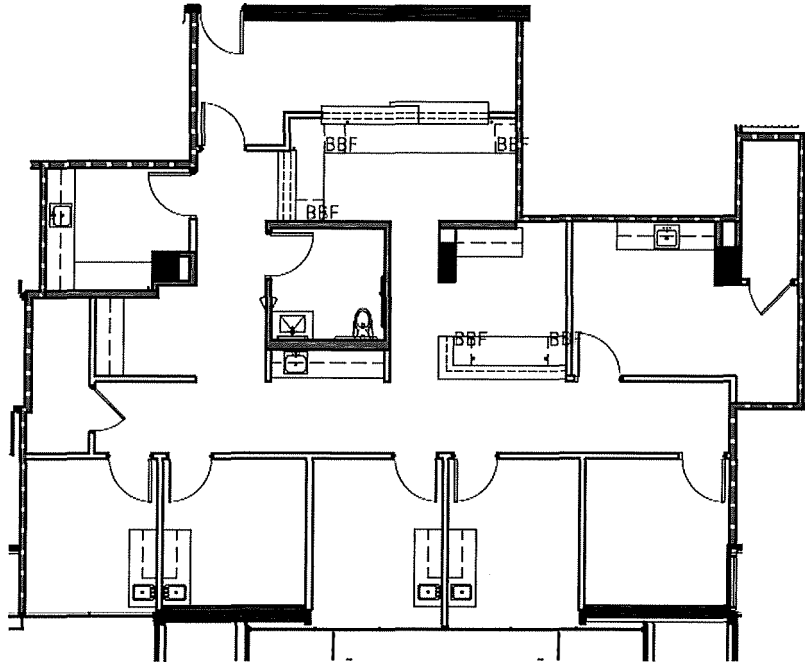


EXHIBIT C TO MEDICAL OFFICE BUILDING LEASE  
APPROVED SERVICES

The undersigned hereby acknowledge and agree that the undersigned Tenant may conduct the following Approved Services on the Premises during the Term of the Lease:

Maternal Fetal Medicine

This Exhibit C shall be invalid if not signed by each of Hospital Owner, Landlord, and Tenant.

All capitalized terms not defined in this Exhibit C shall have the meanings assigned to such terms in that certain Medical Office Building Lease entered into and effective as of June 17, 2019, by and between the undersigned Tenant and MOB 46 OF NEVADA, LLC as Landlord. This Exhibit C is incorporated by reference into such Lease as if fully set forth therein.

IN WITNESS WHEREOF, Tenant, Hospital Owner and Landlord have duly executed this Exhibit C as of the 17 day of June, 2019.

HOSPITAL OWNER:

SUNRISE HOSPITAL AND MEDICAL CENTER, LLC, a Delaware limited-liability company  
(Name)

By: [Signature]  
(Signature)

Print Name: TODD P. SKLAMBERG

Title: CEO

Date: June 22, 2019

TENANT:

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF MEDICINE, a Nevada constitutional entity of the State of Nevada  
(Name)

RECOMMENDED:

By: \_\_\_\_\_  
(Signature)

Name: Barbara Atkinson

Title: Dean  
University of Nevada, Las Vegas Medical School

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: Marta Meana

Title: President  
University of Nevada, Las Vegas

Date: \_\_\_\_\_

APPROVED:  
By: \_\_\_\_\_  
(Signature)

Name: Thom Reilly

Title: Chancellor  
Nevada System of Higher Education

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
By: \_\_\_\_\_  
(Signature)

Name: Elda Sidhu

Title: General Counsel  
University of Nevada, Las Vegas

Date: \_\_\_\_\_

LANDLORD:

MOB 46 OF NEVADA, LLC, a Delaware limited liability company  
(Name)

By: [Signature]  
(Signature)

Print Name: Christian E. Weber

Title: Vice President

Date: 6/17/19

EXHIBIT C TO MEDICAL OFFICE BUILDING LEASE  
APPROVED SERVICES

The undersigned hereby acknowledge and agree that the undersigned Tenant may conduct the following Approved Services on the Premises during the Term of the Lease:

Maternal Fetal Medicine

This Exhibit C shall be invalid if not signed by each of Hospital Owner, Landlord, and Tenant

All capitalized terms not defined in this Exhibit C shall have the meanings assigned to such terms in that certain Medical Office Building Lease entered into and effective as of \_\_\_\_\_, by and between the undersigned Tenant and MOB 48 OF NEVADA, LLC as Landlord. This Exhibit C is incorporated by reference into such Lease as if fully set forth therein.

IN WITNESS WHEREOF, Tenant, Hospital Owner and Landlord have duly executed this Exhibit C as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

HOSPITAL OWNER:

SUNRISE HOSPITAL AND MEDICAL CENTER, LLC, a  
Delaware limited liability company  
(Name)

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LANDLORD

MOB 48 OF NEVADA, LLC, a Delaware limited liability company  
(Name)

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF  
HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF  
NEVADA, LAS VEGAS, SCHOOL OF MEDICINE, a Nevada  
constitutional entity of the State of Nevada  
(Name)

RECOMMENDED:  
By: [Signature]  
(Signature)

Name: Barbara Atkinson  
Title: Dean  
University of Nevada, Las Vegas Medical School  
Date: \_\_\_\_\_

By: [Signature]  
(Signature)

Name: Maria Mesina  
Title: President  
University of Nevada, Las Vegas  
Date: 5/11/19

APPROVED:  
By: [Signature]  
(Signature)

Name: Thom Reddy  
Title: Chancellor  
Nevada System of Higher Education  
Date: 5-20-19

APPROVED AS TO LEGAL FORM:  
By: [Signature]  
(Signature)

Name: Eida Blain  
Title: General Counsel  
University of Nevada, Las Vegas  
Date: \_\_\_\_\_

**EXHIBIT D TO MEDICAL OFFICE BUILDING LEASE  
RULES AND REGULATIONS**

**1. CONDUCT**

Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.

**2. HALLWAYS AND STAIRWAYS**

Tenant shall not obstruct or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrance, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.

**3. NUISANCES**

Tenant shall not make or permit any noise, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon.

**4. MUSICAL INSTRUMENTS, ETC.**

Tenant shall not install or operate any phonograph, musical instrument, radio receiver or similar device in the Building in such manner as to disturb or annoy other tenants of the Building or the neighborhood. Tenant shall not install any antennae, aerial wires or other equipment outside the Building without the prior written approval of Landlord.

**5. LOCKS**

With the exception of Tenant's pharmaceuticals locker or storage facility, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises and toilet rooms either furnished to or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

**6. OBSTRUCTING LIGHT, DAMAGE**

The sash doors, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

**7. WIRING**

Electrical wiring of every kind shall be introduced and connected only as directed by Landlord, and no boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.

**8. EQUIPMENT, MOVING, FURNITURE, ETC.**

Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving which must be done under the supervision of Landlord. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant. All equipment shall be installed as required by law, and in accordance with and subject to written approval received on written application of Tenant.

**9. REQUIREMENTS OF TENANT**

The requirements of Tenant will be attended to only upon application at the office of Landlord or its Property Manager. Employees of Landlord or its Property Manager shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord or its Property Manager. No such employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord or its Property Manager. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord.

**10. MEDICAL AND HAZARDOUS WASTES**

Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes.

**11. ACCESS TO BUILDING**

Any person entering or leaving the Building may be questioned by Building security regarding his/her business in the Building and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Building may be excluded.



**12. VEHICLES, ANIMALS, REFUSE**

Tenant shall not allow anything to be placed on the outside window ledges of the Premises or to be thrown out of the windows of the Building. No bicycle or other vehicle, and no animal shall be brought into the offices, halls, corridors, elevators or any other parts of the Building by Tenant or the agents, employees or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Building.

**13. EQUIPMENT DEFECTS**

Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

**14. PARKING**

Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking. Tenant agrees that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

**15. CONSERVATION AND SECURITY**

Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Building.

**16. SIGNAGE**

Tenant shall not place any sign upon the Premises or the Building without Landlord's prior written consent.

**17. VENDING MACHINES**

Tenant shall not place, install, maintain or use any vending machine on the Premises without Landlord's prior written consent.

**EXHIBIT E TO MEDICAL OFFICE BUILDING LEASE**

**GUARANTY**

**NOT APPLICABLE**

As a material part of the consideration inducing Landlord to execute this Lease with Tenant, the undersigned, being all of the shareholders, partners, members or owners, as the case may be, of Tenant (who are collectively hereinafter referred to as the "Guarantors"), join in the execution of this Lease and jointly and severally, do hereby unconditionally guarantee the full performance by Tenant of all obligations, indemnities and agreements to be paid, performed or observed by Tenant under and pursuant to this Lease, including but not limited to the payment of Rent and any and all other sums required to be paid by Tenant hereunder when due. The Guarantors further hereby give and grant to Landlord the rights, power and authority, without notice to or approval of any of them and without in any way prejudicing, impairing or affecting any of the Guarantors' liability hereunder, to alter, extend or otherwise modify this Lease to the extent which may be agreed upon by Landlord and Tenant; to forbear or delay enforcing the payment of Rent or other sums due under the Lease or enforcing any other obligations of Tenant under the Lease; to release any other person liable for Tenant's obligations under the Lease or any other collateral Landlord may hold for the obligations of Tenant under the Lease; to proceed directly against the Guarantors or any of them on this Guaranty whether or not action is brought against Tenant and whether or not Tenant is joined in any such action, without resort to any security which may be held by Landlord, and without first having exhausted the remedies it may have against Tenant.

The Guarantors hereby waive demand and/or notice of any kind including, but not limited to, notice of default or breach on the part of Tenant of any of the provisions of this Lease or notice of the existence, creation or incurring of any new, different, or additional obligation as aforesaid.

This Guaranty is and shall be construed to be an irrevocable, absolute, unlimited and continuing guaranty of payment and performance, and the liability of each Guarantor hereunder and Landlord's right to pursue each Guarantor shall not be affected, delayed, limited, impaired or discharged, in whole or in part, by reason of any extension or discharge that may be granted to the Tenant, whether in proceedings under the Bankruptcy Code or any amendments thereof, or under any other state or other federal statutes, or otherwise. The Guarantor expressly waives the benefits of any extension or discharge granted to Tenant. This Guaranty shall survive notwithstanding the expiration or termination of the Lease and this Guaranty shall survive with respect to any sums previously received from Tenant or from Guarantor that Landlord may be required to repay in any proceeding described in this paragraph.

The Guarantors further agree upon demand to pay Landlord reasonable attorneys' fees and all costs and other expenses incurred by it in collecting or compromising any obligation hereby guaranteed, or in enforcing this Guaranty against the Guarantors.

The Landlord shall have the right, without affecting any Guarantor's obligations hereunder, and without demand or notice, to collect first from the Tenant, and to exercise its rights of setoff against any asset of the Tenant, and to otherwise pursue and collect from the Tenant any other indebtedness of the Tenant to the Landlord not covered by this Guaranty, and any sums received from the Tenant, whether by voluntary payment, offset, or collection efforts, may be applied by the Landlord as it sees fit, including the application of all such amounts to other debts not guaranteed by the Guarantors. Subrogation rights or any other rights of any kind of any Guarantor against the Tenant, if any, shall not become available until all indebtedness and obligations of the Tenant to the Landlord are paid in full. This Guaranty shall survive the expiration or termination of the Lease to the extent the obligations of the Tenant thereunder likewise survive.

GUARANTORS:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Attachment 3

ACP 10/25/16

#### FIRST AMENDMENT TO BASE YEAR MEDICAL OFFICE BUILDING LEASE

This FIRST AMENDMENT TO BASE YEAR MEDICAL OFFICE BUILDING LEASE (this "**Amendment**") is made as of June 17, 2019, by and between MOB 46 OF NEVADA, LLC, a Delaware limited liability company, or its assigns ("**Landlord**") and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF MEDICINE, a Nevada constitutional entity of the State of Nevada ("**Tenant**"), under the following circumstances:

Landlord and Tenant are about to enter into that certain Base Year Medical Office Building Lease dated as of June 17, 2019 (the "**Lease**") whereby Landlord will lease to Tenant premises consisting of approximately 2,193 rentable square feet and known as Suite No. 200 on the second (2<sup>nd</sup>) floor of the building located at 3196 South Maryland Parkway, Las Vegas, NV 89109, which real property is described on Exhibit A to the Lease (the "**Premises**"); and

In order to induce Tenant to execute the Lease, Landlord and Tenant are executing this Amendment in order to modify certain terms of the Lease.

NOW THEREFORE, in consideration of the promises and the agreements and covenants contained herein, Landlord and Tenant agree that the Lease is amended and modified as follows:

#### A. Amendments

1. The following language is hereby inserted at the end of Section 2.1 of the Lease:

"Notwithstanding the above, Tenant shall not be obligated to pay Base Rent from the Commencement Date through May 31, 2019. This Base Rent concession shall total Two Thousand, Six Hundred Eighty-Three and 83/100 Dollars (\$2,683.83) (or such other amount as may be applicable due to adjustments under the terms of this Lease) ("**Rent Concession**"). The Rent Concession shall be due and payable by Tenant to Landlord if there occurs an event of default under the Lease on the part of Tenant and such default is not cured within any applicable time frame set forth in this Lease."

2. Notwithstanding anything in the Lease to the contrary, the Base Year is the calendar year of 2019.

3. The following language is hereby inserted at the end of Section 3.2 of the Lease:

"For purposes of determining Tenant's Proportionate Share, the parties agree that Tenant will occupy two thousand, one hundred ninety-three (2,193) rentable square feet and the total building square footage shall be defined as sixty-eight thousand, one hundred forty-four (68,144) rentable square feet as of the date of this Lease. Therefore, Tenant's Proportionate Share shall be three and twenty-two hundredths percent (3.22%) of the Excess Operating Costs and Additional Rent at the end of the calendar year 2019."

4. The following language is hereby inserted at the end of Section 3.3 of the Lease:

"Noncontrollable Excess Operating Costs shall mean any Excess Operating Costs with respect to Noncontrollable Operating Costs. Controllable Operating Costs shall mean any Excess Operating Costs with respect to Controllable Operating Costs. Annual increases in

269586-3

Tenant's Proportionate Share of Controllable Excess Operating Costs (as more particularly defined in Section 3.3) shall be capped at five percent (5%) per calendar year, calculated on a cumulative basis. There shall be no limit on increases in Noncontrollable Excess Operating Costs and Tenant shall be responsible for its Proportionate Share of all Noncontrollable Excess Operating Costs."

5. The following language is hereby inserted at the end of the first (1<sup>st</sup>) paragraph of Section 3.4 of the Lease:

"Noncontrollable Operating Costs shall include Taxes, utility costs, insurance costs, snow removal, and security costs. Controllable Operating Costs are all other Operating Costs not included in Noncontrollable Operating Costs."

6. The following language is hereby inserted at the end of Section 3.5 of the Lease:

"Tenant, at Tenant's sole cost and expense, will have the right to audit Landlord's books and records relating to Operating Costs incurred during the Term and Landlord agrees to make available to Tenant its books and records relevant to such an audit, at a location of Landlord's choosing, upon at least thirty (30) days' prior written notice from Tenant to Landlord. Such audit right must be exercised by Tenant within sixty (60) days of Tenant's receipt of a statement of actual Operating Costs and Tenant's Proportionate Share of Excess Operating Costs for the preceding Lease Year. If such audit correctly reveals an error in calculation of Tenant's Proportionate Share of Excess Operating Costs in favor of Landlord, Landlord shall promptly credit the difference to Tenant's account. If such error is more than 10% of the amount of Tenant's Proportionate Share of Excess Operating Costs charged, Landlord shall reimburse Tenant for the full cost of the audit. If such audit correctly reveals an error in calculation of Tenant's Proportionate Share of Excess Operating Costs in favor of Tenant, Tenant shall promptly pay Landlord the difference. If Landlord disagrees in good faith with the results of the audit, Landlord and Tenant shall mutually select a neutral third party to evaluate the charges for Tenant's Proportionate Share of Excess Operating Costs, and the results of such third party's evaluation shall bind Landlord and Tenant and shall be final. Costs charged by any such third party shall be shared equally by Landlord and Tenant."

7. Section 7.1 of the Lease is hereby deleted in its entirety and replaced with the following language:

"To the extent permitted by NRS 41, Tenant agrees to indemnify, defend and hold Landlord harmless from any loss, damage, liability, cost or expense to the person or property of another which was to the extent caused by an act or omission of Tenant, its officers, employees and agents under this Lease. Tenant will assert the defense of sovereign immunity in all legal actions. Tenant represents that Tenant's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41."

8. Section 7.3 of the Lease is hereby deleted in its entirety and replaced with the following language:

"Tenant, at its expense, will maintain the following insurance coverage during the initial and any extended terms of this Lease: (i) workers' compensation in accordance with Nevada law; (ii) Tenant is self-insured for liability insurance in accordance with the provisions of NRS Chapter 41; (iii) Tenant shall maintain property insurance to cover their exposures. Landlord shall, at Landlord's sole expense, procure, maintain and keep in

force for the duration of this Lease the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Landlord, the required Insurance shall be in effect at the Commencement Date and shall continue in force as appropriate until this Lease expires or is otherwise terminated and Tenant vacates the Premises.

Commercial General Liability Insurance

(a) Minimum limits required:

- (i) \$2,000,000 General Aggregate
- (ii) \$1,000,000 Products & Completed Operations
- (iii) Aggregate
  - 1. \$1,000,000 Personal and Advertising Injury
  - 2. \$1,000,000 Each Occurrence

(b) Coverage shall be on an occurrence basis and shall cover liability arising from the Premises, operations, personal injury, products and contractual liability.

(c) Approved Insurer Requirements

Each insurance policy shall be:

(i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers and having agents in Nevada upon whom service of process may be made and;

(ii) Currently rated by A.M. Best as "A-IX" or better.

(d) Self-Insurance: Notwithstanding anything to the contrary, Landlord shall have the right to self-insure for any insurance requirement contained herein."

9. The following language is hereby inserted at the end of Section 12.1 of the Lease:

"(h) Fiscal Funding Out. Notwithstanding the provisions, terms and conditions of this Lease, pursuant to Article 9, Sec. 3 of the Nevada Constitution and NRS 353.260 or other applicable law, in the event any reorganized funding authority fails to appropriate funds to the Nevada System of Higher Education, the University of Nevada, Las Vegas, School of Medicine, or their divisions, departments or colleges, to enable the obligations to be fulfilled under this Lease for the ensuing fiscal year or any part thereof, all rights and obligations of Landlord and Tenant under this Lease shall terminate upon thirty (30) days written notice to Landlord of Tenant's intent to exercise this Fiscal Funding Out right. Should Tenant exercise this Fiscal Funding Out right, Tenant must provide a termination fee equal to (i) two (2) months' Base Rent plus (ii) the total of any unamortized broker's commissions or fees, plus imputed interest on such broker's commission fees at the rate of ten percent (10 %) (or if lower, the maximum rate allowed under applicable law) plus (iii) any unamortized tenant improvement costs incurred in connection with Tenant's occupancy or anticipated occupancy of the Premises, plus imputed interest on such tenant improvement costs at the rate of ten percent (10 %) (or if lower, the maximum rate allowed under applicable law), as consideration for such termination (collectively, the "Termination Fee "). The Termination Fee shall be paid prior to and as a condition precedent to the effectiveness of such termination. Upon the Early Termination Date, Tenant shall surrender the Premises to Landlord in accordance with Section 16.1 of the Lease, and both parties shall be released of all obligations and liabilities arising under this Lease, provided that Tenant shall remain

liable for all obligations under the Lease which arose prior to termination or are otherwise intended to survive termination (including but not limited to indemnification and accrued Rent obligations). Notwithstanding anything to the contrary set forth herein, the foregoing Fiscal Funding Out right shall not apply to any successors or assigns."

10. The following language is hereby added to the Lease as a new section numbered 12.3:

"12.3 Cross-Default. If Tenant (i) fails to pay any amount due on the due date or within any applicable grace period, under any lease or agreement to which it (or any of its affiliates) and Landlord (or any of Landlord's affiliates) are parties (any such lease or agreement, including this Lease, a "Related Agreement"); or (ii) defaults under any other term or condition of any Related Agreement(s), then Landlord may declare an event of default under all such Related Agreements and exercise its rights and remedies thereunder."

11. The following language is hereby inserted at the end of Section 15 of the Lease:

"Landlord acknowledges Tenant operates its own police department and security services and that Tenant's police officers and security personnel may periodically patrol the Premises and shall at all times have access to Premises to conduct investigations and other official duties. For purposes of this Section of this Lease, "protected health information," or PHI, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties agree that neither the Landlord, nor its contractors, subcontractors or agents shall need access to, nor shall they knowingly use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to request its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards."

12. The phrase "ten (10) days" in Section 18.1 of the Lease is hereby deleted and replaced with the following language:

"thirty (30) days"

13. The phrase "ten (10) days" in Section 18.3 of the Lease is hereby deleted and replaced with the following language:

"thirty (30) days"

14. In addition to the addresses listed in Section 19(b) of the Lease, all notices to Tenant shall also be addressed to the following

"University of Nevada, Las Vegas Medical School  
Dean  
4505 S. Maryland Parkway, Box 3070  
Las Vegas, NV 89154 -3070

with copy to:

ACP 10/25/16

University of Nevada, Las Vegas  
Real Estate Department  
4505 S. Maryland Parkway, Box 451027  
Las Vegas, Nevada 89154 -1027

University of Nevada, Las Vegas  
Purchasing Department  
4505 S. Maryland Parkway, Box 451033  
Las Vegas, Nevada 89154- 1033"

15. The following language is hereby inserted at the end of Section 20.12 of the Lease:

"Landlord and Tenant agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Lease. Any and all disputes arising out of or in connection with this Lease shall be litigated only in a court of competent jurisdiction in Clark County, State of Nevada, and the parties hereby expressly consent to the jurisdiction of said court."

16. Section 20.16 of the Lease is hereby deleted in its entirety.

17. The following language is hereby inserted after all references to the phrase "attorneys' fees":

", to the extent permitted by NRS 41,"

**B. Miscellaneous.**

Except as amended by this Amendment, the Lease is not otherwise amended, and the Lease remains in full force and effect, as amended hereby. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control. Capitalized terms used in this Amendment but not defined herein shall have the meaning set forth in the Lease.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

LANDLORD:

MOB 48 OF NEVADA, LLC, a Delaware limited liability company


By:   
Name: Christian E. Weber  
Title: Vice President

TENANT:

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF MEDICINE, a Nevada constitutional entity of the State of Nevada


\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDED:

By:   
Barbara Atkinson  
Dean  
University of Nevada, Las Vegas  
Medical School

Date: 4/23/19


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\_\_\_\_\_

By:   
M. P. P. P.  
President  
University of Nevada, Las Vegas

Date: 5/1/19

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APPROVED:

By:   
Thom Reilly  
Chancellor  
Nevada System of Higher  
Education

Date: 5-20-19

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By:   
Eida Sidhu  
General Counsel  
University of Nevada, Las Vegas

Date: \_\_\_\_\_