

## AMENDED AGREEMENT OF LEASE

This AMENDED AGREEMENT OF LEASE (this “**Lease**”), is made as of the 26<sup>th</sup> day of April, 2022, by and between WASHOE COUNTY (“County” or “Tenant”), and the HOUSING AUTHORITY OF THE CITY OF RENO (“RHA” or “Landlord”), a municipal corporation under Chapter 315 of the Nevada Revised Statutes.

### WITNESSETH

**WHEREAS**, the Tenant desires to lease from Landlord the Property described below for the purpose of providing shelter and resources to the homeless and disadvantaged of the community; and

**WHEREAS**, the Landlord desires to lease the Property described below to the Tenant in aid of the Tenant’s pursuit of providing housing to the homeless and disadvantaged of the community,

**NOW, THEREFORE**, in consideration of the mutual exchange of promises and other good and valuable consideration which is hereby acknowledged, the Landlord and the Tenant hereby covenant and agree as follows:

### ARTICLE I. PROPERTY

The Landlord hereby demises and leases to the Tenant, and the Tenant does hereby take and hire from the Landlord upon and subject to the conditions hereinafter expressed, the Property (the “**Property**”) located at 1775 East 4<sup>th</sup> Street, Reno, Nevada, 89512, APN: 008-211-50.

The foregoing demise and lease is subject to (i) applicable building and zoning ordinances and other Laws (defined in ARTICLE X); (ii) easements, rights-of way, covenants, conditions, agreements and restrictions of record on the Term Commencement Date (and those approved by the Tenant and the Landlord during the Term); (iii) orders and permits issued by Governmental Authorities which are applicable to the Property and use thereof, and (iv) the terms and provisions of this Lease.

The Tenant accepts possession of the Property in its “**AS IS**” condition “**WITH ALL FAULTS**”, and the Landlord shall not be required to perform any work or furnish any materials or provide any services to or in connection with the Property during the Term.

### ARTICLE II. TERM

The term of this Lease shall commence at 4pm, April 26, 2022, (**Term Commencement Date**) and shall continue through June 30, 2022 or until the land acquisition has been completed, whichever occurs first, unless otherwise terminated. Tenant shall be entitled to terminate this Lease, without penalty, at any time during the Term upon thirty days advance written notice.

### ARTICLE III. RENT

The Tenant agrees to pay the Landlord as basic rental (the “**Fixed Rent**”) the sum of ONE DOLLAR AND NO CENTS (\$1.00), for the term of this Lease, the receipt and sufficiency of which is hereby acknowledged. No additional Fixed Rent shall be owing from Tenant to Landlord for Tenant’s possession and occupancy of the property hereunder.

All costs, expenses and charges relating to the Property and owing to third parties, as a result of Tenant's occupancy of the Property, of whatsoever kind or character, which may arise during the Term, however, shall be paid by the Tenant. The Landlord shall not be required to provide any utilities or services to the Tenant or do any act in connection with the Property. Without limitation, the Landlord shall not be liable or responsible to the Tenant for any failure, interruption, inadequacy, defect or change in the character or supply of electricity, domestic water, wastewater service, compressed air, chilled water, cooling tower water, natural gas, information services (including voice and data communication), security (Including loss, theft or damage to the Tenant's Property (defined in ARTICLE IX), or any and all other services furnished to the Tenant. Tenant shall pay the cost of all utilities serving the Property during the Term.

THE TENANT AGREES THAT THE LANDLORD HAS NOT, EXPRESSLY OR BY IMPLICATION OR INFERENCE, MADE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO SUCH SERVICES OR UTILITIES, AND THE LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR SUITABILITY OR FITNESS OF ANY OF SUCH SERVICES FOR A PARTICULAR PURPOSE OF THE TENANT, WHETHER OR NOT THE LANDLORD HAS BEEN MADE AWARE OF ANY SUCH PURPOSE BY ANY PERSON.

#### **ARTICLE IV. IMPOSITIONS**

The Tenant covenants and agrees to pay or cause to be paid directly to the taxing authorities, on or before the last day upon which payment may be made without the assessment of any fine, penalty, interest, late charge or the like, the following which are collectively referred to in this Lease as the "**Impositions**": all present and future ad valorem taxes; assessments; water charges; sewer rents; governmental charges; public utility, operational, maintenance, repair and occupancy charges; excises; levies; license and permit fees, and all other impositions and charges of whatsoever kind or character, extraordinary as well as ordinary, unforeseen as well as foreseen, and each and every installment thereof, which during the Term shall be imposed or levied upon or assessed arising out of Tenant's operation, alteration, maintenance, repair, use, occupancy or possession of the Property or any portion thereof, or Tenant's Property, in each case whether deemed under the Law to be payable by the Landlord or the Tenant and regardless of which party is considered the owner or lessor of the Property under the applicable Law for purposes of *ad valorem* taxes; provided, however, in no event shall Tenant be liable for any net income taxes imposed on Landlord.

If Impositions shall be charged, levied, assessed or imposed for any fiscal period during which the Term commences or terminates, then the Impositions shall be apportioned between the Landlord and the Tenant so that the Tenant pays its pro rata share of such period based on the number of days which fall within the Term. Promptly following the date hereof, the Landlord shall use commercially reasonable efforts to obtain a separate real estate tax bill covering only the Property.

In no event shall the Reno Housing Authority be liable for any Impositions.

The Tenant's obligations under this ARTICLE IV shall survive the Expiration Date or earlier termination of the Term for any Impositions owed as a result of the Tenant's occupancy of the Property, and shall also be considered "Additional Rent."

## **ARTICLE V. INSURANCE**

At all times during the Term the Tenant shall, at its own cost and expense, maintain the following insurance coverage in force for the benefit of the Landlord and the Tenant:

1. Property damage insurance coverage on a special form ("all risk") of physical loss or damage basis. All such insurance shall be in an amount equivalent to the full replacement cost thereof in amounts that meet any applicable coinsurance requirements, without deduction for depreciation or the cost of demolition and removal of debris, but exclusive of excavations and foundations. Property damage insurance shall cover the Building, including the Building shell and other Structural Elements, and the Building Systems.

2. Commercial general liability insurance, which shall include coverage of the Tenant's contractual liability obligation expressed in ARTICLE XVI, against claims for personal injury, death or property damage occurring during the Term on, in or about the Property. Primary coverage shall be not less than Two Million Dollars (\$2,000,000) for injury (including death) and damage to property arising out of any one occurrence, and Four Million Dollars (\$4,000,000) for any general aggregate limit.

The Tenant shall cause the Landlord to be included as additional insureds under the foregoing policies. Each such policy shall contain provisions, if and to the extent available, that the act or omission of an insured will not invalidate the policy as to other insureds.

If any insurance provides for a deductible or self-insured retention amount, the Tenant shall pay the full amount of the deductible if an insured event occurs. Tenant shall pay the premiums with respect to the coverage required above on or prior to the due date therefor.

Prior to the Term Commencement Date, the Tenant shall furnish the Landlord with certificates issued by and binding upon the insurer evidencing the coverage required above. Thereafter, prior to the expiration of any policy of insurance, the Tenant shall furnish to the Landlord a certificate issued by the insurer evidencing renewal or a new insurance policy having the coverage required above. Tenant's liability insurance shall apply on a primary basis as to the Landlord and may not be canceled without at least thirty (30) days' prior written notice to the Landlord. Tenant shall provide at least thirty (30) days' prior written notice of such cancellation to Landlord. All insurance required hereunder shall be provided by an insurer with an insurer financial strength rating of not less than Aa by Moody's Investor Services, Inc. or AA by Standard and Poor's Ratings Group, a division of the McGraw-Hill Companies, Inc. ("**S&P**"). In the event that the Tenant's insurer fails to maintain the aforesaid minimum rating, the Tenant, within thirty (30) days after the Tenant has knowledge of such failure, shall secure replacement insurance coverage from an insurer meeting the requirements of this Article.

The Tenant shall comply with all Laws, all orders and decrees of a court and all requirements of other Governmental Authorities (defined in ARTICLE X) which are applicable to the use, manner of use and occupancy of the Property, and the Tenant shall not, directly or indirectly, make any use of the Property which may (1) thereby be prohibited or be dangerous to any Person or property (real or personal), or (2) jeopardize any insurance coverage purchased by

the Tenant. If by reason of the Tenant's failure to comply with the provisions of this paragraph, any of the Tenant's insurance coverage is cancelled, the Landlord may assure continued coverage of the Landlord by all commercially reasonable means available, including payment of premiums, in which event the Tenant shall reimburse the Landlord for all costs incurred therefor.

To the extent covered by insurance carried or required hereunder to be carried by the waving party, the Landlord and the Tenant each hereby waives its respective right of recovery against the other, and each releases the other from any claim arising out of loss, damage or destruction to the Property and contents thereon or therein, whether or not such loss, damage or destruction may be attributable to the fault or negligence of either party or its respective agents, invitees, contractors or employees. Each casualty insurance policy shall include a waiver of the insurer's rights of subrogation against the party hereto who is not an insured under said policy.

#### **ARTICLE VI. USE OF PROPERTY**

The Tenant shall have the right to use the Property as an overflow shelter for homeless men and women ("Clients"), parking, temporary office space, construction staging as well as for any other related lawful use of the Property including utilizing the existing electricity and internet infrastructure to pull utilities to Nevada Cares Campus temporary buildings.

#### **ARTICLE VII. ENVIRONMENTAL OBLIGATIONS**

The Landlord and the Tenant recognize that activities involving Hazardous Substances (defined below) used at the Property may impact upon the other party's property interests, employees, invitees, equipment, and operations. Therefore, the Tenant and the Landlord agree that if from and after the Term Commencement Date there is a release, spill, discharge, malfunction, other episodic event or any condition or use of Hazardous Substances that is known to such party who determines that such event or condition might reasonably be expected to impact it or the other party's property or operation in any significant respect, such party shall provide prompt notice thereof with sufficient detail to enable the other to take appropriate actions in response thereto.

In the event of the Tenant's Contamination (as defined below), the Tenant shall immediately notify the Landlord. The Tenant shall comply with all Laws and directives of each Governmental Authority which address notification to them of the Tenant's Contamination and the requirements of Remediation (as defined below), including any emergency action required to minimize damage and curtail further releases and spills of the Tenant's Contamination. Upon discovery and notice by the Tenant to the Landlord of the Tenant's Contamination, or the Landlord's notice to the Tenant that the Landlord has discovered the Tenant's Contamination, the Tenant shall promptly investigate the same, report its findings to the Landlord (and to Governmental Authorities if required by Law) and report the Remediation taken or proposed to be taken by the Tenant with respect to the Tenant's Contamination. The Landlord hereby reserves the right, in its reasonable discretion, to (i) review the Tenant's action plan and work scope in connection therewith and may object to implementation thereof only if they do not comply with Law or the directive of a Governmental Authority and (ii) in consultation with the Tenant, to supervise the Remediation of the Tenant's Contamination at no cost to the Tenant.

If a Governmental Authority institutes administrative action or a lawsuit in which the Landlord or the Tenant is named as a party (including as a third-party defendant) for failure or refusal of the Responsible Party (as defined below) to perform Remediation at the Property, or to

cleanup a spill or release at an offsite location used for treatment and/or storage and/or disposal of the Tenant's Contamination or the Landlord's Contamination, as applicable, or to cleanup a spill or release of the same in transit from the Property, and in such action or suit it is determined that the Responsible Party has failed to perform Remediation or such cleanup to the satisfaction of the Governmental Authority, the Responsible Party shall reimburse the other party hereto which is so named and otherwise pay for any and all Environmental Costs. "**Environmental Costs**" mean the direct damages, penalties, fines, settlements, costs or expenses, including reasonable attorneys' fees, consultant fees, laboratory fees, and investigation and defense costs and direct costs of Remediation or such cleanup incurred by the other party by reason of any the Landlord's Contamination or the Tenant's Contamination, as applicable, including all Environmental Costs incurred by the other party by reason of a directive or order of a Governmental Authority or administrative or judicial tribunal requiring the other party to perform Remediation or such cleanup (in order to comply with Environmental Law) which is the responsibility hereunder of the Responsible Party. Without limitation, Environmental Costs may result from or be attributable to the other party's participation in such action or law suit or to the failure or refusal of the Responsible Party, as determined by a Governmental Authority or administrative or judicial tribunal, to comply with the Laws requiring Remediation at the Property or such cleanup offsite.

Landlord covenants not to cause or permit a Landlord's Contamination. Tenant covenants not to cause or permit a Tenant's Contamination. Each Responsible Party agrees to indemnify, defend and hold harmless the other party, its directors and employees from and against any and all Environmental Costs, in accordance with and otherwise subject to the provisions of ARTICLE XVI.

As used in this Lease, the words "**Responsible Party**" shall mean the Landlord in respect of Landlord's Contamination, and shall mean the Tenant in respect of Tenant's Contamination. As used in this Lease, the words "**the Landlord's Contamination**" shall mean the presence, spill or release of Hazardous Substances on, in or under the Property on the Term Commencement Date without regard to causation and after the Term Commencement Date which has been caused by the Landlord or Landlord's employees, agents, contractors, suppliers and/or other invitees.

As used in this Lease, the words "**the Tenant's Contamination**" shall mean the presence, spill or release of Hazardous Substances on, in or under the Property in violation of Environmental Law after the Term Commencement Date which has been caused by Tenant or Tenant's employees, agents, contractors, suppliers, and/or other invitees.

As used in this Lease, the word "**Remediation**" shall mean and include investigation, sampling, testing, reporting, analysis, laboratory work, removal, cleanup, trapping, containing, restoring, disposal, recalibration or reconfiguration of process tools and/or equipment, changes in process chemical and/or conditions, making of repairs, pretreatment of waste and/or wastewater, and similar activities relating to the Landlord's Contamination (if the Landlord is the Responsible Party) or the Tenant's Contamination (if the Tenant is the Responsible Party), above, on or under the Property, provided that a Governmental Authority has notified the Responsible Party that it is obligated to perform the forgoing work.

As used in this Lease, the words "**Hazardous Substances**" shall mean any pollutant, contaminant, hazardous substance, hazardous waste, toxic substance, petroleum or petroleum

derived substance, waste or additive, asbestos, PCBs, radioactive material, or other compound, element, material or substance, as those terms are defined under any Environmental Law. As used in this Lease, the words “**Environmental Law**” shall mean any applicable U.S. federal, state or local law, statute, ordinance, judgment, governmental directives, regulations or other Laws, including all amendments and additions thereto, generally and publicly promulgated by a Governmental Authority having jurisdiction over the Property, relating to or imposing liability or standards of conduct relating to environmental control or protection of the environment, and permits, licenses, registrations and environmental compliance documents issued for operations at the Property.

During the Term, the Tenant shall be responsible for obtaining and maintaining any environmental permits or approvals, and making any notifications or reports, that are required under any applicable Environmental Laws or other Laws or permits for business operations conducted on the Property.

If either the Tenant or the Landlord is required by a Governmental Authority to provide environmental information that is best known by the other party, within thirty (30) days of the request therefor or such other time imposed by a Governmental Authority, the Tenant and/or the Landlord will each provide to the other all such pertinent information; provided, however, the Landlord must provide the Tenant with sufficient time in advance of the required response time to prepare and submit the information. Tenant shall provide to Landlord written notice of the presence, on, in or under the Property, of any Hazardous Substances in violation of Environmental Law, and shall provide to Landlord a copy of any notice from a Governmental Authority claiming a violation of Environmental Law pertaining to the Property, in each case within a reasonable time following, as applicable, Tenant’s obtaining actual knowledge of such presence or receiving such notice.

The Landlord and the Tenant agree that as of the Term Commencement Date, the environmental condition of the Property and the baseline against which all matters related to the presence of Hazardous Substances on, in or under the Property will be measured on and after the Term Commencement Date, are as set forth in the Phase I Environmental Assessment, dated October 12, 2020, prepared on behalf of Tenant, by McGinley & Associates, a copy of which has been provided to Tenant and Landlord.

This ARTICLE shall survive the Expiration Date or earlier termination of this Lease.

#### **ARTICLE VIII. MAINTENANCE AND REPAIRS**

During the Term, at the Tenant’s sole cost and expense, the Tenant shall take commercially reasonable care of the Property as well as the Tenant’s Property (defined below) therein and thereon, and shall perform all maintenance and make all repairs and replacements to the Property, all elements of the Property, capital or otherwise, structural and non-structural, ordinary and extraordinary, inclusive of heating, ventilation and air conditioning, mechanical, electrical, plumbing and other systems located within the Property or serving the Property in the manner commercially necessary to maintain the Property in at least as good a condition as exists on the Term Commencement Date.

During the Term the Landlord shall not pay for or be obligated to perform any maintenance or make any repairs, alterations or improvements to the Property, except with respect to those

required as a result of the negligent act or misconduct of the Landlord, the employees, agents, contractors, suppliers and/or other invitees of the Landlord, or any person present at the Property under any right of access granted to the Landlord pursuant to the terms of this Lease or any easement or similar agreement, in any case not otherwise covered by the insurance required to be carried by Tenant under this Lease (whether such coverage is maintained under insurance policies or Tenant's permitted program of self-insurance).

#### **ARTICLE IX. TENANT'S PROPERTY**

The Tenant may, at its sole expense and without the Landlord's consent, place upon the Property equipment, trade or other moveable fixtures, machinery, furniture, partitions, or other tangible and movable personal property owned by the Tenant or leased to the Tenant (collectively, the "**Tenant's Property**").

The Tenant may remove all or any of the Tenant's Property at any time during the Term. On the Expiration Date or earlier termination of the Term, the Tenant shall, at its sole expense, remove all of the Tenant's Property including, without limitation, furniture, equipment, inventory and other unaffixed personal property. If the Tenant removes any of the Tenant's Property, the Tenant shall not be required to remove pipes, wires and the like hidden behind the walls, under the floors, or in the ceilings, provided the Tenant properly cuts, disconnects and caps such pipes (installing shutoff valves therefor) and wires, and seals them off as required by Law. If the Tenant fails to remove any property which the Tenant is required hereby to remove, the Landlord may remove and dispose of the same and the Tenant hereby agrees to pay, within thirty (30) days after receipt of the Landlord's reasonably detailed bill, the total cost incurred by the Landlord within three (3) months after the Expiration Date or earlier termination of the Term to effect such removal and disposition. This Section shall survive the Expiration Date or earlier termination of the Term.

The Landlord and the Tenant agree that if any Governmental Authorities (defined in ARTICLE X) or a utility company shall require the execution and delivery of any instrument to evidence or consummate any rights-of-way for utilities or the like over or under the Property, whether or not for the benefit of the Property, then each will execute, acknowledge and deliver (as the circumstances may require) any such instrument or document without payment being demanded of either party by the other as long as such easement or right of way does not materially interfere with Tenant's use of occupancy of the Property.

The Landlord covenants and agrees that it will join in any and all applications for permits, licenses or other authorization required by any Governmental Authorities having or claiming jurisdiction in connection with the Tenant's use, occupancy and operation of the Property in a manner consistent with the provisions of this Lease, all at the Tenant's sole cost and expense.

#### **ARTICLE X. COMPLIANCE WITH LAW**

At the Tenant's sole cost and expense, the Tenant covenants throughout the Term to promptly comply with all laws and ordinances, with all orders, rules, regulations and requirements issued thereunder, and all provisions of permits, licenses and registrations issued to the Landlord and/or the Tenant (receipt of a copy thereof being a condition to compliance therewith), in each case now or hereafter enacted, promulgated or issued (collectively, the "**Law**" or the "**Laws**"), of all federal, state and municipal governments and appropriate departments, commissions, boards

and officers thereof (collectively, the “**Governmental Authorities**”), in each case to the extent the Law may be applicable to the Property, including condition, use, occupation or operation thereof. The Tenant shall observe and comply with the requirements of all applicable public liability, fire and other policies of insurance at any time in force with respect to the Property which are either (a) purchased by the Tenant or (b) purchased by the Landlord (receipt of a copy thereof being a condition to compliance therewith).

#### **ARTICLE XI. LIENS**

The Tenant shall use its commercially reasonable efforts not to suffer or permit any lien, including, without limitation, mechanics or materialmen’s liens to be filed against the fee estate of the Landlord in the Property, or the Tenant’s leasehold interest therein, by reason of work, labor, services or materials supplied or claimed to have been supplied to or for or on behalf of the Tenant. If any such lien is filed against the Property, the Tenant covenants that it will promptly take appropriate action, at the Tenant’s option, by posting a sufficient bond, discharging the same of record or defending the action begun to foreclose the lien and obtaining a stay of the foreclosure proceeding; provided that in any event Tenant shall cause such lien to be discharged or removed of record within thirty (30) days after receiving written notice of its existence. Upon the Tenant’s failure to comply with this ARTICLE, the Landlord, in addition to any other right or remedy that it may have, may take such action as may be reasonably necessary to protect its interest in the Property.

#### **ARTICLE XII. ASSIGNMENT AND SUBLETTING**

The Tenant shall not mortgage, pledge, hypothecate, encumber, or otherwise transfer this Lease or any interest herein, or any part of the Property.

#### **ARTICLE XIII. TENANT IMPROVEMENT SUITABLE AND REQUIRED FOR USE OF PREMISES**

Tenant intends to use the premises as a construction staging area and an overflow area for staff and for homeless men and women (Clients) whom the adjacent homeless shelter operated by the Tenant is unable to serve. Such use may require significant improvements to the Property in order for it to lawfully be used for said purpose, as well as improvements to the grounds.. By way of illustration only, such improvements to the grounds may include but not be limited to fencing to protect property and the homeless occupants of the Shelter. Subject to a review and approval by the Landlord, which will not be unreasonably withheld, and as to any such leasehold improvements required by code or laws of any controlling jurisdiction or necessary for the Tenant to use the Property as contemplated herein, the Landlord gives its general approval in advance to said leasehold improvements. All such improvements shall be at the sole expense of the Tenant. Landlord makes no warranty in advance that the premises are even suitable to receive such leasehold improvements. At the expiration of this Lease, Tenant will remove at Tenant’s sole costs and expense, the Tenant improvements made by the Tenant unless agreed otherwise in writing with the Landlord. When removing the Tenant improvements, Tenant shall not leave the Premise in poorer condition than when the Tenant commenced occupation and use of the Property.



#### **ARTICLE XIV. DEFAULT AND REMEDIES**

The following events shall be deemed a “**Default**” by the Tenant under this Lease: (1) if the Tenant fails to comply with any of the covenants of this Lease on the Tenant’s part to be performed, and if the Landlord serves a written notice upon the Tenant specifying the nature of the noncompliance and, upon the expiration of thirty (30) days following receipt of such notice, the Tenant does not comply with such covenant, or when the noncompliance complained of shall be of such a nature that the same cannot be completely cured or remedied within thirty (30) days, if the Tenant shall not have diligently commenced to comply with such covenant within the thirty (30) day period, and shall not thereafter with reasonable diligence and in good-faith proceed to remedy or cure the same; or (2) if an event occurs whereupon the Property shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant with Tenant’s consent or authorization and without Landlord’s consent. In each case the Landlord may, by written notice to Tenant, declare a Default and the Landlord may, in its sole discretion, serve a written three (3) days’ notice of termination of this Lease upon the Tenant. Upon the expiration of said three (3) day period, this Lease and the Term shall end and expire as fully and completely as if the date of expiration of said three (3) day period were the day herein definitely fixed for the Expiration Date of the Term, and the Tenant shall then quit and surrender the Property to the Landlord as required by the provisions of this Lease but the Tenant shall remain liable as hereinafter provided.

If the Landlord terminates this Lease and the Term as hereinabove provided in the previous paragraph, the Landlord may, without notice, re-enter the Property in accordance with law and dispossess the Tenant and the legal representatives of the Tenant or other occupants of the Property, by summary proceedings or otherwise, and remove the effects located therein or thereon without being guilty of trespass, eviction or forcible detainer, and hold the Property as if this Lease had not been made.

In case of any reentry and/or dispossession by summary proceedings or otherwise, Tenant shall be liable for such commercially reasonable expenses as the Landlord actually incurs for legal expenses, attorneys’ fees, and removing Tenant’s personal property.

No delay or omission by the Landlord or the Tenant to exercise any right, power or remedy upon the happening of any default by either under this Lease shall impair any such right, power or remedy granted under this Lease, nor shall any such delay or omission be construed as a waiver of any such default.

If the Landlord fails to comply with any of the covenants of this Lease on the Landlord’s part to be performed, and if the Tenant serves a written notice upon the Landlord specifying the nature of the noncompliance and, upon the expiration of thirty (30) days following receipt of such notice, the Landlord does not comply with such covenant, or when the noncompliance complained of shall be of such a nature that the same cannot be completely cured or remedied within thirty (30) days, if the Landlord shall not have diligently commenced to comply with such covenant within the thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure the same, the Tenant may exercise all remedies available to it under this Lease, under the Law or in equity.

#### **ARTICLE XV.**

*[This Article is intentionally left blank.]*

## ARTICLE XVI. INDEMNITY/LIABILITY AND CONSEQUENTIAL DAMAGES

If the Landlord or its representatives, including but not limited to its employees or volunteers (individually “**Indemnified Person**” and collectively “**Indemnified Persons**”), sustain, suffer or incur any Damages (defined below), or if any claim for Damages is made or asserted against an Indemnified Person, then the Tenant shall indemnify, save and hold harmless and defend the Indemnified Persons from and against any and all Damages and claims for Damages, and further, from and against any and all Liabilities (defined below). The Tenant hereby assumes full responsibility for the Damages, claims for Damages and the Liabilities. The word “**Damages**” shall mean any and all damage and injury (including death), of any kind or nature whatsoever, to Persons (whether or not employees of the Landlord) and to property, occurring on the Property, if such damage and/or injury was allegedly caused by or resulted from or arose out of or occurred in connection with (i) the Tenant’s performance or failure to perform its obligations under this Lease or (ii) the negligence or misconduct of the Tenant or its representatives or invitees, or (iii) the presence or operation of the Tenant’s Personal Property that was located on the Property, or (iv) any other matter or event arising from Tenant’s use and occupancy of the Property, including claims made by third parties providing services to Tenant at or in connection with the Property. The word “**Liabilities**” shall mean any and all losses, costs, expenses, and liabilities, including reasonable attorneys’ fees, witness’ fees, court costs and disbursements, that any one or more Indemnified Person(s) may directly or indirectly sustain, suffer of incur as a result of Damages or a claim of Damages.

If the Tenant or its representatives, including but not limited to its employees or volunteers (individually “**Indemnified Person**” and collectively “**Indemnified Persons**”) sustain, suffer or incur any Damages (defined below), or if any claim for Damages is made or asserted against an Indemnified Person, then the Landlord shall indemnify, save and hold harmless and defend the Indemnified Persons from and against any and all Damages and claims for Damages, and further, from and against any and all Liabilities (defined below). The Landlord hereby assumes full responsibility for the Damages, claims for Damages and the Liabilities. The word “**Damages**” shall mean any and all damage and injury (including death), of any kind or nature whatsoever, to Persons (whether or not employees of the Tenant) and to property, occurring on the Property, if such damage and/or injury was allegedly caused by or resulted from or arose out of or occurred in connection with (i) the Landlord’s performance or failure to perform its obligations under this Lease or (ii) the negligence or misconduct of the Landlord or its representatives or invitees. The word “**Liabilities**” shall mean any and all losses, costs, expenses, and liabilities, including reasonable attorneys’ fees, witness’ fees, court costs and disbursements, that any one or more Indemnified Person(s) may directly or indirectly sustain, suffer of incur as a result of Damages or a claim of Damages.

At the sole cost and expense of the Person indemnifying the Indemnified Person (the “**Indemnifier**”), the Indemnifier agrees to assume, on behalf of each of the Indemnified Persons, the defense of, and shall defend the Indemnified Persons against any action, at law or in equity or in any other legal proceeding brought against any one of the Indemnified Persons and alleging Damages or Liabilities. To the extent provided herein, the Indemnifier shall pay on behalf of each and every Indemnified Person the amount of any judgment, decree, award or other order that may be entered against each Indemnified Person in any such action or proceeding. Further, the Indemnifier shall pay all reasonable attorneys’ and witnesses’ fees, court costs and other reasonable

expenses incurred by the Indemnified Persons therefor, including fees, costs and expenses incurred by the Indemnified Persons because the Indemnifier failed to indemnify and defend the Indemnified Persons as herein required. Each Indemnified Person shall have the right but not the obligation to participate in the defense, at its expense and by counsel of its own choosing, and the Indemnifier and its counsel shall cooperate with such Indemnified Person and apprise such Indemnified Person of all proceedings and communications made in connection therewith.

Nothing in this Article shall be construed to require any indemnification which would make this Article void or unenforceable, or to eliminate or reduce any indemnification or rights which an Indemnified Person would otherwise be entitled to by the Law. If any term, paragraph or provision of this Article is found to be void and unenforceable, it shall not thereby invalidate or be construed to invalidate any other term, paragraph or provision contained in this Article or elsewhere in this Contract, all of which shall remain in full force and effect.

Notwithstanding any provision in this Lease to the contrary, the foregoing provisions in this ARTICLE shall not be applicable to any matter addressed in ARTICLE VII. Additionally, neither Party may assert its sovereign immunity from suit as a basis to avoid indemnification against the other party

Neither Party waives, and hereby gives notice of its intent to assert, any applicable governmental immunities in any applicable matter, including but not limited to NRS chapter 41 immunities.

#### **ARTICLE XVII. REPRESENTATIONS**

The Tenant hereby acknowledges that it is fully familiar with the Property and has inspected the Property or caused the Property to be inspected on its behalf, and acknowledges that it hereby accepts the Property in its existing physical condition, “**AS IS,**” “**WITH ALL FAULTS.**” The Tenant hereby acknowledges and covenants that no representations, statements or warranties, either express or implied, have been made by or on behalf of the Landlord to the Tenant in respect of the Property or the physical condition of the Property.

By accepting or approving anything required to be observed, performed or fulfilled by the Tenant or to be given to the Landlord pursuant to this Lease, the Landlord shall not be deemed to have warranted or represented the sufficiency, legality or legal effect of the same, or of any provision or condition thereof, and such acceptance or approval shall not be or constitute any warranty or representation with respect thereto by the Landlord.

#### **ARTICLE XVIII. QUIET ENJOYMENT**

The Landlord covenants and agrees that, so long as the Tenant shall fully, faithfully and timely perform the agreements, covenants and conditions of this Lease on the Tenant’s part to be performed, the Tenant shall and may peaceably and quietly have, hold and enjoy the Property for the Term, without disturbance, hindrance, ejection or molestation by or from the Landlord or any one claiming by, through or under the Landlord, and free of any encumbrance created or suffered by the Landlord.

**ARTICLE XIX. NOTICES**

Any notice, request, communication or demand made under this Lease shall be in writing and shall be considered properly delivered when addressed as hereinafter provided and given or served personally or by registered or certified mail (return receipt requested) and deposited in the United States general or branch post office, or delivered by hand or by overnight express mail service. Any notice, request, communication or demand shall be addressed and given as follows:

**As to Landlord:** Reno Housing Authority  
Attn: Amy Jones, Executive Director  
1525 East Ninth Street  
Reno, NV 89519  
Email: AJones@renoha.org

With a copy to:  
Charles R. Zeh, Esq.  
50 West Liberty Street, Suite 950  
Reno, NV 89501  
Email: crzeh@aol.com

**As to Tenant:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ARTICLE XX.**

*[This Article is intentionally left blank.]*

**ARTICLE XXI. SURRENDER**

On the Expiration Date or earlier termination date of the Term, the Tenant shall peaceably and quietly surrender and deliver the Property to the Landlord in substantially the same condition "AS IS" and "WITH ALL FAULTS" as it was on the Term Commencement Date, except as provided in Article IX and ordinary wear and tear excepted. The Tenant's obligation to reimburse the Landlord for sums incurred by the Landlord to cure a Default by the Tenant and to cause removal of its property shall survive the Expiration Date or earlier termination date.

## **ARTICLE XXII. SIGNS AND NAME**

The Tenant shall not install or permit installation of any signs, sculptures and/or graphics on the Property or on the exterior of the Property without any and all necessary governmental permits and without prior approval of the Landlord, which approval shall not be unreasonably withheld.

## **ARTICLE XXIII. NON-RECOURSE**

The Tenant shall look solely to the Landlord's estate in the Property for the satisfaction of the Tenant's remedies if there is a Default by the Landlord under this Lease, and no other property or assets of the Landlord, disclosed or undisclosed, tangible or intangible, shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Tenant's remedies under or with respect to (a) this Lease, or (b) the relationship of the Landlord and the Tenant hereunder or under the Law, or (c) the Tenant's use, occupancy or operation of the Property. The foregoing limitation on the Landlord's liability shall inure to and be for the benefit of the Landlord and its successors and assigns, the Landlord's Board of Commissioners and successors, respective shareholders, officers, directors, partners, agents, employees and affiliates, if any.

## **ARTICLE XXIV. CONVEYANCE BY LANDLORD**

The word "**Landlord**" as used in this Lease means only the owner for the time being of the Property, so that if there is a transfer of an owner's interest then, subject to the provisions of this ARTICLE, the transferor shall be and hereby is entirely freed and relieved of all covenants and obligations of the Landlord hereunder, excepting only those obligations which accrued prior to the date of transfer. Within ten (10) days after the transfer the Landlord shall deliver to the Tenant an agreement between the Landlord, as transferor, and the transferee, in which the transferee has agreed to assume the covenants and obligations of the Landlord set forth in this Lease, beginning on the date of such transfer, but not before.

## **ARTICLE XXV. MISCELLANEOUS**

*Relationship of the Parties.* Nothing contained in this Lease shall be construed in any manner to create any relationship or joint venture between the Landlord and the Tenant other than the relationship of landlord and tenant. Without limitation, the Landlord and the Tenant shall not be considered partners or coventurers for any purpose on account of this Lease.

*Partial Invalidity.* If any covenant, condition or provision of this Lease, or the application thereof to any Person or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such covenant, condition or provision to any other Person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the Laws.

*Binding Agreement.* Each of the covenants, provisions and conditions of this Lease shall apply to, bind and inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns and all Persons claiming by, under or through any of them.

*Modification.* None of the provisions of this Lease may be changed, waived, modified, discharged or terminated except by instrument in writing executed by the Landlord and the Tenant and delivered by each to the other.

*No Third Party Beneficiary.* The covenants, provisions and conditions of this Lease are intended solely and exclusively for the benefit of the parties hereto and their respective representatives, successors and permitted assigns, and no other Person shall have standing to require the satisfaction of any of the same or be entitled to assume strict compliance with the provisions hereof or be deemed to be a beneficiary of any of such covenants, provisions or conditions.

*Captions and Headings.* The captions and headings contained in this Lease are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the provisions hereof.

*Counterparts.* This Lease may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all counterparts shall, together, constitute one and the same instrument.

*Rules of Interpretation.* This Lease shall be strictly construed neither against the Landlord or the Tenant; each provision hereof shall be deemed both a covenant and a condition running with the Land; except as otherwise expressly provided in this Lease and the EXHIBITS and other ATTACHMENTS, the singular includes the plural and the plural includes the singular; a reference to an agreement or other contract includes supplements and amendments thereto to the extent permitted by this Lease; a reference to the Law includes any amendment or supplement to them; a reference to a Person includes its permitted successors and assigns; accounting provisions have the meanings assigned to them by generally accepted accounting principals and practices applied on a consistent basis; the words “such as,” “include,” “includes” and “including” are not limiting; except as specifically agreed upon in this Lease, any right may be exercised at any time and from time-to-time and all obligations are continuing obligations throughout the Term; in calculating any time period, the first day shall be excluded and the last day shall be included; all days are calendar days unless otherwise specified; when used in this Lease with its initial letter capitalized, a word shall be given the meaning assigned to it in this

Lease; the words “**Landlord**” and “**Tenant**” shall include the representatives, employees and directors of each unless otherwise specifically excluded; the words “**Affiliate**” means a Person, directly or indirectly, through one or more intermediaries, controlled by the Tenant or the Landlord or under common Control with the Tenant or the Landlord; the word “**Control**” means with respect to a Person, the right to exercise, directly or indirectly, whether through voting shares or otherwise, the power to direct or cause the direction of the management and policies of the controlled Person, and the word “**Person**” means an individual, partnership, trust, corporation, firm or other entity, including its permitted assigns and successors.

*Governing Laws.* This Lease shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to the principles of conflicts of Laws thereof. Venue shall be any court of appropriate jurisdiction sitting in Washoe County, State of Nevada.

*Access to Property.* To the extent allowed by law, the Landlord shall have the right to enter the Property upon 24 hours advance oral or written notice.

*No Waiver.* No act or omission shall be deemed a waiver of any right or remedy under this Lease unless such waiver is set forth in writing signed by the party against whom such waiver is

asserted. No waiver by either party of any provision hereof shall be deemed to have been made unless made in writing.

*Separability.* Each provision hereof shall be separate and independent and the breach of any such provision shall not discharge or relieve either party hereto from its respective obligations to perform each and every covenant to be performed by it hereunder.

*Excusable Delay.* Whenever a party hereto is required by the provisions of this Lease to perform an obligation and such party is prevented beyond its reasonable control from doing so by reason of an Excusable Delay, such party shall be temporarily relieved of its obligation to perform, provided it promptly notifies the other party of the specific delay and exercises due diligence to remove or overcome it. The words “**Excusable Delay**” shall mean, but not be limited to, any delay due to strikes, lockouts or other labor or industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; pandemic, act of the public enemy; war, riot, sabotage, blockade or embargo; failure or inability to secure governmental permits, materials, supplies or labor through ordinary sources by reason of shortages or priority or similar regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of one party hereto which prevents the party claiming delay from complying or which materially and adversely interferes with the claiming party’s ability to comply with an obligation under this Lease on its part to be performed.

*Landlord’s Title.* Unless the Landlord agrees to the contrary in its sole discretion, the Landlord’s title is and always shall be paramount to the Tenant’s interest in this Lease, and nothing herein contained shall empower the Tenant to do any act which shall encumber the Landlord’s title.

*Waiver of Trial by Jury.* The Landlord and the Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease.

*Entire Agreement.* This Lease, including all Exhibits and other attachments attached herein and hereby made a part hereof and contain the entire agreement of the Landlord and the Tenant with respect to the matters stated herein.

*Consequential Damages.* Notwithstanding any provision in this Lease to the contrary, in no event shall the Landlord or the Tenant be liable to the other or a third-party under this Lease for any consequential, special, punitive or indirect damages, including lost data, lost property, lost profit or opportunity, or increased business operating costs (whether temporary or permanent) of the other party; provided, that in the event that a third-party recovers, by legal proceedings, from Landlord or Tenant any consequential damages in connection with any matter for which the other party is required to provide indemnification, such indemnification shall include the amount of such consequential damages awarded to such third-party. This Section shall survive the Expiration Date or earlier termination of the Term.

**IN WITNESS WHEREOF**, this Lease has been executed by the duly authorized representatives of the parties hereto as of the day and year first above written.

**LANDLORD:**

The Housing Authority of the City of Reno

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

Its: \_\_\_\_\_

**TENANT:**

County of Washoe, State of Nevada

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

Its: \_\_\_\_\_