

**TRIPLE NET COMMERCIAL LEASE AGREEMENT  
(Whispering Road)**

THIS TRIPLE NET COMMERCIAL LEASE AGREEMENT (“Lease”) is made and entered into as of the 1<sup>st</sup> day of December, 2024 (“Effective Date”), by and between WHISPERING ROAD INVESTMENTS, LLC, a Nevada limited liability company (“Landlord”), and Truckee Meadows Fire Protection District. (“Tenant”).

SUMMARY OF BASIC LEASE INFORMATION

<u>TERMS OF LEASE</u>	<b><i>DESCRIPTION</i></b>
1. Date:	November 1, 2024
2. Premises:	
2.1 Premises:	The entire premises (“ <u>Premises</u> ”) consist of approximately two thousand, seven hundred (2,700) square feet of flex commercial space located in Suite # 101, 102 & 103 of the building known as Building 6, 1365 Quilici Ranch Road and a 60 foot long by 20 foot wide (1,200 sq ft) secured outdoor parking area as set forth in <b><u>Exhibit B</u></b> to the Lease.
2.2 Building:	The “ <u>Building</u> ” consists of Building #6, improvements and common areas located in the Center commonly known as 1365 Quilici Ranch Road, Verdi, Washoe County, Nevada .
3. Lease Term (Article 2)	
3.1 Length of Term:	The Length of Term for the Premises shall be sixty (60) whole calendar months, together with any fractional month occurring at the beginning of the Lease Term.
3.2 Lease Commencement Date	December 15, 2024.
3.3 Lease Expiration Date:	Premises: The last day of the 60th full calendar month of the Lease Term, unless terminated earlier in accordance with the Lease.
4. Base Rent (Article 3):	
4.1 Base Rent Commencement Date:	Base Rent shall commence on the Lease Commencement Date (“Base Rent Commencement Date”).

- 4.2 Monthly Amount Due: Four Thousand Two Hundred Ninety-three Dollars (\$4,293.00) per month (\$1.59/sq ft, 2,700 sq ft) for the Building space and Five Hundred Twenty-eight (\$528.00) per month (\$0.44/sq ft, 1,200 sq ft) for the Secured Outdoor Storage space.
- 4.3 Rent Payment Address: 3545 Airway Dr., Ste. 113, Reno, Nevada 89511: Checks payable to "Whispering Road Investments."
- 4.4 Base Rent Adjustment: Base Rent shall increase annually on each anniversary of the Lease Commencement Date as provided in this Section 4.4. The base for computing the increase (the "Beginning Index") is the Consumer Price Index for all Urban Customers (1982/84=100 All Items) U.S. City Average ("Index") or such substitute Index specified below) which is in effect on the date three (3) months prior to the Lease Commencement Date. The Index published and in effect on the date three (3) months prior to the applicable Adjustment Month (the "Comparison Index") is used in determining the amount of the increase from one (1) twelve (12) month period to the next. The Base Rent due for the period commencing on the first (1<sup>st</sup>) day of each Adjustment Month and ending on the day immediately prior to the next succeeding Adjustment Month or the expiration of the Lease Term, as applicable, shall be increased by multiplying the Base Rent amount specified in Section 4.2 by a fraction, the numerator being the applicable Comparison Index and the denominator the Beginning Index. Notwithstanding the foregoing, however, in no event shall the amount of Base Rent for next twelve (12) month period be less than two and one-half percent (2.5%) nor more than seven percent (7%) of the Base Rent for the immediately preceding twelve-month (12) month period, calculated on a cumulative basis. If after this Lease is executed, the Index is discontinued or revised, Landlord reserves the right to use a conversion factor, formula or table as may be published by the Bureau of Labor Statistics or a different Index in order to obtain substantially the same result as reasonably determined by Landlord. Landlord will give Tenant notice of each such increase by written invoice, however, failure of Landlord to give such

notice shall not be construed as a waiver of the increase and any such increased amount shall accrue as Base Rent.

5. Additional Rent (Article 4):

5.1 Parking: Four dedicated parking spaces in front of leased space at no charge. Additional parking will be subject to charge. Any additional parking must be approved by owner. Unauthorized parking can lead to termination of this lease.

5.2 Operating Expenses: Rent is based on a triple net structure. Tenant shall pay the full amount of Tenant's Share of Operating Expenses commencing on the Base Rent Commencement Date. Cumulative annual increases to Controllable Expenses (described below) will not exceed 5%. Tenant shall pay separately metered utilities for the entire Lease Term and shall pay separately for snow removal. Tenant shall also pay Commercial Water Service Fee (up to 2000 gallons per month) = \$130/ month; Commercial Septic System Service Fee \$100/ month.

5.3 Tenant's Share: Based on the ratio that the Premises square footage bears to all the total square footage of all leased premises from time-to-time within the Project.

6. Permitted Use (Article 5):

Tenant shall utilize the Property as office and shop for operation of its WILDLAND FIREFIGHTERS HEADQUARTERS business and related operations, including but not limited to, ancillary inside and outside parking as permitted by zoning. Tenant shall be allowed to occupy the 60' long x 20' wide secured outdoor parking space (As Shown in Exhibit A). Such occupancy shall be subject to all of the provisions of this Lease. Tenant will be responsible for the removal of snow within the secured space. Additionally, the "secured outdoor parking" must be kept neat and clean, free of garbage and clutter. Any spills or leaks onto the property need to be reported immediately.

7. Security Deposit (Article 25): Four Thousand Eight Hundred Twenty-One Dollars (\$4,821.00).
8. Notice Address of Tenant (Section 27.15): Truckee Meadows Fire Protection District  
Attn: Fire Chief  
3663 Barron Way  
Reno, NV 89511  
Email: TMFPD-APp@tmfpd.us
9. Notice Address of Landlord (Section 27.15): Whispering Road Investments  
P.O. Bo 34658  
Reno, Nevada 89533  
Attn: Ryan Kautz  
Email: info@rkcontractorsinc.com
10. Broker(s) (Section 27.20): Tenant: None  
Landlord: None
11. Tenant Improvement Allowance: N/A.
12. Guaranty: None.
13. Exhibits: The following Exhibits are attached to this Lease, incorporated herein by this reference, and made a part hereof, as if set forth in full herein:  
Exhibit A -Description of Premises  
Exhibit B -Site Plan of Project  
Exhibit C -Landlord's Work  
Exhibit D - Construction Provisions  
Exhibit E - No Further Action Letter

**ARTICLE 1**  
**GRANT OF LEASE**

**1.1 Premises, Building, Project and Common Areas.**

1.1.1 **The Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2.1 of the Summary (the "**Premises**"). The outline of the Premises is set forth in **Exhibit A** attached hereto and the Premises shall have approximately the number of square feet of rentable area as set forth in Section 2.1 of the Summary. The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions required of it and that this Lease is made upon the condition of such performance. The parties hereto hereby acknowledge that the purpose of **Exhibit B** is to show the approximate location of the Premises and Building, as that term is defined in Section 1.1.2, below, only, and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises, the precise area thereof or the specific location of the "**Common Areas**," as that term is defined in Section 1.1.3, below, or the elements thereof or of the access ways to the Premises or the "**Project**," as that term is defined in Section 1.1.2, below. Except as specifically set forth in this Lease and in the description of the Landlord's Work attached hereto as **Exhibit C**, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises for the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease and the Landlord's Work. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises/ Building were at such time in good and sanitary order, condition and repair, provided, latent conditions that are discovered following taking possession shall be subject to the respective maintenance and repair obligations of the parties set forth in this Lease.

1.1.2 **The Building and The Project.** The Building consists of the total square footage of rentable area of the Project set forth in Section 2.2 of the Summary (the "**Building**"). The term "**Project**," as used in this Lease, shall mean the Building, Common Areas external to the Building including the land (which is improved with landscaping, parking facilities and other improvements) upon which the Building and the external Common Areas are located.

1.1.3 **Common Areas.** Tenant shall have the non-exclusive right to use in common with other tenants and occupants of the Project, and subject to the rules and regulations referred to in Article 5 of this Lease, those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project, including without limitation parking areas, driveways, landscaping, on-site water and septic systems (such areas, together with such other portions of the Project designated by Landlord, in its discretion, including certain areas designated to be shared by Landlord and certain tenants, are collectively referred to herein as the "**Project Common Areas**"). The manner in which the Project Common Areas are maintained and operated shall be at the sole discretion of Landlord and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may make from time to time. Landlord reserves the rights to close temporarily, make alterations or additions to, or change the location of elements of the Project Common Areas, and to designate portions of the Project Common Area for exclusive use by any party designated by Landlord.

**1.2 Verification of Rentable Square Feet of Premises and Building.** For purposes of this Lease, "rentable square feet" and "rentable area" of the Premises shall be deemed the same as set forth in Section 2.1 of the Summary and shall not be subject to re-measurement or modification after the Lease Commencement Date.

**1.3 Delivery of Possession.** The date upon which the Premises is available for occupancy shall be referred to as the "**Possession Date**".

**1.4 Condition of Premises.** The following provision shall apply to the condition of the Premises upon delivery of possession by Landlord:

**1.4.1 Landlord's Work.** Landlord shall deliver a turn-key space in accordance with the agreed plan and scope of work in the Landlord's Work (the "**Landlord's Work**"). Landlord warrants to Tenant that the plumbing, fire sprinkler system, lighting, and heating systems, in the Premises, other than those installed by Tenant, shall be in good operating condition upon delivery of possession of the Premises. Tenant acknowledges that evaporative swamp coolers are not currently included but may be added at an additional expense to Tenant. Any additional work approved and performed by Landlord at Tenant's request other than the Landlord's Work shall be paid by Tenant at Landlord's cost plus five percent (5%) administrative fee. Other than the foregoing Landlord's Work, Landlord shall deliver the Premises as-is on the anticipated Possession Date.

**1.4.2 Other Representations or Warranties.** Except as expressly set forth in this Lease, Tenant shall accept the Premises "as is" upon delivery of possession by Landlord, and Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representations or warranties (express or implied) with respect to the following (collectively, the "**Project Conditions**"): (i) the physical condition of the Premises or the Project; (ii) the fitness of the Premises or the Project for Tenant's intended use, including, without limitation the economic or marketing feasibility of the Premises or the Building, vehicular and pedestrian traffic or customer counts and customer demographics, or permissible uses under City code; and (iii) the presence of any other tenants or owners within the Project, whether currently or in the future. Tenant and Landlord shall memorialize in writing those mutually agreed commercially reasonable items for which Landlord will be responsible to repair promptly after the Possession Date ("**Punch List**"). Subject to the Landlord's prompt completion of the Punch List items and subject to the respective maintenance and repair obligations of the parties set forth in this Lease, Tenant represents and warrants that tenant has made its own inspections, investigations, and inquiries regarding the Project Conditions and is not relying on any representations or warranties of Landlord or any agent of Landlord with respect thereto.

**1.5 Surrender of Premises.** On the expiration or earlier termination of the Lease Term, Tenant shall: (i) surrender possession of the Premises to Landlord "broom clean" and in good condition, ordinary wear and tear excepted; (ii) deliver to Landlord all keys for the Premises; and (iii) otherwise comply with all of Tenant's obligations regarding the condition of the Premises at such time under any other provisions of this Lease. Tenant shall remove all its personal property

and may, but shall not be required to, remove its computer and telecommunications wiring, cable and other equipment on the expiration or earlier termination of the Lease Term.

## **ARTICLE 2** **LEASE TERM**

**2.1 Lease Term.** The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease (the "**Lease Term**") shall be as set forth in Section 3.1 of the Summary, shall commence on the date set forth in Section 3.2 of the Summary (as to the Premises, the "**Lease Commencement Date**"), and shall terminate on the date set forth in Section 3.3 of the Summary (the "**Lease Expiration Date**") unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each calendar year or fraction thereof occurring during the Lease Term. At any time during the Lease Term, Landlord may deliver to Tenant a notice as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within five (5) business days after receipt thereof.

**2.2 [Intentionally omitted.]**

## **ARTICLE 3** **BASE RENT**

**3.1 Base Rent.** Commencing on the date set forth in Section 4.1 of the Summary (the "**Rent Commencement Date**"), Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the address set forth in Section 4.3 of the Summary, or, at Landlord's option, at such other place as Landlord, may from time to time designate in writing, by a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in equal monthly installments as set forth in Section 4 of the Summary in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever. If any Rent payment date (including the Base Rent Commencement Date) falls on a day of the month other than the first day of such month or if any payment of Rent is for a period which is shorter than one month, the Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis. The Base Rent shall be adjusted on each anniversary of the Lease Commencement Date as set forth in Section 4.4 of the Summary. Any installment of rent or any other charge payable which is not paid within ten (10) business days after it becomes due will be considered past due and Tenant will pay to Landlord as Additional Rent a late charge equal to the product of five percent (5%) times the amount of such installment amount due, or the sum of one hundred dollars (\$100.00), whichever is greater, plus monthly interest at the rate of the variable Prime Rate "Prime", plus six percent (6%) per annum as charged by Bank of America, Nevada, or the maximum legal interest rate, whichever is less, for each month or fractional month transpiring from the date due until paid. A twenty-five dollar (\$25.00) handling charge will be paid by Tenant to Landlord for each returned check and, thereafter, Tenant will pay all future payments of rent or other charges due by money order or cashier's check. In the event a late charge is assessed for three (3) consecutive rental periods, whether or not it is collected, the Rent shall without further notice become due and payable

quarterly in advance notwithstanding any provision of this Lease to the contrary. If Tenant shall be served with a demand for the payment of past due rent, any payments tendered thereafter to cure any default by Tenant shall be made only by cashier's check.

3.2 **[Intentionally omitted.]**

**ARTICLE 4**  
**ADDITIONAL RENT**

**4.1 General Terms.** In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay "Tenant's Share" of annual "Operating Expenses", as those terms are defined in Sections 4.2.1 of this Lease. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, are agreed by Landlord and Tenant to be additional rent and are hereinafter collectively referred to as the "**Additional Rent**," and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**." Unless otherwise provided herein, all amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent.

**4.2 Definitions of Key Terms Relating to Additional Rent.** As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "**Operating Expenses**" shall mean the following costs and expenses incurred by Landlord in connection with the ownership, management, maintenance, repair, replacement, or operation of the Project but excluding all costs and expenses described in Section 4.2.6 below:

(i) Costs relating to the operation, repair, maintenance, in neat, clean, good order and condition, and replacement of the following:

(aa) The Common Areas and Common Area improvements, including the parking areas, driveways, sidewalks, maintenance areas, loading and receiving areas, trash areas, signs, irrigation systems, HVAC systems, Common Area lighting facilities, gates, fences, doors, roofs, exterior walls of the Building, Building systems and roof drainage systems, and landscaped areas of the Common Areas;

(bb) Any tenant directories.

(cc) Any potable water system, septic and fire sprinkler systems;

(dd) All other areas and improvements that are within the exterior boundaries of the Project but are outside the Premises and/or any other space occupied by a tenant of the Project.

(ii) The cost of water, gas, electricity, telephone, internet service and other utilities to or for the Common Areas and any utilities not separately metered;

(iii) The cost of trash disposal, exterior pest control and janitorial services, property management other than by Landlord's personnel, security services, the cost to repaint the exterior of any structures and the cost of any environmental inspections for the Common Areas and Building.

(iv) Reasonable reserves set aside for maintenance and repair of Common Areas and Common Area equipment. Landlord agrees to pay any repair any maintenance costs first from available reserve(s), if any.



- (v) Any property taxes or assessments imposed against the Project;
- (vi) The cost of obtaining and maintaining all insurance required of Landlord under this Lease;
- (vii) Any deductible portion of an insured loss concerning the Building or the Common Areas;
- (viii) Auditors', management, administrative, billing, accountants' and attorneys' fees and costs related to the operation, maintenance, and repair of the Project (and excluding all amounts for compensation of personnel not performing work on the Project);
- (ix) All other expenses, costs and amounts of every kind or nature which: (a) Landlord pays or incurs because of or in connection with the ownership, management, maintenance, security, repair, restoration or operation of the Project, or any portion thereof; and (b) which are not properly chargeable specifically to one or more tenants of the Project.

4.2.2 **"Tenant's Share"** shall mean the percentage set forth in Section 5.3 of the Summary.

4.2.3 **Payment of Tenant's Share of Operating Expenses.** Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of Operating Expenses as follows: Tenant shall pay to Landlord monthly together with each payment of Monthly Rent an amount that Landlord estimates to be one-twelfth (1/12) of Tenant's Share of Operating Expenses for each calendar year during the Lease Term. Such amount as of the execution of this Lease is included in the amount set forth in Section 5.2 of the Summary. Landlord may adjust the amount of such monthly payment from time to time by at least thirty (30) days advance written notice to Tenant and Tenant shall pay such adjusted amount beginning with Tenant's next monthly payment of Monthly Rent. Landlord shall deliver to Tenant a written statement of the actual amount of Tenant's Share of Operating Expenses for each calendar year during the Lease Term after the end of each such year. If Tenant has underpaid Tenant's Share of Operating Expenses during the preceding calendar year, as shown on Landlord's statement, Tenant shall pay the difference to Landlord within thirty (30) days following delivery of such statement. If Tenant has overpaid Tenant's Share of Operating Expenses, such overpayment shall be credited to Tenant's next monthly estimated payment(s) of Operating Expenses. Should reimbursement be required after the expiration of the Lease Term, Landlord shall pay Tenant within thirty (30) days of receipt of the Tenant's Share of "Operating Expenses" statement. Tenant's Share of Operating Expenses shall be pro-rated for any partial calendar year during the Lease Term. Landlord shall endeavor to deliver such statement on or before April 30th of each calendar year. However, Landlord's failure to deliver such statement on or before April 30th shall not waive Tenant's obligation to pay any underpayment of Tenant's Share of Operating Expenses for the previous calendar year according to the terms of this Section.

4.2.4 **Tenant's Right to Audit.** Tenant shall have the right to audit Landlord's CAM expense statements not more than one (1) time per Lease Year during the Lease Term at Tenant's sole costs and expense. Landlord agrees to reimburse Tenant for all reasonable direct expenses related to an audit if a discrepancy of Tenant's overpayment exceeding five percent (5%) or more is discovered. Each party shall promptly pay to the other any amounts revealed to have been overpaid by a party.

4.2.5 **Tenant's Share.** Tenant's Share shall be calculated by dividing the square footage of the Premises by the total square footage of leased buildings in the Center.

4.2.6 **Operating Expenses Exclusions.** Notwithstanding any provision of this Lease to the contrary, Operating Expenses shall not (for purposes of calculating Tenant's Share of Operating Expenses) include: (a) depreciation of any improvements within the Project or of any personal property; (b) costs of repairing and replacing to the extent that proceeds of insurance or condemnation awards are received therefor, and/or to the extent such costs are the responsibility of other tenants and occupants of the Project; (d) leasing commissions, finder fees, attorneys' fees and other expenses related to obtaining occupancy of leasable space and/or constructing improvements for the sole benefit of occupants and tenants of the Project other than Tenant (Landlord will allocate all such costs solely to such other occupants and tenants); (e) expenses for repairs or maintenance related to the Project which have been reimbursed to Landlord pursuant to warranties or service contracts, and/or pursuant to agreements with third parties such as other Project occupants and tenants; (f) principal payments, interest, lending fees and related costs and expenses of indebtedness secured by liens against the Project and/or any portion thereof, and all such items with regard to all refinancing of such indebtedness; (g) bad debt loss, rent loss, reserves for bad debts or rent loss; and (h) costs arising from the negligence and/or willful misconduct of Landlord, its agents, employees, vendors, contractors, and/or providers of materials and/or services.

4.3 **Participating Rent.** *INTENTIONALLY OMITTED.*

4.4 **Taxes and Other Charges for Which Tenant Is Directly Responsible.**

4.4.1 **Taxes.** Tenant shall be liable for and shall pay ten (10) days before delinquency, taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

4.5 **Parking.** Parking shall be provided pursuant to City of Reno municipal code. Tenant's use of the Common Areas shall include the non-exclusive right to park in common with other tenants and occupants of the Project in the parking areas designated by the Landlord from time to time. Landlord may designate specific parking areas to the Tenant in its sole discretion. Other parking spaces shall be reserved solely to other tenants and occupants of the Project or otherwise made available, in Landlord's discretion, on a non-exclusive basis. Landlord may request Tenant provide a list of all license numbers for the cars owned by Tenant, its agents and employees. Tenant shall not overburden said parking areas, and Tenant shall cooperate with the Landlord and other tenants and occupants of the Project in the use of

said parking areas. Tenant shall require its employees to not park directly in front of other Buildings in the Project.

## **ARTICLE 5**

### **USE OF PREMISES**

**5.1 Permitted Use.** Tenant shall use the Premises solely for the Permitted Use set forth in Section 6 of the Summary and Tenant shall not use or permit the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's reasonable sole discretion.

**5.2 Prohibited Uses.** Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to or in violation of the laws of the United States of America, the State of Nevada, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project) including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect. Tenant shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Project. Tenant shall not use, occupy, or permit the use or occupancy of any portion of the Premises or Project by Tenant or any subtenant, licensee, permittee, agent, or any other person in any manner that would a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation, any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical or personal purposes) or any law relating to the medicinal use or distribution of marijuana, whether local or federal.

## **ARTICLE 6**

### **SERVICES AND UTILITIES**

**6.1 Tenant's Responsibility.** Tenant will pay for all water, sanitary sewer, gas, electricity, trash and other utilities used in the Premises. Utility services provided to the Building and Common Areas will be provided at Landlord's actual direct cost for administrative, accounting and billing expense, and included in Operating Expenses. Tenant shall be responsible for the cost of any fees associated with Tenant or Tenant's improvements, including but not limited to tap fees and any other costs which may be levied by any utility service for providing service to the Premises not otherwise included in Landlord's Work. Tenant shall cooperate with Landlord in good faith and use commercially reasonable efforts to conserve utility use and minimize Landlord's expenses arising in connection with the utilities and services set forth in this Section 6.1 during and outside normal business hours.

**6.2 Interruption.** No interruption or malfunction of any utility services (including, without limitation, interruption of such utilities as a result of the enactment or promulgation, regardless of the ultimate validity or enforceability thereof, of any federal, state or local law, statute, ordinance, decree, order, guideline or regulation now or hereafter enacted or promulgated by any governmental, quasi-governmental, regulatory or executive authority) shall constitute an eviction or disturbance of Tenant's use and possession of the Premises or a breach by Landlord of any of its obligations hereunder or render Landlord liable for

any damages (including, without limitation, consequential or special damages) or entitle Tenant to be relieved from any of its obligations hereunder (including the obligation to pay rent) or grant Tenant any right of off-set or recoupment, except where such interruption is caused by Landlord's fault. In the event of any such interruption of any such services, Landlord shall use reasonable diligence to restore such service in any circumstances in which such interruption is caused by Landlord's fault.

## **ARTICLE 7**

### **REPAIRS AND MAINTENANCE**

**7.1. Landlord Responsibility.** Landlord will keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, signs and underground utility systems (including triple basin and septic systems) serving the Building in a manner generally consistent with the maintenance and repair of similar properties in the area in which the Premises are located. Landlord shall provide building standard lamps and ballasts and all replacements thereto on the exterior of the Premises, and all lamps and ballasts and replacements thereof in all portions of the Common Areas (including all toilet and restroom areas if common for use in the Project). Landlord shall deliver the Premises with HVAC system, plumbing systems, and electrical systems in good condition and repair, with any remaining original warranties from time of installation. All such lamps, ballasts and replacements at all times shall be owned by Landlord. Replacement of lamps, bulbs, tubes, starters and ballasts in the Premises shall be undertaken as necessary by Tenant at Tenant's expense. Except as set forth in the Landlord's Work, Landlord shall not be obligated to paint the exterior or interior surfaces nor shall Landlord be obligated to maintain, repair or replace windows, window coverings, doors or plate glass of the Premises. Except where resulting from damage due to the negligent acts or omissions of Tenant or its invitees, Landlord shall be responsible for costs of maintenance and repair of all building systems, HVAC systems, plumbing systems, and electrical systems in the Building which costs shall be included in Operating Expenses subject to reimbursement.

**7.2 Tenant Responsibility.** Tenant shall, at its sole cost and expense and at all times: (i) keep the interior of the Premises (including yard area) and all interior walls and wall coverings, floor coverings, lighting fixtures and bulbs, interior and exterior doors, and window blinds of the Premises in good order, condition and repair; (ii) maintain and repair and keep in good order, condition and repair (to the extent exclusively serving the Premises) all building systems, HVAC system, plumbing systems, and electrical systems in the Building up to but not to exceed an annual aggregate cap of \$7,500; (iii) keep the interior glass surfaces of the Premises clean; (iv) keep the Premises free of insects, rodents, vermin and other pests; (v) keep all garbage, trash, rubbish and other refuse in proper refuse containers provided by Tenant (subject to Landlord reasonable approval), keep such refuse containers in an area outside the Premises designated by Landlord for such use (or a trash room maintained by Tenant inside the Building); (vi) contract with a cleaning company to provide regular janitorial service to the Premises (unless Landlord contracts for such service for the entire Building, as a Common Area expense); and (vii) contract with a company to provide at least quarterly servicing of HVAC systems in the Building that exclusively serve the Premises and provide Landlord records of quarterly service, provided Landlord in its discretion may elect to contract for such servicing and include it in the Operating

Expenses. The standard for comparison and need of repair shall be the condition of the Premises on the delivery of possession of the Premises to Tenant. Tenant will, at Tenant's expense but subject to the prior approval of Landlord, make all repairs, perform all maintenance and provide all renewals and replacements at the Premises, necessary to comply with the foregoing. Under no circumstances shall Tenant be obligated to make any repair or replacement which shall be deemed capital in nature according to generally accepted accounting principles as determined by Landlord's accountant.

At Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including a percentage of the cost thereof (to be uniformly established for the Building and/or the Project) sufficient to reimburse Landlord for all overhead, general conditions, fees and other reasonable costs or expenses arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements or additions to the Premises or to the Project or to any equipment located in the Project as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree.

## **ARTICLE 8**

### **ADDITIONS AND ALTERATIONS**

**8.1 Landlord's Consent to Alterations.** Tenant may not make any improvements, alterations, additions or changes to the Premises in excess of \$2,500.00 or any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises or any signage on or pertaining to the Premises (collectively, the "**Alterations**") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld, conditioned, or delayed by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which adversely affects the structural portions or the systems or equipment of the Building or is visible from the exterior of the Building.

**8.2 Manner of Construction.** Landlord may impose, as a condition of its consent to any and all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that upon Landlord's request, Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any early termination of the Lease Term, and the requirement that all Alterations conform in terms of quality and style to the building's standards established by Landlord. If such Alterations will involve the use of or disturb hazardous materials or substances existing in the Premises, Tenant shall comply with Landlord's rules and regulations concerning such hazardous materials or substances. Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, all in conformance with Landlord's construction rules and regulations, and the construction provisions in **Exhibit D** attached hereto. In the event Tenant performs any Alterations in the Premises which require or give rise to governmentally required changes to the "Base Building," as that term is defined below, then Landlord shall, at Tenant's expense, make such changes to the Base Building. The "Base Building" shall include the structural portions of the Building, and the public restrooms and the systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as

not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project. Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Building or the Common Areas.

**8.3 Payment for Improvements.** If payment is made directly to contractors, Tenant shall comply with Landlord's requirements for final lien releases and waivers in connection with Tenant's payment for work to contractors. Pursuant to NRS 108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS 108.2403 with respect to any work or alteration Tenant performs or causes to be performed at the Premises, including, without limitation, the Tenant's Work and any other Alterations. Tenant acknowledges the requirements thereunder with respect to Tenant's recording of a notice of posted security in the Official Records of Washoe County, Nevada, in accordance with NRS 108.2403, and either (i) establishing a construction disbursement account pursuant thereto or (ii) furnishing and recording, in accordance therewith, a surety bond for the prime contract for Tenant's work that meets the requirements of NRS 108.2415. The parties acknowledge that Landlord is intended to be a "disinterested owner" as defined in NRS' 108.234(7) with respect to all of Tenant's Work, Alterations, or any other work of construction, alteration, or repair of any improvement on the Premises. Accordingly, Tenant shall comply with all requirements set forth in NRS 108.2403 and 108.2407. Without limiting the generality of the forgoing, prior to commencing any of Tenant's Work, Alterations, or any other work of construction, alteration, or repair of any improvement on the Premises, Tenant shall deliver to Landlord (i) a conformed copy of the recorded notice of posted security recorded pursuant to NRS 108.2403(1)(a), containing the information required by NRS 108.2403(2) and showing the County Recorder's applicable recording information; (ii) written evidence confirming that Tenant has either established such construction disbursement account or obtained and recorded such surety bond pursuant to NRS 108.2403(1)(b); and (iii) the name, address, and telephone number of Tenant's prime contractor for such work, which shall be delivered within five (5) days of Tenant and such prime contractor entering into a contract for such work. Tenant may not enter the Premises to begin initial construction on Tenant's Work until Tenant has delivered evidence satisfactory to Landlord that Tenant has complied with the terms of this Section 8.3.

**8.4 Construction Insurance.** In addition to the requirements of Article 14 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant or Tenant's contractor carries "**Builder's All Risk**" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 14 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee.

**8.5 Landlord's Property.** All Alterations, improvements, fixtures, equipment and/or appurtenances which may be installed or placed in or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord, except that Tenant may remove any

Alterations, improvements, fixtures and/or equipment which Tenant can substantiate to Landlord have not been paid for with any Tenant improvement allowance funds provided to Tenant by Landlord, provided Tenant repairs any damage to the Premises and Building caused by such removal and returns the affected portion of the Premises to a building standard tenant improved condition as reasonably determined by Landlord consistent with the standard condition of other premises provided by Landlord in the Building. Furthermore, Landlord may, by written notice received by Tenant no less than fifteen (15) days prior to the end of the Lease Term, or given following any earlier termination of this Lease, require Tenant, at Tenant's expense, to remove any Alterations or improvements in the Premises, and to repair any damage to the Premises and Building caused by such removal and return the affected portion of the Premises to a building standard tenant improved condition as existed on the Lease Commencement Date. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the Premises, which obligations of Tenant shall survive the expiration or earlier termination of this Lease.

## **ARTICLE 9**

### **LAWS AND REGULATIONS**

**9.1 General.** At its sole cost and expense, Tenant (on behalf of itself and its employees, contractors, invitees and agents) will promptly comply with all Laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Commencement Date, with the requirements of any board of fire underwriters or other similar body constituted now or after the date of this Lease, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises.

**9.2 Hazardous Materials.**

(a) For purposes of this Lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 92 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

(b) Tenant will not cause, authorize or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises or the Project by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Project to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from

any Hazardous Materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located in, on, or about the Building, to their condition existing prior to the introduction of Hazardous Materials by Tenant, its agents, employees or contractors. Tenant's obligations under this Article 9 will survive the expiration or other termination of this Lease

(c) Tenant shall indemnify and hold Landlord harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Article 9.

(d) Landlord is not aware of any hazardous materials on the Premises but Landlord has disclosed and Tenant acknowledges that petroleum impacted fill material related to prior owners / uses at the Verdi property was discovered during preliminary geotechnical assessment of the property prior to Landlord's actual ownership. Landlord completed the remediation plan in 2018, and Nevada Department of Environmental Protection (NDEP) issued a "no further action" letter confirming completion of the remediation work, a copy of which is attached hereto as Exhibit E and incorporated herein by this reference. The area of petroleum impacted fill is elsewhere on the Project site and not within the Premises. Landlord will not cause or authorize the storage, use, generation, or disposition of any Hazardous Materials in violation of Hazardous Materials Laws in, on, or about the Project by Landlord, its agents, employees, or contractors. Landlord shall comply with all applicable Federal, State and Local rules, regulations, laws, statutes or ordinances pertaining to Hazardous Materials, and Landlord shall indemnify and defend Tenant and hold Tenant, harmless from all costs and expenses arising from the presence of asbestos, radon, lead paint, or other Hazardous Materials on the Premises to the extent caused by Landlord. Under no circumstances shall Tenant be liable for any pre-existing condition or condition not resulting from Tenant's use or occupancy of the Premises. Landlord shall indemnify and hold Tenant harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Landlord's breach of its obligations in this Article 9.

### **9.3 Certain Insurance Risks.**

Tenant will not do or permit to be done any act or thing upon the Premises or the Building which would (i) jeopardize or be in conflict with fire insurance policies covering the Building or covering any fixtures and property in the Building; (ii) increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be for general office use of the Building; or (iii) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

## **ARTICLE 10 SIGNS**



Tenant shall be permitted, at Tenant's cost, to install and maintain its standard sign and registered trademark logo for the trade name of its business on eyebrow signage on the outside of the Building directly over the entrance of the Premises, subject to Landlord's approval, such approval not to be unreasonably withheld, and subject to city ordinance and Landlord design criteria. Tenant shall remove all such sign(s) at the expiration or earlier termination of the Lease Term and shall repair any damage to the Premises as a result thereof. Landlord will provide Tenant with approved sign criteria within sixty (60) days of Lease execution.

## **ARTICLE 11** **ENTRY BY LANDLORD**

Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises at all reasonable hours upon at least 24 hours' prior written notice to Tenant (and in emergencies at all times) to inspect the same, or to show the Premises to prospective purchasers, lenders holding a security interest in Landlord's ownership interest of the Project ("**Mortgagees**"), prospective Mortgagees, or insurers, to clean or make repairs, alterations or additions thereto, and to prospective tenants during the last four (4) months of the Lease Term if Tenant has not exercised its then applicable Extension Term option, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof. Tenant shall have the right to have a representative present during any and all such entries upon the Premises.

## **ARTICLE 12** **ASSIGNMENT AND SUBLETTING**

12.1 Without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, Tenant shall not assign, sublease, transfer or encumber this Lease or any interest therein. Any attempted assignment or sublease by Tenant in violation of the terms and covenants of this Article 12 shall be void. Any request by Tenant to assign, sublease, transfer or encumber the Premises shall be made in writing and sent to Landlord via certified mail to the address set forth in Section 9 of the Summary. Landlord shall respond to such request within 15 days of receipt of such notice, and any failure of Landlord to approve or reject Tenant's request shall be deemed a disapproval.

12.2 **[Intentionally omitted.]**

12.3 **[Intentionally omitted.]**

12.4 No assignment, sublease or other transfer, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any uncured default by Tenant (beyond all applicable notice and/or cure period) under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person shall not constitute a waiver of any provision of this Article 12. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

12.5 No merger shall result from Tenant's sublease of the Premises under this Article 12, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord thereunder.

### **ARTICLE 13** **LIENS**

Tenant will not permit any mechanic's lien(s) or other liens to be placed upon the Premises or the Building and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanics' or other liens against the Premises. In the event any such lien is attached to the Premises, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as Additional Rent.

### **ARTICLE 14** **INSURANCE**

**14.1 Property Insurance.** Landlord shall maintain property coverage insurance on the Building and appurtenant structures in the Common Areas in such amounts as Landlord and any Mortgagees may deem necessary or appropriate. Such insurance shall be maintained at the expense of Landlord (as a part of Operating Expenses), and payments for losses thereunder shall be made solely to Landlord or the Mortgagees as their respective interests shall appear. Tenant shall obtain and keep in force at all times during the Lease Term, a policy or policies of insurance covering loss or damage to all of the Tenant's improvements, Alterations, and personal property located within the Premises in the amount of the full replacement value thereof as ascertained by the Tenant's insurance carrier, as the same may exist from time to time, against all perils normally covered in an "all risk" policy, as such term is used in the insurance industry; provided, however, that Tenant shall have no obligation to insure against earthquake.

**14.2 Liability Insurance.** Tenant shall, at Tenant's expense, maintain a policy of Commercial General Liability insurance insuring Landlord (as an additional insured) and Tenant (as named insured) against liability arising out of the Tenant's use, occupancy or maintenance of the Premises. Such insurance shall be on an occurrence basis providing single-limit coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage combined, with an aggregate coverage of not less than Two Million Dollars (\$2,000,000.00). The initial amount of such insurance shall be subject to periodic increase upon reasonable demand by Landlord based upon inflation, increased liability awards, recommendation of professional insurance advisers, and other relevant factors. However, the limits of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder.

Landlord shall be included as an additional insured on said policies and shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.

**14.3 Requirements for Insurance Policies.** The respective insurance required to be maintained by Tenant hereunder shall be in companies holding a "General Policyholders' Rating" of A or better and, a "financial rating" of 10 or better, as set forth in the most current issue of "Best's Insurance Guide." Tenant shall promptly deliver to Landlord, and Landlord shall promptly deliver to Tenant, each within thirty (30) days of the Commencement Date, and thereafter as such insurance policy periods are renewed throughout the Lease Term, certificates evidencing the existence and amounts of such insurance required to be maintained by Tenant. Tenant shall provide written notice to Landlord of cancellation as soon as practicable after receiving notice from any of Tenant's insurance companies. Tenant shall, prior to the expiration, cancellation or material reduction of such policies, furnish the certificates of insurance evidencing the new coverage information. Tenant shall do or permit to be done anything which shall invalidate the insurance policies required under this Lease.

**14.4 Waiver of Subrogation Rights.** Landlord and Tenant release each other from any liability for loss or damage by fire or other casualty covered by insurance required to be carried under this Lease (whether or not self-insured) to the extent of the amount of insurance proceeds that party would have received under that insurance if that party had maintained all insurance required hereunder; provided, however, that this release shall not be applicable to the portion of any damage which is not reimbursable by the damaged party's insurer because of the deductible in the damaged party's insurance coverage. All policies of insurance required to be carried under this Lease shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

## **ARTICLE 15** **INDEMNITY**

**15.1 Tenant.** Tenant shall indemnify and hold harmless Landlord and all agents, servants and employees of Landlord from and against all claims, losses, damages, liabilities, expenses (including reasonable attorneys' fees), penalties and charges arising from or in connection with (i) Tenant's use of the Premises during the Lease Term, or (ii) the conduct of Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Premises or Building during the Lease Term. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims, loss, damage, liability, expense (including reasonable attorneys' fees), penalty or charge arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause and Tenant hereby waives all claims in respect thereof

against Landlord. Notwithstanding the foregoing, Tenant shall not be required to defend, save harmless or indemnify Landlord from any liability for injury, loss, accident or damage to any person or property resulting from Landlord's negligence or willful acts or omissions, or those of Landlord's officers, agents, contractors or employees. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease to the extent that such policies cover the results of negligent acts or omissions of Landlord, its officers, agents, contractors or employees, or the failure of Landlord to perform any of its obligations under this Lease.

**15.2 Landlord.** Landlord shall indemnify and hold harmless Tenant and all agents, servants and employees of Tenant from and against all claims, losses, damages, expenses (including reasonable attorney's fees), penalties and charges arising from or in connection with any negligence of Landlord in the maintenance of the Common Areas during the Lease Term. If any action or proceeding be brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense. Notwithstanding the foregoing, Landlord shall not be required to defend, save harmless or indemnify Tenant from any liability for injury, loss, accident or damage to any person or property resulting from Tenant's negligence or willful acts of omissions, or those of Tenant's officers, agents, contractors or employees. Landlord's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Landlord pursuant to the provisions of this Lease to the extent that such policies cover the results of negligent acts or omissions of Tenant, its officers, agents, contractors of employees, or the failure of Tenant to perform any of its obligations under this Lease.

## **ARTICLE 16**

### **PROPERTY DAMAGE**

If the Premises or any part thereof shall be damaged by fire or other peril, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged that substantial alteration or reconstruction of the Building shall, be required (whether or not the Premises shall have been damaged by such peril) or in the event any Mortgagee shall require that the insurance proceeds payable as a result of a peril be applied to the payment of the mortgage debt or in the event of any material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such casualty. If Landlord does not thus elect to terminate this Lease, Landlord shall, at Landlord's sole obligation, commence and proceed with reasonable diligence to restore the Building and all of the Premises as was delivered to Tenant prior to any Tenant improvements or Alterations to substantially the same condition in which it was immediately prior to the occurrence of the peril. When the Building and such all of the Premises has been restored by Landlord, Tenant shall complete the restoration of the Premises, including (at Tenant's option) the reconstruction of all of Tenant's improvements and Alterations, in order to complete the Premises and restore the Premises to the same condition and build-out as prior to the casualty (excepting any of Tenant's improvements and/or Alterations that Tenant elects not to restore). Any plans and specifications for such restoration and reconstruction and the contractor retained by Tenant for such restoration and reconstruction shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord shall not

be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a fair diminution of rent to the extent the Premises are unfit for occupancy during the period commencing as of the date of the casualty and continuing for the period of time, as determined by Landlord, required for Tenant and Landlord to complete the repairs described in this Article 16. If the Premises or any other portion of the Building is damaged by fire or other peril resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the rent hereunder shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building caused thereby to the extent such cost and expense are not covered by insurance proceeds paid to Landlord. If Landlord elects to restore the Building, as soon as reasonably possible thereafter Landlord will give estimate of the time necessary to repair or restore the Premises or the Buildings ("Landlord's Notice of Repair Time"). If the Landlord reasonably estimates that repair or restoration of the Premises or the Buildings cannot be completed with the insurance proceeds available therefor within one hundred eighty (180) days after the date of the Landlord's Notice of Repair Time, using normal construction methods and without the payment of overtime or other premiums, Tenant shall also have the option of terminating the Lease after providing notice in writing to Landlord within fifteen days after Tenant's receipt of the Landlord's Notice of Repair Time.

#### **ARTICLE 17** **CONDEMNATION**

If the whole or substantially the whole of the Building or the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. If the Lease is not so terminated upon any such taking or sale, the Base Rent payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Building and installing Building Standard Improvements in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Building or the Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claims to any such compensation from Landlord; provided that Tenant's award does not reduce or affect Landlord's award, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any damage to Tenant's business by reason of such Taking (including Tenant's improvements, Alterations, trade fixtures, removable personal property or goodwill) and for any relocation costs incurred by Tenant.

**ARTICLE 18**  
**DAMAGES FROM CERTAIN CAUSES**

Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the control of Landlord. In addition, Landlord shall not be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Building or Premises, but Landlord shall use its best efforts to minimize disruptions to Tenant's business activities whenever affecting any such repairs or alterations. Except as may otherwise be provided for in this Lease, Tenant shall not be liable to Landlord for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the control of Tenant.

**ARTICLE 19**  
**EVENTS OF DEFAULT**

The following events shall be deemed to be events of default ("Events of Default") by Tenant under this Lease:

(a) If Tenant fails to pay Rent or any other charge required to be paid by Tenant, as and when due, and such failure continues for ten (10) days after Tenant's receipt of written notice from Landlord setting forth the particulars of such failure;

(b) If Tenant fails to perform or materially breaches any of Tenant's non-monetary obligations under this Lease and such failure continues for a period of thirty (30) days after Tenant's receipt of written notice from Landlord setting forth the particulars of such failure (10 days in the case of a failure to deliver any document set forth in Article 24), including without limitation any sublease of the Premises without Landlord's prior consent in violation of Article 12 of this Lease; provided that if more than thirty (30) (10 days in the case of a failure to deliver any document set forth in Article 24) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within such thirty (30) (10 days in the case of a failure to deliver any document set forth in Article 24) day period and thereafter diligently pursues its completion;

(c) If (i) Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subsection (c) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder; or

(d) If any representation or warranty made by Tenant in connection with this Lease shall have been false or misleading as of the date such representation or warranty was made.

(e) In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Agreement, TMFPD will immediately notify landlord or its assignees of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to TMFPD of any kind whatsoever, except the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

## **ARTICLE 20**

### **LANDLORD'S REMEDIES**

Upon the occurrence of any Event of Default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which had been earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which would have been earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which would have been paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. Landlord shall, at all times, engage in good faith efforts to mitigate Landlord's damages. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of twelve percent (12%) per annum, or such lesser amount as may then be the maximum lawful rate, accruing the date such payments are due until paid. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%);

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due hereunder. Landlord's election to maintain Tenant's right to possession shall not prejudice Landlord's right, at any time thereafter to terminate Tenant's right to possession and proceed in accordance with Section 20(a) above; or

(c) Pursue any other remedy now or hereafter available to Landlord under Laws or judicial decisions of the State of Nevada.

Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

## **ARTICLE 21** **LANDLORD'S DEFAULT**

Landlord shall be in default hereunder in the event Landlord has not begun and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations hereunder within thirty (30) days of receipt by Landlord of written notice from Tenant of the alleged failure to perform. In the case of a Landlord Default the cure of which is not timely pursued as set forth above Tenant, at its option, may then cure any default of Landlord at Landlord's cost. If, pursuant to this section, Tenant reasonably pays any sum to any third party or does any act that requires the payment of any sum to any third party at any time by reason of Landlord's default, the sum paid by, Tenant shall be immediately due from Landlord to Tenant at the time Tenant supplies Landlord with an invoice therefor (provided such invoice sets forth and is accompanied by a written statement of Tenant setting forth in reasonable detail the amount paid, the party to whom it was paid, the date it was paid, and the reasons giving rise to such payment). In addition, Tenant hereby covenants that, prior to the exercise of any such remedies, it will give any Mortgagee (for whom Tenant has received notice of such Mortgagee's then-current notice address) notice and a reasonable time to cure any default by Landlord.

## **ARTICLE 22** **PEACEFUL ENJOYMENT**

Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, provided that Tenant pays the Rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. This covenant and any and all other covenants of Landlord shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective periods of ownership of Landlord's interest hereunder.

## **ARTICLE 23** **HOLDING OVER**

In the event of holding over by Tenant after the expiration or other termination of this Lease or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to Article 20 above, Tenant shall: (i) throughout the first ninety (90) days of the holdover period, pay rent equal to one hundred fifty percent (150%) of the Base Rent and 100% of Additional Rent which would have been applicable had the term of this Lease continued through the period of such holding over by Tenant, and (ii) throughout the remainder of the holdover period, pay rent equal to one hundred fifty percent (150%) of the Base Rent and 100% of Additional Rent which would have been applicable had the term of this Lease continued through



the period of such holding over by Tenant. If Tenant remains in possession of all or any part of the Premises after the expiration of the Lease Term: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days prior written notice or the earliest date permitted by law. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease including the Base Rent and Additional Rent provisions. Nothing contained in this Article 23 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease. If Tenant fails to surrender the Premises upon the expiration or earlier termination of this Lease despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including, without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender.

## **ARTICLE 24**

### **SUBORDINATION TO MORTGAGE & NO LIEN; ESTOPPEL CERTIFICATE**

(a) Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, upon the Building as a whole, and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such Mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such Mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises, or the Building as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request, including without limitation an Estoppel Certificate. In the event that any mortgage or deed of trust is foreclosed or conveyance in lieu of foreclosure is made for any reason, Tenant shall, if requested by the Mortgagee, attorn to and become the Tenant of the successor-in-interest to Landlord and in such event Tenant hereby waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder. If in connection with obtaining construction, interim or permanent financing for the Building, the lender shall request modifications to this Lease as a condition to such financing, Tenant will not withhold or delay its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder and do not otherwise materially adversely affect Tenant's rights hereunder. Tenant agrees that it will from time to time, within ten (10) business days following Tenant's receipt of a request by Landlord in writing, execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under the Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require. Tenant acknowledges that any such statement may be relied upon by any Mortgagee, prospective Mortgagee, purchaser or prospective purchaser of the Building or any interest therein. For all mortgages, deeds of trust or other liens hereafter arising upon the Premises, the subordination thereto by Tenant of this Lease and Tenant's rights under this Lease shall be conditioned

upon Tenant's receipt in recordable form of a commercially reasonably subordination, non-disturbance, and attornment agreement from the beneficiary interest holder thereof that provides, among other things, that Tenant's use and possession of the Premises in accordance with this Lease shall not be disturbed upon any enforcement of such interest holder's rights and/or the foreclosure of Landlord's interest in the Premises, and that the Lease shall continue in effect by and between Tenant and any successor to Landlord's interest resulting from such enforcement and/or foreclosure.

(b) No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Premises, or any improvements now or hereafter situated thereon, whatsoever. Nothing contained in this Lease shall be construed to constitute consent by Landlord to creation of any lien.

(c) Tenant shall provide financial statements to Landlord as provided in Section 12 of the Basic Information Provisions.

Landlord agrees to execute from time-to-time reasonable waivers in favor of tenant's lender.

Tenant agrees to execute and deliver to Landlord, within ten (10) business days of Landlord's written request, a statement in writing certifying that this Lease is in full force and effect, and that the Base Rent and Additional Rent payable hereunder is unmodified and in full force and effect (or, if modified, stating the nature of such modification) and the date to which Rent and other charges are paid, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying such defaults if they are claimed and such other matters as Landlord may reasonably request. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance and (iii) not more than one (1) month's Rent has been paid in advance.

## **ARTICLE 25**

### **SECURITY DEPOSIT**

The Security Deposit shall be held by Landlord without liability for interest and shall be held as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of damages caused by Tenant in case of default by Tenant. Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice any other remedy, use the Security Deposit to the extent necessary to make good any arrearage of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such applications of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit (including interest) to its original amounts. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit not expended on improvements and remaining after any such applications shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises

during, the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit to Tenant.

## **ARTICLE 26**

### **COMPLIANCE WITH LAW**

Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all such governmental measures. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employee' s, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations to the extent applicable to Tenant's use and occupancy of the Premises. Tenant shall be responsible, at its sole cost and expense, to make all alterations to the Premises as are required to comply with the governmental rules, regulations, requirements or standards described in this Article 26 to the extent applicable to Tenant's use and occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

## **ARTICLE 27**

### **MISCELLANEOUS PROVISIONS**

**27.1 Binding Effect.** Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 12 of this Lease.

**27.2 No Air Rights.** No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

**27.3 Modification of Lease.** Should any current or prospective Mortgagee or ground lessor for the Building or Project require a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are reasonably required therefore and to deliver the same to Landlord within ten (10) days following Tenant's receipt of a written request therefor. At the request of Landlord or any Mortgagee or ground lessor, Tenant agrees to execute a short form of Lease and deliver the same to Landlord within ten (10) days following the Tenant's receipt of a written request therefor.

**27.4 Transfer of Landlord's Interest.** Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer, the transferor Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee Landlord for the performance of Landlord's obligations hereunder after the date of transfer and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee. Concurrently with the execution of this Lease, and concurrently with any such transfer of Landlord's interest, Landlord shall promptly deliver to Tenant a signed IRS Form W-9 disclosing Landlord's then-current taxpayer identification number. Notwithstanding any other provisions of this Lease, in no event shall Landlord be responsible for consequential, special, speculative, or punitive damages.

**27.5 Landlord's Title.** Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

**27.6 Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

**27.7 Application of Payments.** Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

**27.8 Time of Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**27.9 Partial Invalidity.** If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

**27.10 No Warranty.** In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

**27.11 Entire Agreement.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

**27.12 No Implied Waiver.** The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement herein, or to exercise any option, right, power or remedy contained in this Lease, shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be, other than on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

**27.13 Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as to Tenant's obligations under Articles 5 and 15 of this Lease (collectively, a "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

**27.14 Waiver of Redemption by Tenant.** Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

**27.15 Notices.** All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) delivered by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (B) delivered by a nationally recognized overnight courier, or (C) delivered personally. Any Notice to Tenant shall be delivered to Tenant at the appropriate address set forth in Section 8 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or to Landlord at the address set forth in Section 9 of the Summary. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, (ii) the date the overnight courier delivery is made, or (iii) the date personal delivery is made or attempted to be made (if such attempt is refused or rejected by the addressee).

**27.16 Joint and Several.** If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

**27.17 Authority.** If Tenant is a corporation, trust or partnership, Tenant hereby represents and warrants that Tenant is a duly formed and existing Delaware entity qualified to do business in Nevada and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. Tenant shall, within ten (10) days after execution of this Lease, deliver to Landlord satisfactory evidence of such authority and, if a corporation, upon demand by Landlord, also deliver to Landlord satisfactory evidence of (i) good standing in Tenant's state of incorporation and (ii) qualification to do business in Nevada.

**27.18 Attorneys' Fees.** In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

**27.19 Governing Law; WAIVER OF TRIAL BY JURY.** This Lease shall be construed and enforced in accordance with the laws of the State of Nevada. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF NEVADA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY NEVADA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

**27.20 Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 10 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party.

**27.21 Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

**27.22 Project or Building Name and Signage.** Landlord shall have the right at any time to change the name of the Project or Building and to install, affix and maintain any and all signs on the exterior and on the interior of the Project as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising

or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord.

**27.23 Counterparts.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease. Any and all such counterparts may be executed and transmitted electronically, such as DocuSign, or a scanned image of a party's signature transmitted as an e-mail file attachment, such as .pdf – and all such electronically executed and/or transmitted counterparts shall be as effective as the delivery of a signed original.

**27.24 Confidentiality.** Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.

**27.25 Building Renovations.** It is specifically understood and agreed that Landlord has made no representation or warranty to Tenant and has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant except as specifically set forth in this Lease or in the attached Landlord's Work exhibit, Exhibit C.

**27.26 No Violation.** Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless against any claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, arising from Tenant's breach of this warranty and representation.

**27.27 Communications and Computer Lines.** Tenant may install, maintain, replace, remove or use any communications or computer wires and cables (collectively, the "**Lines**") at the Project in or serving the Premises, provided that (i) Tenant shall obtain Landlord's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed), use an experienced and qualified contractor reasonably approved in writing by Landlord, and comply with all of the other provisions of Articles 7 and 8 of this Lease, (ii) an acceptable number of spare Lines and space for additional Lines shall be maintained for existing and future occupants of the Project, as determined in Landlord's reasonable opinion, (iii) any new or existing Lines servicing the Premises shall comply with all applicable governmental laws and regulations, and use CAT6 designation or better if available at the time of installation (iv) as a condition to permitting the installation of new Lines after the initial installation, Landlord may require that Tenant remove previously installed Lines located in or serving the Premises and repair any damage in connection with such removal, and (v) Tenant shall pay all costs in connection therewith. Landlord reserves the right to require that Tenant remove any Lines located in or serving the Premises which are installed in violation of these provisions, or which are at any time in violation of any laws or represent a dangerous or potentially dangerous condition.

**27.28 Building Rules.** Tenant will comply with the reasonable and non-discriminatory rules of the Building adopted and altered by Landlord from time to time and delivered to Tenant in writing prior

to taking effect. Tenant will cause all of its agents, employees, invitees and visitors to do so. All changes to such rules will be sent to Tenant in writing and become effective upon receipt by Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Triple Net Commercial Lease Agreement on the date and at the place set forth opposite their respective signatures below.

**“Landlord”**

**“Tenant”**

**WHISPERING ROAD INVESTMENTS, LLC**

**TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

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

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

Ryan Kautz, Manager

Alexis Hill, Chair  
TMFPD Board of Fire Commissioners

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

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

Landlord's Notice Address:  
PO Box 34658  
Reno, NV 89533

Tenant's Address:  
3663 Barron Way  
Reno, NV 89511



**Exhibit A**  
**Description of Premises**

# Exhibit B Project Site Plan



**Exhibit C**  
**(Landlord's Work)**

Landlord shall deliver the Premises as-is including the following:

1. Warm shell condition
2. Installation of 110V power outlets placed every 10 ft on interior walls
3. Installation of two (2) (220V) power outlets placed in suite interior

**EXHIBIT “D”**  
**CONSTRUCTION PROVISIONS**

This Exhibit is intended to describe the obligations of both Landlord and Tenant with respect to the design and construction of the Building and Premises and other work specified below.

I. WAIVER. Except as expressly provided to the contrary herein, upon delivery of possession of the Premises by Landlord to Tenant subject to mutually agreed upon, commercially reasonable Punch List) upon the Substantial Completion of the Premises, Tenant will conclusively be deemed to have accepted the Premises in their then present condition subject to Landlord's prompt completion of all Punch List items. Tenant hereby waives any right or claim arising out of the condition of the Premises, appurtenances thereto, or the improvements, or equivalent therein, and Landlord will not be liable for any patent defects therein, unless included in the Punch List. Nothing contained herein will be deemed to limit Landlord's obligation to repair the Premises where such obligation is expressly set forth in the Lease.

II. SCOPE OF TENANT'S WORK. All improvements to the Premises other than Landlord's Work as described in Exhibit "C" (such other work referred to as "Tenant's Work" or "Tenant Improvements") will be provided by Tenant at its sole cost and expense.

III. LANDLORD'S APPROVAL REQUIRED. Tenant will secure Landlord's written approval of the Plans and Specifications as specified above, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant will secure all necessary licenses and permits to be used in performing Tenant's Work. Once approved, two (2) sets of the Plans and Specifications will be signed and dated by both parties, with one (1) set retained by Landlord and one (1) set retained by Tenant. Changes to the Plans and Specifications will be made only by written change order describing the scope of work and exact cost of same signed by both parties. All increased costs resulting from such change orders shall be Tenant's sole responsibility.

IV. GENERAL REQUIREMENTS. All Tenant's construction shall be non-combustible as defined by applicable codes except that fire-resistant wood will be permitted where approved by the jurisdictional authorities. All material installed above the ceiling of the Premises for the attachment of equipment as approved by Landlord shall be non-combustible as defined by applicable codes. All materials shall be secured to the structural framing system with approved fasteners. Any wiring shall use plenum rated cable or be enclosed in non-combustible conduit. All Tenant improvements other than ceilings and lighting fixtures shall be floor mounted unless contrary written approval is obtained from Landlord. All electrical requirements for fixtures and/or special equipment shall be approved by Landlord and its engineers prior to installation. Tenant at all times will enforce strict discipline and good order between its employees and contractors hired or retained by Tenant and their subcontractors and their respective employees to perform Tenant's Work.

V. PERFORMANCE OF TENANT'S WORK. Any work undertaken by Tenant shall not damage the Building or any part thereof. Any damage to the Building caused by Tenant's contractor will be repaired to Landlord's reasonable satisfaction at the sole cost and expense of Tenant.

VI. QUALITY OF TENANT'S WORK. All of Tenant's Work in the Premises will be performed in a good and workmanlike manner and will be in conformity with applicable law.

VII. DOCUMENTS TO BE DELIVERED UPON COMPLETION OF TENANT'S WORK. Upon completion of Tenant's Work and prior to Tenant opening for business on the Premises,

Tenant will furnish Landlord the following documents: (A) a temporary certificate of occupancy issued by the applicable building department in the city in which the Project is located (and when received thereafter Tenant's certificate of occupancy for the Premises); (B) all building permits, indicating inspection and approval of the Premises by the issuer of said permits (to the extent not previously submitted to Landlord); (C) an architect's certification that the Premises have been constructed substantially in accordance with the Plans and Specifications (as approved by Landlord) and are substantially complete, which certificate may be issued by an employee of Tenant; and (D) field-marked set of plans showing all of Tenant's Improvements.

VIII. CONTRACTORS' INSURANCE REQUIREMENTS. All contractors and subcontractors utilized in the completion of Tenant's Work will provide evidence of the following insurance to Landlord before entering the Premises: (1) WORKERS' COMPENSATION. Statutory limits; (2) EMPLOYER'S LIABILITY. \$500,000 each accident; \$1,000,000 general aggregate; \$1,000,000 products/completed operation aggregate; (3) COMPREHENSIVE FORM AUTOMOBILE LIABILITY. \$100,000 each person; \$300,000 per occurrence/bodily injury; \$100,000 per occurrence/property damage; (4) COMMERCIAL GENERAL LIABILITY (INSURING AGAINST BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND ADVERTISING). \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operation aggregate. Any general aggregate will apply on a "per project" basis for contractors. Coverage is to be provided on an "occurrence" rather than a "claims made" basis; and (5) BUSINESS AUTOMOBILE LIABILITY (COVERAGE WILL APPLY TO "ANY AUTOMOBILE"). \$1,000,000 each accident. All contractor's or vendors' liability insurance (except workers' compensation, employers Liability and errors and omissions) will name Landlord as additional insured.

Exhibit E

No Further Action Letter

(attached)