

BOARD OF REGENTS
BRIEFING PAPER

Agenda Item Title: University of Nevada, Reno – University of Nevada School of Medicine (UNSOM) - Approval of 4th Amendment to Extend the Lease at 5380 So. Rainbow Blvd, Las Vegas
Meeting: March 3 – 4, 2016

1. BACKGROUND & POLICY CONTEXT OF ISSUE:

Summary: The University of Nevada, Reno (UNR), and the University of Nevada School of Medicine (UNSOM) are seeking Board of Regents approval to amend the existing lease with a 4th Amendment to the Lease for property at 5380 So. Rainbow Blvd., Las Vegas.

UNSOM and its Surgical Clinical Practice Plan occupy and lease 3,414 square feet located at 5380 So. Rainbow Blvd. in Las Vegas. The current Lease (Exhibit 1) expires March 31, 2016.

The terms proposed in the 4th Amendment to the Lease (Exhibit 2) extend the lease through July of 2017 to coincide with the planned medical school transition date. This lease extension was reviewed with and approved by the UNR/UNLV SOM transition team. All other terms on the Lease remain the same, with exception of the rent which will increase 3% over the previous year.

The Amendment has been reviewed and approved by UNR's General Counsel, and by Nicholas Vaskov, System Counsel and Director of Real Estate Planning for the Nevada System of Higher Education.

2. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

University of Nevada, Reno President Marc Johnson requests approval to amend the existing Lease for 5380 So. Rainbow Blvd. allowing for the extension of lease per the terms within the attached proposed 4th Amendment to the Lease.

3. IMPETUS (WHY NOW?):

Existing Lease expires March 31, 2016. The facilities are required for continued operations by UNSOM until July 2017, the planned transition date of the medical school.

4. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Term coincides with the medical school transition date.
- This lease extension was reviewed with and approved by the UNR/UNLV SOM transition team.
- Extended term allows for additional time for collaboration between UNR and UNLV to assess the impact of the planned medical school transition on this property.

5. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None

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

Allow the lease to expire on March 31, 2016 and attempt to negotiate acceptable new terms, while in holdover tenancy, for the continued occupancy of the building for current operations and the planned transition of the medical school. This may be an expensive and risky approach with little or no benefit for the current or near terms plans for NSHE.

7. COMPLIANCE WITH BOARD POLICY:

Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 1.9
 Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____
 Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____
 Other: _____
 Fiscal Impact: Yes X No _____
Explain: Annual rent expense of approximately \$92,000.

Exhibit 1

Spring Valley Medical Office Building

LEASE

By and Between

Spring Valley Medical Properties, LLC,
an Arizona limited liability company

AS LANDLORD

and

**The Board of Regents of the Nevada System of Higher Education acting
on behalf of University of Nevada School of Medicine Integrated
Clinical Services, Inc. acting on behalf of the University of Nevada
School of Medicine Multi-Specialty Group Practice South, Inc.,**
a Nevada corporation

AS TENANT

For Premises Known as

Suite 324



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- Exhibit A – The Premises
- Exhibit B – Rental Adjustment Schedule
- Exhibit C – Tenant's Work Letter
- Exhibit D – Rules and Regulations

SPRING VALLEY MEDICAL OFFICE BUILDING

BY THIS LEASE ("Lease") entered into as of this 13th day of December, 2006 **Spring Valley Medical Properties, LLC**, an Arizona limited liability company ("Landlord") and **The Board of Regents of the Nevada System of Higher Education acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc.**, a Nevada corporation ("Tenant") agree as follows:

INTRODUCTION.

THE FOLLOWING BASIC LEASE INFORMATION IS A PART OF THIS LEASE, BUT DOES NOT CONSTITUTE THE ENTIRE LEASE. TENANT ACKNOWLEDGES THAT IT HAS READ ALL OF THE PROVISIONS CONTAINED IN, AND ALL EXHIBITS WHICH ARE A PART OF, THIS LEASE AND AGREES THAT THIS LEASE REFLECTS THE ENTIRE UNDERSTANDING OF LANDLORD AND TENANT REGARDING THE PREMISES. TENANT ALSO ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THIS LEASE PRIOR TO EXECUTION WITH LEGAL COUNSEL AND SUCH OTHER ADVISORS AS TENANT DEEMS APPROPRIATE.

1. BASIC LEASE INFORMATION.

1.1. Parties.

LANDLORD:	Spring Valley Medical Properties, LLC, an Arizona limited liability company
Address for Rent:	c/o Ensemble Real Estate Services, LLC 2425 East Camelback Road, Suite 390 Phoenix, Arizona 85016
TENANT(S):	The Board of Regents of the Nevada System of Higher Education acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc., a Nevada corporation
Address:	5380 South Rainbow Boulevard, Suite 324 Las Vegas, Nevada 89118
Trade Name:	University of Nevada School of Medicine

1.2. Hospital.

The term "Hospital" shall mean Spring Valley Hospital, Las Vegas, Nevada.

1.3. **Hospital Project.**

The term "Hospital Project" shall mean the Spring Valley Hospital Campus, which includes the Hospital and Project.

1.4. **Project.**

The term "Project" shall mean Spring Valley Medical Office Building, as located at 5380 South Rainbow Boulevard, Las Vegas, Nevada, and including both the Building and rights under appurtenant easements (exclusive and non-exclusive) for parking, driveways and related amenities, as from time to time existing, modified and/or reconfigured.

1.5. **Building.**

The term "Building" shall mean that certain office building comprising a part of the Project, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping.

1.6. **Premises.**

The term "Premises" shall mean **Suite 324** on the third floor of the Building as more particularly described in attached Exhibit "A".

1.7. **Term.**

The term of this Lease (the "Term") shall commence on the Commencement Date and continue for **thirty-six (36)** months thereafter; provided, if the Commencement Date occurs other than on the first (1st) day of a month, the Term shall include the remainder of the month during which the Commencement Date occurs plus the foregoing referenced number of months.

1.8. **Estimated Commencement Date.**

December 1, 2006

1.9. **Minimum Monthly Rent.**

The term "Minimum Monthly Rent" shall mean the product of the Net Rentable Area of the Premises multiplied by One and 45/100 Dollars (**\$1.45**) per square foot, resulting in an Initial Minimum Monthly Rent of Four Thousand Nine Hundred Fifty and 30/100 Dollars (**\$4,950.30**) as adjusted per Exhibit "B".

1.10. **Permitted Use.**

The term "Permitted Use" shall mean use of the Premises for general medical office related use and for no other purpose; provided, the Permitted Use shall not in any event include any Precluded Uses, except to the extent: (a) approved in writing by Landlord; (b) the Tenant's primary Permitted Use is not a Precluded Use; (c) not then duplicating or competing with services then offered by the Hospital; and (d) the Precluded Uses are: (1) provided to patients where the Tenant is the treating professional; (2) provided to the Tenant's own patients who are not referred to Tenant for the sole purpose of receiving same; and (3) are otherwise ancillary and complementary to the Permitted Use.

1.11. **Precluded Uses.**

The term "Precluded Uses" shall mean: (a) any uses prohibited by Applicable Law; (b) any uses prohibited by Applicable Restrictions; and (c) any of the following: (1) outpatient surgical facility (including any facility which offers to area physicians, on a fee-for-services basis, operating rooms, recovery rooms and staff for surgical procedures, as opposed to the private office of one or more surgeons who may perform outpatient procedures on their own patients in the office); (2) commercial laboratory; (3) x-rays; (4) radiology imaging; (5) physical therapy; (6) pulmonary or cardiological testing facility; (7) pharmacy; (8) radiation/oncology center; (9) birthing center; or (10) any commercial ancillary service which is provided by the Hospital at the time of the initiation of such service by Tenant.

1.12. **Project Documents.**

"Project Documents" shall mean those recorded documents governing and restricting the use and occupancy of the Project, including the Applicable Restrictions.

1.13. **Net Rentable Area.**

The term "Net Rentable Area" shall mean three thousand four hundred fourteen square feet (**3,414**), which Landlord and Tenant have stipulated as the Net Rentable Area of the Premises, consisting of: (a) two thousand nine hundred sixty-nine square feet (**2,969**) of floor space as indicated as useable area on the floor plan of the Premises ("Net Usable Area"); plus (b) a load factor (as determined by Landlord) to reflect proportionate share of the Common Areas within the Building.

1.14. **Net Rentable Area of Project.**

The term "Net Rentable Area of Project" shall mean the aggregate square footage within the Building, of approximately 57,828 square feet, consisting of approximately 50,285 square feet of total Net Usable Area and approximately 7,543 square feet of Common Areas.

1.15. **Common Areas.**

The term "Common Areas" shall mean the public, common and service areas of the Project (both within and outside of the Building, and as from time to time existing, modified and/or reconfigured), including lobbies, corridors, mechanical, utility, janitorial, boiler and service rooms and closets, restrooms, sidewalks, landscaped areas, driveways and parking areas, stairwells and elevators.

1.16. **Tenant's Proportionate Share.**

The term "Tenant's Proportionate Share" shall mean five and ninety hundredths percent (**5.90%**) for each calendar Year. With respect to any calendar year of which the Lease Term constitutes only a part, the Tenant's Proportionate Share shall equal the product of the foregoing percentage times a fraction, the numerator of which is the number of months (rounded upwards to the next whole number if the Lease Term begins or concludes in the middle of the month) during such calendar year in which the Lease Term is in existence, and the denominator of which is 12.

1.17. **Deposit.**

The term "Deposit" shall mean Four Thousand Nine Hundred Fifty and 30/100 Dollars (**\$4,950.30**).

1.18. **Security Interest – Intentionally Deleted.**

1.19. **Related Parties.**

The term "Related Parties" shall mean, with respect to Landlord or Tenant, its employees, guests, invitees, principals (whether shareholders, members, partners, officers or otherwise), successors, assigns and agents.

1.20. **Broker.**

Not applicable.

1.21. **Applicable Law.**

The term "Applicable Law" shall mean any and all municipal, county, state, federal or other statutes, regulations, ordinances, codes or other laws applicable to the Project, including the use, occupancy, operation and condition thereof.

1.22. **Applicable Restrictions.**

The term "Applicable Restrictions" shall mean the provisions of: (1) any document recorded against title to all or any portion of the Project and restricting or limiting the use and operation of the Project; and (2) that Restrictive Covenant and Reciprocal Easement Agreement for the Project, as on file with Landlord.

1.23. **Parking Facilities.**

The term "Parking Facilities" shall mean the surface parking on the Hospital Project as from time to time designated for use by the Project.

1.24. **Ground Lease.**

The term "Ground Lease" shall mean any ground lease or equivalent document pursuant to which Landlord leases the Project or any portion thereof from the owner thereof (the "Ground Lessor").

1.25. **Mortgage.**

The term "Mortgage" shall mean any mortgage, deed of trust, or other security agreement encumbering all or any part of Landlord's interest in the Project (with the mortgagee, beneficiary, secured party or other holder thereof referred to as a "Mortgagee"). As of the date of execution of this Lease, Tenant acknowledges the following Mortgagee and Mortgage:

Mortgagee: **The Lincoln National Life Insurance Company**
1300 S. Clinton Street
Fort Wayne, Indiana 46802

1.26. **Adjustments.**

Tenant shall, upon request by Landlord, execute appropriate amendments to or confirmations with respect to this Lease, as required to, among other

things: (a) confirm the Commencement Date, if other than the Estimated Commencement date; (b) Term; and (c) Net Usable Area, Net Rentable Area, Minimum Monthly Rent, and Tenant's Proportionate Share, to the extent: (1) construction of the Building materially deviates from the plans and specifications on which the Net Usable Area and Net Rentable Area were initially based, as determined by Landlord's Architect; or (2) required by changes in the Building (whether by reconstruction following damage or condemnation, or otherwise).

2. PREMISES.

Tenant hereby leases from Landlord, and Landlord hereby leases to Tenant, the Premises, as depicted on Exhibit "A", on the terms and conditions set forth herein.

3. LEASE TERM.

3.1. Commencement Date and Lease Year.

The Term shall commence on the date of Substantial Completion (as determined pursuant to Section 8.2) of Landlord's Improvements in accordance with Section 8 (the "Commencement Date"). Each successive twelve (12) month period during the Term, starting with the first day of the first month following the Commencement Date (if the Commencement Date falls other than on the first day of a month) is referred to herein as a "Lease Year".

3.2. Proration of Payments.

All Rents and other sums payable under this Lease for fractional calendar month(s) shall be prorated, calculated on the basis of a thirty (30) day month.

4. TENANT PAYMENTS.

4.1. Tenant Payments.

Throughout the Lease Term, Tenant agrees to pay Landlord as rent hereunder, at such place as Landlord may designate, without prior demand therefor and without any deduction or setoff, in lawful money of the United States of America, the following ("Rent"):

(a) The Minimum Monthly Rent, in advance, on the Commencement Date and thereafter on or before the first day of each calendar month during the Lease Term;

(b) At the same time as and in addition to Minimum Monthly Rent (unless Landlord designates otherwise), all excise, sales, use, rental and/or transaction privilege taxes (but excluding only Landlord's income taxes) levied or imposed, or hereafter levied or imposed, against or on account of the terms of the Lease, whether as a result of or deriving from the rights and obligations of the parties hereto, any or all amounts payable hereunder by Tenant, or the receipt thereof by Landlord;

(c) Tenant's Proportionate Share of Project Operating Costs; and

(d) All other sums from time to time payable by Tenant pursuant to this Lease.

4.2. **Minimum Monthly Rent.**

The Minimum Monthly Rent shall be subject to increase, but not decrease, as provided in the Rental Adjustment Schedule attached as Exhibit "B".

4.3. **Application.**

All payments by Tenant under this Lease shall be applied to the corresponding sums then due Landlord; provided, that if and when Tenant is in breach of this Lease or any Late Charges, Default Interest or other sums payable by Tenant as a result of any such breach are outstanding, all payments by Tenant may be applied by Landlord in any manner and to such obligations of Tenant as Landlord may determine.

5. APPLICATION OF DEPOSIT.

5.1. **Payment of Security and Damage Deposit.**

Upon execution of this Lease, Tenant shall deposit with Landlord the Deposit, which: (a) shall be held by Landlord, as security for the performance of Tenant's obligations under this Lease; (b) not in any way be deemed an advance rental deposit or a measure of Landlord's damages upon an Event of Default; (c) Landlord may, from time to time after an Event of Default but without obligation to do so or prejudice to or waiver of any other remedy available to Landlord, use or apply in the manner and to the extent deemed appropriate or necessary by Landlord, in its sole discretion (an "Application") to remedy, cure, or otherwise address the Event of Default, which Application shall not, except to the extent provided by this Lease, cure or waive such Event of Default; and (d) shall, following any Application, be restored to its original amount upon request by Landlord.

5.2. **Transacting of Deposit.**

Unless otherwise required by Applicable Law, Landlord: (a) shall not be required to segregate the Deposit from other funds of Landlord; (b) may use the Deposit for such purposes as Landlord may determine; (c) shall not be required to pay interest on the Deposit; (d) shall return the Deposit to Tenant (or, at Landlord's sole election to the last approved assignee, if any, of Tenant's interest hereunder) within thirty (30) days following the expiration of the Term or earlier termination of this Lease (but in any event not earlier than the date of re-delivery by Tenant of possession of the Premises to Landlord) if, at such time, Tenant has performed and complied with all its obligations under this Lease; and (e) shall, in the event of an assignment or other transfer of Landlord's interest in this Lease, transfer the Deposit to Landlord's successor-in-interest, whereupon Landlord shall be automatically deemed released from all liability in connection with the Deposit.

6. PROJECT OPERATING COSTS.

6.1. Project Operating Costs.

(a) "Project Operating Costs" shall mean and include all costs and expenses incurred or paid by or on behalf of Landlord with respect to the operation and maintenance of the Project (including but not limited to Common Areas) which, in accordance with sound accounting principles consistently applied to the operation and maintenance of first class medical office buildings similar in locale, size and type as the Premises ("Similar Projects"), are properly chargeable to the operation and maintenance of the Project, including, without limitation:

- (1) Property taxes and special assessments;
- (2) All personal property taxes levied on equipment, furniture, and other property of Landlord to the extent located on or used in connection with operation of the Project;
- (3) The labor for operation and maintenance;
- (4) Utilities, telephone service and refuse removal (including electrical service for the HVAC for the Premises);
- (5) Insurance (including rent loss/business interruption coverage) as and if maintained by Landlord ("Landlord's Insurance"), which may include those coverages:
 - (i) generally maintained for Similar Projects; or
 - (ii) required by any Ground Lease or Mortgage;
- (6) Maintenance, repair and replacement of plumbing, electrical, heating, air conditioning and other mechanical and service systems;
- (7) New and/or replacement equipment, supplies and materials;
- (8) Cleaning contracts and services, including janitorial and window cleaning;
- (9) Operation and maintenance of all parking areas, service areas, walkways, landscaping and Common Areas;
- (10) Accounting, professional fees and legal fees to the extent incurred in connection with ownership and operation of the Project;

(11) Escrow, impound or similar deposits required by terms of any Ground Lease or Mortgage for items otherwise constituting Project Operating Costs under other provisions of this Section 6.1(a); and

(12) Management fee, not to exceed five percent (5%) of all rent payable by all tenants of the Project.

(13) In the event, during any calendar year, the Project is less than ninety-five percent (95%) occupied at all times, Project Operating Costs shall be adjusted to reflect the Operating Costs of the Project as though ninety-five percent (95%) were occupied at all times, and the increase or decrease in the sums owed hereunder shall be based upon such Project Operating Costs, as so adjusted.

(b) Project Operating Costs shall not include:

(1) Capital improvements except to the extent: (i) expended to comply with Applicable Law; or (ii) of savings generated from expenditures for capital improvements designed to reduce Project Operating Costs;

(2) Expenses for which Landlord is otherwise reimbursed (including by an insurer, condemnation authority, tenant or otherwise); or

(3) Interest or principal and interest amortization payments on any Mortgages or other encumbrances, basic rental payable under any Ground Lease or overhead and administrative costs of Landlord to the extent not directly incurred in the operation and maintenance of the Project, except as may be otherwise specifically set forth in this Lease.

(c) If the Project now or hereafter constitutes a part of, or phase in, a larger project (the "Overall Project"), Project Operating Costs shall also include a reasonable allocation of those costs for the Overall Project (generally equivalent to Project Operating Costs) to the Project and the remainder of the Overall Project, all determined from time to time by Landlord.

6.2. **Tenant's Share.**

Tenant hereby agrees to pay to Landlord, as part of the Rent under this Lease with respect to each calendar year or portion thereof during the Term, an amount ("Tenant's Share") equal to Tenant's Proportionate Share of the Project Operating Costs for each calendar year, prorated for any period less than a calendar year.

6.3. **Estimate and Impound of Tenant's Proportionate Share.**

Landlord, at its option, shall have the right to estimate the amount of Tenant's Share for any period and to collect and impound such estimated sum from Tenant on a monthly, quarterly or annual basis. Landlord shall endeavor to provide Tenant with a written reconciliation of Tenant's impound account for each year not later than March 31 of the following year and, if such reconciliation reveals that Tenant's impound account is insufficient to satisfy Tenant's Share for that year, Tenant shall pay to Landlord such deficiency with the next payment of Rent or within thirty (30) days

after demand if the Lease has terminated. Landlord shall apply any excess in Tenant's impound account to Tenant's Rent obligations for the following monthly period or pay such excess to Tenant, if the Lease has terminated, within thirty (30) days after Landlord's reconciliation is completed. If Landlord elects not to impound Tenant's Share, Tenant's Share shall be computed not more often than once each month and not less often than yearly, and shall be paid by Tenant with the next payment of Rent or within thirty (30) days after demand if the Lease has terminated.

7. TAXES AND LIENS ON PERSONAL PROPERTY.

7.1. Taxes on Tenant's Property.

Tenant shall pay, prior to delinquency, all taxes levied upon fixtures, furnishings, equipment, and all other personal property belonging and placed on or used in or from the Premises by Tenant ("Tenant's FF&E"). In the event any of Tenant's FF&E shall be assessed and taxed with the Project, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's FF&E. When possible, Tenant shall cause Tenant's FF&E to be assessed and billed separately from the Project.

8. COMPLETION OF PREMISES.

8.1. Tenant Improvements.

Landlord shall provide, on or before the Commencement Date, the Tenant's Work, as defined and described on the Tenant's Work Letter attached as Exhibit "C", in accordance with Tenant's approved floor plan attached as Exhibit "C-1". Any items required by Tenant in excess of Tenant's Work shall be paid for and installed by Tenant as Additional Alterations in accordance with Article 9.

8.2. Substantial Completion.

Subject to Tenant's right to object as hereinafter set forth, the construction of the Tenant's Work shall be deemed substantially complete at such time as Landlord shall determine, in its reasonable discretion, and shall notify Tenant in writing (the "Substantial Completion Notice"), that the Tenant's Work is substantially complete ("Substantial Completion"). Within ten (10) days following the Substantial Completion Notice, Tenant shall submit to Landlord a list of any claimed deficiencies in Tenant's Work ("Tenant's Deficiency List"), and Tenant shall thereupon be deemed to have accepted the Premises subject only to, and Landlord shall within a reasonable time correct the items on, Tenant's Deficiency List, but only to the extent such items are Landlord's responsibility pursuant to Section 8.1 ("Required Correction Items"). The existence of Required Correction Items shall not affect the Commencement Date described in Article 3, or the Rent (including any adjustments thereto) described in Article 4. Notwithstanding the foregoing, in the event any Required Correction Item is material to the degree that the Premises are not substantially complete and reasonably useable for Tenant's Permitted Use ("Useable Condition"), the Term shall not commence until corrective action is taken by Landlord with respect to such Required Correction

Items to place the Premises into Useable Condition. In the event Landlord and Tenant disagree as to whether any item on Tenant's Deficiency List is a Required Correction Item, or the Premises are in a Useable Condition, the Architect (as defined in Exhibit "C") shall make the final determination thereof.

9. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

9.1. Written Consent.

Following the completion of the Tenant's Work in accordance with Section 8, Tenant shall not make, or allow to be made, any alterations, additions or other improvements to the Premises ("Additional Alterations") without the prior written approval of Landlord, which approval shall not be unreasonably withheld; provided, that Landlord shall have:

- (a) No obligation to approve any proposed Additional Alteration:
 - (1) Affecting or obviously visible from the exterior of the Premises; or
 - (2) In any way affecting the structural integrity of, or servicing within or to, the Building or Project; and
- (b) Have the right to require, as a condition to Landlord's approval of, and Tenant's right to install, Additional Alterations, that Tenant:
 - (1) Submit detailed plans and specifications for Landlord's review and comment;
 - (2) Pay for reasonable costs of Landlord or its architect in reviewing such plans and specifications;
 - (3) Provide appropriate course of construction and other insurance;
 - (4) Confirm financial ability of and provision for payment for Additional Alterations;
 - (5) Comply with all Applicable Law, including obtaining all required governmental permits, and all Applicable Restrictions;
 - (6) Provide appropriate payment and performance bonds;
 - (7) Post and/or record appropriate notices of non-responsibility and completion;
 - (8) Provide lien releases upon completion;

(9) Reasonably cooperate with Landlord in timing and manner of installation of Additional Alterations so as not to unreasonably interfere with other tenants' activities in the Project;

(10) Use properly qualified and licensed contractor(s); and

(11) Otherwise comply with any reasonable requirements of any Ground Lessee or Mortgagee.

9.2. **Surrendering Improvements.**

(a) Any Additional Alterations approved by Landlord shall be surrendered by Tenant as part of the Premises, without disturbance or injury, upon the expiration or earlier termination of this Lease; provided, that if Landlord at any time requires in writing that such Additional Alterations be removed upon expiration or earlier termination of this Lease, Tenant shall at or prior thereto and at Tenant's sole cost, remove any such Additional Alterations so required by Landlord to be removed, and restore the Premises to their original condition.

(b) In the event of any injury or damage to the Premises resulting from the removal by Tenant of any Additional Alterations or Tenant's FF&E ("Removal Damage"), Tenant shall promptly repair the Removal Damage at Tenant's sole cost, in a good and workmanlike manner or, at Landlord's option, pay to Landlord an amount reasonably determined by Landlord to repair, and compensate Landlord for, the Removal Damage.

9.3. **No Liens.**

Tenant shall keep the Premises and the Project free from any claims, liens, or other encumbrances ("Tenant Caused Claims") arising from any work performed on the Premises by, through or at the direction of Tenant or its Related Parties, or any materials furnished or obligations incurred by or at the direction of Tenant, or its Related Parties, and shall indemnify, hold harmless and defend Landlord (with counsel reasonably acceptable to Landlord) for, from and against any Tenant Caused Claims (including costs and reasonable attorneys' fees), arising from any such work performed or materials furnished by or at the direction of Tenant or its Related Parties.

10. **USE.**

10.1. **Medical Use.**

Subject to any other limitations set forth in this Lease, the Premises shall be used and occupied by Tenant only for the Permitted Use and shall not be used or occupied for any other purposes whatsoever (including any Precluded Uses) without obtaining the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant shall comply with all provisions of Applicable Restrictions, to the extent applicable to the use and occupancy of the Premises.

10.2. **Business Hours.**

Tenant agrees to conduct business in the Premises continuously and uninterrupted during normal and customary business hours at least four (4) business days each week, exclusive of holidays, vacation and extraordinary circumstances.

10.3. **Tenant Not to Jeopardize Insurance.**

Tenant shall not knowingly do or permit anything to be done in or about the Premises which will increase the existing rate of Landlord's Insurance, cause the cancellation of any of Landlord's Insurance, or in any way obstruct or interfere with the rights of Landlord or of other tenants or occupants of the Project. Tenant shall, at its sole cost, promptly comply with all Applicable Law, and the requirements of any board of fire underwriters or similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises.

11. **INSURANCE.**

11.1. **Minimum Tenant's Insurance.**

(a) During the Term, Tenant shall at its sole cost and expense, procure and maintain the following ("Tenant's Insurance"):

(1) Comprehensive general public liability insurance against claims for personal injury, death and property damage occurring upon, in or about the Premises, with a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00), (increased, not more often than annually, as reasonably requested by Landlord, but in any event corresponding to increases in Minimum Monthly Rent); and

(2) Fire and extended coverage, vandalism, malicious mischief, and special extended perils (all risk) insurance in an amount not less than the full cost of replacement of all Additional Alterations, Tenant's FF&E and other contents in or on the Premises.

(b) All liability coverage components of Tenant's Insurance shall name both Landlord and Tenant as additional insured (and/or such additional party or parties as Landlord may require) and shall be issued by insurance carriers qualified to provide insurance in the State of Nevada and otherwise reasonably acceptable to Landlord. Tenant agrees to furnish Landlord, on or before the Commencement Date, with certificates of Tenant's Insurance (to be followed by policies) showing that insurance meeting the requirements hereof has been obtained and fully paid for by Tenant, and providing that each issuing insurance carrier notify Landlord in writing at least thirty (30) days prior to and as a condition to any cancellation, expiration or modification thereof.

11.2. **Waiver of Subrogation.**

Notwithstanding any other provision of this Lease to the contrary, Landlord and Tenant each hereby waives any and all rights of recovery against the other, and against any other tenant or occupant of the Project and against the officers,

employees, agents, representatives, customers and business visitors of such other party and of each such other tenant or occupant of the Project, for loss of or damage to the property of such or to the property of others under its control, arising out of or incident to the perils required to be insured against pursuant to the provisions of this Lease or actually insured against (if such parties' actual insurance coverage is greater than that required herein) at the time of such loss or damage and Landlord and Tenant further hereby waive all rights of subrogation arising under their respective property insurance policies. The foregoing waiver shall be effective whether or not a waiving party actually obtains and maintains such insurance, which such waiving party is required to obtain and maintain pursuant to this Lease. Landlord and Tenant shall, upon obtaining the policies of insurance, which they are required to maintain hereunder, give notice to their respective insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Notwithstanding the foregoing, however, Tenant shall be liable to Landlord for damage caused to the Premises, Building Project and Common Areas by Tenant's employees and contractors during Tenant's move in or move out of the Premises or installation of tenant improvements in the Premises.

12. UTILITIES AND SERVICES.

12.1. Maintenance of Utilities and Services.

Landlord shall furnish to the Premises any services described in Section 6.1 actually provided for the Project or Premises, together with the following services:

(a) Air conditioning, heating and ventilation ("HVAC"), subject to prudent energy conservation practices and the availability of energy resources;

(b) Janitorial and maintenance service, including vacuuming and sweeping of floors, dusting, emptying of wastebaskets, and replacement of fluorescent tubes in the standard lighting fixtures installed as part of Tenant's Work, and maintenance (including lighting) of the Common Areas, but in any event excluding any janitorial and other services to the extent occasioned by Additional Alterations; and

(c) Water service, subject to the imposition of mandatory use or quantity limitations by applicable water providers.

12.2. Limitation of Electricity and Water Use.

Tenant shall not, without the prior written consent of Landlord, use any apparatus or device in the Premises (other than business or medical machines) that will in any way: (a) increase the amount of electricity or water usually furnished or supplied for use of the Premises as general office space; or (b) materially affect the temperature otherwise maintained by the HVAC system for the Building (the "HVAC System"). Landlord may cause an electric current or water meter to be installed in the Premises to measure the amount of electrical current or water consumer for any such additional use, and shall have the right to install any machinery and equipment which Landlord reasonably deems necessary to restore temperature balance, including, without limitation, modifications to the HVAC System, with the cost of such meter and other

installations, and any additional cost of operation and maintenance occasioned thereby, to be paid by Tenant. Any special electrical service or exhaust or heat dissipation system required by Tenant shall be installed and maintained as an Additional Alteration, after written approval by Landlord, at Tenant's sole expense. Upon termination of Tenant's occupancy of the Premises, Tenant shall if requested by Landlord, remove any such special service or system and restore the Premises to their original condition.

12.3. Interruption of Utilities.

Landlord shall in no event be liable for any interruption or failure of utility services for, or for any reduction of energy consumption within, the Premises or Project, as required by any fuel or energy allocation or conservation required by Applicable Law, nor shall this Lease be affected thereby. Notwithstanding the foregoing, if such interruption or failure continues for more than thirty (30) consecutive days and is not caused by the act or failure to act of Tenant or its Related Parties, Tenant shall have the right to thereafter offset Minimum Monthly Rent (to the extent the Premises are not habitable for Tenant's Permitted Use) by providing Landlord written notice thereof at least thirty (30) days prior to commencement of such offset.

13. MAINTENANCE AND REPAIR.

13.1. Landlord Obligation.

Subject to the provisions of Sections 12 and 15, Landlord shall repair and maintain (or cause to be repaired and maintained) the structural components of the Building and the Common Areas, including systems and utilities to (but not within) the Premises, such as plumbing, electrical and HVAC. Except as provided in Section 15, there shall be no abatement of Rent, or liability of Landlord, by reason of an injury to or reasonable interference with Tenant's business arising from accomplishing any such repairs or maintenance in or to any portion of the Project or Premises, and Tenant expressly waives any claim now or hereafter arising and constituting a "constructive eviction" (or equivalent situation) resulting from any such repairs or maintenance, except to the extent caused by Landlord's intentional act or gross negligence.

13.2. Tenant Repair.

Tenant agrees to at all times: (a) maintain the Premises in a condition in compliance with Applicable Law and compatible with a first class medical office building, including the making of all repairs to the Premises not required to be made by Landlord and the performing of all redecorating, remodeling, alterations and painting required by Tenant and permitted by Landlord during the Term; (b) pay for any repairs to the Premises or the Project resulting from any misuse or neglect of Tenant, or its Related Parties (including by way of example and not limitation, excessive wear to carpeted or hardwood floored areas resulting from failure to use appropriate carpet casters or floor mats); and (c) otherwise maintain the Premises in a safe, clean, neat and sanitary condition.

14. DAMAGES TO PROPERTY; INJURY TO PERSON.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Tenant hereby agrees to defend (with counsel reasonably acceptable to Landlord) and indemnify and hold Landlord and its Related Parties harmless for, from and against any and all: (a) liabilities, claims of damage or injury arising from Tenant's or its Related Parties' use and occupancy of, and activities on, the Premises and Project; (b) claims, liabilities or damages arising from any failure of Tenant to perform its obligations under this Lease, or arising from any act or negligence of Tenant or its Related Parties; and (c) costs, attorneys' fees, expenses and liabilities incurred by Landlord in connection with any of the foregoing (including those incurred in or relating to any action or proceeding brought against Landlord). Tenant will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Tenant's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$50,000.00 per cause of action.

15. DAMAGE OR DESTRUCTION.

15.1. Landlord's Obligation to Repair.

(a) In the event all or substantially all of the Premises or the Project are destroyed by fire or any other casualty so as to become untenable, or by casualty not insured by Landlord's Insurance (any of the foregoing referred to as a "Terminable Damage"), Landlord may elect to terminate this Lease, effective as of the date of such Terminable Damage, by written notice to Tenant within ninety (90) days after the occurrence of the Terminable Damage. In the alternative, Landlord, in its sole discretion, may elect to repair or rebuild the Premises or the Project as promptly as possible at the expense of Landlord; provided, that in the event Landlord elects to so repair or rebuild but fails to substantially complete such repair or rebuilding within one hundred eighty (180) days after such Terminable Damage occurs (extended one (1) day for each day delay due to causes beyond the reasonable control of Landlord), then either Landlord or Tenant may thereafter terminate this Lease by written notice to the other given within ten (10) days after expiration of such one hundred eighty (180) day period (as and if so extended).

(b) If the Premises or the Project shall be partially damaged or injured by an insured casualty (a "Non-Terminable Damage"), Landlord shall promptly repair or rebuild the Non-Terminable Damage.

(c) In connection with any repair or rebuilding by Landlord hereunder (a "Restoration"), should there be material interference with Tenant's Permitted Use of the Premises not caused by Tenant or its Related Parties, Tenant shall be entitled to a proportionate abatement of the Minimum Monthly Rent while such Restoration is pending, to the extent such Restoration actually interferes with Tenant's Permitted Use; provided, Minimum Monthly Rent shall not abate if the damage subject to Restoration was caused by Tenant or its Related Parties.

(d) Tenant shall not be permitted to terminate this Lease as a result of Terminable Damage or Non-Terminable Damage, except as expressly set forth herein.

15.2. Termination by Landlord.

Notwithstanding anything contained in this Lease to the contrary, in the event any Ground Lessor or Mortgagee, or the provisions of any Applicable Restrictions, requires any proceeds of Landlord's Insurance be applied, pursuant to the corresponding Ground Lease or Mortgage, or the provisions of any Applicable Restrictions, other than to Restoration, Landlord shall have the right to terminate this Lease by delivering written notice thereof to Tenant, whereupon all rights and obligations of Tenant and Landlord, thereafter accruing under this Lease, shall cease and terminate. Except to the extent caused by Landlord's intentional acts or gross negligence, Tenant shall not have any claims (whether for damages, compensation, inconvenience, loss of business, annoyance or otherwise) as a result of any Restoration under, or termination of, this Lease pursuant to this Article 15.

16. CONDEMNATION.

If all or any part of the Premises shall be taken for public or quasi-public use under any Applicable Law, eminent domain, or consent to sale in lieu thereof (a "Taking"), then:

a) If such Taking renders the Premises untenable for Tenant's Permitted Use, this Lease shall terminate (as to all rights and obligations of Tenant and Landlord thereafter accruing), as of the date of transfer of possession of the portion of the Premises subject to the Taking;

b) If such Taking does not render the Premises untenable for Tenant's Permitted Use:

1) Minimum Monthly Rent shall be reduced from and after the Taking proportionate to the reduction in Tenant's Permitted Use of the Premises occasioned by the Taking; and

2) Minimum Monthly Rent shall be abated during any period of reconstruction of the Project occasioned by the Taking, proportionate to the reduction in Tenant's Permitted Use reasonably caused thereby;

c) Tenant shall have no other right or claim against Landlord, whether for the value of any unexpired term of this Lease or otherwise; and

d) all compensation or damages awarded for such Taking shall belong to and be the property of Landlord, except for any specific award to Tenant for any Additional Alterations or Tenant's FF&E installed by and at the expense of Tenant.

17. SALE BY LANDLORD.

Landlord may sell, transfer, encumber, assign or otherwise dispose of the Premises, the Project or this Lease, or any part thereof or interest therein (a "Landlord Transfer"), at any time without the consent of Tenant. Upon any such Landlord Transfer (other than granting a Mortgage), Landlord shall be relieved of all of its obligations hereunder on the condition and to the extent that Landlord's successor-in-interest ("Landlord's Transferee") shall expressly assume such obligations. This Lease shall otherwise not be affected by any Landlord Transfer, and Tenant agrees to in all respects attorn to and recognize Landlord's transferee as the "Landlord" hereunder.

18. ASSIGNMENT AND SUBLETTING.

18.1. No Unauthorized Assignment.

Tenant shall not: (a) assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or any interest therein; (b) sublet the Premises or any part thereof, or any right or privilege appurtenant thereto; (c) assign or transfer twenty percent (20%) or more of the equity, ownership, beneficial or controlling interest (whether directly or indirectly held) in Tenant (if Tenant is an entity other than a natural person); or (d) suffer any person (except Tenant and its Related Parties) to occupy or use the Premises, or any portion thereof (any of the foregoing referred to herein as "Tenant Transfer"), without obtaining the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion ("Landlord's Consent").

18.2. Consent Not a Waiver.

Any consent obtained hereunder to one Tenant Transfer shall not be deemed to be: (a) Landlord's Consent to any subsequent Tenant Transfer; or (b) a waiver of Landlord's right to withhold Landlord's Consent as to any subsequent Tenant Transfer.

18.3. Landlord Bound.

Any Tenant Transfer permitted under this Lease shall expressly provide, and be permitted solely upon the condition, that: (a) the transferee, the assignee or sublessee, as the case may be ("Tenant Transferee"), shall be fully bound to Landlord, its successors or assigns, by full privity of contract, as well as by privity of estate; (b) each such Tenant Transferee shall be fully bound to perform all covenants of this Lease; (c) neither the initial named Tenant nor any subsequent Tenant Transferee shall be relieved of all or any liability under this Lease; and (d) an appropriate document evidencing the Tenant Transfer, executed by all parties thereto, is delivered to Landlord.

18.4. Void if no Consent.

Any Tenant Transfer, without the Landlord's Consent, shall be void, and not voidable, and shall, at the option of Landlord, exercised by written notice to Tenant, terminate this Lease.

18.5. **Attorneys' Fees.**

Tenant shall pay Landlord's reasonable attorneys' fees and costs in connection with considering any request for Landlord's Consent to any Tenant Transfer.

19. **ESTOPPEL CERTIFICATE.**

19.1. **Delivery.**

Tenant shall, within ten (10) days following any written request from Landlord (or any Ground Lessor or Mortgagee), execute, acknowledge and deliver to Landlord, Ground Lessor or Mortgagee, any written statement reasonably so requested (a "Tenant Statement"), executed by Tenant, and certifying:

(a) Whether this Lease is in full force and effect, and stating the nature of any modification hereto;

(b) The dates to which Rent and other charges are paid in advance, if any;

(c) The amount of any Deposit paid by Tenant;

(d) Whether, to Tenant's knowledge, there are any defaults on the part of either Tenant or Landlord hereunder, and specifying such defaults if claimed; and

(e) The status of such other matters as may reasonably be requested by Landlord, Ground Lessor or Mortgagee.

19.2. **Reliance.**

Any Tenant Statement may be relied upon by any prospective purchaser or lender with respect to all or any portion of the Premises or Project. Tenant's failure to timely deliver a Tenant Statement shall, at Landlord's option, be an Event of Default under this Lease, shall authorize Landlord to execute the Tenant Statement for and on behalf of Tenant, and shall be conclusive upon Tenant that:

(a) This Lease is in full force and effect, without modification except as represented by Landlord;

(b) There are no uncured defaults in Tenant's or Landlord's performance except as represented by Landlord; and

(c) Not more than one (1) month's rent has been paid in advance.

20. PARKING.

20.1 Tenant Parking Rights.

During the Lease Term at no cost to Tenant, Tenant shall have: (i) the exclusive use of up to **three (3)** reserved covered parking spaces and (ii) the non-exclusive use of up to **ten (10)** parking spaces for Tenant's staff and visitors in the surface parking (excluding any covered or marked reserved spaces) on the Hospital Project (collectively, the "Designated Spaces").

20.2 Parking License.

Tenant acknowledges that Landlord does not own the Parking Facilities, and that Tenant's parking rights provided under this lease are pursuant to Landlord's rights to the Parking Facilities as provided for in the Project Documents. Tenant's continued right to use the Parking Facilities is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the Parking Facilities and upon Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such rules and regulations. If required by Hospital, Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Parking Facilities and Tenant acknowledges and agrees that Hospital or Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Parking Facilities, or relocate Tenant's parking passes to other parking areas within the Hospital Project within a reasonable distance of the Premises.

20.3 Enforcement Obligation.

Tenant acknowledges that, subject to the rights of Landlord pursuant to 20.1 and 20.2, the Hospital shall have no obligation to police or enforce the use of the Designated Spaces by anyone, and Landlord at Landlord's sole cost and liability, shall at all times during the term of the Ground Lease have the sole obligation to police and enforce who may or may not use or occupy the Designated Spaces to the extent reasonably required for such enforcement.

21. DEFAULT.

21.1. Landlord's Rights Upon Tenant Default.

(a) The following shall constitute a default (an "Event of Default") by Tenant under this Lease:

(1) Tenant (or any Guarantor) fails to pay any Rent or other sum required by this Lease or a Guaranty to be paid to Landlord within ten (10) days (without notice) following the due date thereof (a "Monetary Default");

(2) Tenant (or any Guarantor) breaches, or fails to perform any obligation of Tenant or any Guarantor under, this Lease or a Guaranty (other than constituting a Monetary Default) and fails to cure such default within ten (10) days after

written notice thereof (extended for any time, not to exceed an additional thirty (30) days, reasonably required to promptly commence and thereafter continuously and diligently effect such cure);

(3) Tenant (or any Guarantor) breaches or fails to perform any obligation of Tenant or any Guarantor under, this Lease or a Guaranty (other than constituting a Monetary Default) which breach or failure is not reasonably susceptible to cure;

(4) Tenant's interest in this Lease is terminated or assigned by operation of law or otherwise, including, without limitation, the filing of a petition by or against Tenant (or any member or equity holder of Tenant if Tenant is a partnership, joint venture or other entity) or any Guarantor under any insolvency or bankruptcy act;

(5) Tenant (or any Guarantor) makes a general assignment for the benefit of creditors;

(6) Tenant (or any Guarantor) becomes insolvent;

(7) Tenant (or any Guarantor) defaults under any other agreement between Tenant (or Guarantor) and Landlord;

(8) Tenant (or any Guarantor) breaches any representation or warranty made in, or given in connection with, this Lease; or

(9) Tenant fails to comply with any provision of any Applicable Restrictions, to the extent applicable to the use and occupancy of the Premises.

(b) Upon the occurrence of an Event of Default, Landlord, in addition to any other rights and remedies it may have under this Lease or Applicable Law (including at law or in equity), shall have the right (without any further demand or notice) to pursue any one or more of the following remedies:

(1) Re-enter the Premises without breach of the peace and without liability for damages or injury sustained by reason of such re-entry;

(2) With or without termination of this Lease, lock the doors to the Premises and exclude Tenant and its Related Parties therefrom;

(3) Terminate this Lease by written notice to Tenant, in which event Tenant shall have no further interest in this Lease or in the Premises;

(4) Sue and recover from Tenant all damages Landlord has then incurred or may incur by reason of Tenant's Event of Default, including but not limited to: (i) the cost of recovering the Premises; (ii) other costs and reasonable attorneys' fees; and (iii) the value, at the time of such termination, of the excess, if any, of an amount equal to the Rent and charges payable, absent such Event of Default or

any termination of this Lease, for the remainder of the Term to the extent exceeding the then reasonable rental value of the Premises for the remainder of the Term;

(5) Sue for Rent or any other sums due or to become due to Landlord under this Lease;

(6) Render any or all payments or performances required of Tenant, other than the payment of Minimum Monthly Rent, and charge all costs and expenses incurred in connection therewith to Tenant, with all amounts so charged to be due and payable immediately to Landlord upon presentment of a statement to Tenant therefor;

(7) Suspend or discontinue any or all of the services to be provided to the Premises pursuant to Section 12 during the continuance of any such Event of Default, with any such suspension or discontinuance not to be deemed or construed to be an eviction (whether actual or constructive) or ejection of Tenant;

(8) Without termination of this Lease, relet the Premises or any part thereof (a "Reletting"), as agent and for the account of Tenant, upon such terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right of Landlord to make alterations and repairs to the Premises (the expense of which shall constitute an indebtedness from Tenant to Landlord immediately payable). If the rents received from such Reletting during any month of the Term are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord, and Landlord may bring an action therefor as such monthly deficiencies arise. No such re-entry, taking possession, or Reletting by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless: (i) clear and specific written notice of such termination is given by Landlord to Tenant; or (ii) such termination is decreed by a court of competent jurisdiction. Notwithstanding any such Reletting or other action by Landlord without termination, Landlord may, at any time thereafter, elect to terminate this Lease; and/or

(9) Pursue any and all other remedies available under Applicable Law.

21.2. Late Charges.

In the event Landlord shall fail to receive any installment of Rent or any other sum due hereunder within five (5) days after such payment is due, Tenant shall pay to Landlord, as additional Rent, a late charge (the "Late Charge") equal to five percent (5%) of such delinquent payment (which the parties hereto acknowledge is an agreed and negotiated sum to compensate Landlord for its expense and effort in receiving and processing a late payment and not a penalty). The provision for such Late Charge shall be in addition to, and not in lieu of, all of Landlord's other rights and remedies hereunder or at law, and shall not be construed as liquidated damages or as limiting Landlord's remedies or Tenant's obligations and liabilities in any manner.

21.3. **Landlord's Default.**

(a) In the event Landlord shall fail to perform on any of its material obligations under this Lease and such failure shall continue for thirty (30) days after written notice thereof from Tenant to Landlord, such failure shall then constitute a default by Landlord entitling Tenant to exercise rights and remedies pursuant to Applicable Law ("Tenant's Remedies"); provided, that:

(1) if the nature of Landlord's non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion;

(2) Tenant shall serve notice of any alleged non-performance or default by Landlord under this Lease upon any Ground Lessor or Mortgagee under a Ground Lease or Mortgage Tenant has previously been notified exists; and

(3) notwithstanding any other provision of this Lease (including this Section 21.3), Tenant shall, prior to exercising any Tenant's Remedies, allow each Ground Lessor or Mortgagee a reasonable amount of time (but not less than thirty (30) days), after the expiration of the notice and cure period applicable to Landlord, to cure such non-performance (including such time as is reasonably necessary for such Ground Lessor or Mortgagee to complete termination of the Ground Lease or foreclosure or other proceedings under the Mortgage resulting in the Ground Lessor or Mortgagee obtaining ownership and/or possession of the Project from Landlord).

(b) Tenant agrees that it shall look solely to the estate and property of Landlord in the Project, subject to the prior right of any Ground Lessor or Mortgagee, for the collection of any judgment (or other judicial process) or other satisfaction of Tenant's Remedies.

21.4. **Surrender of Premises.**

No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises or otherwise, shall be deemed to be or constitute an acceptance of, or surrender of the Premises by Tenant to, Landlord prior to the expiration of the Term, with such acceptance by Landlord, or surrender by Tenant to, Landlord to only be effected and evidenced by written acknowledgment of acceptance or surrender signed by Landlord.

22. **ACCESS BY LANDLORD.**

Landlord and its Related Parties shall, upon providing Tenant with reasonable notice, have the right to enter into and upon the Premises at all reasonable times, including before or after usual business hours, for the purpose of:

a) inspecting the Premises, making repairs thereto, maintaining or adding any services to be provided by Landlord, and performance of any of the foregoing functions with respect to tenant space or Common Areas adjacent to the Premises;

b) showing the Project or Premises to any current or prospective Mortgagee, Ground Lessor, tenants, buyers or similar parties;

c) during the last three (3) months of the Term, placing on or about the Premises appropriate signs indicating that the Premises are available for sale or lease; or

d) any other reasonable activity permitted by Applicable Law.

23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.

23.1. Subordination.

This Lease shall automatically be subordinate to the lien of any Ground Lease or Mortgage heretofore or hereafter placed upon or affecting the Premises or the Project, to any and all advances made or to be made thereunder, to the interest or the obligations secured thereby, and to all renewals, replacements and extensions thereof (the "Tenant Subordination"). In the event any proceedings are brought for default under any such Ground Lease, or in the event of foreclosure, exercise of power of sale, transfer in lieu of foreclosure, or exercise of other remedy under any such Mortgage, Tenant shall attorn to the Ground Lessor, Mortgagee, purchaser upon foreclosure or other sale, or other successor in ownership to the Project or Premises (a "Successor Owner") as Landlord under this Lease ("Tenant Attornment"), provided that as a condition to such Tenant Attornment, Tenant's rights under this Lease shall continue and not be terminated or disturbed, except in accordance with this Lease.

23.2. Subordination Agreements.

Tenant shall execute any instrument reasonably requested by Landlord or any Ground Lessor or Mortgagee to confirm the Tenant Subordination (a "Subordination Agreement"), provided such Subordination Agreement confirms this Lease, and Tenant's rights hereunder, shall not be terminated or disturbed, except in accordance with the Lease.

23.3. Limitations.

Any Tenant Attornment, whether pursuant to a Subordination Agreement or otherwise, shall not require or cause any Successor Owner to be:

(a) liable for any act or omission of a prior Landlord under this Lease (a "Prior Landlord");

(b) subject to any offsets or defenses that Tenant may have against any Prior Landlord;

(c) bound by any Rent or additional Rent Tenant might have paid in advance to any Prior Landlord for a period in excess of one (1) month;

(d) bound by any agreement or modification of the Lease made without the prior consent of the Ground Lessor or Mortgagee; or

(e) liable for the return of the Deposit to the extent not delivered to such Successor Owner.

23.4. Superior Lease.

If any Ground Lessor or Mortgagee elects to have this Lease superior to its Ground Lease or Mortgage and gives notice of such election to Tenant:

(a) This Lease shall thereupon become superior to the effect or lien of such Ground Lease or Mortgage; and

(b) Tenant shall execute and deliver, upon demand, such further instruments evidencing subordination of such Ground Lease or Mortgage to this Lease.

24. SURRENDER OF PREMISES AND HOLDING OVER.

24.1. Surrender.

Except as provided herein, upon the expiration or earlier termination of this Lease (the "Move-out Date"), Tenant shall quit and surrender the Premises, in good condition and repair (reasonable wear and tear excepted) and otherwise as required by this Lease (including provisions relating to Additional Alterations and Tenant's FF&E). If the Premises are not so surrendered by the Move-out Date, Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation, any claims made by any succeeding tenant based on such delay. If Tenant should remain in possession of the Premises after the expiration of this Lease (a "Hold-Over"), such Hold-Over shall be construed as a tenancy from month-to-month, subject to all the provisions of this Lease except that Minimum Monthly Rent shall be subject to an automatic increase of:

(a) six percent (6%), over and above the monthly amounts paid in the last full calendar month of the Term for the first ninety (90) days of such Hold-Over; and

(b) fifty percent (50%) over and above the monthly amounts paid in the last full calendar month of the Term for the Hold-Over occurring from and after such ninety (90) day period.

Tenant shall: (i) pay Landlord, in the event this Lease so becomes a month-to-month tenancy, the above adjusted Minimum Monthly Rent together with all other sums due and owing to Landlord; and (ii) render all other performances, each as if this Lease remained in effect during the Hold-Over. Nothing contained herein shall be

construed as Landlord's permission for Tenant to hold over or to limit Landlord's remedies against for any such Hold-Over.

24.2. **Return of Keys and Cards.**

Upon termination of Tenant's right to possession of the Premises, all keys and magnetic entry cards previously provided to or obtained by Tenant shall be promptly returned to the Landlord, with failure of Tenant to timely return all such keys and entry cards to obligate Tenant to pay all necessary costs in re-keying the locks for the Premises or Project (as appropriate).

24.3. **Title to Tenant's Property- Intentionally Deleted.**

25. QUIET ENJOYMENT.

Upon compliance with and subject to the provisions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term without interference from Landlord; provided, the foregoing shall not extend to or cover any disturbance, act or condition caused or committed by any other tenant or occupant of the Project, or by any third party. In the event Tenant suffers any damage resulting from the acts of any other tenant or occupant of the Project, Tenant shall be subrogated to any rights of action Landlord may have, if any, against such other tenant or occupant for any damages or other liability occasioned thereby.

26. SIGNS AND LIGHTING.

26.1. **Directory.**

Landlord will maintain a Project directory, including listing of the name of Tenant, to be in conformity with the listing of names and suite or space numbers of other tenants of the Project. The manner of such listing, and the exclusive control and use of such directory, shall be within the sole discretion of Landlord. Landlord will, at its expense, install on the door or the exterior wall adjacent to the door of the Premises a sign stating Tenant's business name, suite number and building number generally consistent with similar signs installed by Landlord for other tenants of the Project.

26.2. **Other Signage.**

Tenant shall not erect or place any sign, lettering or design that is visible from any Common Areas or the exterior of the Premises or Project except:

(a) in compliance with all applicable ordinances and other laws, and any applicable provisions of Applicable Restrictions; and

(b) with Landlord's prior written approval, which may be withheld in Landlord's sole discretion.

27. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the obligated party (financial inability or payments of moneys excepted), performance of such act shall be excused for the period of delay; provided, however, nothing in this Article 27 shall excuse Tenant from the prompt payment of any Rent or other sum except as may be expressly provided elsewhere in the Lease, including Section 12.3.

28. BROKERS' COMMISSIONS.

Tenant and Landlord each: (a) represent and warrant to the other that there are no claims for brokerage commissions or finder's fees ("Lease-Related Fees") in connection with this Lease (except commissions or fees to Broker approved or authorized in writing by Landlord for which Landlord shall be solely liable); and (b) agrees to indemnify and hold the other harmless for, from and against all liabilities arising from any claims (including any costs or attorneys' fees) deriving from any claims for Lease Related Fees caused by or through their respective actions or inactions.

29. RULES AND REGULATIONS.

29.1. Generally.

Landlord has adopted written rules and regulations (as and if amended, the "Rules and Regulations") for the Project in the form attached as Exhibit "D". The Rules and Regulations, and any reasonable amendments, changes or additions thereto ("R&R Changes") which Landlord may hereafter make, are hereby incorporated into this Lease and shall be as binding upon Tenant as if fully set forth herein. Tenant agrees to obey and abide by the Rules and Regulations as a covenant of this Lease and as a condition to its occupancy of the Premises; provided, any such R&R Changes hereafter made by Landlord shall not conflict with the provisions of this Lease.

29.2. Changes.

Landlord shall have the right, from time to time upon not less than ten (10) days written notice to Tenant, to rescind any one or more of the Rules and Regulations, or to make any reasonable R&R Changes as, in Landlord's judgment, may be necessary for the operation, maintenance, safety, care and cleanliness of the Premises and of the Project and for the preservation of order therein, provided such R&R Changes shall not materially and adversely affect Tenant's Permitted Use of the Premises.

30. MISCELLANEOUS.

30.1. Notices.

(a) All notices, demands and communications ("Lease Notices") of any kind, which any party to this Lease (including Guarantors) may be required or desires to serve upon any other party, shall (unless otherwise required by Applicable Law) be in writing and deemed given:

(1) upon personal delivery (which may be by facsimile transmission);

(2) one (1) business day following delivery to a nationally recognized overnight courier (such as Federal Express) for next business day delivery; or

(3) two (2) days after deposit in the United States Mail registered or certified with return receipt requested and postage paid.

(b) Addresses for Lease Notices shall be as follows:

Tenant: University of Nevada School of Medicine
Attn: James Lenhart, M.D.
2040 West Charleston, Suite 400
Las Vegas, Nevada 89102
fax (702) 671-2277

Landlord: Spring Valley Medical Properties, LLC
c/o Ensemble Investments, LLC
2425 East Camelback Road, Suite 390
Phoenix, Arizona 85016
fax (602) 954-2229

(c) Any party may change its address for Lease Notices effective as of a date ten (10) days following notice thereof given as provided in Section 30.1(a) above.

30.2. Governing Law and Construction.

This Lease shall be construed in accordance with and governed by the laws of the State of Nevada. Any term or provision of this Lease which now or hereafter is contrary to or invalid under any Applicable Law or any Applicable Restrictions shall be deemed stricken from this Lease without impairing the validity or remainder of this Lease. This Lease has been drafted and/or negotiated by each and all of the parties hereto and, therefore, any rules of construction, interpretation or the like, whether with respect to ambiguities or otherwise, shall not be applied in favor of or against any party hereto.

30.3. Time is of the Essence; Business Days.

(a) Time is of the essence of this Lease.

(b) All references in this Lease to business days (or equivalent) shall mean and refer to days other than Saturdays, Sundays, and holidays recognized by the government of the State of Nevada.

30.4. Time; Binding Effect.

Subject to Sections 17, 18 and 23, the terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. If Tenant shall be more than one (1) party, then the obligations imposed upon Tenant hereunder shall be joint and several.

30.5. Non-Waiver.

All rights and remedies of Landlord under this Lease shall be cumulative and in addition to, and not exclude, any other rights or remedies allowed by law or equity. No delay or omission of either party to exercise any right or power arising from any default shall impair any such right or power, or be construed as a waiver of any such default or an acquiescence therein. No waiver by either party shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Lease, nor shall the acceptance of Rent during any period in which Tenant is in default in any respect be deemed to be a waiver of such default by Landlord.

30.6. Captions.

All headings, gender and similar references in this Lease are for convenience only, are not a substantive part of this Lease, and do not limit or amplify any provisions of the Lease.

30.7. Entire Agreement.

This Lease contains the entire understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior negotiations and understandings (including but not limited to verbal discussions, letters of intent, letters of agreement, and the like) are superseded hereby and merged into this Lease. No party hereto shall be liable or bound to any other party in any manner or by any agreement, warranty, representation or guarantee except as expressly set forth herein. This Lease may be amended or modified only by a written instrument signed by all of the parties hereto.

30.8. Landlord / Tenant Relationship.

The relationship of the parties to and as created by this Lease shall be solely that of Landlord and Tenant, and under no circumstances shall any party be considered as the partner, joint venturer, or agent of the other.

30.9. Late and Partial Payment.

Except as otherwise provided herein, any moneys due from Tenant to Landlord which are not paid within ten (10) days following written notice from Landlord

shall bear interest ("Default Interest") from the due date until paid at a per annum rate equal to the lesser of the maximum rate permitted by law, or eighteen percent (18%); provided, the accrual or payment of such interest shall not excuse or cure any default by Tenant under this Lease. The acceptance or endorsement by Landlord or any payment (whether full or partial payment of sums then due) or check from Tenant shall not be deemed an accord or satisfaction as to, or waiver of Landlord's right to receive, any required or due payment, and shall not prejudice Landlord's right to recover the balance of any amounts due under the term of this Lease.

30.10. Attorneys' Fees and Costs.

In the event of any legal action or proceeding by either party against the other arising out of this Lease, the prevailing party shall recover its actual attorneys' fees in such legal action or proceeding (and such attorneys' fees shall be included in any judgment rendered, as determined by the Court, and not by a jury), together with such party's taxable costs and other chargeable expenses. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, if any person shall institute an action against Tenant in which Landlord is involuntarily and without cause made a party defendant, Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify and hold Landlord harmless for, from and against any and all liability by reason thereof, including attorneys' fees and all costs incurred by Landlord. Tenant will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Tenant's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$50,000.00 per cause of action.

30.11. Non-Recordation of Lease.

Tenant shall not record this Lease (or any evidence or memorandum hereof) without Landlord's prior written consent, and any such recordation with Landlord's consent shall, at the option of Landlord, constitute a non-curable default of Tenant.

30.12. Authority, Resolution and Authority.

If Tenant is a corporation, partnership or other entity not a natural person, each individual executing this Lease on behalf of Tenant represents and warrants that: (a) he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with a duly adopted resolution of the Board of Directors, partners, or other authorizing parties of Tenant; and (b) this Lease is binding upon Tenant in accordance with its terms. Tenant shall, upon execution of this Lease and as a condition of Landlord's obligations hereunder, deliver to Landlord a certified copy of a proper resolution for Tenant authorizing or ratifying the execution of, and performance by Tenant of its obligations under, this Lease.

30.13. Landlord Representations.

Landlord represents and warrants that:

(a) it is a limited liability company, duly formed and in good standing in its jurisdiction of organization;

(b) this Lease was duly authorized to be executed and delivered on behalf of Landlord;

(c) this Lease is binding upon Landlord in accordance with its terms;
and

(d) execution, and performance of each of its obligations under, this Lease does not breach or violate any law, agreement or other arrangement by which it is bound.

30.14. Tenant Representations.

Tenant represents and warrants that:

(a) if other than a natural person, it is a duly formed entity (as referenced in this Lease) in good standing in its jurisdiction of organization;

(b) this Lease was duly authorized to be executed and delivered on behalf of Tenant;

(c) this Lease is binding upon Tenant in accordance with its terms;

(d) execution, and performance of each of its obligations under, this Lease does not breach or violate any law, agreement or other arrangement by which it is bound; and

(e) at all times during the Term, each physician using or occupying all or any of the Premises shall be a member in good standing of the medical staff of the Hospital.

30.15. Security Agreement – Intentionally Deleted.

30.16. Submission of This Lease.

Submission of this Lease for examination or signature by Tenant does not constitute a reservation of or option for Lease, and shall not be binding upon Landlord or the Premises or effective as a lease or otherwise, until fully executed by both Landlord and Tenant, with a fully executed copy delivered to Landlord.

30.17. Joint and Several Liability.

If Tenant consists of two (2) or more persons, corporations or other entities, all agreements, covenants, representations and warranties of Tenant herein are and shall be the joint and several obligation of the persons or entities constituting Tenant. If Tenant consists of a husband and wife, the obligations hereunder shall extend individually to the sole and separate property of each as well as to all of their community property. Notice given to any one of the individuals or entities constituting Tenant shall be deemed as having been given to all such individuals or entities.

30.18. Negotiated Lease.

This Lease is the result of negotiations between Landlord and Tenant and therefore the language contained in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.

30.19. Hazardous Materials.

(a) As used herein, the term "Hazardous Materials" means and includes any hazardous or toxic substance, material or waste which is or subsequently becomes regulated by any local or governmental authority, the State of Nevada or the United States government authority including, without limitation, any hazardous substances, hazardous material, pollutants, contaminants or regulated substances defined in, or for the purposes of, the Comprehensive Environmental Response, Compensation and Liability Act, any applicable "Superfund" or "Superlien" law, the Toxic Substances Control Act, the Solid Waste Disposal Act, the Clean Water Act or any other Applicable Law, statute, rule, regulation or ordinance, regulating, relating to or imposing liability for, or a standard of conduct concerning, any such materials, substances or waste ("Environmental Laws").

(b) Tenant shall comply with any and all Environmental Laws, including but not limited to those involving the use, discharge, removal, and presence of any Hazardous Materials.

(c) To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify and hold Landlord harmless for, from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses, obligations, suits, taxes, charges and disbursements (including, without limitation, diminution in value of the Project, damages arising from any adverse impact on marketing the Project, and sums paid in settlement of claims, actual attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of any failure by Tenant, or any of its Related Parties, to comply with Environmental Laws, including but not limited to those involving the use, discharge, removal or presence of any Hazardous Materials. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material caused or permitted by Tenant to be present in the soil or groundwater on, in or under the Project.

(d) Without limiting the generality of the foregoing, if Tenant or its Related Parties negligently or willfully fail to comply with any Environmental Laws, including but not limited to those involving the use, discharge, removal or presence of any Hazardous Material, Tenant shall promptly take all action, at its sole expense, as may be necessary to return the Project to the condition existing prior to any such non-compliance; provided that Landlord's approval of such action shall first be obtained (not to be unreasonably withheld as long as such action, in Landlord's sole discretion, would not potentially have any material adverse effect on the Project).

(e) Tenant will, when requested by Landlord, any Ground Lessor or Mortgagee, or as and if required by the Applicable Restrictions, provide Landlord with a detailed program for, and thereafter evidence of, compliance with Environmental Laws in connection with Tenant's (and its Related Parties') use and occupancy of the Premises (a "Compliance Program"); provided, neither Landlord's request for, nor Tenant's providing and complying with, a Compliance Program, shall in any way be deemed to: (1) make Landlord responsible for any such actions or inactions of Tenant or its Related Parties; (2) affect, release or limit Tenant's obligations under this Lease, whether with respect to Environmental Laws or otherwise; or (3) treat, or deem the Compliance Program as evidence of Tenant's compliance with any Environmental Laws.

30.20. Survival.

The indemnity, hold harmless and other obligations of Tenant under this Lease (including but not limited to Section 30.19) shall survive the termination or expiration of this Lease.

30.21. Relocation of Premises.

Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:

- a. The new premises shall be substantially the same in size, dimensions, configuration, décor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
- b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
- c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Minimum Monthly Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
- d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
- e. If the new premises are smaller than the Premises as it existed before the relocation, Minimum Monthly Rent shall be reduced proportionately.
- f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Minimum Monthly Rent, if any.

30.22. Exhibits.

Exhibits "A" through "D" attached hereto are by this reference incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and at the place first written above.

"LANDLORD":

Spring Valley Medical Properties, LLC,
an Arizona limited liability company

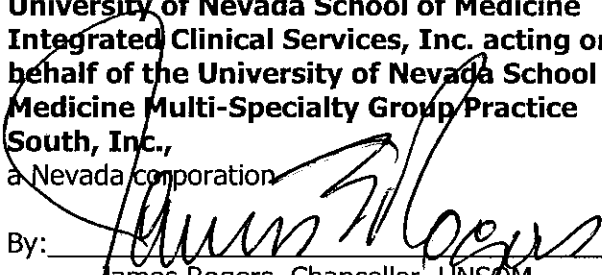
By: Ensemble Investments, LLC,
an Arizona limited liability company

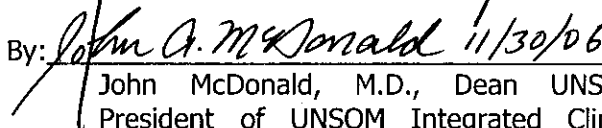
Its: Member

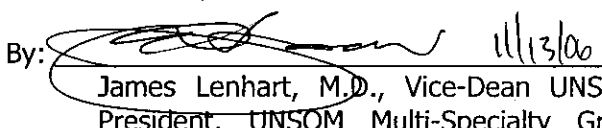
By: 
Randy P. McGrane, its Manager

"TENANT":

**The Board of Regents of the Nevada System
of Higher Education acting on behalf of
University of Nevada School of Medicine
Integrated Clinical Services, Inc. acting on
behalf of the University of Nevada School of
Medicine Multi-Specialty Group Practice
South, Inc.,**
a Nevada corporation

By: 
James Rogers, Chancellor, UNSOM

By:  11/30/06
John McDonald, M.D., Dean UNSOM,
President of UNSOM Integrated Clinical
Services, Inc.

By:  11/30/06
James Lenhart, M.D., Vice-Dean UNSOM,
President, UNSOM Multi-Specialty Group
Practice South, Inc.

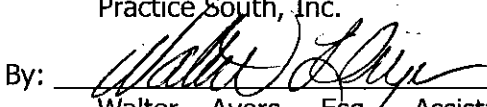
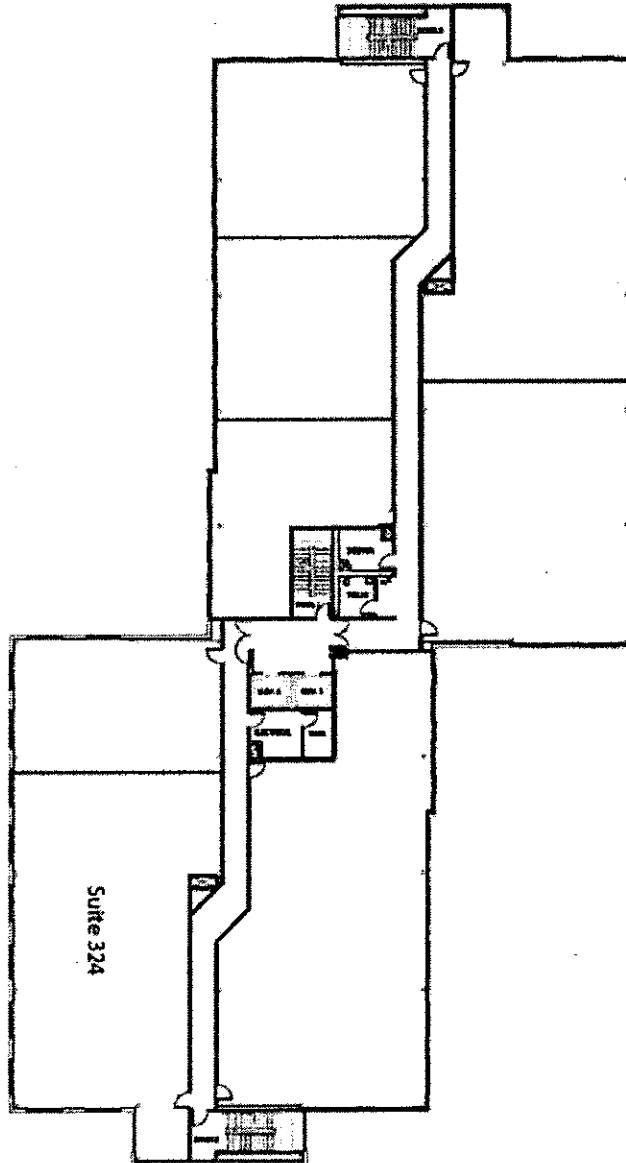
By: 
Walter Ayers, Esq., Assistant General
Counsel UNSOM *Approved as to form.*

EXHIBIT "A"

The Premises



Third Floor Plan
Spring Valley Medical Office Building
Las Vegas, NV

ENSEMBLE
REAL ESTATE SERVICES, LLC



EXHIBIT "B"

RENTAL ADJUSTMENT SCHEDULE

Minimum Monthly Rent shall be subject to adjustment (the "Adjustment"), as of the first day of each Lease Year within the Term (an "Adjustment Date"), commencing with the first day of the second Lease Year, as follows:

1. **Definitions.** For purposes of this Rental Adjustment Schedule, the following terms shall have the following meanings:

(a) "Beginning Index" shall mean the Index published for that month which is two (2) months prior to the month in which the Term commences.

(b) "Extension Index" shall mean the Index published for that month which is two (2) months prior to the month in which the Adjustment Date occurs.

(c) "Index" shall mean the Consumer Price Index—United States City Average—All Urban Consumers—All Items, as published by the United States Department of Labor, Bureau of Labor Statistics or, if the foregoing is discontinued or revised during the Term, another reasonably comparable governmental index or computation providing substantially the same result, as selected in good faith by Landlord.

2. **Adjustment.** The Minimum Monthly Rent shall be adjusted, on each Adjustment Date, to an amount equal to the initial Minimum Monthly Rent multiplied by a fraction, the numerator of which shall be the Extension Index and the denominator of which shall be the Beginning Index, subject to the following limitations:

(a) In no event shall Minimum Monthly Rent, as applicable from and after an Adjustment Date, be less than the Minimum Monthly Rent prior to that Adjustment Date; and

(b) Minimum Monthly Rent, from and after each Adjustment Date, shall have neither a minimum increase, nor a maximum over the Minimum Monthly Rent applicable immediately prior to such Adjustment Date.

EXHIBIT "C"

TENANT'S WORK LETTER

1. Plans and Specifications.

(a) Pricing Plan. Landlord and Tenant each have approved those certain Schematic Plans and Specifications attached as or referenced on Exhibit "C-1" (the "Pricing Plan"), containing the program and specifications and quantities for the Tenant's Work as defined in Section 2(a) below. The Pricing Plan shall constitute the basis for establishing the quantity, quality and scope of Tenant's Work to be provided by Landlord.

(b) Final Plans. Tenant, Landlord, and Landlord's architects and engineers shall coordinate with each other in completing the development of all plans and specifications supplemental to and consistent with, the Pricing Plan and necessary for the construction of the Tenant's Work ("Final Plans"). Final Plans will be subject to the approval of Landlord and Tenant, such approval not to be unreasonably or untimely withheld. Tenant agrees to complete review of any plans or specifications prepared and submitted by Landlord's architect or engineer (the "Architect") within two (2) business days following delivery to Tenant. If Tenant does not complete such review pursuant to this Section 1, any delay or increased cost resulting shall be the responsibility of Tenant (and shall be considered a Tenant Delay under Section 4 below.

(c) Substitutions by Landlord. Landlord shall have the right during the course of Landlord's review and approval of the Final Plans and during the course of construction of the Tenant's Work, to request reasonable substitutions of particular materials if Landlord reasonably determines that the procurement of such materials or construction of portions of the Tenant's Work specified in the Final Plans will cause delay in the Estimated Commencement Date or any other unreasonable or unusual delay; provided, however, that such substitutions do not reduce the quality, quantity or scope of the Tenant's Work contemplated by the Pricing Plan and shall be subject to Tenant's approval, not to be unreasonably or untimely withheld. If Tenant does not approve Landlord's substitutions within seven (7) days of Landlord's notice of such substitutions to Tenant, any delay or increased cost resulting from the procurement of materials or construction of such Tenant's Work for which no substitutions have been made shall be the responsibility of Tenant (and shall be considered a Tenant Delay under Section 4 below, and Tenant shall pay any and all costs and expenses incurred by Landlord in connection with any delay in the commencement or completion of the Tenant's Work described in this Tenant's Work Letter and any increase in the cost of Tenant's Work caused by the procurement of such materials.

(d) Design and Engineering. Subject to Section 3(a) below, all design, engineering and space planning required by the Final Plans shall be provided by Landlord or Landlord's Architect at Landlord's expense, which costs shall be a part of the Tenant Work (defined below). Tenant shall be solely responsible for determining whether the design and engineering of the Tenant's Work are acceptable for Tenant's Permitted Use of the Premises, including the general adequacy and placement of partitions, doors, electrical outlets, lighting, finishes, and similar aspects of the design and engineering.

2. Construction.

(a) Construction of and Payment for Tenant's Work. All improvements required by the Final Plans shall be called "Tenant's Work". Subject to Section 1(c), Section 2(b), Section 2(c) and Section 3 herein, the cost of all Tenant's Work shall be borne by Landlord (the "Tenant Work"). All Tenant's Work shall be constructed by Landlord's contractor(s) ("Landlord's Contractor"). Tenant shall be solely responsible for the design, function and maintenance of all Tenant's Work, except as specifically provided otherwise in this Lease.

(b) Phone and Data Systems. Design and installation of wiring and equipment for telephone and computer network data systems ("Tenant Systems") shall be the responsibility of Tenant and will be performed by Tenant or Tenant's system contractors ("Tenant's System Contractors") as Additional Alterations at Tenant's sole cost and expense (excluding installation of supporting boxes and conduit stubs to the extent called for in the Pricing Plan). Tenant or Tenant's System Contractors shall be allowed reasonable access to the Premises during the construction period for Tenant's Work to install Tenant Systems provided:

(1) such access and work is coordinated in advance with Landlord and the Landlord's Contractor; and

(2) such work conforms with all Applicable Law.

Tenant shall at or prior to expiration of the Lease Term and at its expense, remove all Tenant Systems without damage to the remainder of the Premises or Project. If Tenant fails to remove such Tenant Systems within ten (10) days following the termination or earlier expiration of the Lease Term, Landlord shall, at its option, be entitled to thereafter retain and own the Tenant Systems, free of any claim by or through Tenant.

(c) Permits. Landlord shall secure the approval of governmental authorities of, and all permits required for, the Tenant's Work, with Tenant's cooperation to the extent reasonably requested by Landlord.

(d) Construction Commencement. Following Landlord's receipt of the approvals and permits referenced in Section 2(c), Landlord's Contractor (as selected and employed by Landlord in its sole discretion) shall commence and diligently proceed to construct and complete all Tenant's Work, subject to delays which are beyond the reasonable control of Landlord or Landlord's Contractor.

(e) Punch List. On or before the date upon which Tenant occupies the Premises, Landlord shall cause Landlord's Contractor to inspect the Premises with a representative of Tenant and complete a written punch list of unfinished items of Tenant's Work prior to Tenant's occupancy of the Premises (the "Punch List"). Tenant's representative shall execute the Punch List to indicate Tenant's approval thereof and, if Tenant does not disapprove the Punch List within ten (10) days after receipt thereof, Tenant shall be deemed to have approved the Punch List. Landlord will diligently and in good faith cause the Landlord's Contractors to correct Punch List items, provided, however, the correction of the Punch List items shall not change or affect the Commencement Date of the Lease.

3. **Changes, Additions or Alterations.**

(a) **Change Order.** If Tenant shall request any change, addition, deletion or alteration in the Final Plans (a "Change Order"), Tenant shall prepare and submit (or request, at Tenant's expense, that Landlord prepare and submit) to Landlord plans, specifications and permits with respect to such Change Order for Landlord's approval, such approval not to be unreasonably or untimely withheld. Any such Change Order shall be subject to the provisions of Section 1(c) above and shall be authorized only in writing signed by Landlord and Tenant. As a condition to Landlord's approval of and obligation to implement any Change Order, Tenant shall promptly pay Landlord: (a) the additional cost, if any, of Tenant Work attributable to such Change Order, as calculated by Landlord or Landlord's Contractor; together with (b) an administrative charge equal to the greater of: (1) five percent (5%) of such additional cost; or (2) Landlord's anticipated expenses in administering such Change Order.

(b) **Impact of Change Order.** Landlord shall, before proceeding with any Change Order which, in Landlord's good faith judgment, will change the cost of Tenant's Work by more than One Thousand and No/100 Dollars (\$1,000.00) or cause a delay in the completion thereof, submit to Tenant for its approval (not to be unreasonably or untimely withheld) an estimate of the additional costs or savings involved and the period of time, if any, by which the Change Order will affect the completion date for construction of Tenant's Work. If Tenant fails to approve or disapprove such costs and delay estimate within five (5) days following receipt thereof, the same shall be deemed approved by Tenant. If Tenant timely approves, or is deemed to have approved, such costs and delay estimate, Landlord shall cause the corresponding Change Order to be implemented. The delay, if any, specified in the approved estimate by Landlord shall be considered a Tenant Delay under Section 4 below. Landlord shall promptly proceed with the Change Order as soon as reasonably practical after Tenant's approval of the foregoing estimate, provided, that if any amount shall be payable by Tenant to Landlord pursuant to Section 3(a) above on account of such Change Order, Landlord shall not be obligated to proceed with such Change Order until Landlord receives such payment.

4. **Delay.**

Tenant shall be responsible for, and pay any and all costs and expenses incurred by Landlord in connection with, and the date on which the Premises are ready for occupancy in accordance with Section 8.2 of the Lease shall be determined without regard to, any delay in the commencement or completion of the Tenant's Work described in this Tenant's Work Letter, to the extent caused by:

(a) Tenant's failure to approve or disapprove Landlord's costs and/or delay estimates within the time periods required herein;

(b) any changes, additions, deletions or alterations in the Tenant's Work described in the Final Plans requested by Tenant;

(c) delays in the schedule of construction of the Premises caused by Tenant's failure to approve or disapprove Landlord's substitutions in Section 1(c) above within the time periods required therein; and

(d) any other delay to the extent requested or caused by Tenant. The foregoing delays are referred to herein and in the Lease as "Tenant Delays".

5. **Default.**

Any default by Tenant (after notice and opportunity to cure as set forth in Article 21 of the Lease) under the terms of this Tenant's Work Letter shall constitute an Event of Default under the Lease, Landlord to exercise all remedies referenced in the Lease.

6. **Reasonable Diligence.**

Both Landlord and Tenant each agree to communicate and cooperate with the other and use reasonable diligence in performing all of their respective obligations and duties under this Tenant's Work Letter and in proceeding with the construction and completion of Tenant's Work.

EXHIBIT "D"

RULES AND REGULATIONS

1. **General.** The following Rules and Regulations, as and if amended by Landlord, shall be and are made a part of the Lease. Tenant agrees that: (a) Tenant and its Related Parties shall at all times abide by the Rules and Regulations; and (b) a default in the performance and observance thereof shall constitute a default under the Lease.

2. **Moving of Items Into or Out of the Building.**

(a) Tenant shall not move furniture, equipment, freight or any items of a sizable or heavy nature ("Movable Items") into the Project and Premises without Landlord's consent, and all moving of such Movable Items shall be done only at the time and in the manner prescribed by Landlord.

(b) Tenant shall notify Landlord reasonably in advance of the date Tenant wishes to move such Movable Items into or out of the Project. Landlord shall designate the elevator in the Building is to be used for moving such Movable Items.

(c) Movable Items shall be adequately padded in order to protect the Building and elevator from scratches and other damage.

(d) Unless approved in advance in writing by Landlord, Movable Items shall be moved into or out of the Project and Premises only during regular business hours for the Building.

(e) Any hand trucks or dollies used for moving Movable Items shall be equipped with rubber wheels.

(f) Any vehicle used in the delivery or removal of Movable Items shall be parked only where permitted by Landlord so as not to disrupt the normal business of other tenants, or the normal operation, of the Project.

(g) Landlord shall have the unrestricted right to prescribe and limit size, weight, final positioning and installation of any Movable Items brought into the Building.

(h) In no event shall Tenant knowingly bring Movable Items into the Building which exceed a weight per square foot of floor space utilized which may be dangerous or detrimental to the Building.

(i) Any scratching or other damage to the Building caused while or as a result of moving Movable Items into or out of the Building shall be immediately and professionally repaired at Tenant's expense by contractor(s) approved by Landlord.

3. **The Time When the Building is Closed.**

(a) Landlord shall have the unrestricted right to close and keep locked any and all entrances and security doors of the Building on Sundays, legal holidays and on any other day Landlord reasonably deems advisable for the adequate protection of the Building and its tenants.

(b) At Landlord's option, the Building will be closed on New Year's Day (January 1st), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and on weekends (except between the hours of 8:00 A.M. until 1:30 P.M. on Saturdays) and between the hours of 7:00 P.M. and 7:00 A.M. weekdays.

4. **Signs.**

All signs for the Premises (including but not limited to general directory and identification at the Premises) shall be approved by Landlord and installed in accordance with each Tenant's Lease.

5. **Keys/Locks/Security Systems.**

(a) As soon as practical after executing its Lease, each Tenant will be furnished keys to its Premises and magnetic entry cards without charge. Each Tenant may, at its expense, duplicate such keys for its own use as needed and request additional entry cards from Landlord. Tenant shall exercise strict care to ensure that any keys or entry cards so provided Tenant are neither lost nor made available to any unauthorized party.

(b) Upon expiration or any termination of a Tenant's right to possession of its Premises, all keys to Tenant's Premises and all entry cards to the Building, as previously provided to such Tenant or otherwise in the possession of Tenant (or its employees, agents, contractors, invitees or agents), shall be surrendered to Landlord.

(c) Tenant shall not add, change or rekey the locks to or within its Premises without the prior written consent of Landlord.

(d) Landlord's acceptance of any keys or entry cards returned by any Tenant shall not constitute an agreement by Landlord that any Lease is terminated or modified in any way.

(e) No Tenant shall install any security or similar systems in its Premises without the prior written consent of Landlord.

6. **Parking.**

(a) Except to the extent a Tenant or its employees are using the Premises as permitted by its Lease, no unattended vehicle may be left in any parking area for the Project between the hours of 8:00 P.M. and 6:00 A.M. of the following day.

(b) Except as provided for in Section 6(a) above or its Lease, each Tenant is entitled to the free use of any non-covered parking space(s) available for the Project.

(c) Parking spaces marked for the handicapped shall only be used by vehicles used by persons who are handicapped and are driving vehicles marked with a conspicuously displayed handicapped sticker.

(d) Anything to the contrary herein notwithstanding, Landlord shall have the unrestricted right to control all parking available for the Project, by whatever methods and means it desires. Tenant and its employees shall adhere to and obey all parking control measures as may be placed into effect at any time and from time to time by or through Landlord, whether involving the use of reserved or numbered parking spaces, signs, stickers or identifying decals to be placed on vehicles, or otherwise. Landlord may change such parking control measures from time to time at its sole discretion.

(e) Any vehicle: (1) violating the Project's parking signs; (2) parked in a reserved space in which it has no right; (3) parked in a handicapped space without a handicapped sticker conspicuously displayed in the vehicle; (4) blocking a driveway; (5) parked as prohibited under Section 6(a) above; or (6) violating any other parking control measures of Landlord shall, at Landlord's option (but without obligation for Landlord to do so), be towed away at the violating owner's expense or, when applicable, be subject to citation, all without Landlord incurring any liability.

7. **As to Tenant's Premises.**

(a) Upon noticing any situation concerning its Premises which has or could result in damage to its Premises or the Project, each Tenant shall immediately provide written notice thereof to Landlord. In an emergency situation, each Tenant shall take immediate and appropriate action to protect Tenant's Premises or the Project.

(b) No Tenant shall ever at any time use its Premises as a sleeping or lodging quarters.

(c) No Tenant shall permit its Premises to be occupied or used in a manner offensive or objectionable to Landlord or other Tenants of the Project, whether involving music, noise, odors or vibrations. No Tenant shall interfere in any way with other Tenants or those having business in the Project. No Tenant shall bring any fish, bird or animal into its Premises.

(d) If a Tenant desires to have special janitorial services performed in addition to the janitorial services furnished to it by Landlord under its Lease, it shall not employ any person or firm for that purpose, other than Landlord's janitorial firm, without Landlord's prior written consent.

(e) No Tenant shall install any lighting fixture, sound speaker or any other device in or above the suspended ceiling of its Premises, or hang potted plants or any other items from such ceiling, in each case without the prior written consent of Landlord.

(f) A Tenant may hang pictures and other light-weight items on drywalled walls within its Premises by the use of metal picture hangers only, and on wood paneled walls by the use of small nails driven only into the grooving of such wood paneling. Except for the foregoing, no other type of fastener or hanger shall ever be used for any purpose on any wall within a Tenant's Premises.

(g) Each Tenant is prohibited from painting any masonry, wallpapered or paneled wall within its Premises without the prior written consent of Landlord.

(h) Other than for vacuuming and occasional spot cleaning (as and to the extent to be Landlord's obligation under janitorial services provided to a Tenant), each Tenant shall maintain all carpeting in its Premises, which shall include shampooing and restretching.

(i) Landlord shall supply and install, at its expense, all lighting tubes for fluorescent light fixtures in a Tenant's Premises, excluding any lighting tubes for fixtures installed by such Tenant. Each Tenant shall supply and install, at its expense, all incandescent bulbs on its Premises.

(j) Should a toilet room be part of a Tenant's Premises, such Tenant shall supply and install, at its expense, all toilet room supplies.

(k) Each Tenant shall keep a hard surface (such as plastic or masonite) under each and every chair in the Premises which is located in a carpeted or hardwood floored area and which is used at a person's work station (as opposed to a visitor's chair) to protect the carpeting or hardwood flooring. All furniture having legs shall be equipped with a "coaster" for each leg to protect the carpet or hardwood flooring from indentations.

(l) Tenant shall never deposit used injection needles or other medical waste in any trash container. Such needles or other medical waste shall be placed in a hardcover container as required by, and disposed of in accordance with, applicable laws.

(m) Each Tenant shall dispose of all infectious waste (including but not limited to used needles and syringes, dressings, paper tissues, urine, feces and pathogenic items) strictly as required by applicable laws.

8. **Miscellaneous.**

(a) Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, materially impairs the reputation of the Project or its desirability as a medical office building and, upon written notice from Landlord, such Tenant shall refrain from or discontinue such advertising or promotion.

(b) Canvassing, soliciting and peddling in the Building are prohibited, and each Tenant shall cooperate with Landlord to prevent the same.

(c) No Tenant shall install or affix any type of radio or television antenna to any part of its Premises or the Project without the prior written consent of Landlord.

(d) Landlord shall have the unrestricted right to exclude or expel from the Project any person who, in the sole judgment of Landlord, is intoxicated, under the influence of drugs or who shall in any manner do any act in violation of any of these Rules and Regulations or any Applicable Law or governmental regulation.

(e) Landlord shall have the right to act in a reasonable manner to control and operate all common areas and the heating, air conditioning and other service systems of the Project in such manner as Landlord deems best for the benefit of all Tenants generally and in order to comply with any Applicable Law or governmental regulations.

(f) No Tenant shall conduct any auction or permit any fire or bankruptcy sale to be held in the Premises or Project.

(g) Any door opening from a Tenant's Premises onto any Common Areas of the Project shall be kept closed at all times, except when being used for normal ingress and egress.

(h) Landlord shall not be responsible for lost or stolen personal property, equipment, money, jewelry or any other item from any Tenant's Premises or from common areas of the Project regardless of whether such loss or theft occurs when such Premises or whether or not the Building is locked.

(i) Each Tenant, when leaving its Premises, shall confirm that all water faucets or water apparatus have been shut off so as to prevent waste or damage.

(j) Each Tenant, when leaving its Premises, shall confirm that all unneeded electricity and electrical appliances have been shut off so as to prevent waste or damage.

(k) The common toilet rooms or any toilet rooms located within a Tenant's Premises and the associated toilets, urinals, washbowls and other apparatus ("Fixtures") made available to Tenants (or their employees, guests, contractors, invitees or agents) in such rooms shall not be used for any purpose other than that for which they were constructed. No foreign substances of any kind shall be laced into such Fixtures, and the expense caused by any stoppage, breakage or damage as a result of violating this rule shall be paid for by the Tenant responsible for such stoppage, breakage or damage.

(l) No Tenant shall cause or permit the throwing of any cigar or cigarette butts or other substances or litter of any kind in or about the Project, except in receptacles provided for that purpose.

(m) No Tenant shall obstruct the driveways, parking areas, sidewalks or entrances and exits of the Project, but shall use same only as ingress and egress from its Premises.

(n) Each Tenant shall refer all contractors, service people, installation technicians and the like who are rendering any service on or to its Premises to Landlord for Landlord's reasonable approval and supervision prior to the performance of any work or service. This requirement shall apply to all work or service to be performed in a Tenant's Premises or in

the Project, including installation and service of telephone, computers, electrical devices, plumbing items, walls, doors, painting, woodwork, ceilings and any other items of a physical nature. Landlord shall be given reasonable written notice prior to a Tenant expecting Landlord's approval or supervision.

(o) Landlord shall not be responsible to any Tenant or to any other person for the non-observance or violation of these Rules and Regulations by any other Tenant or person. Each Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its occupancy of its Premises. Landlord shall use reasonable efforts to assist Each Tenant with any problems it may have with a Tenant in an adjoining Premises.

(p) Should any Tenant incur or become liable for any cost, charge or expense under these Rules and Regulations, such Tenant shall pay same upon demand by Landlord, and failure to do so within five (5) days after such demand shall constitute, at Landlord's option, a material breach and default by such Tenant under its Lease.

(q) Landlord shall have the unrestricted right, at any time, and from time to time, to rescind any one or more of these Rules and Regulations, or to make such other and further reasonable rules and regulations as in Landlord's judgment may, from time to time, be necessary for the operation, maintenance, safety, care and cleanliness of each Tenant's Premises and of the Project, and for the preservation of order therein.

FIRST AMENDMENT TO LEASE

BY AND BETWEEN

LANDLORD AND TENANT

Spring Valley Medical Office Building

This First Amendment to Lease, (the "First Amendment") by and between **Spring Valley Medical Properties, LLC**, an Arizona limited liability company ("Landlord") and **The Board of Regents of the Nevada System of Higher Education acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc.**, a Nevada corporation ("Tenant") is entered into as of the date indicated below with respect to the following facts:

RECITALS:

WHEREAS, on or about December 13, 2006, Landlord and Tenant entered into a Lease (the "Lease") for Premises located at 5380 South Rainbow Boulevard, Suite 324, Las Vegas, Nevada (the "Project"); and,

WHEREAS, Paragraph 1.26 of the Lease provides that if the Commencement Date of the Lease is other than the Estimated Commencement Date, Landlord and Tenant shall execute an amendment to the Lease evidencing the actual Commencement Date; and,

WHEREAS, the actual Commencement Date of the Lease is January 1, 2007.

WHEREAS, Landlord and Tenant now desire to provide for the modification of the terms of the Lease as set forth in this written First Amendment.

FIRST AMENDMENT:

NOW, THEREFORE, incorporating herein and by this reference, the foregoing recitals, and in consideration of the terms and conditions of this First Amendment, and mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. Definition of Terms.

For the purposes of this First Amendment, all capitalized terms used in this First Amendment shall have the respective meanings as set forth in the Lease.

2. Commencement Date, Anniversary Date, and Lease Term.

The Commencement Date of the Lease is January 1, 2007. The Lease Year anniversary date shall be January 1st. The Lease Term shall expire on December 31, 2009.

3. Ratification.

Except as expressed and amended by the terms of this First Amendment, the terms of the Lease are ratified and confirmed.

4. Counterparts.

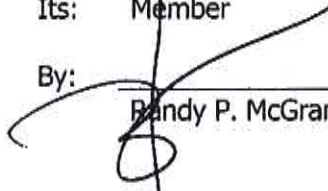
This First Amendment may be executed in counterparts.

IN WITNESS WHEREOF, this First Amendment is executed as of this 28th day of Feb., 2007.

LANDLORD:

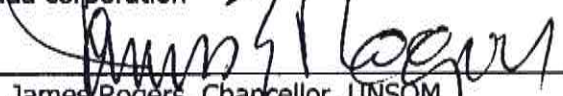
Spring Valley Medical Properties, LLC,
an Arizona limited liability company

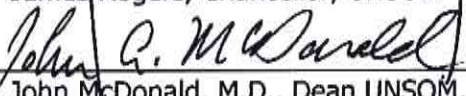
By: Ensemble Investments, LLC,
an Arizona limited liability company
Its: Member

By: 
Randy P. McGrane, its Manager

TENANT:

The Board of Regents of the Nevada System of Higher Education acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc.,
a Nevada corporation

By: 
James Rogers, Chancellor, UNSOM

By: 
John McDonald, M.D., Dean UNSOM,
President of UNSOM Integrated Clinical Services, Inc.

By:  1/8/07
James Lenhart, M.D., Vice-Dean UNSOM,
President, UNSOM Multi-Specialty Group Practice South, Inc.

By: _____
Walter Ayers, Esq.,
Assistant General Counsel UNSOM
Approved as to form

SECOND AMENDMENT TO LEASE

BY AND BETWEEN

LANDLORD AND TENANT

SPRING VALLEY MEDICAL OFFICE BUILDING

This Second Amendment to Lease, (the "Second Amendment") by and between **Spring Valley Medical Properties, LLC**, an Arizona limited liability company ("Landlord") and **The Board of Regents of the Nevada System of Higher Education (NSHE) acting on behalf of the University of Nevada Reno (UNR) acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc. (MSAS)**, a Nevada corporation, formerly known as **The Board of Regents of the Nevada System of Higher Education acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc.**, a Nevada corporation ("Tenant") is entered into as of the date indicated below with respect to the following facts:

RECITALS:

WHEREAS, on or about December 13, 2006, Landlord and Tenant entered into a Lease as was amended by that First Amendment to Lease dated February 28, 2007 (collective the "Lease") for Premises located at 5380 South Rainbow Boulevard, Suite 324, Las Vegas, Nevada (the "Project"); and,

WHEREAS, Landlord and Tenant now desire to provide for the modification of the terms of the Lease as set forth in this written Second Amendment.

SECOND AMENDMENT:

NOW, THEREFORE, incorporating herein and by this reference, the foregoing recitals, and in consideration of the terms and conditions of this Second Amendment, and mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. Definition of Terms.

For the purposes of this Second Amendment, all capitalized terms used in this Second Amendment shall have the respective meanings as set forth in the Lease.

2. Effective Date.

Unless otherwise noted herein, all terms and conditions of this Second Amendment shall be effective April 1, 2010 (the "Effective Date").

3. Tenant.

The name of Tenant shall be revised from "The Board of Regents of the Nevada System of Higher Education acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc., a Nevada corporation" to "The Board of Regents of the Nevada System of Higher Education (NSHE) acting on behalf of the University of Nevada Reno (UNR) acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc. (MSAS), a Nevada corporation". Tenant hereby warrants and represents that this name change does not constitute a Tenant Transfer as defined in Section 18 of the Lease.

4. Term.

The Term as referenced in Section 1.7 of the Lease is hereby extended thirty-six (36) months from April 1, 2010 and shall expire on March 31, 2013 (the "Lease Extension Term").

5. Minimum Monthly Rent.

Upon the Effective Date, Exhibit B of the Lease shall be deleted and Minimum Monthly Rent as referenced in Section 1.9 of the Lease shall be \$1.65 per rentable square foot or Five Thousand Six Hundred Thirty-three and 10/100 Dollars (\$5,633.10) and shall be subject to adjustment (the "Adjustment"), each April 1st (the "Adjustment Date"), commencing April 1, 2011 as follows:

(a) Definitions. The following terms shall have the following meanings:

(i) "Beginning Index" shall mean the Index published for that month which is two (2) months prior to the month in which the Lease Extension Term commences. If the Lease Extension Term commences on any day other than the first of the month, then the Beginning Index shall mean the Index published for that month which is one (1) month prior to the month in which the Lease Extension Term commences.

(ii) "Extension Index" shall mean the Index published for that month which is two (2) months prior to the month in which the Adjustment Date occurs.

(iii) "Index" shall mean the Consumer Price Index—United States City Average—All Urban Consumers—All Items, as published by the United States Department of Labor, Bureau of Labor Statistics or, if the foregoing is discontinued or revised during the Term, another reasonably comparable governmental index or computation providing substantially the same result, as selected in good faith by Landlord.

(b) Adjustment. The Minimum Monthly Rent shall be adjusted, on each Adjustment Date, to an amount equal to the initial Minimum Monthly Rent of the Lease Extension Term multiplied by a fraction, the numerator of which shall be the Extension Index and the denominator of which shall be the Beginning Index, subject to the following limitations:

(i) In no event shall Minimum Monthly Rent, as applicable from and after an Adjustment Date, be less than the Minimum Monthly Rent prior to that Adjustment Date; and

(ii) Minimum Monthly Rent, from and after each Adjustment Date, shall have a minimum increase of zero percent (0%), and a maximum increase of five percent (5%), over the Minimum Monthly Rent applicable immediately prior to such Adjustment Date.

6. Concession to Minimum Monthly Rent.

Tenant shall receive 100% abatement to Minimum Monthly Rent and Project Operating Costs the first month of the Lease Extension Term.

7. Tenant Improvements.

Upon execution of this Second Amendment, Landlord agrees to provide Tenant with a tenant improvement allowance up to Seven and 50/100 Dollars (\$7.50) per usable square foot or Twenty-two Thousand Two Hundred Sixty-seven and 50/100 (\$22,267.50) (the "Allowance") to be used for suite refurbishments at Tenant's discretion subject to Landlord's prior approval. Tenant is responsible for any costs that exceed the Allowance ("Excess Costs") and shall provide payment of Excess Costs prior to Tenant's draw on the Allowance. All work must be done in accordance with the Lease provisions.

8. Option to Terminate.

The continuation of the Lease beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Therefore, if for any reason the Tenant's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired, such that sufficient funding is not available to pay the Rent, then subject to the terms of this Section, Tenant may terminate the Lease, by giving Landlord not less than thirty (30) days prior written notice of termination. Tenant shall pay in consideration for the termination of the Lease a cancellation fee (the "**Cancellation Fee**") in an amount equal to the unamortized portion of the Tenant Improvements Allowance or any other tenant finish allowance provided by Landlord in connection with the Lease remaining as of the effective date of termination (said amortization to be calculated on a straight-line basis over the Term). Tenant shall pay the Cancellation Fee to Landlord prior to the "Termination Date" (as defined below) and Tenant's payment of the Cancellation Fee shall be a condition precedent to the termination of the Lease under this Section. If such notice of termination shall be duly given and Tenant has paid the Cancellation Fee, then the Lease shall terminate upon the later of the following (the "**Termination Date**"): (i) the date of termination set forth in such notice, (ii) the 30th day after the date Landlord receives such notice of termination, or (iii) such other date as may be agreed upon in writing by Landlord and Tenant. Tenant shall surrender the Premises to Landlord in accordance with the provisions of Section 24.1 of the Lease on or before the Termination Date. Notwithstanding anything to the contrary set forth herein, (x) no exercise of the foregoing termination option shall extend the term of the Lease and (y) if following the Termination Date, Tenant has not vacated and surrendered the Premises in accordance with Section 24.1 of the Lease, then the Lease shall not terminate, but instead shall continue as an Unauthorized Holdover subject to Section 24.1. The parties agree that in the event the Lease is terminated pursuant to this Section, they shall not enter into a new lease or agreement for the lease or occupancy of the Premises by Tenant at any time prior to one year after the Effective Date. Upon termination as provided above, both parties shall be released of all obligations and liabilities arising under the Lease following the effective date of termination; provided that the parties shall remain liable under the provisions of the preceding sentence and for all obligations under the Lease that have accrued prior to such termination or are otherwise intended to survive termination of the Lease.

9. Ratification.

Except as expressed and amended by the terms of this Second Amendment, the terms of the Lease are ratified and confirmed.

10. Counterparts.

This Second Amendment may be executed in counterparts.

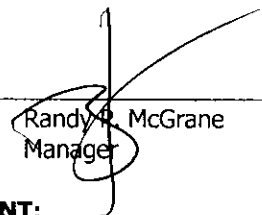
[signatures on following page]

IN WITNESS WHEREOF, this Second Amendment is executed as of this 20~~th~~ day of May, 2010.

LANDLORD:

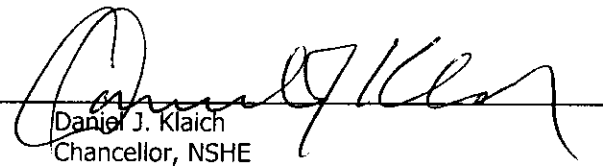
Spring Valley Medical Properties, LLC,
an Arizona limited liability company

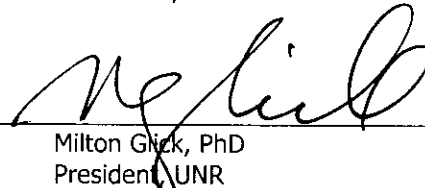
By: Ensemble Investments, LLC,
an Arizona limited liability company
Its: Member

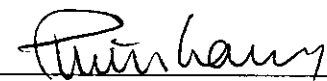
By: 
Randy R. McGrane
Its: Manager

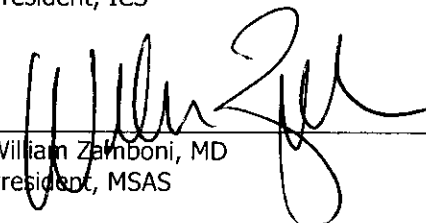
TENANT:

The Board of Regents of the Nevada System of Higher Education (NSHE) acting on behalf of the University of Nevada Reno (UNR) acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc. (MSAS),
a Nevada corporation

By: 
Daniel J. Klaich
Its: Chancellor, NSHE

By:  4/27/10
Milton Glick, PhD
Its: President, UNR

By: 
Ole J. Thienhaus, MD, MBA
Its: President, ICS

By:  4/9/10
William Zamboni, MD
Its: President, MSAS

VIA HAND DELIVERY

Writer's direct: 702/216-2362

May 21, 2013

Barbara Bell
University of Nevada, School of Medicine
5380 South Rainbow, suite 324
Las Vegas, NV 89118

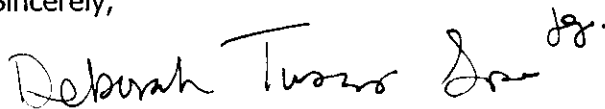
RE: Third Amendment to Lease
Spring Valley Medical Building

Dear Ms. Bell:

Enclosed for your files, please find the Fully Executed Third Amendment to Lease by & between Spring Valley Medical Properties, LLC ("Landlord") and The Board of Regents of the Nevada System of Higher Education (NSHE) acting on behalf of the University of Nevada Reno (UNR) acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc. (MSAS), ("Tenant"). The Third Amendment acknowledges the extension of your lease from April 01, 2013 (the "Effective Date") and shall expire on March 31, 2016 (the "Lease Extension Period").

If you have any questions regarding this Third Amendment to Lease, please do not hesitate to contact me at 702/216-2365 or email me at dspencer@ensablere.com

Sincerely,



Deborah Tussing Spencer
Sr. Vice President, Brokerage Services

Enclosure

DTS/jg

2020 Goldring Avenue
Suite 201
Las Vegas, NV 89106

tel: 702/562-7595
toll free: 888/428-2228
fax: 702/562-7599

ensablere.com

Ensemble Real Estate Services, Inc.

THIRD AMENDMENT TO LEASE

BY AND BETWEEN

LANDLORD AND TENANT

SPRING VALLEY MEDICAL OFFICE BUILDING

This Third Amendment to Lease (the "Third Amendment"), by and between **Spring Valley Medical Properties, LLC**, an Arizona limited liability company ("Landlord") and **The Board of Regents of the Nevada System of Higher Education (NSHE) acting on behalf of the University of Nevada Reno (UNR) acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc. (MSAS)**, a Nevada corporation ("Tenant") is entered into as of the date indicated below with respect to the following facts:

RECITALS:

WHEREAS, on or about December 13, 2006, Landlord and Tenant entered into a Lease, as was amended by that First Amendment to Lease dated February 28, 2007, and by that Second Amendment to Lease dated May 20, 2010 (collectively the "Lease") for Premises located at 5380 South Rainbow Boulevard, Suite 324, Las Vegas, Nevada (the "Project"); and,

WHEREAS, Landlord and Tenant now wish to provide for the modification of the terms and conditions of the Lease as set forth in this written Third Amendment.

THIRD AMENDMENT:

NOW, THEREFORE, incorporating herein and by this reference, the foregoing recitals, and in consideration of the terms and conditions of this Third Amendment, and mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. Definition of Terms.

For the purposes of this Third Amendment, all capitalized terms used in this Third Amendment shall have their respective meanings as set forth in the Lease.

2. Term.

The Lease Term as referenced in Section 1.7 of the Lease, as amended, shall be extended thirty-six (36) months from April 1, 2013 (the "Effective Date") and shall expire on March 31, 2016 (the "Lease Extension Period").

3. Minimum Monthly Rent.

Upon the Effective Date, Minimum Monthly Rent as referenced in Section 1.9 of the Lease, as amended, shall be \$1.50 per rentable square foot or Five Thousand One Hundred Twenty-one and 00/100 Dollars (\$5,121.00) and shall be subject to three percent (3%) annual increase upon each anniversary of the Effective Date.

4. Concession to Minimum Monthly Rent.

Tenant shall receive 100% abatement to Minimum Monthly Rent and Project Operating Costs the month of April 2013.

5. Tenant Improvements.

Upon the Effective Date, Landlord shall provide Tenant with a tenant improvement allowance up to \$10.00 per usable square foot of Premises or Twenty-nine Thousand Six Hundred Ninety and 00/100 Dollars (\$29,690.00) (the "Allowance") to be used for suite refurbishments at Tenant's discretion subject to Landlord's prior approval. The Allowance must be used within the first eighteen (18) months of the Lease Extension Period or shall be forfeited. Up to the amount of the Allowance, Landlord will reimburse Tenant for work done from contractor's invoices or will pay the contractor directly, subject to receipt of appropriate lien waivers. Tenant shall be responsible for all costs which exceed the Allowance and shall pay for all excess costs prior to commencement of the improvements. All work must be done in accordance with the Lease provisions. Tenant shall pay Landlord a fee equal to five percent (5%) of the total of all costs of improvements to the Premises to provide a project manager to oversee construction, prevent the filing of liens, and maintain schedule and quality of construction.

6. Broker.

Broker for purposes of this Third Amendment shall mean shall mean Ensemble Real Estate Services, Inc. as Landlord's representative. No other agent, broker or representative shall be due a commission in relation to this Third Amendment.

7. Ratification.

Except as expressed and amended by the terms of this Third Amendment, the terms of the Lease remain in full force and effect and are hereby ratified and confirmed.

8. Counterparts.

This Third Amendment may be executed in counterparts.

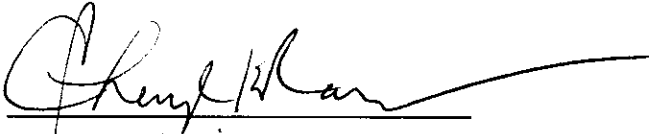
[signatures on following page]

IN WITNESS WHEREOF, this Third Amendment is executed as of this 16th day of April 2013.

LANDLORD:

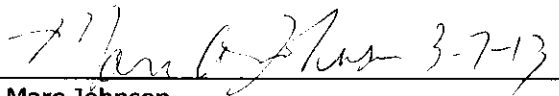
Spring Valley Medical Properties, LLC,
an Arizona limited liability company

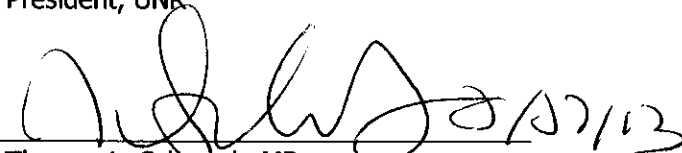
By: Universal Health Realty Income Trust,
a Maryland real estate investment trust
Its: Member

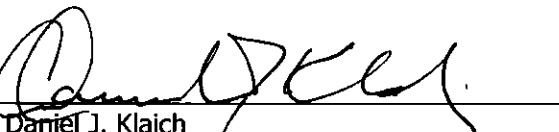
By: 
Its: Vice President

TENANT:

The Board of Regents of the Nevada System of Higher Education (NSHE) acting on behalf of the University of Nevada Reno (UNR) acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc. (MSAS),
a Nevada corporation

By: 
Its: Marc Johnson
President, UNR

By: 
Its: Thomas L. Schwenk, MD
Vice President, Division of Health Sciences
Dean, School of Medicine
President, Integrated Clinical Services, Inc.

By: 
Its: Daniel J. Klaich
Chancellor, NSHE

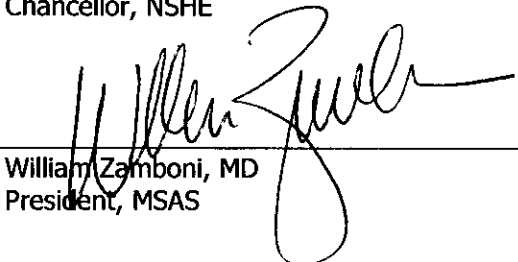
By: 
Its: William Zamboni, MD
President, MSAS

Exhibit 2

FOURTH AMENDMENT TO LEASE

BY AND BETWEEN

LANDLORD AND TENANT

SPRING VALLEY MEDICAL OFFICE BUILDING

This Fourth Amendment to Lease (the "Fourth Amendment"), by and between **Spring Valley Medical Properties, LLC**, an Arizona limited liability company ("Landlord") and **The Board of Regents of the Nevada System of Higher Education (NSHE) acting on behalf of the University of Nevada Reno (UNR) acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc. (MSAS)**, a Nevada corporation ("Tenant") is entered into as of the date indicated below with respect to the following facts:

RECITALS:

WHEREAS, on or about December 13, 2006, Landlord and Tenant entered into a Lease, as was amended by that First Amendment to Lease dated February 28, 2007, and by that Second Amendment to Lease dated May 20, 2010, and by that Third Amendment to Lease dated April 16, 2013 (collectively the "Lease") for Premises located at 5380 South Rainbow Boulevard, Suite 324, Las Vegas, Nevada (the "Project"); and,

WHEREAS, Landlord and Tenant now desire to provide for the modification of the terms of the Lease as set forth in this written Fourth Amendment.

FOURTH AMENDMENT:

NOW, THEREFORE, incorporating herein and by this reference, the foregoing recitals, and in consideration of the terms and conditions of this Fourth Amendment, and mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. Definition of Terms.

For the purposes of this Fourth Amendment, all capitalized terms used in this Fourth Amendment shall have their respective meanings as set forth in the Lease.

2. Term.

The Lease Term as referenced in Section 1.7 of the Lease shall be extended sixteen (16) months from April 1, 2016 (the "Effective Date") and shall expire on July 31, 2017.

3. Minimum Monthly Rent.

Upon the Effective Date, Minimum Monthly Rent as referenced in Section 1.9 of the Lease shall be \$1.64 per rentable square foot or Five Thousand Five Hundred Ninety-five and 85/100 Dollars (\$5,595.85), which amount shall be subject to 3% increase effective April 1, 2017.

4. Broker.

Broker for purposes of this Fourth Amendment shall mean shall mean Ensemble Real Estate Services, Inc. as Landlord's representative. No other agent, broker or representative shall be due a commission in relation to this Fourth Amendment.

5. Ratification.

Except as expressed and amended by the terms of this Fourth Amendment, the terms of the Lease remain in full force and effect and are hereby ratified and confirmed.

6. Counterparts.

This Fourth Amendment may be executed in counterparts.

[signatures on following page]

IN WITNESS WHEREOF, this Fourth Amendment is executed as of this ____ day of _____ 20____.

TENANT:

The Board of Regents of the Nevada System of Higher Education (NSHE) acting on behalf of the University of Nevada Reno (UNR) acting on behalf of University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) acting on behalf of the University of Nevada School of Medicine Multi-Specialty Group Practice South, Inc. (MSAS),
a Nevada corporation

RECOMMENDED APPROVAL:

By: _____
Elissa J. Palmer, MD
Its: President, MSAS

RECOMMENDED APPROVAL:

By: _____
Thomas L. Schwenk, MD
Its: Vice President, Division of Health Sciences
Dean, School of Medicine
President, Integrated Clinical Services, Inc.

RECOMMENDED APPROVAL:

By: _____
Marc Johnson
Its: President, University of Nevada, Reno

APPROVED:

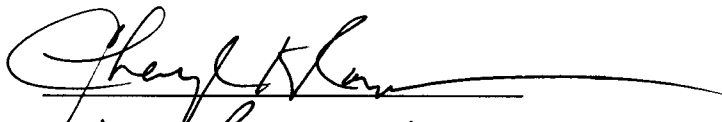
By: _____
Daniel J. Klaich
Its: Chancellor, Nevada System of Higher Education

LANDLORD:

Spring Valley Medical Properties, LLC,
an Arizona limited liability company

By: Universal Health Realty Income Trust,
a Maryland real estate investment trust

Its: Member

By: 

Its: Vice President