

**LEASE AGREEMENT
BETWEEN CITY OF LAS VEGAS AND CLARK COUNTY CREDIT UNION**

THIS LEASE AGREEMENT (“Lease”) is entered into this _____ day of _____, 2016 (“Effective Date”), by and between the STUDY HUB, INC., a Nevada non-profit corporation (“Study Hub” or “Landlord”) and an affiliate of the City of Las Vegas (“City”) (collectively Study Hub and the City are referred to herein as “City Parties”), and the CLARK COUNTY CREDIT UNION, a Nevada non-profit cooperative (“CCCU” or “Tenant”). Study Hub and CCU may be referred to singularly as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the City of Las Vegas (“City”) is acquiring fee title from CCCU for that certain real property, Assessor’s Parcel Number (“APN”) 139-33-402-032 (the “801 Real Property”) and improvements (the “801 Building Improvements”) addressed as 801 Shadow Lane, Las Vegas, Clark County, Nevada (collectively, the 801 Real Property and 801 Building Improvements are referred to as the “801 Premises”);

WHEREAS, Study Hub is the fee title owner of (“APN”) 139-33-402-003 (the “709 Real Property”) and improvements (the “709 Building Improvements”) addressed as 709 Shadow Lane, Las Vegas, Clark County, Nevada and legally described on Exhibit “A” (collectively, the 709 Real Property and 709 Building Improvements are referred to as the “709 Premises”);

WHEREAS, concurrent with the recording of the Grant, Bargain, and Sale deed conveying the 801 Premises to the City in the public records of Clark County, Nevada (the “Closing Date”), the City shall lease the 801 Premises back to CCCU for CCCU’s occupancy through December 31, 2016, under the terms and conditions of a lease executed between the City and CCCU; and

WHEREAS, concurrent with the recording of the Grant, Bargain, and Sale deed conveying the 801 Premises to the City in the public records of Clark County, Nevada (the “Closing Date”), Study Hub shall lease the 709 Premises to CCCU, subject to the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

**ARTICLE 1
DEMISE OF PREMISES**

1.1. PREMISES. Study Hub hereby leases to Tenant, and Tenant hereby leases from Study Hub, the 709 Premises, subject to the terms, conditions, benefits, and rights hereinafter set forth.

**ARTICLE 2
TERM, DELIVERY/ACCEPTANCE AND SURRENDER, TERMINATION**

2.1. PRIMARY TERM. Unless earlier terminated in accordance with the terms in this Lease, the Lease shall commence on the Closing Date (the “Commencement Date”) and shall terminate at 11:59 p.m. Pacific Standard Time on December 31, 2019 (the “Primary Term”).

2.2. OPTION AND ALTERNATE EXTENSION TERM. The City Parties are contemplating construction of a parking structure with retail space within the Las Vegas Medical District (the “Parking Structure” and “Parking Structure Retail Space”). Within eighteen (18) months after the Commencement Date, the City Parties will determine if the Parking Structure and Parking Structure Retail Space will be

constructed and will provide written notice of said determination to Tenant (the "Written Notice"). If the Parking Structure Retail Space, in the City Party's sole determination, is available for Tenant's use, Tenant will have thirty (30) calendar days from receipt of the Written Notice to provide written notice to the City Parties of Tenant's decision to become a future tenant in the Parking Structure Retail Space. If Tenant desires to lease the Parking Structure Retail Space, a future market rate lease will be negotiated between the City Parties and Tenant, including the City Party's obligation to provide up to One Hundred Thousand Dollars (\$100,000) for Tenant's improvements for the Parking Structure Retail Space.

If the City Parties determine that the Parking Structure Retail Space is available for Tenant's use and Tenant chooses to occupy the Parking Structure Retail Space and if the Parking Structure Retail Space is not ready for occupancy by Tenant within three (3) years after the Commencement Day, this Lease may be extended by Tenant for one (1) additional year under the same terms and conditions in this Lease to allow for completion of the construction of the Parking Structure Retail Space and Tenant's improvements ("Extension Term One").

Alternatively, if the City Parties determine that the Parking Structure will not be constructed; or if the Parking Structure Retail Space is not available to Tenant; or if Tenant decides not to become a future tenant in the Parking Structure Retail Space, then this Lease may be extended by Tenant's written request to Study Hub no later than thirty (30) calendar days prior to the end of the Primary Term for an additional six (6) month term ("Extension Term Two") under the same terms and conditions of this Lease to allow for Tenant to relocate to a new location.

2.3. DELIVERY/ACCEPTANCE OF THE PREMISES. Upon the Commencement Date, Study Hub shall deliver to Tenant, and Tenant shall accept from Study Hub, possession of the 709 Premises. Tenant may rekey the 709 Building Improvements. Within five calendar (5) days after the Commencement Date, Study Hub and Tenant shall conduct a walk-through of the 709 Premises to identify any reasonable general maintenance repairs. Study Hub will complete said repairs no later than thirty (30) calendar days after the walk-through date.

During the Primary Term and any Extension Term, the City Parties covenant to provide a minimum of ten (10) surface parking spaces on the 801 Real Property with access from the existing driveway on Shadow Lane for Tenant's employees. In addition, the City Parties will coordinate any of the City's public works projects in the vicinity of the 709 Premises in order to minimize any access disruption to and/or construction impact to the 709 Premises during CCCU business hours from the 801 Real Property.

Tenant acknowledges and agrees that it is leasing the 709 Premises based solely upon Tenant's inspection and investigation and all documents related thereto, or its opportunity to do so, and except for Study Hub's covenants, representations, and warranties otherwise expressly set forth in this Lease, Tenant is leasing the 709 Premises in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, the City Parties have not made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the 709 Premises including, but not limited to, the infrastructure, if any, development rights, expenses associated with the 709 Premises, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials (as defined below), or any other matters affecting or relating to the 709 Premises.

"Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity,

toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used in the Lease, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits, or permit conditions, currently existing.

2.4. **TERMINATION.** This Lease shall terminate at the end of any Extension Term or may be terminated by the Parties pursuant to any of the conditions of limitation or other provisions of this Lease or pursuant to law.

2.5. **SURRENDER OF PREMISES.** At the expiration or any earlier termination of the Term, Tenant shall surrender to Study Hub the possession of the 709 Premises and all improvements and fixtures installed or constructed by or for Tenant thereon free and clear of all claims to or against them by Tenant or any third person or party and free and clear of all Hazardous Materials. Tenant shall leave the surrendered 709 Premises in good, safe and broom-clean condition. All property that Tenant is required to surrender shall become Study Hub's property at termination of this Lease, and all property that Tenant is not required to surrender but that Tenant does not remove shall become Study Hub's property at termination of this Lease. If Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, Tenant shall defend and indemnify Landlord from all liability and expense resulting from the delay or failure to surrender, including claims made by any succeeding tenant or any purchaser or prospective purchaser founded on or resulting from Tenant's failure to surrender. In the event Tenant does not surrender possession of the 709 Premises to the Study Hub as provided above, Study Hub shall use all reasonable and legal means to evict Tenant from the 709 Premises.

All of Tenant's trade fixtures, furniture, furnishings, and other personal property not permanently affixed to the 709 Premises (collectively, "Tenant's Personal Property") shall be and remain the property of Tenant during any Term and thereafter. During the Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Building Improvements resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during the Term such Tenant's Personal Property as necessary in order to operate the Building Improvements in accordance with the terms of this Lease. Upon the expiration of the Term and Tenant's vacation of the 709 Premises, Tenant shall be permitted to remove Tenant's Personal Property. Any of Tenant's Personal Property remaining after the end of the Term shall become the property of Study Hub. At the expiration of the Term or the earlier termination of this Lease, Tenant will be responsible to surrender all keys to Study Hub.

ARTICLE 3 RENT, TAXES

3.1. **RENT.** Tenant agrees to pay to Study Hub, through the City's Finance Department, without prior demand and without any deduction or off-set whatsoever, except as provided in this Lease, rent in the amount of One Dollar (\$1) per full or partial calendar year for the Primary Term and any Extension Term, payable in full upon the Commencement Date or the first day of any Extension Term. Rent due and payable for any partial year shall not be prorated. By way of example, if the Commencement Date is July

15, 2016, then the Rent due from Tenant to City on the Commencement Date shall be Three Dollar (\$3.00) for the three-year Primary Term.

3.2. TAXES. Each year during the Term, Study Hub shall pay Real Property Taxes (as defined below) assessed against the 709 Premises. Tenant shall pay Study Hub within thirty (30) day of receipt of a statement from Study Hub together with copies of tax statements or other verification from the proper taxing authority. The Real Property Taxes for any partial year shall be prorated based on the fiscal year (July 1 to June 30) billing of Real Property Taxes by the Clark County Treasurer.

3.2.1. DEFINITION OF REAL PROPERTY TAXES. Real Property Taxes means taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the 709 Premises. If at any time during the Term the present system of ad valorem taxation of real property is changed so that in lieu of the whole or any part of the ad valorem tax on real property, or in lieu of increases therein, Study Hub is assessed a capital levy or other tax on the gross rents received with respect to the 709 Premises or a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy, or charge (distinct from any now in effect) measured by or based, in whole or in part, upon gross rents or any similar substitute tax or levy, then all of such taxes, assessments, levies or charges, to the extent so measured or based, will be deemed to be a Real Property Tax.

3.2.2. PERSONAL PROPERTY TAXES. Tenant will pay directly all taxes charged against trade fixtures, furnishings, equipment, inventory, or any other personal property belonging to Tenant. Tenant will use its best efforts to have personal property taxed separately from the 709 Premises. If any of Tenant's personal property is taxed with the 709 Premises, Tenant will pay Landlord the taxes for such personal property within thirty (30) days after Tenant receives a written statement from Study Hub for such personal property taxes.

ARTICLE 4 USE AND OPERATIONS OF PREMISES

4.1. TENANT'S COVENANT TO OPERATE PREMISES. Tenant shall use the 709 Premises solely for the purpose of conducting its business, which is expressly limited to Tenant's credit union activities. Tenant shall not use or permit the 709 Premises to be used for any other purpose or purposes except as otherwise provided herein without the prior written consent of Study Hub. Additional uses not contemplated herein are subject to the review and approval by Study Hub, which shall not be unreasonably conditioned, delayed, or withheld. Tenant agrees that the premature abandonment of the 709 Premises by Tenant shall constitute a Tenant Event of Default under this Lease. Tenant further agrees that in the event Tenant fails to use the 709 Premises for a period of sixty (60) consecutive days, Tenant shall be deemed conclusively to have abandoned the 709 Premises.

4.2. USE RESTRICTED. Tenant shall use the Premises only to conduct activities that are substantially related to the Tenant's business operations. Tenant may permit temporary and short-term commercial special events provided that Tenant or its agents obtain the necessary approval(s) and permit(s) from the appropriate governmental authority. If Tenant's use of the 709 Premises for anything other than operations as a credit union or for any unpermitted purpose, Tenant shall have thirty (30) days to remove such unpermitted use from the 709 Premises upon written notice from Study Hub. If the unpermitted use is not removed with thirty (30) days after such written notice from Study Hub, this Lease shall terminate and Tenant shall surrender the 709 Premises to Study Hub pursuant to the terms of this Lease.

4.3. CHANGES TO PREMISES. Tenant shall be permitted to make any reasonable changes to the 709 Premises to support and enhance Tenant's operations. Material structural changes to the 709 Premises shall require prior written approval of the Study Hub, which shall not be unreasonably withheld, delayed, or conditioned. All changes shall comply with all applicable laws, codes, and regulation.

4.4. PROHIBITION ON LIENS. Tenant agrees that it will pay, or cause to be paid, all costs of labor, services and/or materials supplied in the prosecution of any work, done, or caused to be done, on the 709 Premises during its Tenancy, and Tenant will keep the 709 Premises free and clear of all mechanics' liens and other liens regarding work done for Tenant or persons claiming under Tenant.

4.4.1. CONTEST OF LIEN. If Tenant desires to contest any mechanics' lien claim it shall either (i) post a mechanics' lien release bond issued by a responsible corporate surety in an amount and in a manner sufficient to satisfy statutory requirements for the release of such mechanics' lien in the State of Nevada or (ii) furnish Study Hub with adequate security reasonably acceptable to Study Hub for the amount of the claim plus estimated costs and interest and promptly pay or cause to be paid all sums awarded to the claimant on its suit.

4.4.2. NOTICE OF LIEN. Tenant shall notify Study Hub in writing within thirty (30) days of any claim or lien filed against the Premises or the commencement of any action affecting the title thereto.

4.4.3. NOTICE OF NON-RESPONSIBILITY. Study Hub or its representatives shall have the right to access and inspect the 709 Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Study Hub may deem to be proper for the protection of Study Hub's interest in the 709 Premises. Before the commencement of any work which might result in any lien, Tenant shall give to Study Hub written notice of its intention to do so in sufficient time to enable Study Hub to post such notices.

4.5. MAINTENANCE OF THE PREMISES. Tenant shall maintain the 709 Premises and Tenant's Personal Property, and every part thereof, in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the 709 Premises. Tenant shall further not suffer or permit any person to commit any waste on the 709 Premises. Tenant shall be responsible for all maintenance of the 709 Premises at Tenant's sole cost and expense. Tenants shall allow Study Hub to inspect the 709 Premises annually to confirm compliance with this maintenance obligation. Tenant's failure to reasonably maintain the 709 Premises shall constitute an Event of Default by Tenant. If Tenant fails to reasonably maintain the 709 Premises as required by this Article 4.5, Study Hub may, upon ten (10) days prior written notice to Tenant (except that no notice shall be required in the case of an emergency), enter the 709 Premises, including any subleased portions, and perform such maintenance on behalf of Tenant. In such case, Tenant shall pay to Study Hub immediately upon demand, as additional rent, for all costs incurred in performing such maintenance or repair

Except for matters occurring on or before the Commencement Date, or which arise at any time due to the City Parties' negligence or willful misconduct, Study Hub, its officers, employees, and agents shall not be liable for and Tenant shall indemnify and hold Study Hub and its officers, employees, and agents harmless from and against all claims, losses, damages, expenses, penalties, and charges arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's subtenants, employees, invitees, customers, or any other person in or about the 709 Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas, or rain; (b) the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances,

plumbing, air conditioning, or lighting fixtures or any other cause; (c) the failure, delay, or diminution in the quality or quantity of any utilities or services supplied to the 709 Premises, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the 709 Premises; (e) the interruption for any reason in the use of the 709 Premises; (f) the termination of this Lease by reason of the destruction of the 709 Premises; or (g) any conditions arising in or about the 709 Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring on or before the Effective Date, or which arise at any time due to the City Parties' negligence or willful misconduct, the City Parties and its elected officials, officers, employees, and agents shall not be liable for and Tenant shall indemnify and hold the City Parties and its elected officials, officers, employees, and agents harmless from and against all claims, losses, damages, expenses, penalties, and charges arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating, or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain, or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the 709 Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the 709 Premises or any other place upon or near the 709 Premises; (vii) the failing of any fixture, brick, plaster, or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the 709 Premises; (x) the exercise of any rights by Study Hub under this Lease; or (xi) any act or omission of parties other than Study Hub, its elected officials, officers, employees, and agents nor shall any of the forgoing be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring on or before the Effective Date or which arise at any time due to the City Party's negligence or willful misconduct, Study Hub shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant.

4.6. UTILITIES. Tenant shall connect and pay for all utilities and services, including, without limitation, water, gas, trash services, janitorial, heating and cooling, electric and security services. Tenant shall provide and pay for telephone, cable television and Internet service at all times when this Lease is in force and effect.

4.7. COMPLIANCE WITH THE LAW. Tenant shall not use or knowingly permit any person to use all or any portion of the 709 Premises in any manner which violates any laws, ordinances, or regulations of the United States of America; the State of Nevada; Clark County, Nevada; or City of Las Vegas, Nevada; or any other government authority having jurisdiction over the 709 Premises.

4.8. SIGNAGE. Any new signage installed by Tenant shall be professionally fabricated and installed in accordance with the City of Las Vegas Municipal Code and design guidelines at the sole cost of Tenant. The Tenant is to receive written approval from the City of Las Vegas prior to any installation of signs.

ARTICLE 5 ASSIGNMENT AND SUBLETTING

5.1. TENANT ASSIGNMENT PROHIBITED. Tenant shall not transfer or assign this Lease, in whole or in part, or permit the use of the 709 Premises by any person or persons other than Tenant, or sublet the 709 Premises, or any part thereof, without the prior written consent of Study Hub in each instance. Such

prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease.

5.2. **CONSENT REQUIRED.** Any assignment or subletting not otherwise permitted under this Lease without Study Hub's consent shall be void, and shall constitute a default hereunder, which, at the option of Study Hub, shall result in the termination of this Lease or exercise of Study Hub's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

5.3. **LANDLORD'S RIGHT IN THE EVENT OF ASSIGNMENT.** In the event that Study Hub consents to a sublease or assignment hereunder, Tenant shall pay to Study Hub reasonable fees, not to exceed Two Hundred Fifty and 00/100 Dollars (\$250.00), incurred in connection with processing documents necessary to the giving of such consent.

5.4. **LANDLORD'S ASSIGNMENT.** Study Hub may assign this Lease to the City at any time without prior written authorization from Tenant. City, as successor landlord, shall assume all rights and obligations in this Lease.

ARTICLE 6 LEASEHOLD FINANCING

6.1. **NON-SUBORDINATION.** The fee estate in the Property and Study Hub's interest under this Lease shall not be subordinate to, and Study Hub shall not be required to subject its fee estate and interest in the Property or this Lease, to the lien of any financing or mortgage sought or obtained by Tenant, including, without limitation, any leasehold mortgage, if any.

6.2. **NO RIGHT TO ENCUMBER.** Tenant has no right to hypothecate, pledge, encumber, or mortgage its interest in this Lease, the leasehold estate in the 709 Premises created hereby, or any part or parts thereof or interest therein.

ARTICLE 7 INDEMNIFICATION

7.1 **INDEMNITY.** Except in cases of Study Hub's negligence or willful misconduct, Tenant shall indemnify the City Parties and its elected officers, officer, employees, and agents and hold the same harmless from and defend against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence inside, upon, at, or from the Tenant, or the occupancy or use by Tenant or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, subtenants, contractors, employees, servants, invitees or licensees. Tenant's obligations under this Article 7.1 shall survive any expiration or other termination of this Lease.

In case the City Parties shall without fault on its part be made a Party to any litigation commenced by or against Tenant, then Tenant shall protect, defend, and hold the City Parties and its elected officials, officer, employees, and agents harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

ARTICLE 8 INSURANCE

8.1. **INSURANCE GENERALLY.** Tenant will provide Study Hub with copies of all insurance policies and renewals of insurance policies. All insurance policies will also contain endorsements providing that they will not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier without at least thirty (30) days' prior written notice to Study Hub. Study Hub will be entitled to participate in the settlement or adjustment of any losses covered by the policies of insurance. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

8.2. **TENANT'S LIABILITY INSURANCE.** Prior to its use of the 709 Premises, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times when this Lease is in force and effect, maintain Commercial General Liability Insurance applying to the use and occupancy of the 709 Premises and the business operated by Tenant. Such insurance shall be written on an "occurrence" basis and shall include Fire Legal Liability and Premises Medical Payments and Broad Form Contractual liability insurance coverage insuring all of Tenant's indemnity obligations under this Lease. Such coverage shall also contain endorsements: (i) deleting any employee exclusion on personal injury coverage; (ii) including employees as additional insureds; (iii) providing for coverage of employer's automobile non-ownership liability; and (iv) providing a care, custody, and control endorsement. Commercial General Liability Insurance shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00) and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00). Such coverage shall be written to apply to all bodily injury, property damage, personal injury, and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add the City Parties and its elected officials, officers, employees, and agents as additional insureds, and provide that such coverage shall be primary and that any insurance maintained by Study Hub shall be excess insurance only. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or void coverage to the other named insureds; and shall afford coverage for all claims based on acts, omission, injury, and damage, which claims occurred or arose (or the onset of which occurred or arose in whole or in part) during the policy period.

Defense costs shall be provided and shall be in addition to the limits required. There shall be no deductible on the General Liability Insurance policy unless agreed to in writing by Study Hub.

8.3. **TENANT'S PROPERTY INSURANCE.** Tenant shall also maintain at its own cost and expense an "All Risk" property insurance policy excluding any co-insurance provision in an amount adequate to cover the full replacement cost of all Building Improvements, equipment, installations, fixtures, supplies, contents, and belongings in and on the 709 Premises. The policy shall be endorsed with ISO endorsements, specifying coverages for additional cost of contingent liability from operation of building codes, increased cost of construction, debris removal, and demolition costs. The policy shall base valuations for loss on a replacement costs basis, valued at the time of loss. Such policy shall at least provide coverage for the perils of fire, water damage, vandalism, and plate glass. Coverage for flood shall be provided, if available. The deductible shall not be more than Fifty Thousand Dollars (\$50,000) per occurrence for flood coverage and Five Thousand Dollars (\$5,000) per occurrence for all other perils, unless otherwise agreed to in writing by Study Hub.

8.4. **WAIVER OF SUBROGATION.** So long as their respective insurers so permit, the City Parties and Tenant hereby mutually waive their respective rights of recovery against each other for any loss

insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective Party but only to the extent of the net insurance proceeds payable under such policies. Each Party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

**ARTICLE 9
DAMAGE OR DESTRUCTION**

9.1. **STUDY HUB'S REMEDIES.** If the 709 Premises shall be partially damaged by any casualty insured against under Study Hub's insurance policy, Study Hub shall, upon receipt of the insurance proceeds, repair the 709 Premises and until repair is complete the Rent shall be abated proportionately as to that portion of the 709 Premises rendered untenantable. Notwithstanding the foregoing, if: (a) the 709 Premises by reason of such occurrence are rendered wholly untenantable, or (b) the 709 Premises should be damaged as a result of a risk which is not covered by Study Hub's insurance, or (c) the 709 Premises should be damaged to the extent of twenty five percent (25%) or more of the then assessed value as set forth by the Clark County Assessor's Office for the most recent year thereof, or (d) the common areas of the 709 Premises are damaged, whether or not the 709 Premises are damaged, to such an extent that the 709 Premises cannot in the reasonable judgment of Study Hub be operated as an integral unit, then and in any such events, Study Hub may either elect to repair the damage or may cancel this Lease by written notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the 709 Premises to Study Hub. Tenant's liability for Rent upon the termination of this Lease shall cease as of the date following Study Hub's giving notice of cancellation. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of Rent. Unless this Lease is terminated by Study Hub or Tenant, Tenant shall use its insurance proceeds to repair and re-fixture the interior of the 709 Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

9.2. **TENANT'S REMEDIES.** The Tenant may, notwithstanding the foregoing, terminate this Lease effective immediately on the date of written notice to Study Hub in the event of the occurrence of the events in item Article 9.1 above. If Tenant terminates this Lease, it shall have no further obligation to pay Rent or be obligated to make any other payments to Study Hub or perform any other term or condition of the Lease other than remove Tenant's Personal Property in accordance with the terms herein upon the date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of the Lease.

**ARTICLE 10
EMINENT DOMAIN**

10.1 **GENERAL.** Tenant acknowledges that Study Hub will be conveying a portion of the 709 Real Property along Shadow Lane for the construction of public improvements. This City Parties covenant to minimize, as reasonably practicable, construction related impacts to the 709 Premises. Tenant hereby waives and releases the City Parties from any and all claims, damages, costs, expenses, and any and all rights of recovery for loss of leasehold value or any other damages of any kind related to Study Hub's conveyance of a portion of the 709 Real Property along Shadow Lane for the construction of public improvements; however, Tenant's waiver and release shall not apply if the conveyance removed parking from the 709 Premises or unreasonably restricts Tenant's use of the 709 Premises. Tenant's waiver and release specifically excludes any claims that occur or are related to the construction of any public improvements.

10.2. TOTAL TAKING. If, during any Term, the entire 709 Premises shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire 709 Premises shall be taken but it shall be determined by Tenant in its reasonable judgment that the 709 Premises cannot at a reasonable expense be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease may, at the option of Tenant, be terminated by Tenant upon thirty (30) days' written notice, effective as of the date of such taking, and the rights of Study Hub and Tenant in and to the award upon any such taking shall be determined in accordance with this Article 10.

10.3. PARTIAL TAKING. If, during any Term, less than the entire 709 Premises is taken but it shall be determined by Tenant in its reasonable judgment that the 709 Premises can be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease shall not terminate but shall continue in full force and effect for the remainder of such Term and any agreed upon extensions thereof. The rights of Study Hub and Tenant in and to the award upon any such taking shall be determined in accordance with this Article 10. Tenant shall, with due diligence, restore, repair, and replace that portion of the Premises not so taken to a condition suitable for Tenant's intended use, having due regard for the design, construction, and character of the 709 Premises existing before such taking. Any and all funds received by Study Hub or Tenant for such partial taking shall be used to restore, repair, and replace the 709 Premises.

10.4. TEMPORARY TAKING. If all or any portion of the 709 Premises is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period of time, this Lease shall not terminate and Tenant shall continue to perform and observe all of his obligations as though such taking had not occurred except to the extent that Tenant may be prevented from so doing by reason of such taking. Tenant shall in no event be excused from the payment of Rent and all other sums and charges required to be paid under this Lease. Any taking extending longer than sixty (60) days and/or affecting more than fifty percent (50%) of the 709 Premises shall not be considered a temporary taking.

10.5. ALLOCATION OF TAKING AWARD. If all or a portion of the 709 Premises shall be taken by exercise of the right of eminent domain, the total award in any such proceeding or for any such injury or reduction in value shall be determined as follows:

10.5.1. In the event of any taking that results in the termination of this Lease in accordance with the provisions of this Article 10, then Study Hub and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests in the 709 Premises.

10.5.2. In the event of any taking of a portion of the 709 Premises that does not result in the termination of this Lease in accordance with the provisions of this Article 10, then Study Hub and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests affected by such taking.

10.5.3. As used in this Article 10, the phrase "taken as a result of the exercise of the right of eminent domain" shall mean a taking or damaging by eminent domain, or by inverse condemnation, or by deed or transfer in lieu thereof, for any public or quasi-public use under any statute or law. The taking shall, at the election of Tenant, be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which the right to compensation and damages accrues under the applicable law; or (iii) the date on which title vests in the condemnor.

10.6. SETTLEMENT. Study Hub shall not make any settlement with the condemning authority or convey any portion of the 709 Premises to such authority in lieu of condemnation or consent to any taking without the written consent of Tenant, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 11
DEFAULTS BY TENANT; REMEDIES

11.1. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an Event of Default by Tenant:

11.1.1. Any failure by Tenant to pay any installment of Rent or Real Property Taxes, where such failure continues for thirty (30) business days after written notice thereof by Study Hub to Tenant;

11.1.2. Failure by Tenant to observe and perform any material provision of this Lease to be observed or performed by Tenant; where such failure continues for thirty (30) days after written notice thereof by Study Hub to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;

11.1.3. Tenant (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition in bankruptcy or a petition to take advantage of any insolvency act, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (v) files a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

11.1.4. Tenant is adjudicated as bankrupt or a court of competent jurisdiction enters an order or decree appointing, without the consent of Tenant, a receiver of Tenant, or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Tenant under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

11.1.5. Tenant is liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all its assets;

11.1.6. The estate or interest of Tenant in the 709 Premises or any part(s) thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within ninety (90) days after commencement thereof; or

11.1.7. An assignment of Tenant's interest under this Lease occurs without Study Hub's written consent in violation of the provisions of this Lease.

Notwithstanding anything to the contrary contained in this Lease regarding notice and cure periods, any notice and cure periods provided for herein shall be in lieu of, and not in addition to, any applicable time periods prescribed by any applicable laws as a condition precedent to the commencement of legal action against Tenant for possession of the 709 Premises.

11.2. STUDY HUB'S RIGHT TO CURE TENANT'S DEFAULT. Without in any way limiting Study Hub's other rights and remedies hereunder or at law and/or in equity, upon the occurrence of an Event of Default by Tenant, or before the expiration of any notice or cure period hereunder in the event of an emergency, Study Hub, at its option (but without any obligation), may elect to cure any Tenant default under this Lease, and any amount so paid and the reasonable cost of any such cure, plus interest on such sums at the one percent (1%) per month, shall be deemed to be added to the Rent, immediately payable by Tenant to Study Hub upon demand. No such payment or performance by Study Hub shall constitute a waiver of any default by Tenant or of any remedy for such default or render Study Hub liable for any loss

or damage resulting from any such payment or performance. Study Hub, or Study Hub's authorized representative, may enter the 709 Premises for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

11.3. RECEIVER. Upon the occurrence of an Event of Default, and upon commencement of proceedings to enforce the rights of Study Hub hereunder or at law and/or in equity, Study Hub shall be entitled, as a matter of right, to the appointment of a receiver or receivers acceptable to Study Hub of the 709 Premises, pending the outcome of such proceedings, with such powers as the court making such appointment shall confer.

11.4. WAIVER. If Study Hub initiates judicial proceedings or if this Lease is terminated by Study Hub pursuant to this Article 11, Tenant waives, to the extent permitted by applicable law, (i) any right of redemption, re-entry or repossession; and (ii) the benefit of any applicable law now or hereafter in force exempting the 709 Premises from liability for Rent.

11.5. CITY'S RIGHT OF RE-ENTRY. Following an Event of Default by Tenant, Study Hub shall also have the right, with or without terminating this Lease, to re-enter the 709 Premises pursuant to legal proceedings and eject all Parties in possession there following issuance of an order of a court of competent jurisdiction allowing such entry and ejection. Without terminating this Lease and with or without re-entering the 709 Premises, Study Hub may, at any time and from time to time following an Event of Default, either recover all Rent and additional charges provided for hereunder as it becomes due or re-let the 709 Premises, or any part or parts thereof, for the account of Tenant, or otherwise, receive and collect the rents therefor, applying the same first to the payment of such expenses as Study Hub may have paid, assumed, or incurred in recovering possession of the 709 Premises, including reasonable costs, expenses, and attorneys' fees, and for placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions, and charges paid, assumed, or incurred by Study Hub in or in connection with re-letting the 709 Premises, and then to the fulfillment of the covenants of Tenant to be performed under this Lease. In addition to the foregoing, Study Hub shall have the remedies provided under Nevada law, as the same may be modified or replaced hereafter.

11.6. NO AUTOMATIC TERMINATION. No reentry or taking possession of the 709 Premises by Study Hub pursuant to Article 11.5 shall be construed as an election to terminate this Lease or Tenant's liability for the payment of Rent or other charges due or accruing hereunder, or as an acceptance of Tenant's surrender of the 709 Premises, unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Study Hub because of any default by Tenant, Study Hub may at any time after such reletting elect to terminate this Lease for any such default.

11.7. TENANT'S PERSONAL PROPERTY. Upon the occurrence of an Event of Default, all of Tenant's Personal Property shall remain on the 709 Premises and continuing during the length of said Event of Default. Study Hub shall have the right to take exclusive possession of same and to use the same free of rent or charge until all defaults have been cured or, at its option, to require Tenant to remove the same forthwith.

11.8. NO WAIVER. The waiver by Study Hub of any breach of any term, covenant, or condition contained in this Lease shall not be deemed a waiver of such term, covenant, or condition of any subsequent breach thereof, or of any other term, covenant, or condition contained in this Lease. Study Hub's subsequent acceptance of partial Rental or performance by Tenant shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease or of any right of Study Hub to a forfeiture of this Lease by reason of such breach, regardless of Study Hub's knowledge of such preceding breach at the time of Study Hub's acceptance. No

term, covenant, or condition of this Lease shall be deemed to have been waived by Study Hub unless such waiver is in writing and signed by Study Hub.

11.9. **NON-RECOURSE LEASE.** Notwithstanding anything to the contrary contained in this Lease, including without limiting the remedies of Study Hub contained in this Article 11, except as otherwise provided in Article 11.11 below, if at any time, Tenant shall fail to perform or pay any covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Study Hub or its successors and assigns shall obtain a money judgment against Tenant, Study Hub agrees to look solely to the interest of Tenant in the 709 Premises and the Tenant's Personal Property for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Study Hub shall have no right of action nor shall Tenant be liable for any such insufficiency.

11.10 **NO RELEASE.** Notwithstanding the foregoing provisions of Article 11.9, Tenant shall be fully liable to Study Hub for damages suffered by Study Hub, to the extent provided by law for the following: (i) proceeds paid under any insurance policies by reason of damage, loss, or destruction to all or any portion of the 709 Premises, to the full extent that such proceeds are not applied in accordance with the terms and provisions of the Lease, (ii) proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of all or any portion of the 709 Premises, to the full extent that such proceeds or awards are not applied in accordance with the terms and provisions of the Lease, (iii) waste committed on the 709 Premises, damage to the 709 Premises as a result of the intentional misconduct or gross negligence of Tenant or any of its principals, officers, general partners or members, or any agent, employee or volunteer of any such person, or any removal of all or any portion of the 709 Premises in violation of the terms of the Lease, to the full extent of the losses or damages incurred by Study Hub on account of such occurrence, (iv) failure to pay or remove any mechanic's liens, materialmen's liens or other liens created by or through Tenant, to the full extent of the amount claimed by any such lien claimant or (v) intentional fraud, intentional misrepresentation, or intentional failure to disclose a material fact in the written materials and/or information provided to Study Hub by or on behalf of Tenant or any of its affiliates, principals, officers, members, agent, employee, or other person authorized or apparently authorized to make statements, representations, or disclosures on behalf of Tenant or its affiliates, principals, officers, members, agents, employees, or other persons authorized or apparently authorized in connection with this Lease and the transactions contemplated hereby.

11.11. **TENANT'S WAIVER OF DEFENSES.** Tenant hereby waives any and all right, as against the City Parties, to assert any claim against the City Parties or counter-claim or defense in any action brought by the City Parties, whether at law or in equity, on the basis of any asserted invalidity of the City Parties as a governmental authority, the invalidity or illegality of the possession of the 709 Premises by Study Hub, or the invalidity or illegality of this Lease; provided, however, that Tenant reserves all of its rights and remedies at law or in equity in the event this Lease is found to be invalid, illegal, or unenforceable against the City Parties through no action or claim made by Tenant.

ARTICLE 12 DEFAULTS BY CITY; REMEDIES

12.1. **DEFAULTS.** If Study Hub shall neglect or fail to perform or observe any of the terms, covenants, or conditions contained in this Lease on its part to be performed or observed, within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, and if Study Hub shall thereafter fail to proceed diligently to cure such default after written notice thereof from Tenant, then Study Hub shall be liable to Tenant for any and all damages sustained by Tenant as a result of Study Hub's breach, and Tenant shall have the right to pursue any other remedies available at law and in equity.

12.2. **NON-RECOURSE LEASE.** Notwithstanding anything to the contrary contained in this Lease, including, without limitation, the remedies of Tenant contained in this Article 12, if Study Hub fails to perform or pay any covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Tenant or its successors and assigns shall obtain a money judgment against Study Hub, Tenant agrees to look solely to the interest of Study Hub in the 709 Premises for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Tenant shall have no right of action nor shall Study Hub be liable for any such insufficiency.

ARTICLE 13 MISCELLANEOUS

13.1. **EXHIBITS INCORPORATED BY REFERENCE.** All exhibits attached to this Agreement are incorporated into this Agreement by reference.

13.2. **TIME CALCULATIONS.** All references to “days” herein shall mean calendar days unless otherwise stated. The terms “business days” shall mean Monday thru Friday, exclusive of holidays observed by the State of Nevada. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

13.3. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Study Hub and any other person or entity (including, without limitation, Tenant) or as causing Study Hub to be responsible in any way for the debts or obligations of such other person or entity.

13.4. **SUCCESSORS AND ASSIGNS.** The Parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, and permitted successors and assigns.

13.5. **FORCE MAJEURE.** The occurrence of any of the following events shall excuse such obligations of Study Hub or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials, or reasonable substitutes therefor; governmental restrictions, regulations, or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the Party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant obligations to pay Rent or excuse such obligations as this Lease may otherwise impose on the Party to obey, remedy, or avoid such event.

13.6. **NO WAIVER.** A waiver of any given breach or default shall not be a waiver of any other breach or default. Study Hub’s consent to or approval of any act by the Tenant’s requiring Study Hub’s consent or approval shall not be deemed to waive or render unnecessary Study Hub’s consent to or approval of any subsequent similar act by Tenant.

13.7. **NOTICE.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the Party to be notified at the address for such Party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. The Parties may, by notice as provided above,

13.12. CAPTIONS. The captions and section numbers appearing herein are for convenience only, are not operative parts of this Lease, and do not in any way limit or amplify the terms and provisions of this Lease.

13.13. AMENDMENTS. Upon approval of this initial agreement by the Study Hub and after it has been fully executed by signature of all parties, any amendments shall be in writing and executed by both Parties to be in full force and effect.

13.14. CONSENT OF THE PARTIES. Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned, or delayed, unless otherwise expressly provided.

13.15. TIME IS OF THE ESSENCE. Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

13.16. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this Lease is intended, or should be construed, to confer upon or give any person or entity not a party to this Lease any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Lease.

13.17 COUNTERPARTS / ELECTRONIC DELIVERY. This Lease may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

13.18. DISCLOSURE OF PRINCIPALS. Tenant warrants that it has disclosed on the form attached as Exhibit B, all officers and board members of the Clark County Credit Union. Throughout the term hereof, Tenant shall notify Study Hub in writing of any material change in the above disclosure within fifteen (15) days of any such change.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

**LEASE AGREEMENT BETWEEN THE
CITY OF LAS VEGAS AND CLARK COUNTY CREDIT UNION**
Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date set forth above.

STUDY HUB, INC.
"STUDY HUB" or "LANDLORD"

By: _____
Elizabeth N. Fretwell, President

ATTEST:

By: _____
Scott D. Adams, Secretary

APPROVED AS TO FORM: John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 6/23/16
Deputy City Attorney Date

Date of Approval by Study Hub: _____

CLARK COUNTY CREDIT UNION
"CCCU" or "TENANT"

By: Matt Kershaw

Name: Matthew Kershaw

Title: CEO

Date of Approval by Tenant: 06/27/16

EXHIBIT A

709 REAL PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 33; THENCE SOUTH 0°08'52" WEST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 125.00 FEET; THENCE SOUTH 89°46'00" EAST AND PARALLEL WITH THE NORTHERLY LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 33, A DISTANCE OF 30.00 FEET TO A POINT IN THE EASTERLY LINE OF SHADOW LANE (60.00 FEET IN WIDTH) SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°46'00" EAST A DISTANCE OF 130.77 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO BLAS CLEMENTS, ET UX, BY DEED RECORDED JANUARY 18, 1962 AS DOCUMENT NO. 273302 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE SOUTH 0°26'30" WEST, A DISTANCE OF 99.29 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL CONVEYED BY DOCUMENT NO. 273301, SAID SOUTHWEST CORNER BEING A POINT IN THE NORTHERLY LINE OF BEARDEN DRIVE (50.00 FEET WIDE); THENCE NORTHWESTERLY ALONG A CURVE OF SAID NORTHERLY LINE OF BEARDEN DRIVE (SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 152.64 FEET, SUBTENDING A CENTRAL ANGLE OF 2°50'31" AND WHOSE TANGENT BEARS NORTH 58°16'57" WEST) A DISTANCE OF 7.57 FEET TO A POINT OF REVERSE, CURVE; THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE, (BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 202.64 FEET SUBTENDING A CENTRAL ANGLE OF 34°27'04" AND WHOSE TANGENT BEARS NORTH 55°26'26" WEST) A DISTANCE OF 121.84 FEET; THENCE NORTH 89°53'30" WEST TANGENT TO SAID REVERSE CURVE, A DISTANCE OF 9.82 FEET TO A POINT IN THE AFOREMENTIONED EASTERLY LINE OF SHADOW LANE; THENCE NORTH 0°08'52" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 59.91 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JANUARY 25, 1968 IN BOOK 849 AS DOCUMENT NO. 682144, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JUNE 28, 1988 IN BOOK 880628 AS DOCUMENT NO. 00584, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT B

DISCLOSURE OF TENANT'S PRINCIPALS

DISCLOSURE OF TENANT'S PRINCIPALS

The Officers and Board of Directors of the Clark County Credit Union are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Matt Kershaw</u>	<u>2625 N Tenaya Way</u>	<u>702-939-3157</u>
2. <u>Eric Jorgenson</u>	<u>2625 N Tenaya Way</u>	<u>702-939-3157</u>
3. <u>Doug Spring</u>	<u>" "</u>	<u>" "</u>
4. <u>Ed Zagalo</u>	<u>" "</u>	<u>" "</u>
5. <u>Debbie Conway</u>	<u>" "</u>	<u>" "</u>
6. <u>Lee Haney</u>	<u>" "</u>	<u>" "</u>
7. <u>Mike Schramm</u>	<u>" "</u>	<u>" "</u>
8. <u>Ted Olivas</u>	<u>" "</u>	<u>" "</u>
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

[NOTARY ACKNOWLEDGEMENT ON NEXT PAGE]

DISCLOSURE OF PRINCIPALS

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

CLARK COUNTY CREDIT UNION

By: *Matt Kershaw*

Name: Matthew Kershaw

Title: CEO

Subscribed and sworn to before me this 24 day of June, 2016.

By: *Jean L Burns*
Notary Public

