

RESOLUTION NO. R-48-2025

RESOLUTION CONSENTING TO CERTAIN UNDERTAKING OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE OFFICE LEASE AGREEMENT BETWEEN THE LAS VEGAS REDEVELOPMENT AGENCY AND BLUE DREAM LV, LLC CONCERNING THE LEASE OF THE 3RD FLOOR OF 2050 S. PINTO LANE, LAS VEGAS, NEVADA

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency is an incorporated entity of the State of Nevada that was created to revitalize the Redevelopment Area by creating new jobs, maintaining existing employment opportunities, eliminating blight, and diversifying the local economy; and

WHEREAS, the Agency desires to lease 15,000 rentable square feet of third floor vacant space (the "Lease"), a copy of which is attached hereto as Exhibit A, at that certain parcel of real property, Assessor's Parcel Number 139-33-302-041, addressed as 2050 S. Pinto Lane, Las Vegas, Nevada (the "Premises"); and

WHEREAS, the Governing Board of the Agency has considered the findings that Agency entering into the Lease is of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property is located; and

WHEREAS, the Governing Body of the Agency has determined that the Lease, which provides for the leasing of the Premises in order to sublease to the Nevada System of Higher Education Board of Regents on behalf of Nevada State University to expand medical education and employment opportunities is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan.

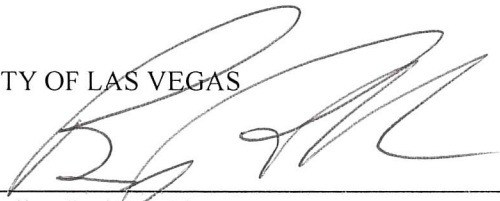
WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Lease.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the Lease is of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Lease for the Property.

THE FOREGOING RESOLUTION was PASSED, ADOPTED AND APPROVED THIS 16th day of July, 2025.

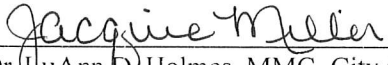
CITY OF LAS VEGAS



~~Shelley Berkley, Mayor~~


Brian Knudsen, Mayor Pro-Tem

ATTEST:



for Dr. LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM

 7/2/25

Deputy City Attorney Date
John S. Ridilla
Assistant City Attorney

Resolution No, R- _____ -2025
Lease Agreement
2050 S. Pinto Lane/Nevada State College

RDA/City Council Meeting 7/16/2025
RDA Item 7 City Item 38

EXHIBIT A

OFFICE LEASE AGREEMENT

[REFERENCE ATTACHED]

OFFICE LEASE

THIS OFFICE LEASE (the "Lease") is entered into this ____ day of _____, 2025 (the "Effective Date") by and between BLUE DREAM LV, LLC, a Nevada limited liability company ("Landlord") and the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, an agency organized under the laws of the State of Nevada ("Tenant").

SECTION 1

BASIC LEASE PROVISIONS

1.1. **Definitions.** The following capitalized terms shall have the following meanings:

Project: Pinto Medical Office Building project located at 2050 S. Pinto Lane, Las Vegas, Nevada, on the northeast corner of Tonopah Drive and Pinto Lane, Las Vegas, Nevada, and depicted on Exhibit A attached hereto, consisting of the Building, the Common Areas (as defined herein), and all other improvements located thereon, including the Premises.

Building: The structure located in the Project containing the Premises. The Building contains approximately 45,000 square feet of rentable floor area.

Premises: That certain portion of the Building identified as the entire third floor, comprised of 15,000 square feet of floor area, as depicted on Exhibit B attached hereto and incorporated herein by reference; the Suite number for the Premises will be assigned at the time the City of Las Vegas ("City") issues a Certificate of Occupancy for the Premises upon completion of Tenant's Work (as defined herein).

**Tenant's Name
And Address:** City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Economic and Urban Development Department
Las Vegas, Nevada 89101
Attn: Director

With a copy to:

Office of the City Attorney
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attn: Assistant City Attorney

**Tenant's Trade
Name:** Not Applicable

Landlord's Name Blue Dream LV, LLC

and Address: 3131 La Canda Street, Suite 241
Las Vegas, Nevada 89169
Attn: _____

Commencement Date: The date on which Landlord delivers exclusive possession of the Premises to Tenant with Landlord's Work as set forth in Exhibit C, attached hereto and incorporated herein by reference ("Landlord's Work"), completed. Within thirty (30) days after the Commencement Date occurs, Landlord and Tenant agree to memorialize in writing the Commencement Date.

Rent Commencement Date The Rent Commencement Date shall be October 1, 2025, subject to Section 2.2 below.

Lease Term or Term: One hundred and twenty (120) full calendar months commencing on the Commencement Date and continuing through the last day of the one hundred and twentieth (120th) full month following the Commencement Date, as such date may be extended by any Option Period (as defined herein). Tenant shall also have two (2) five (5) year Option Periods.

Lease Year: "Lease Year" is defined as that period of time commencing on the Commencement Date and ending on the last day of twelve (12) full calendar months thereafter and each twelve (12) full calendar month period thereafter.

Base Rent:

Base Rent Period	Monthly Base Rent
Rent Commencement Date through expiration of the 5 th full Lease Year	\$37,500.00
Lease Year 6 through Lease Year 10	\$41,250.00
Lease Year 11 through Lease Year 15 (if applicable)	\$45,450.00
Lease Year 16 through Lease Year 20	\$49,950.00

Security Deposit: None.

Permitted Use(s): General, medical, and educational office uses.

Tenant's Broker: None

Landlord's Broker: None.

1.2. **Exhibits.** The following documents are attached hereto and made a part hereof:

- Exhibit A: Site Plan of Property and Building
- Exhibit B: Floor Plan of the Premises
- Exhibit C: Landlord's Work
- Exhibit D: Disclosure of Principals

SECTION 2

PREMISES

2.1 **Lease of Premises.** In consideration of the performance by Tenant of its obligations as set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Term. Further, Landlord hereby grants to Tenant, and Tenant's employees, agents, contractors and invitees, a non-exclusive license to use the Common Areas in common with other tenants during the Term, subject to the exclusive control and management thereof at all times by Landlord, and otherwise in accordance with the terms of this Lease. 2.2.

Condition of Premises. Landlord shall deliver the Premises to Tenant, with Landlord's Work complete, within ten (10) days after the Effective Date.

Except as otherwise provided herein, if the Commencement Date has not occurred on or before ninety (90) days after the Effective Date, Tenant shall have the right to terminate this Lease upon ten (10) days prior written notice to Landlord. Upon such termination, this Lease shall be of no force and effect and Tenant and Landlord shall have no liability hereunder. Notwithstanding any other provision in this Lease, under no circumstances shall Base Rent commence prior to the Commencement Date.

SECTION 3

RENT

3.1. **Payment of Rent.** Tenant hereby covenants to pay Base Rent to Landlord, on the first (1st) day of each calendar month during the Term, in cash, check or immediately available funds, at Landlord's address as provided in Section 1.1, without set-off, deduction, counterclaim, abatement or reduction whatsoever. The Base Rent and Additional Rent (as defined herein) shall hereinafter be referred to collectively as the "Rent". Payments of Rent with respect to any partial month shall be prorated on a daily basis based on a thirty (30) day month. All checks for the Rent and any other amounts due and payable to Landlord shall be made payable to Blue Dream LV, LLC.

3.2. **Additional Rent.** During the Lease Term, Tenant shall pay as "Additional Rent" Tenant's Share (as defined herein) of commercially standard reasonable common area maintenance expenses for the Building, including all real property taxes, insurance, commercial association fees, utility bills, along with all utility assessments and utility-related maintenance costs relating to the Building, including, but not limited to, water, sewer, gas, electricity, cable, internet, and fire protection bills for the Building, or used by Tenant in connection therewith (collectively, the "Project Operating Expenses"). Tenant's share of the Project Operating Expenses shall be 33.3% ("Tenant's Share"). Tenant agrees that for the first five (5) years after the Rent Commencement Date, the Additional Rent shall be \$0.45 p/sf monthly, or \$6,750 per month. This amount shall increase by ten percent (10%) at the same time the Base Rent increases during the Lease Term. From years 6 through 10, the Additional Rent shall be \$0.495/sf monthly, or \$7,425 per month. From years 11 through 15 (if applicable), the Additional Rent shall be \$0.5445/sf monthly, or \$8,167.50 per month. From years 16 through 20 (if applicable), the Additional Rent shall be \$0.598/sf monthly, or \$8,970 per month.

Each calendar year by March 31, or as soon thereafter as reasonably practicable, Landlord shall reconcile the Tenant's payments of Tenant's Share of the Project Operating Expenses for the previous year to reflect actual expenses for that period and the Tenant shall be given a credit against the next Project Operating Expenses payment(s) due from the Tenant (or, if the Term of the Lease has expired, a refund, for any overpayment within thirty (30) days thereafter). A copy of the reconciliation, and all reasonable supporting documentation (collectively, the "Reconciliation"), shall be furnished to Tenant when completed. If the amount paid by Tenant for that year is less than the Tenant's Share of the Project Operating Expenses, Tenant shall pay to Landlord the deficit within forty-five (45) days of receipt of the Reconciliation.

Tenant shall have the right for a period of one hundred eighty (180) days after Landlord delivers the Reconciliation to Tenant (the "Review Period") to notify Landlord that Tenant will, or will cause a certified public accounting firm of recognized local standing to audit and/or inspect that portion of Landlord's books and records {including all details and receipts as may be requested by Tenant or its auditor) pertaining only to the actual Project Operating Expenses for such preceding year covered by the Reconciliation; provided (i) such audit and/or inspection commences within thirty (30) days after Landlord makes such books and records available to Tenant's auditor and thereafter proceeds reasonably to conclusion, (ii) such audit and/or inspection does not unreasonably interfere with the conduct of Landlord's business, (iii) both Tenant and the accounting firm conducting the audit and/or inspection executes a confidentiality agreement for the benefit of Landlord, in the form reasonably requested by Landlord, prior to the commencement of the audit or inspection, and (iv) such audit is not conducted for a contingent fee. Tenant shall provide a copy of such audit to Landlord. This paragraph shall not be construed to limit or abate Tenant's obligation to pay the Additional Rent when due as set forth in this Lease, except that in the event of a dispute, Tenant shall only be obligated to pay the undisputed amount until such time as the audits allowed pursuant to this paragraph are complete and the amounts owed or to be refunded finally determined.

3.3. **Security Deposit.** Intentionally Omitted.

3.4. **Option Period Rent.** Tenant shall have and is hereby granted an option to extend the initial Term of the Lease for two (2) additional five (5) year period(s) (the "Option Periods")

to begin immediately upon the expiration of the initial Term (without the necessity of executing a new lease therefor) and to run successively thereafter and upon the same terms, provisions and conditions as contained in this Lease, except for the Rent provisions hereinafter set forth, and except there shall be no additional options to extend; provided, however, Tenant's right to exercise any option to extend hereunder shall, at the time of each and every exercise of such option, be subject to each of the following conditions: (i) that Tenant is not in default in the performance of any of Tenant's obligations under the Lease; and (ii) Tenant has provided Landlord with the required prior written notice set forth herein below.

The Base Rent payable by Tenant during any Option Period shall be as set forth in Section 1.1 above.

Notice of exercise of any option to extend shall be in writing to Landlord and shall be given not more than eighteen (18) months nor less than six (6) months prior to the expiration of the initial Term or the immediately preceding Option Period, as the case may be.

3.5. **Late Charges.** In the event any installment of Rent is past due by more ten (10) business days, a late charge of ten percent (10%) of the delinquent amount may be charged by Landlord

SECTION 4

USE OF PREMISES

4.1 **Permitted Use; Rules and Regulations.** Tenant shall use the Premises for the Permitted Use and for no other purpose, and otherwise in compliance with all applicable laws, and any reasonable rules and regulations instituted by Landlord with respect to the Project, which apply to all tenants and occupants of the Project in a non-discriminatory manner, and which shall have been provided to Tenant in writing ("Rules and Regulations").

4.2 **Tenant's Conduct at the Premises.** Tenant shall carry on its business at the Premises in compliance with all laws, and the Rules and Regulations and shall not cause, permit or suffer to be done or exist upon the Premises anything which shall result in a danger or hazard. Tenant shall be prohibited from conducting any use, or making any modification, which would in any manner (i) violate any certificate and occupancy, or similar governmental approval applicable to the Project; (ii) cause structural injury to all or any part of the Building or to any improvements in the Project; (iii) lead to an increase in insurance premiums at the Project; or (iv) constitute a public or private nuisance.

4.3 **Signage.** Tenant may not install any signage at the Premises or at the Project without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Landlord agrees that, in addition to any other Landlord-approved signage, Tenant shall have the right to install signage on the exterior of the Premises. Landlord agrees that it shall include, at Landlord's cost, Tenant's name (including any subtenant of Tenant) on any Building directory in similar typeface as all other tenants or occupants on such directory. Any signage installed by Tenant shall comply with applicable laws, and any Rules and Regulations governing the Project.

SECTION 5

UTILITIES

Landlord shall be solely responsible for the cost of providing all utility services to the Project, Building, and Premises (including the interior thereof), including, without limitation gas, electricity, water, sewer, internet service, HVAC, and any other utilities serving the Premises. Landlord reserves the right to stop or reduce the level of any or all of the utility services contemplated hereunder when reasonably necessary by reason of: (i) accident or emergency, (ii) mechanical breakdown if beyond Landlord's control to repair, or (iii) any Force Majeure Events (as defined herein); provided, however, that if Landlord fails to provide any utility(ies) for more than three (3) consecutive days, Base Rent shall be abated until all of such utilities are restored in full. If such utility(ies) are not restored within fifteen (15) calendar days of the initial failure, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Except as otherwise provided herein, Tenant hereby acknowledges that Landlord shall have no liability for any interruption or failure to provide utility services so long as Landlord is taking all steps within Landlord's control to mitigate such causes of interruption or failure, other than as a result of the negligence or willful misconduct of Landlord. Landlord will not be responsible for any monthly utility bills.

SECTION 6

PERSONAL PROPERTY TAXES

Tenant shall be responsible for and pay, when due, any and all taxes, fees or assessments levied on Tenant's furniture, fixtures and equipment, trade fixtures, utility installations, and any other personal property in the Premises.

SECTION 7

COMMON AREAS AND PARKING

7.1 **Landlord Control of Common Areas.** There shall be available in the Project certain areas and facilities to be used for automobile parking and for the general use, convenience and benefit of the employees and invitees of Tenant and the other tenants, owners, and occupants of the Project, which areas together with the service corridors and all other service facilities and equipment are referred to herein as "Common Areas". Except as otherwise specifically set forth in this Lease, Tenant and its employees, and invitees are authorized, empowered and privileged to use the Common Areas in common with other authorized persons, as determined by Landlord, during the Term. Landlord shall keep or cause to be kept said Common Areas in a neat, clean and orderly conditions, properly lighted and landscaped, and shall repair any damage to the facilities thereof. Tenant's right to use the Common Areas shall be subject to the right of Landlord, from time to time as deemed reasonably necessary in Landlord's sole and absolute discretion, to: (i) establish, modify and enforce reasonable Rules and Regulations with respect to the Common Areas; (ii) enter into, modify, and terminate easements, licenses and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof and any additions thereto or exclusions therefrom; (iii) temporarily close any portions of the Common Areas so long

as such closure(s) do not impair Tenant's rights under this Lease or Tenant's access to the Premises; and (iv) do and perform such other acts which relate to, concern or arise out of the Common Areas and improvements thereon in Landlord's commercially reasonable judgment.

7.2 **Parking.** Landlord has disclosed to Tenant that Landlord has entered into a parking agreement (the "Parking Agreement") with the City which permits Landlord to utilize certain parking improvements at a City parking lot located at 2031 S. Pinto Lane, Las Vegas, Nevada (the "Parking Facilities"). Tenant shall be entitled to utilize twenty (20) parking spaces at the Parking Facilities, four (4) of which shall be marked as reserved solely for Tenant's (or its subtenant's) exclusive use (the "Parking Requirements"). Landlord shall keep such Parking Agreement in full force and effect during the Lease Term (including any extensions of the same). If, for reasons beyond Landlord's control, the City terminates the Parking Agreement, Landlord shall provide, at Landlord's sole cost and expense, alternate parking within a two (2) block radius of the Project, which alternate parking must satisfy the Parking Requirements.

SECTION 8

REPAIR AND MAINTENANCE OBLIGATIONS

8.1 **Landlord's Obligations.** Except as expressly provided in Sections 8.2, Landlord shall maintain in good condition and repair, commensurate with similar office buildings in the greater Las Vegas area, the Premises and the Building, including, without limitation, the following: (i) the roof, foundation, exterior walls and structural components of the Building; (ii) the Common Areas, (iii) all operating systems of the Project and those directly serving the Premises, including, without limitation, heating and air conditioning systems, mechanical systems, plumbing systems, and electrical systems, (iv) all utilities serving the Premises, (v) the doors serving the Project, Building, and Premises, and (vi) the utility meters systems serving the Premises, if any. Landlord agrees to maintain the Common Areas in good repair and clean condition at all times. Tenant shall promptly notify Landlord of any damage or necessity of repair of any matters for which Landlord is responsible.

8.2 **Tenant's Obligations.** Except for those obligations assumed by Landlord in Section 8.1, Tenant shall, at its sole cost and expense, maintain the interior of the Premises and every part thereof in good order, condition and repair, including without limitation the interior and non-structural walls, ceilings, floor surfaces and doors within the Premises and the furniture within the Premises. Tenant shall provide its sole cost and expense janitorial services required for the Premises. Tenant shall dispose of garbage in the proper, designated containers serving the Building. Landlord reserves the right to require that all repair and maintenance to be performed by Tenant at the Premises be performed by contractors approved in writing by Landlord, provided, however that Tenant may utilize employees of the City of Las Vegas or other governmental agency to perform such maintenance and repairs at Tenant's discretion, and without Landlord's approval. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in at least as good condition as existing as of the Commencement Date, reasonable wear and tear and construction of Tenant's Work and permitted Alterations (as defined herein) excepted.**SECTION 9**

TENANT'S WORK; ALTERATIONS TO PREMISES

9.1 **Tenant's Work.** Unless otherwise provided in this Lease, Tenant shall be responsible to perform the installation of its tenant improvements, fixtures, furniture, and equipment (collectively, "Tenant's Work"). All of Tenant's Work shall be at Tenant's sole cost and expense pursuant to plans and specifications which meet Landlord's reasonable approval. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. The location of the trash containers shall be reasonably designated by Landlord. During the installation of Tenant's Work, Tenant and its contractor, if any, shall keep the Project free of all construction and related debris. Tenant shall not permit any mechanic's liens or materialmen's liens to be recorded against the Building.

9.2 **Alterations.** With the exception of Tenant's Work, Tenant shall not make any interior, exterior, or structural additions, alterations, improvements or changes ("Alterations") in, or to the Premises, with a construction cost in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), without the prior written approval of Landlord, which may be granted or withheld in Landlord's reasonable discretion. Any such approved Alterations shall be at the sole cost and expense of Tenant. Landlord may impose, as a condition to such consent, such requirements as Landlord may deem reasonably necessary for the protection of the Premises. Landlord shall be entitled to post notices on and about the Premises with respect to Landlord's non-responsibility for mechanics' liens. Any Alterations shall be made promptly and in a professional manner, lien free, and in compliance with all applicable laws. Any Alterations made by Tenant that are not deemed to be fixtures shall, at Landlord's option with prior written notice to Tenant, become the property of Landlord upon the expiration or sooner termination of this Lease. Landlord shall have the right, however, to require Tenant to remove such Alterations, at Tenant's sole cost and expense, upon such termination of this Lease and to surrender the Premises in the same condition as it was prior to the making of any or all such Alterations, reasonable wear and tear excepted.

9.3 **Inapplicability of NRS 108.2403.** Landlord and Tenant agree that NRS 108.2403 (as the same may be amended) shall not apply to construction of Tenant's Work or any Alterations.

9.4 **Tenant Indemnity.** Except to the extent otherwise limited by applicable law, Tenant shall indemnify and hold Landlord and the Project free of and harmless from any and all liabilities, losses, claims, or damages arising out of any Alterations and Tenant's Work undertaken by Tenant, whether specifically under the provisions of this Lease or otherwise, including all costs, damages, expenses, court costs and reasonable attorneys' fees incurred in or resulting from claims made by any person or persons, by other tenants in the Project, their subtenants, agents, employees, customers and invitees. The indemnity set forth in this Section 9.4 shall survive the expiration or earlier termination of the Lease.

SECTION 10

HAZARDOUS MATERIALS

10.1 **Compliance with Environmental Laws.** Tenant agrees that it will comply with all environmental laws, whether local, state or federal (collectively "Environmental Laws"), including, without limitation, (a) the Clean Air Act, 42 U.S.C. 1857 et seq.; (b) the Water Pollution Act, 33 U.S.C. 1151, et seq.; (c) the Resource Conservation and Recovery Act of 1976, 42 U.S.C.

6901, et seq.; (d) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.; (e) the Clean Water Act, 33 U.S.C. 1251, et seq.; (f) the Toxic Substances Control Act, 15 U.S.C. 2301, et seq.; and NRS Chapters 445C (Environmental Requirements) and 459 (Hazardous Materials), all as shall be amended from time to time. Without limiting the foregoing, Tenant agrees as follows: (i) Tenant shall not use the Premises or any portion of the Project to handle, transport, store, treat or dispose of any Hazardous Waste, whether or not it was generated or produced on the Premises; (ii) Tenant shall notify Landlord immediately upon receipt of any notice of a violation of any Environment Laws relating to the Premises or the Project; and (iii) defend, indemnify and hold Landlord harmless from and against, except to the extent limited by applicable law, any and all claims, damage, liability, expense or cost of any kind whatsoever, which Landlord, or its Mortgagee may suffer, incur or pay resulting from or arising out of any act or omission of Tenant, its agents, employees, contractors or invitees, regarding the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste in, on, around or from the Premises or any portion of the Project, or a violation of any Environmental Law by Tenant; provided however Tenant shall have no duty whatsoever to defend, indemnify, or hold Landlord harmless from and against any Hazardous Waste at the Premises or Project that existed as of the Commencement Date and/or which was not introduced to the Premises or Project specifically by Tenant.

10.2 **Hazardous Materials Defined.** The term "Hazardous Materials" shall include, without limitation, any toxic waste, chemical pollutant, solid waste, combination of solid waste, or similar environmental hazard, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to (i) an increase in mortality, (ii) an irreversible or incapacitating illness, or (iii) a substantial, present, or potential hazard to human health or the environment, when improperly treated, stored, transported or disposed, or otherwise managed, whether or not at such time of occurrence, it shall be deemed a violation of any Environmental Law. The obligations of Tenant, as well as the foregoing indemnity, in connection with this Section 10.2, shall survive the expiration or earlier termination of this Lease, anything herein to the contrary notwithstanding.

SECTION 11

INSURANCE; LANDLORD LIABILITY

11.1 **Tenant's Insurance.** At all times during the Term, Tenant shall keep in full force and effect, at its sole cost and expense, the following insurance policies:

11.1.1 Fire and extended coverage insurance, with an "all risk" coverage endorsement, insuring Tenant's stock in trade, furniture, personal property, merchandise, trade fixtures, operating equipment, wall coverings, carpeting and window treatments, and, to the extent installed or paid for by Tenant, all leasehold improvements, fixtures, and non-moveable equipment on the Premises, all in an amount equal to one hundred percent (100%) of the replacement value thereof.

11.1.2 The City of Las Vegas has adopted a self-insured liability program. Tenant is covered under such self-insured liability program and, therefore, Tenant self-insures each

occurrence. Landlord acknowledges that such self-insurance shall satisfy all of Tenant's insurance obligations under this Lease.

11.2 **Landlord's Insurance.** Landlord shall obtain and keep in force a policy or policies of insurance covering loss or damage to the Building (including exterior walls and roofs) in the amount of full replacement value.

11.3 **Waiver of Subrogation.** Each insurance policy required by this Lease shall contain an express waiver of any and all rights of subrogation against the insured party, its partners, officers, agents, and employees, to the extent of the insurance coverage required under this Lease. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which such party may carry.

11.4 **Landlord Liability.** Landlord shall not be liable for any damages or liability arising out of or resulting from a breach of any duty of any kind or for any injury to or death of persons or loss or damage to Tenant's business or damage to any property of Tenant or any other person arising out of or in any way related to the use, occupancy and enjoyment of the Project, Building, Premises, or the Common Areas by Tenant or any person claiming by, through, or under Tenant, unless the same shall be caused by the negligence or misconduct of Landlord. For purposes of this Subsection 11.4 only, the term "Landlord" shall be deemed to include Landlord, the members of Landlord, the fee owner of the Project if other than Landlord, Landlord's managing agent for the Building, their respective subsidiaries and affiliates, and the respective members, directors, officers, agents, servants, and employees of each of the foregoing. This Section 11.4 shall survive the expiration or earlier termination of this Lease, anything herein to the contrary notwithstanding.

SECTION 12

DAMAGE OR DESTRUCTION

12.1 **Damage to Premises.** If the Premises or the Building are damaged or destroyed in whole or in substantial part by fire or any other casualty, Landlord or Tenant may, by notice to the other party, given within sixty (60) days of such damage or destruction, terminate this Lease. In such event, neither Landlord nor Tenant shall be required to repair the Building or Premises and Tenant shall surrender the Premises to Landlord within thirty (30) days after delivery of the notice of termination. Rent shall be apportioned and paid promptly to Landlord through the date on which Tenant delivers vacant possession of the Premises to Landlord. If neither party terminates the Lease as provided in this Section 12.1, Landlord shall, following such damage or destruction, diligently repair that part of the Building damaged or destroyed, but only to the extent of Landlord's obligations pursuant to the terms of this Lease, excluding any Tenant's responsibilities with respect to such repair. Notwithstanding the foregoing, if the restoration and repair of the damage may reasonably be estimated to take more than six (6) months from the date of such damage, Landlord shall promptly notify Tenant in writing of the same and Tenant shall have the right to terminate this Lease by giving written notice to Landlord of its intent to terminate. In such instance, this Lease shall terminate on the date on which Tenant delivers vacant possession to Landlord.

12.2 **Abatement of Rent.** If any damage or destruction to the Premises described in Section 12.1 causes material interference with the operation of Tenant's business at the Premises, and if this Lease is not terminated pursuant to any provision of this Section 12, Tenant shall be entitled to a proportionate reduction and abatement of Rent and Tenant's Share of Operating Costs equal to the unusable floor area of the Premises as a percent of the total floor area of the Premises. Any such reduction shall be prorated so that such abatement shall be in effect only for those days and to the extent that the floor area of the Premises is not reasonably usable by Tenant for the Permitted Uses.

SECTION 13

CONDEMNATION

If the whole or any part of the Premises or any part of the Building shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier (the "Condemnation Date"), whereupon the Rent shall be paid up to the Condemnation Date with a proportionate refund by Landlord of any Rent paid for a period subsequent to the Condemnation Date. All compensation awarded or paid upon a total or partial taking of the Premises, Common Areas or Building, including the value of the leasehold estate created hereby, shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. Nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or the cost of removing trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

SECTION 14

ASSIGNMENT AND SUBLETTING

14.1 **Request by Tenant.** Except for a Permitted Transfer (as defined herein), Tenant shall not assign, sublease, transfer or encumber (each a "Transfer") this Lease or Tenant's interest herein, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Upon receipt of a written request by Tenant to Transfer its interest under the Lease, Landlord shall have the right to request in writing such reasonable information and documentation as Landlord may require to evaluate such request, and Landlord shall respond to Tenant's request within thirty (30) days of receipt of the same. Any attempted Transfer by Tenant without Landlord's prior written consent shall be null and void, and of no force and effect.

14.2 **Permitted Transfers.** Tenant shall be permitted to assign this Lease without Landlord's approval to (i) the City of Las Vegas and/or (ii) the Board of Regents of the Nevada System of Higher Education ("NSHE") on behalf of Nevada State University, (each a "Permitted Transfer").

14.3 **Tenant Remains Liable.** No assignment, sublease or Transfer of this Lease by Tenant shall release Tenant of its obligations set forth herein, and Tenant shall remain primarily

liable to Landlord with respect to the same. Upon the occurrence of an Event of Default (as defined herein) by an assignee, sublessee or transferee of Tenant, Landlord may proceed directly against Tenant without the necessity of pursuing any remedy against such assignee, sublessee or transferee. Consent to one Transfer by Landlord shall not constitute Landlord consent to any subsequent Transfer.

SECTION 15

EVENTS OF DEFAULT AND REMEDIES

15.1 **Tenant Default.** The occurrence of any of the following events shall constitute a "Default" or an "Event of Default" and material breach of this Lease by Tenant:

15.1.1 Any failure by Tenant to pay any Base Rent or any other sum required to be paid under this Lease, or any part thereof, more than ten (10) days after written notice from Landlord;

15.1.2 Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in Default if it commences such cure within the thirty (30) day period and thereafter cures said Default and diligently pursues said cure to completion;

15.1.3 Abandonment or vacation of the Premises by Tenant. As used in this Lease with respect to the Premises, the terms "vacate" and "abandon" shall include, without limiting the broadest meaning of those terms, the failure of Tenant to occupy the Premises for a period of thirty (30) consecutive days unless such failure is excused or permitted under the express terms of this Lease or by written agreement between Tenant and Landlord or by a Force Majeure Event.

15.1.4 If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within ninety (90) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of ninety (90) days.

15.1.5 Tenant has failed to perform or been in Default under this Section 15 more than twice within any twelve (12) month period during the Term, and as a result thereof, Landlord delivered a default notice to Tenant. Any third or subsequent Default under the Lease within said twelve (12) month period shall be deemed a non-curable Default and Landlord, in addition to all other rights and remedies it may have hereunder, shall have the right to take immediate possession of the Premises and/or terminate the Lease.

15.2 **Landlord Remedies.** Upon the occurrence of any Event of Default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, pursue any and all rights and remedies of Landlord at law or in equity, including, but not limited to, retaking possession of

the Premises and terminating the Lease. Landlord's rights and remedies as set forth herein shall be cumulative, and the exercise by Landlord of any right or remedy shall not preclude Landlord from pursuing any other rights or remedies. Notwithstanding anything to the contrary in this Lease, in no event whatsoever shall Tenant be liable for or shall Landlord be entitled to special, incidental, consequential or punitive damages for Tenant's Default.

15.3 **Landlord Default.** Landlord shall not be in Default hereunder unless Landlord fails to perform the covenants and agreements contained in this Lease, on or before thirty (30) days after written notice by Tenant to Landlord. If the nature of Landlord's Default is such that more than thirty (30) days are required to cure the Default, then Landlord shall not be in Default if Landlord commences the cure within said thirty (30) day period and thereafter diligently prosecutes the same to completion.

15.4 **Tenant Remedies.** Upon the occurrence of any Event of Default by Landlord, Tenant may, at any time thereafter, pursue any and all rights and remedies of Tenant at law or in equity, including damages, injunctive relief or specific performance. Tenant's rights and remedies as set forth herein shall be cumulative, and the exercise by Tenant of any right or remedy shall not preclude Tenant from pursuing any other rights or remedies. Notwithstanding anything to the contrary in this Lease, in no event shall Landlord be liable for or shall Tenant be entitled to special, incidental, consequential or punitive damages for Landlord's Default.

SECTION 16

SUBORDINATION, ESTOPPEL CERTIFICATE AND MORTGAGEE PROTECTION

16.1 **Subordination.** As used herein, "SNDA" means a customary subordination non-disturbance and attornment agreement which requires any mortgage holder or ground lessor to accept this Lease, and not to disturb Tenant's possession, so long as an event of default has not occurred and be continuing (a " ") executed by Landlord, Tenant and the appropriate mortgage holder or ground lessor now or in the future in place. This Lease is and shall be subordinate to all present and future ground leases, deeds of trust and other security interests in the Premises, the Building or the Project, including any modifications, renewals or extensions thereof, provided that Tenant has received a SNDA in connection therewith. Tenant agrees that upon demand from Landlord, to execute the SNDA along with the appropriate mortgage holder or ground lessor. If Landlord or any Mortgagee elects to have this Lease prior to the lien of any ground lease, deed of trust or other security instrument, and Landlord or Mortgagee provides written notice of such election to Tenant, then such ground lease, deed of trust or other security instrument shall be subordinate to this Lease. Should any Mortgagee ever acquire or foreclose upon Landlord's ownership interest in the Premises, Tenant shall attorn to such Mortgagee, or the purchaser at the foreclosure sale, as applicable, as Landlord under this Lease as provided in the SNDA Tenant has received in connection therewith. Notwithstanding anything to the contrary contained herein, Landlord agrees to secure and provide to Tenant prior to the Commencement Date a SNDA from any mortgage holder or ground lessor currently in place. In the event that the SNDA is not delivered to Tenant by the Commencement Date, Tenant shall have the right to delay the Commencement Date until the SNDA is received, provided, however, that in the event the SNDA is not received within ninety (90) days of the Effective Date, Tenant can terminate this Lease by

written notice to Landlord and upon such termination neither Landlord nor Tenant shall have any further obligations hereunder.

16.2 **Estoppel Certificate.** Tenant hereby agrees that, from time to time during the Term, Tenant shall provide to Landlord, within thirty (30) days of Landlord's written request, a statement confirming that this Lease is unmodified and in full force and effect (or, if this Lease has been modified, that this Lease is in full force and effect as so modified), stating the date through which Rent has been paid, confirming that Landlord and Tenant are not in default of their obligations under the Lease (and/or describe any existing defaults), and such other commercially standard and reasonable matters as Landlord may request.

SECTION 17

HOLDING OVER

17.1 **Holdover Tenancy.** In the event that Tenant shall remain possession of the Premises after the expiration or earlier termination of the Term, such holding over shall be deemed to have created a month-to-month tenancy, terminable upon thirty (30) days' written notice by either party to the other, subject to all of the terms and provisions of this Lease. Notwithstanding the foregoing, the Base Rent payable during the holdover period shall equal one hundred fifty percent (150%) of the Base Rent payable by Tenant to Landlord during the immediately preceding twelve (12) month period.

17.2 **Surrender of Premises.** Tenant shall, upon expiration or termination of the Term, surrender the Premises broom clean, in good condition and repair, with all mechanical, electrical and plumbing systems in good operating condition (to the extent Tenant is responsible for the maintenance of such systems under this Lease), reasonable wear and tear excepted. Tenant shall promptly surrender all keys for the Premises at the place then fixed for payment of Rent.

SECTION 18

SALE OF PREMISES BY LANDLORD

In the event of any sale, exchange or other conveyance of Landlord's interest in the Project or any portion or portions thereof by Landlord, and an assignment by Landlord of this Lease, Landlord shall be and is hereby entirely released and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale, exchange or conveyance and assignment but shall not be released or relieved for any matters that arose prior to such sale, exchange, or other conveyance. Landlord shall promptly provide to Tenant a copy of the assignment and assumption agreement between Landlord and its transferee in regard to this Lease.

SECTION 19

NOTICE

Any notice, request, approval, demand, consent or other communication required or

permitted under this Lease (including also any exhibits, addenda and riders attached hereto and made a part hereof) shall be in writing and shall be deemed sufficiently given or served by Landlord or Tenant to or on the other, as the case may be, within three (3) business days after mailing by certified or registered mail, postage prepaid, or upon personal delivery, or within one (1) business day after deposit with a local courier service or a nationally recognized overnight courier service with a package tracking system, addressed to the notice address of the addressee specified in Section 1.1 hereof. Either party may change such address (provided personal delivery is able to be delivered at such new address) by written notice to the other in accordance with this Section 19. Notice given by the legal counsel for a Party or by the authorized agent of the Landlord shall be effective notice under this Section 19.

SECTION 20

MISCELLANEOUS PROVISION

20.1 **Entry by Landlord.** Landlord shall have the right, upon providing twenty-four (24) hours' notice to Tenant, to enter upon the Premises, together with Landlord's agents, vendors and representatives, for the purpose of (i) showing the Premises to prospective purchasers or lessees thereof (during the last 12 months of the then Lease Term); and (ii) undertaking repairs or improvements as required or authorized hereunder. For the purpose of this Section 20.1, notice may be provided verbally or via email to the email address provided by Tenant. In the event of an emergency, no notice shall be required.

20.2 **Successors and Assigns.** Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns, subject to all agreements, covenants, and restrictions contained elsewhere in this Lease with respect to the assignment, transfer, encumbering or subletting of all or any part of Tenant's interest in this Lease or the Premises.

20.3 **Partial Invalidity.** If any provision of this Lease is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Lease and such other provision shall remain in full force and effect. If any provision of this Lease is capable of two constructions, one of which would render the provision void and one of which would render the provision valid, the provision shall be interpreted in the manner which would render it valid. It is the intention of the parties hereto that the covenants of this Lease be independent of each other. It is agreed that, if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

20.4 **No Personal Liability of Landlord.** Tenant shall look solely to Landlord's interest in the Premises and the Project of which the Premises are a part for the satisfaction of any judgment or decree requiring the payment of money by Landlord based upon any Event of Default under this Lease or upon any act or omission of any partner, member, shareholder or director of Landlord (including also any of the respective successors of any of the foregoing), arising out of this Lease or relating in any way thereto or to the Project, and no other property or assets of Landlord or of said partners, members, shareholders or directors of Landlord (including also any of the respective

successors of any of the foregoing), shall be subject to levy, execution or other enforcement procedures for satisfaction of any such judgment or decree.

20.5 **Entire Agreement; Amendments.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof. This Lease is and shall be the only lease agreement between the parties relative to the Premises hereto and their respective representatives and agents as of the date hereof. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. None of the terms, covenants, conditions or provisions of this Lease may be modified, deleted or added to except by written Lease amendment signed by the parties hereto, and with regards to Tenant by (i) the Mayor of the City of Las Vegas, with City Council approval, if the modification, alteration, or revision will require Tenant to expend or cost Tenant more than Fifty Thousand and 00/100 Dollars (\$50,000.00) to carry out the change, or (ii) the City Manager or Real Estate Manager for the City of Las Vegas, if the modification, alteration, or revision will require Tenant to expend or will cost Tenant less than Fifty Thousand and 00/100 Dollars (\$50,000.00) to carry out the change, or merely revises the language of this Lease without any impact on the amount of funds required to be expended by Tenant.

20.6 **Governing Law; WAIVER OF JURY TRIAL.** The laws of the State of Nevada shall exclusively govern the validity, construction, performance and enforcement of this Lease. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Clark County, Nevada. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant, but shall be interpreted in accordance with the general tenor of its language. **LANDLORD AND TENANT HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (INCLUDING ANY CLAIM FOR INJURY OR DAMAGE AND ANY EMERGENCY AND OTHER STATUTORY REMEDY IN RESPECT THEREOF) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.**

20.7 **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, pandemics and endemics and any business stoppage or lockouts or lockdowns related thereto, and other causes beyond the reasonable control of the party obligated to perform (each a "Force Majeure Event"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, excluding Tenant's obligations to pay the Base Rent pursuant to this Lease, which shall not be interrupted or delayed.

20.8 **Time.** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

20.9 **Relationship of Parties.** Nothing contained in this Lease shall be deemed to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, other than the relationship of landlord and tenant.

20.10 **Real Estate Brokers.** Landlord and Tenant hereby warrant to the other that they have had no dealings with any broker or agent in connection with this Lease. Landlord and Tenant hereby hold each other harmless and indemnify the other from and against any and all cost, expense or liability including legal fees and costs in defense thereof for any compensation, commissions and charges claimed by any broker or agent, other than Landlord's Broker, with respect to this Lease.

20.11 **Subtenancies.** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this Lease shall not result in a merger and shall, at Landlord's option, terminate all existing subtenancies or operate as an assignment to Landlord or any or all of such subtenancies.

20.12 **Quiet Enjoyment.** Landlord covenants that Tenant, on paying the Base Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, as such may be extended, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord, including any matters of record.

20.13 **Prevailing Party.** In the event that either party shall institute any legal action or proceeding against the other relating to the provisions of this Lease, or any Event of Default hereunder, the prevailing party shall have the right to recover reasonable attorneys' fees and costs incurred by the prevailing party.

20.14 **Days.** All references to "days" in this Lease are to consecutive calendar days unless business days are specified. The term "business days" refers means a day when the City is normally open for public access, occurring on Mondays through Thursdays, unless the City is not open for the celebration or observance of holidays or is otherwise declared not open to the public by the City Manager of the City. If a time for performance hereunder falls on a day other than a business day, the time for performance shall be extended to the following business day. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made and completed if made and completed no later than 5:00 P.M. (Las Vegas time) on the day for performance.

20.15 **Disclosure of Principals.** Landlord warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners or members, of Landlord, as well as all persons and entities holding more than one percent (1%) interest in Landlord or any principal, partner or member of Landlord. Landlord shall provide Tenant with written notification of any material change in the above disclosure within thirty (30) days of any such change.

Signatures on following page

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

LANDLORD:

BLUE DREAM LV, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

TENANT:

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY,
an agency organized under the laws of the state
of Nevada

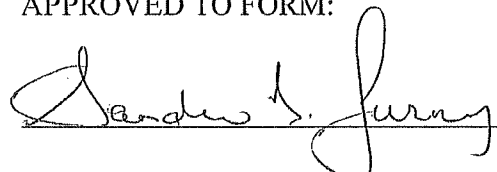
By: _____

Name: Shelley Berkley, Chair

ATTEST:

LuAnn D. Holmes, Secretary

APPROVED TO FORM:

 7-1-25

Sandra D. Turner
Deputy City Attorney

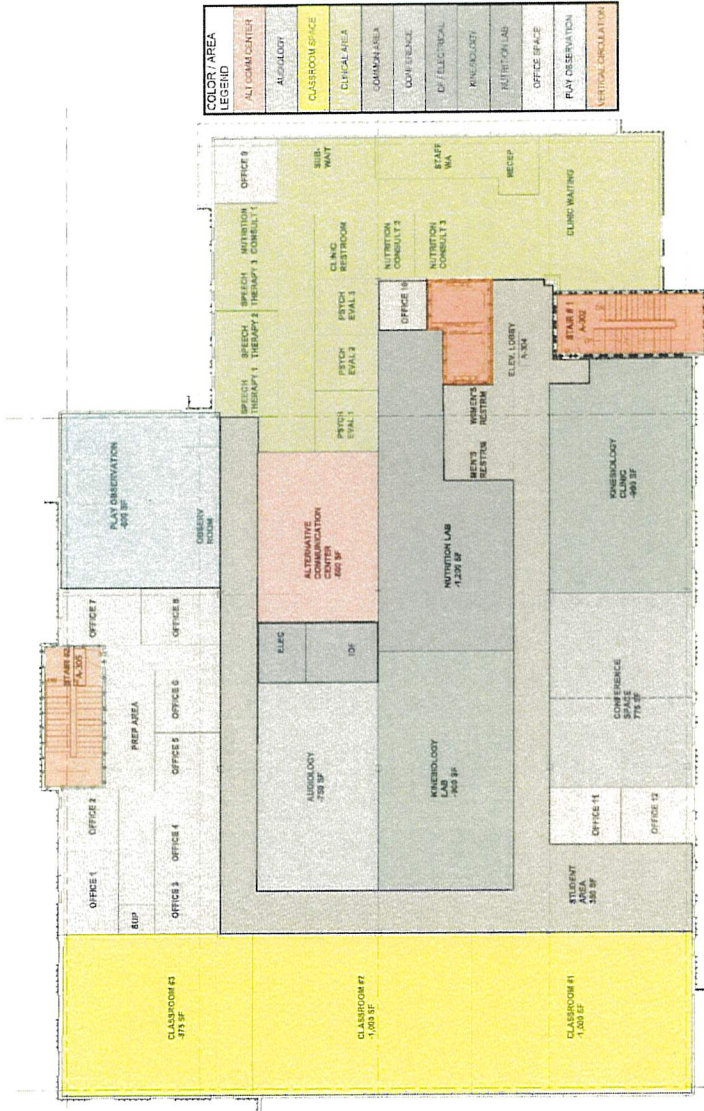
Office Lease

RDA/CC Meeting ___/___/2025
RDA Item # ___ & CC Item # ___

EXHIBIT A
PROJECT SITE PLAN



EXHIBIT B PREMISES SITE PLAN



NEVADA STATE UNIVERSITY JUVENILE ALLIED HEALTH EDUCATION CENTER AND CLINIC - BLOCK DIAGRAM TEST FIT V2



EXHIBIT C

LANDLORD'S WORK

"Landlord's Work": Landlord shall deliver the Premises to Tenant in a gray shell condition and as otherwise set forth in the Lease.

EXHIBIT D
DISCLOSURE OF PRINCIPALS

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name	Blue Dream LV, LLC
Address	2050 Pinto Ln., Ste. 100
	Las Vegas, NV 89106
Telephone	702-326-0585
EIN or DUNS	92-1741919

Block 2	Description
	Blue Dream LV, LLC owns the real estate being leased.

Block 3	Type of Business
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Trust
	<input type="checkbox"/> Other:

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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Block 3	Type of Business				
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**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Nicola M. Spirtos, M.D.	2050 Pinto Lane, Ste. 100, Las Vegas, NV 89106	702-232-3650
2.	Vicki Mazzorana, M.D.	Same	Same
3.	Vu Luu, M.D.	Same	Same
4.	Geoffrey Hsieh, M.D.	Same	Same
5.	Natalie Gould, M.D.	Same	Same
6.	Joerg Duenckelmeyer, M.D.	Same	Same
7.	Roderick Gex, M.D.	Same	Same

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name *Nicola M. Spirtos*
Date 7-2-2025

Subscribed and sworn to before me this 2 day of July, 2025 2025/15
Tina Marie Sprague
Notary Public



Disclosure of Principals		
Name	Business Address	Business Phone
Jonathan Edwards, M.D.	2050 Pinto Lane, Ste. 100 Las Vegas, NV 89106	702-232-3650
Vladimir Sochor, M.D.	2050 Pinto Lane, Ste. 100 Las Vegas, NV 89106	702-232-3650
Sean Dempsey, M.D.	2050 Pinto Lane, Ste. 100 Las Vegas, NV 89106	702-232-3650
Renchell Andres, M.D.	2050 Pinto Lane, Ste. 100 Las Vegas, NV 89106	702-232-3650
Rachakonda Prabhu, M.D.	2050 Pinto Lane, Ste. 100 Las Vegas, NV 89106	702-232-3650
Christina Kushnir, M.D.	2050 Pinto Lane, Ste. 100 Las Vegas, NV 89106	702-232-3650
Mark Hesiak	2050 Pinto Lane, Ste. 100 Las Vegas, NV 89106	702-232-3650