

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of the ____ day of _____, 2010 (the "Effective Date"), by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the University of Nevada, Reno (Landlord), and _____ (Tenant).

IN CONSIDERATION of the agreements and covenants hereinafter set forth as set forth in the Lease Schedule attached hereto and the Exhibits referred to herein and attached to this Lease Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises (as defined in Section 1.2), upon the following terms and conditions:

1. BASIC LEASE PROVISIONS.

1.1 "Building:" The Joe Crowley Student Union on the University of Nevada, Reno campus, containing approximately 167,000 square feet in gross, of which, approximately 15,000 square feet are Common Areas (as defined in Section 7.1), and approximately 45,000 square feet are rentable square feet.

1.2 "Premises" Retail Space described in the Lease Schedule as the Building, consisting of approximately rentable area described in the Lease Schedule and, as more particularly depicted on Exhibit 1 to the Lease Schedule. Tenant agrees to accept the Premises as herein described recognizing that the square feet description is an approximation. The parties hereto recognize that the Premises for all purposes herein shall be deemed to be as set forth in this Section 1.2.

1.3 Term: As set forth in the Lease Schedule.

"Commencement Date"

the Lease Term; provided, however that the first Lease Year shall include the period from the Effective Date through the Rent Commencement Date.

“Option to Extend” Tenant shall have the number of options to extend the Lease Term as set forth on the Lease Schedule, each such option to be for the number of months per option as set forth in the Lease Schedule (the “Options”). Such Option to extend shall be subject to the provisions contained in Exhibit G attached hereto.

The “Lease Term” shall commence on the Effective Date and end on the Termination Date unless the same shall be sooner terminated hereinafter provided. Even though Tenant shall have no right to possession of the Premises until the Commencement Date, the Lease shall be in full force and effect as a binding obligation of the parties from and after the Effective Date.

1.4 “Base Rent” Beginning on the Rent Commencement Date and on the first day of each month thereafter during the Term as the same may be extended, Tenant shall pay Landlord Base Rent. The Base Rent

2.2 Other Terms. Any other term to which meaning is expressly given in this Lease shall have such meaning.

3. TERM.

3.1 Confirmation of Commencement and Termination Landlord and Tenant at Landlord's option and request after (a)

consent thereto, then the Base Rent computed pursuant to Section 3.3(b) above using 200% in lieu of 150%.

4. RENT.

4.1 Rent. "Rent" shall mean all Base Rent, Taxes, Food Court Maintenance Fees, and any other amounts that Tenant is or becomes obligated to pay Landlord under this Lease. Tenant shall pay Landlord Rent without any deduction, recoupment, or counter claim except as otherwise set forth herein and with respect to any final judgments Tenant obtains against Landlord. Tenant shall pay Landlord an annual rent (Base "Rent") pursuant to Section 1.4 as set forth in the Lease Schedule and adjusted as provided in Section 1.4.

4.2 Rentable Area The measurement of the number of square feet of the Premises shall be conducted by Landlord pursuant to this As soon as reasonably practicable after Substantial Completion of Landlord's Work, Landlord shall actually measure the rentable area of the Premises and the Building and shall deliver to Tenant an architect's certificate confirming the rentable square footage of the Premises and the useable square footage of the Building. All meae sfisgab theaed thinaec (aec (aeos).[P (f)d[(P)-6 (ae (in)c (g)6 6-10 ()-1v

falling due after such Rent accrues and becomes due and payable, unless Landlord makes written demand upon Tenant for payment thereof at any earlier time under the terms of this Lease, in which event such Rent shall be due and payable at such time

4.3.3 No SetOff; Late Payment. Each such Rent payment shall be made promptly when due, without any deduction or setoff whatsoever, and without demand, failing which Tenant shall pay to Landlord as additional Rent such late payment, after the fifth (5th) day after such Rent payment remains due but unpaid a charge equal to five percent (5%) of such payment which remains due but unpaid which Tenant agrees is a reasonable estimate of the costs which Landlord will incur as a result of and in order to process such late payment. Such late charge is due on the day it is incurred and shall be as set forth in Section 9.9 (a)6 (c)65 (b)5(a)6 (c)65 (b)5(a)6 (c)65 provided. In addition, any payment that is not paid by 5:00 PM after such payment is due shall bear interest at the rate of twelve percent (12%) per annum. Any payment made by Tenant to Landlord on account of Rent shall be applied to the payment of such Rent.

4.6.2 Food Court Contribution . No later than the Lease Commencement Date, Tenant shall pay to Landlord Twenty Five Thousand (\$25,000) Dollars as contribution to the cost of the furniture, fixtures, equipment, and other improvements for the Food Court.

4.6.3 Food Court Maintenance Fee. Additionally, throughout the Term, on a monthly basis, Tenant shall pay to Landlord Tenant's Share of the Cost of the Food Court Maintenance Fee. The Food Court Maintenance Fee shall include those costs and expenses incurred by Landlord in the day-to-day and ongoing maintenance and repair of the Food Court. Tenant shall pay to Landlord annually Seven Dollars and 50/100 (\$7.50) per rentable square foot of the Premises as Tenant's Food Court Maintenance Fee.

4.7 Percentage Rent As additional rent, payable in addition to all other amounts set forth in this Lease, Tenant shall pay to Landlord Percentage Rent an amount computed by multiplying the Percentage Rent Rate, as set forth in the Lease Schedule, times the Adjusted Gross Sales (as hereinafter defined). The Percentage Rent shall be payable monthly concurrent with the Base Rent, subject to adjustment as provided below. No Percentage Rent shall be payable for the period ending on the day prior to the Rent Commencement Date.

4.7.1 Gross Sales shall be computed annually by taking the total gross receipts of the Tenant received for sales of goods and services at the Premises, whether in cash, by check, credit card, debit card or otherwise, including accounts receivable less a reasonable allowance for bad debts and reducing such amount by the portion thereof attributable to refunds, rebates and sales taxes actually paid to a taxing authority. Gross Sales shall be reduced by the amount set forth on the Lease Schedule as the Gross Sales Credit to determine Adjusted Gross Sales. For the calendar year in which the Rent Commencement Date shall fall, and in the first calendar year of the Lease (as extended) the Gross Sales Credit shall be prorated for the portion of such year after the Rent Commencement Date or the expiration of the Lease, whichever shall apply.

4.7.2 Within 30 days after the end of each calendar quarter, Tenant shall provide to Landlord a written report reflecting the Tenant's Gross Sales for each month during such quarter, which report shall reflect the total gross receipts and the amount of all refunds rebates and taxes which Tenant has used in computing Gross Sales for such quarter on a month by month basis. Within 60 days after the end of each calendar year, Tenant shall provide to Landlord a written report reflecting the Tenant's Gross Sales for each month during such calendar year, which report shall reflect the total gross receipts and the amount of all refunds rebates and taxes which Tenant has used in computing Gross Sales for such year on a month by month basis.

4.7.3.1 Upon receipt of each quarterly report from Tenant, Landlord shall make a reasonable estimate of the Percentage Rent which will accrue for the applicable calendar year. Landlord shall give written notice to Tenant of such estimate (a "Quarterly Estimate Notice"). The Quarterly Estimate Notice shall also contain a computation of the estimated monthly Percentage Rent which shall be payable for each month during the balance of the applicable calendar year, computed by subtracting from such estimate of Percentage Rent for the calendar year the Percentage Rent payments received on the date of such notice which are

determine the accuracy of the annual report, such audit to occur at the Premises or at Landlords offices in the Building. Included in the books and records which Tenant shall make available shall be all ledgers, journals, tax returns and other records which bear on determining Tenants gross receipts. If such audit shall determine that the annual report resulted in an understatement of Percentage Rents by more than 5% of the corrected Percentage Rent, Tenant shall pay the reasonable cost of such audit. If Tenant shall fail to timely provide any quarterly or annual report, Landlord may reasonably estimate gross receipts for the relevant period and provide a Quarterly or Annual Estimate Notice based on such estimate and gross receipts so estimated shall be paid by Tenant.

(c) pay when due all personal property taxes, income taxes, license fees and taxes assessed, levied or imposed upon Tenant or any other Person in connection with the operation of its business upon the Premises or its use thereof in any other manner;

(d) not obstruct, annoy or interfere with the rights of other tenants in the Building;

(e)

6.3 Parking. Tenants will have, on a limited and shared, ~~first~~ firstserved basis, loading dock access for temporary loading and unloading, but ~~shall~~ be subject to University parking procedures at all times. All of Tenant's ~~student~~ employees may purchase university parking permits to park at a university parking area. Tenant will be responsible for all payments to Landlord's University Parking Services ~~department~~ for Tenant's and its employees' parking. Landlord may, by notice to Tenant, require Tenant to obtain from its employees and provide to Landlord a complete listing of all its employees employed at the Premises, which listing shall include, as to each employee, such employee's name, address, telephone number, and the make, model, color and model year of any vehicle which such employee utilizes to commute to the Building, and shall update such listing as often as there are changes in such listing ~~more~~ not often than once each month, during the Term.

6.4 Signs Except as otherwise provided herein, Tenant shall have no right to place or erect signs upon the Building or the Premises unless Landlord has given its express, written consent thereto, which consent may be withheld for any reason or for no reason. Tenant shall be permitted to place its business name on the front of the Premises and/or the glass portion of the entry door to the Premises, which may be illuminated, ~~upon~~ receiving Landlord's consent which will not be unreasonably withheld. Tenant's said sign at the entry of the Premises is subject to Landlord's approval as to location, size, shape, content and materials, which approval shall not be unreasonably withheld. If Landlord chooses, in Landlord's sole and absolute discretion, to erect a monument, pole or ~~pylon~~ sign, ~~naL,-(r)3 (e)2 (a e)4 (t0)-2 aho003 Tc 0 (i)-2 (s)-1 (t~~

6.6 Area Above Standard Finish Ceiling Line Tenant shall have no right to use, enter into or cause to be entered into that portion of the Premises above the standard ceiling line (as established by Landlord) without the prior written consent of Landlord, which shall not be unreasonably withheld or conditioned.

6.7 Mechanics' Liens.

6.7.1 Tenant shall not create or permit to be created, and if created shall discharge or have released, any mechanics' or materialmen's lien arising during the Lease Term and affecting any or all of the Premises or the Building, and Tenant shall not permit any other matter or thing whereby Landlord's estate, right and interest in any or all of the Premises or the Building might be impaired. Tenant shall defend, indemnify and hold harmless Landlord against and from any and all liability, claim of liability or expense (including but not limited to that of reasonable attorneys' fees) incurred by Landlord on account of any such claim.

6.7.2 If Tenant fails to discharge any such lien within fifteen (15) days after it first becomes effective against any of the Premises or the Building, then, in addition to any other right or remedy held by Landlord on account thereof, Landlord may (a) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings, and/or (b) in any such event compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgment in favor of the lienor with interest, costs and andlorndlorh6 (he)4 2 (h6

by customers of the tenants of the Building in connection with their consumption of products sold by such tenants and for ingress and egress through the Building Common Areas into the

harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises or the Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Building or the Premises generally, damages from any adverse impact on marketing of space in the Building, and sums paid in settlement of claims, ~~and~~ attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority because of Hazardous Material present in the soil or ground water or under the Premises or the Building generally. As used herein (i) "Environmental Laws" means the Clean Air Act, the Resource Conservation Recovery Act of 1976, the Hazardous Material Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Clean Water Act, the Federal Water Pollution Control Act, the National Environmental Policy Act, as each of the foregoing shall be amended from time to time, and any similar or successor laws, federal, state or local, or any rules or regulations promulgated thereunder, and (ii) "Hazardous Materials" means and includes asbestos; "oil, petroleum products and their by-products" "hazardous substances;" "hazardous ~~substances~~ or "toxic substances," as those terms are used in Environmental Laws; or any substances or materials listed as hazardous or toxic in the United State Department of Transportation, or by the Environmental Protection Agency or any successor agency ~~and~~ Environmental Laws.

10. INSURANCE.

10.1 Tenant's Insurance Tenant shall, at Tenant's sole expense, procure, maintain, and keep in force for the duration of the Lease the following insurance conforming to the minimum requirements specified below. ~~Less~~ specifically noted herein or otherwise agreed to by Landlord, the required insurance shall be in effect at and as a condition to the effectiveness of the commencement of the Lease and shall continue in force as appropriate until the Lease expires or terminates and Tenant vacates the Premises.

10.1.1 Workers' Compensation and Employer's Liability Insurance. Tenant shall carry and provide proof of workers' compensation insurance if such insurance is required of Tenant by NRS 616B.627 or shall provide proof that compliance with the provisions of NRS, Chapter 616A-D and all other related chapters is not required.

10.1.2 Commercial General Liability Insurance. Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 10 01 and shall cover liability arising from Premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract. The following minimum limits are required:

Commercial General Liability Insurance Ammounts
\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate
\$2,000,000 Personal and Advertising Injury
\$2,000,000 Each Occurrence

10.1.3 Business Automobile Liability Insurance The minimum limit required is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall include Tenant owned, ~~owned~~, and hired vehicles. Coverage shall be written

10.2.5 Deductibles and Self-Insured Retentions Insurance maintained by Tenant shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Landlord. Such approval shall not relieve Tenant from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence.

10.3 Approved Insurer and Notice of Insurance All insurance provided for in this Article shall be effected under valid and enforceable policies issued by insurance companies rated not lower than "A" and in the Class IX Financial Size category in Best's Insurance Reports (current edition) and authorized to do business in the State of Nevada. Such policies shall be endorsed to indicate that Tenant's coverage shall not be invalid due to any act or omission by Landlord. The policies shall further be endorsed to indicate that such policies shall cover Tenant's obligations up to the limits of such policies. The insurance companies issuing such insurance shall agree to notify Landlord in writing of any cancellation, reduction in coverage, changing types of coverage, or non-renewal of said insurance at least thirty (30) days prior thereto. Tenant shall deliver to Landlord, within 30 days after execution of this Lease, or prior to entering the Premises for any purpose, whichever is first to occur, certificates (in the form of Acord 25 Certification of Insurance or a form substantially similar) evidencing the insurance coverage required herein and confirming that the premiums therefor have been paid in full. Said certificates shall also include a footnote referring to this Lease and certifying that the policy or policies issued to Tenant comply with all of the provisions of Section 10. If Tenant fails to obtain the insurance required herein and deliver said certificates to Landlord as provided above, Landlord shall be entitled, but without obligation, to obtain said policies at Tenant's expense. All coverages for Tenant's assignees and subtenants shall be subject to the requirements stated herein.

10.4 Policy Requirements Landlord and Tenant agree that on January 1 of the second (2nd) full calendar year during the Term and on January 1 of every second (2nd) calendar year thereafter, Landlord will have the right to request commercially reasonable changes in the character and/or amounts of insurance required to be carried by Tenant pursuant to the provisions of this Section 10, and Tenant shall comply with any requested change in character and/or amount within thirty (30) days after Landlord's request therefore.

10.5 Landlord not Responsible for Acts of Others Landlord shall not be

repair and replace any portion of the systems and equipment therefore exclusively serving the Premises, including without limitation any air handling equipment, ductwork and lines.

11.3 Interruptions in Utilities . Landlord does not warrant that any utilities provided by any utility company or Landlord will be free from shortages, failures, variations or interruptions caused by repairs, maintenance, replacements, improvements, alterations, changes of service, strikes, lockouts, labor controversies, accidents, inability to obtain services, fuel, steam, water or supplies, governmental requirements or requests, or other causes beyond Landlord's reasonable control. None of the same shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease. Landlord in no event shall be liable for damages by reason of such shortage, failure or variation, including without limitation loss of profits, business interruption or other incidental or consequential damages.

12. REPAIRS AND MAINTENANCE .

12.1 Landlord's Duty to Maintain Structure . Landlord shall maintain or cause to be maintained in good operating condition the Building, including the Common Areas, University/civic areas, and the structure of the Building, and shall be responsible for maintenance of such and structural repairs to the exterior walls, load bearing elements, foundations, roofs, structural columns and structural floors with respect thereto, and Landlord shall make all required repairs thereto, provided, however, that if the necessity for such repairs shall have arisen, in whole or in part, from the negligence or willful acts or omissions of Tenant, its agents, concessionaires, officers, employees, licensees, invitees or contractors, or by any unusual use of the Premises by Tenant, then Landlord may collect the cost of such repairs, as Rent, upon demand, accompanied by a reasonably detailed explanation of the same.

12.2 Tenant's Duty to Maintain Premises

12.2.1 Unless otherwise provided in Tenant shall keep and maintain the Premises and all fixtures, equipment, light fixtures and bulbs, doors (including, but not limited to, entrance doors, patio doors and balcony doors), door hardware, carpeting, floor and wall tiles, window and door glass, security systems, ventilation fans, window and door treatments (including, but not limited to, blinds, shades, screens and curtains), plumbing fixtures and drains, ceiling tiles and grids, counters, shelving, light switches, base cove and moldings, locks, bathroom and kitchen equipment and appliances (including, but not limited to, tissue dispensers, handrails, mirrors, cabinets, disposals, dishwashers, sinks, faucets, drinking fountains and water purifiers) located therein in a good, safe, clean and sanitary condition consistent with the operation of a first class operation at a University building, and in compliance with all legal requirements with respect thereto. Except as provided in Exhibit B Injury, breakage and damage to the Premises (and to any other part of the Building, if caused by any act or omission of Tenant, its agents, concessionaires, officers, employees, licensees, invitees or contractors) shall be repaired or replaced by Tenant at its expense. Tenant shall keep and maintain all pipes

this Section 12.2.1, Tenant shall pay all costs and expenses in connection with Landlord's repair or maintenance services, including, but not limited to, wages, materials and mileage reimbursement.

12.2.2 Tenant shall keep the service areas adjacent to the Premises swept and free from trash, rubbish, garbage and other refuse. Tenant shall maintain in a neat and clean condition that area designated by Landlord as the refuse collection area, and shall not place or maintain anywhere within the Building or elsewhere, other than within the area which may be designated by Landlord from time to time as such refuse collection area, any trash, garbage or other items, except as may otherwise be expressly permitted by this Lease; provided, however, that in the event there is no room in the refuse collection area for Tenant's trash, Landlord shall notify Tenant thereof and Tenant shall be required to make its own arrangements for the removal of its trash from the Premises.

13. IMPROVEMENTS.

13.1 Landlord Approval. Tenant shall not make any alteration, improvement or addition (collectively "Alterations") to the Premises without first (a) presenting to Landlord plans, drawn and sealed by a licensed architect or space planner of a reasonable scale and amount of detail to clarify the work to be done, and specifications, therefore and obtaining Landlord's written consent thereto (which shall not, in the case of (i) structural interior Alterations, or (ii) Alterations which would not affect any electrical, mechanical, plumbing or other Building systems, be unreasonably withheld so long as such Alterations will not violate applicable law or the provisions of this Lease, or impair the value of the Premises or the Building or be visible from the exterior of the Building) and (b) obtaining any and all governmental permits or approvals for such Alterations, which are required by applicable law; provided, that (i) any and all contractors or workmen performing such Alterations must first be approved by Landlord, (ii) all work is performed in a good and workmanlike manner in compliance with all applicable codes, rules, regulations and ordinances, and (iii) all persons, contractors, tradesman or workman performing such improvements or alteration work shall be a licensed tradesman the type of work they are doing on the property, evidence of which shall be submitted to Landlord prior to the commencement of the work and (iv) Tenant shall restore the Premises to its condition immediately before such Alterations were made, free of Tenant's fixtures and furniture by not later than the date on which Tenant vacates the Premises or the Termination Date, whichever is earlier, with the exception of all Landlord approved partitions or other specified Alterations. Tenant, at its own expense, shall repair promptly any damage to the Building caused by bringing therein any property for its use, or by the installation or removal of such property, regardless of fault or by whom such damage is caused. As a further condition for approving any such Alterations, Landlord shall have the right to require Tenant and/or its contractor(s) to execute a copy of Landlord's "Design Construction Standards and /or Appendices Design/ Construction Standards."

13.2

13.2.1 Condition of Premises Tenant acknowledges, represents and agrees to the following: (i) Tenant shall be responsible for making its own inspection and investigation of the Premises and the Building, (ii) Tenant shall be responsible for investigating and establishing the suitability of the Premises for Tenant's intended use thereof, and all zoning and regulatory matters pertinent thereto, (iii) Tenant is leasing the Premises "AS IS" based on its own inspection and investigation and not in reliance on any statement, representation, inducement or agreement of Landlord or its agents, employees or representatives, except as expressly set forth in this Lease, (iv) each portion of the Premises, upon the earliest of Tenant's possession or Tenant's entry therein to construct or install improvements, was in good order and satisfactory condition, and 8fM(a)4 (nd 6-12 (or)3 (i)-2 (ns4 (e)-d no)-10 (t (uc)4 (T(ir (hi)-24 (c)4 (t)h T* [(of)3 (4 (s)-1 h)3

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area of the Building (regardless of whether or not any portion of the Premises is taken), then Landlord shall be entitled to terminate this Lease as of the date of Condemnation by written notice to Tenant on or before twenty (20) days after said date.

16.2 Rent Adjustment. In the event of Condemnation of only a portion of the Premises, Base Rental and Tenant's Operating Costs obligation shall also be reduced in proportion to the amount of rentable square footage taken.

16.3 Award. Landlord shall be entitled to the entire Condemnation award for any partial or entire taking of the Premises and/or the Building, including any award for the leasehold estate created hereby, and Tenant hereby waives any claim with respect thereto; provided that Tenant may seek a separate award from the taking authority (and not from Landlord), in Tenant's own name, for any damages to Tenant's business (excluding the loss of its leasehold estate) any costs f5nTc 0.19(t) (l)4tndl7 (t)-2 (he)4 (ov4 (x)-10 (c)4 T(a)6 4 (s)-1 (t)-2 (o T)1 (()-10 (c)(of)-

Any proposed assignment, subletting or transfer of Tenant's status arising under this Lease shall be subject to the prior approval of the Chancellor of the Nevada System of Higher Education which approval may be granted or withheld by said Chancellor in his/her sole and absolute discretion. Notwithstanding the foregoing, Tenant, without further Landlord consent, shall be allowed to Transfer this Lease to a Tenant affiliated entity upon showing to Landlord evidence of such transferee affiliate's ownership structure, financial condition and assumption of Tenant's obligations hereunder.

17.2 Acceptance of Rent from Transferee. The acceptance by Landlord of the payment of Rent from any person following any act, assignment or other Transfer prohibited by this Section 17 shall not constitute a consent to such act, assignment or other Transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord's hereunder.

17.3 Conditions of Consent

17.3.1 If Tenant receives consent to a Transfer under Section 17.1 above, then, in addition to any other terms and conditions imposed by Landlord in the giving of such consent, Tenant and the transferee shall execute and deliver, on demand, an agreement prepared by Landlord providing that the transferee shall be directly bound to Landlord to perform all obligations of Tenant hereunder including, without limitation, the obligation to pay all Rent and other amounts provided for herein; acknowledging and agreeing that there shall be no subsequent Transfer of this Lease or of the Premises or of any interest therein without the prior consent of

garbage. Tenant shall adhere to the Rules and Regulations and shall cause its agents, employees, invitees, visitors and guests to do so. A copy of the Rules and Regulations in effect on the date hereof is attached hereto Exhibit A. Landlord shall have the right to amend the Rules and Regulations from time to time. The Rules and Regulations attached hereto Exhibit A and as amended from time to time, are incorporated here by reference as though fully set forth.

19. SUBORDINATION AND ATTORNMENT .

19.1 Subordination. Unless a Mortgagee otherwise shall elect as provided in Section 19.2, and subject to the covenant of quiet enjoyment under Section 22 hereof, Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of any mortgage, deed of trust or other security instrument constituting a lien upon the Premises, and/or the Building, whether the same shall be in existence on the date hereof or created hereafter (any such lease, mortgage, deed of trust or other security instrument being referred to herein as a "Mortgage," and the party or parties having the benefit of the same, whether as beneficiary, trustee or noteholder, being referred to hereinafter collectively as "Mortgagee"). Tenant's acknowledgment and agreement of subordination as provided for in Section 19 is self-operative and no further instrument of subordination shall be required; however, Tenant shall execute, within ten (10) days after request therefore, a document providing for such further assurance thereof and for such other matters as shall be requisite or as may be requested from time to time by Landlord or any Mortgagee.

19.2 Mortgagee's Unilateral Subordination ()-10 (U)l a (u)-4 (aq(19(h)-14)7 (i)2s)]TJ

statements and other instruments as are necessary or desirable, in Landlord's judgment, to perfect such security interest.

21. ESTOPPEL CERTIFICATE.

located; provided, however, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it may be brought only in the United States District Court for the state in which the Premises located or any successor federal court having original jurisdiction.

24.6 Force Majeure. If Landlord or Tenant is delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, civil disorder, terrorism, acts of war, severe weather, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the reasonable control of Landlord or Tenant (financial inability excepted), performance of such act shall be excused for the period of delay.

24.7 Commissions. The parties hereto hereby acknowledge 12 236.5n T(w)-2.1 (l)-56
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Each such provision shall remain valid and enforceable to the fullest extent allowed by law and shall be construed wherever possible as being consistent with, applicable law.

24.12 Authority . If T

Guarantor shall execute the Guaranty Agreement attached hereto as Exhibit D as a condition precedent to the effectiveness of this Lease.

IN WITNESS WHEREOF, each party hereto has executed this Lease, or caused it to be executed on its behalf by its duly authorized representatives, on the date first written above.

RECOMMENDED BY:

LANDLORD:

FOR THE BOARD OF REGENTS OF THE ~~NADA~~

Marc Johnson, President

Date _____

EXHIBIT A

RULES AND REGULATIONS

1. The sidewalks, passages and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress from and to Tenant's Premises. Landlord shall in all cases retain the right to control or prevent access thereto by any person whose presence, in Landlord's judgment, would be prejudicial to the safety, peace, character or reputation of the Premises or of any tenant of the Building.

2. The toilet rooms, water closets, sinks, faucets, plumbing and other services apparatus of any kind shall not be used by Tenant for any purpose other than those for which they were installed, and no sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances shall be placed therein or used in connection therewith by Tenant, or left by Tenant in

or annoying current of electricity or otherwise into or through the Premises or the Building, (b) to require the changing of wiring connections or layout at Tenant's expense, to the extent that Landlord may deem necessary, (c) to require compliance with such reasonable rules as Landlord may establish relating thereto, and (d) in the event of noncompliance with such requirements or rules, immediately to cut wiring or do whatever else it considers necessary to remove the danger, annoyance or electrical interference with apparatus in any part of the Building or the Premises.

8. Landlord shall in no event be responsible for admitting or excluding any person from the Premises. In cases of invasion, hostile attack, insurrection, mob violence, riot, public excitement or other commotion, explosion, fire or any casualty, Landlord shall have the right to bar or limit access to the Building to protect the safety of occupants of the Premises, or any property within the Premises.

9. The use of any area within the Premises as sleeping quarters is strictly prohibited at all times.

10. Tenant shall keep the windows and doors of the Premises (including those opening on corridors and all doors between rooms entitled to receive heating or air conditioning service and rooms not entitled to receive such service) closed while the heating or air conditioning system is operating, in order to minimize the energy used by, and to conserve the effectiveness of, such systems. Tenant shall comply with all reasonable rules and regulations from time to time promulgated by Landlord with respect to such systems or their use.

11. Landlord shall have the right to prescribe the weight and position of inventory and of other heavy equipment or fixtures, which shall, if considered necessary by Landlord, stand on plank strips to distribute their weight. Any and all damage or injury to the Premises arising out of Tenant's equipment being on the Premises shall be repaired by Tenant at his expense. Tenant shall not install or operate any machinery whose installation or operation may affect the structure of the Building without first obtaining Landlord's written consent thereto, and Tenant shall not install any other equipment of any kind or nature whatsoever which may necessitate any change, replacement or addition to, or in the use of, the water system, the heating system, the plumbing system, the air conditioning system or the electrical system of the Premises or the Building without first obtaining Landlord's written consent thereto. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building, any other buildings on the Property, or any space therein to such a degree as to be objectionable to Landlord or to any tenant, shall be installed and maintained by Tenant, at its expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration. Tenant shall remove promptly from any sidewalks and other areas on the Premises any of Tenant's furniture, equipment, inventory or other material delivered or deposited there.

12. Tenant shall not place or permit its agents, employees or invitees to place any thing or material on the roof or in the gutters and downspouts of the Building or cut, drive nails into or otherwise penetrate the roof, without first obtaining Landlord's written consent thereto. Tenant shall be responsible for any damage to the roof caused by its employees or contractors. Tenant shall indemnify Landlord and hold Landlord harmless against expenses incurred to correct any damage to the roof resulting from Tenant's violation of this rule, as well as any

consequential damages to Landlord or any other tenant of the Property. Landlord shall repair damage to the roof caused by Tenant's acts, omissions or negligence and Tenant shall reimburse Landlord for all expenses incurred in making such repairs. Landlord or its agents may enter the Premises at all reasonable hours to make such roof repairs. If Landlord makes expenditure or incurs any obligation for the payment of money in connection therewith, including but not limited to attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve percent (12%) per annum, and costs, shall be deemed to be Rent and shall be paid by Tenant to Landlord within five (5) days after rendition of any bill or statement to Tenant therefore. Tenant shall not place mechanical or other equipment on the roof without Landlord's prior written consent, which shall be conditioned in part upon Landlord's approval of Tenant's plans and specifications for such installations. The costs of any roof improvements made pursuant hereto shall be borne by Tenant.

13. Landlord reserves the right to institute energy management procedures when necessary.

14. Tenant shall assure that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant and its employees leave the Premises each day.

15. Tenant shall permit service animals to the Premises when such animals are providing assistance as required by law.

16. Landlord shall have the right to rescind, suspend or modify these Rules and Regulations and to promulgate such other rules or regulations as, in Landlord's reasonable judgment, are from time to time needed for the safety, care, maintenance, operation and cleanliness of the Building or the Property, or for the preservation of good order therein. Upon Tenant's having been given notice of the taking of any such any action, the Rules and Regulations as so rescinded, suspended, modified or promulgated shall have the same force and effect as if in effect at the time at which Tenant's lease was entered into (except that nothing in the Rules and Regulations shall be deemed in any way to alter or impair any provision of such lease).

17. Nothing in these Rules and Regulations shall give any Tenant any right or claim

EXHIBIT B

TENANT'S WORK

Tenant's Work. Tenant shall be solely responsible for the following:

SPACE/ FACILITY AREAS

Storage: All storage will be contained within Tenant's space.

Restrooms: Requests for restrooms within individual retail areas will be at Tenant's expense and part of the rental area.

Build Out:

All construction must be done under the supervision of and subject to approval of

Tenant will be responsible for all telephone, Ethernet and fax services, including but not limited to installation, monthly equipment charges, local and long distance charges or similar services. These services must be arranged with the University Telecommunications Office.

For the Grease Interceptor Trap, Tenant will be responsible for its proportionate share of all maintenance, cleaning and operating costs of the trap.

SPRINKLERS: Tenant is responsible to “drop” and “distribute” the sprinkler heads within their respective space as required.

BUILDING DOCUMENTATION: Prior to Lease acceptance, Tenant shall submit to Landlord complete drawings in the form of construction documentation and building specification of shell Premises to include but not be limited to the following:

Architectural

Structural

Electrical

Mechanical

Plumbing

Fire Sprinklers (if applicable)

All work is to be permitted and approved by the applicable local code inspectors.

Any Title 24 Calculations or other utility approvals shall be completed by tenant, Title 24

MAINTENANCE:

Maintenance and repair of Tenant's food facility fixtures, equipment, interior facilities and premises are the responsibility of Tenant.

If there is evidence of Tenant abuse or neglect causing utility maintenance, Landlord will charge Tenant for the direct cost of repairs.

If there is evidence of Tenant abuse or neglect causing needed maintenance in common areas or with common equipment (e.g., garbage disposal, receiving area, rest rooms, public areas), Landlord will charge Tenant for the direct and indirect cost of repairs.

FIRE AND SAFETY CODES:

Tenant will maintain its food facility according to all appropriate state, city and Landlord's fire codes. Tenant's food facility will be subject to periodic inspection by Landlord's personnel plus state and local inspectors.

EQUIPMENT AND FURNISHINGS:

Tenant is responsible, at his/her expense, for providing and maintaining any and all equipment and furnishings needed to operate the food facility. All equipment and furnishings will be removed at the end of the contract period and the Premises returned to Landlord in its original state, reasonable wear and tear except

Tenant will submit with the proposal a list of all equipment and furnishings that are proposed to be used, along with their specifications, including utilities, voltage, plumbing, amperage, water/drains, etc.

Landlord requests that all Tenant electrical equipment be Energy Star rated (h)- (hT (t)-Ti)-2.1

UNOFFICIAL

EXHIBIT E
FLOOR PLAN OF PREMISES

EXHIBIT G

OPTION

An Option to extend the Lease, if granted in this Lease, shall be exercised, if at all, pursuant to the following provisions:

1. Written notice of exercise duly executed on behalf of Tenant shall be given to Landlord by Tenant at least 180 days prior to the expiration of the Lease Term (determined without regard to such Option to extend). Such written notice shall be effective only if it includes statements as follows:

- a. Tenant hereby exercises its option to extend certain Lease between BOARD OF REGENTS OF THE NEVADA SYSTEM OF

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EXHIBIT H

