

**MORIMOTO PLAZA LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into by: Meadows Land, LLC a Nevada limited liability company, dba Morimoto Plaza, referred to as "Landlord", and Thrive Point Academy of Nevada, a Nevada nonprofit corporation, referred to as "Tenant", dated 03/14/24

WITNESETH

**FUNDAMENTAL LEASE PROVISIONS**

**LEASE COMMENCEMENT:** June 1, 2024

**LANDLORD:** Meadows Land, LLC dba Morimoto Plaza

**TENANT:** Thrive Point Academy of Nevada

**TENANT TRADE NAME:**

**LOCATION:** Morimoto Plaza  
3802 – 3810 MEADOWS LANE  
LAS VEGAS, NEVADA 89107

**SIZE LEASED PROPERTY:** 8,811 Square Feet (Exhibit "A")

**LEASE TERM:** Eighty-Four (84) months beginning on the Commencement Date.

**MINIMUM ANNUAL RENT:** One Hundred Fifty-Three Thousand Three Hundred Eleven and 40/100 Dollars (\$153,311.40)

**RENTAL INCREASE:** Three percent (3%) annually starting at the Thirty Seventh (37<sup>th</sup>) month.

**OPTION TO RENEW:** One (1) Five (5) year option.

**INCENTIVE RENT:** Tenant shall receive Months One (1) through Four (4) rent free. Tenant is obligated pay the Common Area Maintenance fees during the Incentive Rent period.

**TENANT INITIAL SHARE COMMON EXPENSES:** PRORATA SHARE-ADJUSTED ANNUALLY

**TENANT TAX OBLIGATION:** PRORATA SHARE-ADJUSTED ANNUALLY

**TENANT INITIAL SHARE OF COMMON INSURANCE COVERAGE:** PRORATA SHARE-ADJUSTED ANNUALLY



**PREPAID RENT:**

At Lease execution, Tenant shall pay the Landlord Eighteen Thousand Two Hundred Thirty-Eight Dollars and 77/100 Dollars (\$18,238.77) which is applicable to the Fifth Month of Rent and the First Month Common Area Fees.

**SECURITY DEPOSIT:**

At Lease execution, Tenant shall pay the Landlord Eighteen Thousand Two Hundred Thirty-Eight Dollars and 77/100 Dollars (\$18,238.77) as the security deposit.

**LANDLORDS ADDRESS  
FOR NOTICE:**

Meadows Land, LLC dba Morimoto Plaza  
c/o Michaels Follmer Real Estate  
1129 S. Casino Center Boulevard  
Las Vegas, NV 89104  
(702) 347-7777

**TENANT ADDRESS  
FOR NOTICE:**

Thrive Point Academy of Nevada  
Attn: Shane Peters  
3802-3810 Meadows Lane  
Las Vegas, Nevada 89107

**MORIMOTO PLAZA LEASE AGREEMENT  
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**MORIMOTO PLAZA LEASE AGREEMENT**

3/14/2024 | 6:52 PDT

**THIS LEASE** is made and entered into \_\_\_\_\_ (the "Effective Date"), by and between:

Meadows Land LLC, a Nevada Limited Liability Company, doing business as Morimoto Plaza, hereinafter referred to as "Landlord", and Thrive Point Academy of Nevada, a State of Nevada nonprofit corporation, hereinafter referred to as "Tenant".

**SECTION 1 - LEASED PROPERTY**

1.01 Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain space, SPACE 3802 - 3810 , in the Morimoto Plaza, hereinafter referred to as "Center", which Center is described on Exhibit "A" attached hereto and incorporated herein by reference, located at the Northwest corner of Meadows Lane at Valley View, Las Vegas, Nevada, indicated by crosshatching on the site plan attached hereto as Exhibit "A" and incorporated herein by reference ("Leased Property") consisting of approximately 8,811 square feet. Interior space shall be measured from centerline to centerline of party walls; exterior space shall be measured from center line of party walls to outside face of exterior walls; depth shall be measured from outside face of exterior walls. Landlord reserves to itself the use of the roof, exterior walls and the area above and below the Leased Property together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through the Leased Property and which serve other parts of the Center.

1.02 Intentionally omitted.

**SECTION 2 – TERM**

2.01 Unless terminated earlier as elsewhere herein provided, the Term of this Lease shall be for a period of Eighty Four (84) months, commencing on June 1, 2024; provided, that if the occupancy date is not the first day of a calendar month there shall be added to the term of this Lease that fractional month between the occupancy date and the first day of the next succeeding calendar month. In the event the Tenant fails or refuses to open the Leased Property for, and to commence the conduct of, its business within thirty (30) days after the occupancy date, then, at the option of Landlord, Landlord may treat such failure or refusal as an event of default. Should Landlord not terminate this Lease, Landlord may, without waiving its right to thereafter terminate this Lease for such failure to open, collect all rents due hereunder. Notwithstanding anything set forth herein to the contrary, Landlord acknowledges that Tenant intends to operate as a charter school. In the event, at any time during the Term of this Lease, Tenant loses its charter and rights to operate as such, Tenant may, upon not less than thirty (30) days written notice to Landlord, terminate this Lease in which event this Lease shall thereafter become null and void and of no further force and effect except that Tenant shall be responsible for the payment of Rent due hereunder until the earlier of (a) twelve (12) months after the date on which the Lease is terminated or (b) the date on which Landlord commences receiving rent from a new tenant.

2.02 The words "occupancy date" whenever used in this Lease shall be the earlier of June 1, 2024 or Tenant commences to do business in, upon or from the Leased Property after receipt of a license from the appropriate government agencies to operate a Charter School in the Premises,



whichever first occurs.

2.03 Should Tenant hold possession of the Leased Property with the consent of Landlord after the expiration of the stated term of this Lease, such holding over shall create a tenancy from month-to-month only, upon the same terms and conditions as are hereinafter set forth, except that minimum rent shall be one hundred fifty percent (150%) of the adjusted Minimum Monthly Rent payable during the last month of the Term.

2.04 Unless Landlord or Tenant have agreed to perform certain work or make certain improvements to the Leased Property as set forth in Exhibit "C" attached hereto and signed or initialed by both Landlord and Tenant, Tenant agrees to accept the Leased Property in their present condition and agrees that the Premises Leased Property in their present condition are suitable for Tenant's business purposes and uses provided herein. Without limiting the generality of the foregoing, Tenant agrees to accept the Premises Leased Property "AS-IS" and "WHERE IS" and subject to all present zoning, health, safety or other governmental laws, ordinances or regulations concerning Tenant's business (it being Tenants responsibility to have any governmental inspection or approvals performed and obtain all necessary certificates of occupancy, licenses or other consents or approvals concerning Tenant's business) and that any acts of an inducement nature required of, or payment to be made by Landlord, have been performed or made except that Landlord further warrants that all HVAC units in or serving the Leased Property shall be in good condition and repair for no less than one (1) year following the issuance of a certificate occupancy for the Leased Property.

### SECTION 3 – RENT

3.01 Subject to adjustment as set forth in Addendum 2 to this Lease, Tenant shall pay to Landlord at the times and in the matter herein provided, the Minimum Annual Rent in monthly payments as specified in Addendum 2 Minimum Monthly Rent Schedule attached hereto as base rent for the Term of this Lease. If the Lease Term includes a fractional month, for that fractional month Tenant shall pay as Minimum Monthly Rent that proportion of the Minimum Monthly Rent due which the number of days in said fractional month bears to the total number of days in said month. Additionally, if said Minimum Monthly Rent is not received by Landlord on or before the fifth day of each month, Tenant shall pay to Landlord a late charge of ten percent (10%) of said monthly rent amount due and owing.

3.02 Minimum Annual Rent shall be increased (but never decreased) effective as of the first day ("Adjustment Date") of each Lease Year during the Lease Term in accordance with the attached Minimum Monthly Rent Schedule attached hereto as Addendum 2 and incorporated by reference.

3.05 The Minimum Monthly Rent shall be paid to Landlord in advance on the first day of each month during the Term of this Lease. Rent for any fractional month shall be paid on the occupancy date.

3.06 All rents and other monies required to be paid by Tenant hereunder shall be paid to Landlord without deduction or offset, prior notice for demand, in lawful money of the United States of America at the Landlord's stated address or at such other place as Landlord may, from time to time, designate in writing or by ACH.

3.07 If Tenant shall fail to pay, when the same is due and payable, any rent or any additional rent, or any other amount or charges to be paid by Tenant hereunder, such unpaid amount shall bear interest from the due date hereof to the date of payment at the rate of twelve percent (12%) per annum.

**Landlord or Landlord's Agent, may institute a self-help lock-out of Tenant from the Leased Property in accordance with NRS 118.200C should said rent and fees not be paid as set forth herein.**

#### **SECTION 4 - SECURITY DEPOSIT**

Tenant, concurrently with the execution of this Lease, has deposited with Landlord the Security Deposit as set forth in the Fundamental Lease Provisions, receipt of which is hereby acknowledged by Landlord. Said Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all terms, covenants and conditions of this Lease to be kept and performed during the Term hereof, provided that Tenant shall not be excused from the payment of any rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use or retain all or any part of such Security Deposit for the payment of any rent, to repair any damages to the Leased Property, to clean the Leased Property or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within fifteen (15) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount.

4.01 Landlord shall not be required to keep such Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such Security Deposit and agrees to forgive any interest should it be required. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all the rent herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder and provided Tenant is not in default under the terms of this Lease beyond any applicable notice and cure period, then the Security Deposit shall be returned to Tenant within thirty (30) days after the expiration of this Lease or after the last payment due from Tenant to Landlord, whichever last occurs. In the event of sale or transfer of the Center or of any portion thereof containing the Leased Property, if Landlord transfers the Security Deposit to the vendee or transferee for the benefit of Tenant, or if such vendee or transferee assumes all liability with respect to such Security Deposit, Landlord shall be considered released by Tenant from all liability for the return of such Security Deposit, and Tenant agrees to look solely to the new Landlord for the return of the Security Deposit, and it is agreed that this Section 4 shall apply to every transfer or assignment to a new Landlord.

#### **SECTION 5 - ADVERTISING AND PROMOTIONAL SERVICES**

Tenant, at its sole expense, agrees to refer to the Center by the name provided in Section I in designating the location of the Leased Property in all newspaper or other advertising, stationery, other printed material and all other references to location; to include the address and identity of its business activity in the Leased Property in all advertisements made by Tenant in which the address and identity of any other business activity of like character conducted by Tenant within the city or trade area in which the Center is located shall be mentioned; and to use, in such

advertising, only the Tenant's trade name provided in Section 7.

**SECTION 6 - POSSESSION AND SURRENDER OF LEASED PROPERTY**

6.01 Tenant shall, by entering upon and occupying the Leased Property, be deemed to have accepted the Leased Property and Landlord shall not be liable for any latent or patent defect therein except that Landlord warrants that the HVAC units in or serving the Leased Property shall be in good condition and repair for no less than one (1) year after the issuance of a certificate of occupancy for the Leased Property.

6.02 Upon the expiration or sooner termination of the Term of this Lease, if Tenant has fully and faithfully performed all of the terms, conditions and covenants hereunder, Tenant shall at its sole cost and expense, remove all signs, personal property and trade fixtures which Tenant has installed or placed on the Leased Property (all of which are hereinafter referred to as "Tenant's property") from the Leased Property and repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Leased Property in substantially the same condition as on the date when the Leased Property was ready for occupancy, reasonable wear and tear, casualty, and Landlord's repair and maintenance obligations excepted. If Tenant has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall nevertheless remove Tenant's property from the Leased Property in the manner aforesaid within fifteen (15) days after receipt of written direction to do so from Landlord. In the event Tenant shall fail to remove any of Tenant's property as provided herein, Landlord may, but is not obligated to, at Tenant's expense, remove all of such property not so removed and repair all damage to the Leased Property resulting from such removal, and Landlord shall have no responsibility to Tenant for any loss or damage to said property caused by or resulting from such removal or otherwise. If the Leased Property is not surrendered at the end of the Lease term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Property including, without limitation, any claims made by any succeeding tenant founded on such delay.

**SECTION 7 - USE OF LEASED PROPERTY**

7.01 The Leased Property is leased to Tenant solely for use as office and educational space and for no other purpose. Tenant shall not use or suffer to be used the Leased Property, or any portion thereof, for any other purpose or purposes whatsoever, without Landlord's written consent therefore first had and obtained.

7.02 Tenant shall not, without prior written consent of all insurance companies which have issued any insurance of any kind whatsoever with respect to the Leased Property or the Center, sell, or suffer to be kept, used or sold in, upon or about the Leased Property any gasoline, distillate or other petroleum products or any other substance or material of an explosive, inflammable or radiological nature, in such quantities as may be prohibited by any such insurance policy, or which may endanger any part of the Center or its occupants, business patrons or invitees.

7.03 Tenant shall not, without Landlord's prior written approval, conduct or permit any fire,



bankruptcy or auction sale in, on or about the Leased Property.

7.04 All fixtures, showcases and other equipment to be used by Tenant in, about or upon the Leased Property shall be subject to the prior written approval of Landlord.

7.05 Tenant shall not, without Landlord's prior written approval, cover or obstruct any windows, glass doors, lights, skylights, or other apertures that reflect or admit light into the Leased Property.

7.06 Tenant shall not, without Landlord's prior written approval, allow display windows of the Leased Property to be empty or untrimmed at any time.

7.07 Tenant shall refrain from keeping or permitting the keeping of any animals of any kind in, about or upon the Leased Property without Landlord's prior written approval except for service animals allowed by law provided Tenant gives Landlord notice that such animals will be in the Premises; provided, however, that if the business conducted by Tenant on the Leased Property includes the sale of pets, Tenant may keep such animals on the Leased Property as are normally kept for such business.

7.08 Tenant shall not use the Leased Property for storage or warehouse purposes beyond such use as is reasonably required to keep Tenant's store adequately stocked for retail sales in, at or from the Leased Property.

7.09 Except as provided for elsewhere herein, Tenant shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Leased Property and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, frontage, all plumbing and sewage facilities within and exclusively serving the Leased Property including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems within and exclusively serving, walls, floors and ceilings, and any work performed by or on behalf of Tenant hereunder and shall warrant the condition of the HVAC units within and serving the Leased Property as set forth in this Lease. Landlord agrees to assign to Tenant any warranties Landlord may have pertaining to those parts of the Leased Property Tenant is responsible for maintaining hereunder. Tenant shall store all trash and garbage in metal containers located where designated by Landlord and so as not to be visible or create a nuisance to business invitees in the Center, and so as not to create or permit any health or fire hazard, and arrange for the prompt and regular removal thereof.

7.10 Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and the orders and regulations of any entity serving in a capacity similar to the former National Board of Fire Underwriters, now or hereafter in effect pertaining to the Center, the Leased Property or Tenant's use thereof.

7.11 Tenant shall not do, permit or suffer anything to be done, or kept upon the Leased Property which will obstruct or interfere with the rights of other tenants, Landlord or the patrons and customers of any of them, or which will annoy any of them or their patrons or customers by reason of unreasonable noise or otherwise, nor will Tenant commit or permit any nuisance on the Leased Property or commit or suffer any immoral or illegal act to be committed thereon.



## SECTION 8 - ALTERATIONS AND IMPROVEMENTS

8.01 Landlord shall install those improvements required to be installed by it pursuant to Exhibit "C" attached hereto and incorporated herein by reference. Said improvements shall be constructed substantially in accordance with the plans and specifications adopted pursuant to said Exhibit "C".

It is understood and agreed by Tenant that any minor changes from any plans or specifications which may hereafter be made during construction shall not affect or change this Lease or invalidate the same. Tenant also acknowledges that the site plan shown on Exhibit "A" is tentative and that Landlord may change the shape, size, location, number and extent of the improvements shown thereon and eliminate or add any improvement thereto Landlord shall use its best efforts not to adversely affect Tenant's use of or access to the Leased Property. Tenant shall pay to Landlord any expense incurred by Landlord as a result of changes requested by Tenant which affect Landlord's work. Tenant agrees to furnish Landlord, within the time periods required in Exhibit "C", with a complete and detailed set of plans and specifications, in compliance with Exhibit "C". Landlord may require Tenant, at Tenant's sole cost and expense, to furnish a bond or other security satisfactory to Landlord to assure diligent and faithful performance of any work to be performed by Tenant. It is understood and agreed that in the event any disagreement or dispute arises between Landlord and Tenant with reference to the work to be performed with respect to the Leased Property pursuant hereto or with respect to whether or not the Leased Property is available for Tenant's Work or Tenant's occupancy, the certification of Landlord's supervising architect shall be conclusive and binding upon the parties hereto.

8.02 Tenant shall observe and perform all of its obligations under this Lease (except its obligations to pay minimum rent, and additional rent), from the date upon which the Leased Property is made available for Tenant's Work until the commencement date of the Lease term in the same manner as though the Lease term began when the Leased Property was so made available to Tenant.

8.03 Tenant shall not make any additions, alterations, improvements or changes ("improvements") in or to the Leased Property without the prior written approval of Landlord. Except as provided in Exhibit "C" hereto, any improvement shall be at the sole cost and expense of Tenant. In the event Landlord desires to give Tenant an improvement allowance, Tenant shall submit to Landlord a schedule of any and all costs and bids associated with said improvements. Thereafter within fourteen (14) working days of said submission to Landlord, Landlord shall fix a value for the improvements to be undertaken by Tenant or its agent. It is expressly understood by and between the parties hereto that any additional improvements undertaken by Tenant pursuant to this contractual provision shall be at Tenant's sole cost and obligation. Landlord shall reimburse Tenant's improvement allowance in accordance with Exhibit "C".

8.04 Tenant's agent shall construct the Tenant Improvements in accordance with Exhibit "C". Tenant shall secure a standby irrevocable letter of credit from a financial institution satisfactory to Landlord in the face amount of any Tenant Improvements over and above the amount of any tenant improvement allowance provided by Landlord to secure said costs. Landlord, however, agrees that upon the completion of construction, issuance of a certificate of occupancy and receipt

of all lien releases Landlord shall allow the Letter of Credit to be retired.

## **SECTION 9 - LANDLORD'S REPAIRS**

Landlord agrees to keep in good order, condition and repair the foundations, exterior walls, roof, and other structural components of the Center and the Leased Property (but excluding the exterior and interior of all windows, doors, plate glass and showcases) except for reasonable wear and tear and except for any damage thereto caused by any act or negligence of Tenant or its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees. It is an express condition precedent to all obligations of Landlord, to repair and maintain that Tenant shall have notified Landlord in writing of the need for such repairs or maintenance. The cost of such repairs shall be included in the Center's Operating Cost to the extent set forth in Section 10.

## **SECTION 10 - PARKING AND COMMON FACILITIES**

Landlord covenants that the common and parking areas of the Center of which the Leased Property is a part shall be available for the non-exclusive use of Tenant during the full Term of the Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas Landlord shall use its best efforts to not adversely affect Tenant's access to and use of the Leased Property. This Lease shall be subordinate to any agreement existing as of the date of this Lease or subsequently placed upon the real property of which the Leased Property is a part, which agreement provides for reciprocal easements and restrictions pertaining to the common and parking areas, and in the event of conflict between the provisions of such agreement and this Lease, the provisions of said agreement shall prevail; provided, however, nothing therein shall cause the Tenant to pay a greater share of the common area maintenance cost than herein provided.

10.01 The Landlord shall keep or cause to be kept said automobile parking and common areas in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof, but all expenses in connection with the repair and maintenance of said automobile parking and common areas ("Operating Costs") shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that Operating Costs in connection with said automobile parking and common areas as used herein shall be construed to include, but not be limited to, all sums expended by Landlord in connection with said automobile parking and common areas for all general maintenance and repairs, resurfacing, painting, restriping, cleaning, sweeping and janitorial services; planting and landscaping; lighting and other utilities; directional signs and other markers and bumpers; personnel to implement such services and to police the automobile parking and common areas; required fees or charges levied pursuant to any governmental requirements; public liability and property damage insurance on the automobile parking and common areas, which shall be carried and maintained by Landlord; and a fee equal to ten percent (10%) of said Operating Costs (plus ten percent [10%] of the costs of real estate taxes under Section 11, personal property taxes under Section 12, and insurance under Section 14 and utilities under Section 13) to Landlord for Landlord's management, bookkeeping and invoicing, collection and supervision. Notwithstanding anything set forth herein to the contrary, in

no event shall Operating Costs include (a) expenses for which Landlord is or will be reimbursed by another source (excluding Tenant's reimbursement for Operating Costs), including but not limited to repair or replacement of any item covered by warranty; (b) costs incurred to benefit (or as a result of) a specific tenant or items and services selectively supplied to any specific tenant; (c) expenses for the defense of Landlord's title to the Leased Property or Center; (d) depreciation and amortization of the Leased Property and Center or financing costs, including interest and principal amortization of debts; (e) charitable, lobbying, special interest or political contributions; (i) costs of improving or renovating space for a tenant, or space vacated by a tenant; (f) costs to correct original or latent defects in the design, construction or equipment of the Leased Property or Center; (l) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard; (g) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (h) rental on ground leases or other underlying leases; (i) any duplicate expenses or costs; (j) amounts billed (directly or indirectly) for salaries, overhead and expenses for office rent and office supplies; (k) administrative or management fees (in the aggregate) which exceed ten percent (10%) of Tenant's pro rata share of the Operating Costs; and (l) any fines, penalties, interest, liability, liens, assessments, costs, expenses or other fees or amounts imposed upon Landlord or the Leased Property or Center under any covenants, conditions, restrictions, easements or similar agreements, including without limitation as a result of Landlord's or any other third party's failure to perform any obligations or to pay any amounts due thereunder).

Landlord agrees to furnish to Tenant a statement itemized in reasonable detail setting forth the total expenses for the automobile parking and common areas for the previous calendar year and Landlord's costs and expenses which are the subject of Tenant's reimbursement pursuant to Article 10 hereof, said statement to be furnished as soon as reasonably possible following the expiration of each calendar year during the Term. Tenant agrees to pay Landlord, Tenant's pro rata share of such expenses as additional rent monthly as herein stated. Tenant's pro rata share of the total expenses for the previous twelve (12) month period shall be that portion of all of such expenses which is equal to the proportion thereof which the number of square feet of gross floor area in the Leased Property bears to the total number of square feet of gross floor area of buildings in the Center as of the commencement of each annual period. "), Tenant shall have the right, directly or through agents or contractors, to inspect and audit Landlord's books and records pertaining to Operating Costs and exclusions therefrom for the period covered by the statement only, upon reasonable advance notice to and coordination with Landlord. Such audit shall be conducted in Landlord's offices or electronically during normal business hours. If Tenant fails to commence such audit on or before the thirtieth (30<sup>th</sup>) day following the date Landlord delivered the statement described above to Tenant or to complete such audit and deliver the auditor's report to Landlord before the sixtieth (60<sup>th</sup>) day following the delivery of such statement, then Tenant shall conclusively be deemed to have accepted the amounts specified in such statement and to have waived any right to contest such amount in the future. The cost of any such review or audit by Tenant shall be borne solely by Tenant unless the amounts actually paid by Tenant exceed the total amount due by more than ten percent (10%) in which event Landlord shall reimburse Tenant for the cost of such audit in an amount not to exceed \$5,000.00. If following such audit, it is conclusively determined that the amount paid by Tenant exceeds the actual amount for said calendar year, Landlord shall reimburse Tenant an amount equal to such excess by giving a credit against operating expenses next due. If as a result of such audit, it is conclusively determined that the actual amount exceeds the amount paid for said calendar year, Tenant shall pay to Landlord within thirty (30) days of the date of such determination, the positive difference between

the actual amount and the amount paid for said calendar year There shall be appropriate adjustment of Tenant's share of the foregoing expenses as of the commencement and expiration of the Term of this Lease. The term "gross floor area" as used herein shall be deemed to mean the ground floor in the Leased Property, with measurements to be from outside of exterior walls and from center of interior separation partitions.

Alternatively to the foregoing, at Landlord's option, Tenant shall pay to Landlord monthly, based upon Landlord's estimate, as additional rent, Tenant's pro rata share of total expenses for parking and common areas and Landlord's costs and expenses which are the subject of Tenant's reimbursement pursuant to Article 10 hereof. Such additional rent shall be adjusted at the end of each calendar year (or portion thereof upon commencement or termination of this Lease) by Landlord based upon the actual total expenses; any deficiency shall be paid by Tenant to Landlord within thirty (30) days after the receipt by Tenant of a statement from Landlord; any excess shall be credited against Tenant's next payment of an additional rental estimate thereafter to become due or, if the Term has expired, reimbursed by Landlord to Tenant at the time Landlord delivers such statement.

10.02 Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, roadway, sidewalk and automobile parking, provided however, Tenant and Tenant's employees shall park their automobiles in those areas designated for employee parking.

10.03 Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules and regulations as Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas which rules and regulations shall be uniformly enforced against all tenants in the Center.

10.04 LANDLORD ESTIMATES THESE EXPENSES TO BE \$0.62 PER SQUARE FOOT PER MONTH, HOWEVER, LANDLORD DOES NOT GUARANTY THAT THESE EXPENSES WILL NOT EXCEED THIS AMOUNT. LANDLORD ALSO RESERVES THE RIGHT TO ADJUST SAID CHARGES QUARTERLY.

## **SECTION 11 - REAL ESTATE TAXES**

In addition to all rentals herein reserved, Tenant shall pay to Landlord Tenant's pro rata share of annual real estate taxes and assessments levied upon the Center together with a pro rata share of the parking and common area of the Center in the manner set forth in Section 10 of this Lease. Such amount (plus a ten percent [10%] fee) shall be payable on a monthly basis with documentation of receipts furnished on an annual basis. Landlord shall, at its option, have the right to estimate the amount of taxes next due and to collect and impound from Tenant on a monthly basis the amount of Tenant's estimated tax obligation.

In the event the Premises together with a pro rata share of the parking and common area are not separately assessed, the applicable taxes and assessments shall be determined by the ratio that

the floor area of the Premises bears to the total floor area. landlord reserves the right to adjust these charges quarterly.

Any such tax for the year in which this Lease commences or ends shall be apportioned and adjusted. With respect to any assessment which may be levied against or upon the Leased Property and which, under the laws then in force, may be evidenced by improvement or other bonds, payable in annual installments, only the annual payments on said assessment shall be included in computing Tenants' obligation for taxes and assessments.

The term "real estate taxes" as used herein shall include, but not be limited to, any and all taxes, assessments, fee, excise, value added tax or other impositions and charges levied or assessed against the Leased Property payable by Landlord. If, during the term of this Lease, taxes or assessments are imposed, assessed or levied on the rents derived from the Leased Property in lieu of, or in addition to, all or any part of real property taxes, personal property taxes, or real and personal property taxes that Tenant would have been obligated to pay under the foregoing provisions, and the purpose of the new taxes is more closely akin to that of an ad valorem, Tenant shall pay such taxes or assessments as provided above for "real property taxes".

Landlord estimates these expenses to be \$0.10 per square foot per month, however, Landlord does not guaranty that these expenses will not exceed this amount. Landlord also reserves the right to adjust said charges quarterly.

## SECTION 12 – TAXES

12.01 Tenant shall be liable for and shall pay before delinquency (and, upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of the payment thereof) all taxes, fees, and assessments of whatsoever kind or nature, and penalties and interest thereon, if any, levied against Tenant's personal property or any other personal property of whatsoever kind and to whomsoever belonging situated or installed in or upon the Leased Property whether or not affixed to the realty. If, at any time, during the term of this Lease, any such taxes on personal property are assessed as part of the tax on the real property of which the Leased Property is a part, then in such event Tenant shall pay to Landlord the amount of such additional taxes as may be levied against the real property by reason thereof.

12.02 Throughout the term hereof, Tenant will pay to Landlord monthly in advance in addition to all other rental specified herein, as further additional rent, that portion of Impositions, as hereinafter defined, that the number of square feet of floor area in the Leased Property bears to the total number of square feet of all floor area of the buildings in the Center. The amounts due hereunder shall be estimated in advance by Landlord and shall be paid in the same manner as specified in Section 10 hereof for payment of the Tenant's portion of Center's Operation Cost (plus ten percent [10%] of the costs of real estate taxes under Section 11, personal property taxes under Section 12, and insurance under Section 14, and utilities under Section 13) to Landlord for Landlord's management, bookkeeping and invoicing, collection and supervision.

12.03 For purposes of this Lease, "Impositions" means:

- A. Any real estate taxes, fees, assessments or other charges assessed against the Center or any improvements thereon.

- B. All personal property taxes on personal property used in connection with the Center and related structures other than taxes payable by Tenant under Section 12.01 hereof and taxes of the same kind as those inscribed in said Section 12.01 payable by other tenants in the Center pursuant to corresponding provisions of their leases.
- C. Any other taxes levied or assessed in addition to or in lieu of such real or personal property taxes.

12.04 If at any time during the term of this Lease, under the laws of the United States, Nevada or any political subdivision thereof, a tax or excise on rents or other tax (except income tax), however described is levied or assessed by the United States, Nevada or said political subdivision against Landlord on account of any rent reserved under this Lease, all such tax or excise on rents or other taxes shall be paid by Tenant. Whenever Landlord shall receive any statement or bill for any such tax or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within five (5) days after demand therefore accompanied by delivery to Tenant of a copy of such tax statement, if any.

### **SECTION 13 – UTILITIES**

Tenant shall pay all charges for water, gas, heat, electricity, power, rubbish service, air conditioning, telephone service, sewer service charges and sewer rentals charged or attributable to the Leased Property, and all other services or utilities used in, upon or about the Leased Property by Tenant or any of its subtenants, licensees or concessionaires during the Term hereof. Landlord shall estimate in advance and Tenant shall pay as additional rent and in the manner specified in Section 10 hereof Tenant's pro rata share of all charges for water, gas, heat, electricity, power, rubbish service, air conditioning, telephone service, sewer service charges and sewer rentals charged or attributable to the Leased Property, and all other services or utilities used in, upon or about the Leased Property by Tenant or any of its subtenants, licensees or concessionaires during the term hereof not metered separately to Tenant.

### **SECTION 14 – INSURANCE**

14.01 Tenant shall not do or permit anything to be done in the Leased Property or the Center of which they form a part or bring or keep anything therein which shall in any way increase the rate of fire or other insurance on said Center, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way injure or annoy them, or those having business with them, or conflict with the fire laws or regulations, or with the rules and regulations of any insurance company providing coverage upon the Center or any part thereof, or with any statutes rules or regulations enacted or established by appropriate governmental authority. Landlord shall insure the Center, of which the Leased Property is a part, against damage by fire, including extended coverage, in any reasonable amount Landlord shall deem adequate, and shall maintain such insurance throughout the Term hereof. Tenant shall insure, and pay for, all of its personal property in the Leased Property including any and all Improvements and alterations thereof and therein against damage by fire, including extended coverage and coverages included with the usual All Risks of Physical Loss Type perils, to its full replacement value, without consideration for depreciation adjusted yearly, and Tenant shall maintain such insurance throughout the Term

hereof, and any and all renewals thereof. Any deductible clause applying to such insurance must be a commercially reasonable amount consistent with similar type business and subject to Landlord's prior approval which approval shall not be unreasonably withheld, conditioned or delayed.

14.02 Tenant, at its own expense, shall provide and maintain Plate Glass insurance coverage for all plate glass and mirrors. Policy should be written in the name of the Tenant and the Landlord, unless waived by the Landlord.

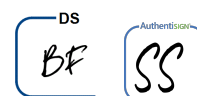
14.03 Landlord and Tenant agree to waive their rights of subrogation against each other, and each party hereby waives any right of recovery against the other for losses to the extent covered by Landlord's and Tenant's policies of Property Insurance provided that such waiver shall not void such policies nor prohibit recovery there under.

14.04 Landlord may purchase liability coverage in a form and with limits as deemed necessary by the Landlord to protect itself from claims which may arise from their ownership of the Center.

14.05 In addition, Tenant agrees to purchase and maintain at all times during the term of this Lease or any renewal thereof, insurance coverage which will protect Tenant from claims which may arise out of or result from Tenant's occupancy of the Leased Property whether such operation or use by Tenant or by any one directly or indirectly employed by or associated with Tenant or by any one for whose acts any of them may be liable. Insurance coverage shall include, but not be limited to, protection from claims under Workmen's Compensation, disability benefit, and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death of Tenant's employees; claims for damages because of bodily injury, sickness or disease or death of any person other than Tenant's employees; claims for damages insured by the usual personal injury liability coverages which are sustained by (1) any person as a result of an offense directly or indirectly related to the employment of such person by Tenant, or by (2) any other person; claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from; (3) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle. Policies shall name the Landlord, and Managing Agent as "Additional Named Insured's", with said coverage to apply to both inside and outside of the Leased Property. Limits of liability shall not be less than as follows:

Bodily Injury:	\$ 1,000,000 per person
	\$ 1,000,000 per occurrence
Property Damage:	\$ 500,000 per occurrence
Personal Injury:	\$ 250,000 per occurrence
	\$ 500,000 general aggregate

14.06 All insurance policies shall be placed with a company or companies qualified to do business in Nevada and subject to the prior approval of Landlord which approval shall not be unreasonably withheld, conditioned or delayed. Coverage shall include contractual liability



insurance as applicable to Tenant's obligations under Section 14.09 hereinafter, "Indemnification".

14.07 Tenant's Insurance Policies shall contain an endorsement specifically requiring the insurance company to notify the Landlord in writing not less than thirty (30) days prior to a reduction in coverage which would affect coverage applying under this Lease or cancellation of any or all coverages or non-renewal of the coverages.

14.08 Tenant shall deliver certificates of insurance indicating the above-specified coverage to the Landlord upon the commencement of the term of this Lease, and continuing evidence of such coverage annually, and Certificates of Insurance shall be in a form satisfactory to the Landlord. The Tenant may be required to submit copies of their insurance contracts, complete, certified if requested, evidencing coverages required by their Lease, at any time during the term of this Lease. This is in addition to the requirement that the Tenant supply Certificates of Insurance prior to commencement of occupancy.

14.09 The Tenant shall indemnify and hold harmless the Landlord and/or its Managing Agent and their Agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the Tenant's use of the Premises provided that any such claims, damages, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from occurring in the Premises, and (2) occurring within the Premises and caused in whole or in part by any negligent act or omission of the Tenant or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Landlord and/or Managing Agent and/or any of their agents or employees, by any employee of the Tenant or anyone directly or indirectly employed by the Tenant or anyone for whose acts the Tenant may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Tenant under Workmen's Compensation acts or other employee benefit acts.

## **SECTION 15 – LIENS**

Tenant shall at all times indemnify, save and hold Landlord, the Leased Property and the leasehold created by this Lease free, clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant in, upon or otherwise in connection with the Leased Property. Tenant shall give Landlord written notice at least ten (10) business days prior to the commencement of any such work on the Leased Property to afford Landlord the opportunity of filing appropriate notices of non-responsibility. Tenant shall, at its sole cost and expense, within twenty (20) days after filing of any lien of record, obtain the discharge and release thereof. Nothing contained herein shall prevent Landlord at the cost and for the account of Tenant, from obtaining said discharge and release in the event Tenant fails or refuses to do the same within said twenty (20) day period.

## **SECTION 16 – INDEMNIFICATION**



16.01 Tenant hereby covenants and agrees to indemnify, save and hold Landlord, the Leased Property and the leasehold estate created by this Lease free, clear and harmless from any and all liability, loss, costs, expenses, including attorney's fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any negligent act or omission of Tenant, its agents, employees, servants, contractors, subtenants, licensees, while in, upon, about or in any way connected with the Leased Property or the Center or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Leased Property or any portion thereof other than as a result of the negligence of Landlord.

16.02 Landlord hereby covenants and agrees to indemnify, save and hold Tenant, the Leased Property and the leasehold estate created by this Lease free, clear and harmless from any and all liability, loss, costs, expenses, including attorney's fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any gross negligent act or omission of Landlord, its agents, employees, servants, contractors, subtenants, licensees, while in, upon, about or in any way connected with the Leased Property or the Center or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Center (excluding the Leased Property) or any portion thereof other than as a result of the negligence of Tenant

16.03 Landlord shall not be liable to Tenant or to any other person whatsoever for any damage occasioned by falling plaster, electricity, plumbing, gas, water, steam, sprinkler or other pipe and sewage systems or by the bursting, running or leaking of any tank, wash stand, closet or waste of other pipes, nor for any damages occasioned by water being upon or coming through the roof, skylight, vent, trap door or otherwise or for any damage arising from any acts or neglect of co-tenants or other occupants of the Center or of adjacent property or of the public, nor shall Landlord be liable in damages or otherwise for any failure to furnish, or interruption of service of any utility.

## **SECTION 17 – SUBORDINATION**

Tenant agrees upon request of Landlord to subordinate this Lease and its rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together with any renewals, extensions or replacements thereof, now or hereafter placed, charged or enforced against the Leased Property, or any portion thereof, or any property of which the Leased Property is a part, and to execute and deliver at any time, and from time to time, upon demand by Landlord, such documents as may be required to effectuate such subordination, and any estoppel certificate required by lender or Landlord, and in the event that Tenant shall fail, neglect or refuse to execute and deliver any such documents to be executed by it, all matters set forth therein shall be deemed admitted. Tenant agrees to execute Landlord's standard estoppel certificate within thirty (30) days of delivery to Tenant. In the event Tenant does not execute said Estoppel Certificate within said thirty (30) day time period hereof, which failure shall constitute a breach of this agreement. Landlord shall use commercially reasonable efforts to obtain, for the benefit of Tenant, a subordination and non-disturbance agreement ("SNDA") from its lender.

## **SECTION 18 – CONDEMNATION**

18.01 Should the whole or any part of the Leased Property be condemned or taken by a competent authority for any public or quasi-public purpose, all awards payable on account of such condemnation and taking shall be payable to Landlord, and Tenant hereby waives any and all interest therein provided Tenant shall have the right to assert a claim for and recover from the condemning authority, but not from Landlord, such compensation as may be awarded on account of Tenant's moving and relocation expenses, and depreciation to and loss of Tenant's movable personal property.

18.02 If the whole of the Leased Property shall be so condemned and taken, then this Lease shall terminate upon such taking. If greater than one third (1/3) of the floor space of the Leased Property is condemned or taken or if by reason of any condemnation or taking the remainder of the Leased Property is not one undivided parcel, and if the remaining portion thereof will not be reasonably adequate for the operation of Tenant's business, in Tenant's sole and absolute judgment, after Landlord completes such repairs or alterations as Landlord elects to make, either Landlord or Tenant shall have the option to terminate this Lease by notifying the other party hereto of such election in writing within twenty (20) days after such taking. If by such condemnation and taking, one-third (1/3) or less of the Leased Property has been taken and the remainder is one undivided parcel, or if a part only of the Leased Property is taken and the remaining part thereof is in Tenant's sole and absolute judgment, suitable for the purposes for which Tenant has leased said Leased Property, this Lease shall continue in full force and effect, but the minimum rent shall be reduced in an amount equal to that proportion of the minimum rent which the floor space of the portion taken bears to the total floor space of the Leased Property. In the event a partial taking does not terminate this Lease, Landlord, at Landlord's expense shall make repairs and restorations to the remaining Leased Property of the nature of Tenant's Work required by Exhibit "C" and Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishing, floor coverings and equipment and if Tenant has closed shall promptly reopen for business. If any part of the Center other than the Leased Property shall be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by notifying Tenant within six (6) months of such taking provided Landlord also terminates the leases of all similarly situated tenants in the Center.

18.03 For the purposes hereof, a deed in lieu of condemnation shall be deemed a taking.

## **SECTION 19 - DESTRUCTION OF LEASED PROPERTY**

If the Leased Property shall be destroyed or rendered untenable, either wholly or in part, by fire or other unavoidable casualty, Landlord may, at its option, restore the Leased Property to its previous condition and in the meantime Minimum Monthly Rent shall be abated in the same proportion as the untenable portion of the Leased Property bears to the whole thereof. This Lease shall not terminate unless, within Sixty (60) days after the happening of such casualty, Landlord notifies Tenant of its election to terminate this Lease. In the event Landlord does not elect to terminate this Lease, Landlord shall repair the damage to the Leased Property caused by such casualty. Any other provision hereof to the contrary notwithstanding, should any casualty have been the result of any act, omission or negligence or intentional misconduct of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, unless Landlord otherwise elects, this Lease shall not terminate, Tenant shall repair such damage and rent shall not abate.

In the event of any damage not limited to, or not including, the Leased Property, such that the Center is damaged to the extent of Twenty-five (25%) or more of the cost of replacement, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within Ninety (90) days after the occurrence of the event causing the damage provided Landlord also terminates the leases of all similarly situated tenants in the Center.

Any other provision hereof to the contrary notwithstanding, Landlord shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received therefore.

## **SECTION 20 – INTENTIONALLY DELETED**

## **SECTION 21 – SIGNS**

The parties hereby agree that Landlord shall have final approval of any and all signs to be located on or about the Leased Property. Tenant shall submit working drawings to Landlord for approval. Landlord shall in writing either accept or reject or modify the sign proposal seven (7) days after receipt. Landlord agrees that the approved sign proposed shall become a portion of this agreement. Said sign criteria will be individual "Channelume" letters conforming to the sign criteria as described in the REA Agreement for the Meadows Mall (see attached Exhibit "D") and is to be a seventy percent (70%) minimum and an eighty percent (80%) maximum of the fascia of the leased property and shall be installed within FORTY-FIVE (45) days of June 1, 2024. In the event said sign is not installed and in place within FORTY-FIVE (45) days as set forth herein, Tenant shall be in default of this Lease Agreement and Landlord shall have the right to exercise its options pursuant to default under the terms of this Lease Agreement.

## **SECTION 22 – ASSIGNMENT**

22.01 Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Leased Property by any person or persons other than Tenant, or sublet the Leased Property, or any part thereof, without the prior written consent of Landlord in each instance which consent shall not be unreasonably withheld, conditioned or delayed. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from the Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease. In the event that Tenant hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of fifty-one percent (51%) shall be deemed an assignment within the meaning of this Section.

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

22.03 If this Lease is assigned or if the Leased Property or any portion thereof are sublet or occupied by any person other than the Tenant, Landlord may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay to Landlord reasonable fees, not to exceed Five Hundred and NO/100 Dollars (\$500.00), incurred in connection with processing of documents necessary to the giving of such consent.

### **SECTION 23 - ARCHITECTURAL SUPERVISION**

The parties hereby agree that Landlord shall have final approval of any and all architectural drawings concerning any part of the Leased Property. Tenant shall submit working architectural drawings to Landlord for approval. Landlord shall, in writing, either accept or reject or modify the architectural proposals seven (7) days after receipt. Landlord agrees that the approved architectural drawings, plans or specifications shall become a portion of this agreement.

### **SECTION 24 - ATTORNEY'S FEES**

In the event either party defaults in the performance of any of the terms, agreements or conditions contained in this Lease and the other party places the enforcement of this Lease, or any part thereof, or the collection of any rent due or to become due hereunder, or recovery of the possession of the Leased Property, in the hands of an attorney who files suit upon the same, and should such non-defaulting party prevail in such suit, the defaulting party agrees to pay the other party's reasonable attorneys' fees and costs incurred therein.

### **SECTION 25 - DEFAULT AND REMEDIES**

25.01 Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 25.02:

- A. Tenant fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.
- B. Tenant fails to perform any other term; condition or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord.
- C. Tenant or its agent shall falsify any report required to be furnished to Landlord hereunder.
- D. Tenant or any Guarantor of this Lease shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an

arrangement; or suffers this Lease to be taken under a writ of execution.

- E. Tenant violates either Article 7 or Article 21.
- F. Tenant does not execute Landlord's standard Estoppel Certificate within thirty (30) days delivery by Landlord.
- G. Tenant does not install Tenant's signage within forty-five (45) days June 1, 2024.

25.02 In the event Tenant does not comply with each and every term, covenant and condition of this lease, and said non-compliance results in a default which terminates this lease; and Tenant has received any Incentive Rent as set forth in this lease; then Tenant shall be obligated, subject to Landlord's requirement to mitigate its damages in accordance with Nevada law, to pay to Landlord the full amount of any and all Incentive Rent previously allowed by Landlord as additional damages.

25.03 Upon occurrence of the events set forth in Section 25.01, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

- A. Immediately re-enter and remove all persons and property from the Leased Property, storing said property in a public place, warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such re-entry or taking possession of the Leased Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed to be a forcible entry.
- B. Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision thereof on the part of Tenant required to be kept or performed.
- C. Terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Leased Property. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including the cost of recovering the Leased Property, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Property for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder subsequent to default, the rent for each year of the unexpired term shall be equal to the average minimum, from the Commencement Date to the time of default, or during the preceding three (3) full calendar years, whichever period is shorter.
- D. Should Landlord re-enter the Leased Property, as provided herein, and take

possession pursuant to legal proceedings or notice as provided for by law or as stated in this document, Landlord, as additional damages, shall be entitled to recover any and all costs associated with re-letting the Leased Property, including but not limited to, reasonable attorney's fees, brokerage fees, and all costs associated with restoring the Leased Property to rentable condition.

The remedies given to Landlord in this Article 25 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

## **SECTION 26 - FORCE MAJEURE**

Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually prevented, delayed or stopped due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Leased Property, national or regional emergency), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Notwithstanding anything to the contrary in this Lease, no event of Force Majeure shall excuse Tenant's obligations to pay Rent and other charges due pursuant to this Lease.

## **SECTION 27 – DISCLOSURE**

27.01 It is understood and acknowledged that Tenant is aware that Michaels Follmer Real Estate, acting in the capacity of Property Manager, is a duly licensed real estate broker in the State of Nevada, and holds a property management permit the State of Nevada.

27.02 Landlord and Tenant acknowledge that in accordance with NRS Regulation 645, Michaels Follmer Real Estate, its brokers, real estate licensees, leasing agents and employees have fiduciary responsibilities and duties solely on behalf of the Landlord. The Landlord and Michaels Follmer Real Estate have mutually entered into a single agency contractual agreement by which Michaels Follmer Real Estate represents only the Landlord's interest pertaining to the Lease Agreement. Landlord and Tenant have carefully read this Lease Agreement and acknowledge understanding of the terms and conditions contained herein.

## **SECTION 28 - ENTIRE AGREEMENT**

Landlord and Tenant agree that this Lease Agreement including the exhibits and addendums attached hereto incorporated herein and made a part hereof, consists of the entire agreement between Landlord and Tenant, and that no changes, additions or deletions may be made to this Agreement except as set forth in writing mutually agreed to between Landlord and Tenant. Any guaranty hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings, with Landlord or any agent or any employee of Landlord, are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed.

**SECTION 29 – NOTICES**

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered mail, postage prepaid, and shall be addressed:

- A. If to Landlord, at the place specified for payment of rent, and
- B. If to Tenant, either at the leased property or at any other current address for Tenant which is known to Landlord.
- C. Either party may designate such other address as shall be given by written notice from time to time:

TO LANDLORD:

Meadows Land, LLC dba Morimoto Plaza  
c/o Michaels Follmer Real Estate  
1129 S. Casino Center,  
Las Vegas, NV 89104  
(702) 347-7777

TO TENANT:

Thrive Point Academy of Nevada  
Attn: Shane Peters  
3802-3810 Meadows Lane  
Las Vegas, NV 89107

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All notices shall be deemed given upon delivery or refusal to accept delivery.

**SECTION 30 - QUIET ENJOYMENT**

Landlord covenants that it now has, or will acquire before Tenant takes possession of the Leased Property, good title to the Leased Property, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, such mortgage or mortgages as are permitted by the terms of this Lease, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of such property, and easements, restrictions and other conditions of record. In the event this Lease is a sublease, then Tenant agrees to take the Leased Property subject to the provisions of the prior leases. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Property for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

**SECTION 31 - RIGHT OF ACCESS**



Landlord shall, upon twenty-four (24) hours advance notice except in the case of emergency, have the right to enter the Leased Property to inspect the same, to exhibit the Lease property to prospective purchasers or tenants, to post notices of non-responsibility, and to repair or construct any portion of the building of which the Leased Property is a part or any other portion of the Center, without abatement of rent, and may keep and store tools, material and equipment upon the Leased Property and may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided the entrance to the Leased Property shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages for any injury or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Property, and any other loss occasioned by the exercise of Landlord's rights hereunder. For each of the aforesaid purposes, Landlord shall, at all times, have the right to retain a key with which to unlock all doors in the Leased Property, excluding Tenant's vaults and safes. Landlord shall have the right to use any means which Landlord may deem proper to open such doors in an emergency. Entry into the Leased Property obtained by Landlord by any such means shall not be deemed to be forcible or unlawful entry into, or a detainer of, the Leased Property, or an eviction of Tenant from the Leased Property or any portion thereof.

**SECTION 32 – LEASE CONTINGENCY**

Landlord acknowledges and agrees that Tenant intends to operate in the Leased Property as a charter school and that such use will require obtaining a special use permit from applicable government agencies. Tenant shall promptly apply for such special use permit and diligently pursue receipt of same. In the event Tenant is unable to obtain the required special use permit, Tenant may, in its sole and absolute discretion, upon notice to Landlord, terminate this Lease in which event the Lease shall thereafter be null and void and of no further force and effect except that Tenant shall return the Premises to the condition in which it existed prior to Tenant's commencement of any work .

**SECTION 33 - ADDITIONAL PROVISIONS**

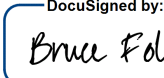
DO NOT AFFIX YOUR SIGNATURES BELOW UNTIL YOU HAVE READ AND AGREED WITH THE MATTER SET FORTH ABOVE. Should you still have questions with regard to the above, you are advised to seek the advice of an independent legal counsel. WHEN PROPERLY COMPLETED, THIS IS A BINDING LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, SEEK COMPETENT LEGAL COUNSEL.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement,

TENANT:  
Thrive Point Academy of Nevada  
A Nevada nonprofit

LANDLORD:  
Meadows Land, LLC dba Morimoto Plaza  
A Nevada limited liability company

By:  Shannon Smith 03/14/24

By:  Bruce Follmer  
7466DFE0CE5F4E5...





Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: Bruce Follmer

Its: Manager

3/14/2024 | 6:52 PDT  
Date: \_\_\_\_\_



## GUARANTY

**IN CONSIDERATION OF**, and as a material inducement for, the execution by Meadows Land LLC dba Morimoto Plaza, a Nevada Limited Liability Company, of that certain Lease Agreement dated 03/14/24, 2024, "LEASE", and Thrive Point Academy of Nevada, a Nevada nonprofit corporation, "TENANT", with respect to that certain leased premises known as:

MORIMOTO PLAZA, SPACE(S) 3802 – 3810 Meadows Lane, Las Vegas, Nevada containing 8,811 square feet, "LEASED PROPERTY", the undersigned Guarantor hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of the rent and all other sums and charges payable by Tenant, its successors and assigns, under the Lease and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns. The Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such rent and any and all other sums and charges payable by Tenant, its successors and assigns, under the Lease or if Tenant should default in the performance and observance of any of the covenants, terms, conditions or agreements contained in the Lease, the Guarantor will forthwith pay such rent and other sums and charges and any arrears thereof to Landlord, its successors and assigns, and will forthwith faithfully perform and fulfill all of the such terms, covenants, conditions and agreements and will forthwith pay to Landlord all damages, costs and expenses that may arise in consequence of any default by Tenant, its successors and assigns, under the Lease, including without limitation all reasonable attorney's fees incurred in nonjudicial actions, at trial, and upon appeal and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance, any notice of acceptance of this Guaranty or any other notice of demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives. The Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by relief of Tenant from any of Tenant's obligations under the Lease or otherwise by (a) the release or discharge of Tenant in any creditors' proceedings, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy or of any remedy for the enforcement of Tenant's said liability under the Lease, resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision in any court; or (c) the rejection or disaffirmance of the Lease in any such proceedings.

This Guaranty shall be a continuing guaranty and the liability of the Guarantor shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of

any extension of time that may be granted by Landlord to Tenant, its successors or assigns or a changed or different use of the Leased Property consented to in writing by Landlord, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, its successors and assigns, whether or not notice thereof is given to the Guarantor.

Landlord's consent to any assignment or assignments, and the successive assignments by Tenant and Tenant's assigns of the Lease made either with or without notice to the Guarantor, shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the rights and proceeds thereof, made either with or without notice to the Guarantor, shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. The obligation of the Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions required to be performed and observed by Tenant under the Lease, nor shall the Guarantor be released by the maintenance of or execution upon any lien which Landlord may have or assert against Tenant and/or Tenant's assets.

Until all the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, the Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of the Guarantor hereunder; (b) waives any right to enforce any remedy which the Guarantor now or hereafter shall have against Tenant by reason of any one or more payment or acts of performance in compliance with the obligations of the Guarantor hereunder; (c) subordinates any liability or indebtedness of Tenant now or hereafter held by the Guarantor to the obligations of Tenant to Landlord under the Lease; and (d) waives any right provided by law to cause Landlord either to commence a proceeding against Guarantor to enforce the terms of the Guaranty or to waive Landlord's right to commence such a proceeding.

Guarantor hereby submits itself to the jurisdiction of the courts of the State of Nevada and hereby irrevocably appoints Tenant, or if Tenant is more than one person then any one of them, the manager, assistant manager and any acting manager of the facility being operated at any time during the term of the Lease at the Leased Property and (if Tenant is a corporation, trustee or partnership) all persons of Tenant upon whom service of process may be served for service upon Tenant as its agents for the service of process in any action against Guarantor arising out of this Guaranty. Pursuant to such service, suit may be brought against Guarantor in the jurisdiction in which the Leased Property is located. This provision does not affect any right to serve process under Guarantor in any other manner permitted by law.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this 03/14/24 Day of March, 2024.

GUARANTOR:



NEVADA, LLC.

LEARNING MATTERS EDUCATIONAL GROUP

a Nevada limited liability company

Name:  Shannon Smith

Date: 03/14/24



## EXHIBIT "C"

### TENANT FINISH-WORK: ALLOWANCE (Tenant Performs the Work)

1. **Acceptance of Leased Property.** Except as set forth in this Exhibit, Tenant accepts the Leased Property in their "AS-IS" condition on the date that this Lease is entered into.

#### **Space Plans.**

**Approval Plans.** Within two (2) business days after Tenant's execution of this Lease, Tenant shall sign off and approve the Adult Daycare of the West plans dated 12-13-2021. (the "**Space Plans**").

#### **Working Drawings.**

**Preparation and Delivery.** On or before the date which is 30 days following the date on which the Adult Daycare of the West plans dated 12-13-2021 are approved (or deemed approved) by Tenant and Landlord, Tenant shall cause to be prepared final working drawings for all improvements to be installed in the Leased Property and deliver the same to Landlord for its review and approval (which approval shall not be unreasonably withheld, delayed or conditioned). Such working drawings shall be prepared by Architect or another design consultant selected by Tenant (whose fee shall be included in the Total Construction Costs as defined below).

**Approval Process.** Landlord shall notify Tenant whether it approves of the submitted working drawings within three (3) business days after Tenant's submission thereof. If Landlord disapproves of such working drawings, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall, within five (5) business days after such notice, revise such working drawings in accordance with Landlord's objections and submit the revised working drawings to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted working drawings within one (1) business day after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Landlord and Tenant. If Landlord fails to notify Tenant that it disapproves of the initial working drawings within three (3) business days (or, in the case of resubmitted working drawings, within one (1) business day) after the submission thereof, then Landlord shall be deemed to have approved the working drawings in question. Any delay caused by Tenant's unreasonable withholding of its consent or delay in giving its written approval as to such working drawings shall constitute a Tenant Delay Day (defined below). If the working drawings are not fully approved (or deemed approved) by both Landlord and Tenant by the 15th business day after the delivery of the initial draft thereof to Tenant, then each day after such time period that such working drawings are not fully approved (or deemed approved) by both Landlord and Tenant shall constitute a Tenant Delay Day.

**Landlord's Approval; Performance of Work.** If any of Tenant's proposed construction work will affect the Building's Structure or the Building's Systems, then the working drawings pertaining thereto must be approved by the Building's engineer of record. Landlord's approval of such working drawings shall not be unreasonably withheld, provided that (a) they comply with all Laws, (b) the improvements depicted thereon do not (1) adversely affect (in the reasonable discretion of Landlord) the Building's Structure or the Building's Systems (including the Property's restrooms or mechanical rooms), or (2) affect (in the sole discretion of Landlord)

(A) the exterior appearance of the Property, (B) the appearance of the Property's common areas or elevator lobby areas, or (C) the provision of services to other occupants of the Property, (c) such working drawings are sufficiently detailed to allow construction of the improvements and associated work in a good and workmanlike manner, and (d) the improvements depicted thereon conform to the rules and regulations promulgated from time to time by Landlord for the construction of tenant improvements (a copy of which has been delivered to Tenant). As used herein, "**Working Drawings**" means the final working drawings approved by Landlord, as amended from time to time by any approved changes thereto (and if such Working Drawings are prepared or necessary for the Work, then all references to the Working Drawings shall instead be to the Space Plans), and "**Work**" means all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas of the as a result of the improvements indicated by the Working Drawings. Landlord's approval of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Landlord shall cause the Work to be performed in substantial accordance with the Working Drawings. As used herein "**Structure**" means the Building's roof and roof membrane, elevator shafts, footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, structural columns and beams, and curtain walls, and "**Systems**" means the Building's HVAC, life-safety, plumbing, electrical, mechanical and elevator systems.

**Change Orders.** Tenant may initiate changes in the Work. Each such change must receive the prior written approval of Landlord, such approval shall be granted or withheld in accordance with the standards set forth in Section 3.3 above; additionally, if any such requested change might delay the Commencement Date, Landlord may withhold its consent in its sole and absolute discretion. Landlord shall, upon completion of the Work, cause to be prepared accurate architectural, mechanical, electrical and plumbing "as-built" plans of the Work as constructed in both blueprint and electronic CADD format, which plan shall be incorporated into this Exhibit by this reference for all purposes. If Tenant requests any changes to the Work described in the Space Plans or the Working Drawings, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.

**Definitions.** As used herein, a "**Tenant Delay Day**" means each day of delay in the performance of the Work that occurs (e) because Tenant fails to timely furnish any information or deliver or approve any required documents such as the Space Plans or Working Drawings (whether preliminary, interim revisions or final), pricing estimates, and the like, (f) because of any change by Tenant to the Space Plans or Working Drawings, (g) because Tenant fails to attend any meeting with Landlord, the Architect, any design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder or otherwise necessary in connection with the preparation or completion of any construction documents, such as the Space Plans or Working Drawings, or in connection with the performance of the Work, (h) because of any specification by Tenant of materials or installations in addition to or other than Landlord's standard finish-out materials or any materials that are not readily available, or (i) because a Tenant Party otherwise delays completion of the Work. As used herein "**Substantial Completion**," "**Substantially Completed**," and any derivations thereof mean the Work in the Leased Property is substantially completed (as reasonably determined by Landlord) in substantial accordance with the Working Drawings. Substantial Completion shall have

occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed by Landlord.

**Walk-Through; Punchlist.** When Landlord considers the Work in the Leased Property to be Substantially Completed, Landlord will notify Tenant and, within three (3) business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Leased Property and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punch list items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punch list items within 30 days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items.

**Excess Costs.** Tenant shall pay the entire amount by which the Total Construction Costs (hereinafter defined) exceed the Construction Allowance (hereinafter defined) (such excess amount being referred to herein as the "**Excess Amount**"). Upon approval of the Working Drawings and selection of a contractor, Tenant shall promptly (j) execute a work order agreement prepared by Landlord which identifies such drawings and itemizes the Total Construction Costs and sets forth the Construction Allowance, and (k) pay to Landlord 90% of Landlord's estimate of the Excess Amount. Upon Substantial Completion of the Work and before Tenant occupies the Leased Property to conduct business therein, Tenant shall pay to Landlord any remaining unpaid portion of the Excess Amount. In the event of default of payment of any portion of the Excess Amount, Landlord (in addition to all other remedies) shall have the same rights as for an default under this Lease. As used herein, "**Total Construction Costs**" means the entire cost of performing the Work, including design of and space planning for the Work and preparation of the Working Drawings and the final "as-built" plan of the Work, costs of construction labor and materials, electrical usage during construction, additional janitorial services, standard building directory and suite tenant signage, related taxes and insurance costs, licenses, permits, certifications, surveys and other approvals required by Law, and the construction supervision fee referenced in Section 9 of this Exhibit.

**Construction Allowance.** Landlord shall provide Tenant with Seventy Five Thousand and No/100 (\$75,000.00) (the "**Construction Allowance**") The Construction Allowance shall not be disbursed to Tenant in cash, but shall be applied by Landlord to the payment of the Total Construction Costs, if, as, and when the cost of the Work is actually incurred and paid by Landlord. The Construction Allowance must be used (that is, the Work must be fully complete and the Construction Allowance disbursed) within six (6) months following the Commencement Date or shall be deemed forfeited with no further obligation by Landlord with respect thereto, time being of the essence with respect thereto

**Construction Management.** Landlord or its Affiliate or agent shall supervise the Work, make disbursements required to be made to the contractor, and act as a liaison between the contractor and Tenant and coordinate the relationship between the Work, the Property and the Building's Systems. In consideration for Landlord's construction supervision services, Tenant shall pay to Landlord, as part of the Construction Allowance a construction supervision fee equal to five percent (5%) of the Total Construction Costs (exclusive of the construction supervision fee).



**Construction Representatives.** Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative: Sharon Sevigny  
Michaels Follmer Real Estate  
1129 S. Casino Center Blvd.  
Las Vegas, Nevada 89104  
ssevigny@mfrenv.com

Tenant's Representative: Shane Peters  
Peters Consulting LLC  
623-707-9292  
Petersconsultingaz@gmail.com

**Miscellaneous.** To the extent not inconsistent with this Exhibit, the Lease shall govern the performance of the Work and Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto.

## EXHIBIT "D" TO LEASE

(FROM MEADOWS MALL REA AGREEMENT)

### ARTICLE XVIII

#### SIGNS

**CRITERIA** Attached hereto, and marked Exhibit D, are criteria for all signs to be erected within the Shopping Center Site, and no signs shall be erected in the Shopping Center Site which do not conform in all respects to said criteria. It is understood said criteria expressly exclude, except for specific provisions thereof to the contrary, the building identification signs on the Stores of the Majors and on the Developer Non-Mall Stores.

**SIGN CRITERIA** These criteria have been established for the purpose of assuring an outstanding shopping center, and for the mutual benefit of all Occupants. Conformance will be strictly enforced; any installed non-conforming or unapproved sign must be brought into conformance at the expense of the Occupant.

The Project Architect is to administer and interpret the criteria, but is not empowered to authorize any departure without approval of the Parties. In the event any conflict or interpretation between an Occupant and the Project Architect as to the application of these criteria cannot be satisfactorily resolved, such issue shall be submitted to the Parties and their decision shall be final and binding upon the Occupant and the Project Architect.

#### A. General Requirements

1. All permits and/or approvals required by these criteria and governmental entities relating to signs and their installation shall be obtained by the Occupant or its representative. Each Occupant shall be fully responsible for the operation of its sign contractor and for causing such contractor to repair any damage caused by his work.
2. Each Occupant shall submit or cause to be submitted to the Project Architect for approval before fabrication, at least three (3) copies of detailed drawings covering the location, size, layout, design color and material of the proposed sign, including all lettering and/or graphics. Location of all openings for sign panel conduits and sleeves in building walls shall be indicated by the sign contractor on drawings submitted to the Project Architect. Sign contractor shall install same in accordance with the approved drawings.
3. Signs shall be permitted only within the area designated by the Project Architect and as shown on approved plans.
4. Wording of signs shall not include the product sold except as a part of the Occupant's trade name or insignia.
5. Electrical service to all Occupant signs shall be on such Occupant's meter and shall not be part of Common Area construction or operation costs.

#### B. Design Requirements

1. All signs shall have concealed attachment devices, clips, wiring, transformers, lamps, tubes and ballasts.
2. All signs, bolts, fastening and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze, and no black iron materials of any type will be permitted.
3. All electrical signs shall bear the UL label, and their installation must comply with all local building and electrical codes. All conductors, transformers and other equipment shall be concealed.
4. All exterior letters or signs exposed to the weather shall be mounted with at least 3/4" clearance from the building wall to permit proper dirt and water drainage and the penetration of the building shall be neatly sealed in a water-tight condition.
5. No sign maker's labels or other identification will be permitted on the exposed surface of signs, except those required by local ordinance which labels shall be in an inconspicuous location.
6. The following types of signs or sign components shall be prohibited:
  - a. Flashing, moving or audible signs, which can be seen or heard from outside the store;
  - b. Pylon, pole or monument signs; provided however, this prohibition shall not be applicable to TBA gas price signs nor to the extent permitted in Section C-4-a;
  - c. Signs employing exposed raceways, neon tubes, ballast boxes or transformers,
  - d. Signs employing luminous - vacuum formed type plastic letters;
  - e. Paper or cardboard signs; temporary signs; stickers or decals;
  - f. Signs identifying leased departments or concession areas within an Occupant's Floor Area;
  - g. Signs containing painted letters; provided however, this prohibition shall not be applicable to TBA service door signs containing six (6) square feet or less.
7. There shall be no signs placed on canopy roofs, upon or extended above the Building roof (except parapet mounted signs), on the penthouse walls of a building or structure, or that project above the parapet or top of wall upon which it is mounted, except that a Major may have its usual identification sign attached to the exterior facade of a penthouse wall provided that such sign shall not extend higher than the top of such penthouse and provided further that the penthouse wall upon which the sign is affixed is a direct extension of such Store's exterior wall.
8. There shall be no signs placed at right angles to the exterior of any building or structure.

9. There shall be no signs or lettering painted on the exterior surfaces of any building or structure; provided however, each Occupant will be permitted to place upon each entrance of its premises not more than 144 square inches of gold leaf or decal application lettering, not to exceed two inches in height, indicating hours of business, emergency telephone numbers, etc.; and provided further, however, this prohibition shall not be applicable to TBA service door signs containing six (6) square feet or less.

C. Special Requirements

1. Developer Mall Stores

While it is desirable to permit the Occupants of the Developer Mall Stores to present to the public their customary image, signs which do not conform to the requirements hereof must be approved by the Parties. Developer, in its sole and absolute discretion may require Occupant to identify its premises by interior illuminated signs containing its name and/or its corporate crest, insignia or logo; such signs may, however, be illuminated by the so-called "Backlit" method with lamps contained wholly within the depth of the letters.

a. Store Front

(i) One store sign per storefront will be permitted. The horizontal dimension of such sign shall not exceed 2/3 of the width of the storefront. The Project Architect shall be the judge in determining how many store fronts an Occupant has.

(ii) Multiple or repetitive signing on the store front shall be permitted if such signing is confined to one area only is a part of an overall graphic design, and provided it shall not exceed fifteen percent (15%) of the linear footage of the store front.

(iii) Signs shall not project beyond the Occupant's Floor Area into the Enclosed Mall more than two (2") inches if less than eight (8') feet above the Enclosed Mall's finished floor nor more than six (6") inches if greater than eight (8') feet above the Enclosed Mall's finished floor; provided, however, signs shall be allowed to extend further into the Enclosed Mall in two areas on the upper level of the Enclosed Mall where Developer's dry wall fascia is provided above the store fronts in the areas designated on the attached page 7 hereof; such signs shall be wall mounted, perpendicular to the dry wall fascia (notwithstanding the provisions of Section B-8 hereof) provided the lowest part of the sign shall be at least thirteen (13') feet above the Enclosed Mall's finished floor. The Developer shall have the responsibility for designating such signs, it being understood, however, that all attaching devices and sign illumination shall be identical in design and shall be subject to the Parties approval.

(iv) Signs must have opaque sides.

(v) The total sign area (rectangle enclosing each group of letters, symbols or logos) shall not exceed fifteen percent (15%) of the square footage of the store front, and shall be at least 24 inches from each store front's side boundary lines.

(vi) Each Occupant fronting on the Enclosed Mall may install on its front, if required by the U.S. Post Office, the numbers only for the street address in exact location stipulated by the Project Architect. Size, type and color of numbers shall be as stipulated by the Project Architect.

(vii) Notwithstanding the provisions of B-6-c hereof, sign letters or components may be (i) formed of exposed neon tubing if such sign is installed adjacent to the interior side of the glass portion of the store front, and (ii) composed of exposed incandescent lamps, provided such lamps are controlled by a dimming device to insure a glare-free light quality.

(ix) Maximum brightness of any sign shall not exceed 100 foot lamberts.

b. Store Interior

(i) No signs, except for storefront signs, shall be allowed within three (3) feet of the storefront.

(ii) Subject only to the provisions of paragraph (i) above and B-6-a hereof, there shall be no restrictions on interior signs.

c. Exterior of Developer Mall Stores

(i) Each Occupant who has regular customer access directly from its premises to the outside and whose normal business hours extend beyond those of the other Occupants of the Developer Mall Stores may have an exterior identification sign, the size, location and design of which shall be subject to approval by the Parties; provided, however, the maximum brightness of any sign shall not exceed 100 foot-lamberts.

(ii) Each Occupant who has a non-customer door for receiving merchandise may have uniformly applied on said non-customer door in a location as directed by the Project Architect, in two inches high block letters, the Occupant's name and address. Where more than one Occupant uses the same door, each name and address may be applied. Color of letters will be as selected by the Project Architect.

2. Majors' Stores

a. Store Exterior

It is understood and agreed that the provisions of Section A-1 and A-5 and all of Section B shall be applicable to the usual exterior identification Store signs of each Major, as the same exists on similar buildings operated by it in Arizona and/or California, from time to time, and in a like manner each Major may have its usual identification signs at each Enclosed Mall entrance, as the same exists, from time to time, in other Enclosed Mall shopping centers in which such Major is Operating.

b. Store Interior

Subject only to the provisions of Section B-6-a hereof, there shall be no restrictions on interior signs.

c. Miscellaneous

(i) With respect to TBAs gas price signs, each Party shall be permitted only one such sign and the height of such sign, including any base, pylon, pole and/or the sign itself shall not exceed eleven feet (11') above grade, nor shall the total area of the sign faces exceed seventy (70) square feet and such sign shall be located at a location, approved by the Parties, near the gas island.

(ii) No signs larger than four inches by six inches may be placed on rental cars stored outside of Floor Area.

3. Common Area

All Common Area signs shall be subject to the approval of the Parties and if approved shall be permitted signs, notwithstanding conflict with provisions of this Exhibit.

4. Developer Non-Mall Stores

a. Non-Mall Store Exterior

It is understood and agreed that the provisions of Section A-1, A-4 and A-5 and all of Section B shall be applicable to the signs of the Developer Non-Mall Stores. Each building placed or constructed on Reserve Parcel I or II shall be permitted to erect one (1) monument type sign not to exceed 4 feet in height nor 12 foot in length, the location of which will be subject to the Parties approval (which will not be unreasonable withheld, also it being understood that a monument sign designed similar to the Shopping Center identification sign is hereby approved), such sign identifying only the name of one (1) or more of the Occupants of such building. The Project Architect will review all signs for Developer Non-Mall Stores to assure that they are in character and good taste for their intended use.

b. Non-Mall Interior

Subject only to the provisions of Section C.1. a (iii) hereof, there shall be no restrictions on interior signs.

5. Electrical service to all Occupant signs shall be on such Occupant's meter and shall not be part of Common Area construction or operation costs.

B. Design Requirements

1. All signs shall have concealed attachment devices, clips, wiring, transformers, lamps, tubes and ballasts.

2. All signs, bolts, and fastening clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze, and no black iron materials of any type will be permitted.

3. All electrical signs shall bear the UL label, and their installation must comply with all local building and electrical codes. All conductors, transformers and other equipment shall be concealed.

4. All exterior letters or signs exposed to the weather shall be mounted with at least 3/4" clearance from the building wall to permit proper dirt and water drainage and the penetration of the building shall be neatly sealed in a water-tight condition.

5. No sign maker's labels or other identification will be permitted on the exposed surface of signs, except those required by local ordinance which labels shall be in an inconspicuous location.

6. The following types of signs or sign components shall be prohibited:

a. Flashing, moving or audible signs, which can be seen or heard from outside the store;

b. Pylon, pole or monument signs; provided however, this prohibition shall not be applicable to TBA gas price signs nor to the extent permitted in Section C-4-a;

c. Signs employing exposed raceways, neon tubes, ballast boxes or transformers,

d. Signs employing luminous - vacuum formed type plastic letters;

e. Paper or cardboard signs; temporary signs; stickers or decals;

f. Signs identifying lease departments or concessionaires within an Occupant's Floor Area.



## "EXHIBIT E"

### SIGN CRITERIA

#### MORIMOTO PLAZA

This criteria has been established for the purpose of assuring an outstanding retail center. The intent of the following sign criteria is to offer the tenant as much flexibility as possible to encourage different styles of lettering. The specified signs will offer both maximum identity and aesthetic quality which benefits the tenant and the shopping center. Conformance will be strictly enforced; and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the tenant.

#### A. GENERAL REQUIREMENTS

1. Prior to applying to the City of Las Vegas Planning Department for approval or permits and prior to any fabrication, the signage company shall submit to the Landlord or his agent at least two (2) copies of detailed drawings indicating the location, size, layout and design of the proposed signs, including all lettering and/or graphics.
2. All signs shall be reviewed by the Landlord or his agent for conformation with this criteria and overall design quality. Approval or disapproval of sign submittals based upon aesthetics or design shall remain the sole right of the Landlord. No sign shall be installed until such approval shall have been granted in writing by the Landlord.
3. All permits for signs and installation thereof shall be obtained by the signage company. The expense of fabrication and installation of all signs, including permits, shall be the responsibility of the tenant, who shall also be responsible for compliance with all applicable codes and with this criteria.

#### B. GENERAL SPECIFICATIONS

1. No projections beyond the sign area will be permitted. Signage area is to be within the limits as indicated by the Landlord in this criteria.
2. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks or other descriptive material shall be affixed or maintained upon the glass panels and supports of the show windows and doors or upon the exterior walls of buildings or store fronts. Signage required to identify the tenants hours of business shall not exceed 144 square inches.
3. All signs and their installation shall comply with all local building and electrical codes.
4. Signs shall be composed of individual or script lettering mounted on a raceway. Signs employing logos or any other descriptive wording other than the tenants trade name will not be permitted. SIGN BOXES AND CABINETS WILL NOT BE PERMITTED.



5. The "copy" criteria for each sign shall be as follows:
  - a. Tenants shall display only established trade names, or their basic product name, i.e. "John's Liquors", "Cleaners", or combination thereof.
6. Tenant shall be responsible for the overall appearance and electrical maintenance of the tenants display at all times.

#### C. DESIGN REQUIREMENTS

1. The sign company will assist each tenant with the design of letter style and logo, if not already established.
2. The width of the sign area shall not exceed 70% of the width of the tenant's fascia. Lettering shall center on the fascia unless prior approval or directions are obtained from the Landlord or his agent.
3. Size of the letters shall be as follows:
  - a. Single line signage: If all capitals are used, letter height shall not exceed 18". If letters are a combination of upper and lower case, capitals shall not exceed 20" and lowercase 16".
  - b. Double line signage: If all capital, the letter heights shall not exceed 14". If a combination, letter heights shall not exceed 16" for capitals and 12" for lower case letters.
4. All copy will be Pan Channel letters with painted returns. All colors must be pre-approved by the Landlord or his agent.
5. All letters will be individually illuminated from within the 30 MA single or double tube neon. All openings shall be properly sealed to prevent light leaks.
6. All letter displays will be mounted on raceways no larger than 7" high by 7" deep and the length must be held to a minimum. All raceways will be painted to match the building color and all mounting hardware shall be concealed from view.
7. Only one (1) sign will be permitted per storefront.
8. No deviations from these criteria shall be allowed unless approved in writing by the Landlord.

#### D. GENERAL CONSTRUCTION REQUIREMENTS

1. The signage company shall be responsible for the permits, manufacture, complete installation and complete compliance to local codes.
2. All signs are to be installed under the direction of the Project Contractor's superintendent or representative.

3. The signage company shall repair any damage to any portion of the structure or finish caused by their work.
4. All penetrations of the building structure required for the sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent finish.
5. No exposed lamps or tubing will be permitted.
6. No animated, flashing or audible signs will be permitted.
7. No exposed crossovers, conduits, conductors, transformers, or other equipment shall be permitted unless approved in writing by the Landlord prior to construction. Any exposed raceways shall be painted out to match the adjacent material.
8. Signs employing unedged or uncapped plastic letters with no returns and exposed flashings will not be permitted.
9. No painted lettering will be allowed.
10. All signs must be parallel to the storefront.

E. SIGNAGE COMPANY'S GENERAL REQUIREMENTS

1. The signage company is advised that no substitutes will be accepted by purchaser whatsoever, unless indicated in the specifications and approved by the Landlord and Tenant.
2. The signage company is advised that prior to acceptance, each unit will be inspected for conformance. Any signs found not to be in conformance with Landlord's approved drawings will be rejected and removed at the sole expense of the signage company.
3. The entire display must be guaranteed for ninety (90) days against defects in material and workmanship. Defective parts shall be replaced without charge.
4. The signage company will carry workman's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property, while engaged in the construction or erection of signs, in the amount of \$500,000.
5. The signage company will completely manufacture, install and connect the display. Primary wiring to the sign location stipulated by the Landlord will be provided by Lessee's contractor and completed prior to the sign installation.

**ADDENDUM 1 OPTION**

**THIS ADDENDUM** is to that certain Lease Agreement dated the March 14, 2024 by Meadows Land, LLC, referred to as "Landlord", and Thrive Point Academy, referred to as "Tenant", concerning that certain leased premises commonly referred to as: Morimoto Plaza, SPACE(S) 3802-3810 consisting of 8,811square feet.

**WHEREAS, PROVIDED** Tenant is in compliance with each and every term, covenant and condition hereof on its part to be performed, Tenant shall have the option to extend this Lease for One (1) extension(s) term(s) of Five (5) years, commencing on the expiration date hereof. Said option shall be exercised by giving Landlord notice in writing of such election, at least six (6) months, but not more than nine (9) months prior to the expiration date hereof. Such extension term shall be on the same terms, covenants and conditions as provided herein for the original term, except that the rental provided in Section 3 of this Lease shall be Increased by five percent (5%) the first year of the extended term and three percent (3%) annually thereafter.

It is understood that the rent under such extended term(s) of this lease shall, in any event, not be less than the amount the Tenant is paying during the original term of this lease. If Tenant and Landlord are unable to agree on such rental within three (3) months after Tenant's notice of election to extend, there shall be no right to extend and the Lease shall terminate at the end of the then current term. Any other provision hereof to the contrary notwithstanding, Tenant shall only have the right to extend hereof for a total period of Five (5) years.

**ALL OTHER TERMS, COVENANTS, CONDITIONS** and rental obligations of this Lease Agreement are hereby ratified and affirmed by virtue of this Option Addendum to Lease Agreement and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Option Addendum to Lease Agreement this        day of March 2024.

03/14/24

TENANT:

LANDLORD:

Thrive Point Academy of Nevada  
A Nevada nonprofit corporation  
company

Meadows Land, LLC dba Morimoto Plaza  
A Nevada limited liability

Shannon Smith

DocuSigned by:

*Bruce Follmer*

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

By: \_\_\_\_\_  
7456DFE0CE5F4E5...

Name: \_\_\_\_\_

Name: Bruce Follmer

Its: \_\_\_\_\_

Its: Manager

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

3/14/2024 | 6:52 PDT  
Date: \_\_\_\_\_



### ADDENDUM 2 RENT SCHEDULE

**THIS ADDENDUM** is to be attached to and shall form a part of that certain Lease dated March 14, 2024, between Meadows Land, LLC, as Landlord, and Thrive Point Academy as Tenant. In the event of conflict between this Addendum and the Lease, the provisions of this Addendum shall be paramount.

Any reference to the Lease in the following provisions in this Addendum shall be deemed to include this Addendum, unless otherwise specified in such reference.

#### 1. MINIMUM MONTHLY RENT SCHEDULE

Months	Monthly Base Rent
June 1, 2024 September 31, 2024	\$0.00
October 1, 2024 – May 31, 2025	\$12,775.95
June 1, 2025 –May 31, 2026	\$12,775.95
June 1, 2026 –May 31, 2027	\$12,775.95
June 1, 2027 –May 31, 2028	\$13,159.23
June 1, 2028 –May 31, 2029	\$13,554.01
June 1, 2029 –May 31, 2030	\$13,960.63
June 12030 –May 31, 2031	\$14,379.44

SCHEDULE IS FOR BASE MINIMUM MONTHLY RENT ONLY AND DOES NOT INCLUDE ANY OTHER CHARGES OR COSTS PURSUANT TO THE LEASE AGREEMENT.

TENANT:  
Thrive Point Academy of Nevada  
A Nevada nonprofit corporation


By:  Shannon Smith

Name: Shannon Smith

Its: Owner

Date: 03/14/24

LANDLORD:  
Meadows Land, LLC dba Morimoto Plaza  
A Nevada limited liability company

DocuSigned by:  
By:  Bruce Follmer  
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Name: Bruce Follmer

Its: Manager

Date: 3/14/2024 | 6:52 PDT