

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease dated for reference purposes only May 20, 2024, by and between CHEYENNE OWNER, LLC, a Delaware limited liability company, as successor in interest to BKM Cheyenne 104, LLC, a Delaware limited liability company, hereinafter referred to as "Lessor" and City of North Las Vegas, a political subdivision of the State of Nevada hereinafter referred to as "Lessee".

- A. WHEREAS, "Lessor" and "Lessee" entered into a Commercial Multi-Tenant Lease, dated January 19th, 2018, and hereinafter, collectively referred to as the "Lease" and a First Amendment to said Lease, dated May 17th, 2023, "First Amendment to Lease", for certain premises located at 3525 W. Cheyenne Ave. Ste 102, North Las Vegas, Nevada, containing approximately 10,250 square feet of Rentable Area (the "Premises").
- B. WHEREAS, the parties hereto desire to amend the Lease to extend the term and adjust the rent schedule, as set forth herein.

NOW THEREFORE, in consideration of the representations and warranties hereinafter set forth, and for other good and valuable consideration, the parties agree that the Recitals are true and correct and by this reference incorporated herein as if fully set forth, and the parties further covenant and agree as follows:

1. **EXTENSION.** The term of the Lease is hereby extended for a period of Twenty-Four (24) months commencing on January 1, 2025, and shall expire on December 31, 2026 ("Extended Expiration Date"). That portion of the Term commencing the day immediately following the Prior Expiration Date ("Extension Date") and ending on the Extended Expiration Date shall be referred to herein as the "Extended Term".

2. **BASE RENT.** As of the Extension Date, the schedule of Base Rent payable with respect to the Premises during the Extended Term is the following:

January 1, 2025 – December 31, 2025	\$ 14,206.50 per month plus NNN Expenses
January 1, 2026 – December 31, 2026	\$ 14,916.83 per month plus NNN Expenses

3. **AS-IS CONDITION:** Tenant currently occupies said Premises and Tenant accepts the Premises as-is condition.

4. **BROKER:** Tenant and Landlord each warrant that they have deal with no real estate broker in connection with this transaction except for Gabe Telles, Pat Marsh, Sam Newman and Charlie Newman of Colliers International who represents the Landlord "landlord's Brokers". Landlord shall pay a commission to Landlord's Brokers per separate agreement.

5. **OPTION OF FIRST RIGHT OF REFUSAL OF EXPANSION SPACE:** In the event that 3355 W Cheyenne, suite 103 and 3435 W Cheyenne, suite 101, North Las Vegas, Nevada 89032 (totaling +/- square feet) become available during Tenant's extended Term of said Lease, Tenant shall have one time Option of First Right of Refusal to lease said new Premises in leu of its existing Premises. Said Base Rent for the expansion space shall be at the then existing Base Rent per square foot that Tenant is paying for its existing Premises and Tenant shall amend and extend its current Term by not less than 60 months at the new above stated Premises.

6. **MISCELLANEOUS.**

6.1 This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.

6.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

6.3 Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

6.4 Any provision of the Lease providing for the indemnification by one party of the second party, including, without limitation, Tenant's indemnity obligations pursuant to the Lease, shall survive the termination of the Lease with respect to any claims or liability accruing prior to such termination.

6.5 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (1) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC");

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(ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. §5, the International Emergency Economic Powers Act, 50 U.S.C. § 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Term (as the same may be further extended), an event of default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Las Vegas, Nevada on the date indicated herein below.

"LESSOR"

"LESSEE"

Date: Jul 12, 2024

Date: _____

By LESSOR: CHEYENNE OWNER, LLC,
a Delaware limited liability company

By LESSEE: City of North Las Vegas,
a political subdivision of the State of Nevada

By: Rising Realty Partners, LP,
a Delaware limited partnership
Its Manager

By: _____
Name Printed: Pamela Goynes-Brown
Title: Mayor, North Las Vegas

By: Gene Choi

Name Printed: Gene Choi
Title: Asset Manager
Address: Rising Realty Partners
601 W. 5th Street, Suite 215
Los Angeles, CA 90013

ATTEST:
By: _____
Name: Jackie Rodgers
Title: City Clerk

APPROVED AS TO FORM:
By: _____
Name: Andy Moore
Title: Acting City Attorney

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