

NYE COUNTY AGENDA INFORMATION FORM

Action
 Presentation
 Presentation & Action

Department: County Manager		Agenda Date:	
Category: Regular Agenda Item		August 6, 2019	
Contact: Lorina Dellinger		Phone:	Continued from meeting of:
Return to:	Location:	Phone:	
Action requested: (Include what, with whom, when, where, why, how much (\$) and terms) <p>Discussion and deliberation to approve an Assignment of Lease to the Northern Nye County Hospital District, a certain lease dated May 11, 2016 between Nye County, a political subdivision of the state of Nevada and Renown Health, a domestic non-profit corporation for property located at 825 S. Main St., more particularly described as Assessor's Parcel Number 008-261-56 Township 2 North, Range 42 East, Section 1 F# 852136 P. 1A, Tonopah, NV.</p>			
Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures) <p>The Northern Nye County Hospital District (NNCHD) submitted a request to the Board of County Commissioners (BOCC) to consider deeding the Nye Regional Medical Center (NRMC) property to the NNCHD. At the July 16, 2019 regular meeting, the BOCC directed staff to proceed with drafting legal documents to complete this transaction with the following conditions:</p> <ul style="list-style-type: none"> • All liability responsibility will transfer to the NNCHD • All maintenance responsibility will transfer to the NNCHD • All financial operations will transfer to the NNCHD <p>A certain lease agreement dated May 11, 2016 between Nye County and Renown Health will be assigned to the NNCHD and all terms and conditions will apply through the term of the agreement.</p> <p>Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.</p>			
Expenditure Impact by FY(s): (Provide detail on Financial Form) <p style="text-align: right;"><input checked="" type="checkbox"/> No financial impact</p>			

Routing & Approval (Sign & Date)

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Finance	Date
5.	Date	10. County Manager	Date

Place on Agenda

 ITEM # 32

ASSIGNMENT OF LEASE

This Assignment of Lease, hereinafter referred to as "Assignment", is entered into this 6th day of August, 2019, by and between Nye County, a political subdivision of the state of Nevada, hereinafter referred to as "Assignor", and Northern Nye County Hospital District, a political subdivision of the state of Nevada, hereinafter referred to collectively as "Assignee".

By a certain lease dated May 11, 2016, hereinafter referred to as "Lease", Assignor leased to Renown Health as tenant the premises described as follows:

825 S. Main St. situated in the Town of Tonopah, County of Nye, State of Nevada, Assessor's Parcel Number 08-261-56, located in Section 1, Township 2 North, Range 42 East, F#852136 P.1A, hereinafter referred to as "Premises"; and

Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations as Landlord under the Lease.

Therefore, in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

1. Assignor hereby assigns the Lease and all of its right, title and interest thereunder to Assignee. Assignee hereby accepts such assignment. Assignee shall have all of the rights of Assignor under the Lease including, without limitation, any option to renew or extend the Lease.
2. Assignee hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease. Assignee shall perform all the terms, covenants and conditions of the Lease.
3. Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises after the date hereof.
4. Except as specifically modified herein, the Lease will continue in full force and effect.
5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors or assigns.

///

///

///

IN WITNESS WHEREOF, the parties hereto do hereby execute this Assignment of the Lease Agreement on the date herein above first appearing, binding themselves to the full performance of this Assignment of Lease Agreement.

ASSIGNOR

ASSIGNEE

BY:

John Koenig, Chairman
Nye County Board of Commissioners

BY:

Roni Link, Chairwoman
Northern Nye County Hospital
District

DRAFT

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into by and between Nye County, a political subdivision of the state of Nevada, P.O. Box 153, Tonopah, Nevada 89049 ("Landlord"), and Renown Health, a domestic non-profit corporation ("Tenant"), with reference to the following facts:

A. Landlord is the owner of the real property located at: 825 S. Main St. situated in the town of Tonopah, County of Nye, State of Nevada.

B. Landlord desires to Lease to Tenant and Tenant desires to Lease from Landlord the Real Property and related improvements located thereon, hereafter the "Premises", including all equipment housed on the premises.

Based upon the foregoing, and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEMISE AND POSSESSION.

1.1. Lease of Premises. In consideration of the rent and other covenants contained herein, Landlord leases to Tenant, and Tenant rents from Landlord, the Premises.

1.2. Condition of Premises. Tenant covenants, agrees and represents that it is satisfied that Tenant can conduct the business and uses authorized by this Lease on and from the Premises. Tenant agrees to accept the Premises in its "as is" condition without any representation or warranty, express or implied, on the part of Landlord as to the condition or the fitness of the Premises for Tenant's intended uses and purposes.

1.3. Inventory List. Landlord shall complete an inventory list of Landlord's personal property located at 825 S. Main St., Tonopah, Nevada, including but not limited, to all personal property, computers, tablets, furniture, fixtures, supplies, including existing medical supplies, and medical equipment, and all items that shall remain on Landlord's property for the use by Tenant during the term of this Lease Agreement. Tenant shall review the inventory list and sign the Inventory List as agreement that the items listed are located on the Premises. Landlord and Tenant shall both sign the Inventory List prior to the beginning of the term of this Lease Agreement and the Inventory List shall be attached hereto and incorporated by reference as part of this Lease Agreement. On or before the last day of the term of this Lease Agreement or upon termination of this Lease Agreement, Landlord and Tenant shall examine the Premises located at 825 S. Main St., Tonopah, Nevada and determine if all personal property listed on the Inventory List as taken at the beginning of the term of the Lease Agreement is still located on the Premises. Landlord and Tenant shall both sign the Inventory List on or before the last day of the term of this Lease Agreement or upon termination of this Lease Agreement noting any missing or damaged personal property. Tenant shall be responsible for the cost of replacing any missing

personal property and Tenant shall be responsible for the cost of any damage to any personal property.

1.4. **Possession.** Tenant shall be entitled to possession of the Premises on 5, 11, 2016, ("Lease Commencement Date") and Possession is contingent upon the fulfillment of the requirements of section 4.1 of this Lease Agreement unless otherwise agreed upon in a writing, signed by Tenant and Landlord or Landlord's designee.

2. **TERM.** The term of this Lease shall commence on the Lease Commencement Date and shall continue thereafter for a period of five (5) years. Landlord hereby grants Tenant the right and option to extend the Lease for two (2) additional terms of five (5) years each under the same terms and conditions of the Lease, with the mutual consent of the Landlord, which consent shall not be unreasonably withheld. The options must be exercised by written notice by Tenant to Landlord at least one hundred-twenty (120) calendar days prior to the expiration date of initial term or additional term.

3. **RENT.** Tenant shall pay to Landlord as monthly rent, without deduction, set-off, prior notice, or demand, in advance of the first day of each month during the term of this Lease, the sum of One Dollar (\$1.00) per year for use of the Premises. Landlord shall pay for the furnishing of all utilities as set forth in section 12 which may be used in or upon the Premises during the term of this Lease Agreement or any additional term or holdover period.

4. **USE.**

4.1. **Tenant's Uses.** Tenant shall use Premises for the provision of medical services.

4.2. **Compliance With Insurance Policies; Nuisance.** Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the building or any of its contents, or cause cancellation of any of the insurance policies covering said building or any part thereof or any of its contents. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit nor suffer to be committed any waste in or upon the Premises.

5. **MAINTENANCE, REPAIRS, AND ALTERATIONS.**

No improvement or alteration to the Premises will be made without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord represents to Tenant that the Premises, including structural elements of the Premises, water, electrical, sewer, air conditioning and heating comply with all current laws, codes, and ordinances, including the Americans with Disabilities Act and are in reasonable good working and condition. Landlord, at its sole cost and expense, agrees to provide building maintenance and repair for standard operability to all functions of the Premises, including, structural elements of the Premises such as

the foundation, interior and exterior walls and roof and concealed utility systems, and utility systems, including water, electrical, sewer, air conditioning, and heating.

Landlord shall keep the exterior and interior of the Premises in good repair in a condition comparable to other medical office space. Landlord will maintain in a neat and slightly condition the exterior grounds, parking areas, ingress and egress, and shall provide lawn and landscape maintenance, snow removal, ice sanding, trash removal, parking lot maintenance and repair, janitorial services in the Premises, and other requisite services as needed to maintain the aesthetic appearance of the Premises in a matter comparable to other medical office space.

6. **ENTRY AND INSPECTIONS.** Upon reasonable written notice to Tenant, Tenant will permit Landlord or Landlord's designees or agents to enter the Premises at all reasonable times for the purpose of inspecting the Premises, and performing building maintenance. Upon entry, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of any information of Tenant in the Premises, including protected health information as that term is defined under the Health Insurance Portability and Accountability Act of 1996.

7. **LIENS.** Tenant shall not allow or permit any mechanics' liens or other liens to be filed against or placed upon the Premises or any improvements to the Premises; and in the event any such lien is filed because of any act or thing done or performed or permitted to be done or performed by Tenant, then and in that event Tenant agrees to immediately cause the same to be satisfied or discharged and to defend and hold Landlord harmless from such lien. In this connection Tenant covenants and agrees to permit Landlord to post and keep posted notices of non-responsibility in conspicuous places in and upon the Premises prior to the commencement of repairs and alterations upon the Premises by Tenant. Tenant will cause any contract with any contractor, designer or other person providing work, labor or materials to the Premises or to include the following clause: "Contractor agrees on behalf of itself, its subcontractors, suppliers and consultants and their employees, that there is no legal right to file a lien upon County-owned property, and will not file a mechanic's lien or otherwise assert any claim against County's real estate on account of any work done, labor performed or materials furnished under this contract. Contractor agrees to indemnify, defend and hold County harmless from any liens filed upon County's property and will promptly take all necessary legal action to ensure the removal of any such lien at Contractor's sole cost." However, should any lien be placed on the Premises or any improvements thereon, Tenant will cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Tenant or any of its contractors or subcontractors upon Landlord's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, Tenant will bond against or discharge the same within thirty (30) calendar days after written request by Landlord.

8. INSURANCE, EXCULPATION AND INDEMNIFICATION.

8.1. Public Liability and Property Damage Insurance. Tenant at its cost shall obtain and keep in full force and effect during the term of this Lease, policies of comprehensive public liability insurance and property damage insurance insuring Landlord and Tenant against any liability arising out of Tenant's use or occupancy of the Premises and all areas appurtenant thereto. Such insurance shall have a single combined liability limit of One Million Dollars (\$1,000,000.00) and property damage limits of not less than One Hundred Thousand Dollars (\$100,000.00). The limits of the insurance shall not, however, limit the liability of Tenant hereunder. Both Landlord and Tenant shall be named as insureds. The public liability and property damage insurance shall insure performance by Tenant of the indemnification provisions of Section 8.3 below. If Tenant fails to procure the required liability insurance, Landlord may, at Landlord's option, procure and maintain such liability insurance at the expense of Tenant. Tenant may carry said insurance under a blanket policy, provided, however, said insurance shall have a Landlord's protective liability endorsement attached thereto. Tenant shall deliver to Landlord a copy of each policy of insurance required herein or certificates evidencing the existence and amounts of such insurance, with loss payable clauses satisfactory to Landlord. Each policy shall provide that it may not be canceled or the coverage reduced without first giving Landlord thirty (30) calendar days prior written notice. Not more frequently than each year, if, in the opinion of Landlord's insurance broker retained by Landlord, the amount of public liability and property damage insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as required by Landlord's insurance broker. Tenant at its cost shall maintain on all its personal property, Tenant's improvements, and alterations, in, on, or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of their full replacement value. The proceeds from any such policy shall be used by Tenant for the replacement of personal property or the restoration of Tenant's improvements or alterations.

Insurance Maintained by Landlord. Landlord at its cost shall maintain on all its personal property, Tenant's improvements, and alterations, in, on, or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of their full replacement value. The proceeds from any such policy shall be used by Landlord for the replacement of personal property or the restoration of Landlord's improvements or alterations.

8.2. Exculpation Of Landlord. Except for any gross negligent or intentional conduct by Landlord, Landlord shall not be liable to Tenant for any injury or damage that may result to any person or property by or from any cause whatsoever, and without limiting the generality of the foregoing, whether caused by water leakage of any character from the room, walls or other portion of the Premises, or caused by gas, fire, oil, electricity, or caused by the environmental or

other condition or the Premises, or any cause whatsoever in, on, or about the Premises or any part thereof.

8.3. Indemnification. Tenant shall indemnify and hold Landlord harmless from any and all claims arising from Tenant's use and occupancy of the Premises for the conduct of performance of providing medical services, from any activity, work or other thing done, permitted or suffered by the Tenant on the Premises, and Tenant shall further indemnify and hold Landlord harmless against and from any and all claims arising from any breach or default in the performance of any obligation of Tenant under this Lease, or arising from any act or omission of the Tenant or any officer, agent, employee, guest, or invitee of Tenant, which indemnification shall include all costs, attorneys' fees, expenses, and liabilities incurred by Landlord in connection with any such claim or any action or proceeding brought thereon. Notwithstanding the preceding sentence, however, Tenant shall not be required to indemnify, defend or save harmless Landlord from or against any claim, demand, cause of action, lawsuit, judgments, loss, and liability to the extent it results from any gross negligent or intentional conduct of Landlord, Landlord's agents, employees or independent contractors. In the event an action or proceeding is instituted against Landlord for which Tenant is to indemnify and hold Landlord harmless, Tenant shall, upon receiving written notice from Landlord, defend Landlord at Tenant's sole cost and expense by legal counsel approved by Landlord.

8.4. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and the Building and other improvements in which the Premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Premises and the Building and other improvements in which the Premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of thirty (30) calendar days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not voluntarily or involuntarily assign, encumber, or sublease its interest in this Lease, in the Premises, or any portion thereof or interest therein, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Landlord's prior written consent, which consent may be withheld by Landlord in Landlord's sole and absolute discretion, for any reason. Any assignment, subletting, or encumbrance without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default and Landlord may immediately terminate this Lease Agreement. The consent by Landlord to an assignment or encumbrance of this Lease shall not waive the requirement of Landlord's consent to any subsequent assignment or encumbrances of this Lease. Landlord shall have the right to freely assign, transfer, convey or encumber all or any part of Landlord's interest in the Premises, all or any part of Landlord's interest in the Lease, or Landlord's right of reversion.

10. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event the Premises or the Building are damaged by fire or other perils, Landlord shall have no obligation whatsoever to repair, reconstruct or restore the Premises when the damage occurs during the term of this Lease or any extension thereof, nor shall Landlord be required to repair any damage or restore Tenant's improvements, trade fixtures, equipment, or other personal property located on or about the Premises, nor shall Tenant be entitled to any compensation or damages from Landlord resulting from any interference with or loss of use of the Premises or Tenant's property located on or about the Premises.

11. **TAXES AND ASSESSMENTS.**

11.1. **Personal Property Taxes.** Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges ("taxes") that are levied and assessed against Tenant's personal property installed or located in or on the Premises, and that become payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

11.2. **Real Property Taxes.** Landlord shall promptly pay all taxes, commonly called real estate taxes, levied on or assessed against the property, of which the Premises are a part, during the term of this Lease.

12. **UTILITIES.** Landlord agrees to pay all utility, light, water, gas, heat, air conditioning, garbage disposal, sewage disposal, phone, internet connection, janitorial service, and other such bills incurred in connection with the use and maintenance of the Premises, and Landlord agrees to hold Tenant harmless from all liability for these expenses. Tenant agrees to pay for the storage and disposal of hazardous waste, medical waste and biomedical waste.

13. **ABANDONMENT OF PREMISES.** Tenant will not abandon nor vacate the Premises at anytime during the term of this Lease, unless Landlord agrees in writing. If Tenant does abandon or vacate the Premises, or is dispossessed by process of law or otherwise, any personal

property belonging to Tenant left on the Premises will be deemed to be abandoned, at the option of Landlord. If Tenant does abandon or vacate the Premises, or is dispossessed by process of law or otherwise, Landlord shall inspect the Premises and determine damage to or missing Landlord's property as listed on the Inventory List. Tenant shall be responsible for the costs and repairs of all damage to and for all missing property belonging to Landlord.

14. **TRADE FIXTURES AND IMPROVEMENTS.** Any and all improvements made to the Premises during the term will belong to Landlord, except trade fixtures of Tenant. Tenant may, upon termination, remove its trade fixtures, but will pay for all costs necessary to repair any damage to the Premises occasioned by the removal of such trade fixtures.

15. **HAZARDOUS MATERIALS, MEDICAL WASTE AND BIOMEDICAL WASTE.** Tenant shall comply with all federal, State, and local laws regarding use, storage and disposal of hazardous materials, medical waste and biomedical waste. Hazardous materials means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the Premises. Tenant will be responsible for the cost of removal of any toxic contamination, including all costs and expenses related thereto, caused by Tenant's use of the Premises. Tenant shall hold Landlord harmless from, and defend and indemnify Landlord against, any and all claims or liability for any injury or damage to any person or property caused by the presence of hazardous materials or substances, medical waste and biomedical waste in, on or about the Premises which are placed, or allowed to be placed, in, on or about the Premises by Tenant, and for any cost or liability incurred by Landlord in connection with the release, removal or storage of any hazardous substance or material, medical waste and biomedical waste placed, or allowed to be placed, in, on or about the Premises by Tenant. The provisions of this indemnity shall remain in full force and effect and shall not be affected or impaired by any termination of this Lease and shall survive any such termination.

16. **DEFAULT.** In the event Landlord determines that Tenant is in default under any of the provisions hereof, Landlord shall give Tenant written notice thereof, specifying the provision(s) under which the default has been determined to exist, and Tenant shall have twenty (20) calendar days to cure such default to the satisfaction of Landlord. In the event Tenant does not correct any such default within twenty (20) days of receipt of notice, Landlord may terminate said Lease Agreement, and may enter and repossess all of the Premises, with or without process of law.

17. **BANKRUPTCY.** It is agreed that the filing of a petition in bankruptcy by Tenant or any corporation, partnership or other entity in which Tenant holds an ownership interest, or the adjudication that Tenant or any such corporation, partnership or other entity in which Tenant holds an ownership interest is bankrupt in involuntary proceedings, or an assignment for the benefit of creditors by Tenant or any corporation, partnership or other entity in which Tenant holds an ownership interest, or the levy of any execution against the interest of Tenant or any corporation, partnership or other entity in which Tenant holds an ownership interest in this Lease Agreement to enforce any judgment against Tenant or any corporation, partnership or other

entity in which Tenant holds an ownership interest not stayed within thirty (30) calendar days by an appeal bond or similarly appropriate remedy shall constitute grounds for Landlord to terminate this Lease Agreement, and that Tenant shall thereupon forfeit all of Tenant's rights to this Lease Agreement. Under no circumstances shall this Lease Agreement, or any of Tenant's rights hereunder, constitute an asset of the estate of Tenant or any corporation, partnership or other entity in which Tenant holds an ownership interest, in bankruptcy or similar proceedings involving the insolvency of Tenant or such entity.

18. TERMINATION.

18.1. Termination for Cause. If Tenant fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this Lease Agreement, Landlord may immediately terminate all or part of this Lease Agreement upon written notice of intent to terminate without any liability by Landlord to Tenant.

19. SURRENDER OF PREMISES; HOLDING OVER.

19.1. Surrender Of Premises. On expiration or termination of the lease term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations in good condition, excepting ordinary wear and tear occurring after the last necessary maintenance made by Tenant and excepting alterations that Tenant has the right to remove. Tenant shall remove all its personal property before the termination of this Lease. Tenant shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property. Landlord may elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the Lease term as allowed or required by this Lease by giving at least twenty (20) calendar days notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the twenty (20) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's costs for restoring, removing, and disposing of any unapproved alterations or Tenant's personal property. If Tenant fails to surrender the Premises to Landlord on expiration or termination of the lease term, Tenant shall indemnify and hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

19.2. Holding Over. If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the Lease term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be month-to-month tenancy terminable on thirty (30) calendar days notice given at any time by either party. During any such month-to-month tenancy, all provisions of this Lease except those pertaining to term shall apply.

20. **NOTICES.** All notices required or permitted to be given by law or by the terms of this Lease shall be in writing and shall be considered given (a) upon personal service of a copy to the person to be served, or (b) forty-eight (48) hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the parties at the addresses set forth below:

Landlord: Nye County
c/o Pamela Webster
Nye County Manager
2101 E. Calvada Blvd., Suite 200
Pahrump, Nevada 89048

Tenant: Renown Health
General Counsel
50 W Liberty, 11th Floor
Reno, Nevada 89502

Any change in the address of either party shall be given by the party having such change to the other party in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of address. Notices given before actual receipt of the notice of change of address shall not be invalidated by the change.

21. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, this Lease shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

22. **GENDER AND NUMBER CLAUSE.** As used in this Lease, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

23. **GOVERNING LAW, VENUE AND COSTS.** This Lease Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Lease Agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye. The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

24. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

25. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease.

26. **ENTIRE AGREEMENT.** This Lease supersedes any and all other agreements and contains the entire agreement of the parties on the matters covered. No other agreement, statement, or promise made by the parties, or any employee or agent of either party, that is not in writing and signed by both parties shall be binding.

27. **INDEPENDENT CONTRACTOR.** The parties agree that Tenant is an independent Contractor and that the Tenant is not a County employee or agent of the County.

28. **RELATIONSHIP OF PARTIES.** All other provisions in this Lease Agreement to the contrary notwithstanding, it expressly is understood and agreed that nothing herein contained shall be deemed to constitute a partnership or a joint venture between Landlord and Tenant.

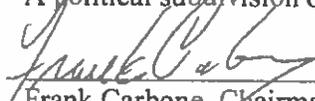
29. **SIMULTANEOUS COUNTERPARTS.** This Lease Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

30. **REVERSION CLAUSE.** If Tenant ceases to use the Premises in accordance with section 4.1, the Lease Agreement and tenancy shall automatically terminate and possession of the Premises shall revert to Landlord without further notice.

LANDLORD:

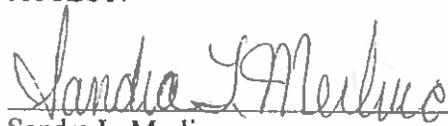
Dated this 3rd day of May, 2016.

County of Nye
A political subdivision of the State of Nevada



Frank Carbone, Chairman
Nye County Board of County Commissioners

ATTEST:



Sandra L. Merlino,
Nye County Clerk and Ex-officio
Clerk of the Board

TENANT:

Dated this 2 day of May, 2016.

Renown Health



Sy Johnson
Renown Health Executive V.P. & Chief Operating
Officer

ITEM NO. DESCRIPTION

- 1 EXAM EQUIP
- 2 EXAMRMEQUIP-SAME
- 3 EXAM TABLES – SAME
- 4 HARD DRIVE & ADAPTER
- 5 MEMORY WRITER
- 6 TERMINALS,BUSS OFFIC
- 7 DRAIN CLEANING MACH
- 8 BATTERY PACK CHARGER
- 9 DAIRYLAND SYS LEASE
- 10 SQUARE D CO TMPR
- 11 TRUVISION ILLUMINATO
- 12 TV
- 13 CHILDBEARING BED
- 14 CLINIC CABINET
- 15 DUPLEX SYS/TANK
- 16 EXAM TABLE & CABINET
- 17 MATRESSESS
- 18 PATIENT LIFT
- 19 PNEUMATIC SUPP EQUIP
- 20 2 ELECTRIC BEDS
- 21 ICE MAKER
- 22 DRYER
- 23 BLOOD WARMER
- 24 COLOSCOPE
- 25 EKG,MARQUETTE
- 26 INCUBATOR/OHMEDA
- 27 MICROLVMP DIAQ SERV
- 28 MNL,SERVICE,SEER,VID
- 29 PACER/DEFIB
- 30 PORTABLE XRY
- 31 PRNT/DVPL PALOLING
- 32 REAM-A-MATIC/SHAFT
- 33 REPAIRED GASTROSCOPE
- 34 SPIROMOTRY SYSTEM
- 35 STML PROG MARDON
- 36 STRESS TEST EQUIP
- 37 SURGITEK UNIT
- 38 TRANSDUCER
- 39 WHIRLPOOL & LIFT
- 40 CENTRAL WORKSTATION
- 41 CHAIR/TABLE

42 CHAIRS
43 CURTAINS
44 CURTAINS,ACUTE
45 LITERATURE RACK
46 LOBBY FURNITURE
47 LOBBY FURNITURE
48 RECLINER
49 STORAGE CABINET
50 2 BEDS
51 CAMERA
52 AIR COND UNIT
53 CHART RECORDER FRIG
54 FREEZER,DIETARY
55 HVAC UPGRADE
56 KITCHEN EQUIP
57 3 DR FRIG,DIETARY
58 DUAL FACE SIGN
59 PAGER
60 2DOOR FRIDGE(KITCHEN)
61 DISH MACHINE
62 ULTRASOUND (IFC)
63 CLOSET (PENNEYS)
64 HYDRAULIC FLOOR LIFT
65 NORDICTRACK TRAINER
66 CAT SCAN MACHINE
67 IV PUMPS (MEDONE)
68 HOT WATER TANK
69 DIMENSION AR RECERT - LEASED FROM G F CAPITAL
70 MILLIPORE - LEASED FROM G E CAPITAL
71 NORTHSTAR IMAGING EQ
72 STRYKER STRETCHERS
73 CARDIAC EXT MONITOR - LEASED FROM AMERICAN LEASING
74 SONY WORK STATION
75 DIGITAL FILM PORC
76 DIGITAL FILM PROC
77 PAYROLL SYSTEM
78 GYM W/LEG PRESS
79 BLOOD ANALYSIS SYSTE
80 MISC MED EQUIP
81 CT AIR
82 PATIENT MODULE
83 PRINTER
84 SOLAR PANELS

- 85 TREADMILL
- 86 TREADMILL - STRESS TEST
- 87 AUDIOMETER
- 88 IV PUMPS (5)
- 89 PHARMACY HOOD
- 90 PIGGO STAT MACHINE
- 91 TETEMETRY EQUIPMENT
- 92 HP PROBOOK
- 93 ACER MONITORS
- 94 BROTHER PRINTER
- 95 FUJITSU SCANNER
- 96 HPALLINONE
- 97 HP COMPAQ
- 98 HPOMIN
- 99 HP PRINTER
- 100 IPAD
- 101 IMAC
- 102 SCOPE
- 103 50% EST AV/NOT RTND