

LEASE SCHEDULE

This Lease Schedule is a part of that certain Lease entered into as of the ___ day of _____, 2016 (the “**Effective Date**”), by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the University of Nevada, Reno (“**Landlord**”), _____ (“**Tenant**”).

1.2 Premises. The Premises referred to in the Lease is the Retail space identified as ___ as more particularly described on Exhibit 1 attached hereto. The Premises consist of approximately ___ Rental Square Feet.

1.3 Term.

Lease Term: Sixty (60) months from the Commencement Date; expiring on _____ Pacific Time.

Commencement Date: Notwithstanding the definition found in the Section 1.3 of the Lease, the “Commencement Date” shall be _____.

Rent Commencement Date: _____.

Options to Extend: Number of Options: One (1).

Length of Option: Sixty (60) months.

1.4 Base Rent. The initial Base Rent shall be equal to XX and XXX Dollars (\$XX.00) per square foot in the rentable area of the Premises. Notwithstanding the CPI adjustment provisions of Section 1.4, during the Lease Term and Option period, the Base Rent shall increase by Three Percent (3%) over the prior year’s Base Rent on each anniversary date of the Rent Commencement Date.

1.5 Security Deposit. Section 1.5 shall be deleted and replaced with the following:

1.5 Due At Lease Signing. Tenant shall pay the following sums to Landlord upon signing of the Lease:

- (a) The first installment of Base Rent as provided in Section 1.4;
- (b) A Security Deposit in the amount of _____ which shall be held by Landlord as described in Section 5;
- (c) The first installment of Tenant’s estimated share of Operating Expenses and Tenant’s estimated share of the Utility Costs incurred by Landlord as provided in Section 4 in the amount of _____.

1.6 Landlord’s Address. Landlord’s address “for payment” shall be deleted and replaced with the following:

For Payment:

Board of Regents of the Nevada System of Higher Education
University of Nevada, Reno
Crowley Student Union (0056)
Reno, NV 89557-0550
Attn: Director of Joe Crowley Student Union
Fax: 775.784.1859

1.7 Address for Notices:

1.8 Tenant Improvements. Section 1.8 is deleted and replaced with the following:

1.8 Improvements.

- (a) **Landlord’s Improvements.** Tenant accepts the Premises in “as is” condition. Notwithstanding the foregoing, Landlord represents that the utility, lighting, and HVAC systems serving the Premises are in good working order.
- (b) **Tenant Improvements.** Tenant, using quality materials in a good and workman like manner, shall make any improvements to the Premises necessary for Tenant’s permitted use (the “Tenant Improvements”) in conformance with all applicable provisions of the Lease and Exhibit B thereto. Tenant acknowledges that the Premises is not separately metered for electrical service and that Tenant shall reimburse Landlord for Tenant’s share of the costs of electrical service as provided in Section 4.1.

1.9 Permitted Use: _____

4.1 Rent. Section 4.1 is deleted and replaced with the following:

Rent “Rent” shall mean and include all of the following (a) Base Rent, (b) Tenant’s share of Landlord’s operating expenses, including common area expenses and marketing fees (collectively “Operating Expenses”), and (c) Tenant’s share of the utility costs associated with the Building, including, electrical utility, water and sewer service, trash and other services (collectively the “Utility Costs”).

Tenant’s share of the Operating Expenses shall be based on a Load Factor of one (1.). Tenant’s share of the Utility Costs shall be based on a Load Factor of one and one-half (1.5.).

Tenant acknowledges that Tenant's share of Operating Expenses and Tenant's share of the Utility Costs shall be reconciled and adjusted annually and are currently billed at One Dollar 00/100 (\$1.00) per square foot per month, the calculation of which is set forth in Exhibit 2 attached hereto.

Tenant shall pay Landlord Rent without any deduction, recoupment, set-off or counter-claim except as otherwise set forth herein and with respect to any final judgments Tenant obtains against Landlord. Tenant shall pay Landlord an annual rent the "Base Rent") pursuant to Section 1.4 as set forth in this Lease Schedule and adjusted as provided in Section 1.4 of the Lease.

4.6.2 Food Court Contribution. Notwithstanding anything to the contrary in the Lease; No Food Court Contribution is payable.

6.1 Permitted Use; Exclusive Uses. Tenant acknowledges that Landlord has entered into an agreement which prohibits Landlord and all tenants in the Building to market soft drinks and other products that compete directly with products marketed by Pepsi. Such agreement requires that all products, cups, and lids be purchased directly from Pepsi Bottling Company. Tenant agrees to be bound by the terms of such agreement and agrees, and upon expiration of such agreement, to be bound by a successor agreement, on terms and conditions which are reasonably acceptable to Landlord to refrain from marketing, selling or using any product which is restricted by such agreement with Pepsi or any other party to whom Landlord contracts ("Successor Contracting Party"). Tenant agrees that, to the extent it breaches any such agreement, the measure of damages for which it is liable shall be those damages incurred by Landlord under its agreement with Pepsi or any Successor Contracting Party proximately caused by Tenant's continued breach after notice and an opportunity to cure, including but not limited to (i) applicable liquidated damages, (ii) lost price breaks, rebates, or other pricing benefits, (iii) promotional fees which became refundable or are charged back to Landlord; and (iv) any other amount payable by Landlord to any party as a result of such breach whether under the agreement with Pepsi or a Successor Contracting Party, or otherwise.

Tenant shall have the right to be the sole tenant in the Building to sell frozen yogurt and toppings as its primary business. For purposes of this provision, a tenant in the Building shall not be deemed to have the sale of xxx as its primary business unless gross sales of xxx exceed ten percent (10%) of such tenant's total sales, computed on an annual basis.

Tenant acknowledges that Landlord has given exclusive rights to other tenants in the Building with respect to products other than yogurt as described in the Exclusives List attached hereto as Exhibit 3 and that Tenant shall not engage in the sale of any product covered by any such exclusive rights, to the extent the sale of any such product exceeds the amounts permitted thereunder.

10.1.3 Business Automobile Liability Insurance. Section 10.1.3 is deleted and replaced with the following.

Business Automobile Liability Insurance. The minimum limit required is \$1,000,000 combined single limit per occurrence for bodily injury and property damages. Coverage shall include Tenant owned (if applicable) non-owned, and hired vehicles. Coverage shall be written on ISC form CA 00 01 or a substitute providing equal or broader coverage.

10.2.4 Policy Cancellation Endorsement. Section 10.2.4 is deleted and replaced with the following.

Policy Cancellation. Tenant shall not suspend, void, or cancel any of the insurance required in this Lease except after thirty (30) days prior written notice has been given to Landlord. When cancellation is made by Tenant's insurer for any reason, including for non-payment of premium, Tenant shall provide Landlord written notice of such cancellation at least ten (10) days prior to the lapse of coverage. Failure of Tenant to maintain the insurance policies required by this Lease or to provide evidence of such insurance shall be a material breach of the Lease.

10.3 Approved Insurer and Notice of Insurance. Section 10.3 is deleted and replaced with the following:

Approved Insurer and Notice of Insurance. All insurance provided for in this Article shall be effected under valid and enforceable policies issued by insurance companies rated not lower than "A" and in the Class IX Financial Size category in Best's Insurance Reports (current edition) and authorized to do business in the State of Nevada. Such policies shall be endorsed to indicate that Tenant's coverage shall not be invalid due to any act or omission by Landlord. Tenant shall deliver to Landlord, within 30 days after execution of this Lease, or prior to entering the Premises for any purpose, whichever is first to occur, certificates (in the form of Acord 25 Certification of Insurance or a form substantially similar) evidencing the insurance coverage required herein and confirming that the premiums therefor have been paid in full. If Tenant fails to obtain the insurance required herein and deliver said certificates to Landlord as provided above, Landlord shall be entitled, but without obligation, to obtain said policies at Tenant's expense. All coverages for Tenant's assignees and subtenants shall be subject to the requirements stated herein.

10.7 Modification or Variation. The following is hereby added to the Lease as Section 10.7:

Modification or Variation. Any modification or variation from the insurance requirements in this Lease must be approved by the Risk Manager for the Nevada System of Higher Education. Such modification or variation shall not require a formal lease amendment, but may be approved by administrative action.

24.20. Guaranty of Lease. xxx shall serve as Guarantor of the Lease and shall execute the Guaranty Agreement attached as Exhibit D to the Lease.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Lease Schedule as of the Effective Date set forth above.

LANDLORD:

BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF
NEVADA, RENO

By: _____

Name: _____

Title: _____

Date: _____

Recommend by:

Marc Johnson, President
University of Nevada, Reno

Date: _____

TENANT:

By: _____

Name: _____

Title: _____