

1 WHEREAS, the Agency has considered the findings that no other reasonable means of financing the
2 construction of the improvements on the Site are available.

3 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the
4 TOPA is hereby approved and determined to be in compliance with and in furtherance of the goals and
5 objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the
6 Agency is hereby authorized and directed to execute the TOPA for and on behalf of the Agency, and each of
7 the Chairperson of the Governing Board of the Agency and the Executive Director of the Agency is hereby
8 authorized to execute any and all additional documents (including any Attachments thereto) and to perform
9 any additional acts necessary to carry out the intent and purpose of the TOPA.

10 THE FOREGOING RESOLUTION was passed, adopted and approved this ____ day of
11 _____, 2026.

12 CITY OF LAS VEGAS
13 REDEVELOPMENT AGENCY

14 BY _____
15 SHELLEY BERKLEY, Mayor

16 ATTEST:

17 _____
18 DR. LUANN D. HOLMES, MMC, City Clerk
19 SECRETARY

20 APPROVED AS TO FORM

21 *Sandra D. Turner*
22 _____
23 Counsel to Agency

24 *5-28-26*
25 _____
26 Date

27 **Sandra D. Turner**
28 **Deputy City Attorney**

29 Resolution No. RA-____-2026
30 RDA TENANT OWNER
31 PARTICIPATION AGREEMENT

32 RDA Item # _____ CC Item # _____

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EXHIBIT A
TENANT OWNER PARTICIPATION AGREEMENT

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TENANT OWNER PARTICIPATION AGREEMENT**

THIS TENANT OWNER PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2026, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency"), and RMCC CANCER CENTER, LLC, a Delaware limited liability company (hereinafter referred to as the "Tenant Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into existing commercial and residential structures in the Agency redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of a portion of that certain real property described in Attachment "1", attached and incorporated herein by reference (the "Site") included within the boundaries of the Redevelopment Area; and

WHEREAS, the development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements; and

WHEREAS, Tenant Owner is the tenant of the Site, which is known as Comprehensive Cancer Center; and

WHEREAS, Tenant Owner has agreed to construct the Project Improvements (defined below); and

WHEREAS, subject to satisfaction of the terms of this Agreement, the Agency shall reimburse the Owner for any pre-approved qualified exterior improvements ("Project Improvements"), which the Agency has determined are significant in character, up to a maximum of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) (the "Agency Funds"); and

WHEREAS, the Tenant Owner desires that the Agency participate in the cost of the Project Improvements pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Tenant Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for the construction of Project Improvements at the Site ("Project"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities.

The Tenant Owner is RMCC CANCER CENTER, LLC, a Delaware limited liability company, whose address is 100 N. City Parkway, Suite 160, Las Vegas, Nevada 89106. Wherever the term "Tenant Owner" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of the Tenant Owner and its managing members or members, as applicable, are of particular concern to the City and Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with the Tenant Owner. No voluntary or involuntary successor in interest of Tenant Owner shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in Tenant Owner or its managing members or members, as applicable, prior to the completion of the development of the Project Improvements.

The Tenant Owner shall not assign all or any part of this Agreement without the prior written approval of Agency, which approval may be withheld by Agency at Agency's sole discretion.

The Tenant Owner hereby represents and warrants to Agency that the Tenant Owner has an executed lease for the Site, which provides Tenant Owner with the necessary ability for the construction and operation of the Project Improvements. Proof of such lease is attached hereto as Attachment "2" (the "Lease").

Tenant Owner hereby represents and warrants to Agency that Owner has obtained all financing and other resources necessary to pay for all costs of the construction and full completion of the Project and Project Improvements.

SECTION 3: IMPROVEMENTS TO THE PROJECT AND PROJECT BUDGET.

Tenant Owner shall complete the Project Improvements according to the Scope of Work and Tentative Schedule of Project Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. As part of the Project, Tenant Owner agrees to install those improvements set forth and described on Attachment "4" in strict conformance with Attachment "4". The Scope of Work and Tentative Schedule of Project Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Tenant Owner agrees to commence, or cause the commencement of the Project Improvements, pursuant to the plans and other documents submitted by Tenant Owner and approved by Agency. Commencement of Project Improvements is defined as paying for permits. The Project Improvements shall be completed by December 31, 2026 (the "Completion Date"). Tenant Owner may request in writing, one ninety (90) day extension of time which may be given for completion of the Project Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Project Improvements also shall be referred to as the "Project" hereinafter. The Agency during construction of the Project Improvements shall maintain a right of access to the Project in order to determine the status of the construction of the Project Improvements and compliance with this Agreement, provided that the Agency gives the Tenant Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site ((except in the event of an emergency, in which case no advance notice shall be required). Tenant Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Tenant Owner's strict agreement to commence and complete the Project

Improvements by the required dates and any failure of Tenant Owner to commence and complete the Project Improvements by the required dates will be a material default of Tenant Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

Tenant Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Project Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Project Improvements, (iii) except for the payment of any Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Project Improvements, and (iv) Tenant Owner hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Project Improvements.

Tenant Owner shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Agency and the City, and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses, expenses and/or costs (including reasonable attorneys' fees and court costs) incurred by Agency or the City which may arise out of or in any manner be connected with the subject matter of this Agreement, including, without limitation, the construction of the Project Improvements, regardless of the presence or absence of negligence on the part of Tenant Owner or other third party.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the cost of the Project Improvements exceeds Ten Thousand and 00/100 Dollars (\$10,000.00), then the Tenant Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If Tenant Owner is unable to obtain three (3) or more competitive bids, Tenant Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Subject to Tenant Owner fulfilling the conditions precedent to receiving reimbursement below and complying with this Agreement, Agency agrees to reimburse Tenant Owner for the cost of the Project Improvements not to exceed Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) toward the costs of the Project Improvements (the "PI Reimbursement"). In order for Tenant Owner to qualify for the PI Reimbursement, the following conditions must be met ("Conditions"):

- (i) The Project must be completed in conformance with Attachment "5";
- (ii) All of the Project Improvements must be completed in conformance with Attachment "5" as established by photographs in formats approved by Agency;
- (iii) Agency has completed an inspection and review of the Site and determined that all the Project Improvements have been fully completed pursuant to the plans and other documents submitted by Tenant Owner and approved by Agency in accordance with this Agreement and are fully operational. Tenant Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Site. Tenant Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.
- (iv) A certificate of occupancy must be issued by the City of Las Vegas permitting occupancy and use of the Project for its intended use;
- (v) The issuance of a City of Las Vegas business license for Tenant Owner at the location of the Project; and

(vi) Tenant Owner has submitted to Agency proof in the form of materials and other information required by Agency that the cost of construction of the Project and the Project Improvements has been paid in full and that there are no outstanding mechanics liens or claims related to the Project and the Project Improvements. Such proof shall include, but not be limited to, the following: invoices and/or receipts, dated, marked paid and cancelled checks and/or credit card statements showing payment.

Upon the fulfillment of the conditions set forth in this Section 5, Agency shall pay the PI Reimbursement to Tenant Owner within forty-five (45) days. Disbursement of the PI Reimbursement shall be made to as directed in writing by Tenant Owner upon completion of all of the Conditions for the benefit of Agency:

Tenant Owner agrees that in the event all of the Conditions are not fulfilled by the Completion Date, as the same may be extended as provided herein, Agency shall have the right to terminate this Agreement upon written notice to Tenant Owner. Upon such termination this Agreement shall be null and void and Agency shall thereafter have no obligation to make the PI Reimbursement to Tenant Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Tenant Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, the Fire Code of the City of Las Vegas, and all other applicable laws, rules and/or regulations.

SECTION 7: PROHIBITION AGAINST TRANSFER OF SITE, THE BUILDINGS OR STRUCTURES THEREON AND ASSIGNMENT OF AGREEMENT

The Tenant Owner shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion with respect to the Site and the payment of the PI Reimbursement to Tenant Owner. This prohibition shall not be deemed to prevent (i) the granting of easements or permits to facilitate the development of the Site or (ii) the granting of a mortgage to finance the construction of the Project Improvements. In the absence of specific written agreement by Agency, no such transfer, assignment or approval by Agency shall be deemed to relieve the Tenant Owner or any other party from any obligations under this Agreement.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Tenant Owner from undertaking any other work in or about the subject premises which is unrelated to Scope of Work provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the TOPA Program Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

Tenant Owner has declared that no other reasonable means of financing are available to undertake the Project Improvements because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, Tenant Owner could not undertake the Project Improvements contemplated in the Agreement through resources reasonably available to Tenant Owner pursuant to the Participant Affidavit and Employment Plan, which shall be delivered by Tenant Owner and Agency no later than thirty (30) days after execution of this Agreement and attached hereto by Agency as Attachment "7" and by this reference made a part hereof. Tenant Owner's delivery of the Participant Affidavit and Employment Plan as provided herein shall be a condition precedent to the effectiveness of this Agreement.

Tenant Owner shall also declare and provide the Agency with an Employment Plan pursuant to the Participation Affidavit and Employment Plan referenced above. Tenant Owner, for Tenant Owner and its successors and assigns, represents that in the construction of the Project Improvements, Tenant Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested. Tenant Owner warrants to Agency that if Tenant Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Tenant Owner in the event of any default or breach by the Agency or for any amount which may become due to the Tenant Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Tenant Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Tenant Owner or any principal member of Tenant Owner. Until such time as the Agency Funds are disbursed, Tenant Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES; JURISDICTION.

- (a) The following shall constitute a "Tenant Owner Event of Default":
 - (i) Tenant Owner transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, in violation of the provisions of Section 7 or Section 2;
 - (ii) Tenant Owner fails to proceed with, abandons or substantially suspends the construction of the Project Improvements required by this Agreement;
 - (iii) any of the representations and warranties of Tenant Owner are untrue in any material respect;

- (iv) Tenant Owner fails to perform any other material obligation imposed under the provisions of this Agreement; or
- (v) the filing of a petition or the institution of proceedings of, by, or against Tenant Owner pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Tenant Owner's making a general assignment for the benefit of its creditors or the entering by Tenant Owner into any compromise or arrangement with its creditors generally; or Tenant Owner's becoming insolvent in the sense that Tenant Owner is unable to pay its debts as they mature or in the sense that Tenant Owner's debts exceed the fair market value of Tenant Owner's assets.

In the event of a Tenant Owner Event of Default, Agency shall have, in addition to all other rights and remedies available to Agency, the right to terminate, and this Agreement shall so terminate, on the date that the written notice of termination is received by the Tenant Owner or such other date as may be specified in the written notice. If the PI Reimbursement has not been disbursed to the Tenant Owner, Agency shall be relieved of the obligation to disburse the PI Reimbursement to Tenant Owner.

(b) Any legal actions related to this Agreement must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach.

SECTION 12: ENFORCED DELAY. Any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine, freight embargoes, lack of transportation, governmental restrictions or priority (not in the ordinary course), litigation, including delays beyond the reasonable control of Agency, unusually severe weather, inability to secure necessary labor, materials or tools; reasonable delays of any contractor, subcontractor or supplier, acts of another party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency) or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Executive Director designates in writing.

SECTION 14: TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) the Completion Date, as the same may be extended pursuant to the terms of this Agreement.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2026 by the Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

AGENCY:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,

By: _____
SHELLEY BERKLEY, CHAIR

TENANT OWNER:

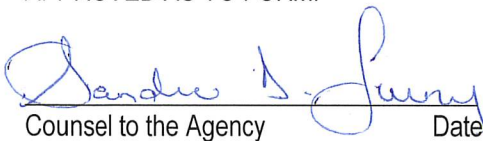
RMCC CANCER CENTER, LLC,

By: _____
Name: _____
Title: _____

ATTEST:

DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

 5-28-26
Counsel to the Agency Date

RDA TOPA Agreement

Sandra D. Turner
Deputy City Attorney

RDA/CC MTG _____ 2026
RDA Item # _____ CC Item# _____

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF SITE
ATTACHMENT " 2 "	PROOF OF LEASE
ATTACHMENT " 3 "	INTENTIONALLY OMITTED
ATTACHMENT " 4 "	INTENTIONALLY OMITTED
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF PROJECT IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS – TENANT OWNER
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"
LEGAL DESCRIPTION OF THE SITE

(2 pages)

APN 139-27-741-001
100 N. City Parkway, Suite 160, Las Vegas, Nevada

Parcel One (1):

Being a portion of Lot 4 of "Parkway Center" (A Commercial Subdivision) in the City of Las Vegas, County of Clark, State of Nevada as per map recorded in Book 53, Page 61 of Plats in the Office of the County Recorder of said County, situated in the Southwest Quarter (SW ¼) of Section 27, Township 20 South, Range 61 East, M.D.M., more particularly described as follows:

BEGINNING at the southeast corner of said Lot 4, said point being on the northerly right-of-way line of Grand Central Parkway, being a 100.00 foot wide public roadway as dedicated per said Book 53, Page 61 of Plats;

Thence along said line the following two (2) courses:

North 62°04'10" West, 68.77 feet to a point of curvature;

Thence westerly, along the arc of a curve to the left, concave southerly, having a radius of 450.00 feet, through a central angle of 18°33'31", an arc distance of 145.76 feet to a line being 212.00 feet westerly and parallel with measured at right angles from the easterly line of said Lot 4, a radial line to said point bears, North 09°22'19" East;

Thence along said parallel line, North 27°55'16" East, 298.59 feet;

Thence North 72°55'16" East, 41.44 feet;

Thence South 62°04'44" East, 182.70 feet to a point on the easterly line of said Lot 4, said point being North 27°55'16" East, 304.52 feet from the southeast corner of said Lot 4;

Thence along said easterly line, South 27°55'16" West, 304.52 feet to the POINT OF BEGINNING.

Said Parcel also shown as Phase 1A on that certain Record of Survey on file in File 133 of Surveys, Page 92 in the Office of the County Recorder, Clark County, Nevada.

(Continued on following page)

Parcel Two (2):

Being a portion of Lot 4 of "Parkway Center" (A Commercial Subdivision) in the City of Las Vegas, County of Clark, State of Nevada as per map recorded in Book 53, Page 61 of Plats in the Office of the County Recorder of said County, situated in the Southwest Quarter (SW ¼) of Section 27, Township 20 South, Range 61 East, M.D.M., more particularly described as follows:

COMMENCING at the southeast corner of said Lot 4, said point being on the northerly right-of-way line of Grand Central Parkway, being a 100.00 foot wide public roadway as dedicated per said Book 53, Page 61 of Plats;

Thence along said line the following two (2) courses:

North 62°04'10" West, 68.77 feet to a point of curvature;

Thence westerly, along the arc of a curve to the left, concave southerly, having a radius of 450.00 feet, through a central angle of 18°33'26", an arc distance of 145.75 feet to the **POINT OF BEGINNING**, a radial line to said point bears, North 09°22'19" East;

Thence continuing along said line, westerly, along the arc of a curve to the left, concave southerly, having a radius of 450.00 feet, through a central angle of 05°44'49", an arc distance of 45.14 feet to a line being 254.00 feet westerly and parallel with measured at right angles from the easterly line of said Lot 4, a radial line to said point bears, North 03°37'30" East;

Thence along said parallel line, North 27°55'16" East, 354.81 feet to the southerly line of that certain Final Order of Condemnation recorded in Book 991103, Instrument Number 00619 of Official Records;

Thence along said line the following two (2) courses:

North 74°47'09" East, 35.63 feet;

Thence North 79°03'43" East, 292.80 feet to the easterly line of said Lot 4;

Thence along said line, South 27°55'16" West, 218.51 feet;

Thence departing said line, North 62°04'44" West, 182.70 feet;

Thence South 72°55'16" West, 41.44 feet to a line being 212.00 feet westerly and parallel with measured at right angles from the easterly line of said Lot 4;

Thence along said parallel line, South 27°55'16" West, 298.59 feet to the **POINT OF BEGINNING**.

Said Parcel also shown as Phase 1B on that certain Record of Survey on file in File 133 of Surveys, Page 92 in the Office of the County Recorder, Clark County, Nevada.

ATTACHMENT "2"

PROOF OF LEASE

A copy of the Lease between Parkway Center LLC, as landlord, and Tenant Owner, as tenant, dated as of February, 2025, for the Site is on file in the Agency's offices at 495 S. Main Street, 6th Floor, Las Vegas, Nevada 89101.

ATTACHMENT "3"
INTENTIONALLY OMITTED

ATTACHMENT "4"
INTENTIONALLY OMITTED

ATTACHMENT "5"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF PROJECT IMPROVEMENTS

Tenant Owner improvement project converting a former 24-Hour fitness facility into a fully integrated, approximately 15,000 square foot medical oncology suite. The buildout supports comprehensive cancer care services, including radiation therapy, imaging, laboratory, pharmacy, infusion, and clinical/exam spaces. The Agency will reimburse qualified improvements up to the maximum amount approved in this agreement of \$95,000.00.

Eligible Improvements:

<u>Description of Work</u>	<u>Budget Amount</u>
Tenant Improvements	\$5,000,000.00
Radiation Equipment	\$1,900,000.00
FF&E	\$843,000.00
Miscellaneous	\$1,096,256.00
GRAND TOTAL	\$8,839,256.00

ATTACHMENT "6"
DISCLOSURE OF PRINCIPALS – TENANT OWNER
(See attached 20 pages)

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name	RMCC Cancer Center, LLC
Address	c/o McKesson, 6555 N. State Hwy 161
	Irving, TX 75039
Telephone	
EIN or DUNS	84-1214712

Block 2	Description
	Outpatient oncology services, and related medical services (RMCC is a wholly owned subsidiary of McKesson Corporation.)

Block 3	Type of Business
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Trust	<input type="checkbox"/> Other:

CERTIFICATE -- DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 Disclosure of Ownership and Principals
 In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Block 5		
2.			
3.			
4.			
5.			
6.			
7.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

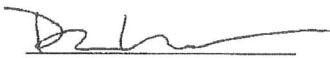
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document:
McKesson Corporation Form 10-K


Date of Attached Document: April 27, 2026 Number of Pages: 1-See attached

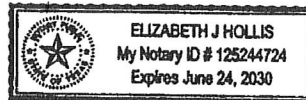
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name 

Date 4/30/26

Subscribed and sworn to before me this 30 day of

April, 2026

 Notary Public



DISCLOSURE OF OWNERSHIP AND PRINCIPALS

(City of Las Vegas – Block 5 Alternate Disclosure)

RMCC Cancer Center, LLC ("RMCC") is a limited liability company and is a wholly owned subsidiary of McKesson Corporation, a Delaware corporation that is publicly traded on the New York Stock Exchange.

Pursuant to Block 5 (Disclosure of Ownership and Principals – Alternate) of the City of Las Vegas Certificate – Disclosure of Ownership/Principals, disclosure of ownership interests and principals is made through disclosures required under federal law and filed with the United States Securities and Exchange Commission, in lieu of providing the information otherwise required by Block 4 of the Certificate.

Specifically, McKesson Corporation's ownership and principal information is disclosed in its Annual Report on Form 10-K, which identifies McKesson Corporation's directors, executive officers, and related ownership information in accordance with applicable federal securities laws.

The most recent Form 10-K filed by McKesson Corporation covers the fiscal year ended March 31, 2025, and is publicly available through the Securities and Exchange Commission's EDGAR database at the following link:

<https://www.sec.gov/Archives/edgar/data/927653/000092765325000036/mck-20250331.htm>


The referenced Form 10-K is incorporated herein by reference solely for purposes of satisfying the ownership and principal disclosure requirements applicable to RMCC Cancer Center, LLC under the Certificate. No additional ownership or principal disclosure is required to be provided by RMCC beyond the referenced federal disclosure.

ITEM 1

Election of Directors



There are 12 director nominees for election to the Board. The directors elected at the Annual Meeting will hold office until the 2026 Annual Meeting of Shareholders and until their successors have been elected and qualified, or until their earlier resignation, removal or death.

Richard H. Carmona, M.D., who has reached the retirement age under our Corporate Governance Guidelines, is not being renominated to the McKesson Board and his term will end effective at the Annual Meeting. The Governance and Sustainability Committee has recommended, and the Board has approved, the re-election of the twelve director nominees listed in Item 1 for the Annual Meeting. Each director nominee has informed the Board that he or she is willing to serve as a director. If any director nominee should decline or become unable or unavailable to serve as a director for any reason, your proxy authorizes the individuals named in the proxy to vote for a replacement nominee, or the Board may reduce its size.

 Your Board recommends a vote **FOR** each director nominee.

Director Skills, Experiences and Qualifications

The skills matrix below identifies our twelve director nominees' prominent experiences and qualifications to effectively serve on our Board. Our director nominees bring unique backgrounds and ranges of expertise, knowledge and experience, which we believe provide an appropriate mix of qualifications necessary for our Board to effectively fulfill its oversight responsibilities. By its nature, the information contained in this summary is not intended to be exhaustive but aims to convey the general breadth of experience and qualifications that our director nominees bring to their work on the Board to oversee strategy, performance, culture and risk at McKesson.

	Caruso	Doughle	Dunbar	Dunstire	Gerberding	Hinton	Knauss	Lerman	Martinez	Ozan	Tyler	Wilson-Thompson	
Strategic Skills 	Business Transformation / M&A Business transformation and M&A experience helps provide oversight of McKesson's strategic planning decisions, including significant transactions	•	•	•	•	•	•	•	•	•	•	•	
	Healthcare Industry Experience Relevant industry experience ensures knowledge of the unique challenges faced by our business, including our regulatory environment, customer base and competitive landscape	•		•	•	•	•		•		•	•	
	Distribution / Supply Chain Experience Supply chain and distribution experience ensures thorough understanding of a key business model and aids in oversight of our operations	•		•		•		•	•	•		•	
	Sustainability and Human Capital Management Experience with sustainability priorities is important to our Board as we strive to improve care in every setting and attract and retain top talent		•	•	•	•	•	•	•			•	•
	Senior Executive Leadership Experience in a leadership role (CEO, CFO or other executive position) provides expertise in shaping strategy and overseeing the performance of our management team	•	•	•	•	•	•	•	•	•	•	•	•
Core Competencies 	Other Public Company Board Service Experience as a public company director provides knowledge of corporate governance and understanding of board accountability and oversight	•	•	•	•	•	•		•	•	•	•	
	Financial / Accounting Experience in the preparation and review of financial statements and internal control over financial reporting provides background in advising and overseeing capital structure and accurate reporting	•	•	•	•		•	•		•	•	•	
	Risk Management and Compliance Compliance expertise or experience in the identification, assessment and mitigation of enterprise risks facing our company helps to assess and provide oversight of potential threats	•	•		•	•	•	•		•	•	•	
	Cybersecurity / AI / Technology Experience with technology helps us accelerate our strategic growth initiatives and oversee cybersecurity, AI and technology-related risks	•	•	•			•		•	•		•	
	Global / International Experience International experience is important for our Board as we maintain a global presence through our supply chain	•		•	•			•	•	•	•	•	•
	Marketing / Public Relations / Communications These skills provide the ability to oversee our communications and work with management on effective disclosures	•						•		•			

Director Nominees

The following section provides a brief description of each of the twelve director nominees, including their age, principal occupation, position and business experience, including other public company directorships for at least the past five years. Each director nominee's biographical information includes a description of the nominee's experience, qualifications, attributes or skills that qualify the nominee to serve on the Company's Board at this time.



Dominic J. Caruso

Retired Executive Vice President and Chief Financial Officer, Johnson & Johnson

Age: 67	Committees:	Director Qualification Highlights:
Director since: 2018	Audit (Chair) Compliance	Financial Expertise Risk Management and Controls

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Mr. Caruso retired as executive vice president and chief financial officer of Johnson & Johnson, a manufacturer of medical devices and pharmaceutical products, in August 2018, having served in the role since 2007.
- He led the company's financial and investor relations activities, as well as the procurement organization.
- Mr. Caruso joined Johnson & Johnson in October 1999 as chief financial officer for Centocor, Inc., upon the completion of the merger of Centocor and Johnson & Johnson.
- Prior to joining Centocor, he had varied industry experiences with KPMG.
- Mr. Caruso was actively involved in government relations activities globally, including having served as co-chair of the U.S. Chamber of Commerce Global Initiative on Health and the Economy.

- He currently serves on the Board of Trustees of the Cystic Fibrosis Foundation.

SKILLS AND QUALIFICATIONS

Mr. Caruso brings to the Board financial expertise and leadership, as well as a deep familiarity with investors' perspectives, having previously served as an executive officer of a publicly traded healthcare company. With a focus on healthcare compliance throughout his career at Johnson & Johnson, Centocor, Inc. and KPMG, Mr. Caruso also brings experience in financial and compliance risk oversight.

OTHER PUBLIC COMPANY BOARDS

Current: Kyndryl Holdings, Inc.

Past Five Years: None



Lynne M. Doughtie

Retired Chair and Chief Executive Officer, KPMG U.S.

Age: 62	Committees:	Director Qualification Highlights:
Director since: 2025	Audit Finance	Financial Expertise Risk Management and Controls

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Ms. Doughtie is the former chair and chief executive officer of KPMG U.S., one of the largest professional services firms. She held this role from 2015 to 2020, becoming the first woman to serve as both chair and CEO in the firm's history. She also was a member of KPMG's Global Board and Executive Committee.
- Ms. Doughtie led KPMG's advisory business in the U.S. after joining KPMG's audit practice in 1985 and serving in a number of national, regional and global leadership roles. Including as lead engagement partner.
- Ms. Doughtie earned a B.S. in accounting from Virginia Polytechnic Institute and State University (Virginia Tech) Pamplin College of Business in 1985, as well as her certification as a public accountant.

SKILLS AND QUALIFICATIONS

Ms. Doughtie brings to the Board executive leadership and accounting and finance expertise as the former chair and chief executive officer of KPMG U.S. Ms. Doughtie spent over 30 years at KPMG, during which she gained depth of experience across various industries, including technology, healthcare and financial services, bringing to McKesson operational and strategic insights.

OTHER PUBLIC COMPANY BOARDS

Current: The Boeing Company, Workday, Inc.

Past Five Years: None



Business Transformation / M&A	Distribution / Supply Chain Experience	Senior Executive Leadership	Marketing / Public Relations / Communications	Global / International Experience	Cybersecurity / Technology
Financial / Accounting	Healthcare Industry Experience	Sustainability and Human Capital Management	Risk Management and Compliance	Other Public Company Board Service	



W. Roy Dunbar

Retired Chief Executive Officer and Chairman, Network Solutions, LLC

Age: 64	Committees:	Director Qualification Highlights:
Director since: 2022	Compliance Governance and Sustainability	Technology Sustainability and Human Capital Management

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Mr. Dunbar most recently served as chief executive officer and chairman at Network Solutions, LLC, an IT service management company, from 2009 to 2010.
- From 2004 to 2008, he served as president of global technology and operations for MasterCard where he was responsible for its global payments platform and operations.
- Prior to that, he spent over a decade at Eli Lilly and Company where he served as president for the intercontinental region, vice president of information technology and chief information officer.
- Mr. Dunbar graduated from Manchester University in the United Kingdom with a pharmacy degree and a masters degree in business administration from Manchester Business School.

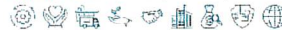
SKILLS AND QUALIFICATIONS

Mr. Dunbar brings to the Board experience in technology, operations and healthcare, as well as data governance and cybersecurity. He also brings additional experience in sustainability matters to help guide McKesson's focus on business impact initiatives. Mr. Dunbar has served in various executive capacities where he was accountable for international operations.

OTHER PUBLIC COMPANY BOARDS

Current: Duke Energy Corp., Johnson Controls International plc, SiteOne Landscape Supply, Inc.

Past Five Years: Humana Inc. (2005 - 2020)



Deborah Dunsire, M.D.

Retired President and Chief Executive Officer, H. Lundbeck A/S

Age: 63	Committees:	Director Qualification Highlights:
Director since: 2024	Audit Finance	Healthcare Industry Business Transformation

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Dr. Dunsire served as President and CEO of H. Lundbeck A/S, a biopharmaceutical company specializing in developing and delivering transformative therapies for brain diseases, from 2018 to 2023.
- From 2017 to 2018, she served as President and CEO of XTuit Pharmaceuticals, a biopharmaceutical company focused on cancer treatments.
- Prior to her employment with XTuit Pharmaceuticals, Dr. Dunsire held various executive leadership roles at FORUM Pharmaceuticals, Millennium, The Takeda Oncology Company and Millennium Pharmaceuticals.
- Dr. Dunsire started her career as a primary care physician in Johannesburg, South Africa and received her medical degree from the University of Witwatersrand in Johannesburg, South Africa.

SKILLS AND QUALIFICATIONS

Dr. Dunsire brings to the Board deep healthcare and clinical experience, including leadership of large, complex biopharmaceutical companies, as well as experience in healthcare operations and clinical research. She also brings a unique perspective with her clinical background and expertise in the pharmaceutical and oncology areas, which align with McKesson's strategic growth priorities.

OTHER PUBLIC COMPANY BOARDS

Current: Ultragenyx Pharmaceutical Inc.
Past Five Years: Alexion Pharmaceuticals Inc. (2018 – 2021), Syros Pharmaceuticals, Inc. (2021 – 2024)



Item 1. Election of Directors



Julie L. Gerberding, M.D., M.P.H.

Chief Executive Officer, Foundation for the National Institutes of Health

Age: 69	Committees:	Director Qualification Highlights:
Director since: 2025	Compensation and Talent Compliance	Federal Health Policy and Healthcare Risk Management

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Dr. Gerberding currently serves as the chief executive officer of the Foundation for the National Institutes of Health (FNHI), which convenes public and private partnerships between the National Institutes of Health, academia, life science companies and patient advocacy groups.
- Previously, Dr. Gerberding served as the executive vice president and chief patient officer at Merck & Co. from 2014 to 2022, overseeing patient engagement, strategic communications, global public policy and population health. She joined Merck in 2010 as the president of vaccines and was instrumental in expanding global access to the company's vaccines.
- Dr. Gerberding served as the director of the Centers for Disease Control from 2002 to 2009.
- Dr. Gerberding serves on the board of directors of the National Health Council and the Mayo Clinic, and she is on the board of trustees for Case Western Reserve University, where she serves on the Research and Tech Transfer Committee.
- Dr. Gerberding received her undergraduate and medical degrees from Case Western Reserve University and a Masters of Public Health at the University of California, Berkeley.

SKILLS AND QUALIFICATIONS

Dr. Gerberding brings extensive executive experience in the healthcare industry and federal health policy as the chief executive officer of the FNHI and former executive officer of a pharmaceutical company. Her experience on various boards of directors and focus on healthcare policy and compliance, along with her clinical background, bring a valuable perspective that aligns with McKesson's strategic growth priorities.

OTHER PUBLIC COMPANY BOARDS

Current: HiloVax, Inc.
 Past Five Years: Corer Corporation (2017 – 2022)



James H. Hinton

Operating Partner, Welsh, Carson, Anderson & Stowe

Age: 66	Committees:	Director Qualification Highlights:
Director since: 2022	Compensation and Talent Finance	Healthcare Industry Compliance

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Mr. Hinton currently serves as an operating partner for the private equity firm Walsh, Carson, Anderson & Slows.
- From 2017 to 2021, he served as the CEO of Baylor Scott & White Health, the largest not-for-profit health system in Texas and one of the largest in the U.S.
- Mr. Hinton joined Presbyterian Healthcare Services, New Mexico's largest not-for-profit healthcare provider, in 1983 and he served as their CEO from 1995 to 2016.
- During that time, he was a member of the American Hospital Association Board of Trustees and served as its Chair in 2014.
- Mr. Hinton holds a master's degree in healthcare administration from Arizona State University and a bachelor's degree in economics from the University of New Mexico.

SKILLS AND QUALIFICATIONS

Mr. Hinton brings to the Board broad-based healthcare experience, including in all aspects of leading a complex healthcare services organization, as well as experience in healthcare operations and compliance, private equity, and mergers and acquisitions. He also brings experience in the development of integrated systems, adding valuable insights to the McKesson Board on customer experience and affordability.

OTHER PUBLIC COMPANY BOARDS

Current: AMN Healthcare Services, Inc.

Past Five Years: None



Business Transformation / M&A	Distribution / Supply Chain Experience	Senior Executive Leadership	Marketing / Public Relations / Communications	Global / International Experience	Cybersecurity / Technology
Financial / Accounting	Healthcare Industry Experience	Sustainability and Human Capital Management	Risk Management and Compliance	Other Public Company Board Service	



Donald R. Knauss

Retired Chairman and Chief Executive Officer, The Clorox Company

Age: 74

Director since: 2014

Committees:

Compensation and Talent (Chair)
Finance
Governance and Sustainability

Director Qualification Highlights:

Human Capital Management
Distribution / Supply Chain Experience

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Mr. Knauss retired from The Clorox Company, a multinational manufacturer and marketer of consumer and professional products, in 2015, having served as executive chairman of the board from November 2014 until July 2015 and chairman and chief executive officer from October 2006 until November 2014.
- He was executive vice president of The Coca-Cola Company and president and chief operating officer for Coca-Cola North America from February 2004 until September 2006.
- Prior to his employment with The Coca-Cola Company, he held various positions in marketing and sales with PepsiCo, Inc. and Procter & Gamble, and he also served as an officer in the United States Marine Corps.
- Mr. Knauss also serves on the board of trustees for the University of San Diego.

SKILLS AND QUALIFICATIONS

Mr. Knauss brings to the Board substantial board leadership skills through his chairmanship role at The Clorox Company. He also brings substantial executive experience through which he has developed valuable operational insights and strategic and long-term planning capabilities, as well as extensive international business management and retail experience, which includes experience in the retail pharmacy area. Mr. Knauss also has significant public company board experience.

OTHER PUBLIC COMPANY BOARDS

Current: Kellanova (formerly Kellogg Company), Target Corporation

Past Five Years: None



Bradley E. Lerman

Executive Vice President and Chief Legal Officer, Starbucks Corporation

Age: 69

Director since: 2018

Committees:

Compliance (Chair)
Governance and Sustainability

Director Qualification Highlights:

Risk Management and Compliance
Sustainability and Human
Capital Management

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Mr. Lemman currently serves as the executive vice president and chief legal officer of Starbucks Corporation, a company with a multinational chain of coffeehouses and roastery reserves.
- Previously, Mr. Lemman served as the senior vice president, general counsel and corporate secretary of Medtronic plc, a medical device company, from 2014 to January 2022.
- At Medtronic, he led the company's global legal, government affairs and ethics and compliance functions. Prior to Medtronic, Mr. Lemman served as executive vice president, general counsel and corporate secretary for the Federal National Mortgage Association (Fannie Mae).
- Previous to Fannie Mae, he served as senior vice president, associate general counsel and chief litigation counsel for Pfizer.
- Mr. Lemman also served as a litigation partner at Winston & Strawn LLP in Chicago and as an assistant U.S. attorney in the Northern District of Illinois.

- He received a law degree from Harvard Law School and his bachelor's degree in economics from Yale University.

SKILLS AND QUALIFICATIONS

Mr. Lemman brings to the Board significant legal and regulatory experience gained from years of serving as general counsel, chief legal officer and corporate secretary for publicly traded and regulated corporations and his years of large law firm practice and government positions with law enforcement responsibilities. He also brings a multilayered understanding of the healthcare industry and experience linking compliance and legal considerations with corporate strategy and sustainability initiatives.

OTHER PUBLIC COMPANY BOARDS

Current: None

Past Five Years: None



Item 1. Election of Directors



Maria N. Martinez

Retired Executive Vice President and Chief Operating Officer, Cisco Systems, Inc.

Age: 67	Committees:	Director Qualification Highlights:
Director since: 2019	Compliance Governance and Sustainability (Chair)	Technology International Experience

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Ms. Martinez most recently served as executive vice president and chief operating officer from March 2021 to May 2024 and was executive vice president and chief customer experience officer from April 2018 until March 2021 at Cisco Systems, Inc., a multinational digital communications technology company.
- Prior to joining Cisco, Ms. Martinez served in a variety of senior executive roles at Salesforce, Inc., including president, Global Customer Success and Latin America from March 2016 to April 2018; president, Sales and Customer Success from February 2013 to March 2016; executive vice president and chief growth officer from February 2012 to February 2013; and executive vice president, Customers for Life from February 2010 to February 2012.
- Prior to joining Salesforce, she managed the global services business for Microsoft Corporation, including professional services and customer support for all products.
- Ms. Martinez also has held a number of other leadership positions at Motorola, Inc. and AT&T Inc., and served as chief executive officer of Embrace Networks, Inc.

- Ms. Martinez holds a bachelor's degree in electrical engineering from the University of Puerto Rico and a master's degree in computer engineering from Ohio State University.

SKILLS AND QUALIFICATIONS

Ms. Martinez brings to our Board leadership experience at leading technology companies, which enhances the Board's depth of experience in business and digital transformation. She also brings a global leadership perspective, as well as a focus on customer success and customer experience.

OTHER PUBLIC COMPANY BOARDS

Current: Tyson Foods, Inc., Bank of America Corporation
Past Five Years: Cus Health Inc. (2021 - 2024)



Kevin M. Ozan

Retired Executive Vice President and Chief Financial Officer, McDonald's Corporation

Age: 62	Committees:	Director Qualification Highlights:
Director since: 2024	Audit Finance (Chair)	Financial Expertise International Experience

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Mr. Ozan most recently served as senior executive vice president, strategic initiatives from September 2022 to June 2023 and executive vice president and chief financial officer from March 2016 to August 2022 of McDonald's Corporation, a leading global food service retailer.
- Mr. Ozan held various roles of increasing responsibility across the financial and investor relations teams at McDonald's from 1997 to 2015.
- Prior to joining McDonald's, he worked for over a decade in Ernst & Young's audit and mergers and acquisitions practices.
- Mr. Ozan currently serves on the board of directors of ChewWorld, a private company with one of the largest cinema businesses in the world.

- Mr. Ozan has a bachelor's degree in accounting from the University of Michigan and a master's degree in business from the Kellogg School of Management at Northwestern University.

SKILLS AND QUALIFICATIONS

Mr. Ozan brings to the Board considerable experience in the areas of finance, mergers and acquisitions, risk management and international operations having served as a former senior financial executive at a global company.

OTHER PUBLIC COMPANY BOARDS

Current: The Hershey Company

Past Five Years: None





Brian S. Tyler

Chief Executive Officer, McKesson Corporation

Age: 58	Committees:	Director Qualification Highlights:
Director since: 2019	None	Business Transformation Health Care Industry

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Mr. Tyler has served as chief executive officer of McKesson Corporation since April 2019 and previously served as the Company's president and chief operating officer from August 2018 to March 2019.
- Mr. Tyler served as chairman of the Management Board of McKesson Europe AG from 2017 to 2018, president and chief operating officer of McKesson Europe from 2016 to 2017, president of McKesson's North American Pharmaceutical Distribution and Services from 2016 to 2016, and McKesson's executive vice president, corporate strategy and business development from 2012 to 2016.
- Mr. Tyler previously served in various other leadership roles at McKesson, including as president of U.S. Pharmaceutical, president of McKesson Medical-Surgical, and president of McKesson Specialty Health.
- Mr. Tyler is a member of the board of directors of the International Federation of Pharmaceutical Wholesalers (IFPW) and a member of the IFPW Foundation board of directors.

- He is a member of the American Cancer Society's CEOs Against Cancer group in the North Texas chapter.
- Mr. Tyler earned his Ph.D. from the University of Chicago, Department of Economics specializing in industrial organization, labor economics and public finance / project evaluation.

SKILLS AND QUALIFICATIONS

Mr. Tyler brings over 25 years of business and healthcare experience to the Board. As McKesson's CEO and a long-time leader of McKesson's businesses, Mr. Tyler has extensive knowledge of the Company's culture and workforce, and its challenges and opportunities.

OTHER PUBLIC COMPANY BOARDS

Current: Republic Services, Inc.
Past Five Years: None



Kathleen Wilson-Thompson

Retired EVP and Global Chief Human Resources Officer, Walgreens Boots Alliance, Inc.

Age: 67	Committees:	Director Qualification Highlights:
Director since: 2022	Compensation and Talent Governance and Sustainability	Healthcare Industry Sustainability Human Capital Management

PROFESSIONAL EXPERIENCE AND BACKGROUND

- Ms. Wilson-Thompson most recently served as executive vice president and global chief human resources officer of Walgreens Boots Alliance, Inc., a healthcare and retail pharmacy company, from December 2014 to January 2021, after serving as senior vice president and chief human resources officer from January 2010 to December 2014.
- Previously, she served as senior vice president, global human resources and chief labor and employment counsel at Kellogg Company.
- Ms. Wilson-Thompson earned an A.B. degree from the University of Michigan, and J.D. and LL.M. (Corporate and Finance Law) degrees from Wayne State University.

SKILLS AND QUALIFICATIONS

Ms. Wilson-Thompson brings to the Board more than a decade of senior executive level experience leading human resources and human capital management strategy at global healthcare companies. She also brings valuable insights from her extensive public company board service in the manufacturing and retail industries.

OTHER PUBLIC COMPANY BOARDS

Current: Tesla, Inc., Wolverine Worldwide, Inc.

Past Five Years: None



Principal Shareholders

Security Ownership of Certain Beneficial Owners

The following table sets forth, as of May 28, 2025, information regarding ownership of the Company's outstanding common stock by any entity or person, to the extent known by us or ascertainable from public filings, that is the beneficial owner of more than 5% of the outstanding shares of common stock:

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class*
The Vanguard Group 100 Vanguard Boulevard Malvern, Pennsylvania 19355	12,145,675 ⁽¹⁾	9.7 %
BlackRock, Inc. 50 Hudson Yards New York, New York 10001	9,207,960 ⁽²⁾	7.4 %

* Based on 126,104,722 shares of common stock outstanding, as of May 28, 2025.

⁽¹⁾ This information is based upon a Schedule 13G/A filed with the SEC on February 13, 2024 by The Vanguard Group, which reports shared voting power with respect to 178,157 shares, sole dispositive power with respect to 11,670,093 shares, and shared dispositive power with respect to 675,672 shares.

⁽²⁾ This information is based upon a Schedule 13G/A filed with the SEC on April 14, 2025 by BlackRock, Inc., which reports sole voting power with respect to 9,194,679 shares and sole dispositive power with respect to 9,207,960 shares as a result of being a parent company or control person of certain subsidiaries.

Section 16(a) Reports

Section 16(a) of the Exchange Act requires the Company's directors and executive officers, and persons who own more than 10% of a registered class of the Company's equity securities, to file with the SEC initial reports of ownership and reports of changes in ownership of common stock and other equity securities of the Company. Such officers, directors and greater than 10% shareholders are required by SEC regulations to furnish the Company with copies of all Section 16(a) forms they file.

To the Company's knowledge, all reports required by Section 16(a) of the Exchange Act in FY 2025 from our officers, directors and greater than 10% beneficial owners were timely filed except for one Form 4 for Ms. Lau to report a distribution of RSU shares on February 9, 2025.

Beneficial Stock Ownership of Directors and Executive Officers

The following table sets forth, as of May 28, 2025, except as otherwise noted, information regarding beneficial ownership of the Company's outstanding common stock by: (i) all directors and director nominees; (ii) each executive officer named in the 2025 Summary Compensation Table below (collectively, our named executive officers or the NEOs); and (iii) all directors, NEOs and executive officers as a group. The table also includes shares of common stock that underlie outstanding RSUs and options to purchase common stock of the Company that either vest or become exercisable within 60 days after May 28, 2025.

Name of Individual	Shares of Common Stock Beneficially Owned ⁽¹⁾	Percent of Class
Richard H. Carmona, M.D.	—	*
Dominic J. Caruso	349	*
Lynne M. Doughtle	—	*
W. Roy Dunbar	—	*
Deborah Dunsire, M.D.	28 ⁽²⁾	*
Julie L. Gerberding, M.D., M.P.H.	—	*
James H. Hinton	—	*
Donald R. Knauss	2,069 ⁽³⁾	*
Michele Lau	3,385 ⁽⁴⁾	*
Bradley E. Lerman	—	*
Maria N. Martinez	349	*
Kevin M. Ozan	15	*
Thomas L. Rodgers	5,435	*
LaAnn B. Smith	2,800	*
Brian S. Tyler	70,828 ⁽⁴⁾	*
Britt J. Vilalona	14,579 ⁽⁴⁾	*
Kathleen Wilson-Thompson	—	*
All directors, NEOs and executive officers as a group (17 persons)	99,837 ⁽²⁾⁽³⁾⁽⁴⁾	*

* Less than 1.0%. The number of shares beneficially owned and the percentage of shares beneficially owned are based on 125,104,722 shares of the Company's common stock outstanding as of May 28, 2025, adjusted as required by the rules promulgated by the SEC. Shares of common stock that may be acquired by exercise of stock options or vesting of RSUs within 60 days after May 28, 2025, and vested RSUs that are not yet settled are deemed outstanding and beneficially owned by the person holding such stock options or RSUs for purposes of computing the number of shares and percentage beneficially owned, but are not deemed outstanding for purposes of computing the percentage beneficially owned by any other person. Deferred shares are not included in the table above. For information on the stock awarded to our directors and our director stock ownership requirements, please see "Director Compensation" on page 37.

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- ⁽¹⁾ Except as otherwise indicated in the footnotes to this table, the persons named have sole voting and investment power with respect to all shares of common stock shown as beneficially owned by them, subject to community property laws where applicable.
- ⁽²⁾ The 28 shares are held by the Jireh Foundation, a charitable foundation, of which Dr. Dunsire is a co-trustee along with her spouse, but for which Dr. Dunsire disclaims beneficial ownership.
- ⁽³⁾ Includes 1,296 shares held by immediate family members who share a household with the named person, by family trusts as to which the named person and his or her spouse have shared voting and investment power, or by an independent trust for which the named person disclaims beneficial ownership.
- ⁽⁴⁾ Includes shares held under the Company's 401(k) Plan as of May 26, 2025, as follows: Ms. Lau, 138 shares; Mr. Tyler, 215 shares; Mr. Vitajone, 550 shares; and all NEOs and executive officers as a group, 903 shares.

80 MCKESSON 2025 Proxy Statement

ATTACHMENT "7"
PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

[To be attached per Section 9 of the Agreement]