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1 (the “Agreement”), to allow Agency and Developer to explore the feasibility of the Site for a Project; and

2 WHEREAS, the Governing Board of the Agency has considered the findings that Agency entering
3 into the Agreement is of benefit to the Redevelopment Area and/or the immediate neighborhood in which the
4 Premises is located; and

5 WHEREAS, the Governing Body of the Agency has determined that the Agreement is in compliance
6 with and in furtherance of the goals and objectives of the Redevelopment Plan; and

7 NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Board of the Agency hereby
8 finds and determines that the Agreement is of benefit to the Redevelopment Area and/or the immediate
9 neighborhood in which the Redevelopment Area is located; and

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1 RESOLVED FURTHER, that Governing Board of the Agency hereby approves the Agreement and
2 determines the Agreement to be in compliance with and in furtherance of the goals and objectives of Nevada
3 Revised Statutes Chapter 279 and the Redevelopment Plan, and the Chair of the Governing Board of the
4 Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to
5 execute any and all additional documents (including any attachments to the Agreement) and to perform any
6 and all additional acts necessary to carry out the intent and purpose of the Agreement.

7 THE FOREGOING RESOLUTION was PASSED, ADOPTED AND APPROVED THIS _____
8 day of _____, 2026.

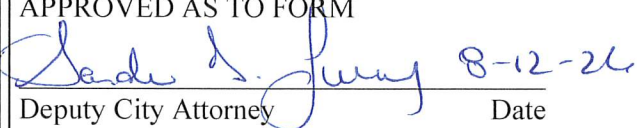
9 CITY OF LAS VEGAS
10 REDEVELOPMENT AGENCY

11 BY _____
12 SHELLEY BERKLEY, Chair

13 ATTEST:

14 _____
15 DR. LUANN D. HOLMES, MMC
16 Secretary

17 APPROVED AS TO FORM

18  8-12-26
19 Deputy City Attorney Date

20 Sandra D. Turner
21 Deputy City Attorney

22 Resolutions No. RA-____-2026
23 ENA - NHBC

24 RDA Meeting _____
25 RDA Item # _____ CC Item # _____

EXHIBIT A
AGREEMENT

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this “*Agreement*”) is effective as of the ____ day of ____, 2026 (the “*Effective Date*”), 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 (“*Agency*”), and NEVADA HEALTH AND BIOSCIENCE ASSET CORPORATION, a Nevada nonprofit corporation (“*Developer*”). Agency and Developer may be referred to herein singularly as a “*Party*” and collectively as the “*Parties*”.

WHEREAS:

A. WHEREAS, Agency and Developer have previously engaged in discussions regarding Developer’s interest in developing academic healthcare facilities and infrastructure that support the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (“*UNLV*”) and promote and advance public healthcare in southern Nevada (the “*Project*”) on that certain site depicted on Exhibit A attached hereto and hereby made a part of this Agreement (the “*Site*”), which Site is located in that certain development in downtown Las Vegas, Nevada commonly known as the “Las Vegas Medical District.”

B. WHEREAS, Developer is a non-profit 501(c)(3) support organization formed to support the Kirk Kerkorian School of Medicine at UNLV.

C. WHEREAS Developer and Agency have entered into this Agreement in order for Agency and Developer to enter into exclusive negotiations regarding due diligence investigations of the Site by Developer and the potential acquisition and development of the Site by Developer, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the Parties do hereby agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and, unless extended as provided herein, automatically expire one hundred and eighty (180) days after the Effective Date (including any extension thereof, the “*Term*”). The Term may be extended by Developer for an additional one hundred and eighty (180) days after the expiration of the initial Term, provided that Developer gives written notice of such extension to Agency no later than fourteen (14) days prior to the expiration of the initial Term. Agency agrees that, during the Term, Agency shall not negotiate, directly or indirectly, market, advertise, solicit or accept offers with any person or entity (other than Developer) any matters regarding development, sale, lease or other disposition of the Site or any portion thereof. Such exclusivity shall apply to the Site only. Agency agrees that, until the expiration of the Term, Agency shall negotiate exclusively with Developer with respect to the Site and the Project.

2. Site. The Site consists of approximately 4.95 acres. The size of the development will be determined by the site plan provided by the Developer by the end of the Term, which site plan shall be subject to the approval of Agency. The Parties agree and acknowledge that the Site may be reduced or modified in size depending on the site needs of the Project, and on the development density goals of Agency. The actual legal description of the Site will be finalized by a survey provided by Developer during the Term, which survey shall be subject to the approval of Agency, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Project; UNLV Coordination. Developer is currently planning the development of the Project and intends to serve as the Project Developer. Agency and Developer acknowledge and agree that the Project shall be a collaboration between Developer and the University of Nevada, Las Vegas (“UNLV”), and Developer acknowledges and agrees that (i) Agency shall work with both Developer and UNLV on the Project, (ii) a written letter of support for the Project from UNLV’s President (or Interim President, if applicable) shall be required prior to Developer’s submittal of any entitlement applications to Agency for the Project, and (iii) any subsequent revisions to the Project shall also require a letter of support from UNLV’s President (or Interim President, if applicable) (clauses (i), (ii), and (iii) are referred to herein collectively as, the “*UNLV Support*”). The UNLV Support condition shall be included in the DDA (as defined in Section 6(a) below) as a condition to the consummation of the sale of the Site to Developer.

4. Feasibility Analysis.

(a) Developer agrees to conduct during the Term all activities required to determine the acceptability of the Site and the feasibility of the Project. Such due diligence activities shall include, but not be limited to, the completion, at Developer’s sole cost and expense, of the following which shall be submitted to Agency for its review and approval prior to the expiration of the Term:

- (i) An overall program of development of the Project on the Site, including a site plan, conceptual renderings, and floor plans for the major project improvements; as well as a clear development timeline for the pre-development activity and construction of the Project.
- (ii) Submission of a plan of financing for the development and operation of the various components of the Project, including identifying, to the extent reasonably known, the anticipated sources of debt and equity financing.
- (iii) Prior to the expiration of the Term, Developer shall deliver to Agency a completed geotechnical and environmental report for the Site, which will include a Site-specific risk assessment and estimated cost of remediation, if any. If the Parties decide to enter into the DDA, the remediation plan for the Site will be negotiated by Agency and Developer as part of the negotiation of the DDA.

- (iv) Site Due Diligence Investigations (as defined in Section 5(a) below).
- (v) Review of a draft employment plan in accordance with the Agency Employment Plan Policy and NRS 279.6093.

In the event of the expiration or earlier termination of this Agreement and provided that a DDA for the Site is not executed by the Parties, Agency may retain copies of all non-proprietary reports and studies pertaining to the Site which have been provided to Agency by Developer or its agents pursuant to this Agreement, including surveys, geotechnical and environmental reports and studies; provided, however, all copies of reports, renderings, studies, and information relating to the development and market feasibility of any Project provided to Agency by Developer or its agents pursuant to this Agreement shall be returned to Developer within thirty (30) days after the expiration or earlier termination of this Agreement (subject to the Public Records Act, as hereinafter defined). All reports and studies retained by Agency as provided herein shall be provided to Agency without any warranty or representation as to the accuracy or completeness of any kind and without recourse to Developer so long as the Developer's acquisition of the Site and development of the Project do not move forward.

(b) Agency shall cooperate fully, but at no cost to Agency, in providing Developer with appropriate information and assistance to support Developer's implementation of the Project. In particular, Agency shall promptly provide Developer with copies of all reports, plans, drawings and other documents, if any, pertaining to the Site which were provided to or obtained by Agency as part of its acquisition of the Site, or as soon as such materials become available to Agency during the Term. Agency's designated representative for all matters under this Agreement is the Director of the Office of Economic and Urban Development of Agency. During the Term, Developer and Agency agree to meet or participate in a conference call, no less than two (2) times a month in connection with the feasibility analysis of the Site and Project.

5. Developer Site Access.

(a) Agency authorizes Developer and its employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as Developer deems reasonably necessary ("*Due Diligence Investigations*") for the development of the Project. Agency and/or its authorized and designated agent(s) shall have the right to be present upon any entry of the Site by Developer and, unless otherwise specified herein, Developer shall notify Agency in writing no later than two (2) business days prior to any planned access of the Site. This authorization does not authorize Developer to access or otherwise use any property not included within the Site so long as Developer has reasonable access from a public right of way for ingress into and egress from the Site for purposes of completing the Due Diligence Investigations. Developer will have the right to enter upon and conduct Due Diligence Investigations at any time during the Term. Developer shall conduct Due Diligence Investigations in accordance with standards customarily employed in the

industry and in compliance with all applicable governmental laws, rules, and regulations. If Developer undertakes any boring or other disturbance of the soils on the Site, Agency must be notified at least ten (10) business days prior to any boring or other disturbance of soils to allow Agency time to notify its environmental consultant and to direct its environmental consultant to be present during the process, if desired by Agency. Following Developer's Due Diligence Investigations on the Site, Developer promptly will restore the Site to substantially the same condition as existed as of the Effective Date, normal wear and tear and normal weather related conditions excepted. If Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance (the "*Restoration*"), and Developer will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their original condition as of the date of the soil disturbance. This authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment. To assist Developer in its environmental due diligence, Agency has provided Developer with a copy of a Phase 1 Environmental Site Assessment for the Site prepared by Atlas and dated as of January 21, 2026 (the "*Phase 1 Report*"). Agency is providing the Phase 1 Report to Developer solely as an accommodation and makes no warranty regarding any statement, information, or data contained in or referred to the Phase 1 Report. Additionally, Developer is aware that Agency is acquiring the Site from the State of Nevada, acting by and through its Department of Transportation ("*NDOT*"). NDOT has not provided any due diligence materials on the Site to Agency. Accordingly, other than the Phase 1 Report, Agency has no due diligence materials on the Site to provide to Developer.

(b) If Developer should discover any hydrocarbon substances or any other hazardous substances, asbestos or asbestos-containing materials, waste or materials subject to legal requirements or corrective action under any applicable Environmental Laws ("*Hazardous Substances*") during the Term, Developer will promptly notify Agency in writing of such discovery. Developer shall not use disturbed contaminated soils for any restoration of the Site, and instead shall work with Agency to have stored or otherwise handle (through use of a properly licensed contractor), at Agency's sole cost and expense, any disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as Agency takes possession of such materials. Developer shall not bear any responsibility or liability under this Agreement whatsoever for any discovery, investigation, risk assessment, removal, treatment, corrective action, remediation, cleanup or permitting relating to any such Hazardous Materials, to the extent handled in accordance with all applicable laws. For the purposes of this Agreement, the phrase "*Hazardous Substances*" shall include any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products and derivatives, fuel additives, and any other solid, liquid, gaseous or thermal irritant, chemical or waste material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture,

possession, handling, disposal, transportation, spill, release threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any governmental authority or Environmental Laws; or (c) a basis for liability to any government entity or agency or third party under any regulatory, statutory or common law theory. For purposes of this Agreement, the phrase "*Environmental Laws*" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) Developer shall promptly deliver to Agency without charge therefor, and without warranty of or recourse to Developer, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that Developer need not disclose any communication, regardless of the nature of such communication, between Developer and its legal counsel or Developer's legal counsel and Developer's consultant to the extent the same is reasonably deemed by Developer to be protected by attorney-client privilege. By delivering such reports and studies to Agency, Developer shall not be deemed to be making any representations with respect to the accuracy or completeness of the information contained in such reports or information.

(d) Developer covenants and agrees to (i) pay in full for all materials, if any, supplied, used, joined, or affixed to the Site by or for Developer in connection with the Due Diligence Investigations, (ii) to pay in full all persons who perform labor upon the Site in connection with Developer's Due Diligence Investigations, and (iii) not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to Developer's Due Diligence Investigations. Developer shall, at Developer's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) Developer hereby agrees to indemnify and hold Agency, and its officers, employees and agents (collectively, the "*Related Parties*"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs, which the Related Parties may suffer or which may be sought against or are recovered or obtainable from the Related Parties as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, in connection with the Due Diligence Investigations at the Site, of Developer or

its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Developer, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Agreement, except to the extent caused by one or more of the Related Parties. If Developer fails to do so, Agency shall have the right, but not the obligation, to defend the same and to obtain reimbursement from Developer of all the direct and incidental costs of such defense, including, without limitation, reasonable attorneys' fees, expert costs, and court costs. Notwithstanding anything to the contrary in this Agreement, this Section 5(e) shall not be construed to require Developer to indemnify or hold harmless the Related Parties from (a) any liabilities for pre-existing matters or conditions with respect to the premises merely discovered by Developer (e.g., latent environmental contamination, etc.) or (b) any such claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees, expert costs, and court costs to the extent caused by any act or omission on the part of the Related Parties.

(f) Developer agrees to obtain and to furnish to Agency prior to or concurrent with execution of this Agreement, and as a condition precedent to Developer's right to access the Site, a certificate showing that there is in effect a policy of a minimum of \$2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Required limits of coverage may be met utilizing a combination of primary and excess/umbrella policies written in "blanket" form. Agency shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the Developer's insurance company. The certificates for each insurance policy are to be signed by a person authorized by that insurance carrier. The insurance supplied by the Developer shall be from an insurance carrier that maintains a Best's Key rating of "A VII" or higher. The Certificate shall indicate that neither the insurance company nor Developer can cancel the insurance without at least ten (10) days prior written notice to Agency. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the certificate of insurance. The Parties agree that the specified coverage or limits of insurance in no way limit the liability of the Developer. Developer will not do or permit to be done anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site. All deductibles and self-insurance retentions shall be fully disclosed in such certificates of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of Agency.

(g) In connection with this Agreement, Developer expressly agrees, at its sole cost and expense, to defend the Related Parties in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise, in connection with the Due Diligence Investigations at the Site, against which Developer has agreed to indemnify the Related Parties pursuant to Section 5(e). If Developer fails so to do, Agency shall have the right, but not the obligation, to defend the same and to obtain reimbursement from Developer all of the direct and incidental costs of such defense, including reasonable attorneys' fees, expert costs, and court costs.

The obligations and covenants of Developer under this Section 5 shall survive any expiration of the Term or other termination of the Agreement.

6. Disposition and Development Agreement; Purchase Price; Effect of Agreement.

(a) Developer and Agency agree to negotiate in good faith during the Term a form of Development and Disposition Agreement pursuant to which Agency agrees to transfer the Site to Developer for the development of the Project (the “DDA”). The consideration for the transfer of the Property shall be set forth in the DDA.

(c) The Parties acknowledge that if the purchase price under the DDA (the “*Purchase Price*”) for any sale of the Site to Developer is for less than fair market value, then Developer will be obligated to comply with, to the extent applicable, NRS 338.013 to NRS 338.090, NRS 353.640, and 354,755, in connection with the development of the Site. and that the Board of the Agency and the City Council of the City of Las Vegas (the “*City Council*”) will address the adoption of a formal resolution finding that it is in the best interests of the public to sell the Site to Developer for redevelopment. The adoption of such resolution will be at the discretion of the Board of the Agency and the City Council.

(d) Developer and Agency agree and acknowledge (i) that this Agreement creates no obligation on either Party to enter into the DDA or any other agreement related to the Site, (ii) the decision to enter into a DDA will be at each Party’s respective sole and absolute discretion, and (iii) the approval of the Board of the Agency and the City Council will be a condition to Agency’s obligation to enter into any DDA or other agreement (excluding this Agreement) relating to the Site. Developer agrees and acknowledges that, except as expressly provided for in this Agreement, this Agreement creates no rights, title or interest in Developer whatsoever, legal, equitable or otherwise, in the Site, including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, Agency is not committing itself to or agreeing to undertake disposition of land to Developer or any other acts or activities requiring the subsequent independent exercise of discretion by Agency or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property or the exercise of control over property by Developer. Execution of this Agreement by Agency is merely an agreement to enter into a period of exclusive, good faith negotiations with Developer according to the terms hereof. In the event the Parties do not enter into a DDA during the Term, this Agreement shall automatically expire and be of no further force and effect from and after the expiration of the Term.

7. Reserved.

8. Reserved.

9. Real Estate Commission. No Party shall be liable to any other Party for any real estate commission or brokerage fees that may arise as a result of or pursuant to this Agreement. Each Party represents to the other Party that it has not engaged any broker,

agent or finder in connection with this Agreement, and agrees to hold the other Party harmless from any claim by any broker or finder retained by such Party. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.

10. Conflict of Interest.

(a) An official of Agency, who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, or accept payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for Agency, who is authorized in such capacity and on behalf of Agency to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of Agency relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, Agency may immediately terminate this Agreement for default or convenience, based on the culpability of the Parties.

(c) Developer represents and warrants that it has, in accordance with the current policy of Agency, disclosed the ownership and principals of Developer on Exhibit D attached hereto, "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

11. Default.

(a) In the event Developer is in material default of its obligations under this Agreement, including any failure of Developer to proceed in good faith with the due diligence activities required in order to complete the feasibility analysis of the Project, and such default is not cured within fifteen (15) days after written notice delivered by Agency specifying the precise nature of the default, then Agency shall have the right to immediately terminate this Agreement upon written notice to Developer.

(b) In the event Agency is in default of its obligations under this Agreement, and Agency fails to remedy such default within fifteen (15) days after written notice from Developer, Developer's sole and exclusive cumulative remedy will be to terminate this Agreement.

12. Notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been

given when (i) received by the party to whom it is directed by hand delivery or personal service, all fees pre-paid, (ii) transmitted by facsimile with confirmation of transmission (an original signed copy, via first-class U. S. Mail, shall follow facsimile transmissions), (iii) sent by U.S. mail via certified mail-return receipt requested, postal fees pre-paid or (iv) sent by email at the following addresses:

Notice to Developer:	Nevada Health and Bioscience Asset Corporation 1930 Village Center Circle #3-805 Las Vegas, Nevada 89134 Attention: Kim Case-Nichols, Chief Operating Officer Email: kcase@nhbac.org
With a copy to:	Fabian VanCott 2275 Corporate Circle, Suite 220 Henderson, Nevada 89074 Attention: James C. Waddoups & Matthew L. Anderson Email: jwaddoups@fabianvancott.com & manderson@fabianvancott.com
Notice to Agency:	City of Las Vegas Redevelopment Agency c/o Office of Economic and Urban Development 495 South Main St., 6 th Floor Las Vegas, Nevada 89101 Attention: Dina Babsky, Director Email: dbabsky@lasvegasnevada.gov
With a copy to:	City Attorney Office City Hall 495 South Main, 6 th Floor Las Vegas, Nevada 89101 Attention: Assistant City Attorney Email: jridilla@lasvegasnevada.gov

13. Publicity. The Parties agree that neither Party shall make any public announcement or any press release with respect to this Agreement or the Project without the consent of the other Party which consent shall not be unreasonably withheld or delayed. Nothing in this Section 13 shall limit or prevent Agency from undertaking any actions required by Nevada's open meeting laws or causing or allowing the release of information or dissemination of documents as may be required or appropriate in connection with any administrative hearings or proceedings pertaining to the Agency's approval or implementation of this Agreement. Furthermore, Developer acknowledges that Agency is

subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statutes ("*Public Records Act*") and all information in physical or electronic form or other form provided by Developer to Agency will be subject to disclosure under the Public Records Act.

Notwithstanding the foregoing, Developer shall have the right to disclose any and all information to a governmental body or law enforcement agency which has been properly designated to collect information from the Developer about its planned Project and to Developer's consultants, agents, advisors and potential lenders.

14. Assignment. Developer may not assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of Agency which consent may be granted or withheld at Agency's sole and unfettered discretion. Any transfer or assignment in violation of this Section 14 shall be null and void and constitute a default of this Agreement. Notwithstanding the foregoing, Developer shall have the right to assign its interest in this Agreement to an entity formed to develop the Project so long as the principals of Developer are the owners, directly or indirectly, of such entity, such entity assumes Developer's obligations under this Agreement, and complies with Section 10 of this Agreement. Any such assignment shall not relieve Developer of its obligations under this Agreement.

15. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

16. Interpretation; Governing Law; Venue. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada. Venue for any disputes in connection with this Agreement shall be in Clark County, Nevada.

17. Entire Agreement; Amendments. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any and all prior understandings between the Parties, whether oral or written. All amendments, modifications, alterations, or revisions hereto must be in writing and signed by the appropriate authorities of Agency and Developer, and with regard to Agency by (i) the Mayor of the City of Las Vegas, with City Council approval, if the amendment, modification, alteration, or revision will require Agency to expend more than Fifty Thousand and 00/100 Dollars (\$50,000.00) to carry out the change, or (ii) the City Manager or Real Estate Manager for the City of Las Vegas, if the amendment, modification, alteration, or revision will require Agency to expend less than Fifty Thousand and 00/100 Dollars (\$50,000.00) to carry out the change, or merely revises the language of this Agreement without any impact on the amount of funds required to be expended by Developer.

18. No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver

of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

20. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All Exhibits attached to this Agreement and the Recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. All references in this Agreement to Articles, Sections and Exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

21. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

22. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day (Agency business days are Monday through Thursday, excepting Federal, State, and local holidays).

23. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of Agency and Developer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

24. Counterpart Signatures; Facsimile Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile or email transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

25. Agency Obligations Limited. No obligation assumed by or imposed upon Agency by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against Agency shall require the payment of money by Agency, or the performance of any action by Agency, the performance of which requires money from Agency, except to the extent that funds are available for such payment or performance from Agency, appropriations therefor lawfully made by Agency. This Agreement shall not be

construed as obligating the City Council to make future appropriations for the payment of monies or for the performance of any obligations of Agency under this Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

AGENCY:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY,
a public body organized and existing under
the community development laws of the
State of Nevada

By _____
Shelley Berkley, Chair

Date of Execution: _____

DEVELOPER:

NEVADA HEALTH AND BIOSCIENCE
ASSET CORPORATION,
a Nevada nonprofit corporation

By: _____
James Waddoups
President & CEO

Date of Execution: _____

ATTEST:

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

 8-12-26
Counsel to Agency Date

Sandra D. Turner
Deputy City Attorney

EXCLUSIVE NEGOTIATION AGREEMENT

City Council meeting date: _____ Item No. ____

LIST OF EXHIBITS

EXHIBIT A	SITE DEPICTION
EXHIBIT B	DISCLOSURE OF PRINCIPALS

EXHIBIT A

SITE DEPICTION



EXHIBIT B

DISCLOSURE OF PRINCIPALS

(2 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 Nevada Health and Bioscience Asset Corp.
Address 1930 Village Center Circle, #3-805 Las Vegas, NV 89134
Telephone 702-329-0423
EIN or DUNS 84-3753195

Block 2 Description
Nevada Health and Bioscience Asset Corp. is a Nevada nonprofit corporation organized and operated as a 501(c)(3) supporting organization for the Nevada System of Higher Education for the benefit of the University of Nevada Las Vegas. As one of NHBC's first projects, NHBC designed, developed and privately funded the construction of the Kirk Kerkorian Medical Education Building for the benefit of UNLV. NHBC is interested in acquiring and developing the former Grace Presbyterian Church property for the support and benefit of the Kirk Kerkorian School of Medicine and UNLV.

Block 3	Type of Business
☐ Individual	☐ Partnership
☐ Limited Liability Company	☐ Corporation
	☐ Trust
	☒ Other: Nonprofit Corporation

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.	Kris Engelstad, Community Director	1930 Village Center Circle, #3-805 Las Vegas, NV 89134	702-329-0423
2.	Lindy Schumacher, Community Director	Same as above	Same as above
3.	MaryKaye Cashman, Community Director	Same as above	Same as above
4.	Andrew Artusa, Independent Director	Same as above	Same as above
5.	John Bailey, Independent Director	Same as above	Same as above
6.	Anthony Marlon, Independent Director	Same as above	Same as above
7.	Robert McBeath, Independent Director	Same as above	Same as above
8.	James Waddoups, President & CEO	Same as above	801-597-3457
9.	Kim Case-Nichols, COO	Same as above	702-491-1470

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: _____

Date of Attached Document: _____ Number of Pages: _____

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.

Signature: _____

Name: _____

Title: _____

Date: _____

STATE OF UTAH
COUNTY OF SALT LAKE

Subscribed and sworn to before me on this 20th day of January, 2026 by James Waddoups.

Notary Public

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