

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“**Lease**”) is made and entered into by and between Las Vegas Redevelopment Agency, a Nevada municipal corporation (the “**Landlord**”) and the Heligenics, Inc., a Delaware corporation (the “**Tenant**”). Landlord and Tenant are sometimes collectively referred to herein as the “**Parties**”.

This Lease is effective on the date approved by Tenant and Landlord, whichever date is later, as long as the date approved by the second party is within thirty (30) calendar days of the date approved by the first party (the “**Effective Date**”).

RECITALS

WHEREAS, the City of Las Vegas, a Nevada political subdivision (“City”) is the owner of that certain real property, APN 139-27-708-017 with an address of 833 North Las Vegas Boulevard 89101, Las Vegas, Clark County and commonly known as the former Las Vegas Library (the “**Building**”); and

WHEREAS, City has leased the Building to Landlord for the use of the Building as an innovation center (the “City Lease”);

WHEREAS, the Tenant desires to sublease a portion of the Building from Landlord (the “**Leased Premises**”) consisting of approximately One Thousand Three Hundred (1,300) square feet square feet as depicted on Exhibit A attached hereto on the terms, conditions and covenants hereinafter set forth; and

WHEREAS, the Building includes a paved surface parking lot for the use of Tenant and Tenant’s invitees (the “**Parking Lot**”); and

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the parties agree as follows

AGREEMENT

ARTICLE 1

DEMISE OF LEASED PREMISES AND TERM

1.1. LEASE OF PREMISES. Landlord hereby subleases to Tenant, and Tenant hereby subleases from Landlord, the Leased Premises, subject to the terms, conditions, benefits, and rights hereinafter set forth. Tenant shall have the right to use the Parking Lot for the use of Tenant’s employees and invitees, provided that Tenant’s use of the Parking Lot will not be permitted in any area designated for the exclusive use of other tenants or users in the Building. Landlord represents and warrants to Tenant that this Lease is permitted under the City Lease.

1.2. LEASE TERM. Unless earlier terminated in accordance with the terms in this Lease, the term of the lease (the “**Term**”) shall be for a term of eighteen (18) months commencing on August 5, 2020, (the “**Commencement Date**”) and terminating on February 4, 2022 (“the **Expiration Date**”). Tenant shall have one (1) right to extend the Term for six (6) months the (“Option”). Tenant may exercise the Option by providing written notice to Landlord exercising the Option no later than ninety (90) days prior to the expiration of the Term subject to (i) Tenant not having been in material default of this Lease at any time during the Term and (ii) the extension of the Term shall be on the same terms and conditions as set forth in this Lease including the Rent (defined below).

1.3 **HOLDOVER TERM.** At the end of the Term this Lease shall continue on a month-to-month tenancy (the "**Holdover Term**"). With thirty (30) days written notice, either party may terminate this Lease during the Holdover Term. The Holdover Term created by this Article will be subject to all remaining terms and conditions of this Lease.

ARTICLE 2 RENT

2.1. **RENT.** Landlord agrees that Tenant shall not be obligated to pay rent during the period commencing on the Commencement date and ending on January 4, 2021 (the "Free Rent Period"). After the expiration of the Free Rent Period, Tenant agrees to pay to Landlord as rent for the Leased Premises, at such place as Landlord may designate in writing, without prior demand and without any deduction or offset whatsoever, a monthly rent ("the "**Rent**") of One Dollar (\$1.00) per square foot in the Leased Premises per month for a total monthly Rent of One Thousand Three Hundred Dollars and zero Cents (\$1,300.00). Tenant shall not be required to pay Rent for that period from August 5, 2020 thru January 4, 2021. First Rent payment will be due on January 5, 2021 and Rent throughout the remaining Term due and payable in advance on the fifth (5th) day of each calendar month of any Term.

In the event the date that Rent is first due is other than the first day of a calendar month, then the payment of Rent due on the next calendar month shall include an additional amount of prorated Rent for the previous calendar month. In the event the Termination Date is other than the last day of a calendar month, then the payment of Rent due for the calendar month of the Termination Date shall be a prorated amount of rent for the number of days of the month of the Termination Date.

2.3. **TAXES RELATED TO TENANT ACTIVITIES.** Tenant shall pay when due any and all taxes, assessments or fees for which Tenant is liable and which arise directly or indirectly from Tenant's activities on the Leased Premises. Within ten (10) business days of written demand from Landlord, Tenant shall furnish Landlord evidence satisfactory to Landlord of the timely payment of any such tax, assessment or fee.

ARTICLE 3 DELIVERY/ACCEPTANCE AND SURRENDER OF LEASED PREMISES

3.1. **DELIVERY/ACCEPTANCE OF THE LEASED PREMISES.** Upon the Commencement Date and except as provided in the immediate next paragraph, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Leased Premises, including fixtures. Tenant acknowledges and agrees that it is leasing the Leased Premises based solely upon Tenant's inspection and investigation of the Leased Premises and all documents related thereto, or its opportunity to do so, and except for Landlord's covenants, representations and warranties otherwise expressly set forth in this Lease, Tenant is leasing the Leased Premises in an "*AS IS, WHERE IS*" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the Leased Premises including, but not limited to, the existing Building improvements and infrastructure, if any, development rights, expenses associated with the Leased Premises, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials (defined below) or any other matters affecting or relating to the Leased Premises.

The Parties agree that attached hereto as Exhibit B is a list of improvements to the Building and the Leased Premises that Landlord and Tenant will be making in connection with the Building and the Leased Premises and the respective financial obligation of each Party in connection therewith.

3.2. SURRENDER OF LEASED PREMISES. At the expiration of any Term or the earlier termination of this Lease, Tenant will surrender possession of the Leased Premises and deliver the same to Landlord in good order, condition and repair, ordinary wear and tear, casualty, condemnation, and acts of God excepted, in each case shall automatically vest in, revert to (as applicable) and become the property of Landlord, in each case free and clear of all liens or encumbrances, but without any other representation or warranty by Tenant and without any compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance, or other act or agreement of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall have no right to remove any fixtures from the Leased Premises without the express written consent of Landlord. In the event Tenant does not surrender possession of the Leased Premises to Landlord as provided above, Landlord shall use all means to evict Tenant from the Leased Premises. Any improvements installed by Tenant, including without limitation, trade fixtures, furniture, furnishings or other property that are permanently affixed to the Leased Premises shall not be removed by Tenant upon the termination of this Lease and shall automatically become the property of Landlord.

All of Tenant's trade fixtures, furniture, furnishings, and other personal property not permanently affixed to the Leased Premises (collectively referred to as "**Tenant's Personal Property**") shall be and remain the property of Tenant during the Term. During the Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Leased Premises resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during the entire Term such Tenant's Personal Property as necessary in order to operate the Leased Premises in accordance with the terms of this Lease.

ARTICLE 4 USE AND OPERATIONS OF LEASED PREMISES

4.1. NEW IMPROVEMENTS. Except as provided in Section 3.1, Tenant shall have no right to install any improvements to the Leased Premises without the prior written approval of Landlord, and in Landlord's sole discretion. Tenant acknowledges that any improvements installed by Tenant shall comply with all applicable laws, codes, and regulation, including any special requirements that may result from the historical character of the Premises.

4.2. LANDLORD'S INSPECTION. With reasonable prior notice and compliance with any safety conditions or requirements of Tenant or its contractors, the construction of the Tenant's improvements shall be subject to reasonable inspection by the Landlord to ensure compliance with the terms and conditions of this Agreement, provided, however, the Landlord shall indemnify, defend, and hold harmless the Tenant in connection with any such inspection. By entering this Agreement, the Landlord is not acting in any regulatory capacity, and the design and construction of Tenant's improvements is subject to review and approval by, without limitation, the City's Building and Public Works departments.

4.3. USE OF LEASED PREMISES. Tenant shall use the Leased Premises for the purpose creating and operating an office and wet lab/research facility.

Tenant shall not use or permit the Leased Premises to be used for any other purpose or purposes except as otherwise provided herein without the prior written consent of Landlord which can be withheld at the sole discretion of Landlord. Tenant agrees that the abandonment of the Leased Premises by Tenant,

defined as continuous non-use of the Leased Premises for a period of more than thirty (30) calendar days shall constitute a Tenant Event of Default under this Lease.

Tenant's use of the Building and Leased Premises shall be subject to, and Tenant shall comply with, the Rules and Regulations attached hereto as Exhibit C.

4.4 **EVENT SPACE.** The Parties acknowledge that the Building contains an area for the holding of group meetings, receptions or other similar events. Landlord agrees that such area will be made available by Tenant and invitees of Tenant for such purposes. Landlord agrees that Tenant shall have the right to use the event space at no charge to Tenant. Tenant agrees that the use by any invitees of Tenant will be pursuant to a use agreement between Tenant and the invitees in a form approved by Landlord. Any revenue received by Tenant in connection with the event space shall belong to Tenant.

4.5. **PROHIBITION ON LIENS.** Tenant shall pay when due all claims for labor and material furnished to the Leased Premises other than any claims caused by or for the benefit of Landlord. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work on the Leased Premises by Tenant or on its behalf. Landlord may elect to record and post notices of non-responsibility on the Leased Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant which might be or become a lien or encumbrance or other charge (collectively a "**Charge**") against or upon the Leased Premises or any part thereof. If any Charge by a person engaged by Tenant or Tenant's contractor to work on the Leased Premises shall be filed against or upon the Leased Premises or any part thereof, Tenant shall within thirty (30) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord promptly upon demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no Charge shall be allowed against the estate, right, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Leased Premises or provide materials therefore.

Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any Charge so long as (i) such contest is diligently pursued, and (ii) Landlord reasonably determines that such contest suspends the obligation to pay the Charge and that nonpayment of such Charge will not result in the sale, loss, forfeiture or diminution of the Leased Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the Charge shall be paid prior to the date any writ or order is issued under which the Leased Premises may be sold, lost or forfeited.

4.6. **MAINTENANCE OF THE LEASED PREMISES.**

A. Landlord shall be responsible for maintenance of the Leased Premises and shall have the obligation to repair all components of the electrical, mechanical, plumbing, heating, air conditioning and ventilation systems which serve the Leased Premises; the foundations, exterior structural walls and structural roof of the Leased Premises; windows, doors, plate glass or the interior surfaces of exterior walls of the Leased

Premises.

B. Tenant shall keep the Leased Premises in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the Leased Premises. Tenant shall further not suffer or permit any person to commit any waste on the Leased Premises.

C. Landlord shall provide all maintenance including, but not limited to, Parking Lot maintenance, landscaping, pest control, air filter replacement, fire extinguisher maintenance and inspection, and fire suppression maintenance and inspections for the Leased Premises. Landlord's failure to maintain the Leased Premises shall constitute an Event of Default by Landlord.

4.7. UTILITIES. Landlord shall provide all utilities required for the use of the Leased Premises at Landlord's cost and expense, including, without limitation, electrical, water, sewage, gas, waste removal cable and wireless Internet access.

4.8. COMPLIANCE WITH THE LAW. Landlord and Tenant shall not use or knowingly permit any person to use all or any portion of the Leased Premises in any manner which violates any laws, ordinances, or regulations of the United States; the State of Nevada; Clark County, Nevada; or City of Las Vegas, Nevada; or any other government authority having jurisdiction over the Leased Premises.

4.9. ENVIRONMENTAL CONDITIONS.

A. NO HAZARDOUS SUBSTANCES. "**Hazardous Substance**" means 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, fuel additives, and any other 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 government authority or environmental laws; or (c) a basis for liability to any government authority or third party under any regulatory, statutory or common law theory. "**Environmental Law**" means any applicable 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 government authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, environmental condition or Hazardous Substance.

Tenant shall not have any liability whatsoever under this Lease to Landlord for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Leased Premises prior to or as of the Commencement Date. After the Commencement Date, Tenant shall not use the Leased Premises, or permit any entity or person to use the Leased Premises, for the generation, storage, manufacture, production, releasing, discharge, or disposal or any Hazardous Substances; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Substances to the extent packaged and contained in cleaning or office products for consumer use in quantities for ordinary day-to-day use. If Tenant knows, or has reasonable cause to believe, that Hazardous Substances have come to be

located in, on, under or about the Leased Premises during the Term, Tenant shall promptly give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Substances including but not limited to all such documents as may be involved in any reportable use involving the Leased Premises during the Term. If any Hazardous Substances, other than Known Hazardous Substances, are present in or about the Leased Premises during the Term, Landlord shall have the right upon twenty-four (24) hour advance written notice to Tenant to engage a consultant to inspect the Leased Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to its use of such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All reasonable costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand therefor by Landlord. No termination, cancellation, or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Article, unless specifically so provided in such agreement.

B. ENVIRONMENTAL INDEMNITY. Tenant shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Leased Premises prior to or as of the Commencement Date. Tenant shall indemnify, protect, defend and hold Landlord, its Mayor, Council Members, officers, employees and agents, and the Leased Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (i) Tenant's failure to use or occupy the Leased Premises in a manner consistent with Applicable Environmental Guidance; or (ii) any Hazardous Substances brought onto the Leased Premises by or for Tenant or by anyone under Tenant's control after the Commencement Date and during the Term ("**Covered Hazardous Substances**"). Tenant's indemnification obligations under this Article shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant during the Term, and the cost of investigation (including reasonable consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Article, unless specifically so provided in such agreement. Tenant's indemnity obligations provided in this Article shall include, without in any way limiting the foregoing:

(1). All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(2). Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws or Environmental Laws; and

(3). Liability for personal injury or Leased Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's environmental indemnity obligations in this Article shall survive termination of this Lease.

ARTICLE 5

ASSIGNMENT AND SUBLETTING

5.1. **ASSIGNMENT PROHIBITED.** Tenant shall not transfer or assign this Lease, in whole or in part, or permit the use of the Leased Premises by any person or persons other than Tenant, or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease.

5.2. **CONSENT REQUIRED.** Any assignment or subletting without Landlord's consent, in its sole discretion, shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

ARTICLE 6 LEASEHOLD ENCUMBRANCES

6.1. **NON-SUBORDINATION.** The fee estate in the Building and Landlord's interest under this Lease shall not be subordinate to, and Landlord shall not be required to subject its fee estate and interest in the Leased Premises or this Lease, to the lien of any financing or mortgage sought or obtained by Tenant, including, without limitation, any leasehold mortgage.

6.2. **NO RIGHT TO ENCUMBER.** Tenant has no right to hypothecate, pledge, encumber or mortgage its interest in this Lease, the leasehold estate in the Leased Premises created hereby, or any part or parts thereof or interest therein.

ARTICLE 7 INDEMNIFICATION

7.1. **INDEMNITY.**

A. Tenant shall indemnify and hold harmless Landlord and its Mayor, Council Members, officers, employees and agents of Landlord (collectively, the "**Landlord Parties**") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges (collectively the "**Losses**") arising from or in connection with any of the following during the Term (i) Tenant's use of the Leased Premises by Tenant or any other party entering the Building and/or the Leased Premise in connection with Tenant's use of the Leased Premises, regardless of the presence or absence of negligence by Tenant or such other party,, or (ii) the conduct of Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Leased Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Tenant agrees that it is assuming the sole risk of any Losses related to the contraction by Tenant's employees, contractors, agents and any other person accessing the Leased Premises in connection with Tenant's use of the Leased Premises of any viral infection or other disease, including, without limitation, COVID-19, related to Tenant's use of the Sites and that Tenant's indemnity obligations contained herein cover any such Losses.

If any action or proceeding be brought against Landlord by reason of any such claim, at Landlord's option Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby

assumes all risk of damage to property or injury to persons in or upon the Leased Premises arising from any cause during the Term and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Article shall survive any termination of this Lease. The Parties hereto understand and agree that neither this Article nor any other provision of this Lease shall constitute a waiver by Tenant of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Tenant's status as a political body of the State of Nevada, and that Tenant's indemnifications hereunder are limited by and subject to Chapter 41 of NRS

B. The Landlord Parties shall not be liable for any and all Losses arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant, its board members, officers, employees, agents, volunteers, invitees, customers, or any other person in or about the Leased Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in the quality or quantity of any utilities or services supplied to the Leased Premises; (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Leased Premises; (e) the interruption for any reason in the use of the Leased Premises; (f) the destruction of the Leased Premises; or (g) any conditions arising in or about the Leased Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Without limiting the foregoing, the Landlord Parties shall not be liable for any and all Losses arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Leased Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Leased Premises or any other place upon or near the Leased Premises; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Leased Premises; or (x) any act or omission of the Parties (other than Landlord or the Landlord Parties) nor, unless otherwise permitted under this Lease, shall any of the foregoing work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default.

C. Indemnity Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall be liable for, and Tenant shall not be obligated to indemnify and hold the Landlord Parties harmless from and against, any Losses arising from or in connection with any of the foregoing arising prior to the Commencement Date or by reason of any act, omission or gross negligence of any of the Landlord Parties.

D. Landlord Indemnification Obligations. Tenant and its Tenant, its board members, officers, employees, and agents (collectively, the "**Tenant Indemnified Parties**") shall not be liable for, and Landlord shall indemnify and hold the Tenant Indemnified Parties harmless from and against, any Losses arising from or in connection with (i) any gross negligence or willful act by Landlord or (ii) any default in

the performance of any obligation on Landlord's part to be performed under the terms of this Lease. The Parties hereto understand and agree that neither this Article nor any other provision of this Lease shall constitute a waiver by Landlord of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Landlord's status as a political subdivision of the State of Nevada, and that Landlord's indemnifications hereunder are limited by and subject to the liability limitations set forth in Chapter 41 of NRS.

ARTICLE 8 INSURANCE

8.1. **MAINTAIN INSURANCE POLICIES.** Tenant shall, at Tenant's expense, maintain in force and effect on the Leased Premises at all times the following:

(i) Commercial General Liability Insurance (Broad Form Commercial) in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate insuring against personal injury (including wrongful death) and property damage.

(ii) Employer's Liability Insurance/Work's Compensation Insurance protecting Tenant in compliance with statutory requirement during the use of the Suite or performance of this Lease.

(iii) The insurance company issuing the policies required herein shall hold a "General Policyholder's Rating" of A or better, as set forth in the most current issue of "Best's Insurance Guide." Tenant shall deliver to RDA, prior to entering upon the Suite, original certificates evidencing the existence and amounts of such insurance.

(iv) Each policy of insurance provided by Tenant shall be endorsed to provide that the policy shall be not cancelable, or subject to reduction of coverage, except after thirty (30) days prior written notice has been provided to RDA and Tenant. Tenant shall, within thirty (30) days prior to the expiration, cancellation or reduction of any policy required herein, furnish Landlord with a renewal or binder for new insurance required under this Lease. The Landlord Parties shall be named as additional insured parties on each insurance coverage required herein.

(v) Landlord's insurance coverage required herein shall be the primary coverage with respect to the Landlord Parties and shall provide for a waiver subrogation against them.

B. When required by Applicable Laws, Worker's Compensation and Employer's Liability Insurance covering all persons subject to the workers' compensation laws of the state of Nevada.

8.2. **NO PROHIBITED ITEMS OR USE.** Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

8.3. Tenant's Personal Property and fixtures belonging to Tenant shall be placed and remain on the Leased Premises at Tenant's sole risk. Tenant may at its sole discretion keep in force commercial property insurance covering Tenant's Personal Property in the Leased Premises for its full replacement cost against loss or damage by perils covered by Causes of Loss – Special Form Insurance (Commercial Property Coverage Form ISO CP 10 30) or its equivalent, or Tenant will assume the risk of loss of its personal property caused by such perils.

ARTICLE 9

DAMAGE OR DESTRUCTION OF LEASED PREMISES; CONDEMNATION

9.1. Any damage or destruction to the Leased Premises that is not a result of the negligence or willful misconduct of Tenant shall be promptly repaired by Landlord. If the damage or destruction make the Leased Premises uninhabitable for the Tenant's use contemplated in this Lease, Tenant may terminate this Lease immediately with no further obligation of Tenant.

B. Landlord and Tenant agree that any insurance proceeds payable in connection with damage or destruction of the Leased Premises shall be payable directly to Landlord. Repairs to the Leased Premises shall be at performed by the Landlord at Landlord's sole discretion.

9.2. CONDEMNATION. Should the whole or any part of the Leased Premises be condemned or taken by a competent condemning authority for any public or quasi-public purpose, Tenant and Landlord shall each be entitled to seek recovery of condemnation proceeds for their respective interests in the applicable portion of the Leased Premises, and any fixtures, equipment, or personal property that is taken by the condemning authority. For purposes of this Article, a deed granted in lieu of condemnation shall be deemed a taking. If the whole of the Leased Premises is condemned or taken, then this Lease shall terminate upon the taking of physical occupancy by the condemning authority. If the whole of the Leased Premises is condemned or taken, then this Lease shall terminate as to such Leased Premises. If a part of either the Leased Premises is taken which materially interferes with Tenant's use of the Leased Premises, as applicable, Tenant shall have the option to terminate this Lease with respect to Leased Premises, as applicable, by notifying Landlord of such election in writing within sixty (60) days after such taking. In no event shall a taking terminate this Lease without such notification. If such partial taking does not result in termination of this Lease in its entirety, this Lease shall continue in full force and effect.

ARTICLE 10 DEFAULTS BY TENANT; REMEDIES

10.1. TENANT'S DEFAULT. Each of the following events shall be deemed to be events of default by Tenant under this Lease (each, a "**Tenant Event of Default**" and collectively, "**Tenant Events of Default**"):

A. Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for ten (10) days after written notice thereof from Landlord;

B. Except as provided in paragraph (c) next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said ten (10) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than forty-five (45) days after such written notice;

C. Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of ten (10) days after written notice thereof by Landlord to Tenant; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such ten (10) day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Tenant shall, within

such ten (10) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

D. There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) calendar days; and

E. If Tenant abandons or vacates the Leased Premises for thirty (30) consecutive days of continuous non-use or fails to operate the Leased Premises for the purposes contemplated in this Lease for ninety (90) consecutive days, and such conditions are not caused by the Leased Premises being Damaged or condemned or due to any situation contemplated by Article 13.4.

10.2. REMEDIES. Upon the occurrence of any Tenant Event of Default, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

A. Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord, or, if permitted by Applicable Laws, Landlord shall have the right to effect a lock out of Tenant from the Leased Premises, in which event Tenant hereby releases Landlord from any and all damages including, but not limited to, damages related to interruption of Tenant's business.

B. Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the Leased Premises, and (ii) enforce any rights Landlord may have against said Leased Premises or store any personal property remaining in the Leased Premises in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such Leased Premises, whether of Tenant or any third party whomsoever;

C. Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

D. In addition, Landlord shall have all other remedies available to Landlord.

10.3. TERMINATION REQUIRES SPECIFIC NOTICE. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to Article 11.2.A and 11.2.B, or by any action in unlawful detainer or otherwise to obtain possession of the Leased Premises, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

10.4. REMEDIES CUMULATIVE. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

10.5. NO WAIVER. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any

other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

10.6. LEGAL PROCEEDINGS. Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with (i) any Tenant Event of Default, whether or not suit is commenced or judgment entered or (ii) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for a Tenant Event of Default or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

ARTICLE 11 LANDLORD'S DEFAULT; REMEDIES

11.1. LANDLORD'S DEFAULT. Each of the following events shall be deemed to be events of default by Landlord under this Lease (each, a "**Landlord Event of Default**", and collectively, "**Landlord Events of Default**"):

A. Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant; and

B. Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence; and

C. Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of ten (10) days after written notice thereof by Tenant to Landlord; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such ten (10) day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Landlord shall, within such ten (10) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence; and

11.2. TENANT'S REMEDIES. Upon the occurrence of any Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

A. Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

B. Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by

Tenant to cure the default. Tenant shall be permitted to offset said costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

ARTICLE 12 QUIET ENJOYMENT

12.1. Tenant, upon paying the rentals and other payments herein required and upon performance of all of the terms, covenants and conditions of this Lease on its part to be kept, may quietly have, hold and enjoy the Leased Premises during the Term without any disturbance from Landlord or from any other person claiming through Landlord, except as expressly provided otherwise in this Lease.

ARTICLE 13 MISCELLANEOUS

13.1. INCORPORATION OF TERMS. Exhibits referenced herein and attached hereto are incorporated into this Lease by reference and made a part hereof.

13.2. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and any other person or entity (including, without limitation, Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

13.3. SUCCESSORS AND ASSIGNS. The Parties that all the provisions of this Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, and permitted successors and assigns.

13.4. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant obligations to pay Rent or excuse such obligations as this Lease may otherwise impose on the party to obey, remedy, or avoid such event.

13.5. NO WAIVER. A waiver of any given breach or default shall not be a waiver of any other breach or default. The City's consent to or approval of any act by the Tenant's requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

13.6. NOTICE. All notices required or permitted under this Lease shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

To Landlord: Las Vegas Redevelopment Agency
City Hall, Sixth Floor
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-5036 Fax: (702) 385-3128
Attention: William Arent
Email: barent@lasvegasnevada.gov

with copy to: City Attorney
City Hall, Sixth Floor
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 386-1749
Attention: John Ridilla
Email: jridilla@lasvegasnevada.gov

To Tenant: Heligenics, Inc.
929 Via Doccia Court
Henderson, NV 89011
Phone: 800-977-5962
Attention: Dr. Martin R. Schiller, PhD, CEO
Email: Mschiller@heligenics.com

13.7. RECORDING. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Clark County Recorder's Office in its sole discretion.

13.8. SEVERABILITY. It is agreed that, if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

13.9. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Lease or any alleged breach thereof. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage.

13.10. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict this Lease. This Lease, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral

agreements acceptable to both parties have been merged into and are included in this Lease. There are no other representations, covenants or warranties between the parties and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Lease. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

13.11. CAPTIONS; INTERPRETATION. The captions and article numbers appearing herein are for convenience only, are not operative parts of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language

13.12. THIRD PARTIES. Nothing in this Lease, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Lease.

13.13. CONSENT OF THE PARTIES. Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned or delayed, unless otherwise expressly provided; provided, however, that Tenant acknowledge that, for so long as Landlord is a governmental agency, any consent or approval required of Landlord under this Lease, may require Landlord to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

13.14. NON-DISCRIMINATION. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, sexual orientation, gender identity or expression, creed, national origin, or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Leased Premises or any portion thereof.

13.15. AMENDMENT OR MODIFICATION. Upon approval of this Lease by the City Council and after it has been fully executed by signature of all Parties, the Real Estate Administrator shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of this Lease. This may include amendments, changes of address, adjustments to monetary revenue or expenditures not to exceed TEN THOUSAND DOLLARS (\$10,000), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office.

13.16. COUNTERPARTS; ELECTRONIC DELIVERY. This Lease may be executed in counterparts, and 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, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

13.17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

13.18 CONFLICTS. Any official of Landlord or City, who is authorized in such capacity and on behalf

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

13.19 DISPUTES. In the event of a dispute arising under this Lease, the Parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes that cannot be informally resolved shall be litigated rather than submitted to arbitration. The Agreement shall be governed by the laws of the State of Nevada, and venue for any litigation shall be in the Eighth Judicial District Court for Clark County. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (c) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13.20 PUBLIC RECORDS ACT. Tenant acknowledges that Landlord and City are subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statutes (the "Public Records Act") and all records related to this Lease and Tenant's activities under this Lease and in the will be subject to the Public Records Act. Therefore, notwithstanding anything to the contrary contained in this Lease, the Tenant, acknowledges and agrees that (i) Landlord and City are subject to the requirements and obligations for disclosure of the Public Records Act and (ii) the records of the Landlord and City are subject to inspection and reproduction by the general public. Tenant, therefore agrees (i) that any disclosure of by the Landlord and/or City pursuant to the Public Records Act shall not be a violation and/or a default whatsoever of this Lease by the Landlord and/or City and (ii) any disclosure by the Landlord and/or City with respect to this Lease pursuant to the Public Records Act is permitted under this Lease and shall not require the prior consent of the Tenant.

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IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date as defined herein.

LAS VEGAS REDEVELOPMENT AGENCY

By: _____
Carolyn G. Goodman, Chair

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

Michael Niarchos 7/20/2020

By: _____
Deputy City Attorney Date

HELIGENICS, INC.

By: _____
Dr. Martin Schiller, PHD, CEO

EXHIBIT A

DEPICTION OF LEASED PREMISES

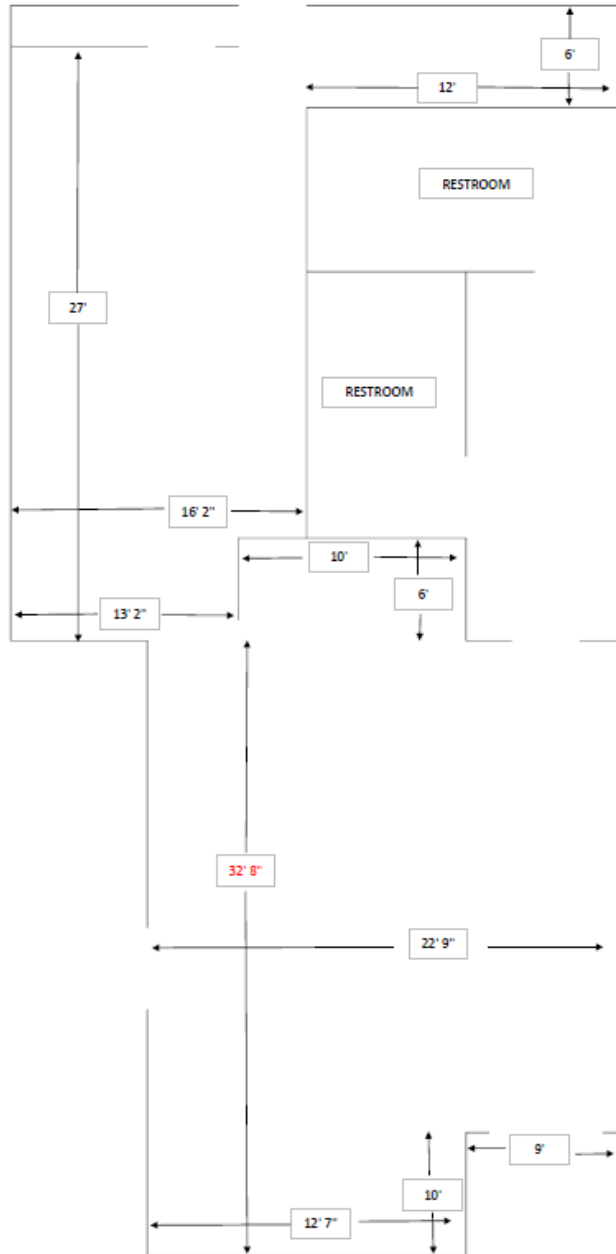


EXHIBIT B

Tenant Work

Pre-Move-in Work - Phase 1

- Remove Kitchen cabinets to loading dock
- Repair hole in wall under kitchen sink (allowing animals etc. to enter space)
- Add water supply to alcove next to Kitchen (Drain already present)
- Install water filter/water polisher
- Add additional ceiling lighting to kitchen
- Check and fix wall and floor outlets for power
- Clean widows
- Repair damaged drywall on ceiling and walls
- Paint all areas in white semi-gloss
- Strip & re-wax tile floor
- Clean sinks, countertops and bathrooms

Phase 2

- Install wall mounted cabinets
- Install $\frac{3}{4}$ height wall for lab separation
- Install carpet protection tiles in lab area

Phase 3

- Install cubicles
- Add wiring for cubicles to outlets where needed
- Install lab benches

Landlord Work

- Install badge readers for Heligenics' staff
 - Tenant to have access to entry/exit log.

EXHIBIT C

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Landlord will provide electronic key access for outside and inside access to tenant space through current building access system. Tenant shall bear the cost of any lock changes or repairs required by Tenant after occupancy commences. For non-electronic access controlled doors, two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in Las Vegas, Nevada. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours established by Landlord from time to time, in such specific elevator and by such personnel as shall be designated by Landlord.

6. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. Tenant shall not

disturb, solicit, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same. Landlord agrees to allow tenant to place company name and logo on sign in rear parking lot.

8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have caused same.

9. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's prior written consent. Tenant shall not purchase towel, linen, maintenance or other like services from any person or persons not approved by Landlord.

10. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

11. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material. Tenant shall provide material safety data sheets for any Hazardous Material used or kept on the Premises.

12. Tenant requires lab temperature to be a constant 70 degrees. Unless temperature falls below 70, tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

13. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. Tenant shall not throw anything out of doors, windows or skylights or down passageways.

14. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals, birds, fish, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.

15. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes.

16. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises provided for in the Summary. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenant shall not engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises.

17. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

18. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.

19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall participate in recycling programs undertaken by Landlord.

20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Las Vegas, Nevada without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes at such times as Landlord shall designate. Tenant shall make alternate arrangements, at Tenant's cost, for the disposal of high volumes of trash in excess of the amount determined by Landlord to be an office tenant's typical volume of trash (i.e., excessive moving boxes or shipping materials). If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

22. Any persons employed by Tenant to do janitorial work shall be subject to the prior written approval of Landlord, and while in the Building and outside of the Premises, shall be subject to and under the control and direction of the Building manager (but not as an agent or servant of such manager or of Landlord), and Tenant shall be responsible for all acts of such persons.

23. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard drapes. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance in writing by Landlord. Tenant shall keep its window coverings closed during any period of the day when the sun is shining directly on the windows of the Premises. Prior to leaving the Premises for the day, Tenant shall draw or lower window coverings and extinguish all lights. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Common Areas.

24. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

25. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

26. Tenant must comply with all applicable "**NO-SMOKING**" or similar ordinances. If Tenant is required under the ordinance to adopt a written smoking policy, a copy of said policy shall be on file in the office of the Building.

27. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Project. Tenant hereby assumes all

responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.

28. Tenant shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.

29. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.

30. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.

31. Duplicate

32. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate, visibly marked and properly operational fire extinguisher next to any duplicating or photocopying machines or similar heat producing equipment, which may or may not contain combustible material, in the Premises.

33. Tenant shall not permit any portion of the Project, including the Parking Facilities, to be used for the washing, detailing or other cleaning of automobiles. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.