

GROUND LEASE

This Ground Lease (“Ground Lease”) is between Washoe County, a political subdivision of the State of Nevada, as lessor (“Lessor” or “Washoe County”), and Accessible Space Inc., a Minnesota non-profit corporation, as lessee (“Lessee” or “ASI”).

ASI is a corporation for public benefit, as defined by NRS 82.021. ASI wants to use Washoe County property to develop affordable supportive housing (the “Project”). The property that ASI wants to use for the Project is a portion of the CARES campus, located on APN 008-211-50 (the “Property”). The land for the Project is depicted on Exhibit **A**, attached to this Ground Lease.

The Project will provide supportive housing to individuals transitioning out of homelessness who are unable to live independently in Northern Nevada. The Project includes housing that provides supportive services for individuals placed from the Regional Homeless Community Queue of individuals waiting for housing who would otherwise remain or become homeless due to their medical, physical, intellectual, or mental health condition. Program entry and exit data for support housing units will be reported in regional Homeless Management Information System (HMIS).

Washoe County is interested in ASI using the Property for the Project. ASI wants to complete the Project with grant and/or loan resources and without Washoe County contributing funds to the Project’s costs. ASI retains the right to pursue any affordable housing funding available to developers in Washoe County. ASI has obtained an initial grant funding for the Project and is applying for additional funding.

Washoe County wants to lease the Property to ASI and ASI wants to lease the Property from Washoe County under this Ground Lease’s terms, pursuant to NRS 244.284. As set forth in more detail herein, ASI’s use of the Property will be restricted to the charitable and civic purpose of constructing and operating the Project.

Therefore, Washoe County and ASI agree as follows:

1. Lease.

1.1 Washoe County leases the Property to ASI and ASI leases the Property from Washoe County. On ASI paying rent and fulfilling its other obligations under this Ground Lease, ASI shall peaceably and quietly have the Property for the Project. Washoe County shall not interfere with ASI using the Property except as set forth in this Ground Lease.

2. Term.

2.1 Although effective upon the Effective Date, this Ground Lease’s term is 30 years, beginning the date this Ground Lease is executed by both parties. The Ground Lease may be terminated earlier according to its terms.

2.2 If ASI is not in default under this Ground Lease, then any time before this Ground Lease’s initial term expires, ASI shall have the right to extend the term of this Ground Lease for an additional 30-year period upon the same rent and other provisions set forth in this Ground Lease. The parties may enter into additional extensions of the Ground Lease’s term. ASI’s

exercise of the option for an additional 30-year term and the extensions of the Ground Lease's term beyond the 30-year option, if any, must be in writing.

2.3 Phase I of the Project to include 50 units of supportive housing shall be completed by January 1, 2026. Phase II of the Project to include 70 units of affordable housing targeting 30%-60% Area Median Income shall be completed by January 2, 2029 unless agreed upon by both parties in writing. If the Project is not complete by January 1, 2029, this Ground Lease will become void and ASI shall surrender the Property, building, and other improvements on the Property to Washoe County free of liens and encumbrances.

2.4 Washoe County is in the process of adjusting the parcel boundary lines. Washoe County intends to transfer ownership of the adjusted parcel to ASI, free of liens and encumbrances subject to approval by Washoe County Board of Commissioners.

3. Rent. ASI agrees to pay to Washoe County \$1 per year for the Property during the Ground Lease's term. Washoe County states that it has received from ASI an advanced payment of \$30.00 for rent during this Ground Lease's initial term.

4. The Project.

4.1 ASI may use the Property to complete the Project, including constructing the housing and any necessary appurtenances.

4.2 ASI may begin constructing the Project after the Ground Lease's Effective Date.

4.3 Any time before ASI begins constructing the Project, ASI may terminate this Ground Lease.

4.4 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of (i) principal and agent, (ii) a partnership, or (iii) a joint venture between the parties hereto; it being understood and agreed that neither any provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Washoe County and ASI.

4.5 This Ground Lease is not intended to create any employer-employee relationships. Any persons contracted by, employed by, or volunteering for Lessee are not Lessor's employees or contractors.

4.6 ASI shall construct the Project in a safe, workmanlike manner so as not to prove hazardous to Lessor and/or the public.

4.7 ASI shall ensure that any necessary utilities including electricity, water, sewer, trash, and telephone service are provided for the construction and operation of the Project.

4.8 Once construction is complete, ASI shall be responsible for any maintenance associated with buildings, grounds and other improvements with the Project on the Property.

5. Limitations on Use.

5.1 ASI shall only use the Property for the charitable and civic purpose of the Project. ASI shall not use or permit any part of the Property to be used for any purpose other than the Project. In the event ASI uses the Property for anything other than what is necessary to carryout the Project, these lease shall terminate subject to the terms of Section 14 of this Ground Lease.

5.2 ASI shall only use the Property in conformance with any and all applicable laws, regulations, ordinances, rules, and ordinances of any governmental or regulatory body or agency having jurisdiction over the Property (collectively, the “Laws”), including, without limitation, any Laws that may govern, apply to, or affect any Uses, any environmental Laws, and any local or state laws. ASI shall be solely responsible for compliance with all Laws, including those relating to business licenses, registering to do business in Nevada, fictitious business name filings, employment, and public and disability access (including the Americans with Disabilities Act).

5.3 ASI agrees, during the term of this Ground Lease, to protect, to the extent within ASI 's control, any rights held by Washoe County and utilized by ASI, and to not allow any third party, to the extent within ASI's control, to obtain any prescriptive rights to use of the Property.

5.4 ASI shall not cause unlawful levels of any Hazardous Wastes or Substances (as hereinafter defined) to be used, generated, stored or disposed of, on, under or about, or transported to or from, the Property without first receiving Washoe County's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at ASI's sole cost and expense) with all applicable regulations and using all necessary and appropriate precautions. Except to the extent caused by Washoe County, its contractors, employees or agents, or to the extent ASI proves that Hazardous Wastes and Substances are present on or under the surface of the Property prior to the Commencement Date Landlord shall not be liable to ASI for any hazardous materials activities involving Hazardous Wastes and Substances by ASI, ASI 's employees, agents, contractors, licensees or invitees, regardless of whether or not Washoe County has approved ASI's hazardous materials activities involving Hazardous Wastes and Substances. Except to the extent caused by Washoe County, or until ASI proves that Hazardous Wastes and Substances are present on or under the surface of the Property prior to the Commencement Date its contractors, employees or agents, ASI agrees, at Washoe County's option, to indemnify, protect, defend and hold Washoe County, its agents, servants and employees and the Property harmless against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of the contamination of the surface or subsurface soil and/or water surrounding areas by “Hazardous Wastes or Substances” (as hereinafter defined). The parties intend that the term “Hazardous Wastes or Substances” shall be defined as set forth in the applicable statutes, ordinances, rules, regulations and orders of the feral federal, state and local governments, including all agencies thereof, and shall include, but not be limited to, the statutes noted below and also include any successor statutes thereto: the Comprehensive Environmental response, Compensation and Liability Act of 1980 (42 U.S.C. Sections 9601 et seq.); the Superfund Amendment of the Reauthorization Act of 1986 (42 U.S.C. Section 9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); the Clean Water Act (33 U.S.C.

Section 1251 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code Section 1251 et seq.); the Hazardous Waste Control Law (Health and Safety Code Section 25100 et seq.); the Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.); the and Chapter 6.7 of the health and Safety Code (Health and Safety Code Section 25280 et seq.); and the Hazardous Materials Transportation Act (19 U.S.C. Section 1802). Landlord and ASI hereby acknowledge and agree that the obligations of ASI set forth in this Section shall survive the expiration or early termination of this Ground Lease and shall be enforceable by Washoe County at any time thereafter. ASI shall comply with the requirements of the Nevada Health and Safety Code.

6. Property Condition.

6.1 Washoe County has not made and does not make any representation as to the Property's condition or the Property's fitness or security for any specific use.

6.2 ASI has examined or otherwise has knowledge of the condition of the Property prior to the execution and delivery of this Ground Lease, including of the environmental assessment conducted on the Property. Regardless, however, of any inspection made by ASI of the Property and whether or not any patent or latent defect or condition was revealed or discovered thereby, ASI is leasing the Property "as is" in its present condition as of the Effective Date of this Ground Lease. Washoe County is in the process of demolishing the existing warehouse and remediating the underground storage tanks noted in the Phase I Environmental Site Assessment dated October 16, 2020 prepared by NOVA Geotechnical & Inspection Services, Project No. E.19-017-007.

6.3 Except for claims or actions arising from Washoe County's obligations herein, ASI waives and releases any claim or action against Landlord in respect of the condition of the Property including any defects or adverse conditions latent or patent, matured or unmatured, known or unknown by ASI or Washoe County as of the date hereof. ASI ACKNOWLEDGES THAT WASHOE COUNTY (WHETHER ACTING AS LESSOR HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL WASHOE COUNTY BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (i) ITS FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (iii) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (iv) VALUE, (v) COMPLIANCE WITH SPECIFICATIONS, (vi) LOCATION, (vii) USE, (viii) CONDITION, (ix) MERCHANTABILITY, (xii) QUALITY, (xiii) DESCRIPTION, (xiv) DURABILITY, (xv) OPERATION, (xvi) THE EXISTENCE OF ANY HAZARDOUS MATERIAL, OR (xvii) COMPLIANCE OF THE PROPERTY WITH ANY LAW (INCLUDING ENVIRONMENTAL LAWS OR THOSE OF THE STATE OF NEVADA) OR LEGAL REQUIREMENTS. ASI ACKNOWLEDGES THAT THE PROPERTY HAS BEEN INSPECTED BY ASI AND THE PROPERTY CONDITIONS ARE SATISFACTORY TO IT, PENDING REMOVAL AND REMEDIATION OF UNDERGROUND STORAGE TANKS NOTED IN THE PHASE I ENVIRONMENTAL SITE ASSESSMENT DATED OCTOBER 16, 2020 PREPARED BY NOVA GEOTECHNICAL & INSPECTION SERVICES, PROJECT NO. E.19-017-007.. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN

THE PROPERTY OF ANY NATURE, WHETHER LATENT OR PATENT, AS BETWEEN WASHOE COUNTY AND ASI, WASHOE COUNTY SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). THE PROVISIONS OF THIS SECTION 6.3 HAVE BEEN NEGOTIATED, AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY WASHOE COUNTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT OR ARISING OTHERWISE.

7. Washoe County's Right to Enter.

7.1 Washoe County specifically reserves the right for itself and any contractors to enter and alter the Property. Washoe County intends to conduct to construct, operate, add, modify, demolish, and maintain utility infrastructure, fencing, buildings, building demolition, soil remediation, soil testing, geomatic testing and surveying.

7.2 Upon reasonable notice to ASI (and without notice in emergencies), Washoe County and its authorized representatives may enter the Property at all reasonable times to determine whether the Property is in good condition and repair in accordance with the standards set forth in this Ground Lease, to determine whether ASI is complying with its obligations under this Ground Lease, to perform any maintenance or repair of the Property which ASI has not performed, to service, post or keep posted any notices required or allowed under the provisions of this Ground Lease or law, to show the Property to prospective brokers, agents, buyers, transferees, lenders or tenants, or to do any other act or thing necessary for the safety or preservation of the Property. Washoe County shall conduct its activities hereunder in a manner that will minimize inconvenience to ASI without incurring additional expense to Washoe County. Washoe County shall not be liable in any manner for any inconvenience, loss of business or other damage to ASI or other persons arising out of Washoe County's entry on the Property in accordance with this Section. No action by Washoe County pursuant to this Section shall constitute an eviction of ASI, constructive or otherwise. Twenty-four hour oral or written notice shall be considered reasonable notice.

7.3 In addition to other terms of this Ground Lease, ASI shall hold harmless, indemnify and defend Washoe County, its officers, agents contractors, and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury, death or property damage to any person, including ASI's employees and agents, caused by any action, either direct or passive, or the omission, failure to act or negligence, its employees, agents or representatives, and any action arising out of Washoe County's activities on or near the Property.

Washoe County shall hold harmless ASI from any loss or liability resulting from any cause of action against ASI based solely on ASI's role as tenant of the Property. This clause does not extend to any claim or action based on bodily injury, death or property damage to any person, caused by any action, either direct or passive, or the omission, failure to act or negligence on the

park of ASI, its employees, agents, representative, and any action arising out of ASI's use of or activities on the Property.

8. Licenses and Insurance During Construction. From this Ground Lease's Effective Date, ASI shall and shall cause any of its contractors to have all licenses the law requires. From the Ground Lease's Effective Date until ASI completes the Project, ASI shall, and shall cause its contractor to, have the insurance coverages required for ASI under this Ground Lease. ASI shall furnish Washoe County a copy of all such policies and shall be an additional insured under all policies.

9. Insurance.

9.1 From the Ground Lease's Effective Date until ASI completes the Project, ASI shall, and shall cause its contractor to, have the insurance coverages required for ASI under this Ground Lease. ASI shall furnish Washoe County a copy of all such policies and shall be an additional insured under all policies.

9.2 ASI, at its sole expense, shall:

9.2.1 Maintain fire insurance on all contents owned by Lessee located at the Property, and maintain fire and extended insurance for the Property itself during the term of this Ground Lease.

9.2.2 Secure and maintain comprehensive or commercial general liability insurance coverage (occurrence form). Coverage limits shall be not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. The policy shall be endorsed to add Washoe County as a Named Insured.

9.2.3 Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Property, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance, and

9.2.4 Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Building or the contents thereof releasing its subrogation rights against Lessor.

9.2.5 In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Property, or any parts thereof, Lessor shall notify Lessee in writing of such increase. Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate, if applicable, said circumstances that resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, where applicable, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

10. Indemnification and Hold Harmless.

10.1 If, before the Project is substantially complete, any building, fixture, or other improvement on the Property, except movable fixtures, furniture, or furnishings, is damaged or destroyed by fire or otherwise, ASI shall restore or rebuild the improvement as nearly as possible to the condition it was in before such damage or destruction. ASI shall use reasonable efforts to restore or rebuild the improvement as soon as possible, unless otherwise agreed upon in writing by both parties. So long as ASI complies with this section 10.1's requirements, no damage or destruction of the building or any of the fixtures or other property on the Property shall be grounds to terminate this Ground Lease or relieve ASI or Washoe County from any obligation this Ground Lease creates or imposes.

10.2 Except as expressly specified herein, Washoe County shall not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any and all costs, expenses, penalties, claims, demands, causes of action, losses, damages, judgments, attorneys' fees, and liabilities, in law or in equity, of every kind and nature whatsoever, arising from or related to ASI's operations under this Ground Lease, however caused, or arising from or related to any act or omission of ASI or of its contractors, invitees, agents or employees, including injury (including death) or damage to persons or property, or otherwise ("Claims"). ASI releases and holds harmless Washoe County for any such Claims.

10.3 With respect to any Proceeding brought by someone other than ASI or someone other than one or more Washoe County Indemnitees against one or more Washoe County Indemnitees and that arises out of this Ground Lease or ASI's use of the Property for the Project (each, a "Nonparty Claim"), ASI shall indemnify those Washoe County Indemnitees against all Indemnifiable Losses arising out of that proceeding. ASI shall indemnify Washoe County Indemnitees for any and all Claims on account of, arising out of, or related to ASI's operations under this Ground Lease, however caused, or arising from or related to any act or omission of ASI or of its contractors, invitees, agents or employees, including injury (including death) or damage to persons or property, or otherwise, regardless of any negligence of Washoe County or its directors, officers, employees, agents, or volunteers, except for the sole negligence or willful misconduct of Washoe County. ASI shall indemnify Washoe County Indemnitees for any and all Claims against Washoe County on account of, arising out of, or related to the failure, neglect, or refusal of ASI to faithfully perform all of its obligations under this Ground Lease.

10.4 In this Ground Lease, the following definitions apply:

10.4.1 "Washoe County Indemnitee" means Washoe County or any Representative.

10.4.2 "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses.

10.4.3 "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including

court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

10.4.4 "Loss" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

10.4.5 "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

10.4.6 "Representative" means any of Washoe County's directors, officers, or employees.

11. Mechanic's Liens.

11.1 If, as a result of any construction on the Property, the Property or any part of it, at any time during the Ground Lease's term, becomes subject to any vendor's, mechanic's, laborer's, materialman's, or other similar lien based on materials or labor provided to the Project, ASI shall cause the lien to be discharged of record with the Washoe County Recorder at ASI's sole cost and expense. And, after notice to Washoe County, ASI shall by appropriate proceedings that it institutes and prosecutes, contest in good faith the validity or the amount of any such lien. But, if Washoe County shall deliver to ASI an opinion of independent counsel to the effect that, by nonpayment for materials or labor provided to the Project, the interest created by the Ground Lease will be materially affected or the Project or Property will be subject to imminent loss or forfeiture, ASI shall promptly cause the lien to be discharged of record. If ASI fails to cause any such lien to be discharged of record, Washoe County may cause the lien to be discharged, and ASI shall reimburse Washoe County for the amount expended.

11.2 Washoe County shall not be liable for any work performed or to be performed by ASI or its contractor on the Property, or on the Project or for any materials furnished or to be furnished at the Property for ASI and that no mechanic's or other lien for such work or materials shall attach to the reversionary or other interest, if any, of Washoe County in the building or the Property.

11.3 Washoe County may record a notice of nonresponsibility in accordance with NRS 108.234.

12. Utilities and Taxes. ASI shall pay all charges for utilities provided to the Property, including power, water, and telephone. ASI shall pay all federal, state, county, or city agency or subdivision tax assessed against the Property or Project.

13. Assigns and Successors.

13.1 On written notice to ASI, Washoe County may assign its interests under this Ground Lease or sell or convey the Property. On receiving notice of Washoe County assigning this Ground Lease, ASI shall recognize the new owner as Lessor under this Ground Lease and will continue to be bound by the Ground Lease's terms and conditions.

13.2 Notwithstanding the foregoing section, Washoe County shall not sell, transfer, convey or otherwise assign its interest in the Property without first giving ASI the opportunity to acquire the Property. ASI shall have the ongoing right to purchase the Premises upon the same terms and conditions as are contained in any agreement that Washoe County, or its successors and assigns, is inclined to accept. Washoe County shall promptly send to ASI a copy of any such agreement within ten days of Washoe County's receipt, and ASI shall have 60 days after receipt of that agreement to exercise this right to purchase.

13.3 ASI shall not transfer or assign this Ground Lease or its rights and obligations under this Ground Lease without Washoe County's prior written consent.

14. Termination.

14.1 Washoe County may terminate this Ground Lease before it expires if ASI defaults under this Ground Lease and fails to reasonably cure such default. In addition to the other defaults under this Ground Lease, any of the following is a ASI default under this Ground Lease:

(a) ASI fails to complete the Project within three years from the date that it begins constructing the Project plus any extensions of time the parties agree to in writing;

(b) ASI fails to perform its obligations under this Ground Lease and ASI does not cure its failure within 60 days after written notice from Washoe County specifying the claimed failure(s) and directing ASI to take curative action;

(c) A lien of any kind is placed upon the Property, and the lien is not removed within 120 days after Washoe County provides ASI with notice of the lien;

(d) There is filed by or against the ASI as debtor, a petition under the U. S. Bankruptcy Code and such petition is not dismissed within one hundred twenty (120) days after the same is filed or ASI proceeds under any similar insolvency laws or proceeds to wind up its affairs;

(e) Washoe County discovers that any ASI material statement, representation, or warranty in this Ground Lease, or otherwise is false, misleading, or erroneous in any respect material to the Project.

(f) ASI fails to remain in good standing in the State of Nevada Secretary of State's office during the term of this Ground Lease after 30 days' prior written notice.

14.2 If ASI defaults under this Ground Lease and fails to cure the default within 90 days after Washoe County provides ASI with written notice that it failed to perform, ASI shall surrender the Property, building, and other improvements on the Property to Washoe County free of liens and encumbrances.

14.3 Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of this Ground Lease in any subsequent fiscal year after the effective date of the Ground Lease, Lessee hereby agrees to cancel this Ground Lease and hold Lessor

harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

15. Surrender of the Property. ASI agrees that, when this Ground Lease expires, including the 30-year option, if ASI exercises it, and any other extensions of time, ASI will surrender the Property, building, and other improvements on the Property to Washoe County, free of liens and encumbrances, except (i) the lien for current taxes, not yet delinquent, (ii) those portions of current assessments not yet due and payable, (iii) anything that affects title to the Project resulting from acts or omissions of Washoe County or consented to in writing by Washoe County, (iv) any liens or encumbrances existing at the commencement of the term of this Ground Lease or placed on the Project during this Ground Lease's term by Washoe County and ASI jointly, (v) any defects in title, covenants, conditions, restrictions, easements, rights-of-way of record, and leases or other tenancy agreements existing at the commencement this Ground Lease's term, and (vi) subleases covering portions of the Project executed by Washoe County during the term of this Ground Lease. ASI agrees to execute the instruments and do the things as Washoe County reasonably requests, all at Washoe County's expense, to transfer ASI's right, title, and interest in the building to Washoe County or its designee.

16. Defaults and Remedies.

16.1 Washoe County and ASI state that in the event ASI or Washoe County default in the performance of their respective obligations under this Ground Lease, either may take whatever other actions in law or in equity as might appear desirable to enforce performance and observance of their respective rights under this Ground Lease, including terminating this Ground Lease.

16.2 Despite anything to the contrary provided for in this Ground Lease, the rights of either party, in the event the other party breaches this Ground Lease, may not be exercised until written notice of the breach is given to the other party at the notice addresses provided in this Ground Lease. The breaching party shall have the right to cure the breach. Unless otherwise specified in this Ground Lease, the time to cure any breach shall be as follows: with respect to any breach that can be cured by payment of money within 15 days of receipt of written notice of the breach, or within 30 days thereafter with respect to any other term of this Ground Lease, and, if such breach cannot be remedied within 30 days, the breaching party shall have such additional time (not in excess of 60 days) as is reasonably necessary to cure such breach, provided that it commences the curing of such default within the requisite period and thereafter diligently continues to cure the breach.

17. Notice. Any notice that this Ground Lease requires to be given by either Washoe County or ASI to the other shall be in writing and hand delivered or sent by certified mail, return receipt requested, and, unless the Ground Lease otherwise states, if delivered, notice shall be deemed given when delivered and if mailed, notice shall be deemed to be given five business days after being deposited in the United States mail, postage prepaid, addressed to the respective party at their respective addresses as follows:

ASI:

2550 University Avenue, Suite 330N
Saint Paul, MN 55114

Washoe County:

Washoe County, Nevada
c/o County Manager
1001 E. 9th Street
Reno, Nevada 89512

with a copy to:

Accessible Space, Inc.
c/o NCEP
6375 West Charleston Blvd
Building L
Las Vegas, NV 89146.

Or, written notice may be given at such other address as one party may give notice of to the other in writing.

18. Headings. The headings of the various sections of this Ground Lease have been inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Ground Lease. The singular number and gender of personal pronouns as used throughout this Ground Lease shall be construed to mean such number and gender as the context, circumstances, or its antecedent might require.

19. Entire Agreement. This Ground Lease, the attached exhibits constitute the entire agreement between Washoe County and ASI with respect of the Ground Lease's subject matter. This Ground Lease may be modified only by a writing signed by both Washoe County and ASI.

20. Waiver. No failure by either Washoe County or ASI to insist upon the strict performance by the other of a Ground Lease term or to exercise any right or remedy contingent on a breach of this Ground Lease shall constitute a waiver of such term or breach of this Ground Lease and the term shall continue in full force with respect to any then existing or subsequent breach.

21. Computation of Time. The time in which any act provided by this Ground Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or legal holiday, and then it is also excluded.

22. Counterparts. This Ground Lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

23. Recordings. Washoe County and ASI may have a memorandum of this Ground Lease executed in recordable form and recorded in the Official Records of Washoe County, Nevada.

24. Severability. If any provision of this Ground Lease is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). But if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Ground Lease, the

entire Ground Lease is to be held unenforceable. The parties acknowledge that enforcement of sections 1, 2, 4, 5, and 7 as written are an essential purpose of this Ground Lease. If an unenforceable provision is modified or disregarded in accordance with this section 24, the rest of the Ground Lease is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

25. Governing Law and Venue. Nevada law governs this Ground Lease and all adversarial proceedings arising out of this Ground Lease or arising out of the Project. Venue for all adversarial proceedings arising out of this Ground Lease or arising out of the Project shall be in state district court in Washoe County, Nevada. Should any provision of this Ground Lease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepare the same; it being agreed that all parties hereto have participated in the preparation of this Ground Lease and that legal counsel was conducted by each responsible part before the execution of this Ground Lease.

26. Authority. ASI is a Minnesota non-profit corporation duly organized, validly existing and in good standing under the laws of Nevada, qualified to do business in Nevada, with full corporate power to enter into this Ground Lease and execute all documents required hereunder. The making, execution, delivery and performance of this Ground Lease by ASI has been duly authorized and approved by all requisite action of ASI, and this Ground Lease has been duly executed and delivered by ASI and constitutes a valid and binding obligation of ASI, enforceable in accordance with its terms.

27. Amendment. This Ground Lease may not be amended or modified in any manner except by an instrument in writing executed by all parties hereto.

28. Effective Date. This Ground Lease will become effective when all the parties have signed it (the "Effective Date"). The date this Ground Lease is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed this Ground Lease's date.

WASHOE COUNTY, a political subdivision of the State of Nevada

By: _____
Vaughn Hartung, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2023, Vaughn Hartung as Chairman of the Board of County Commissioners of Washoe County, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

Notary Public

Accessible Space, Inc.
a Minnesota non-profit corporation

By: Stephen Vander Schaaf

Its: President/CEO

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me on _____, 2023, by Stephen Vander Schaaf, President/CEO of Accessible Space, Inc., a Minnesota non-profit corporation.

Notary Public
My Commission Expires: _____