

GRANT AGREEMENT

This GRANT AGREEMENT (the “Agreement”) is made by and between the CITY OF LAS VEGAS REDVELOPMENT AGENCY, a public body, corporate and politic, organized and existing under the community development laws of the State of Nevada (the “AGENCY”) and [REDACTED], a [REDACTED], whose primary mailing address at the date of execution is, as follows: [REDACTED] (hereinafter referred to as “GRANTEE”). The AGENCY and the GRANTEE are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

This Agreement is effective on the date signed by the AGENCY and GRANTEE, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the “Effective Date”).

RECITALS

WHEREAS, GRANTEE is a [REDACTED] formed in the State of Nevada, duly organized, validly existing and in good standing under the laws of the State of Nevada and qualified to do business in the State of Nevada;

WHEREAS, AGENCY is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Nevada Revised Statutes (“NRS”) 279.382 et seq. (the “Community Redevelopment Law”);

WHEREAS, the Community Redevelopment Law authorizes a redevelopment agency to expend public funds in the interest of the health, safety and welfare of the communities that the redevelopment agency serves, including the authority to issue general obligation bonds;

WHEREAS, in furtherance of the AGENCY’s goals and objectives, on October 16, 2024, the AGENCY approved funding for a professional services agreement between ATI Carrot LLC d/b/a Carrot, as successor in interest to The Common Pool, LLC d/b/a Carrot (“Carrot”) and the City of Las Vegas (the “Carrot Agreement”) for consulting services to create a competitive process to attract applicants to develop and operate a bioscience lab in the City of Las Vegas (the “Competition”);

WHEREAS, on October 16, 2024, subsequent to the AGENCY’s approval of the Carrot Agreement, the City Council of the City of Las Vegas approved funding for the Carrot Agreement;

WHEREAS, pursuant to the Carrot Agreement, Carrot conducted the Competition, which was launched on [REDACTED] and concluded on [REDACTED], to select from the applicants a winner who would be eligible for a grant, to be funded by general obligation bonds issued by the AGENCY;

WHEREAS, pursuant to the rules set forth in the Competition, GRANTEE was selected as the winner of the Competition and the AGENCY has found that providing a grant to GRANTEE will further the goals and objectives of the AGENCY;

WHEREAS, on [REDACTED], 202[REDACTED], the AGENCY adopted a resolution (the “Resolution”) authorizing the issuance of a bond with certain amounts to now be used for grant funds, to be awarded to GRANTEE, subject to the conditions and other limitations described in the Resolution and as set forth in this Agreement;

WHEREAS, in exchange for receiving grant funds from the AGENCY, and subject to all of the terms, covenants and conditions of this Agreement, and all of the Competition Terms and Conditions and Rules, as defined in the Competition materials that GRANTEE reviewed and submitted in connection with GRANTEE's entrance into the Competition, GRANTEE agrees to use the grant funds to pay for eligible use expenses and for no other purpose; and

WHEREAS, the GRANTEE agrees to comply with all applicable laws, ordinances, resolutions, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of Nevada, the City of Las Vegas and of any other political subdivision, agency or instrumentality exercising jurisdiction over AGENCY or GRANTEE, as the same may be amended from time to time;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, conditions and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 UNDERSTANDING

1.1. **TERM.** This Agreement shall become effective upon full execution by the Parties and shall expire ten (10) years following the completion of the Project, as described below (the "Term"). The AGENCY may terminate this Agreement for any reason with seven (7) calendar days' written notice to GRANTEE. The AGENCY agrees to reimburse or advance, as determined by the AGENCY in its sole discretion, eligible use expenses incurred by the GRANTEE prior to any breach by GRANTEE of this Agreement and/or no-cause termination by the AGENCY. This Agreement shall terminate without taking any further action upon the occurrence of execution by the Parties of a subsequent agreement for the eligible use expenses by GRANTEE.

1.2. **GRANT.** The AGENCY will provide the GRANTEE grant funding in an amount not to exceed TEN MILLION AND NO/100THS DOLLARS (\$10,000,000.00) (the "Funds") for eligible use expenses associated with the GRANTEE'S project ["*Name of Project*"] as described in Article 2 (the "Project"). All eligible use expenses must be incurred during the Term. The eligible use expenses incurred by the GRANTEE before or after the Term are not entitled to payment under this Agreement. The AGENCY shall bear no liability to fund or provide payment for the eligible use expenses in the event that Funds are not allocated or received by the AGENCY. Furthermore, the AGENCY shall be liable only for payment proportional to the extent that Funds are received by the AGENCY.

1.3. **MATCHING FUNDS.** GRANTEE certifies and covenants that, at as of the Effective Date of this Agreement, GRANTEE has secured a capital budget of at least Twenty Million Dollars (\$20,000,000.00) solely dedicated to the development and construction of the Project, as described in Exhibit "A", attached hereto and incorporated herein by reference. GRANTEE further certifies and covenants that it also has at least Ten Million Dollars (\$10,000,000.00) in additional, separate funds which shall be exclusively allocated to support the GRANTEE's operating expenses over a period of ten (10) years following the Project's completion. GRANTEE is permitted to use the Funds toward the required Twenty Million Dollar (\$20,000,000.00) capital budget but in no event can the Funds be used for any operating expenses or any expenses that are not capital expenses directly related to the Project.

Misuse of Funds shall constitute a material breach of this Agreement and may result in termination and repayment obligations as specified elsewhere herein. GRANTEE shall provide evidence of the availability and commitment of matching funds upon request by the AGENCY and at intervals reasonably determined by the AGENCY. Failure to maintain the required matching funds may result in suspension or termination of this Agreement, and the GRANTEE may be required to repay disbursed Funds as determined by the AGENCY in its sole discretion.

1.4 COORDINATION. The AGENCY, along with the City of Las Vegas' Office of Strategic Services and/or the City of Las Vegas Economic and Urban Development Office will coordinate and collaborate with GRANTEE to ensure eligible use expenses for the Program.

1.5 MONITORING. The AGENCY shall monitor the GRANTEE as necessary to ensure GRANTEE complies with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. The GRANTEE shall allow duly authorized representatives from the AGENCY, independent auditors contracted by the AGENCY, or any combination thereof, to conduct reviews as the reviewing entity deems appropriate in order to determine the following:

- i) Whether the Funds are being used in a manner consistent with this Agreement and the AGENCY's objectives;
- ii) Whether the AGENCY's objectives are being achieved;
- iii) Whether the Funds are being used in an efficient and effective manner;
- iv) Whether the periodic reports to the AGENCY contain accurate and reliable information;
- v) Whether all of the authorized use activities are being conducted in accordance with NRS Chapter 279 and all applicable federal, state, and local laws and regulations;
- vi) Whether proper management control systems and internal procedures have been established to meet the objectives of the Funds.

The representatives shall be granted access to all records pertaining to this Agreement. The representatives may, on occasion, interview individuals who volunteer to be interviewed. Substandard performance as determined by the AGENCY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the GRANTEE within thirty (30) days after being notified by the AGENCY, the AGENCY may impose additional conditions on the GRANTEE and its use of Funds, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under this Agreement.

1.6 CHANGES. Changes in the Scope of Use or Schedule of Performance as outlined herein must be made by written amendment to this Agreement and approved by both Parties.

ARTICLE 2 SCOPE OF USE

2.1. DESCRIPTION. The GRANTEE agrees that it shall only use the Funds for the eligible uses described in the Scope of Use, Exhibit “A,” attached hereto and incorporated herein by reference. The GRANTEE understands and agrees that no other uses of the Funds are permitted unless agreed to in writing by the Parties in an Addendum to this Agreement. Funds shall be allocated in accordance with the Budget, Exhibit “B,” attached hereto and incorporated herein by reference. The GRANTEE is prohibited from charging the costs of ineligible uses or activities and from using Funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying. The Scope of Use shall include the GRANTEE’s application for the grant of Funds which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern. The AGENCY shall have no relationship whatsoever with any uses contemplated herein except for providing financial support and the receipt of the monthly reports required under this Agreement. In any and all events, any uses contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the GRANTEE, subject only to compliance with the terms of this Agreement and review by the AGENCY, to assure continuing eligibility for the Funds. GRANTEE acknowledges and agrees that this Agreement and the granting of Funds hereunder is nonexclusive and that AGENCY may enter into similar agreements with other entities.

2.2 SCHEDULE OF PERFORMANCE. GRANTEE covenants to proceed with the development of the Project in strict compliance with the schedule of performance, attached hereto as Exhibit “A” and incorporated herein by reference, as it may be amended from time to time in accordance with Section 8.12 of this Agreement (the “Schedule of Performance”). GRANTEE agrees that in the event that it fails to proceed with the development of the Project and meet the required performance dates as set forth in the Schedule of Performance, GRANTEE will be in default of this Agreement as set forth in Section 5.1.

2.3 PROHIBITED USES. GRANTEE acknowledges and agrees that the Funds are only eligible to be used for capital expenses directly related to the Project and not for operational expenses or indirect costs associated with the Project. The Funds may only be used for capital expenditures that are properly chargeable to a capital account or any costs of a type that would be so chargeable with a proper election. Such expenditures may include, but are not limited to, costs to acquire, construct or improve land, buildings, and equipment. The Funds may not be used for any working capital purpose such as payroll, maintenance, or other general day-to-day expenses. GRANTEE shall certify the use of the Funds complies with this provision. GRANTEE agrees that, prior to the release of any Funds, GRANTEE will execute the Certification of Award Use attached hereto as Exhibit “E” and incorporated herein by reference. Such Certification of Award Use will be attached to any tax certification that is prepared in connection with the issuance of any bond to be used, in whole or in part, for the Funds.

ARTICLE 3 FUNDING

3.1. PAYMENT. This Agreement provides the Funds for the purpose of reimbursing or advancing, as determined by the AGENCY in its sole discretion, the GRANTEE for the eligible use expenses identified in the Budget. Payment will be processed upon receipt of the following:

- A. Dated invoice from vendor for payment or dated receipt for expenses incurred;

B. Additional reasonable documentation requested by the AGENCY supporting incurred expenses; and

C. Completed Request for Release of Funds, Exhibit “D” attached hereto and incorporated herein by reference, identifying the authorized use expenses subject to reimbursement or advancement (as determined by AGENCY is its sole discretion).

GRANTEE's invoice must be for the eligible use expenses actually incurred. All eligible use expenses shall be recorded by budget line-items and be supported by documentation evidencing in proper detail the nature and propriety of the expense. The AGENCY may in its sole and absolute discretion withhold payments if unauthorized costs are identified and/or if Funds are not being expended during the Term and/or reasonable documentation requested by the AGENCY is not provided. All invoices shall be submitted no later than thirty (30) calendar days after any termination of this Agreement. Notwithstanding the forgoing, the AGENCY's payment of such amounts shall not be deemed AGENCY's approval or acceptance of the expenses. The GRANTEE agrees that it shall properly and timely use and spend the entire amount of Funds provided under this Agreement during the Term of this Agreement. If the GRANTEE fails to properly and/or timely use and spend any amount of Funds provided under the Agreement within that Term, then the GRANTEE agrees to return the balance of the Funds, or any accounts receivable resulting from the use of Funds, to the AGENCY within thirty (30) days of the termination or expiration of this Agreement. Any Funds held by the AGENCY at the end of the Term or refunded to the AGENCY may be reallocated by the AGENCY.

GRANTEE must invoice the AGENCY by the 15th of each month for Funds expended for the prior month. Failure to submit an invoice in two or more consecutive months may result in termination of the Agreement and reallocation of unspent Funds at the discretion of the AGENCY.

ARTICLE 4 REPORTING

4.1 **REPORTS.** The GRANTEE shall submit to the AGENCY monthly performance reports for each month during which these Funds are used. Monthly reports are due by the 15th of each month. GRANTEE acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

Monthly reports shall provide information on the activities occurring and accomplished. Specifically, monthly reports shall set forth the current status of the development of the Project, including the status of the milestones set forth on the Schedule of Performance, and provide information on [the number of individuals served by the GRANTEE] and other such information as required by the AGENCY associated with the performance metrics below:

[Insert Performance metrics]

In addition to the reporting requirements set forth in this Section 4.1, GRANTEE must comply with any requirements set forth in NRS Chapter 279, including, without limitation, the provisions of NRS 279.6097 and NRS 279.6098, inclusive. The AGENCY's Employment Plan Policy is attached hereto as Exhibit “C” and incorporated herein by reference.

4.2 **RETENTION.** The GRANTEE shall retain all records and all documents pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all

activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. In the event the GRANTEE goes out of existence, the GRANTEE shall turn over to the AGENCY all of its records relating to this Agreement which will be retained by the AGENCY for the required period of time.

The GRANTEE agrees to permit the AGENCY, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the AGENCY desires concerning GRANTEE's operation of the Funds. The GRANTEE further understands and agrees that the inspection and audit would be exercised upon written notice to the GRANTEE. If the GRANTEE records or books are not located within Clark County Nevada, GRANTEE agrees to deliver the records or books to the address within the City of Las Vegas designated by the AGENCY. If the AGENCY, or its designated representative(s), finds that the books or records delivered by the GRANTEE are incomplete, the GRANTEE agrees to pay the AGENCY, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the GRANTEE's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to this Agreement.

4.3 PROGRAM CLOSE-OUT. The GRANTEE's obligation to the AGENCY under this Agreement shall not end until all close-out requirements are completed. Close-out activities shall include, but are not limited to, submission of complete/accurate reports, final payment, disposition of assets, and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement and the provisions herein shall remain in effect during any period that the GRANTEE remains in control of Project assets or Funds.

ARTICLE 5 SUSPENSION AND TERMINATION

5.1 DEFAULT. This Agreement can be terminated if GRANTEE fails to comply with any term of the award. This Agreement may be terminated for convenience upon written notice by the AGENCY. In addition, if during the term of this Agreement, the GRANTEE:

- i) fails to use the Funds in the manner and within the timeframe represented to the AGENCY in its application requesting funding and as required under this Agreement;
- ii) fails to defend, indemnify and hold the AGENCY harmless as required pursuant to this Agreement;
- iii) fails to provide or maintain the insurance required in this Agreement;
- iv) a petition in bankruptcy is filed by or against the GRANTEE, an assignment by the GRANTEE is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the GRANTEE or its property, or the GRANTEE is adjudicated to be bankrupt; or
- v) fails to perform any of its other obligations required under this Agreement;

and the failure as identified by the AGENCY is not remedied within thirty (30) days after written notice of default is provided to the GRANTEE, then the AGENCY may declare the GRANTEE to be in default of this Agreement and implement any of the following remedies:

- a) Temporarily withhold disbursement of the Funds pending correction of the default by the GRANTEE;
- b) Disallow use of the Funds for all or part of the cost of the activity, action or expense not in compliance with the requirements of this Agreement;
- c) Suspend the performance of this Agreement, in whole or in part, including any further disbursement of Funds;
- d) Withhold future awards for the Funds or any other program of the GRANTEE;
- e) Terminate the Agreement, and permanently cease any further disbursement of the Funds hereunder;
- f) Impose any penalty against the GRANTEE that an authorized bond agency, state or federal official has imposed against the AGENCY or has requested the AGENCY to impose against the GRANTEE; or
- g) Pursue any other legal or equitable remedy that may be available to the AGENCY.

After expiration of the cure period set forth above, any remedy selected by the AGENCY shall be implemented by written notice to the GRANTEE stating the effective date of the remedy. The AGENCY reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are appropriate for the noncompliance of the GRANTEE. If the AGENCY elects to terminate this Agreement as provided herein, the GRANTEE agrees, if so demanded by the AGENCY, to repay the Funds to the AGENCY within thirty (30) after receipt of the written notice of termination.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the AGENCY are cumulative, and the exercise by AGENCY of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the GRANTEE. Any failures or delays by AGENCY in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive AGENCY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. GRANTEE agrees that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a default hereunder, the AGENCY shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

ARTICLE 6 INSURANCE

6.1 INSURANCE. The GRANTEE must provide compliant certificates of insurance and required endorsements to the AGENCY or its designated certificate tracking service immediately upon request. The GRANTEE shall maintain coverage for the duration of this Agreement, and any renewal periods if

applicable. The GRANTEE shall annually provide the AGENCY's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the AGENCY or its designated certificate tracking service if so requested. The following insurance coverage shall be maintained:

1. Industrial/Workers' Compensation Insurance protecting the GRANTEE and the AGENCY from potential GRANTEE employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. The GRANTEE's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the AGENCY.
2. Comprehensive General Liability Insurance in the amount of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for (i) bodily injury (including death), (ii) personal injury (iii) property damage, (iv) all risk property insurance including theft and, if applicable, boiler and machinery coverage, written at full replacement cost value in an adequate amount to avoid coinsurance and a full replacement cost endorsement insuring the GRANTEE's furniture, fixtures, equipment, furnishings and any other items of personal property of GRANTEE located on or in the Project, (v) broad form contractual liability coverage on, in or about the real property on which the Project is located, and any other real property associated with the Project, and (vi) and such other insurance as from time to time may be required by city, county, state or Federal laws, codes, regulations or authorities or which AGENCY determines is reasonably necessary or appropriate under the circumstances. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. AGENCY shall be named as an additional insured party by endorsement under the commercial general liability policy. The Certificate Holder shall be named "City of Las Vegas Redevelopment Agency, 495 S. Main Street, Las Vegas Nevada 89101". The GRANTEE's commercial general liability policy shall have a waiver of subrogation endorsement in favor of the AGENCY, and shall be endorsed to include the AGENCY, its officers, and employees as additional insured. Any exceptions to policy of insurance must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the AGENCY within ten (10) days after the notice of award. The policy must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.
3. Automobile Liability Insurance for each of GRANTEE's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum

amount of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by GRANTEE and any auto used in the performance of services under this Agreement. The GRANTEE's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the AGENCY.

4. Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Project.
5. Professional Liability Insurance (Errors & Omissions) to cover liability resulting from any error or omission in the performance of professional services. Professional Liability Insurance of limits no less than \$1,000,000, combined single limit and in the aggregate. Any retroactive coverage must coincide with or predate the beginning of this Agreement and may not be changed without the consent of the AGENCY.
6. Directors and Officers Insurance to cover the organization and its directors, officers, and board members against actual or alleged wrongful and negligent acts.

The AGENCY, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the GRANTEE's insurance carrier. The Certificate Holder shall be named (City of Las Vegas Redevelopment Agency, 495 S. Main Street, Las Vegas Nevada 89101). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be available upon request. The adequacy of the insurance supplied by the GRANTEE, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the AGENCY. The AGENCY requires insurance carriers to maintain a Best's Key rating of "A-" or higher, and a financial size category of no less than VIII.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the AGENCY.

The GRANTEE shall maintain coverage for the duration of this Agreement, and any renewal periods if applicable. The GRANTEE shall annually provide a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the GRANTEE and/or insurance carrier shall provide the AGENCY with a 30-day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested". Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the GRANTEE fails to carry the insurance required herein, the AGENCY has the option to purchase replacement insurance and charge the costs back to the GRANTEE.

Maintenance of proper insurance coverages by GRANTEE is a material element of this Agreement. GRANTEE's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

ARTICLE 7 INDEMNITY

7.1 INDEMNIFICATION. It is understood and agreed by the Parties that GRANTEE hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of GRANTEE or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this Agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby. In addition to the insurance requirements set forth in this Agreement, and not in lieu thereof, the GRANTEE agrees to protect, defend, indemnify and hold harmless the AGENCY, its public officials, officers, employees, agents, and consultants from and against any and all liability, damages, claims, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character, including but not limited to, claims for contribution and/or indemnification for personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the GRANTEE, its employees, agents, volunteers or contractors pursuant to this Agreement (collectively referred to as "Claims"); provided, however, that the GRANTEE shall not be liable for any Claims caused by the sole negligence or willful misconduct of the AGENCY, its public officials, officers, employees or agents. The GRANTEE's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all reasonable attorneys' fees incurred by the AGENCY, its public officials, officers, employees and agents in the defense and/or handling of the claims and all reasonable attorneys' fees and investigation expenses incurred by the AGENCY in enforcing and/or obtaining compliance with the provisions of this paragraph. GRANTEE agrees that it is assuming the sole risk of any Claims related to the contraction by GRANTEE's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Agreement and that GRANTEE's indemnity obligations contained herein cover any such Claims. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the AGENCY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

It is expressly agreed that the GRANTEE shall defend the AGENCY at GRANTEE's expense, by legal counsel reasonably satisfactory to AGENCY, against the Claims and in the event that the GRANTEE fails to do so, the AGENCY shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the GRANTEE. GRANTEE's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by GRANTEE pursuant to the provisions of this Agreement. GRANTEE's obligations under this Section shall survive any termination of this Agreement.

These provisions shall in no way be limited by any financial responsibility or insurance

requirements, and shall survive the termination of this Agreement. GRANTEE acknowledges and agrees that the AGENCY shall not provide indemnity or otherwise save, hold harmless, or defend the GRANTEE in any manner.

ARTICLE 8 MISCELLANEOUS

8.1 NOTICE. Except as otherwise provided by law, all notices required or permitted under this Agreement 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, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Any party from time to time, by notice to the other party given as set forth above, may change its address for purpose of receipt of any such communication:

AGENCY: City of Las Vegas Redevelopment Agency
Attn: Director of Economic and Urban Development
495 S. Main Street
Las Vegas, Nevada 89101

If to GRANTEE: *Attn: Name*
Street Address
City, State Zip Code

8.2 NO AGENCY. The AGENCY nor GRANTEE are the legal representative of the other party for any purpose whatsoever. Neither party has any right or authority to assume or create any obligation or responsibility, express or implied, or to make any commitments on behalf of the other party, and may not bind the other party in any manner.

8.3 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The City of Las Vegas Redevelopment Agency is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. GRANTEE acknowledges that the AGENCY has an obligation to ensure that public funds are not used to subsidize private discrimination. GRANTEE recognizes that if GRANTEE or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, AGENCY may declare GRANTEE in breach of contract and terminate this Agreement.

In connection with the performance of work under this Agreement, GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In accordance with the Immigration Reform and Control Act of 1986, GRANTEE agrees that it will not employ unauthorized aliens in the performance of this Agreement.

8.4 LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the United States of America and of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. AGENCY and GRANTEE 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 Agreement, the relationship of AGENCY and GRANTEE, and/or any Claims of injury or damage. No legal proceeding arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by AGENCY and the GRANTEE, and any other person sought to be joined. Any consent to legal proceedings involving any additional person or persons shall not constitute consent to litigation of any dispute not described therein or with any person not named or described therein.

8.5 NO THIRD PARTY BENEFICIARY RIGHTS. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

8.6 COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. 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.

8.7 ECONOMIC OPPORTUNITIES. Economic Opportunities for Moderate, Low- and Very Low-income Persons. The GRANTEE shall ensure that employment and other economic opportunities generated by the eligible use expenses shall, to the greatest extent feasible, be directed to moderate, low- and very low-income persons with an emphasis on City of Las Vegas residents.

8.8 COMPLIANCE WITH NRS CHAPTER 279. The GRANTEE agrees and acknowledges that: (1) Funds will not be used for any purpose that is in conflict with Nevada Revised Statutes, Chapter 279 (Redevelopment of Communities); the City of Las Vegas Municipal Code, Article VIII; the City of Las Vegas Municipal Code, Title 19 (Unified Development Code); any plans or policies concerning redevelopment as set forth by the Las Vegas Redevelopment Agency; or any other provision of the Nevada Revised Statutes or the City of Las Vegas Municipal Code; (2) all Funds must be expended to support a project located exclusively in a Redevelopment Area, as defined by the AGENCY; and (3) the Funds are a financial incentive under NRS Chapter 279 and, as such, GRANTEE must adhere to all provisions related to financial incentives contained in NRS Chapter 279, including, without limitation, the requirement to adhere to the prevailing wage provisions of NRS 338.013 to NRS 338.090 (NRS 279.500), inclusive; the requirement to include an employment plan (NRS 279.6093); and the partial withholding of an incentive by the Agency (NRS 279.6096).

8.9 PREVAILING WAGE. Pursuant to NRS 279.500, the Project is subject to the provisions of NRS 338.013 to NRS 338.090, inclusive, to the same extent as if the AGENCY had undertaken the Project or had awarded the contract for the Project.

8.10 DRUG FREE WORKPLACE. The GRANTEE shall administer a policy designed to ensure that the facilities providing services under the terms of this Agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

8.11 PUBLICITY. Any publications produced with Funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by a grant from the City of Las Vegas Redevelopment Agency."

8.12 AMENDMENTS. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the AGENCY and the GRANTEE. Any changes to the Budget line-items and/or Budget line-item amounts may occur provided (i) approval is obtained in writing from the AGENCY's Executive Director, or the Executive Director's designee, (email is sufficient) to the submitted Budget modification, and (ii) there is no increase on the total amount of the overall Funds to be paid by the AGENCY under this Agreement.

8.13 NO ASSIGNMENT. The GRANTEE may not assign any part of its rights or obligations in this Agreement and shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of AGENCY. Any such assignment of rights or contracts without written consent of AGENCY shall be void and shall result in the forfeiture of all Funds, or any part thereof, as determined by AGENCY. GRANTEE was chosen on the basis of characteristics unique to the GRANTEE. AGENCY shall have the right, in its sole and absolute discretion, to withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

8.14 BINDING EFFECT. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

8.15 SEVERABILITY. If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

8.16 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to the AGENCY's allocation of funding to GRANTEE.

8.17 RECITALS. The Recitals above, and all of the exhibits hereinafter referenced, are hereby incorporated by this reference as a part of this Agreement.

8.18 PROVISIONS. Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though

it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

8.19 OWN EXPENSE. Except as otherwise provided in this Agreement, each Party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Agreement, including, without limitation, the fees and expenses of each party's legal counsel.

8.20 AGENCY LIABILITY. It is agreed by and between the Parties of this Agreement, that in no event shall any official, officer, employee, or agent of the AGENCY in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

8.21 INTERESTED PARTY. An official of the AGENCY, who is authorized on behalf of the AGENCY to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the AGENCY, who is authorized on behalf of the AGENCY to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the AGENCY relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the AGENCY may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

8.22 PUBLIC RECORDS. The AGENCY is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The AGENCY's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

8.23 TIME OF ESSENCE. Time is of the essence of each provision hereof.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

GRANT AGREEMENT

Signature Page

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

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____

SHELLEY BERKLEY, Chair

Date: _____

Date of City of Las Vegas Redevelopment Agency Approval: _____

Attest:

By: _____

LuAnn D. Holmes, MMC Date
City Clerk

Approved as to Form:

By: _____

Deputy City Attorney Date



By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"
SCOPE OF USE; SCHEDULE OF PERFORMANCE

[See attached]

EXHIBIT “B”

BUDGET

[See attached]

EXHIBIT “C”

**LAS VEGAS REDEVELOPMENT AGENCY
EMPLOYMENT PLAN POLICY**

[See attached]

EXHIBIT “E”
CERTIFICATION OF AWARD USE
[See attached]

Certification of Award Use

Las Vegas Redevelopment Agency
BioHealth Innovation Challenge

I am a duly authorized representative of _____ (the “Grantee”) and recognize that the Grantee has been awarded by the Las Vegas Redevelopment Agency (the “Agency”) a cash award of \$_____ (the “Award”) as a winner of the BioHeath Innovation Challenge.

As a condition to accepting the Award, I hereby certify that:

1. The Grantee understands the Award **may be funded from tax-exempt bonds** issued by the Agency (the “Bonds”);
2. The Grantee will comply with any requests from the Agency to ensure that interest on the Bonds remains tax-exempt;
3. The Grantee will use the Award solely for capital expenditures and will not use the award for any working capital purpose; and
4. The Grantee will spend the Award on such capital expenditures in due course and will not willingly delay the expenditure of the Award.

Dated as of _____.

Signature: _____

Title: _____