

NEVADA STATE BOARD
of
DENTAL EXAMINERS

PUBLIC BOARD MEETING

MARCH 20, 2015

10:00 A.M.

ADDITIONAL ITEMS

PUBLIC BOOK

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

Page 1 of 14

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 1st day of April, 2015, by and between SPANISH PARK BUILDING TWO, LLC, hereinafter referred to as LESSOR, and the STATE OF NEVADA, DENTAL BOARD OF EXAMINERS, hereinafter referred to as LESSEE, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

W I T N E S S E T H: For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does by these presents lease unto LESSEE the following described property: 3,157 s.f. usable square feet of office space, (the "Demised Premises") located at 6010 S. Rainbow Boulevard, Suite A-1 Las Vegas, NV. Refer to **EXHIBIT "A" consisting of 1 (one) page**, attached hereto and incorporated herein.

1. TERM OF LEASE.

1.1 Term of Lease. Subject to Section Thirty-Two below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, 3,157 s.f. usable square feet of office space located at 6010 S. Rainbow Boulevard, Suite A-1 Las Vegas, NV, effective upon approval of the Nevada Board of Examiners, expected to be approved on March 20, 2015, commencing April 1, 2015 and terminating on xx.

1.2 Lack of Funding. Absent legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government affecting TENANT'S funding or ability to satisfy its rental payment obligation TENANT agrees that during the term of this Lease it will in good faith include in its agency budget request, pursuant to NRS 353, authorization to receive and expend state and/or federal dollars sufficient to meet the TENANT'S obligations under this lease. However, it is hereby specifically and expressly agreed by the Parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

Legislature and/or the Federal Government limits, restricts,

Page 2 of 14

or impairs TENANT'S funding or ability to satisfy its rental payment obligation. TENANT shall pay the rent for the month in which such occurrence and termination takes place and shall have no other rental payment obligation to LESSOR thereafter under this Lease or for the Demised Premises. The LESSOR shall retain its other remedies which are provided in the Lease but the LESSOR shall have no rights to collect any further rents from TENANT. Proof by TENANT of a diminution in funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting state or federal documents are furnished to LESSOR or if the Executive Director of TENANT provides his Affidavit that such funding or other limiting eventuality has occurred.

2. COMPLIANCE WITH THE LAW. The LESSOR shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes (including but not limited to required fire extinguishers), ordinances, requirements, and regulations of the City, County, State, and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Section 12101 through 12213 and 47 USC Sections 225) and underlying regulations and rules applicable to the Demised Premises. Nothing herein contained shall be construed to restrict the LESSOR from contesting the validity of any such regulations, rule, or ordinance, provided the LESSOR indemnifies the LESSEE to its reasonable satisfaction against the consequences of noncompliance during the period of dispute.

3. AUTHORITY. LESSOR and TENANT understand that per Nevada Revised Statutes 331.110 the Administrator of the State Public Works Division is responsible for leasing and equipping office space for TENANT under this Lease. At no time shall LESSOR and TENANT or their agents enter into negotiations between themselves for lease terms, conditions or modifications (State Administrative Manual, 1020.0). Only LESSEE, if deemed in the best interest of the State by LESSEE, has the sole authority to select and utilize a real estate agent to represent the State in this lease, or to negotiate terms and conditions related to leased space.

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

4. RENT. TENANT agrees to pay to the LESSOR as and for

Page 3 of 14

rental for said Demised Premises the sum of:

Year of Lease Term	Monthly Base Rent per Rentable sq.ft.
1	\$1.76 (\$5,556.32)
2	\$1.81 (\$5,714.17)
3	\$1.86 (\$5,872.02)
4	\$1.91 (\$6,029.87)
5	\$1.96 (\$6,178.72)

4.1 A monthly total of (See Above Section 4)

4.2 A monthly total of Rent shall be payable quarterly in advance without offset or deduction except as provided for elsewhere in the Lease on the first day of each quarter to LESSOR at its address in Section Twenty-One below. In the event the Commencement Date of this Lease is not the first day of a calendar month, the rent shall be prorated on a per diem basis for the calendar month in which the Lease Term begins.

5. PROPERTY TAXES AND OPERATING EXPENSES. It is understood and agreed between the Parties that the rent described in Section Four above shall compensate LESSOR for TENANT'S pro rata share of any and all operating expenses attributable to the building complex, the building, or the Demised Premises. There shall be no pass-through of property tax or any type of operating expense to TENANT or LESSEE.

6. UTILITIES AND SERVICES.

6.1 Utilities and Services Provided by LESSOR. LESSOR, at LESSOR'S sole cost and expense, shall provide the building, common area and Demised Premises with the following utilities and services:

a) UTILITIES. Water and sewer. Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes.

b) HVAC SYSTEM. A heating, ventilation and air conditioning

("HVAC") system, fully equipped and of sufficient capacity to provide a comfortable, professional office environment in the Demised Premises for TENANT'S staff and office

Page 4 of 14

equipment. Said HVAC system shall maintain temperatures within the Demised Premises at a maximum of not less than 68° Fahrenheit in the winter and not more than 78° Fahrenheit in the summer.

- c) SERVICES. Unless specified to the contrary in Section 6.3 below, LESSOR shall provide and pay for the following:
- i. Trash collection, to include recycling containers, if available;
 - ii. Pest control (interior and exterior);
 - iii. Elevator service, (not applicable);
 - iv. Provide and service fire extinguishers and any other fire protection/prevention devices as required by governmental regulations;
 - v. On-site security if necessary for the safety of TENANT'S employees and property (Not Applicable);
 - vi. Snow and ice removal at all times when ice is present and when snow reaches a depth of two (2) inches. Snow and ice removal shall be from parking lots, walkways, all entry and exits and any exterior stairs of building(s) in which the Demised Premises is located and other adjacent buildings/structures regularly used by State agencies. LESSOR shall use its best efforts to have the snow and ice cleared, removed and treated prior to 8:00 a.m. Monday through Friday (except State Holidays) and if snow is on-going during the day, to continue to provide this service until 5:30 p.m. (Not Applicable)
 - vii. Telecommunication entrance facilities to the Building that is provisioned by the State of Nevada contracted Local Exchange Carrier.
 - viii. Janitorial Services (including paper products) for the Demised Premises in accordance with **EXHIBIT "B" JANITORIAL REQUIREMENTS AND SPECIFICATIONS**, attached hereto and incorporated herein. (Not Applicable)

6.2 Normal Business Hours and After Hour Usage of HVAC and other Services. LESSOR shall, at LESSOR'S sole cost, provide the utilities and services detailed in Section 6.1 above, during the normal business hours of Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m. ("Normal Business

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

Hours"). To the extent within LESSOR'S control, all utilities and services shall be available to TENANT twenty-

Page 5 of 14

four (24) hours a day, seven (7) days a week, except as necessary for repair and maintenance. However, in the event LESSOR determines that TENANT'S usage other than during Normal Business Hours becomes excessive, LESSOR may impose a reasonable hourly charge for TENANT'S usage of electricity, gas and water, during those times, to be mutually agreed upon by LESSOR, LESSEE and TENANT.

6.3 Utilities and Services Provided and Paid by TENANT.

a) TELEPHONE/DATA. TENANT shall provide state-owned telephone and computer/data equipment, and pay Industrial Standard user fees for telephone/data services.

7. REPAIR AND MAINTENANCE. LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the building and the Demised Premises in a first-class condition during the Lease Term, including but not limited to: the Building structure, structural elements and systems; public and common areas of the building; fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities); heating, and air conditioning; (including supply and return air ducts, grills and diffusers); flooring (including but not limited to, carpet, pad, tile, sub-floor and structural floor); window coverings; interior and exterior paint; exterior and interior lighting (including replacement of fixtures, ballasts and bulbs); interior ceilings (including ceiling tiles and t-bars); electrical; plumbing, pipes, fixtures and equipment (except those owned by TENANT); roofing; exterior and interior walls; windows; doors; stairs; corridors; restrooms; elevator maintenance (if applicable); sidewalk repairs; landscaping maintenance; parking lot repairs; and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness or negligence on the part of the LESSEE or TENANT.

TENANT shall reimburse LESSOR for repairs and replacements to the Demised Premises which are necessary due to TENANT'S misuse or negligence. LESSEE and TENANT agree to maintain

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

the Demised Premises and common areas in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other

Page 6 of 14

casualty excepted. LESSEE and TENANT shall route requests for repairs and/or maintenance through the property management company or owner. LESSOR agrees to conduct any and all repairs and maintenance to the Demised Premises, the building and common area facilities at reasonable times and without undue inconvenience to LESSEE or TENANT and for which, reasonable access shall be provided thereby. When making repairs, LESSOR shall take necessary actions to protect TENANT'S property and personnel from loss, damage and injury and to avoid disrupting TENANT'S use and occupancy of the Demised Premises. Any substantial impairment of the use or enjoyment of the Demised Premises, the building or the parking lot that is of such extent or nature as to materially handicap, impede or impair TENANT'S use of the Demised Premises and therefore renders the Demised Premises unfit for use by TENANT in the ordinary conduct of its business shall cause the proportionate abatement and reduction in rent, by way of adjustment of rent payments, for such part of the Demised Premises as shall be rendered unusable by TENANT in the conduct of its business during the time such part is so unusable.

8. REDUCTION OF SERVICES. The rent and any other monies payable, if any, is based in part upon utilities, services, repairs and maintenance (hereinafter "Services") which LESSOR shall provide as described in Section Six and Section Seven, above. If Services to be provided by LESSOR are interrupted (except from circumstances beyond LESSOR'S control) and the interrupted Services substantially impair and/or materially handicap TENANT'S intended use or enjoyment of the Demised Premises, TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in Services began and ending when the Services are restored. Notwithstanding the above, in the event Service is interrupted on heating, ventilation or air conditioning, and/or water, and/or sewer, and LESSOR fails to correct or commence correction within two (2) business days after receipt of written notice from LESSEE or TENANT per Section Twenty-One, below, or in the event any other Service to be provided by LESSOR is interrupted,

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

and LESSOR fails to correct or commence correction within five (5) days after receipt of written notice from LESSEE or TENANT per Section Twenty-One below, LESSEE may authorize TENANT to either: a) cause such repairs to be made

Page 7 of 14

by a licensed contractor and at TENANT'S discretion, either have LESSOR billed directly by contractor (if acceptable to contractor) or TENANT may submit a paid invoice to LESSOR for reimbursement; or

b) TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in services began and ending when the services are restored. LESSEE may also authorize TENANT to withhold the payment of rent and any other monies payable, if any, after giving LESSOR notices of two (2) failures to provide a particular Service within a twelve (12) month period until the problem with that Service has been adequately corrected. So as to provide LESSEE and TENANT with reasonable assurance that such interruption shall not occur again during the Lease Term. Upon the third occurrence within a twelve (12) month period, of any failure to provide a particular Service, LESSEE may, at its sole option, seek the judicial remedy of specific performance.

In the event TENANT hires a contractor to perform repairs, LESSOR shall indemnify and hold the State, LESSEE and TENANT harmless for any liability, costs and expenses, including attorney fees that result from said repairs. Any reimbursement due TENANT from LESSOR, shall be paid by LESSOR within thirty (30) days after receipt of invoices from TENANT. In the event LESSOR does not reimburse TENANT within thirty (30) days after receipt of invoices from TENANT, TENANT may deduct the amount due TENANT from the rental payment due LESSOR.

9. SMOKING AREA. Pursuant to NRS 202.2491, it is unlawful to smoke in public buildings. LESSOR shall furnish a designated location outdoors which may be used for smoking. No smoking shall be permitted at any entrance or exit to any public building and shall be far enough away from any public building entrance or exit so that no smoke will drift or travel into the building or be detected by any person entering or exiting a building. This location shall be safe and free from any hazardous chemicals, materials or

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

conditions. LESSOR shall also post signs prohibiting smoking at all entrances to a building.

Page 8 of 14

10. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. TENANT shall not negotiate or cause to be made any alterations, additions or improvements in or to the Demised Premises. TENANT may, at any time during the Lease Term, requisition LESSEE in writing to negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by the LESSOR in accordance with Section Three herein. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Demised Premises or building. All alterations, additions or improvements in or to the Demised Premises at the commencement of or during the Lease Term shall become part of the Demised Premises and the sole property of LESSOR, who will be responsible for the servicing and maintenance of said alterations. All movable fixtures installed by LESSEE or TENANT shall be and remain their property and shall not become the property of LESSOR.

11. PAYMENT OF TAXES AND INSURANCE. LESSOR, at his sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Demised Premises at all times during the Term of this Lease.

LESSOR will pay all real property taxes or any other assessments on the Demised Premises when due, including improvements thereon during the Lease Term hereof or any renewal period.

The TENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of TENANT'S trade fixtures, furnishings, equipment, and contents upon the Demised Premises.

The State of Nevada is self insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self insures the

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

first Five Hundred Thousand Dollars (\$500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

Page 9 of 14

12. INDEMNIFICATION. To the extent of the liability limitation set forth in NRS Chapter 41, the LESSEE/TENANT hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses due to TENANT negligence arising out of or resulting from the use and occupancy of the Demised Premises or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of TENANT, its subtenants, employees or agents. The State shall not be required to indemnify LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses relating to or arising out of this Lease to the extent caused in whole or in part by the acts, negligence or omission of LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

13. CHOICE OF LAW AND FORUM. The validity, construction, interpretation, and effect of this Lease shall be governed by the laws of the State of Nevada. The Parties agree any dispute and/or legal proceedings regarding this Lease are subject to the sole jurisdiction of the State courts in the State of Nevada.

14. WAIVER OF SUBROGATION. LESSOR and LESSEE or TENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the building.

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the
Page 9 of 14

insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

15. BREACH OR DEFAULT. In the event of any failure by LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days. In the event of breach or default by LESSEE or TENANT which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession and at LESSOR'S sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Demised Premises, removing all persons and property there from with prior notification to LESSEE so that arrangements concerning the removal of property can be made.

16. ATTORNEY'S FEES. In case suit shall be brought by LESSOR or by LESSEE or TENANT for breach of any express provision or condition of this lease, the prevailing party of such action shall be entitled to reasonable attorney's fees, not to exceed \$125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR, LESSEE or TENANT whichever the case may be.

17. HOLDOVER TENANCY. If TENANT holds possession of the Demised Premises after the expiration of this Lease or if written notice of intent to renew for any option period herein is not provided as specified, this Lease shall become a month to- month lease on the terms herein specified. The monthly rent for each month of the first three (3) months of the holdover period shall be in an amount equal to the monthly rental immediately preceding the Expiration Date. At the expiration of this three (3)

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

month period and throughout the balance of the holdover period TENANT'S monthly rent shall increase by five percent (5%) over the monthly rent last paid by TENANT prior to the Expiration Date. Rent shall be due and payable monthly in

Page 10 of 14

advance on the first day of each month, and LESSEE and TENANT shall continue to be a month-to-month tenant until the tenancy is terminated by any Party hereto by delivering written notice per Section Twenty-One, NOTICES, of Intent to Terminate at least thirty (30) calendar days prior to the date of termination, in which case the termination period shall commence upon delivery of written notification to terminate. In the event the termination period begins on other than the first day of a month, the rent shall be prorated on a per diem basis for the calendar months involved.

18. WAIVER. The failure of LESSOR, LESSEE or TENANT to insist upon strict performance of any of the covenants, terms or provisions contained in this Lease, shall not be construed to be a waiver or relinquishment of any such covenant, term or provision or any other covenants, terms or provisions, but the same shall remain in full force and effect.

19. OPTION TO RENEW. LESSEE shall have the option to renew this Lease for one (1) identical Lease term by giving written notice of intention to renew at least ninety (90) days prior to expiration of the Lease Term or any renewal period hereunder, except that the price per square foot shall be renegotiated. Receipt of which shall be acknowledged by LESSOR in writing. The exercise of the option shall, however, not be effective nor binding on the PARTIES hereto, unless and until the same has been approved by the Nevada Board of Examiners, which may occur after the required prior written notice.

20. REMEDIES. The remedies given to LESSOR, LESSEE and/or TENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

21. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or jointly to both LESSEE and TENANT at their respective addresses set

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

forth below or to such other address as may hereafter be designated by either party in writing:

Page 11 of 14

LESSOR

Spanish Park Building Two, LLC
13844 Peyton Drive
Dallas, TX 75240
Telephone: 702.672.0511

LESSEE/TENANT

State of Nevada
Dental Board of Examiners
6010 S. Rainbow Blvd., Ste. 1
Telephone: (702) XXX-XXXX

22. SEVERABILITY. If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceedings to be invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

23. AMENDMENT OR MODIFICATION. This Lease constitutes the entire agreement between the Parties and may only be amended or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the Nevada State Board of Examiners.

24. TENANT IMPROVEMENTS. LESSOR AT LESSOR'S sole cost and expense shall provide the tenant improvements detailed below and shown on **EXHIBIT "A"** attached hereto and incorporated herein. Said tenant improvement exhibits shall be initialed on all pages to show approval by LESSOR and TENANT. All tenant improvements shall be deemed acceptable upon receipt of all pertinent governmental approvals and inspection and receipt of written approval from TENANT with copy to LESSEE.

25. TENANT IMPROVEMENT CHANGE-ORDERS. TENANT agrees to pay for the additional costs arising from upgrades and or changes made at TENANT'S request, to the approved Tenant Improvements detailed above in Section Twenty-Four, TENANT

Page 1 of 23
Page 11 of 14

IMPROVEMENTS and in **EXHIBIT "A"**. Any upgrades and/or changes must be made by requisition to the LESSEE who will negotiate and arrange for such upgrades or changes with LESSOR. TENANT hereby agrees to reimburse LESSOR for such approved costs within thirty (30) days after: a) inspection and approval of the Improvement by TENANT; and b) receipt and approval by LESSEE and TENANT of an invoice from LESSOR detailing costs for the agreed upon upgrades and/or changes.

26. PARKING. During the term of the Lease, at no cost to TENANT, LESSOR shall provide a minimum of three (3) parking stalls per 1,000 square feet leased, which will be available for the use of the TENANT, TENANT employees, invitees, visitors or others having business with TENANT. LESSOR is not required to enforce the use of the parking lot spaces.

27. SIGNAGE. LESSOR shall provide lobby directory signage and suite identification signage, wherein all costs associated with the construction installation of such signage shall be at LESSOR'S sole cost and expense.

28. PRIOR TERMINATION. This Lease may be terminated prior to the terms set forth herein above if for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR, LESSEE, or TENANT, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.

29. ASSIGNMENT OR SUBLEASE. Upon prior written notice to and the prior approval in writing of LESSOR, this Lease may be assigned or subleased to any individual or entity, for which assignment or sublease LESSOR will not unreasonably withhold consent; it being understood by the Parties hereto that a change in tenants from one state agency to another shall not constitute an assignment or subletting.

Lessor - Spanish Park Bldg, Two, LLC

Tenant - Nevada Board of Dental Examiners

30. SUCCESSORS. Except as otherwise specifically provided, the terms, covenants, and conditions contained in this Lease shall apply to and bind the heirs, successors,

Page 12 of 14

executors, administrators, and permitted assignees of the Parties to this Lease.

31. CAPTION AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe to scope or intent of any section or paragraph.

32. PRIOR APPROVAL OF THE NEVADA STATE BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the Nevada State Board of Examiners and is not binding upon the Parties hereto or effective until such approval.

33. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LESSOR

Spanish Park Building Two, LLC

By _____

Lesia Coder, Manager

Date _____

Approved by:

BOARD OF EXAMINERS

By _____

Timothy Pinther, DDS, President

Date _____

By _____

Debra Shaffer-Kugel, Executive Director

Date _____

From: Kevin Brown <[REDACTED]>
Sent: Friday, March 20, 2015 7:52 AM
To: Debra Shaffer
Cc: Dr. Vincent Colosimo
Subject: Vincent Colosimo, DMD

03-20-15

To: The Nevada State Board of Dental Examiners
Mrs. Deborah Shaffer-Kugel

RE: Vincent G. Colosimo, DMD

Dear Mrs. Shaffer-Kugel,

I am writing this letter to you on behalf of Dr. Colosimo in hopes of helping further his efforts to regain licensure in the state of Nevada.

My family and I have been in Tucson and have owned and operated 8 dental practices for over 25 years. Tucson is a fairly tight knit and "small town" feel community so our reputation is everything. We have had a BBB rating of A+ for over a decade and have many employees that been with the company for over 10 years and some over 20. When we do hire doctors our reputation is on the line so when I hired Vincent it was under strict internal guidance and scrutiny.

He has, quite frankly, exceeded my families expectations in all areas. He currently manages our biggest office and has been instrumental in mentoring 2 new graduate dentists.

Our community service is a huge part of our success and is clearly stated in our vision statement. We currently, for over two years, have partnered with the AZ Oncology Foundation. Dr. Colosimo has provided over \$125,000 of pro bono services to the foundation along with various other programs for the underserved, his staff and their families.

In 2014, Dr. was recognized by the Foundation as being the leading contributor for his pro bono services to cancer victims in need of dental treatment.

Dr. has voluntarily submitted to random drug and alcohol tests, all negative, and continues to be a big part of the company and community. He is going on his third year with us and hopefully will continue to work with us as he has proven himself invaluable. I am a good judge of character with is why I hired him, I made the right choice.

I am happy to speak with you personally or make available other dentists he has worked with as references. The AZ Oncology Foundation President, Dr. Marilyn Croughans, is also available as a professional reference.

Sincerely,

Kevin Brown
President/Owner

Dental Village Ltd.

