

NEVADA STATE BOARD
of
DENTAL EXAMINERS



BOARD MEETING

JANUARY 17, 2020

2:30 P.M.

TO BE CONTINUED ON

JANUARY 18, 2020

9:00 A.M.

PUBLIC BOOK II

PLEASE DO NOT REMOVE BOOK FROM OFFICE

Petition to Determine Criminal History

- Joshua Corcran

Nevada State Board of Dental Examiners



6010 S. Rainbow Boulevard, Building A, Suite 1 • Las Vegas, Nevada 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

August 13, 2019

Joshua M. Corcran



Re: Petition

Dear Mr. Corcran:

On August 8, 2019, the Nevada State Board of Dental Examiners received your "Petition for a Determination of Criminal History" form. This matter will be considered by the Board at the next regularly scheduled meeting on Friday November 1, 2019.

To assist the Board Members with the review, I am requesting any and all court documents to include, but not limited to, the completion of your parole and the discharge documents.

Please provide this information on or before October 18, 2019. Should you have questions regarding this request please feel free to contact me at (702) 486-7044 or by email at dashaffer@nsbde.nv.gov.

Warmest Regards,


Debra Shaffer-Kugel, Executive Director
Nevada State Board of Dental Examiners

Cc: File: Joshua M. Corcran



Nevada Board of Dental Examiners
 6010 S. Rainbow Blvd., Bldg. A, Ste. 1 • Las Vegas, NV 89118
 (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046



Petition for a Determination of Criminal History

Person's Name: JOSHUA MICHAEL CORCRAN Date: 8/8/19
 Address: [REDACTED] Suite No.: [REDACTED]
 City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
 Telephone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

In the matter of the petition to determine whether the person's criminal history will disqualify him or her from obtaining a license:

Note: If you require additional space you may attach separate pages to the petition form.

On February 19, 2006 I was the primary cause of a motor vehicle accident that resulted in the unfortunate deaths of four (4) individuals and substantial bodily harm to another. I pled guilty to (5) five counts of "Reckless Driving with Death/Substantial Bodily Harm" and was convicted on August 8, 2006. I served my sentence as required in a state prison with no disciplinary record, and was released early to serve a portion of my time on house arrest. I completed all aspects of my parole honorably and was discharged completely in 2013. I have since gone back to school and obtained my Bachelor's Degree, and will be graduating from UNLV School of Dental Medicine in May 2020. I would like to determine if I will be able to remain in my home state to practice dentistry upon graduation, and want to prepare properly for the licensing process.

(Please submit any additional supporting documentation with the petition form)

Thank you for your time!

JOSHUA CORCRAN
 Print Name:

[Signature]
 Signature

8/8/19
 Date:

Consideration of Application to Reactivate Retired License

-Lisa Hogan, DDS

Nevada State Board of Dental Examiners



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APPLICATION TO REACTIVATE DENTAL LICENSE

I, LISA HOGAN, hereby apply to reactivate my Nevada dental license number 2977. I am providing the following information and fees due the Board pursuant to NAC 631.170(4) in order to reactivate my license from Retired status to Active status:

- Payment of license fees due in the amount of \$850.00 (\$550 pro-rated active license fees for the biennial renewal period of 2019/2021 and \$300 reactivation application fee);
- Provide a list of your employment, if any, from July 1, 2017 through the present date. If no employment during that time, please provide confirmation in writing;
- Submit proof of current CPR certification (online certification is not acceptable);
- Submit proof of completion of a total of 20 hours of continuing education credits completed during the 12 months preceding application (10 hours of which may be online/home study and 2 hours of which must specifically pertain to infection control);
- Certify that during the period of July 1, 2017 through 11-15-19 (enter current date), I had [REDACTED] (indicate number of) filing(s) or service or claim(s) or complaint(s) of malpractice or disciplinary action(s) in any jurisdiction outside the State of Nevada (include any Peer Review activity). **FULL DISCLOSURE OF EACH SUCH CASE MUST BE ENCLOSED;**
- Pursuant to federal mandated requirements, I further certify that:
 1. I am NOT subject to a court order for the support of one or more children.
 2. I AM subject to a court order for the support of one or more children (MUST complete 2a or 2b)
 - 2a. I am NOT in compliance with a plan approved by the district attorney or other public agency enforcing the order for the payment of the amount owed pursuant to the court order for the support of one or more children.
 - 2b. I AM in compliance with a plan approved by the district attorney or other public agency enforcing the order for the payment of the amount owed pursuant to the court order for the support of one or more children.

I authorize and empower the Nevada State Board of Dental Examiners or its agent to contact any person, firm, service, agency, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my application to reinstate my revoked license based upon this affidavit. I acknowledge I have a continuing responsibility to update all information contained in this application until such time as the Board takes action on this application.

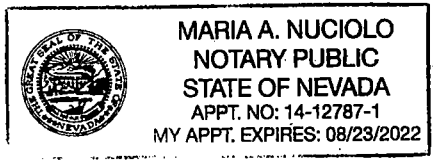
State of Nevada
County of Clark

SIGNATURE OF LICENSEE [Signature] DATE 11.15.19

SUBSCRIBED TO AND SWORN BEFORE ME, this 15 day of November, 20 19.

SEAL

[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



*Pd \$ 850
✓1431*



Consideration of Application for Dental Licensure

- Gabriela Wilson, DMD



Nevada State Board of Dental Examiners

6010 S. Rainbow Blvd., Bldg. A, Ste. 1
Las Vegas, NV 89118
(702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046



I hereby make application for Nevada Dental licensure by: (Please check one below)

Licensure by ADEX Exam (NRS 631.240): \$1200 Licensure by WREB Exam (NRS 631.240): \$1200

Licensure by Credential (NRS 631.255): \$1200 (Please select specialty below) Indicate Specialty: Board Eligible Diplomate

Orthodontia Prosthodontia O & M Pathology
Endodontia Pediatric Dentistry O & M Radiology
Periodontia Public Health Dentist O & M Surgery

Limited Licensure (NRS 631.271): \$125 Resident: Instructor: Restricted Geographical (NRS 631.274): \$600 Underserved County(ies): FQHC or Non-Profit:

Indicate Residency Program: Indicate Instructor Facility: Indicate County(ies): Indicate FQHC Facility or Non Profit

Military by Reciprocity/Credential: \$600.00 License by Endorsement: \$1200

NOTE: An application is considered complete when the application, all required documents, background information, and fees are on file with the Board office. APPLICATION FEES MUST BE PAID IN ADVANCE AND MAY NOT BE REFUNDED PURSUANT TO NEVADA REVISED STATUTE (NRS) 631.345. Please type or print legibly. All questions must be answered. If additional space is needed, attach a separate sheet identifying additional information by Section number. Applicants acknowledge they have a continuing responsibility to update all information contained in this application until such time as the Board takes final action on this application. Failure of an applicant to update the information prior to final action of the Board is grounds for subsequent disciplinary action.

Last: WILSON First: GABRIELA Middle: T. Suffix:

Soc. Security #: Age: Male Birthdate: Birthplace (City, County, State, & Country): Female

Have you ever been known by any other name? Yes No

If yes, state in full every other name by which you have been known, the reason therefore, and the inclusive dates of known

If a married woman, state maiden name:

If a name change was made by court order, attach a CERTIFIED COPY of the court order.

Are you a U.S. born citizen? Yes No

If no, are you naturalized? Yes No

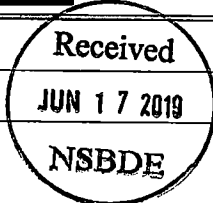
If yes, naturalization # Naturalization Date: Place:

If no, were you born abroad of US citizens? Yes No

If no, are you a legal resident? Yes No

Is your application for naturalization pending? Yes No

Date of Application: Place:



You must submit appropriate proof of Citizenship or legal documentation for lawful entitlement to remain in the U.S. and work in the U.S.

\$1200 cc 4/26/19

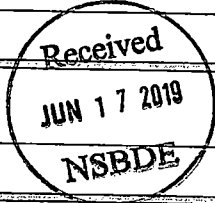
(A) HOME ADDRESS & PREVIOUS ADDRESS HISTORY

Current Home Address: [REDACTED]	City: [REDACTED]	State: [REDACTED]	Zip code: [REDACTED]
Mailing Address: This is the address that all correspondence from NSBDE will be mailed. <input checked="" type="checkbox"/>			
Is same as current home address please check box.			
Mailing Address (if different):	City:	State:	Zip Code:
Telephone Residence:	Telephone Cell:	Email address:	

(B) PREVIOUS STREET ADDRESS

List all home addresses for the past seven (7) years. If you cannot recall certain information please indicate cannot recall. Do not leave blank. Please be sure that if you were in school you have a home address listed in the same state you went to school. (Please add additional pages as needed)

1. Address : [REDACTED]	City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]
County: USA	Dates: 07-01-2017 to 05-2019		
2. Address : [REDACTED]	City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]
County: USA	Dates: 07-2014 to 06-2017		
3. Address : [REDACTED]	City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]
County: USA	Dates: 06-2009 to 06-2014		
4. Address :	City:	State:	Zip Code:
County:	Dates: to		
5. Address :	City:	State:	Zip Code:
County:	Dates: to		
6. Address :	City:	State:	Zip Code:
County:	Dates: to		
7. Address :	City:	State:	Zip Code:
County:	Dates: to		
8. Address :	City:	State:	Zip Code:
County:	Dates: to		
9. Address :	City:	State:	Zip Code:
County:	Dates: to		
10. Address :	City:	State:	Zip Code:
County:	Dates: to		



(C) MILITARY SERVICE

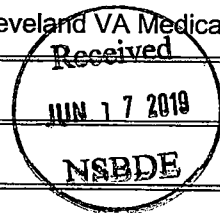
Have you ever served in the military? (if yes, you must answer the questions below)

Yes No

Date of Service: From _____ to _____		Military Occupation Specialty/Specialties:	
Branch of Service:	Army/Army Reserve <input type="checkbox"/>	Marine Corps/Marine Corps Reserve <input type="checkbox"/>	
	Navy/Navy Reserve <input type="checkbox"/>	Air Force/ Air force Reserve <input type="checkbox"/>	
	Coast Guard/ Coast Guard Reserve <input type="checkbox"/>	National Guard <input type="checkbox"/>	
Date of Service: From _____ to _____		Military Occupation Specialty/Specialties:	
Branch of Service:	Army/Army Reserve <input type="checkbox"/>	Marine Corps/Marine Corps Reserve <input type="checkbox"/>	
	Navy/Navy Reserve <input type="checkbox"/>	Air Force/ Air force Reserve <input type="checkbox"/>	
	Coast Guard/ Coast Guard Reserve <input type="checkbox"/>	National Guard <input type="checkbox"/>	

(D) EDUCATION & CERTIFICATIONS

Doctoral:	Post Doctoral:
University/ College: Case Western Reserve Univ. School of Dental Medicine	University/ College: Louis Stokes Cleveland VA Medical Center
City: CLEVELAND	City: CLEVELAND
State: OHIO	State: OHIO
Years Attended: (month/year) 08-2004 to 05-2008	Years Attended: (month/year) 07-2008 to 06-2009
Graduation Date: 5-18-2008	Graduation Date: 6-30-2009
Degree Earned: DDS <input type="checkbox"/> DMD <input checked="" type="checkbox"/>	Specialty (MS): GPR



(E) LASER USE AND CERTIFICATION

I utilize laser radiation in the performance of my practice of dentistry. Yes No

I certify that each laser I use in my practice of dentistry has been cleared by the United States Food and Drug Administration for use in dentistry. Yes No

Attach a copy of proof of course completion of laser proficiency indicating successful completion of a recognized course pursuant to Board regulation NAC 631.033 and NAC 631.035 based on the curriculum guidelines and standards for dental laser education as adopted by the Academy of Laser Dentistry.

(F) CONTINUED CLINICAL COMPETENCY

Have you been out of active practice for two or more years just prior to completing this application? Yes No

If yes, attach a separate sheet with details of how you have maintained your clinical skills.

(G) HISTORY OF IMPAIRMENT

(1) Do you now, or have you ever, abused alcohol, other chemical substances, or do you have any medical/mental impairments or emotional condition(s) that would impair your ability to perform as a licensee pursuant to NRS and NAC Chapters 631? (If yes, submit details on separate sheet) Yes No

(2) Do you now, or have you ever had, any contagious or infectious disease(s) that would impair your ability to perform as a licensee pursuant to NRS and NAC Chapters 631? (If yes, submit details on separate sheet) Yes No

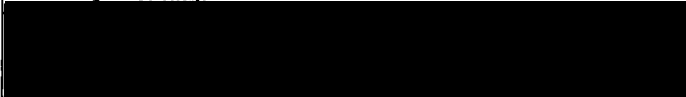
(H) DENTAL PRACTICE & EMPLOYMENT HISTORY


Have you ever been engaged in private dental practice, been employed as a dentist, been self-employed or done business under a fictitious name (D.B.A.)? Yes No

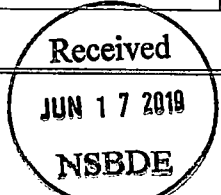
If yes, list the following information for the past ten years including the dates you practiced dentistry: the names of all employers; partners, associates or persons sharing office space; list dates of self-employment and nature of business; list all fictitious names (D.B.A.), dates and nature of business; and the reason for leaving each practice. If you were unemployed for any period of time please write the month and year of unemployment. (Use additional sheets if necessary)

Current Practice Address (if any):	City:	State:	Zip Code:
Telephone:	Fax:	Email address:	

(I) PREVIOUS EMPLOYMENT

1. Practice Address: 3727 EASTON MARKET	City: COLUMBUS	State: OHIO	Zip Code: 43219
From: 08-2009 To: 06-2014 (Include month/year)	Telephone: 614-476-8780		
Name of Employers, Associates, Etc... DR. TAMIMI	Reason for leaving: 		

2. Practice Address: 1201 S High St., #1	City: COLUMBUS	State: OHIO	Zip Code: 43206
From: 06-2009 To: 07-2009 (Include month/year)	Telephone: 614-444-1454		
Name of Employers, Associates, Etc... DONALD BOWEN	Reason for leaving: 		

3. Practice Address:	City:	State:	Zip Code:
From: To: (Include month/year)	Telephone:		
Name of Employers, Associates, Etc...	Reason for leaving:		
			

4. Practice Address:	City:	State:	Zip Code:
From: To: (Include month/year)	Telephone:		
Name of Employers, Associates, Etc...	Reason for leaving:		

5. Practice Address:	City:	State:	Zip Code:
From: To: (Include month/year)	Telephone:		
Name of Employers, Associates, Etc...	Reason for leaving:		

(J) EXAMINATION AND LICENSURE HISTORY

NATIONAL BOARD EXAMINATION

Part I Date Taken: 01/06/2006 PASS FAIL

Part II Date Taken: 12/22/2007 PASS FAIL

Please list below all dental/hygiene clinical examinations in which you have participated: *(Use additional sheets if necessary)*

CLINICAL EXAMS:

ADEX Date(s) of Clinical Examination: 10-06-2007 to 02-28-2008 PASS FAIL

WREB Date(s) of Clinical Examination: to PASS FAIL

OTHER EXAMS:

Regional/State, Territory, DC:

Date(s) of Clinical Examination: to PASS FAIL

Regional/State, Territory, DC:

Date(s) of Clinical Examination: to PASS FAIL

Have you ever applied for a license to practice dentistry? Yes No

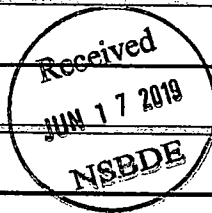
If yes, list the following for each state, territory or the District of Columbia. Use additional sheets if necessary:

State, Territory, DC: OHIO Date of Application: 3-06-2009

Result of Application (Granted, Denied, Pending): GRANTED

State, Territory, DC: Date of Application:

Result of Application (Granted, Denied, Pending):



State, Territory, DC: Date of Application:

Result of Application (Granted, Denied, Pending):

- 1 Have any proceedings been initiated against you to revoke or suspend your dental license? Yes No
- 2 At the time you filed this application, were any disciplinary proceedings pending against you, including complaints or investigations, in any other state, territory or the District of Columbia? Yes No
- 3 Have you ever been terminated or attempted to terminate or surrender a dental license in any state, territory or the District of Columbia? Yes No
- 4 Have you ever been denied a dental license in this state, another state, or a territory of the U.S. or the District of Columbia? Yes No

If you answered 'yes' to questions J1, J2, J3 and/or J4, provide a full explanation of each answer on a separate sheet and attach to this application.

(K) MALPRACTICE

Have you ever had any claims of malpractice filed against you?

Yes No

If Yes, list all malpractice, negligence lawsuits and claims you have ever had against you. Include dates, names, settlements and resolutions. Please include malpractice and lawsuits that were dismissed. Provide additional pages as needed.

Do you or have you ever carried malpractice (professional liability) insurance?

Yes No

List all malpractice carriers since licensed or for the past 10 years (which ever is longer). Leave no time gaps and account for periods with no insurance. Provide additional pages as needed.

Carrier: COLUMBIA CASUALTY CO

Policy Number: [REDACTED]

Address: 2850 GOLF RD City: ROLLING MEADOWS State: IL Zip Code: 60008

From: 2/2012 To: 5/2015 (Include month/year) Telephone: 630-773-3800

Carrier: FORTRESS- BEHNKE & COMPANY INC.

Policy Number: [REDACTED]

Address: 101 SOUTH MAIN SUITE 200 City: DECATUR State: IL Zip Code: 62523

From: 8/2009 To: 2/2012 (Include month/year) Telephone: 217-233-3344

Carrier: THE CINCINNATI INSURANCE CO

Policy Number: [REDACTED]

Address: P.O. BOX 145496 City: CINCINNATI State: OH Zip Code: 45250

From: 7/2009 To: 7-2010 (Include month/year) Telephone: 513-870-2000

Carrier: [REDACTED] Policy Number: [REDACTED]

Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

From: [REDACTED] To: [REDACTED] (Include month/year) Telephone: [REDACTED]

Carrier: [REDACTED] Policy Number: [REDACTED]

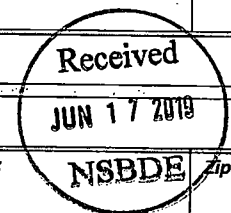
Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

From: [REDACTED] To: [REDACTED] (Include month/year) Telephone: [REDACTED]

Carrier: [REDACTED] Policy Number: [REDACTED]

Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

From: [REDACTED] To: [REDACTED] (Include month/year) Telephone: [REDACTED]



(L) MORAL CHARACTER

1 Have you ever been reprimanded, censored, restricted or otherwise disciplined? Yes No

2 Have any claims or complaints of malpractice, formal or informal, ever been made or filed against you, or have any proceedings been instituted against you? Yes No

3 Have you ever been arrested, convicted, charged with, entered a plea of nolo contendere or pleaded guilty to the violation of any law [misdemeanor(s) or felony(ies)]? Yes No

If your answer is 'yes' to any of the foregoing questions (1-3), furnish a written statement of each occurrence giving the complete facts. For each incident, state the date, case number, the nature of the charge the disposition of the matter, and the name and address of the authority in possession of the records thereof. You must provide certified copies of any arrest or conviction and/or any plea agreements entered into for any felony(ies) or misdemeanor(s).

4 Have you ever been denied participation in, or suspended from the Medicaid or Medicare benefit program? Yes No

If your answer is 'yes' to questions 4, furnish a written statement of each occurrence giving the complete facts. For each incident, state the date, the nature of the charge the disposition of the matter, and the name and address of the authority in possession of the records thereof.

5 Do you hold a DEA license? Yes No If yes list DEA Number #

6 Have you ever surrendered your DEA number or had it revoked or restricted? Yes No

(M) STATEMENT OF CHILD SUPPORT

Pursuant to state and federal mandated requirements, I further certify that (CHECK the appropriate box):

1 I am NOT subject to a court order for the support of one or more children.

2 I AM subject to a court order for the support of one or more children and: (continue to 2a or 2b below)

2a I am NOT in compliance with a plan approved by the district attorney or other public agency enforcing the order for the payment of the amount owed pursuant to the court order for the support of one or more children.

2b I AM in compliance with a plan approved by the district attorney or other public agency enforcing the order for the payment of the amount owed pursuant to the court order for the support of one or more children.



(N) AFFIDAVIT AND PLEDGE

I hereby expressly waive all provisions of law forbidding any physician or other person who has attended or examined me or who may hereafter attend or examine me from disclosing any knowledge or information that is thereby acquired, and I hereby consent that such knowledge or information may be disclosed to the Nevada State Board of Dental Examiners.

The person named as the applicant in the foregoing application and questionnaire, being first duly sworn, deposes and says: I am the applicant for dental licensure referred to; and I have carefully read and understand the questions in the foregoing questionnaire and have answered them truthfully, fully, and completely, without mental reservation of any kind. I further understand I have a continuing obligation to inform the Board should any of my answers since filing this application change prior to the Board issuing my license. In the event I fail to update the answers which have changed since submitting this application, I understand that such failure is ground for revocation of any license issued or denial of the application.

I hereby authorize educational and other institutions, my references (past and present), business and professional associates (past and present), insurance carriers, professional societies, governmental agencies and instrumentalities (local, state, federal or foreign), and independent information gathering services to release to the Nevada State Board of Dental Examiners any information, files or records requested by the Board in connection with the processing of this application.

I hereby pledge myself to the highest standards and ethics in the Practice of Dentistry and further pledge to abide by the laws and regulations pertaining to the practice of dentistry. I understand that a violation of this pledge may be deemed sufficient cause for the revocation of a license issued by the Board.

I hereby understand and agree that the title of all licenses shall remain with the Nevada State Board of Dental Examiners and subject to surrender by Order of said Board.

I UNDERSTAND THAT ANY OMISSIONS, INACCURACIES, OR MISREPRESENTATIONS OF INFORMATION ON THIS APPLICATION ARE GROUNDS FOR REJECTION OF THIS APPLICATION AND THE REVOCATION OF A LICENSE WHICH MAY HAVE BEEN OBTAINED THROUGH THIS APPLICATION.

APPLICANT

Gabriela T. Wilson
Applicant Signature

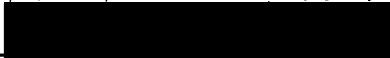
WILSON, GABRIELA, T.
Applicant (printed) Last Name, First, MI, Suffix (e.g., Jr.)

Date of Signature (must correspond with notary date)

05-20-2019

Applicants Date of Birth (month/day/year)

Social Security Number



NOTARY

State of Nevada County of Clark

The statement on this document are subscribed and sworn before me this

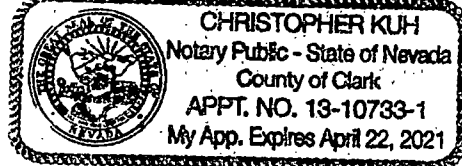
20th day of May, 2019

[Signature]

Notary Public

05/22/2021

My Commission Expires





Nevada State Board of Dental Examiners

6010 S. Rainbow Blvd., Bldg. A, Ste. 1
Las Vegas, NV 89118
(702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

NOTARIZED AUTHORIZATION FOR RELEASE OF INFORMATION, DOCUMENTS AND RECORDS

GABRIELA T WILSON

I, _____, designate the Nevada State Board of Dental Examiners to collect, verify and maintain information, and copies of documents and records that can subsequently be provided to professional licensing boards, hospitals and other entities when I apply for licensure, staff membership, employment, or other privileges.

I request and authorize every person, institution, professional licensing board or any state in which I hold or may have held a license to practice my professional, Joint Commission on National Dental Examinations, hospital, clinic, government agency (local, state, federal or foreign), law enforcement agency, or other third parties and organizations, and their representatives to release information, records, transcripts, and other other documents, concerning my professional qualifications and competence, ethics, character, and other information pertaining to me to the Nevada State Board of Dental Examiners.

I further request and authorize that the requested information, documents and records be sent directly to:

Nevada State Board of Dental Examiners
6010 S Rainbow Blvd., Suite A-1
Las Vegas, NV 89118

I hereby release, discharge, and hold harmless the Nevada State Board of Dental Examiners, or representatives and any person furnishing information, records, or documents of any and all liability. I authorize the Nevada State Board of Dental Examiners to release information, material, documents, orders or the like relating to me or this application to any entity at my request.

By my signature below, I acknowledge that information, documents and records required to be furnished by another organization, educational institutions, individual, or any person or groups must be sent directly by such persons to Nevada State Board of Dental Examiners. I understand that Nevada State Board of Dental Examiners will not accept such information, records, or documents forwarded by me.

A photocopy or facsimile of this authorization shall be as valid as the original and shall be valid for a period of one (1) year from the date of signature.

APPLICANT

Gabriela T. Wilson
Applicant Signature

WILSON, GABRIELA, T.
Applicant (printed) Last Name, First, MI, Suffix (e.g., Jr.)

05-20-2019
Date of Signature (must correspond with notary date)

Applicants Date of Birth (month/day/year)

Social Security Number



NOTARY

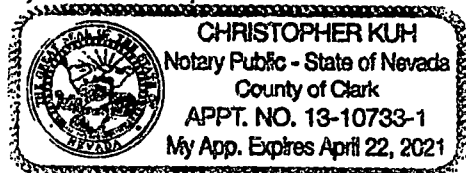
State of Nevada County of Clark

The statement on this document are subscribed and sworn before me this

20th day of May, 2019

Notary Public

04/22/2021
My Commission Expires



**Consideration of Application for
Moderate Sedation
Administration Permit**

-Jacob Hamblin, DDS

email dashafer@nsbde.nv.gov
Fax 702-486-7046



THE NEVADA STATE BOARD OF DENTAL EXAMINERS

ATTESTATION FOR DIDACTIC AND CLINICAL INSTRUCTION Obtained through the Academy of Dental and Medical Anesthesia

I Jacob Scott Hamblin hereby acknowledge and attest I attended and successfully completed the Dental Moderate IV Sedation Certification/Training Course with the Academy of Dental and Medical Anesthesia:

I attended the ADMA course at: (Please check one)

Kettering Health Clinic, Dayton Ohio Cleveland Dental Clinic
 Other Location

Course Completion Date: 6/14/19

I hereby acknowledge and attest I received a minimum of sixty (60) hours of didactic (live lecture) and I personally administered moderate sedation to at least twenty (20) patients as the sole operator for the administration of moderate sedation to the twenty (20) patients during this course.

Please list the names of the instructors who provided the didactic of moderate sedation to you:

Gary Mermel M.D.

Please list the names of the instructor(s) who provided supervision for the administration of moderate sedation to patients during your participation the clinical portion of this certification/training course:

Cory Pickens MD

Anna McGuire DMD



I further acknowledge any omissions, inaccuracies, or misrepresentations of information contained in this attestation in conjunction with my application for a Moderate Sedation Permit are grounds for the denial of a permit which may have been obtained through this attestation in conjunction with my application.

Dated this 23 day of Sept 2019

Jacob Scott Hamblin

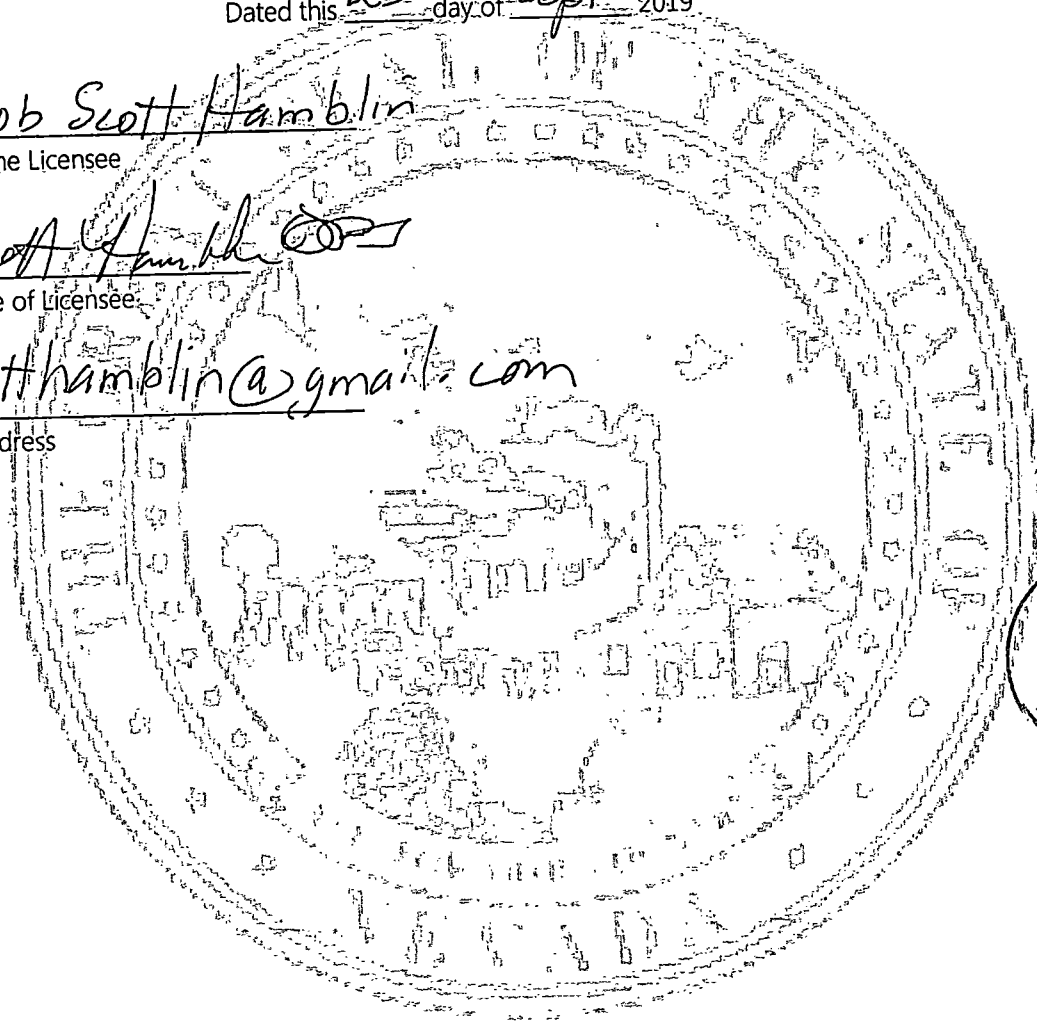
Print Name Licensee

J. Scott Hamblin

Signature of Licensee

scotthamblin@gmail.com

Email address



**Consideration of Application for
Moderate Sedation Administration
Permit**

-Kostika Polena, DMD



THE NEVADA STATE BOARD OF DENTAL EXAMINERS

ATTESTATION FOR DIDACTIC AND CLINICAL INSTRUCTION
Obtained through the Academy of Dental and Medical Anesthesia

I Kostika Polena hereby acknowledge and attest I attended and successfully completed the Dental Moderate IV Sedation Certification/Training Course with the Academy of Dental and Medical Anesthesia:

I attended the ADMA course at: (Please check one)

Kettering Health Clinic, Dayton Ohio Cleveland Dental Clinic

Other Location

Course Completion Date: 06/14/2019

I hereby acknowledge and attest I received a minimum of sixty (60) hours of didactic (live lecture) and I personally administered moderate sedation to at least twenty (20) patients as the sole operator for the administration of moderate sedation to the twenty (20) patients during this course.

Please list the names of the instructors who provided the didactic of moderate sedation to you:

Gary Pickens
Gary Mermal
Erwin Washington

Please list the names of the instructor(s) who provided supervision for the administration of moderate sedation to patients during your participation the clinical portion of this certification/training course:

Gary Pickens
Anna K. McGuire



I further acknowledge any omissions, inaccuracies, or misrepresentations of information contained in this attestation in conjunction with my application for a Moderate Sedation Permit are grounds for the denial of a permit which may have been obtained through this attestation in conjunction with my application.

Dated this 23 day of September 2019

Kostika Polena
Print Name Licensee

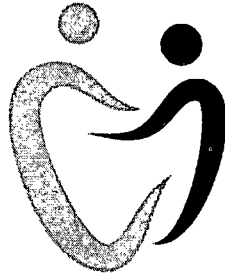
[Signature]
Signature of Licensee

KOSTIKAPOLENA@gmail.com
Email address



Approval of Public Health Dental Hygiene Program

- Community Dental Connections



COMMUNITY DENTAL CONNECTIONS
Your Partner in Wellness

October 7, 2019

To: Nevada State Board of Dental Examiners

From: Lancette VanGuilder, RDH, BS

RE: Approval of Public Health Program

I would like to make a formal request to be added to the November 1, 2019 board meeting. I am requesting that the public health program Community Dental Connections be approved by the Nevada State Board of Dental Examiners at the upcoming board meeting on November 1, 2019.

I have included the required materials: Proof of CPR and Insurance and Policy manual that includes: population served, procedures, timeline and referral process.

Immediate implementation is being requested due to a funding opportunity at a school that I have already worked with in recent years has requested that I provide services and has funding to use before Jan 1, 2020. I am hopeful that 3 ½ weeks' notice is a sufficient request. My request for the public health endorsement will follow.

If any additional materials are needed, please contact me right away at: [REDACTED]

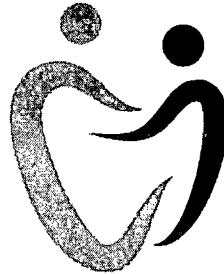
Thank you, in advance, for your consideration.

Lancette VanGuilder, RDH, BS

Founder/Executive Director

Community Dental Connections





COMMUNITY DENTAL CONNECTIONS
Your Partner in Wellness

Community Dental Connections

A Public Health Endorsed Dental Hygiene Program

Lancette VanGuilder, RDH, BS

lancettevg@gmail.com

775-224-4323

Submitted to the Nevada State Board of Dental Examiners on
October 7th, 2019 for consideration/approval at next board
meeting on November 1, 2019.



Program Executive Director/Founder



Lancette VanGuilder, RDH, BS

International Speaker*Clinician*Public Health Advocate

Professional Educator*National Dental Hygiene Leader

Lancette VanGuilder, RDH, BS graduated with her dental hygiene degree from the University of South Dakota in 1995 and has been actively involved in dental hygiene practice, education, leadership and advocacy on the local, state and national level over the last 25 years. Lancette currently works as a clinician in private practice, in the corporate world as a professional educator and is an internationally recognized continuing education speaker for dentists, dental hygienists, dental therapists and dental assistants.

Lancette has worked in many areas of public health including practicing as a public health endorsed dental hygienist with Future Smiles, supervising dental hygiene students and policy making/lobbying in Nevada and Washington, DC. She completed her Excellence in Non-Profit Management Certificate from the University of Nevada, Reno on March 23,2018.

She is a past president of the Nevada Dental Hygienists Association and served on the board of directors for the American Dental Hygienists Association as the District 12 Trustee, representing 6 states on the west/pacific coast between 2012-2016. Lancette has received many awards during her career starting with the Nevada Dental Hygienist of the Year. Most recently, she was recognized with the Innovative Career Vision Award for her work in all 7 professional roles of the dental hygienist and a finalist for the Women Celebrating Leadership Award for the Eastern Sierras. Lancette's most notable accomplishment was receiving the 2018 National Professional Achievement Award from the American Dental Hygienists Association- recognizing her for her contributions across the entire nation for the advancement of the art and science of the dental hygiene profession over the last 15 years.

Lancette is passionate about ensuring that all communities have access to dental care, the power of prevention and the utilization of the dental hygienist.





COMMUNITY DENTAL CONNECTIONS
Your Partner in Wellness

Policies and Procedures

Table of Contents

1. Vision and Mission
2. Program Parameters
4. Population Served
5. Documentation
6. Dental Equipment
7. Services Provided
8. Referral/Case Management
9. Infection Control and Clinical Duties
10. X-ray Protocol
11. Prophylaxis and Scaling and Root Planning
12. Sealant and Fluoride Protocol
13. Emergency Protocol
14. Additional References
15. Finance Statement and Timeline
16. Contact Information

Vision: *Creating communities that are happy, healthy and free from dental disease.*



Mission

Our mission is to use portable dental equipment and bring high quality dental services to vulnerable populations in a convenient and cost-effective manner, regardless of their ability to pay.

Optimal oral health is a critical component of overall health. We aim to provide free or low-cost dental hygiene services, case management and dental referrals to low income and (un)underserved populations in Nevada in an effort to improve oral and overall wellness. Oral healthcare needs would be met through dental screenings, oral hygiene instruction, problem prevention, education, prophylaxis, scaling and root planning, fluoride application and sealants through evidence-based clinical Best Practices. All patients would receive follow up case management and referrals.

Program Parameters

Community Dental Connections is a mobile, cost effective and efficient healthcare delivery model. This program allows licensed dental professionals to deliver mobile care in a variety of settings with minimal overhead costs. The program is founded in a dental hygiene-based model to ensure focus remains on education and disease prevention.

All volunteers and employees must follow Nevada Statutes, Rules and Regulation that govern the practice of dentistry and dental hygiene as listed in NRS 631 and NAC 631 and 459 and hold an active license and public health endorsement. They must also follow the most current CDC guidelines for infection control in the dental office, and abide by HIPAA regulations. Liability Insurance must be maintained during the duration of the program.

The program will operate on a part time basis as community needs dictate and on a year-round schedule. Hours may include week days and evenings and weekends. Since the intent is convenience, hours will be determined but site location and fall in line with standard operating hours of the site location. For example, if at a school- will follow school day schedule. All patients that provide positive consent will be seen.

All program locations will be provided, in writing (electronically) and in advance, for locations being served to the Nevada State Board of Dental Examiners.



Population Served

Elderly, veterans, seniors, at risk children and adults at home, schools, community health centers, churches, day centers, housing program locations, shelters, assisted living facilities and general dental offices.

Documentation

All patients will be presented with a social/medical history and data collection form. Data collection form may include, but not limited to: demographics, income, insurance, contact information and media release.

Minors should have a legal guardian or parent complete forms, but in the case of at-risk minor that is homeless or part of a sex trafficking rehabilitation program and no legal guardian are present, then the recipient seeking care and an adult who is affiliated with a program Community Dental Connections partners with will sign the consent for treatment.

Before treatment, patients will produce a signed medical history form and positive consent for Community Dental Connections staff to render treatment. Patients can opt out of any services.

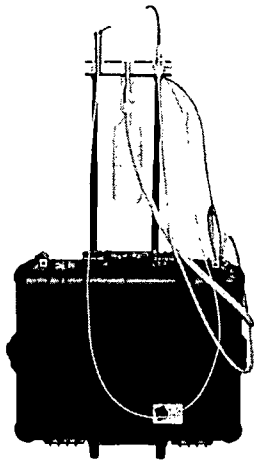
All records will be kept for a minimum of 5 years and Community Dental Connections will adhere to all current state recordkeeping laws.

A form will always be given at the end of the appointment to ensure the patient is aware of all services provided. This form will also have 24-hour contact information for Community Dental Connections and will always include a dental referral recommendation to promote establishment of a dental home and need for follow up care.

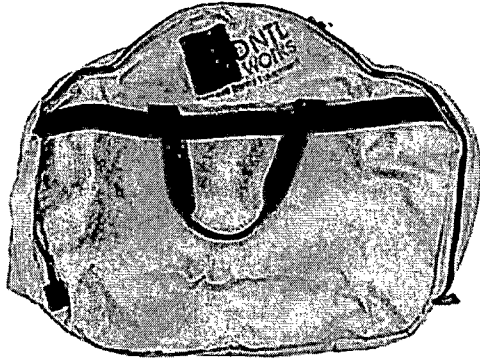


Portable Dental Equipment

- Mobile dental equipment has been purchased: DN'TL Works ProSeal I
 - <https://dntlworks.com/product/proseal-i/>
- Impact-resistant case incorporates built-in wheels and retractable handle
- Powerful, quiet vacuum pump with dual hoses for HVE and saliva ejector use
- Integrated, non-retracting water source with air/water syringe for irrigating and drying
- Large waste container with automatic overflow shutoff
- Mini-compressor for air/water syringe use
- Hospital grade power cord with 15 amp circuit breaker
- Made with pride in the USA
- Additional Features
 - One-piece design is both durable and rugged
 - Powerful vacuum pump with dual-hose design accommodates many brands of HVE and saliva ejector tips
 - Impact-resistant case with built-in wheels and retractable handle
 - Efficient mini-compressor for air/water syringe use
 - Built-in carrying handle



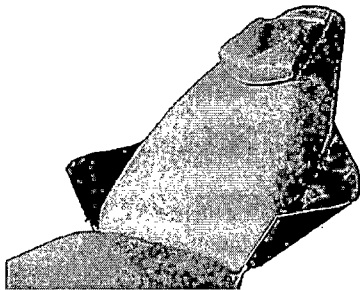
Portable Dental Equipment



Portable Dental Stools Soft-Sided Carrying

Case

- Rugged, large, soft-sided carrying case that will accommodate any one of our DNTLworks portable dental stools. One carrying case for each stool, chair



UltraLite Patient Chair Arm Slings

Arm slings made specifically for the DNTLworks UltraLite™ Portable Patient Chair

Portable Dental Equipment

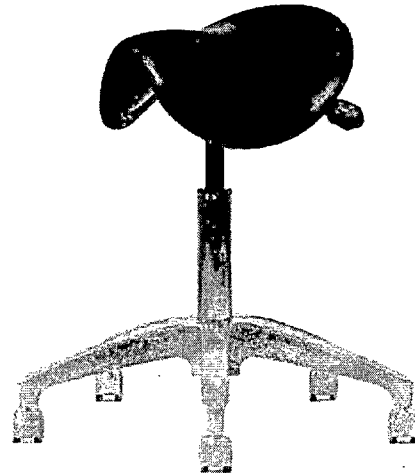
Silverton C150D

Standard Features- Crown Seating

- Dual lever Seat Plate adjustment with 15 degrees of tilt.
- Lightweight design
- Saddle style seat
- Cylinder: Tall
- Base: Metal
- Casters: Hard Floor
- Cushioning: Serene Gel Foam

Specifications

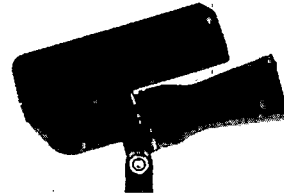
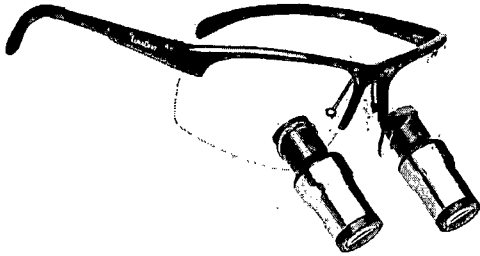
- Weight: 28 lbs
- Stool Base Diameter: 23"
- Floor Seat Height: 25" - 31.5"



- Seat Measurements: Width 13" x Depth 16"



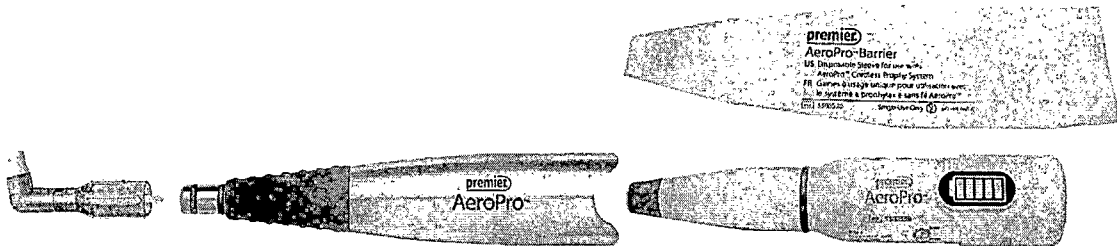
Portable Dental Equipment



LumaDent airLUX™ Wireless LED Headlight and Loupe Package



<https://www.premierdentalco.com/product/hygienepreventative/cordless-handpieces/aeropro-systems/aeropro-cordless-handpiece-system/>



Services Offered

Oral health education and problem prevention strategies (including the risks of sugar, tobacco, biofilm, oral piercings), home care instructions (including brushing, flossing, and fluoride), discuss the benefits of dental treatments like prophylaxis, sealants, and fluoride and then provide those services when appropriate.

Explain post-operative instructions for all services rendered. Oral screenings to assess oral health needs (including oral cancer exam and periodontal assessment), and referrals for follow up dental care and X-rays at a partnering dental office location.

Referral Program/Case Management

Upon screening and an evidence-based assessment, referrals to a partnering dental office or public dental health clinic will be provided for the treatment and continuing care when: patient experiences regular dental pain, abscess present, rampant caries in multiple quadrants of the mouth, deep caries in one quadrant of the mouth, heavy calculus buildup or deep pocketing requiring local anesthetic versus topical anesthetic to maintain comfort, abnormality found during oral cancer screening, or when regular recall is due. Patient will initial that they have received a referral, explained the reason and its urgency in their chart for documentation.

- Referrals/education shall be given to assist with reimbursement options: NV Medicaid and NV Health Link

Referral Network may include:

1. All dental public health entities in surrounding area. For example: Community Health Alliance, Compassion Community Clinic, Northern Nevada Dental Health Programs, Truckee Meadows Community College Department of Dental Hygiene
2. Local Dental offices in surrounding area that accept Medicaid and/or accepting New Patients.
 - a. Community Dental Connections staff will reach out to local offices and determine if office may be used as part of referral program.
 - b. Referrals will be based on location, transportation and availability.



Infection Control and Clinical Duties

- Inventory and order program supplies
 - Monitor program budget and expenses
 - Maintain equipment following manufacturers recommendations, seeking repairs as needed
 - Set up treatment materials and daily paperwork
 - Provide oral health education
 - Utilize electronic health records when possible, and maintain paper charts when not available
 - Utilize Personal Protective Equipment as outlined by OSHA
 - Assess oral health status and provide oral prophylaxis, using topical anesthetic as needed for patient comfort (referring when topical is not sufficient). Local anesthesia will not be included at this time.
 - Assess recall needs and explain reasoning to patient, giving a referral for continued care
 - Assess teeth suitable for fluoride and sealant placement
 - Provide post-operative instructions for treatment rendered
 - Sterilize equipment and instruments for the next treatment day. Instruments will be transported in a heavy gauge plastic “dirty” instrument container and sterilized at Sierra Smiles locations, where regular monitoring occurs of the sterilization process.
 - Maintain compliance with HIPPA and OSHA requirements
 - Adhere to the following CDC guidelines for handwashing and infection control in the dental office, including the use of plastic barriers, Cavi-cide wipes, etc.
<https://www.cdc.gov/infectioncontrol/guidelines/hand-hygiene/index.html>
<https://www.cdc.gov/oralhealth/infectioncontrol/guidelines/index.htm>
- Will have biennial OSHA Infection Control site evaluation and training done by an outside entity/infection control professional.



X-Ray Services

No X-rays will be administered with the mobile program at this time. If mobile X-ray equipment will be purchased as part of this initiative, this manual would need to be updated and approved by the Nevada State Board of Dental Examiners. X-rays may be obtained through a licensed dental office under the Doctor's prescription of advised care. Community Dental Connections licensed staff may take X-rays if volunteering if/when partnering Dentists open their office for Pro Bono care of the underserved and provide duplicate copies to Community Dental Connections.

Prophylaxis and Scaling and Root Planing Protocol

<https://www.adha.org/resources-docs/2016-Revised-Standards-for-Clinical-Dental-Hygiene-Practice.pdf>

Intra and Extra Oral Exam, Prophylaxis or S/RP , Post-Operative Instruction

1. Introduce yourself and ask if patient has any concerns
2. Review medical history and assess special needs. If patient requires premedication and did not take it prior to appointment, they will be given a referral for the next available date to receive treatment at a dental office versus mobile hygiene service where premed can be given or prescribed by the authority of a dentist. If their medical health is in question, then refer to a medical provider and forgo treatment today. If Blood Pressure is >180 systolic and/or >120 diastolic, then recheck in 5 minutes. If still elevated to this level, do not perform dental treatment and refer to nearest Emergency Room. If blood pressure is above 140/90, continue treatment but monitor during appointment. Recommend consulting a physician to address the elevated blood pressure condition. * Adhere to the American Heart Association Guidelines for Blood Pressure (see chart below)
3. Put on Personal Protective Equipment and give patient safety glasses
4. Place bib around patient and recline if possible, in treatment chair
5. Do Extra and Intra Oral exams to check for abnormalities
6. Assess gingival health, complete periodontal charting, and explore dentition to



devise a dental hygiene treatment plan. This may include prophylaxis, scaling and root planning, sealants, fluoride varnish, and a dental partner referral. Discuss benefits of these treatments. All patients will receive a periodontal assessment.

7. Identify treatment urgency= 0- no obvious problems, 1- early dental problems, 2- significant dental issues and 3- severe problems, need immediate attention (decay all 4 quads, visible abscess, pain, inability to eat).

All patients will receive risk assessments: periodontal disease and caries

8. Strategize preventive dental care plan after assessing plaque, bleeding, amount of calculus, time since last dental visit, diet, and oral habits.

9. Discuss findings and educate patient in an encouraging way, to invite positive changes and trust. (Likely this will happen during the prophylaxis).

10. Remove plaque, calculus, biofilm, stain, and food debris with sterilized instruments.

11. Coronal polish with prophy paste, rinse, floss, rinse.

12. Demonstrate proper brushing and flossing techniques if indicated. Tailor individual needs to include other adjuncts, diet recommendations, etc. using evidence-based clinical Best Practices.

13. Apply sealants and or fluoride varnish if needed.

14. Discuss the need for regular recalls and the importance of referrals if indicated.

Document by having patient initial receiving the referral and the reason why it was indicated.

Blood Pressure Categories



BLOOD PRESSURE CATEGORY	SYSTOLIC mm Hg (upper number)		DIASTOLIC mm Hg (lower number)
NORMAL	LESS THAN 120	and	LESS THAN 80
ELEVATED	120 – 129	and	LESS THAN 80
HIGH BLOOD PRESSURE (HYPERTENSION) STAGE 1	130 – 139	or	80 – 89
HIGH BLOOD PRESSURE (HYPERTENSION) STAGE 2	140 OR HIGHER	or	90 OR HIGHER
HYPERTENSIVE CRISIS (consult your doctor immediately)	HIGHER THAN 180	and/or	HIGHER THAN 120

©American Heart Association

heart.org/bplevels



Sealant Protocol

*Do not seal if tooth cannot be isolated, or caries present and cavitation >1mm

Reference: <https://ebd.ada.org/en/evidence/guidelines/pit-and-fissure-sealants>

Follow manufacturer directions.

1. Provide orange safety glasses to patient
2. Isolate teeth to be sealed, dry excess saliva, and etch 30 seconds (variable
3. depending on etch used)
4. Rinse thoroughly, isolate, dry off with air
5. Apply sealant, lightly covering all pits and grooves, cure 20 seconds
6. Check for adequate coverage, and reapply if needed and cure another 20
7. seconds.
8. Remove isolation, check for excess flash.
9. Give post-operative instructions

Fluoride Protocol

Fluoride Varnish Protocol

Follow manufacturer directions.

1. After prophylaxis or sealant placement (whichever was last), dry teeth
2. Paint thin layer of fluoride varnish on all teeth without large areas of decay
3. Give post-operative instructions not to have anything hot or very crunchy (not
4. abrasive) food/drink for 4 hours, and avoid to also avoid brushing and flossing
5. for 4 hours. Explain the “waxy/coated” feeling will go away after brushing, but discuss again the benefits of fluoride applications (not more than quarterly).

Silver Diamine Protocol

Will not be used at this time. If this procedure shall be added, it will be brought before the Nevada State Board of Dental Examiners for approval.



Emergency Protocol

Emergency Protocol (As Determined by 2015 AHA Update for CPR and ECC)

Emergency equipment: determine where emergency kit and AED is located at each facility services may be provided and include in policies and procedure manual.

Community Dental Connections Kit will include:

- A. Blood pressure cuff and stethoscope, CPR barrier
 - B. Emergency Eye Wash Equipment
 - C. AED unit will be purchased when funding allows
1. Determine responsiveness
 2. Check breathing and pulse simultaneously. If no pulse or irregular breathing, activate emergency response system
 3. Call 911, ask for help from anyone else at immediate location. Bring emergency kit and AED to the scene if possible
 4. Start CPR, but attach/activate AED as soon as it arrives
 5. Maintain CPR until rescue personnel take over, only pausing if shock is being delivered as directed by AED.
 6. Document

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Public Health Endorsement

NRS 631.287 Dental hygienists: Special endorsement of license to practice public health dental hygiene; renewal.

1. The Board shall, upon application by a dental hygienist who is licensed pursuant to this chapter and has such qualifications as the Board specifies by regulation, issue a special endorsement of the license allowing the dental hygienist to practice public health dental hygiene. The special endorsement may be renewed biennially upon the renewal of the license of the dental hygienist.

2. A dental hygienist who holds a special endorsement issued pursuant to subsection 1 may provide services without the authorization or supervision of a dentist only as specified by regulations adopted by the Board (Added to NRS by 2001, 2691; A 2013, 479

NAC 631.145 Dental hygienists: Renewal of special endorsement of license to practice public health dental hygiene. (NRS 631.190, 631.287)

1. A special endorsement of a license that allows a dental hygienist to practice public health dental hygiene issued by the Board may be renewed biennially in accordance with NRS 631.287.

2. A dental hygienist may apply to renew the special endorsement upon the renewal of his or her license by submitting a report summarizing the services performed by the dental hygienist under the authority of the special endorsement during the immediately preceding biennium.

(Added to NAC by Bd. of Dental Exam'rs by R231-03, eff. 5-25-2004; A by R020-14, 6-23-2014)

Finance Statement and Timeline

Nearly \$10,000 has been collected from grants and private donations to establish
Community Dental Connections.

Equipment and supplies have already been secured to ensure care delivery for the next 24 months. *Immediate implementation before the end of 2019 is requested* due to funding and one location that would like immediate services: Innovations High School. I have worked with them in past for several years and have built a strong trust relationship with these high-risk teens, many who are already parents.

Pending approval from the Nevada State Board of Dental Examiners, asked to be placed on November 2019 board agenda.



Community Dental Connections
can be reached at:

Lancette VanGuilder, RDH, BS

- email at [REDACTED]
- by mail at [REDACTED]
- or by phone at [REDACTED]



Consideration of PHE Application

- Alicia Arraiz, RDH



Nevada State Board of Dental Examiners
 6010 S. Rainbow Blvd., Bldg. A, Ste. 1
 Las Vegas, NV 89118

APPLICATION FOR PUBLIC HEALTH ENDORSEMENT

Name: Alicia Arcaiz License No: 101824
 Address: [Redacted] Home Phone: [Redacted]
 City, State & Zip Code: [Redacted]
 E-mail: [Redacted] Work Phone: Same as above
 Agency Affiliation for Endorsement: Healthy Smile, Healthy Child Agency Phone: (775) 982-7989
 Agency Address: 1155 Mill St. Reno, NV 89502
 Dental Hygiene Education Institution: Truckee Meadows Community College
 Year of Graduation: 2012 Degree Received: AS DH

Description of Dental Public Health Program and Protocol (population, procedures, time-line, and referral mechanism): Continue on a separate paper if more room is needed.

Please see attached description.

Previous Public Health Dental Hygiene Endorsements: No previous endorsements.

Please sign and have notarized:

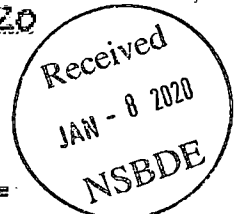
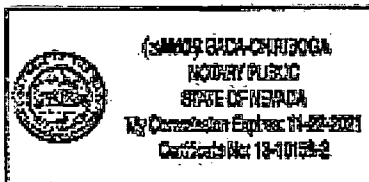
I have read, understand and will comply with NAC 631.210 regarding the duties delegable to a dental hygienist in unsupervised practice, conduct my practice in accordance with OSHA guidelines, and maintain malpractice insurance during my endorsement.

Signature: [Signature]

Date: 1-8-2020

Notary: [Signature]

Date: 01-08-2020



Please return this application, a copy of your current CPR card, proof of malpractice insurance and letter from the program director to:

Nevada State Board of Dental Examiners
 6010 S Rainbow Blvd., Suite A1
 Las Vegas, NV 89118

**Consideration of Application to be a
Board approved certification course
for injection of Neuromodulators,
Dermal and Soft Tissue Fillers**



Nevada State Board of Dental Examiners

6010 S. Rainbow Blvd., Bldg. A, Ste. 1
Las Vegas, NV 89118
(702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046



PROVIDER APPROVAL APPLICATION: INJECTION OF NEUROMODULATORS, DERMAL AND SOFT TISSUE FILLERS CERTIFICATION PROGRAM

Instructor(s) Name: Dr. Warren Roberts, Dr. Jan Roberts, Dr. Trevor Morhaltek, Dr. Kimit Rai

Program Title and Objectives [Must relate directly to the practice of dentistry]:

Revised Course Program Submission:

- Level 1 – Advanced Anatomy Review & Intro to Botulinum Toxin
- Level 2 – Basic Botulinum Toxin: Cosmetic Upper Face & Pain
- Level 4 – Basic Facial Dermal Filler

Number of Participants: 12 (Level 2), 8 (Level 4)

Hours of Actual Instruction: L1 = 16, L2 = 24, L4 = 32

Registered Facility Name and Address

University of British Columbia – 2350 Health Sciences Mall, Vancouver, BC
A Smile Above – 451 Bute Street, Vancouver, BC

Date(s) of Program: Monthly courses. Please see 2019 & 2020 course dates on calendar at PTIFA.com

Entity Submitting Request: Pacific Training Institute for Facial Aesthetics

Business Address: 1228 Pacific Drive, Delta, BC V4M 2K6

City, State & Zip: 604-681-0066

Business Telephone: August 30, 2019

Date of Request: _____

C.Olynyk

Signature of Person Authorized to Represent Program

PLEASE ATTACH NAME(S) AND CURRICULUM VITAE(S) FOR EACH INSTRUCTOR, THE OUTLINE OF COURSE (including method of presentation), AND A LETTER SIGNED BY THE PERSON(S) WHO HOLD PROPRIETARY RIGHTS TO THE PROGRAM GRANTING THE BOARD PERMISSION TO REVIEW THEIR PROGRAM.

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE.

Approved by: _____

Number of Hours Approved: _____

Effective Date of Approval: _____

Disapproved [Explanation]: _____

Voluntary Surrender of License

Nevada State Board of Dental Examiners



6010 S. Rainbow Blvd., Bldg. A, Ste.1 • Las Vegas, NV 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

VOLUNTARY SURRENDER OF LICENSE

I, Hamid Reza Abedi, hereby surrender my Dental / Dental Hygiene (circle one)
Print name

License number S7-79C on the 1st day of September, 2019.

By signing this document, I understand, pursuant to Nevada Administrative Code (NAC) 631.160, the surrender of this license is absolute and irrevocable. Additionally, I understand that the voluntary surrender of this license does not preclude the Board from hearing a complaint for disciplinary action filed against this licensee.

Provide full current mailing address including city, state and zip on the line below:

[Redacted address]

Email address: [Redacted]

Home Phone: ()

Cell Phone: ()

[Handwritten Signature]

Licensee Signature

September 3, 2019

Date of Signature (must correspond with notary date)

State of _____

County of _____

The statements on this document are subscribed and sworn before me this _____ day of _____, 20_____.

See attached
Notary Public

My Commission Expires



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

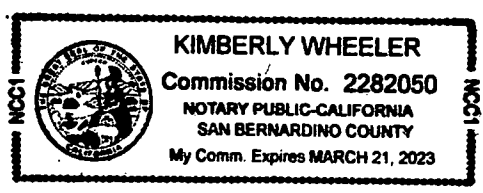
Signature of Document Signer No. 1 _____

Signature of Document Signer No. 2 (if any) _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

Subscribed and sworn to (or affirmed) before me
 on this 3rd day of September, 2019
 by Hamid Reza Abedi
 (1) _____
 (and (2) _____),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.
 Signature Kimberly Wheeler
 Signature of Notary Public

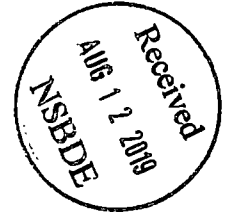
Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: Voluntary Surrender of License Document Date: _____
 Number of Pages: 1 Signer(s) Other Than Named Above: none

Nevada State Board of Dental Examiners



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VOLUNTARY SURRENDER OF LICENSE

I, RONALD F. HEINEN, hereby surrender my Dental / Dental Hygiene (circle one)
Print name

License on the 2ND day of AUGUST, 2019

By signing this document, I understand, pursuant to Nevada Administrative Code (NAC) 631.160, the surrender of this license is absolute and irrevocable. Additionally, I understand that the voluntary surrender of this license does not preclude the Board from hearing a complaint for disciplinary action filed against this licensee.

Current Mailing Address: [Redacted]
Email address: [Redacted]
Home Phone: [Redacted] Cell Phone: [Redacted]

Ronald F. Heinen
Licensee Signature

Date of Signature (must correspond with notary date)

State of Nevada
County of Washoe

The statements on this document are subscribed and sworn before me this 2nd day of August, 2019.

[Signature]
Notary Public
11.2.20
My Commission Expires



[Handwritten initials]

Nevada State Board of Dental Examiners



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VOLUNTARY SURRENDER OF LICENSE

I, Gregory L. Koontz, hereby surrender my Dental / Dental Hygiene (circle one)
Print name
License number 54-77C on the 29 day of August, 20 19.

By signing this document, I understand, pursuant to Nevada Administrative Code (NAC) 631.160, the surrender of this license is absolute and irrevocable. Additionally, I understand that the voluntary surrender of this license does not preclude the Board from hearing a complaint for disciplinary action filed against this licensee.

Provide full current mailing address including city, state, and zip on the line below:

[Redacted address line]

Email address: [Redacted]

Home Phone: () Cell Phone: [Redacted]

Licensee Signature

29 Aug 2019

Date of Signature (must correspond with notary date)

State of Virginia
County of Virginia Beach

The statements on this document are subscribed and sworn before me this 29 day of August, 2019.

[Signature]
Notary Public

05/31/2021
My Commission Expires

JOSHUA M LYNN
NOTARY PUBLIC
REG. # 7564464
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAY 31, 2021



Nevada State Board of Dental Examiners

6010 S. Rainbow Blvd., Bldg. A, Ste. 1
Las Vegas, NV 89118
(702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046



VOLUNTARY SURRENDER OF LICENSE

STATE OF Oregon

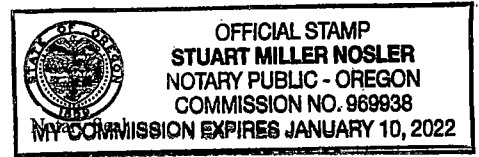
COUNTY OF Washington

I, Paula Kay A. St. James, hereby surrender my Nevada
Dental /Dental Hygiene (circle one) license number 101994 on 5th day of
August, 2019.

By signing this document, I understand, pursuant to Nevada Administrative Code (NAC)
631.160, the surrender of this license is absolute and irrevocable. Additionally, I
understand that the voluntary surrender of this license does not preclude the Board from
hearing a complaint for disciplinary action filed against this licensee.

Paula Kay A. St. James
Licensee Signature

8/5/2019
Date



[Signature]
Notary Signature

Licensee Current Mailing Address: [Redacted]

Email address: [Redacted]

Home Phone: [Redacted] Cell Phone: [Redacted]

Nevada State Board of Dental Examiners



6010 S. Rainbow Boulevard, Building A, Suite 1 • Las Vegas, Nevada 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

October 22, 2019

Mark Cannon, DDS



Re: Request for Voluntary Surrender

Dear Dr. Cannon:

The Nevada State Board of Dental Examiners is in receipt of your written request to voluntarily surrender your license to practice dentistry in the state of Nevada pursuant to NAC 631.160.

Please be advised, the voluntary surrender is absolute and irrevocable. Therefore, should you desire to practice dentistry in the state of Nevada you will be required to complete a new licensure application.

This request for voluntary surrender of license will be considered by the Board at the meeting scheduled for Friday November 1, 2019.

As a courtesy, I have enclosed the Request for Voluntary Surrender form but the Board will accept your written request in the same manner.

If you have additional questions please do not hesitate to contact me at (702) 486-7044 or by email at dashafer@nsbde.nv.gov.

Sincerely,

A handwritten signature in black ink that reads "Debra Shaffer-Kugel".

Debra Shaffer-Kugel, Executive Director
Nevada State Board of Dental Examiners

Cc: File of Mark Cannon, DDS

AFFIDAVIT

I hereby certify the following to the Nevada State Board of Dental Examiners for the period of July 1, 2017 – June 30, 2019:

1.	Have you had any claims or complaints of malpractice filed against you, felony or misdemeanor convictions or the suspension, revocation or probation of a license issued by this agency or another licensing jurisdiction during the period of July 1, 2017 to June 30, 2019. (If yes, please provide a written statement outlining the facts.)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2.	Are you subject to court order for the support of one or more children (i.e. do you have a child support order?)? (If yes, you MUST answer question (a) below):	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(a)	Are you in compliance with the court order or a plan approved by the District Attorney or other public agency enforcing the order for the payment or the amount owed pursuant to the court order for the support of one or more children? (IF YOU ARE NOT IN COMPLIANCE, YOU MUST PROVIDE WRITTEN NOTIFICATION)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
3.	Have you conducted practice within the provisions of NRS 631 and NAC 631?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

By Selecting this box, I hereby affirm and attest, that I have answered the above questions truthfully, accurately, and by me personally, the licensee so named on this form and so stating, under penalties of perjury, that all answers provided herein are provided willfully. I further state that I authorize and empower the Nevada State Board of Dental Examiners or its agents, staff, or appointed authority to contact any person, firm, service, agency, entity, or the like to obtain information deemed necessary or desirable by the Board to verify any information contained in my license renewal application and affidavit.

Licensee Signature: 

Date: 10/12/2019

I voluntarily surrender license due to pending sale of my practice in Illinois. I have no plans on practicing dentistry in Nevada.

Thank you!





P.S. I could not find a surrender form on your website

Consideration of Previously Approved Office Lease

LEASE

BY AND BETWEEN

Transwestern Investment Holdings VD, LLC

**Pageantry 1D LLC
Pageantry 2D LLC
Pageantry 3D LLC
Pageantry 4D LLC
Pageantry 5D LLC
Pageantry 6D LLC
Pageantry 7D LLC
Pageantry 8D LLC**

AS "LANDLORD"

and

NEVADA STATE BOARD OF DENTAL EXAMINERS-THE BOARD

AS "TENANT"

~~DATE OF SIGNATURE~~

September 5, 2019

**8925 W. RUSSELL ROAD SUITE 205
LAS VEGAS, NEVADA**

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**OFFICE BUILDING
LEASE AGREEMENT**

This Office Building Lease Agreement ("Lease") is made between the Landlord and Tenant hereinafter identified in Sections 1.2 and 1.3 hereof, respectively, and constitutes a lease between the parties of the "Premises" as identified in Section 1.6 hereof on the terms and conditions and with and subject to the covenants and agreements of the parties hereinafter set forth by basic lease provisions. The Premises are located within the Building and Project described in Section 1.5. Tenant shall have the exclusive right of use of the Usable Square Feet of the Premises described in Section 1.6 hereof, and the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees, to use of the Common Areas (as defined in Section 2.3 below).

**ARTICLE 1
BASIC LEASE PROVISIONS**

The following are certain Lease provisions, which are a part of, and, in certain instances, referred to, in subsequent provisions of this Lease:

**SECTION 1.1
DATE OF LEASE:**

9/5/2019

**SECTION 1.2
LANDLORD:**

Transwestern Investment Holdings VD, LLC, etal

**SECTION 1.3
TENANT:**

Nevada State Board of Dental Examiners

**SECTION 1.4
TENANT'S TRADE NAME:**

Nevada State Board of Dental Examiners

**SECTION 1.5
PROJECT/BUILDING:**

The building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at 8925 W. Russell Road, Las Vegas, Nevada and further described at Exhibit "B". The Project is known as Pageantry West Office Park. (See Section 2.1)

**SECTION 1.6
PREMISES:**

Suite/Space No. 205 containing approximately 5,462 Rentable square feet of floor area (4,697 Usable square feet within the perimeter of Suite 205). (See Section 2.2)

**SECTION 1.7
TERM:**

Eighty-four (84) months from the Lease Commencement Date ("Expiration Date") (See Section 3.1)

**SECTION 1.8
COMMENCEMENT DATE:**

Lease Commencement Date: (subject to Section 4.1 below)
The Lease Commencement Date is: March 1, 2020 and the Expiration Date is February 28, 2027.
(See Section 3.1)

**SECTION 1.9
TENANT'S INITIAL
PRO RATA SHARE:**

5.2 %. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Project. The total Rentable Area of the Project/Building is 105,583 Rentable square feet.

**SECTION 1.10.
BASE RENT
AND ESCALATIONS:**

The initial Base Rent shall be \$1.93 per rentable sq. ft., per month. Base Rent will increase by 3% on an annual basis.

The Base Rent shall be as follows:

Year 1	\$10,541.66 per month
Year 2	\$10,857.91 per month
Year 3	\$11,183.65 per month
Year 4	\$11,519.16 per month
Year 5	\$11,864.73 per month
Year 6	\$12,220.67 per month
Year 7	\$12,587.29 per month

It is understood and agreed by Landlord and Tenant that the Base Rent and Escalations amounts set forth in Section 1.10 (hereinafter referred to as "Rent" or "Rental amounts") include and shall compensate Landlord for Tenant's pro rata share of any and all Operating Expenses attributable to the Premises, Building and/or Project. There shall be no additional amounts charged to Tenant for any Operating Expenses or "CAMs," and there shall be no pass-through of Operating Expenses, "CAMs," property taxes, insurance premiums paid by Landlord as described in Section 11.3, or any other type of operating expense to Tenant in addition to the Rental Amounts set forth herein.

**SECTION 1.11
BASE YEAR:**

N/A (See Section 8.7)

**SECTION 1.12
RENT/SECURITY DEPOSIT:**

Within fifteen (15) days of approval of the Lease by the State Board of Examiners, Tenant shall be required to pay the first months Base Rent equal to \$10,541.66 and a Security Deposit equal to the last months Base Rent (\$12,587.29) . For a total amount of \$23,128.95 (See Sections 7, 7.2 and 7.3)

**SECTION 1.13
PERMITTED USE:**

General administrative office use for Nevada State Board of Dental Examiners-The Board (See Section 12.1)

**SECTION 1.14
GUARANTOR(S):**

Nevada State Board of Dental Examiners

**SECTION 1.15
TENANT'S
IMPROVEMENT ALLOWANCE:**

Landlord shall complete the improvements to Suite 205 based on the attached mutually accepted space plan per "Exhibit D and Exhibit E", to include but not be limited to: Building Standard paint, flooring (vinyl plank throughout entire space and carpet in File Room), window blinds, re-laminate all existing countertops in the "Copy" room/area to match, create new small conference room/office with door, and remove door to "Copy" room/area and replace with arched opening.

**SECTION 1.16
BROKER(S):**

**Landlords: Barton Hyde & Aaron Drawhorn of
Avison Young Las Vegas**

**Tenants: Rosemarie Cortez-Kudo & Scott Wells of
Signature Real Estate Group**

**SECTION 1.17
ADDRESSES FOR NOTICES AND
REPORTS:**

Landlord:

Transwestern Investment Holdings VD, LLC, etal
5940 S. Rainbow
Las Vegas, NV 89118

Tenant:

Nevada State Board of Dental Examiners
8925 W. Russell Rd., Suite 205
Las Vegas, Nevada 89148

**SECTION 1.18
LANDLORD'S ADDRESS
FOR RENT PAYMENTS:**

Transwestern Investment Holdings VD, LLC
8020 S. Rainbow Suite 100-399
Las Vegas, NV 89139

**SECTION 1.19
BUILDING HOURS:**

Monday through Friday 7:00 a.m. to 6:00 p.m. and Saturday 9:00 a.m. to 2:00 p.m. (See Section 4.1). Tenant shall have access to and use of the Premises 24 hours per day, 7 days per week, 52 weeks per year.

**SECTION 1.20
PARKING:**

Landlord shall provide and maintain automobile parking areas for the benefit and use of the visitors, patrons, employees and invitees of Tenant and other tenants and occupants of the Building. Tenant, its employees, visitors and invitees shall be permitted to park cars (based upon a ratio of 5:1,000 per rentable square feet) on a non-exclusive basis in the area(s) designated by Landlord for parking. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Tenant shall be permitted the exclusive use of 4 covered reserved parking spaces, at no cost, during the Lease Term. (See Section 8.4)
N/A (See Section 6.5)

**SECTION 1.21
TENANT'S
FIRST ADJUSTMENT DATE**

**SECTION 1.22
RENT ABATEMENT**

Tenant is provided Rent Abatement for months 2, 13 and 25 during the Lease Term.

**SECTION 1.23
EXPENSE STOP
(if applicable):**

N/A (See Section 8.7)

**SECTION 1.24
INDEX:**

N/A (See Section 6.3)

**SECTION 1.25
SIGNAGE**

Tenant shall be provided with Building Standard interior directory and suite identification signage at the Landlord's sole cost and expense. Any additional signage will be at Tenant's cost and expense and approved by Landlord prior to installation.

**SECTION 1.26
ADDENDUMS**

N/A

ARTICLE 2

GRANT

2.1 Project. The Project consists of the land and those buildings and improvements shown on the site plan ("Site Plan") attached hereto as Exhibit "G" and constructed on the Land. The Site Plan sets forth the general layout of the Project and the approximate location of the Building and the Premises within the Project, but is for informational purposes only and does not constitute a warranty, representation, or agreement of any kind on the part of Landlord. Landlord reserves the right, for itself and for the underlying Lessor, if any, without incurring any liability to Tenant and without altering in any way Tenant's obligations under this Lease, to (i) change the tenant mix of the Project without prior notice, (ii) increase, reduce, or change the size, height, or layout of the Project or any part thereof, including without limitation the right not to construct any proposed improvements or portion of the Project which may or may not be shown on the Site Plan and the right to change the parking plan, and/or parking ratios

(provided however, the Tenant's parking ration shall not be changed without the Tenant's prior written consent) or to construct new buildings and structures in the Project and to remove and replace existing buildings, tenants and structures in the Project, and (iii) make alterations to and build additional stories on the building in which the Premises are located, and to construct other buildings and improvements in the Project, including any modifications of the Common Area (as hereafter defined). Tenant hereby consents to the exercise by Landlord of the rights set forth in this paragraph and agrees that the exercise of such rights by Landlord or by the underlying lessor, if any, shall not diminish Tenant's obligations under this Lease, provided, however, that if the Premises or Tenant described herein is/are removed or displaced pursuant to this paragraph, the Tenant shall be provided with acceptable, alternate accommodations pursuant to the same terms, conditions, covenants, conditions and obligations stated in the Lease, with all necessary moving costs to be paid by Landlord.

2.2 Premises. Landlord leases to Tenant and Tenant leases from Landlord the Premises described in Section 1.6 for the Term (as defined in Article 3) and pursuant to all of the terms, covenants and conditions contained herein. The Premises are being leased to Tenant subject to covenants, restrictions and easements of record. Landlord reserves the right to use the exterior walls, floor, and roof in, above and below the Premises, and retains the right to install, maintain, use, repair, and replace structural elements and utility equipment, including, but not limited to, pipes, ducts, conduits, wires, and appurtenant fixtures in, under, over, and through the Premises, in locations that will not materially interfere with Tenant's use of the Premises.

2.3 Common Area. The term "Common Area" means parking areas (including parking decks), roadways, pedestrian sidewalks, truckways, loading docks for use by more than one tenant, delivery areas, landscaped areas, roofs, elevators and escalators and stairs not contained in leased areas, service, fire and exit corridors, passageways, retention ponds (if applicable), bathrooms and all of the areas or improvements which may, at the commencement of the Term hereof and at any time during the Term, be provided upon the Project/Building, for the convenience and use of the tenants of the Project and their respective subtenants, agents, employees, customers, invitees and any other licensees of Landlord. All Common Areas and facilities which Tenant may be permitted to use and occupy for Tenant's purposes, shall be used and occupied under a revocable license.

ARTICLE 3

TERM

3.1 Term. The Term of the Lease ("Term") shall commence upon the Lease Commencement Date and shall expire, unless sooner terminated in accordance with this Lease, upon the Expiration Date. Following the Lease Commencement Date, upon Landlord's request, Tenant shall promptly execute and deliver a "Memorandum of Lease Commencement" in the form attached hereto as Exhibit "A", which shall specify the Lease Commencement Date and the Expiration Date. If Tenant fails to so execute or deliver a Memorandum of Rent Commencement, such failure shall not affect Landlord's obligation to deliver possession of the Premise or Tenant's obligation to commence paying rent upon the occurrence of the Lease Commencement Date. If the Lease Commencement Date occurs on a day other than the first day of a calendar month, the monthly installment of Base Rent for the first fractional month shall be equal to one-thirtieth (1/30) of the monthly installment of Base Rent for each day from the Lease Commencement Date to the end of the partial month.

3.2 Option to Renew. The Tenant shall have the option to renew this Lease Agreement for a renewal period of five (5) years to begin on March 1, 2027 and end on February 28, 2032 ("Renewal Period"), pursuant to the same terms, conditions, covenants, and obligations as provided in this Lease Agreement, except that, the renewal period may be subject to a rental payment schedule and/or improvement allowance to be negotiated and agreed upon by the Parties in good faith upon the Tenant providing notice of its intention to renew. Exercise of this option to renew requires written notice to the Landlord not less than nine (9) months prior to the expiration of the Lease Term described herein.

3.3 Holding Over. This Lease shall terminate without further notice upon the Expiration Date and any holding over by Tenant after the Expiration Date shall not constitute a renewal or extension of this Lease, or give Tenant any rights under this Lease, except when signed in writing, by both parties. If Tenant holds over for any period after the Expiration Date (or earlier termination) of the term, Landlord may, at its option, treat Tenant as a tenant at sufferance only, commencing on the first (1st) day following the termination of this Lease and subject to all of the terms of this Lease, except that the monthly Base Rent shall be one hundred twenty-five percent (125%) of the last monthly rental installment.

If Tenant fails to surrender the Premises upon the expiration of this Lease, Renewal Period or any subsequent renewal periods, despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including, without limitation, any claims made by any succeeding tenant relating to such failure to surrender provided that Tenant has received sixty (60) days advance notice of any succeeding tenant. Acceptance by Landlord of rent after the termination shall not constitute a consent to a holdover or result in a renewal of this Lease. The foregoing provisions of this Section are in addition to, and do not effect, Landlord's right to re-entry or any other rights of Landlord under this Lease or at law.

Nothing in this section shall prevent the Tenant's exercise of the renewal period(s) described in Section 3.2.

ARTICLE 4 **POSSESSION**

4.1 Delivery of Possession. If for any reason Landlord does not deliver possession of the Premises to Tenant on the Lease Commencement Date, Landlord and Tenant agree to execute a written addendum to this Lease within ten (10) days of delivery of possession extending the Expiration Date for the length of the delay. Landlord shall not be subject to any liability for such failure to deliver possession and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession; except that if Landlord's failure to so deliver possession on the Lease Commencement Date is attributable to: (i) Tenant's delays in the reasonable approval or preparation of plans and specifications for improvements, (ii) unreasonable delays caused by the Tenant's contractors or agents in performing services for which Tenant is responsible, or (iii) Tenant's negligence or willful misconduct, then Landlord shall be entitled to full performance by Tenant (including the payment of rent) from the Commencement Date. "Delivery of possession" shall be deemed to occur on the date Landlord substantially completes the Tenant's improvements. If Landlord permits Tenant to enter into possession of the Premises before the Lease Commencement Date, such possession shall be subject to the provisions of this Lease, except for the payment of Rent, which will be abated until March 1, 2020 regardless of any earlier delivery of possession. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises and any covenants or restrictions of record, and accepts this Lease subject thereto as to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty contrary or in addition to what is contained in this Lease Agreement, as to the present or future suitability of the Premises for the conduct of Tenant's business, with the exception of clearance for the load weight to be placed in the area designated in Exhibit D as the "File Room," as noted by the structural engineer's approval of the weight amounts Tenant advised may be placed in that area. Tenant shall have access to the Building through all public entrances during the Building Hours. After Building Hours Tenant shall be allowed access through those entrances designated by the Landlord as after-hour entrances by means of cards or keys provided by Landlord for such purpose.

ARTICLE 5 **CONSTRUCTION**

5.1 Tenant's Construction. Tenant shall commence the installation of fixtures, equipment and any other Tenant's alterations, if any, promptly upon substantial completion of Landlord's Work and Tenant shall diligently pursue such installation and work to completion. All of Tenant's alterations shall be at Tenant's sole cost and expense pursuant to plans and specifications which meet Landlord's reasonable approval. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's alterations and Tenant shall remove said trash containers prior to opening for business. The location of the trash containers shall be reasonably designated by Landlord. During the Tenant improvement period, Tenant and its contractor, if any, shall keep the Project free of all construction and related debris. Prior to opening for business, Tenant shall remove all construction and related debris from the Premises and the Project, and all such areas shall be left in a broom clean condition. Tenant's contractor shall name Landlord as an additional insured on contractor's insurance policies. All Tenant's alterations shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto. Tenant covenants that no work by Tenant's employees, agents or contractors, shall disrupt or cause a slowdown or stoppage of any work conducted by Landlord on the Premises or Project.

5.2 Landlord's Construction. Landlord shall deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises upon substantial completion of Landlord's Work as described in Section 1.15

and attached mutually agreeable space plan, set forth in Exhibit "D" and Scope of Work Exhibit "E". All improvements to the Premises described in Section 1.15 and/or in Exhibit "D" and Exhibit "E" are the responsibility of Landlord and are to be completed at Landlord's sole expense unless otherwise agreed upon in writing by Tenant. Tenant will not take possession pursuant to Section 4.1, nor shall Tenant have any Rental Payment obligation for the Premises prior to the later of March 1, 2020 or completion of the Landlord's Work and delivery of possession as described herein. Tenant shall not have any premises liability for the Premises or any person on or in the premises prior to the completion of the Landlord's Work as described herein and delivery of possession pursuant to Section 4.1.

ARTICLE 6

RENT

6.1 General Provisions. As used herein, "rent" or "Rent" shall mean Base Rent and Escalations as described in Section 1.10 and as hereinafter defined. Unless provided herein to the contrary, Tenant shall pay all rent to Landlord on or before the first day of each month of the Term at the address provided in Section 1.18 hereof, commencing upon the Lease Commencement Date specified in Section 1.8 and as further specified in Section 1.22, and continuing until the Expiration Date or the expiration of any renewal term pursuant to Sections 3.2 and/or 3.3.. All rent shall be paid, to Landlord, in lawful money of the United States of America without demand therefore, and without deduction, offset or abatement of any kind, except as specified in this Lease, including but not limited to, Sections 1.22, 4.1 and/or 5.2. Rent for any partial month, including any month adjusted pursuant to Section 3.1 hereof, shall be prorated on the basis of a thirty (30) day month. Within fifteen (15) days following the approval of this Lease by the State Board of Examiners, Tenant shall pay to Landlord the sum equal to the first full monthly installment of Base Rent. No payment by Tenant or receipt by Landlord of lesser amounts of rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. Any credit due to Tenant hereunder by reason of overpayment of additional rent shall first be applied to any damages or rent owed to Landlord by Tenant if Tenant shall be in default when said credit shall be owed.

6.2 Base Rent. Subject to Section 6.3, Tenant shall pay Landlord as fixed rent ("Base Rent") during the Term of this Lease, the sum set forth in Section 1.10 hereof, which sum shall be payable by Tenant, monthly, on or before the first day of each month. It is understood and agreed by Landlord and Tenant that the Base Rent and Escalations amounts set forth in Section 1.10 (hereinafter referred to as "Rent" or "Rental amounts") include and shall compensate Landlord for Tenant's pro rata share of any and all Operating Expenses attributable to the Premises, Building and/or Project. There shall be no additional amounts charged to Tenant for any Operating Expenses or "CAMs," and there shall be no pass-through of Operating Expenses, "CAMs," property taxes, insurance premiums paid by Landlord as described in Section 11.3, or any other type of operating expense to Tenant in addition to the Rental Amounts set forth herein during the Term, the First Renewal Period or any subsequent renewal periods.

6.3 Rent Control. If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

6.4 Increases to Base Rent. See Section 1.10

ARTICLE 7

SECURITY DEPOSIT

7.1 Security Deposit. Within fifteen (15) days of approval of the Lease by the State Board of Examiners, Tenant shall deposit with Landlord the Security Deposit ("Security Deposit") specified in Section 1.12. Landlord shall hold the Security Deposit as security for Tenant's faithful performance of all the terms, covenants, and conditions of this Lease. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds. Subject to Landlord's right hereunder to apply the Security Deposit in accordance with this Article, the parties acknowledge that the Security Deposit does not cover any rent hereunder. The retention or application of such Security Deposit by Landlord pursuant to this Section does not constitute a limitation on or waiver of Landlord's right to seek further remedy under law or equity.

7.2 Use of Security Deposit. If Tenant breaches or fails to perform any of Tenant's obligations under this Lease, Landlord shall have the right, but not the obligation, to use or retain all or any part of the Security Deposit to cure the breach or failure of performance, and to compensate Landlord for any damages sustained by Landlord, including but not limited to payment of: (i) delinquent rent; (ii) interest on delinquent rent; (iii) late charges on delinquent rent; (iv) the cost of performing any of Tenant's obligations under this Lease; (v) the cost of repairing damages to the Premises or Project caused by Tenant, its employees, guests or invitees, and excluding normal wear and tear; (vi) the cost of cleaning, maintaining, repairing, restoring or reletting the Premises, except as required pursuant to Landlord's obligations as set forth in this Lease; (vii) attorneys' and accountants' fees and disbursements and court costs; (viii) brokerage commissions and finders' fees; and, (ix) interest on any and all of the above at the maximum lawful rate ("**Remedy Rate**") from the date due until paid; provided, however, that retention of all or any part of the Security Deposit shall not affect Tenant's obligations under this Lease or Landlord's other rights and remedies provided at law, in equity, or under this Lease. If any portion of the Security Deposit is used as provided for in this Section, then within five (5) days after written demand by Landlord, Tenant shall deposit with Landlord sufficient cash to restore the Security Deposit to its original amount. Tenant's failure to make this deposit shall be a default under this Lease.

7.3 Refund and Transfer. If Tenant shall have fully and faithfully performed all of Tenant's obligations under this Lease (or upon the earlier termination without Tenant's fault) and after Landlord has inspected the Premises, has cleaned and repaired any damage for which Tenant is responsible pursuant to Section 7.2, and has received invoices for such repair or cleaning costs, for which Tenant is responsible pursuant to Section 7.2, if any, then Landlord shall return the Security Deposit or any balance thereof to Tenant. Landlord may transfer the Security Deposit, or that portion remaining after any deduction, to Landlord's successor-in-interest and shall upon such transfer be discharged from any further liability with respect to such Security Deposit.

ARTICLE 8

USE AND MAINTENANCE OF THE COMMON AREAS

Landlord hereby grants to Tenant, the nonexclusive use of the Common Area in common with Landlord and with all others for whose convenience and use of the Common Area has been or may hereafter be provided by Landlord or by the owners of common areas not within the Project; subject, however, to rules and regulations for the use thereof as prescribed from time to time by Landlord or the owner of such other common areas. In no event, however, shall Tenant, its agents or employees, use the Common Area for the display, promotion or sale of merchandise. The Common Area shall be used and maintained pursuant to the following terms:

8.1 Maintenance of Common Area. Landlord, during the Term, will maintain the Common Area in good condition and repair and shall be responsible for all janitorial and cleaning needs and services of the Common Area, including bathrooms.

8.2 Landlord's Control Over Common Area. Landlord shall at all times have the exclusive control and management of the Common Areas of the Building or Project. Landlord shall have the right from time to time to employ personnel; establish, modify and enforce reasonable rules and regulations; construct, maintain and operate lighting facilities; police the Common Areas and facilities; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by Tenant, its officers, agents and employees to employee parking areas; to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any interest therein by any person or the public; temporarily close all or any portion of the parking areas or facilities to discourage non-customer parking; and to do and perform such other acts in and to the Common Areas as, in the use of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants of the Building or Project, their employees, invitees and customers.

8.3 Compliance with Landlord's Rules and Regulations. Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "B" ("**Rules and Regulations**") and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make provided said additions/modifications are reasonable and are uniformly applied to all tenants. Landlord shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Building or Project.

8.4 Parking. Landlord shall provide and cause to be maintained, automobile parking areas within the Project for the benefit and use of the visitors and patrons and employees of Tenant, and other tenants and occupants

of the Project, subject to any and all conditions as set forth in this Lease. The parking areas shall include the automobile parking stalls, driveways, entrances, exits, sidewalks and attendant pedestrian passageways and other areas designated for parking. Landlord shall determine the nature and extent of the parking areas and make such changes which, in its opinion, are in the best interests of all persons using the parking area. Nothing contained in this Lease shall be deemed to create liability upon Landlord for any damage to motor vehicles of visitors or employees, unless ultimately determined to be caused by the negligence or willful misconduct of Landlord. Landlord shall also have the right to establish, amend, and enforce against all users of the parking areas reasonable rules and regulations as Landlord may deem necessary and advisable for the proper and efficient operation and maintenance of the parking area. Within ten (10) days after the Lease Commencement Date, Tenant shall furnish to Landlord a list of the vehicle license numbers of Tenant and all its employees and Tenant shall thereafter notify Landlord of any and all changes, additions and/or deletions to or from such list within five (5) days after each such change occurs. Tenant shall hold harmless Landlord and defend Landlord, its agents and employees against any and all claims of the employee and/or owner of the vehicle towed hereof respectively. Tenant shall be provided the exclusive use of four (4) reserved parking spaces, and there shall be no fee charged to the Tenant for the use of the reserved parking space(s).

8.5 No Obstruction. Tenant shall not obstruct any portion of the Common Area by placing or allowing any item on it, including without limitation, signs, banners, displays, merchandise or other materials, except as expressly permitted by this Lease, the Rules and Regulations or Landlord in writing.

8.6 Operating Expenses. All Operating Expenses are to be paid by Landlord and/or are included in the Base Rent and Escalations set forth in Section 1.10, and shall not be passed on to Tenant, other than as included in the amounts set forth in Section 1.10. "Operating Expenses" shall mean all costs and expenses of every kind and nature incurred or paid by Landlord, including but not limited to the following:

(i) In operating, equipping, policing and protecting, lighting, heating, air conditioning, providing sanitation and other services, insuring (including self insurance and the payment of deductible amounts under insurance policies), repairing, replacing and maintaining the (a) Common Area, including any parking decks and connectors, (b) all buildings and roofs within the Project, and (c) all other areas, facilities and buildings and vertical transportation facilities.

(ii) For all taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (a) real property taxes or assessments levied or assessed against the Building or Project, (b) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (c) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the state or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Operating Expenses.

(iii) For all sums expended in connection with the Building and Project for all general maintenance and repairs; relocation of facilities; resurfacing; painting; striping; re-striping; cleaning; snow removal; sweeping and janitorial services; maintenance and repair of sidewalks, curbs, Building and Project signs, landscaping, irrigation or sprinkling systems; planting and landscaping; lighting and other utilities; directional signs and other markers and bumpers; all roof repairs and maintenance including but not limited to patching, resurfacing and preventative maintenance and painting or renovation of the exterior portion of all or any part of the improvements constructed on the Building and Project; maintenance and repair of any fire protection systems, lighting systems, storm drainage systems and any other utility systems; all cost or expense incurred by reason of any repairs or modifications to the Building and Project and/or its improvements and/or for repair or installation of equipment for energy or safety purposes; personnel to implement such services including, if Landlord deems necessary, the cost of a maintenance supervisor and/or the cost of security guards; all costs and expenses pertaining to a security alarm system for the tenants and/or Building and Project; all costs, expenses, taxes and/or surcharges levied or imposed upon or against the Building and Project, parking spaces or areas, the Building and Project and/or Landlord and all

payments to or for public transit or car-pooling facilities or as otherwise required by any governmental agency having jurisdiction over the Building and Project; all costs incurred by Landlord in connection with complying with applicable federal, state, county, borough or municipal laws, ordinances, rules, regulations, directives, orders and/or requirements now or hereafter in force with respect to the Building and Project and/or its Building and Project.

(iv) For reserves for future maintenance and repair work and reserves for replacement of existing capital improvements in the Building and Project which Tenant hereby authorizes Landlord to use as Landlord deems necessary; personal property taxes on the improvements located on the Building and Project; fees incurred in managing the Building and Project and in the performance, management and supervision of the Common Area maintenance services and obligations and/or administering the accounting, bookkeeping and collection of the expenses in connection with the Building and Project; and public liability and property damage insurance covering the Building and Project in amounts as required by Landlord. Landlord may cause any or all of said services to be provided by an independent contractor or contractors.

The following items shall not be included in Operating Expenses: (i) any expenses which under generally accepted accounting industry standards would not be considered a maintenance, repair and/or operating expense for a commercial office facility, (ii) costs associated with the operation of the business of the entity which constitutes the "Landlord", including, but not limited to, the legal and accounting costs associated with the leasing, selling, syndicating, financing, mortgaging, or hypothecating of any of Landlord's interest in the Building or Project, the costs of disputes between Landlord and its employees, tenants or contractors, (iii) costs of any services provided to tenants in the Project for which Landlord is entitled to reimbursement, (iv) expenses in connection with services provided solely to the premises of other tenants which are of no benefit to Tenant, (v) depreciation and/or amortization of the Building, (vi) the cost of repairs or other work incurred by reason of fire, windstorm or other casualty, except for deductibles paid under insurance contracts, (vii) Landlord's gross receipts taxes, personal and corporate taxes, inheritance and estate taxes, franchise, gift or transfer taxes, (viii) the cost of preparing any space for any tenant or prospective tenant of the Project or costs associated with any space presently deemed to be rentable space; (ix) costs incurred in leasing or obtaining new tenants or retaining existing tenants, including leasing commissions, attorneys' fees, or the cost of advertising and promotion; (x) attorneys' fees incurred in enforcing the terms of any lease; (xi) the cost of any item or service that Landlord provides selectively to one of more tenants of the Project, whether or not Landlord is reimbursed by such other tenants; and (xii) any amount paid to an entity or individual affiliated with or otherwise related to Landlord which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties.

The inclusion of the improvements, facilities and services set forth in this Lease, shall not be deemed to impose an obligation upon Landlord to either have said improvements or facilities or to provide those services unless; (i) the Project already has the same, or (ii) Landlord already provides the services, or (iii) Landlord has agreed elsewhere in this Lease to provide the same or some of them. The Landlord may contract for Security Personnel to monitor the Common Areas of the Project. The extent and scope of the use of Security Personnel to monitor the Common Area, including the Parking Area, shall be under Landlord's sole control. The use of Security Personnel to monitor the Common Facilities shall be for the protection of the capital improvements of the Project and shall not create nor impose upon Landlord or its agents an obligation or duty to protect or defend the property or personal well being of Tenant, its employees, guests or agents.

8.7 Payment of Operating Expenses and Cost Savings.

A. It is understood and agreed by Landlord and Tenant that the Base Rent and Escalations amounts set forth in Section 1.10 include and shall compensate Landlord for Tenant's pro rata share of any and all Operating Expenses attributable to the Premises, Building and/or Project. There shall be no additional pass-through of any type of Operating expense to Tenant by Landlord. All amounts that, pursuant to Section 8.6 constitute an operating expense that may otherwise have been assessed to Tenant are included in the Base Rent and Escalations amount set forth in Section 1.10 of this Lease and no further or additional amounts for Operating Expenses shall be passed on to Tenant during the Term, First Renewal Period or any subsequent renewal periods.

ARTICLE 9 TAXES

9.1 Real Estate Taxes. Landlord shall pay all Real Property Taxes.. "Real Property Taxes" shall mean all taxes, assessments (special or otherwise) and charges levied upon or with respect to the Premises. Real Property Taxes shall include, without limitation, any tax, fee or excise on the act of entering into this Lease, on the

occupancy of Tenant, hereunder which are now or hereafter levied or assessed against Landlord by the United States of America, the State of Nevada or any political subdivision, public corporation, district or other political or public entity, and shall also include any other tax, assessment, fee or excise, however described (whether general or special, ordinary or extraordinary, foreseen or unforeseen), which may be levied or assessed in lieu of, as a substitute for, or as an addition to, any other Real Property Taxes. Landlord may pay any such special assessments in installments when allowed by law, in which case Real Property Taxes shall include any interest charged thereon. Real Property Taxes shall also include reasonable legal fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Real Property Taxes. Real Property Taxes shall not include income, franchise, sales, gross receipts, transfer, estate or inheritance or capital stock taxes, unless, due to a change in the method of taxation, any of such taxes are levied or assessed against Landlord in lieu of, or as a substitute for, or as an addition to, any other tax which would otherwise constitute a Real Property Tax. It is understood and agreed by Landlord and Tenant that Base Rent and Escalations amounts set forth in Section 1.10 include and shall compensate Landlord for Tenant's pro rata share of any and all operating expenses attributable to the Premises, Building and/or Project, including Real Estate Taxes. There shall be no additional pass-through of property tax or any type of Operating expense to Tenant by Landlord, and payment of Real Estate Taxes shall be the sole responsibility of Landlord. All Real Estate taxes that, pursuant to this paragraph constitute an operating expense that may otherwise have been assessed to Tenant are included in the Base Rent and Escalations amounts set forth in Section 1.10 of this Lease. No further or additional amounts for Real Estate Taxes shall be passed on to Tenant during the Term, First Renewal Period or any subsequent renewal periods.

ARTICLE 10

UTILITIES

10.1 General. Landlord shall provide the Premises and common areas the following: water and sewer; hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes; HVAC System, including heating, ventilation and air conditioning fully equipped and of sufficient capacity to provide comfortable, professional office environment in the Premises for Tenant's staff and office equipment. Landlord shall provide a reputable and experienced technician for the purpose of periodically inspecting and maintaining the HVAC system located on the Premises and shall be responsible for all costs associated with the everyday upkeep and maintenance of said HVAC system, and any and all repairs of said HVAC system.

Tenant shall be responsible and pay for all utilities and janitorial services relating to the Premises including but not limited to gas, if applicable, electricity, meter fees and connections. Landlord shall not be responsible for, or in default hereunder or be liable for any damages (including any consequential damages) directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the foregoing services unless caused by Landlord's failure to maintain or repair the foregoing services as required by this Lease, (ii) failure caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project due to circumstances beyond the control of Landlord. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to any such services unless caused by any act or omission by Landlord contrary to the terms and obligations contained in this Lease. Landlord shall furnish heat and air-cooling to the Common Areas during the Building Hours. Any use of heat and air-cooling to the Common Areas by Tenant during non-Building Hours shall be at Tenant's sole cost and expense. Tenant shall not, without the written consent of Landlord, use any utilities or services that are furnished at Landlord's expense (including but not limited to utilities, trash disposal, etc) above and beyond that which is usually furnished or supplied for the use of premises as general office space, as reasonably determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water in excess of that usually furnished or supplied for the use of premises as general office space (as reasonably determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or in the Premises to measure the amount of water consumed. Tenant agrees to pay to Landlord promptly upon demand for all such water consumed in excess of that which is usually furnished or supplied for the use of the premises as general office space, as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water so consumed. If a separate meter is not installed, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord. Nothing contained in this Section shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed.

ARTICLE 11

INSURANCE

11.1 General. Tenant shall, at its expense, maintain in effect from and after the date of delivery of possession of the Premises to Tenant and continuously thereafter until the Expiration Date, the policies of insurance required under this Article. All policies that Tenant is required to obtain under this Article shall be issued by responsible insurance companies authorized to do business in Nevada with a general policyholder's rating of not less than "A" and a financing rating of not less than Class "X", as rated by the most current available "Bests" Insurance Reports and shall be in a form (without any additions or deletions unless approved in writing by Landlord) and underwritten by companies acceptable to Landlord, or insurance that is afforded to Tenant pursuant to NRS Chapter 41. On or before the Lease Commencement Date, Tenant shall furnish Landlord with evidence acceptable to Landlord that (i) the policies (or a binder thereof) required pursuant to this Article are in effect and (ii) Landlord shall be notified by the carrier in writing thirty (30) days prior to cancellation, material change, or nonrenewal of such insurance. If permitted by NRS Chapter 41, the policies that Tenant is required to obtain pursuant to this Article shall name Landlord and, upon Landlord's request, Landlord's mortgagee, if any, as additional insureds on such equivalent form as may be approved by Landlord and shall be primary policies, and shall not be contributing with and shall be in excess of coverage which Landlord may have and shall be unaffected by any insurance or self-insurance Landlord may have regardless of whether any other insurance policy names Landlord as an insured or whether such insurance stands primary or secondary. If Tenant carries any of the insurance required hereunder in the form of a blanket policy, any certificate required hereunder shall make specific reference to the Premises, provided, however, the blanket policy carried with respect to the insurance required by Tenant hereunder shall contain a "per location" endorsement assuring that any aggregate limit under such blanket policy shall apply separately to the Premises and that the insurer thereunder shall provide written notice to Landlord if the available portion of such aggregate is reduced to less than the minimum amounts required under this Article by either payment of claims or the establishment of reserves for claims, (whereupon Tenant shall be obligated to take immediate steps to increase the amount of its insurance coverage in order to satisfy the minimum requirements set forth in Section 11.2). The policy evidencing insurance required to be carried by Tenant pursuant to this Article shall provide coverage on an occurrence basis. The limits of the insurance coverage required by Landlord or the unavailability of certain types of coverage shall not limit or release Tenant from any of its obligations under this Lease and the existence of such insurance in no way changes Tenant's obligations to Landlord.

11.2 Tenant's Insurance.

A. Tenant, at its sole cost and expense, during the entire Term hereof, shall, commencing with the date upon which possession of the Premises shall be made available to Tenant, procure, pay for and keep in full force and effect: (i) general liability insurance, including insurance against assumed or contractual liability under this Lease with respect to the Premises and the operations of Tenant and any subtenants of Tenant in, on or about the Premises in which the limits with respect to personal liability and property damage shall be provided pursuant to Nevada Revised Statutes Chapter 41 whereby the State of Nevada is self-insured for both liability and property insurance, and all liability claims are handled in accordance with NRS Chapter 41. (ii) all risk property insurance including theft and, if applicable, boiler and machinery coverage, written at replacement cost value in an adequate amount to avoid coinsurance and a full replacement cost endorsement insuring the Tenant's trade fixtures, equipment, merchandise and furnishings and any other items of personal property of Tenant and including the property of Tenant's customers located on or in the Premises; the State of Nevada self-insures the first Five Hundred Thousand Dollars (\$500,000.00) of each loss and claims above that amount are commercially insured under an all risk property insurance policy; (iii) workers' compensation coverage as required by law; (iv) with respect to alterations, additions or improvements and the like required or permitted to be made by Tenant hereunder, contingent liability and builder's risk insurance, in amounts satisfactory to Landlord, and (v) such other insurance as from time to time may be required by city, county, state or Federal laws, codes, regulations or authorities or which Landlord determines is reasonably necessary or appropriate under the circumstances. The deductibles or self-insurance portion under any such insurance policies to be carried by Tenant shall not exceed Five Thousand Dollars (\$5,000). Tenant agrees that if Tenant does not take out and maintain such insurance as required by this Lease, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf, but only after advising Tenant in writing of Landlord's intent to procure the insurance and allowing Tenant reasonable time to obtain the insurance and/or advise Landlord of any reasons for not procuring the insurance pursuant to Nevada Revised Statutes Chapter 41. If, following notice and an opportunity to respond, if the insurance that Landlord seeks to procure is not otherwise provided to Tenant pursuant to NRS Chapter 41 and Tenant fails to obtain said insurance, Landlord may charge the Tenant the premiums for the insurance, together with a twenty-five percent (25%) handling charge, payable upon demand.

B. Tenant shall not use, or allow the Premises to be used for any purpose which may be prohibited by the form of fire insurance policy required to be carried under this Lease.

11.3 Landlord's Insurance. Landlord, at its sole cost and expense, agrees to maintain property and liability insurance on the Building/Project and all improvements to the Premises at all times during the Term and/or any renewal periods, of the Lease., Landlord may provide, to the extent the same is available from Landlord's insurance carrier, in amounts and coverages determined by Landlord, with or without deductibles, insurance coverage against risks as are from time to time included in a standard extended coverage endorsement, insuring the improvements to the Project, including the Premises (exclusive of Tenant's merchandise, trade fixtures, furnishings, equipment, plate glass, signs and other personal property). It is understood and agreed by Landlord and Tenant that Base Rent and Escalations amounts set forth in Section 1.10 include and shall compensate Landlord for Tenant's pro rata share of any and all operating expenses attributable to the Premises, Building and/or Project, including the insurance required by this Section. There shall be no additional pass-through of the insurance described in this Section, any type of Operating expense to Tenant by Landlord, and payment of insurance premiums pursuant to this section shall be the sole responsibility of Landlord. All amounts that, pursuant to this paragraph constitute an operating expense that may otherwise have been assessed to Tenant are included in the Base Rent and Escalations amount set forth in Section 1.10 of this Lease. No further or additional amounts shall be passed on to Tenant.

11.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, their respective property, the Premises or its contents, or to other portions of the Project, arising from any risk to the extent covered by the insurance required hereunder. The parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case may be. The foregoing waivers of subrogation shall be operative only so long as available without invalidating either Landlord's or Tenant's policy of insurance.

ARTICLE 12 **USE OF PREMISES**

12.1 Use. Tenant shall use the Premises solely for the purposes set forth in Section 1.13. Landlord or Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way cause the cancellation or increase the existing rate of any fire or other insurance upon the Premises or the Project. Landlord or Tenant shall not do or permit anything to be done in or about the Premises which will obstruct or interfere with the reasonable rights of other tenants or occupants of the Project and Landlord or Tenant shall prevent odors, emissions, fumes, liquids or other substances or excessive noise from escaping or extending beyond the Premises, nor shall Landlord or Tenant use or allow the Premises or common areas of the Project to be used for any unlawful or extra hazardous purpose. Tenant shall refrain from using or permitting the use of the Premises or any portion thereof as living quarters, sleeping quarters or for lodging purposes. Tenant shall, at its sole cost and expense, promptly comply in all material respects with all applicable federal, state, county, or municipal laws, ordinances, rules, regulations, directives, orders and/or requirements now in force or which may hereafter be in force with respect to Tenant's specific use and occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Landlord or Tenant in any action against Landlord or Tenant, whether Landlord or Tenant be a party thereto or not, that Landlord or Tenant has violated any related law, statute, ordinance or requirement, shall be conclusive of that fact as between Landlord and Tenant.

12.2 Environmental Compliance. The term "Hazardous Substances," as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Tenant shall not cause or permit to occur:

- (a) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

- (b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance.

Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

Should any Authority or any third party demand that a cleanup plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances by Tenant that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such cleanup plans.

Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 12.2 within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section 12.2.

Tenant shall indemnify, defend, and hold harmless Landlord, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances by Tenant that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws and all other environmental laws.

Tenant's obligations and liabilities under this Section 12.2 shall survive the expiration of this Lease.

12.3 Landlord's Right of Entry. Landlord or its agents, at reasonable times, may enter into the Premises without any liability whatsoever for the purposes of (i) inspecting the Premises; (ii) inspecting the performance by Tenant of the terms, and conditions hereof; (iii) showing the Premises to prospective tenants, purchasers, partners, or mortgagees; (iv) inspecting, repairing or maintaining the Common Area and the Project, if it is reasonably necessary for the Landlord to enter the Premises to do so; and, (v) making such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be reasonably required therefore without the same constituting an eviction of Tenant in whole or in part, and the rents reserved herein shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. Except in the case of an emergency, Landlord shall give Tenant reasonable notice of any and all intended entries or inspections pursuant to this Section.

ARTICLE 13

MAINTENANCE AND REPAIR OF PREMISES

13.1 Tenant's Inspection. Except as otherwise provided in this Lease, Tenant agrees to accept the Premises in its existing condition as of the date that Tenant takes final possession of the Premises. Tenant represents, warrants, and covenants to Landlord that Tenant is relying solely upon its own investigation of the Premises.

13.2 Tenant's Obligations. From and after the date of delivery of the Premises to Tenant, and continuously thereafter until the Expiration Date, Tenant, at Tenant's sole expense, shall maintain the Premises in a first-class appearance, in a condition at least equal to that which existed when Tenant initially opened the Premises for business, and in good order, condition and repair. Tenant shall be responsible for supplying janitorial services to the Usable Square Footage of the Premises. Tenant shall do all acts required to comply with all applicable laws,

ordinances, and rules of any public authority relating to its maintenance obligations as set forth herein. Tenant shall not place a load upon any floor of the Premises, which exceeds the load per square foot, which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. Specific authorization for the weight bearing load to be placed in the area, and file cabinet locations, of the Premises designated as the "File Room" in Exhibit D_ has been granted following discussion, determination and acceptance by the Landlord's structural engineer, as shown in Exhibit D. Tenant has provided file cabinet specifications, Exhibit F, to landlord which were used by landlord's engineer to calculate the floor weight bearing load of the file cabinets to be placed in the file room. Based on these specifications as set forth in Exhibit F, the engineer has determined that, provided the file cabinets are located specifically in the areas set forth on Exhibit D, and in no other area(s) of the dedicated File Room, the floor has sufficient structural integrity to bear the file cabinet load.

Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.

Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, other than that occurring as a result of normal wear and tear, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment shall be repaired by Tenant at Tenant's expense.

13.3 Landlord's Cure. If Tenant fails to commence any of the Tenant's obligations listed in Section 13.2 within ten (10) days after receipt of Landlord's written demand to perform such obligations, or fails to adequately complete the performance of such obligations within a reasonable time after commencement, then Landlord may, but is not obligated to, perform such obligations without liability to Tenant for any loss to Tenant's property or business that might arise by reason thereof. Tenant shall reimburse Landlord on demand in an amount equal to the cost incurred by Landlord in the performance of such obligations plus an administrative fee equal to ten percent (10%) of the cost incurred by Landlord.

13.4 Landlord's Obligations. Except for damage caused by any willful misconduct of Tenant, Tenant's employees, suppliers, shippers, customers or invitees, (in which event Tenant shall repair the damage), Landlord, shall keep in good condition and repair the foundations, the Building HVAC system, non-Premises plumbing, bathrooms, exterior walls, structural condition of interior bearing walls, and the roof structure of the Premises and Parking Area, utility installations of the Common Facilities and all parts thereof. Landlord shall not be obligated to paint the Premises interior walls. Landlord shall not be required to maintain, repair or replace the interior doors, windows or plate glass of the Premises. Landlord shall have no obligation to begin repairs under this Section 13.3 until fifteen (15) days after receipt of written notice from the Tenant of the need for such repairs except for the operations of the Building HVAC system, electrical system or such systems as will impact Tenant's ability to conduct ongoing business operations, which shall be repaired on an emergency basis. If Landlord has not performed or undertaken to perform maintenance or repair services required under this Lease within fifteen (15) days of receipt of written notice from Tenant, Tenant may take such reasonable action as is necessary to make repairs or perform such services and deduct the cost of such performance from any sums due Landlord hereunder. In case of emergencies, the aforesaid fifteen (15) day period shall be reduced to such period as is reasonable under the circumstances and Tenant shall only be required to provide oral notice to Landlord. Landlord shall not be liable for damage or loss of any kind or nature by reason of Landlord's failure to furnish any such service when such failure is caused by strikes, lockout, or any other labor disturbances or disputes beyond the reasonable control of Landlord.

ARTICLE 14

ALTERATIONS AND ADDITIONS

14.1 Tenant Alterations. Following delivery of possession of the Premises, Tenant shall not commence any alterations, improvements or additions to the Premises (collectively "Tenant Alterations.") if any, without Landlord's prior written consent in each instance except for nonstructural alterations to the interior of the Premises not exceeding Ten Thousand Dollars (\$10,000) annually during the Term. If Tenant makes any Tenant Alterations without the prior written approval of Landlord, Landlord shall have the right to require that Tenant remove any or all of such Tenant Alterations and repair and restore damage to the Premises caused by such removal at Tenant's sole expense and shall also have the right to declare Tenant in default and to terminate this Lease. Any Tenant Alterations shall at all times comply fully with all applicable federal, state and municipal laws, ordinances, regulations, codes and other governmental requirements now or hereafter in force.

Tenant shall provide Landlord with a written request for approval of any Tenant Alterations that Tenant would like to make with proposed detailed plans. Landlord shall have the right to condition Landlord's prior written consent upon Tenant's: (i) providing Landlord with plans and specifications for the Tenant Alterations for Landlord's prior written approval or the consent of any other tenant; (ii) obtaining a building permit and complying with all building and planning laws and regulations for Tenant Alterations from appropriate governmental agencies; (iii) furnishing a copy of such building permit and evidence of such compliance to Landlord prior to the commencement of such work; (iv) complying with all the conditions of such building permit and such building and planning laws and regulations; (v) providing Landlord with a copy of the construction contract, construction schedule and list of subcontractors and suppliers for Landlord's prior written approval; (vi) obtaining a builder's "all risk" insurance policy in an amount and issued by insurance company acceptable to Landlord, naming Landlord as an additional insured and otherwise satisfying the requirements of Article 11 of this Lease; and, (vii) providing Landlord with ten (10) days written notice prior to commencing any such work. Landlord's approval of the plans, specifications and working drawings for any Tenant Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Landlord shall not be liable for any damage, loss, or prejudice suffered or claimed by Tenant, its agents or any other person or entity on account of: (a) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or matters; (b) the construction or performance of any work whether or not pursuant to approved plans; (c) the improvement of any portion of the Premises or alteration or modification to any portion of the Premises; or, (d) the enforcement or failure to enforce any of the covenants, conditions and restrictions contained in this Lease.

All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Any such alterations, additions or improvements consented to by Landlord including any roof penetration shall be made at Tenant's sole cost and expense.

With respect to Tenant Alterations described in this Section, if any, Tenant shall provide its own trash container or containers for construction debris; shall promptly remove all construction and related debris from the Premises and all Common Areas; immediately following completion of construction shall return the Premises and Common Areas to the condition they were in immediately prior to construction; shall repair and restore any portions of the Common Areas harmed as result of the construction activities to the condition they were in immediately prior to construction; shall use service entrances to the Premises, if any; will conduct no core drilling, jack hammering or excessive noise during business hours; will disrupt other tenants as little as possible; and will pay to Landlord the amount of any and all damage to the roof caused by the penetration thereof, and the amount of any and all damages to the Premises, Building and/or Project as a result of roof leaks caused by the penetration. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and shall indemnify, defend Landlord against, and hold Landlord harmless from any and all liability, costs, damages (including any damage to the Building, Premises, Common Areas or any part of the Project), expenses (including attorneys' fees) and any and all liens resulting therefrom.

Under no circumstances shall Tenant enter upon the Project roof or make any roof penetrations without the prior written consent of Landlord. Any consent of Landlord shall be conditioned upon Landlord's review and approval of plans satisfactory to Landlord for the repair of the roof. At Landlord's option, any roof penetrations shall be performed by Landlord's roofing contractor, and Tenant shall reimburse Landlord for the cost thereof and any necessary repair work within ten (10) days after Tenant's receipt of an invoice therefor.

14.2 Construction of Tenant Alterations. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at, on, or for use in the Project or Premises. Tenant shall keep the Premises, the Project, and any interest therein, free and clear of all mechanics' liens and all other liens. Tenant shall give Landlord immediate written notice of any lien filed against the Premises, the Project or any interest therein related to or arising from work performed by or for the Tenant. Tenant shall give Landlord not less than ten (10) days' prior written notice of the commencement of any Tenant Alterations in the Premises, and Landlord shall have the right to post notices of non-responsibility in or upon the Premises as provided by law. If Tenant shall in good faith contest the validity of any such lien, claim or demand, then Tenant, at its sole expense, shall defend, indemnify, protect and hold the Premises, Project and Landlord harmless against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Tenant, Landlord, the Project, or the Premises. Notwithstanding the foregoing, at Landlord's request, Tenant shall immediately discharge such lien either by payment of the indebtedness due to the mechanic's lien claimant or by filing a bond (as provided by statute) as security therefor. Landlord shall have the right to procure such discharge by filing such bond, and Tenant shall pay the cost of such bond to Landlord as additional rent upon the first day thereafter that rent shall be due hereunder. In addition, Landlord shall have the right to require that Tenant pay Landlord's attorneys' fees and disbursements, court costs and other costs in defending any such action if Landlord is named as a party to any such

action, the lien encumbers any portion or interest in the Project and/or if Landlord elects to defend any such action or lien.

Pursuant to NRS 108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS 108.2403 with respect to any work or alteration Tenant performs or causes to be performed at the Premises, including, without limitation, any other alterations to the Demised Premises following delivery of possession of the Premises. Tenant acknowledges the requirements thereunder with respect to Tenant's recording of a notice of posted security in the Official Records of Clark County, Nevada, in accordance with NRS 108.2403, and either (i) establishing a construction disbursement account pursuant thereto or (ii) furnishing and recording, in accordance therewith, a surety bond for the prime contract for Tenant Alterations that meets the requirements of NRS 108.2415. The parties acknowledge that Landlord is intended to be a "disinterested owner" as defined in NRS 108.234(7) with respect to all of Tenant's , construction, alteration, or repair of any improvement on the Demised Premises following delivery of possession of the Premises. Accordingly, Tenant shall comply with all requirements set forth in NRS 108.2403 and 108.2407. Without limiting the generality of the foregoing, prior to commencing any of Tenant's construction, alteration, or repair of any improvement on the Demised Premises, Tenant shall deliver to Landlord (i) a conformed copy of the recorded notice of posted security recorded pursuant to NRS 108.2403(1)(a), containing the information required by NRS 108.2403(2) and showing the County Recorder's applicable recording information; (ii) written evidence confirming that Tenant has either established such construction disbursement account or obtained and recorded such surety bond pursuant to NRS 108.2403(1)(b); and (iii) the name, address, and telephone number of Tenant's prime contractor for such work, which shall be delivered within five (5) days of Tenant and such prime contractor entering into a contract for such work. Tenant may not enter the Demised Premises to begin initial construction on Tenant's alterations until Tenant has delivered evidence satisfactory to Landlord that Tenant has complied with the terms of this Section.

14.3 Title to Tenant Alterations. Any and all Tenant Alterations which may be made in or upon the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term without compensation to Tenant unless Landlord requires that Tenant remove the Tenant Alterations pursuant to Article 16 hereof.

14.4 Settlement of Disputes. It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant relating to any Tenant Alterations, performed or to be performed with respect to the Premises, shall be submitted to Landlord's architect whose decision shall be final and binding on both Landlord and Tenant.

14.5 General. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Section shall relieve Tenant of its obligation to keep the Premises, Building and Project free of all liens.

14.6 Applicable Laws. Throughout the term of this Lease all Tenant's construction, use of the Premises and alterations, additions and/or improvements to the Premises shall be in accordance with all applicable laws, ordinances and regulations of all duly constituted authorities, including, without limitation, Title III of the Americans with Disabilities Act of 1990, all regulations issued there under and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same are in effect on the date hereof and may be hereafter modified, amended or supplemented ("Applicable Laws"). Further, any costs, expenses, required alterations/changes/modifications and/or damages to Tenant's Alterations arising from continued compliance with all Applicable Laws shall be the responsibility of Tenant at Tenant's sole cost and expense. All alterations/changes/modifications to the Premises as required by Applicable Laws shall be made in a timely manner so as to avoid any liability and/or damages arising there from.

ARTICLE 15

TENANT'S PROPERTY

15.1 Tenant's Property. All supplies and movable trade fixtures owned by Tenant and installed in the Premises at Tenant's sole cost and which may be removed without material damage to the Project ("Tenant's Property") shall remain the property of Tenant during the Term and any renewal periods. Tenant's Property (a) may

be removed from the Premises from time to time during the Term and (b) at the expiration of the Term, any renewal periods or earlier termination thereof shall be removed from the Premises provided that: Tenant shall repair to the satisfaction of Landlord, any damage to the Premises caused by the removal of Tenant's Property.

15.2 Surrender of Premises. On the Expiration Date of the Term or any renewal periods thereof, or on the sooner termination hereof, Tenant shall peaceably surrender the Premises in accordance with the terms of this Section and in good order, condition and repair, broom clean, excepting only reasonable wear and tear and fire and other unavoidable casualty which Landlord is required to repair hereunder. The provisions of this Section shall survive termination of this Lease. Landlord may, however, designate by written notice to Tenant those alterations, decorations, additions or improvements which shall be removed from the Premises by Tenant at the expiration or earlier termination of this Lease or any renewal periods thereof and Tenant shall promptly remove the same and repair, to the satisfaction of Landlord, any damage to the Premises or Project caused by such removal. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for notice to Landlord and shall inform Landlord of the combinations on any locks and safes on the Premises. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale, but only if Landlord gives notice to Tenant of its intent to assume title to the property and a reasonable opportunity for Tenant to remove said property.

ARTICLE 16 **DAMAGE AND DESTRUCTION**

16.1 Reconstruction of Damaged Premises. If the Premises is damaged, Landlord shall repair that damage as soon as reasonably possible, at its expense, unless: (i) Landlord reasonably determines that the cost of repair would exceed twenty percent (20%) of the full replacement cost of the Building ("Replacement Cost") and the damage is not covered by Landlord's fire and extended coverage insurance or (ii) Landlord reasonably determines that the cost of repair would exceed fifty percent (50%) of the Replacement Cost; or (iii) Landlord reasonably determines that the cost of repair would exceed ten percent (10%) of the Replacement Cost and the damage occurs during the final twelve (12) months of the term. Should Landlord elect not to repair the damage for one of the preceding reasons, Landlord shall so notify Tenant in writing within sixty (60) days after the damage occurs and Tenant shall elect to either (i) repair the damage at its cost and deduct the cost thereof from any future Base Rent due Landlord on a prorata basis amortized over the remaining months of the operative term, or (ii) terminate this Lease and this Lease shall terminate as of the date of that notice and the obligations of the parties shall terminate as if the Lease term had naturally expired. Unless either party elects to terminate this Lease in accordance with the above, this Lease shall continue in effect for the remainder of the term. However, provided that if the damage to the Premises is so extensive that it prevents Tenant's substantial use and enjoyment of the Premises for more than thirty (30) consecutive days, then Tenant may elect to terminate this Lease by written notice to Landlord within ten (10) days from and after Tenant's inability to use the Premises for thirty (30) consecutive days and this Lease shall terminate as of the date of that notice and the obligations of the parties shall terminate as if the Lease term had naturally expired. Commencing on the date of any damage to the Premises which renders a portion thereof unusable, and ending on the date the damage is repaired or this Lease is terminated, whichever occurs first, the rental to be paid under this Lease shall be abated in the same proportion that the floor area of the Premises that is rendered unusable by the damage bears to the total floor area of the Premises. Notwithstanding the provisions of the above subsections of this Section, if the damage is due to the willful misconduct of Tenant or its employees, subtenants, invitees or representatives, the cost of any repairs not covered by Landlord's or Tenant's insurance on the Building shall be borne by the Tenant, and Tenant shall not be entitled to rental abatement or termination rights. In addition, the provisions of this Section shall not be deemed to require Landlord to repair any improvements or fixtures installed by Tenant.

ARTICLE 17 **EMINENT DOMAIN**

17.1 Total or Partial Condemnation of Leased Premises. If all or a material portion of the Premises is taken by any lawful authority by exercise of the right of eminent domain, or sold to prevent a taking, either Tenant or Landlord may terminate this Lease effective as of the date possession is required to be surrendered to the authority. In the event title to a portion of the Building is taken or sold in lieu of taking, and if Landlord elects to restore the Building in such a way as to materially alter the Premises or Tenant's reasonable use thereof, Landlord or Tenant may terminate this Lease, by written notice to the other, effective on the date of vesting of title. In the event neither party has elected to terminate this Lease as provided above, then Landlord shall promptly, after receipt of a sufficient condemnation award, proceed to restore the Premises to substantially their condition prior to the taking, and

a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant is deprived on account of the taking and restoration. In the event of a taking, Landlord shall be entitled to the entire amount of the condemnation award without deduction for any estate or interest of Tenant; provided that nothing in this Section shall be deemed to give Landlord any interest in, or prevent Tenant from seeking any award against the taking authority for the taking of personal property and fixtures belonging to Tenant or for relocation or business interruption expenses recoverable from the taking authority.

17.2 Landlord's and Tenant's Damages. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.

ARTICLE 18 **INDEMNIFICATION AND GUARANTY**

18.1 Tenant Indemnification. To the extent of the liability limitation set forth in NRS Chapter 41, Tenant shall indemnify, protect, defend and hold Landlord and its agents, employees, partners, officers, affiliates, subsidiaries, members, managers, directors, and representatives ("Landlord's Indemnitees") harmless from and against any and all losses, damages (whether actual or otherwise), liabilities, actions, causes of action (whether legal, equitable or administrative), claims, judgments, costs, and expenses, including Landlord's Indemnitees' attorneys' fees and disbursements, and court costs which Landlord may suffer or incur as a direct or indirect consequence of Tenant's use or occupancy of the Premises, or the Common Areas, or from the conduct of its business, or from any activity, work or thing done by Tenant or its agents, employees, invitees or licensees in or about the Premises or the Common Areas, or from any negligent act or willful misconduct of Tenant or its agents, employees, or licensees, unless caused by the negligence or willful misconduct of Landlord, its agents or employees. In case Landlord's Indemnitees are made a party to any litigation commenced by or against Tenant for any alleged act, omission, negligence or misconduct of Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all reasonable costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with the litigation. Neither Tenant nor the State will be required to indemnify Landlord, 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 the liability, claims, damages, losses or expenses are caused in whole or in part by the acts, negligence or omission of Landlord, its successors, assigns, agents and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

18.2 Landlord Indemnification. Landlord shall defend, indemnify and hold harmless Tenant, its agents and any and all affiliates of Tenant, including, without limitation, its partners, employees, officers, affiliates, members, managers, representatives, independent contractors, co-venturers, corporations or other entities controlling, controlled by or under common control with Tenant ("Tenant's Indemnitees"), from and against any and all liabilities, losses, damages (whether actual or otherwise), actions, causes of action (whether legal, equitable or administrative), claims, judgments, costs, and expenses, including Tenant's Indemnitees' attorneys' fees and disbursements, and court costs arising either before or after the Commencement Date from the negligent acts or willful misconduct of Landlord, its agents, employees, licensees, invitees or affiliates. In case Tenant, its agents or affiliates are made a party to any litigation commenced by or against Landlord for any alleged act, omission, negligence or misconduct of Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all reasonable costs, expenses and reasonable attorneys' fees incurred or paid by Tenant in connection with the litigation

18.3 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 agency, state and/or federal dollars sufficient to meet the Tenant's obligations under this Lease Agreement. However, it is hereby specifically and expressly agreed and acknowledged by the Parties 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 Legislature and/or the Federal Government limits, restricts 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 Landlord thereafter under this Lease Agreement or for the Premises. The Landlord shall retain its other remedies which are provided in the Lease but shall have no rights to collect any further rental payments 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 Landlord or if the Executive Director of Tenant provide his or her Affidavit that such funding or other limiting eventuality has occurred.

ARTICLE 19

DEFAULTS AND REMEDIES

19.1 In the event of any failure by Landlord or Tenant to keep and comply with any of the terms, conditions, covenants or provisions of this Lease Agreement or to 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. In the even 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 which to complete the removal or cure of such breach. In the event of breach or default by Tenant which is not removed or cured following written notice and within the time limits set forth above, Landlord may, in addition to any other right of re-entry or possession and at Landlord's sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Premises, removing all persons and property therefrom with prior notification to Tenant so that arrangements concerning the removal of property by Tenant can be made prior to Landlord's entry for pursuant to this paragraph. In the event of breach or default by Landlord which is not removed or cured following written notice and within the time limits set forth above, Tenant may abate rental payments due pursuant to the payment scheduled herein until the Landlord removes or cures the breach or default, consider the Lease forfeited and terminated without any further rental payments and/or may seek all available and appropriate legal remedies.

19.2 Late Charges. Landlord and Tenant agree that the fixing of actual damages for Tenant's breach of any of the provisions of this Lease, including but not limited to the late payment by Tenant to Landlord of Rent and other amounts due hereunder, would cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult or impracticable to ascertain. Such costs include but are not limited to accounting, processing, administrative, legal and clerical charges and late charge which may be imposed upon Landlord by the terms of any mortgage covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant hereunder has not been received by Landlord or Landlord's agent within five (5) days after such amount was due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of any such delinquent installment of Rent or any other delinquent sum due from Tenant. Tenant hereby agrees that said late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any other rights and remedies provided for in this Lease, at law or in equity.

19.3 Interest on Past Due Obligations. Any and all amounts not paid to Landlord when due, including but not limited to rent, late charges and interest shall bear interest at the so-called "Prime Rate" published in *The Wall Street Journal*, as the same may change from time to time, plus five percent (5%) per annum, not to exceed the highest rate then allowed under any applicable usury laws ("Remedy Rate") from the date due until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease and shall not affect any rights and remedies provided to Landlord in this Lease or at law or in equity, all of which shall be cumulative.

ARTICLE 20

SUBORDINATION AND ATTORNMENT

20.1 Subordination. This Lease is and shall be subordinate to any ground lease, first lien mortgage, first lien deed of trust deed of trust and/or any other hypothecation or security document and advances and obligations thereunder now existing or hereafter placed upon the Premises or the Project, and any renewals, modifications, consolidations, replacements, and extensions thereof (collectively "Mortgage"), provided, however, that in such case the holder of such mortgage, or the Landlord under such Lease shall agree that neither this Lease nor Tenant's right to quiet possession under this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Tenant shall not be in default or with notice or passage of time or both would not be in default, under the terms, covenants, conditions and provisions of this Lease. Tenant agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. . Such subordination shall be self-operative without any further act of any other party. Notwithstanding the foregoing, upon the request of Landlord, Tenant shall, from time to time, execute and deliver any documents or instruments that may be required by Landlord or the mortgagee, beneficiary, ground Landlord or lender ("Landlord's Lender") under any such Mortgage, to

effectuate any subordination, provided that Landlord's Lender agrees not to disturb Tenant's right to quiet possession under this Lease so long as Tenant is not in default, or with notice or passage of time or both would not be in default, under the terms, covenants, conditions and provisions of this Lease. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, to execute and deliver any such documents or instruments for the purpose described in this paragraph only. Notwithstanding the foregoing, if Landlord's Lender elects to have this Lease prior to the lien of its Mortgage, and gives written notice to Tenant of such election, this Lease shall be deemed prior to such Mortgage regardless of the respective dates of execution, delivery and recordation of this Lease and any such Mortgage.

20.2 **Attornment.** Tenant hereby attorns to and shall recognize the Landlord's Lender as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that Landlord may require to evidence such attornment. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver the instrument of attornment on behalf of Tenant.

20.3 **Estoppel Certificate.** Tenant shall, at any time not less than fifteen (15) days after prior written notice from Landlord, execute, acknowledge and deliver to Landlord, a statement, in writing; (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of the modification and certifying that this Lease is otherwise unmodified and in full force and effect) and the dates to which the rental, additional rent and other charges have been paid in advance, if any, and (ii) acknowledging that, to Tenant's knowledge, there are no uncured defaults on the part of Landlord, or specifying each default if any are claimed, and (iii) setting forth all further information that Landlord may reasonably require. Tenant's statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Building or Project.

Tenant's failure to deliver any Landlord estoppel statement within the provided time shall be conclusive upon Tenant that: (i) this Lease is in full force and effect without modification except as may be represented by Landlord, and (ii) there are no uncured defaults in Landlord's performance

20.4 **Limitation of Liability.** Neither the holder of a mortgage nor the holder of a deed of trust to which this Lease is or may be subordinate, shall be responsible in connection with the Security Deposit unless such mortgagee or holder of such deed of trust shall have actually received the Security Deposit. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord. Further, in no event shall Landlord incur any liability to Tenant, its employees, agents, customers or invitees as a result of any failure of any security system installed at the Project or any security procedure instituted at the Project unless said failure is the result of any negligent act or omission by Landlord. Landlord makes no representations or warranties concerning the ability of Landlord or its employees, agents, contractors or subcontractors to maintain the Project, the Common Area or the Premises in a secure fashion. In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto. Landlord's liability hereunder shall be limited to its interest in the Project and resort may not be had to any other assets of Landlord. In no event will Landlord be liable for any punitive, consequential or speculative damages.

ARTICLE 21 **FORCE MAJEURE**

If either party hereto shall be delayed in or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other causes without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 22
ASSIGNMENT AND SUBLETTING

22.1 Assignment and Subletting. Tenant may sublet or permit the Premises or any part thereof (excluding the roof area or portions thereof) to be used or occupied by others, with the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed, and any such sublease, or permission for occupancy without such consent shall be voidable at the option of Landlord. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by any party other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of Tenant's default, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further performance by Tenant of the obligations on the part of Tenant set forth herein. The consent by Landlord to an assignment or subletting shall not be construed to relieve Tenant, the assignee or the subtenant from obtaining the express consent in writing of Landlord to any further assignment or subletting or to release Tenant from any liability, whether past, present, or future, under this Lease or from any liability under this Lease because of Landlord's failure to give notice of default by Tenant (or by the assignee or sublessee pursuant to the assumption agreement described below) under any of the terms, covenants, conditions, provisions or agreements of this Lease. A transfer of control of Tenant shall be deemed an assignment under this Lease and shall be subject to all of the provisions of this Article, including but not limited to the requirement of obtaining Landlord's prior written consent, unless Tenant at the time of the proposed transfer is then a publicly held corporation. Notwithstanding the foregoing, no consent shall be required for an assignment or subletting by Tenant to any subsidiary of Tenant, its affiliate or related company. Furthermore, Tenant shall retain any profits which result from an assignment or sublease.

No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its obligation to pay rent and to perform all its other obligations under this Lease. Moreover, Tenant shall indemnify and hold Landlord harmless for any acts or omission by an assignee or subtenant. Each transferee, other than Landlord, shall assume all obligations of Tenant under this Lease and shall be liable jointly and severally with Tenant for, the payment of all rent, and for the due performance of all of Tenant's obligations under this Lease. No transfer shall be binding upon Landlord unless any document memorializing the transfer is delivered to Landlord and, if the transfer is an assignment or sublease, both the assignee/subtenant and Tenant deliver to Landlord an executed document which contains: (i) a covenant of assumption by the assignee/subtenant, and (ii) an indemnification agreement by Tenant, both reasonably satisfactory in substance and form to Landlord and consistent with the requirements of this Article; provided that the failure of the assignee/subtenant or Tenant to execute the instrument of assumption shall not release either from any obligation under this Lease.

The acceptance by Landlord of any payment due under this Lease from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or be a consent to any transfer. Consent by Landlord to one or more transfers shall not operate as a waiver or estoppel to the future enforcement by Landlord of its rights under this Lease

22.2 Request for Transfer. If Tenant desires to sublease all or a portion of the Premises or assign this Lease and provided Tenant is not in default hereunder, Tenant shall give written notice to Landlord setting forth the name and address and including the current certified financial statements of the proposed assignee or sublessee, the experience and background of the proposed assignee or sublessee, the terms of the proposed assignment or subletting, and such other information as Landlord or its mortgagee may request in connection therewith. Landlord shall have the right, exercisable by written notice to Tenant, within thirty (30) days after receipt of Tenant's notice to consent or refuse to consent thereto, and if Landlord fails to notify Tenant, it shall be deemed to have refused to consent thereto.

ARTICLE 23
NOTICES

All notices, information, requests or replies ("**Notice**") required or permitted to be given hereunder shall be given in writing and shall be sent by United States registered or certified mail postage prepaid, or by nationally recognized overnight delivery service (provided that such service is able to furnish evidence of receipt or refusal of delivery) addressed to the addresses of Tenant and Landlord specified as "Addresses for Notices and Reports" in Section 1.17, or at such other place as either Landlord or Tenant may, from time to time designate in a written notice by certified mail given to the other. Notice shall be deemed to be given upon the earlier of receipt (or refusal to receive) same by the party to whom the Notice is sent or three (3) days after the date of the mailing thereof.

ARTICLE 24
QUIET ENJOYMENT

Tenant, upon keeping, observing and performing all of the covenants and agreements of this Lease on its part to be kept, observed; and performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease.

ARTICLE 25
ATTORNEYS' FEES

Should either party commence an action against the other to enforce any obligation hereunder, the prevailing party shall be entitled to recover the costs thereof and attorneys' fees actually incurred by such prevailing party (including the fees and charges of legal assistants or other non-attorney personnel performing services under the supervision of an attorney), whether or not such litigation is prosecuted to judgment. Landlord and Tenant covenant and agree that Landlord and Tenant intend by this Article to compensate for attorneys' fees actually incurred by the prevailing party at such attorney's then normal hourly rates and that this Article shall constitute an instruction to the court that such rate or rates shall be deemed reasonable.

ARTICLE 26
WAIVER

No waiver of any default or breach of any covenant by either party hereunder shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated. Landlord's acceptance of any payment which is less than that required to be paid by Tenant shall be deemed to have been received only on account of the obligation for which it is paid and shall not be deemed an accord and satisfaction, notwithstanding any provisions to the contrary asserted by Tenant, written on any check or contained in any transmittal letter. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term or covenant hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. An express waiver must be in writing and signed by a person with the power to contractually bind Tenant or Landlord. An express waiver shall affect only the default specified in the waiver, and only for the time and to the extent expressly stated. Waivers by either party of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

ARTICLE 27
BANKRUPTCY

27.1 Tenant's Interest Not Transferable. Neither this Lease, nor any interest herein nor any estate hereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may be specifically provided pursuant to the Bankruptcy Code (11 U.S.C. §101, et seq.).

27.2 The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the lease premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the lease land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

ARTICLE 28
INTERPRETATION AND APPLICATION

28.1 Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute an offer, a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

28.2 Governing Law. This Lease shall be construed in accordance with and governed by the statutes, decisions, and other laws of the State of Nevada. Tenant hereby consents to the personal jurisdiction and venue of any State court of competent jurisdiction located in Clark County, Nevada or Federal court located in Las Vegas, Nevada and the service of process by any means authorized by any such State or Federal court.

28.3 Complete Agreement. This Lease contains all terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect. The terms of this Lease were fully negotiated by the parties hereto and shall not be construed for or against Landlord or Tenant, because either Landlord or Tenant may have drafted this Lease and this Lease shall be interpreted in accordance with the general meaning of the language herein contained in an effort to reach the intended result.

28.4 Amendment. This Lease may not be amended, altered or modified in any way except in writing signed by the parties hereto.

28.5 No Partnership. It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

28.6 No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger, but shall, at the option of Landlord, either terminate all or any existing subleases or subtenancies, or operate as an assignment to Landlord of any or all such subleases or subtenancies.

28.7 Severability. If any provision of this Lease or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease (including the application of such provision to persons or circumstances other than those to which it is held invalid) shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

28.8 Captions. The captions of the Articles and Sections hereof are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

28.9 Words. The words "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine. If Tenant is comprised of more than one individual or entity, the obligations imposed upon Tenant hereunder shall be joint and several to all parties signing this Lease as Tenant.

28.10 Exhibits. The Exhibits, if any, and any Schedules or Riders attached to this Lease are incorporated herein by this reference and made a part hereof, and any reference in the body of the Lease or in the Exhibits, Schedules, or Riders to the Lease shall mean the Lease together with all Exhibits, Schedules and Riders.

ARTICLE 29 **MISCELLANEOUS**

29.1 Time. Time is of the essence of each provision hereof.

29.2 Successors. Subject to the restrictions on transfer contained in Article 23 hereof, all the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

29.3 Recordation. Tenant shall not record this Lease or any memorandum hereof. Landlord has the right in its absolute discretion to record this Lease or a memorandum hereof, and, upon Landlord's request, Tenant shall execute and have acknowledged the same for recordation and shall pay all required documentary transfer taxes in connection therewith.

29.4 No Recourse. The obligations of the Landlord under this Lease shall be without recourse to the assets of any partner, member, officer, shareholder, director or employee of Landlord or any partner of any partner of Landlord.

29.5 Broker. Except for the brokers specified in Section 1.16 of this Lease, if any, Landlord and Tenant represent and warrant to each other that it has not retained the services of any other broker or real estate licensee and owes no other person or entity any finder's or broker's fee, commission or payment of any kind whatsoever. Landlord and Tenant shall defend, indemnify and hold the other harmless from and against any and all claims, demands, costs, expenses or liabilities related to or connected with any broker's or finder's fee, commission or payment of any kind asserted by any person or entity, based on an agreement allegedly made by the indemnifying party, except for the broker specified in Section 1.16 of this Lease.

29.6 Trade Names and Trademarks. Tenant shall not make any use, commercial or otherwise (except to the extent necessary to identify the Premises), of the names or marks of the Project and/or any other similar names or marks without the prior written consent of Landlord, nor shall Tenant otherwise engage in conduct inconsistent with Landlord's sole and exclusive rights to its trade names and trademarks, including but not limited to the foregoing marks.

29.7 Sign Control. Landlord shall provide Building Standard lobby directory signage and suite identification signage, wherein all costs associated with the construction installation of such signage shall be at Landlord's sole cost and expense. Tenant shall be responsible for any additional signage, if any, and shall comply with all signage requirements set forth in Exhibit "C" and shall further not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

29.8 Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

29.9 Mortgagee Protection. Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.

29.10 Disputes. If any dispute should arise in relation to this Lease Agreement the Landlord and Tenant shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Nevada. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

29.11 Independently Provided Services. This Lease is entirely separate and distinct from and independent of any and all agreements that Tenant may at any time enter into with any third party for the provision of services, which include, but are not limited to, telecommunications, office automation, repair, maintenance services, computer and photocopying ("Independent Services"). Tenant acknowledges that Landlord has no obligation of any type concerning the provision of Independent Services, and agrees that any cessation or interruption of Independent Services or any other act or neglect by the third party providing the Independent Services shall not constitute a default or constructive eviction by Landlord. Tenant agrees, except to the extent of the gross negligence of Landlord, its partners, employees, agents and/or assigns, to hold harmless and defend Landlord, its partners, employees, agents and assigns from any claim Tenant may have arising in any way out of the provision (or lack thereof) of the Independent Services which Tenant has contracted to receive from the third parties. In no event shall Landlord be liable to Tenant for incidental, consequential, indirect or special damages (including lost profits) which may arise in any way out of a claim concerning Independent Services.

Its: _____

Date: _____

Approved as to form by:

By: _____

Its: Deputy Attorney General for Attorney General

Date: _____

EXHIBIT A

MEMORANDUM OF LEASE COMMENCEMENT

This Memorandum of Lease Commencement is made as of _____ 2020, by Transwestern Investment Holdings VD, LLC, et al ("Landlord"), and Nevada State Board of Dental Examiners (Tenant"). Landlord and Tenant agree to and acknowledge the following matters:

1. Landlord and Tenant have entered into a lease dated as of August _____, 2019, ("Lease"), and approved by the State Board of Examiners on _____, 2019, covering the Premises in the Project located at 8925 W. RUSSELL ROAD SUITE 205, in Las Vegas, Nevada, as more particularly described in the Lease.

2. All terms defined in the Lease shall have the same meaning when used in this Memorandum of Lease Commencement.

3. The Lease Commencement Date is March 1, 2020 and the Expiration Date of the Lease is February 28, 2027, not including any renewal periods as more particularly described in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease Commencement as of the day and year first above written.

LANDLORD:

TENANT:

Transwestern Investment Holdings VD,
LLC
Pageantry 1D LLC,
Pageantry 2D LLC,
Pageantry 3D LLC,
Pageantry 4D LLC,
Pageantry 5D LLC,
Pageantry 6D LLC,
Pageantry 7D LLC,
Pageantry 8D LLC

Nevada State Board of Dental Examiners

By: _____
Joz

By: _____
Debra Shaffer-Kugel

Its: Agent _____

Its: Executive Director _____

Date: 9/6/19 _____

Date: _____

By: _____
Yvonne Berthea, RDH

Its: Board President _____

Date: _____

By: _____
State of Nevada Authorized Signature

Its: _____

Date: _____

Approved by Board of Examiners:

By: _____
Board of Examiners

Its: _____

Date: _____

Approved as to form by:

By: _____

Its: Deputy Attorney General for Attorney General

Date: _____

EXHIBIT B

RULES

1. Tenant shall not obstruct or interfere with the rights of other tenants of the Building/Project, or in any way injure or annoy such tenants or persons. Tenant will not conduct any activity within the Premises, which will create excessive traffic or noise anywhere in the Building/Project.
2. Canvassing, soliciting and peddling in the Building/Project are prohibited, and Tenant shall cooperate to prevent such activities.
3. Tenant shall not bring or keep within the Building/Project any animal, bicycle, motorcycle, or other type of vehicle except as required by law.
4. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, so as to absorb or prevent any vibration, noise, or annoyance. Tenant shall not construct, maintain, use or operate within the Premises, or elsewhere in the Building/Project or outside of the Building/Project any equipment or machinery which produces music, sound or noise, which is audible beyond the Premises. Tenant shall not cause improper noises, vibrations or odors within the Building/Project.
5. Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building/Project, except in the refuse containers provided therefore. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office Building/Project trash and garbage without being in violation of any law or ordinance governing such disposal. Tenant shall be charged the cost of removal for any items left by Tenant that cannot be so removed. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate. Tenant shall not introduce into the Building/Project any substance which might add an undue burden to the cleaning or maintenance of the Premises or the Building/Project. Tenant shall exercise its best efforts to keep the sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Building/Project (hereinafter referred to as "Common Areas") clean and free from rubbish. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of any tenant by the cleaning service hired by Tenant or any other employee or any other person not employed or contracted by Landlord.
6. Tenant shall use the Common Areas only as a means of ingress and egress, and Tenant shall permit no loitering by any persons within Tenant's control upon Common Areas or elsewhere within the Building/Project. The Common Areas and roof of the Building/Project are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence, in the judgment of the Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building/Project and its tenants; however, Landlord shall maintain and provide emergency exit access to the roof and such emergency access shall be accessible to Tenant at all times. Tenant shall not enter or install equipment in the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Building/Project without the prior written consent of Landlord, except in emergency. No tenant shall install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building/Project.
7. Without limitation upon any of the provisions of the Lease, Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Building/Project, without the prior written consent of Landlord, and as Landlord may direct. Upon removal of any wall decorations or installations or floor coverings by Tenant, any damage to the walls or floors shall be re-paired by Tenant at Tenant's sole cost and expense. Tenant shall not lay linoleum or similar floor coverings so that the same shall come into direct contact with the floor of the Premises and, if linoleum or other similar floor covering is to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other materials soluble in water. The use of cement or other similar adhesive material is expressly prohibited. Floor distribution boxes for electric and telephone wires must remain accessible at all times.
8. Tenant shall not use the washrooms, restrooms and plumbing fixtures of the Building/Project, and appurtenances thereto, for any other purpose than the purpose for which they were constructed, and Tenant

shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water in interfering or tampering with the faucets or otherwise. If Tenant's servants, employees, agents, contractors, jobbers, licensees, invitees, guests or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Tenant's expense, and Landlord shall not be responsible therefore.

9. Subject to applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked; except when in use for ingress or egress. If Tenant used the Premises after regular business hours or on non-business days, Tenant shall lock any entrance doors to the Building/Project or to the Premises used by Tenant immediately after using such doors. Tenant shall cooperate with energy conservation by limiting use of lights to areas occupied during non-business hours.
10. Employees of Landlord shall not receive or carry messages for or to Tenant or any other person, nor contract with nor render free or paid services to Tenant or Tenant's servants, employees, contractors, jobbers, agents, invitees, licensees, guests or visitors. In the event that any of Landlord's employees perform any such services, such employees shall be deemed to be the agents of Tenant regardless of whether or how payment is arranged for such services, and Tenant hereby indemnifies and holds Landlord harmless from any and all liability in connection with any such services and any associated injury or damage to property or injure or death to persons resulting there from.
11. All keys to the exterior doors of the Premises shall be obtained by Tenant from Landlord, and Tenant shall pay to Landlord a reasonable deposit determined by Landlord from time to time for such keys. Tenant shall not make duplicate copies of such keys. Tenant shall, upon the termination of its tenancy, provide Landlord with the combinations to all combination locks on safes, safe cabinets and vaults that have become permanent fixtures pursuant to the terms of the Lease, and deliver to Landlord all keys to the Building/Project, the Premises and all interior doors, cabinets, and other key-controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord. In the event of the loss of any key furnished to Tenant by Landlord, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such a change. The word "key" as used herein shall refer to keys, keycards, and all such means of obtaining access through restricted access systems.
12. For purposes hereof, the terms "Landlord", "Tenant", "Building/Project" and "Premises" are defined as those terms in the Lease to which these Rules and Regulations are attached. The term "Building/Project" shall include the Premises, and any obligations of Tenant hereunder with regard to the Building/Project shall apply with equal force to the Premises and to other parts of the Building/Project.
13. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of the Premises in the Building/Project.

EXHIBIT C

SIGN CRITERIA

GENERAL

Signs are not only effective as Tenant identification but are a source of interest, excitement and good advertising when designed with taste and in harmony with the design standards of the office complex. The sign regulations herein have been set up for the purpose of achieving the best possible effect for office identification and overall design, while allowing each tenant creativity within the limits of their leasehold. Experience has proven that all Tenants in the building benefit by the establishment of sign controls such as herein set forth.

I. APPROVALS

- A. The design and construction of Tenant's exterior sign **MUST** receive written approval by Landlord prior to fabrication and installation.

Landlord's approval shall be based on:

- 1) Conformity to the sign criteria established for the building, including fabrication and method of installation.
- 2) Harmony of the proposed sign with design standards of the building and co-tenants.

Landlord has the specific right to refuse approval of any sign, which does not conform to the specific criteria set forth herein.

- B. Unless Landlord and design consultant have both received the above described plans in the quantities set forth above, Landlord will not approve Tenant's exterior sign.

The sign drawings are to be prepared by a reputable STATE licensed sign contractor. The sign drawings must indicate the following information:

- 1) A scaled storefront drawing reflecting the proposed sign design and all dimensions, as it relates to the storefront elevation of tenant's premises.
 - 2) A plot plan and elevation indicating location of Tenant's sign.
- C. All drawings marked "Disapproved" or "Approved as Noted" must be re-submitted as here and above set forth in Paragraph "B" with required corrections. Tenant or its sign contractor will not be permitted to commence installation of the exterior sign, unless the following conditions have occurred:
- 1) A stamped set of the final sign drawings reflecting Landlord or Landlord's design consultant's approval are retained at tenant's premises at all times during the installation of design and for a period of thirty (30) days thereafter.
 - 2) Tenant and/or tenants sign contractor shall obtain all necessary permits and approvals.

II. GENERAL SIGN CRITERIA AND RESTRICTIONS

- A. All tenant signage shall be located only on the space and on the surface specially provided for same on the building exterior. No other signage is permitted on the exterior of the premises.
- B. Tenant is responsible to field verify that Tenant's proposed signage will fit attractively on Tenant's signband area prior to fabrication of signage.
- C. The face colors and type styles of all signs shall be subject to Landlord's approval.
- D. The Tenant shall pay for all signs, their installation (including final connection, transformers and all other labor and materials) and maintenance. Tenant sign contractor must file, pay for and obtain any licenses, permits and variances as required for sign installation.

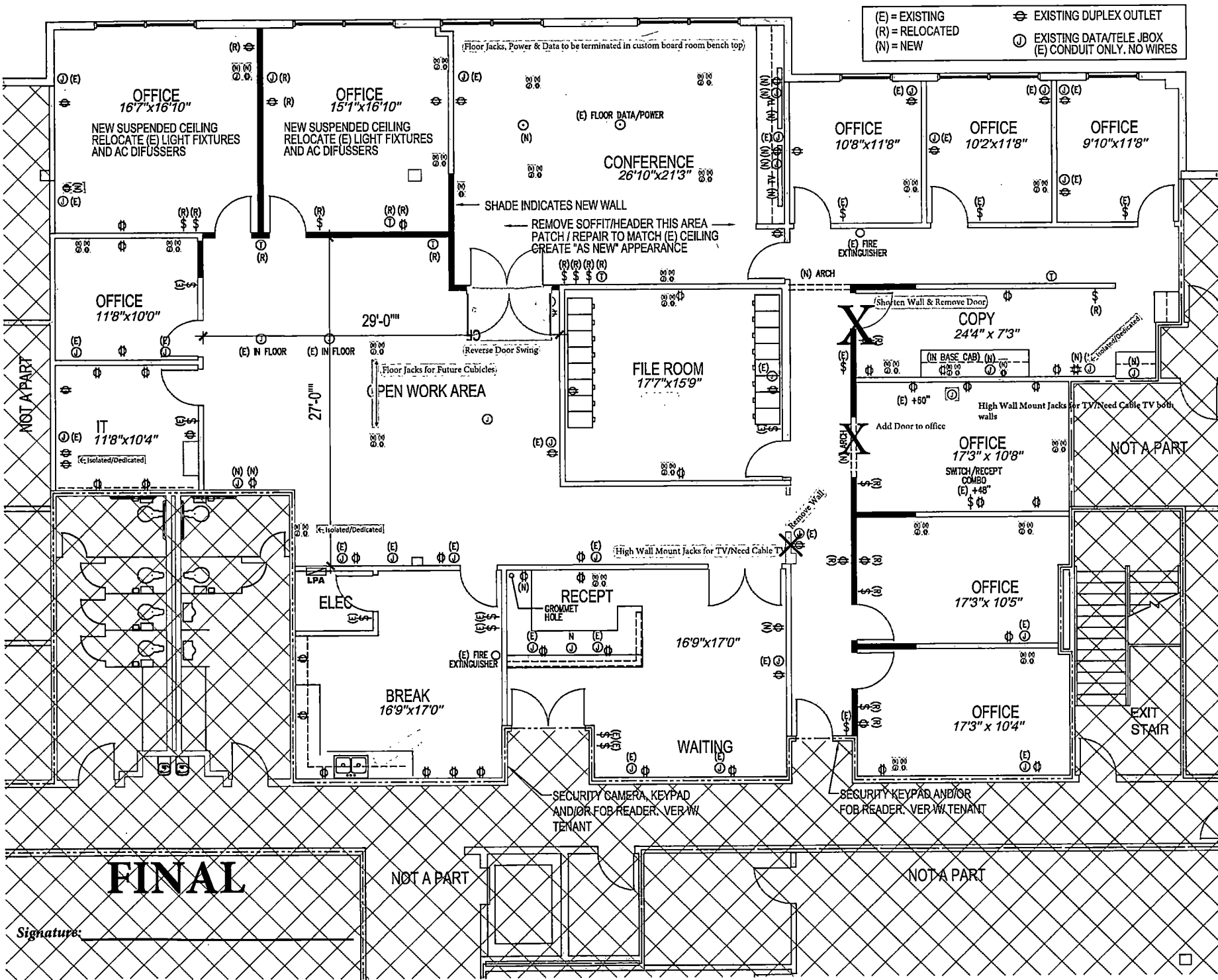
8925 W RUSSELL RD
SUITE 205

Exhibit D
Approved Space Plan

6.20.2019, 7.3.2019, 7.16.19



CONCEPTUAL FLOOR PLAN



FINAL

Signature: _____

EXHIBIT E
SCOPE OF WORK

SUPPLY AND INSTALL FRAMING AND DRYWALL SUPPLY
AND INSTALL WALL INSULATION TAPING AND TEXTURE,
WALL PREP
PAINTING
SUPPLY AND INSTALL ELECTRICAL POWER AND LIGHTING, DATA/PHONE CONDUITS AND ACCESS CARD
CONDUITS
REDUCT H.V.A.C. TO ACCOMODATE NEW OFFICES
AND INSTALL FIRE SPRINKLERS
SUPPLY AND INSTALL ACOUSTIC CEILINGS AT DEMO AREAS SUPPLY AND
INSTALL 3 NEW DOORS, RELOCATE 4 EXISTING DOORS SUPPLY AND INSTALL
NEW MINI BLINDS ON EXTERIOR WINDOWS
RE-LAMINATE COUNTER TOP ON THE LOWER CABINET IN COPY ROOM INCLUDING THE TWO SMALLER
LOWER CABINETS AT END OF COPY ROOM WITH FORMICA TO MATCH
DRILL GROMMET HOLE IN EXISTING GRANITE TOP
DEMOLITION & TRASHOUT OF FLOORING, PREP FLOORS FOR NEW FLOORING SUPPLY
AND INSTALL VYNAL PLANK FLOORING AND CARPETING AS DESIGNATED
SUPPLY AND INSTALL VINYL BASE SUPPLY

EXCLUDES ALL ALARM SYSTEMS
EXCLUDES PHONE / DATA CABLING
EXCLUDES ACCESS CARD SYSTEMS

EXHIBIT F

APPROVED FIRE RATED FILING CABINETS

File cabinet approximate weight

FILE CABINETES PLACED IN FILE ROOM

10 fire king 4 drawer width 18" x depth 25"
Without files approx. weight 508 lbs each; total for ten = 5080 lbs
With files approx. weight 808 lbs each; total for ten = 8080 lbs

3 fire king 4 drawer width 21" x depth 25"
Without files approx. weight 551 lbs each; total for three = 1653 lbs
With files approx. weight 851 lbs each; total for three = 2553 lbs

3 fire king 4 drawer width 44" x depth 22"
Without files approx. weight 1019 lbs each; total for Three = 3057 lbs
With files approx. weight 1700lbseach total for Three = 2100 lbs

1 basic file cabinet 4 drawer width 42" x depth 22"
Without files approx. weight 220 lbs
With files approx. weight 820 lbs

3 basic file cabinet 4 drawer width 18" x depth 30"
Without files approx. weight 67 lbs total for three =201 lbs
With files approx. weight 217 lbs total for three = 651 lbs

Total weight for all file cabinets for file room without files = 10211 lbs
Total weight for all file cabinets for file room with files = 14204 lbs

OTHER FILE CABINETS PLACED THROUGHOUT TENANTS PREMISES:

Candice office - 1 fire king 4 drawer width 44" x depth 22"
Without files approx. weight 1019 lbs
With files approx. weight 1700lbs

Sandra office - 1 fire king 4 drawer width 18" x depth 25"
Without files approx. weight 508 lbs
With files approx. weight 808 lbs

Melanie office - 1 fire king 4 drawer width 18" x depth 25"
Without files approx. weight 508 lbs
With files approx. weight 808 lbs

Deb office - 2 fire king 4 drawer width 18" x depth 25"
Without files approx. weight 508 lbs each; total for two = 1016lbs
With files approx. weight 808 lbs each; total for two = 1616 lbs

3 fire king 4 drawer width 18" x depth 31 1/2"
Without files approx. weight 603 lbs each; total for Three = 1809 lbs
With files approx. weight 1083 lbs each; total for Three = 3249 lbs

EXHIBIT G

The site plan is for informational purposes only and does not constitute any warranty

