

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply) N/A</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
Corporate/Business Entity Name: <u>CHANGING SMILES PEDIATRIC DENTISTRY</u>						
(Include d.b.a., if applicable)						
Street Address: <u>1750 WASHER PEAK DR.</u>			Website: <u>N/A</u>			
City, State and Zip Code: <u>LAS VEGAS, NV 89106</u>			POC Name: <u>TERRY MEADS</u>			
			Email: <u>TMEADS05@GMAIL.COM</u>			
Telephone No: <u>702.281.1922</u>			Fax No: <u>N/A</u>			
Nevada Local Street Address: <u>SAME</u>			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

[Signature]  
Signature  
PRESIDENT  
Title

TERRY MEADS  
Print Name  
10/26/2021  
Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

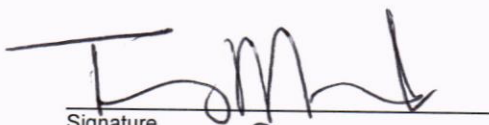

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**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

  
 Signature  
  
 Print Name  
 Authorized Department Representative



Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

**SUBLEASE AGREEMENT  
BETWEEN  
CLARK COUNTY  
AND  
CHANGING SMILES PEDIATRIC DENTISTRY**

THIS SUBLEASE AGREEMENT ("Sublease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between CLARK COUNTY, a political subdivision of the State of Nevada ("SUBLESSOR" or "COUNTY") and CHANGING SMILES PEDIATRIC DENTISTRY, a domestic 501(c)(3) non-profit corporation qualified to do business in Nevada ("SUBLESSEE")(Individually a "Party" and collectively the "Parties").

WHEREAS, The COUNTY entered into a Land Lease ("Land Lease") with the City of Las Vegas on or about December 1998 as shown on Exhibit "A" for +/- 3.19 acres of vacant land known as Assessor's Parcel Number 139-21-416-011 for the purposes of constructing the Enterprise Health Care and Dental Center ("Center") as described below; and

WHEREAS, the COUNTY entered into an Interlocal Agreement ("Interlocal Agreement") with the City of Las Vegas and the City of North Las Vegas dated December 15<sup>th</sup>, 1998 as shown on Exhibit "B" to jointly design, fund and develop the Center which encompasses one (1) +/- 3,971 square foot building ("1750 Building" or "Premises") and one (1) +/- 15,118 square foot building ("1700 Building") located at 1700-1750 Wheeler Peak Drive, Las Vegas, NV 89106; and

WHEREAS, SUBLESSEE, has obtained a 501(c)(3) designation from the Internal Revenue Service ("Designation"); and

WHEREAS, NRS 244.284 authorizes the Clark County Board of Commissioners ("Board") to sublease any of the real property of Clark County not otherwise needed for public purposes to a non-profit corporation recognized as exempt under Section 501(c)(3) of the Internal Revenue Code for charitable or civic purposes on such terms and conditions as the Board deems appropriate; and

WHEREAS, the Premises subleased herein to SUBLESSEE are not needed for the public purposes of Clark County.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

**1. DESCRIPTION OF PREMISES.**

1.1 The Premises contains +/- 3,971 square feet of space as shown on Exhibit "C" which is +/- Twenty point Eighty Percent (20.80%) ("Proportionate Share") of the Center, which figure is based on 100% occupancy of the Center and is subject to change from time to time due to occupancy levels.

## Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

1.2 In addition to the Premises, SUBLESSEE shall have the use of the equipment itemized in Exhibit "D" attached hereto and incorporated herein by reference. SUBLESSEE accepts use of the equipment in "as-is" condition. Exhibit D shall be amended from time to time as inventory changes during the course of this Sublease.

### 2. TERM.

2.1 The term of this Sublease is five (5) years commencing on the date of approval by the Board of County Commissioners ("Commencement Date").

2.2 Upon expiration of the initial term of this Sublease set forth in Subsection 2.1 above, County grants SUBLESSEE the option to extend for five (5) additional one (1) year periods to be exercised by giving formal written notice to COUNTY at least sixty (60) days before expiration of the prior term.

### 3. RENT.

In consideration of SUBLESSEE's provision of valuable services to the community, COUNTY agrees to sublease the Premises to SUBLESSEE without requiring the payment of any rent.

### 4. SERVICE LEVEL REQUIREMENTS.

4.1 SUBLESSEE shall provide dental services for underserved children as needed in the community, coordinating such services with other occupants of the Center as required by County.

4.2 SUBLESSEE shall accept clients with Medicaid insurance.

4.3 SUBLESSEE shall have the dental clinic operating and open to customers within twelve (12) months from the Commencement Date.

4.4 SUBLESSEE shall make its services available and be open for business Monday-Friday to receive and treat patients from 8:00 AM to 5:00 PM, state and federal holidays excepted, and shall provide sufficient staffing for its operations. So long as SUBLESSEE is meeting the scheduling needs of patients, at the option of SUBLESSEE, SUBLESSEE may dedicate the equivalent of one (1) day a week to administrative and managerial needs of the dental clinic. SUBLESSEE must meet a minimum patient load of 500 patients during each year of operation.



## Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

4.5 SUBLESSEE shall maintain accurate books and records of its operational expenses and patient encounters on the Premises in accordance with generally accepted accounting principles and internal patient management procedures. SUBLESSEE shall retain such records for a minimum period equal to three accounting periods of twelve consecutive calendar months each, following each partial or complete accounting year. SUBLESSEE shall furnish to the County's designated representative, upon request, an income statement (profit and loss statement) based on generally accepted accounting principles, for the preceding twelve consecutive calendar months, showing, at a minimum, the total dollar operating expenses. The statement shall show in adequate detail all revenues and expenses conducted under the terms and conditions of this Sublease. For patient encounters, SUBLESSEE shall furnish to the County's designated representative, upon request, a listing of the number of patients physically seen by each attending dentist on a monthly basis. SUBLESSEE shall retain such records for a minimum period of thirty-six (36) consecutive calendar months.

### 5. COUNTY'S BUDGETARY LIMITS AND FISCAL FUND OUT.

5.1 The County, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require County to budget annually for its expenses and which prohibit County from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All County's financial obligations under this Sublease are subject to those statutory requirements and Subsections 5.2 and 5.3 below (hereinafter "Fund Out Clause").

5.2 Notwithstanding the monetary obligations of this Sublease, the total amount of County's payment obligations hereunder for any fiscal year shall not exceed the amounts that County has appropriated for maintenance of the building and for related liabilities for the County. County represents that as of the date this Sublease is executed sufficient funds have been appropriated to cover County's obligations hereunder through the expiration of the County's Fiscal Year 2021-2022.

5.3 Notwithstanding the monetary obligations of this Sublease, this Sublease shall terminate and County's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the SUBLESSEE's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts which will then become due. County's staff shall take all appropriate actions and act in good faith to obtain funding for the County's liabilities hereunder accordingly.

Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

**6. USE OF THE PREMISES.**

6.1 SUBLESSEE shall use the Premises only for the following purpose or purposes: operation of a pediatric dental care clinic to provide infants, teens and adults with special needs dental care for eligible low to moderate income residents in accordance with Community Development Block Grant program requirements. The Premises shall not be used to house or provide for extended care patients. Such use shall conform to applicable local ordinances, state and federal laws and this Sublease. No other use of the Premises shall be allowed unless prior written approval is obtained from the Director of Real Property Management ("Director") in his or her sole discretion. SUBLESSEE may not sublease the Premises or assign this Sublease to any person or entity not affiliated with SUBLESSEE without the prior written approval from the Director in his or her sole discretion.

6.2 SUBLESSEE shall observe and enforce all established rules and regulations of COUNTY in connection with SUBLESSEE's use of the Premises. SUBLESSEE shall not use or occupy the Premises in violation of any law, covenant, condition, restriction, rule or regulation affecting the Premises. Upon notice from COUNTY, SUBLESSEE shall immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule or regulation.

6.3 SUBLESSEE shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Premises, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY's risk manager, or any other person or organization performing a similar function.

6.4 SUBLESSEE shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other SUBLESSEE's or occupants of the Center, or injure or annoy them, or use or allow the Premises to be used for any unlawful purposes.

6.5 SUBLESSEE shall not cause, maintain or permit any nuisance or waste in, on or about the Premises or Center.

6.6 SUBLESSEE shall comply with all use restrictions, obligations except rent, and limitations stated with the Land Lease, and shall maintain such records as may be required by COUNTY for purposes of satisfying COUNTY's Community Development Block Grant reporting requirements. SUBLESSEE shall also comply with Articles II, III, and V of the Interlocal Agreement.



## Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

6.7 SUBLESSEE shall have the right to operate only during Monday –Friday from 8:00 AM to 5:00 PM. No other schedule shall be allowed unless prior written approval is obtained from the Director in his or her sole discretion. In any case, SUBLESSEE shall make its services available and be open for business to receive and treat patients no fewer than forty (40) hours per week during regular business hours. State and federal holiday excepted and shall provide sufficient staff in its offices.

### **7. REPAIRS AND MAINTENANCE.**

7.1 SUBLESSEE shall maintain the Premises in good order, condition and repair. Such maintenance includes routine maintenance due to normal and ordinary wear and tear, including interior surfaces of the ceilings, walls and floors, doors, interior windows, plumbing, pipes and fixtures, electrical wiring, switches and fixtures, and standard building furnishings or fixtures installed by SUBLESSEE. SUBLESSEE shall maintain in good repair all furniture, office equipment and fixtures provided by SUBLESSEE or provided to SUBLESSEE by COUNTY.

7.2 SUBLESSEE shall bear the cost of any badge, re-key or duplicate key request for any lost or stolen keys or badges at the COUNTY's prevailing rate at that time.

7.3 COUNTY shall service any fire extinguishers serving the Premises and provide for any inspections or repairs of the fire extinguishers or specialty fire suppression systems subject to Section 7.

7.4 COUNTY shall maintain in good order, condition and repair: the exterior of the 1750 Building, structural or building systems (sub-surface or cement embedded mechanical, plumbing, roofing, electrical, HVAC and low voltage systems) and all other portions of the Center not the obligation of SUBLESSEE or any other subtenant of the Center which includes repair and maintenance of the common area lobby in the 1700 Building, subject to the Fund Out Clause and Section 8, if such repairs are not due to the fault or negligence of SUBLESSEE as provided in Subsection 7.5 below.

7.5 SUBLESSEE shall be responsible for repairs to the Premises, the need for which arises out of (a) SUBLESSEE's use or occupancy of the Premises; (b) the installation, removal, use or operation of SUBLESSEE's property; (c) the moving of SUBLESSEE's property into or out of the Premises; or (d) the act, omission, misuse or negligence of SUBLESSEE, its agents, employees or invitees. Which includes SUBLESSEE's personal property and equipment located in the common area lobby.

7.6 SUBLESSEE must use the Premises in a reasonable manner that does not create an undue burden or financial difficulties for COUNTY.

## Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

7.7 If SUBLESSEE fails to repair the Premises as provided in Subsection 7.5 above, COUNTY shall give SUBLESSEE thirty (30) days notice to do such acts as are reasonably required to repair the Premises. If SUBLESSEE fails to promptly commence such work and diligently prosecute it to completion, COUNTY shall have the right to do such acts and expend such funds at the expense of SUBLESSEE as are reasonably required to perform such work. Any amount so expended by COUNTY shall be paid by SUBLESSEE within thirty (30) days of such invoice. COUNTY shall have no liability to SUBLESSEE for any damage, inconvenience or interference with the use of the Premises by SUBLESSEE as a result of performing any such work. COUNTY shall nevertheless use reasonable efforts to minimize any interference with SUBLESSEE's use of the Premises.

7.8 SUBLESSEE shall give COUNTY prompt verbal notice, followed by written notice, of any damage to or defective condition in any part of the mechanical, electrical, plumbing, air conditioning or other systems serving, located in, or passing through the Premises.

7.9 Upon the expiration or earlier termination of this Sublease, SUBLESSEE shall return the Premises to COUNTY in broom-clean condition, except for normal ordinary wear and tear. Any damage to the Premises, including any structural damage, resulting from SUBLESSEE's use of the Premises or resulting from the removal of SUBLESSEE's property from the Premises shall be repaired by SUBLESSEE at SUBLESSEE's sole expense. Any amount so expended by COUNTY shall be promptly paid by SUBLESSEE.

7.10 COUNTY and SUBLESSEE shall each fully comply with all applicable Nevada laws, ordinances and rules of any public authority relating to their respective maintenance and repair obligations as set forth herein.

### **8. SERVICES AND UTILITIES.**

8.1 COUNTY, in its sole discretion, shall cause to be provided/made available the following utilities and services: common area janitorial, common area security, fire-life-safety monitoring, inspection and testing; sewer, water, power, gas, normal trash removal and hazardous waste removal, HVAC maintenance and filter replacement and repairs and maintenance as described in Subsection 7.4 ("Services"). SUBLESSEE understands that Services may vary in type, quantity and quality and COUNTY reserves the right to suspend, terminate, or change any Services with or without notice to SUBLESSEE. SUBLESSEE shall reimburse the COUNTY for its use of power, water and gas service each month at the Premises commencing two (2) years after the Effective Date.

8.2 Any services or utilities not enumerated above shall be the responsibility of the SUBLESSEE.



## Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

8.3 Commencing two (2) years after the Effective Date, SUBLESSEE shall reimburse COUNTY for SUBLESSEE's Proportionate Share of the estimated Operating Expenses (as defined below) in monthly installments in advance on the first (1st) of the month ("Payment(s)"). Operating Expenses shall be defined as the cost for Services or any expense COUNTY shall incur in relation to the operation, management, repair, maintenance or ownership of the Center, including capital improvements. Within sixty (60) days of the end of the fiscal year, COUNTY shall reconcile Payments made by SUBLESSEE against the actual Operating Expenses for the period covering July 1 to June 30 ("Reconciliation"). Any overage/underage shall be paid within thirty (30) days to the receiving Party. Upon Reconciliation COUNTY shall prepare an estimated Operating Expenses budget for the following year and notify SUBLESSEE of the new estimated Payment. This process will be performed annually.

### **9. ALTERATIONS AND IMPROVEMENTS.**

9.1 SUBLESSEE shall have the right, at its expense, to make non-structural improvements or alterations to the Premises provided SUBLESSEE requests permission, in writing, to make such changes and obtains all necessary permits, and provided the Director, in his or her sole discretion, gives written approval of the requested non-structural improvements or alterations.

9.2 Upon the termination or expiration of this Sublease, SUBLESSEE shall have the right, at its expense, to remove any personal property or fixture which SUBLESSEE has installed or placed on the Premises, excepting any item installed pursuant to Section 10. SUBLESSEE shall completely repair, at its expense, any and all damage resulting from such removal.

9.3 All fixtures or other improvements remaining upon expiration or termination of this Sublease shall be deemed to be the property of COUNTY or may be stored by COUNTY, in COUNTY's discretion, at SUBLESSEE's expense.

### **10. TENANT IMPROVEMENTS.**

10.1 SUBLESSEE shall provide an estimate to COUNTY of the estimated cost of the tenant improvements at the Premises ("TIs"). Such estimate shall be accompanied by applicable design plans ("TI Plans").

10.2 The Director of Real Property Management, or her designee shall approve, deny or request changes to TI Plans in her sole discretion. TI Plans are also subject to approval by the City of Las Vegas pursuant to the Land Lease.

10.3 SUBLESSEE agrees to construct or have constructed and coordinate the TI's in accordance with the approved TI Plans within one (1) year of such approval from COUNTY.

## Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

10.4 SUBLESSEE is accepting the Premises "as is" and is solely responsible for all TI costs and equipment. COUNTY shall allocate AB309 funds in an amount not to exceed three hundred fifty thousand dollars \$350,000 for SUBLESSEE's TI costs and equipment. SUBLESSEE shall submit invoices to COUNTY and COUNTY shall reimburse SUBLESSEE once the invoice has been approved. Invoices shall be based upon SUBLESSEE estimates shown as Exhibit E1-E5.

10.5 COUNTY shall retain all rights and ownership of the constructed TI's and equipment.

10.6 Upon completion of the TI's, SUBLESSEE shall provide the following: a copy of the certificate of occupancy, as-builts, final approved building department plans, material data safety sheets, asbestos reports, any instruction manuals for products installed.

10.7 Upon completion of the TI's, Exhibit "D" shall be revised to show current equipment inventory and automatically made a part of this Sublease hereof. If at any point during the Sublease, equipment is donated to the County for use in the Premises, Exhibit "D" shall be updated and supersede the previous Exhibit "D".

### **11. INDEMNIFICATION.**

SUBLESSEE agrees to hold harmless, indemnify and defend the COUNTY, its agents, officers and employees against any and all claims or liability of any kind, including liability for attorneys' fees and other litigation costs and expenses, for any personal injury, wrongful death, or damage to property arising out of SUBLESSEE's operations or use of the Premises, occurring in, on or in the vicinity of the Premises, including the adjacent streets or sidewalks or any part thereof, due to the alleged negligence, fault, act or omission of SUBLESSEE, its agents, officers, employees or invitees.

### **12. INSURANCE.**

SUBLESSEE will maintain the following insurance coverage during the initial and any extended terms of this Sublease and will, prior to approval of this Sublease by the Board, furnish to the COUNTY certificates of insurance, showing that the following insurance is in force:

12.1 Workers compensation in accordance with Nevada law or evidence from the Nevada Division of Industrial Relations that SUBLESSEE is exempt from such requirement;

12.2 Fire insurance with extended coverage with policy limits of Two Hundred Fifty Thousand Dollars (\$250,000). COUNTY shall not be liable for injury or damages to the Premises or any property or fixtures by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of damage, SUBLESSEE shall look solely to the insurer for reimbursement and not to COUNTY.



## Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

12.3 Commercial general liability, including abuse, molestation and corporal punishment coverage, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence to protect the COUNTY, the SUBLESSEE, SUBLESSEE's affiliates, contractors and agents against claims for injury or death and damage to the property of others.

12.4 Any and all insurance policies required shall be "occurrence" policies and shall not be "claims made" policies.

12.5 SUBLESSEE shall provide and maintain, or provide evidence of, professional liability (malpractice) insurance for all medical service providers working or volunteering on the Premises against any claim for damages arising out of any injury or death resulting from any medical services performed. Such insurance policies shall provide coverage with policy limits of at least One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate per year.

12.6 Before a contractor commences any work, SUBLESSEE shall require the contractor to obtain and maintain throughout the term of the construction contract, the bonds and insurance coverage required in Exhibit "E" and shall furnish certificates of such insurance coverage to the Director. The insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statutes Chapter 683A.

### 13. **TERMINATION.**

For any reason with or without cause, either Party may terminate this Sublease upon Sixty (60) days written notice to the other Party.

### 14. **BREACH.**

In the event of SUBLESSEE default or breach of this Sublease, COUNTY shall give SUBLESSEE written notice of the default or breach. SUBLESSEE shall have thirty (30) days after receipt of the notice of default or breach to cure the default or breach. If such default or breach is of a nature that it cannot be cured within thirty (30) days, SUBLESSEE shall commence the curing of said default or breach within the thirty (30) day period and shall diligently complete the curing. After thirty (30) days or a reasonably allowed time, whichever is applicable, if said default or breach has not been cured, COUNTY shall have the right to terminate this Sublease immediately and retake possession of the Premises in compliance with Nevada law.

## Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

### **15. VACATING OF PREMISES**

15.1 Upon termination or expiration of this Sublease, SUBLESSEE shall surrender and vacate the Premises and leave the Premises in broom swept condition. Unless otherwise agreed, all personal property and debris must be removed at the SUBLESSEE's sole cost and expense. If SUBLESSEE fails to leave the Premises in broom swept condition or remove any personal property or debris, COUNTY reserves the right to do such acts and expend such funds at the expense of SUBLESSEE as are reasonably required to perform such work. Any amount so expended by COUNTY shall be paid by SUBLESSEE within thirty (30) days of such invoice.

15.2 Any keys, remotes or access devices provided to the SUBLESSEE including badges shall be returned to the COUNTY upon termination or expiration of this Sublease.

15.3 If SUBLESSEE fails to vacate the Premises upon termination or expiration of this Sublease, COUNTY reserves the right to retake the possession of the Premises in compliance with Nevada Law. SUBLESSEE shall be responsible to reimburse the COUNTY for any costs incurred to complete the retaking of the Premises.

15.4 Final walk-through shall be conducted no later than two (2) business days prior to Sublease termination.

### **16. ANNUAL REPORTING**

On or before each anniversary of the Commencement Date, SUBLESSEE shall send annual reports including information regarding type, volume and frequency of treatment and services offered to the community ("Annual Report"). The Annual Report shall also include the number of Medicaid patients and Clark County Outreach Program patient referrals served during the previous year and shown as a percentage of SUBLESSEE's overall business. The Annual Report shall be sent to the attention of the Director and the Commissioner of the district of which the Premises resides. SUBLESSEE may be required to present the Annual Report at a Board of County Commissioner hearing at the COUNTY's request.

### **17. LIENS**

SUBLESSEE shall not permit or cause to permit any lien upon the Premises or Center. Any such lien shall be paid for by the SUBLESSEE within thirty (30) days of notification. Any failure to cure by SUBLESSEE shall constitute a breach under this Sublease.

### **18. ACCESS**

COUNTY reserves the right to enter upon the Premises for the purposes of repairs, inspections, alterations, improvements etc. upon reasonable notice to the SUBLESSEE but no less than twenty-four (24) hours except for in the case of an emergency or as otherwise agreed.



Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

**19. NOTICES.**

All notices, approvals and demands allowed or required to be given under this Sublease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

**To COUNTY:**

Clark County Real Property Management  
Attention: Director  
500 S. Grand Central Parkway, 4th Floor  
Las Vegas, NV 89155-1825

**To SUBLESSEE:**

Changing Smiles Pediatric Dentistry  
Attention: Terry Meads  
606 S Ninth Street  
Las Vegas, NV 89101

**20. TAXES.**

SUBLESSEE shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and the personal property of SUBLESSEE contained in the Premises or elsewhere. When possible, SUBLESSEE shall cause such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of SUBLESSEE if any of SUBLESSEE's personal property shall be assessed within SUBLESSOR's real property, regardless of whether it is in the Premises, SUBLESSEE shall pay the taxes attributable to SUBLESSEE within ten (10) days after receipt of a written statement setting forth the taxes applicable to SUBLESSEE's property.

**21. DELIVERIES.**

All deliveries, loading, unloading, rubbish removal and other services shall be conducted at the rear of the Center to the extent the Center is accessible from the rear and shall be conducted in such a manner so as to avoid disturbance to activities of other occupants or the common areas and to avoid to the fullest extent possible any obstruction of any walkway(s) and common areas. SUBLESSOR, or its designee, reserves the right to further regulate the activities of SUBLESSEE in regard to deliveries and servicing of the Center, and SUBLESSEE agrees to abide by such further, reasonable nondiscriminatory regulations of SUBLESSOR.

Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

**22. WAIVER.**

COUNTY's failure to enforce or its delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. SUBLESSEE's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Section 22 may not be waived.

**23. RELATIONSHIP OF PARTIES.**

Nothing contained in this Sublease shall be deemed or construed by the Parties hereto or by any third Party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between COUNTY and SUBLESSEE. No provisions of this Sublease, or any acts of the Parties hereto, shall be deemed to create any relationship between COUNTY and SUBLESSEE other than as set forth in this Sublease.

**24. REMEDIES CUMULATIVE.**

The various rights, options, elections and remedies of COUNTY contained in this Sublease shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law and not expressly waived in this Sublease.

**25. GOVERNING LAW.**

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Sublease.

**26. ENTIRE AGREEMENT.**

This Sublease sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Sublease shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Sublease or in any written, properly executed amendment to this Sublease shall be binding upon COUNTY or SUBLESSEE as a warranty or otherwise.

**27. ASSIGNMENT AND SUBSUBLEASE.**

Any attempt by SUBLESSEE to assign any rights or delegate any duties arising from this Sublease or to sublease the Premises without the written consent of COUNTY shall be void.



Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

**28. THIRD PARTY BENEFICIARY.**

This Sublease is not intended to create any rights, powers or interest in any third party; and this Sublease is entered into for the exclusive benefit of the undersigned Parties.

**29. NON-DISCRIMINATION.**

SUBLESSEE shall not unlawfully discriminate against any person in the use of the Premises.

**30. CONTINGENCIES.**

Pursuant to the Land Lease Section 8.1 and Interlocal Agreement Section II(I), this Sublease is contingent upon COUNTY obtaining approval from the City of Las Vegas to Sublease to SUBLESSEE.

**31. COUNTY REFERRALS.**

SUBLESSEE must accept and provide service to patient referrals received from Clark County Outreach Programs for the underserved community.

**[SIGNATURE PAGE TO FOLLOW]**

Sublease Agreement Between Clark County and Changing Smiles Pediatric Dentistry

IN WITNESS WHEREOF, we have hereto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

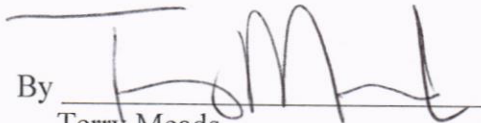
COUNTY:

CLARK COUNTY

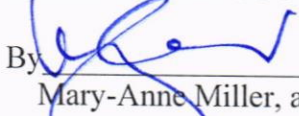
SUBLESSEE:

CHANGING SMILES PEDIATRIC  
DENTISTRY, a 501(c)(3).

By \_\_\_\_\_  
Lisa Kremer, Director  
Real Property Management

By  \_\_\_\_\_  
Terry Meads  
President

APPROVED AS TO FORM

By  \_\_\_\_\_  
Mary-Anne Miller, as County Counsel