

LEASE AGREEMENT

THIS LEASE is entered into by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (hereinafter referred to as “LESSOR”) and DANIEL. ORR, D.D.S., M.S., LTD. (hereinafter referred to as “LESSEE”).

WITNESSETH:

WHEREAS, LESSOR is the owner of that certain real property and six story office building located at 2040 West Charleston Boulevard, Las Vegas, Nevada, known as the “2040 Medical Education Building” (hereinafter referred to as “2040 BUILDING”).

WHEREAS, Nevada Revised Statute 450.440(7)(d) provides that LESSOR may rent office space to members of University Medical Center of Southern Nevada’s (UMCSN) medical staff in facilities owned or operated by LESSOR in order to attract and/or retain current staff physicians; and

WHEREAS, LESSOR desires to lease its space in the 2040 BUILDING for use as medical offices to members of its medical staff; and

WHEREAS, LESSEE is a member of LESSOR’s medical staff; and

WHEREAS, LESSEE desires to lease office space in the 2040 BUILDING from LESSOR to be used as a medical office.

NOW THEREFORE, in consideration of the rents, covenants and agreements contained herein, Lessor leases to Lessee, and Lessee leases from Lessor certain professional medical office space comprised of a portion of the 2040 BUILDING containing approximately 1,733 square feet, commonly referred to as Suite 201, in the 2040 BUILDING (“Premises”).

1. **TERM**: The term of this lease shall become effective on the 1st day of February, 2021 (“Rent Commencement Date”), and subject to Paragraphs 2.4 and 2.5, below, shall remain in effect through Midnight on the 31st day of January, 2024 (“Initial Term”). At the end of the Initial Term, the parties shall have the option to extend the Lease for two (2) additional one (1) year periods (each an “Extension Term”) upon mutual agreement. The Initial Term and Extension Terms shall collectively be referred to as the “Term”.

2. **BASE RENT**: The Base Rent reserved for the premises leased to the LESSEE hereunder (“Base Rent” or “Rent”) shall be the sum of Three Thousand Four Hundred Fourteen and 01/100 Dollars (\$3,414.01) per month, (as adjusted pursuant to paragraph 2.1 hereunder) which sum represents One and 97/100 Dollars (\$1.97) per square foot, to be paid to LESSOR in lawful money of the United States of America, which LESSEE agrees to pay monthly in advance, without deduction, claim, offset, prior notice or demand at such place or places as may be designated from time to time by LESSOR.

2.1. Adjusted Base Rent: Commencing on the first annual anniversary of the Rent Commencement Date and each and every annual anniversary thereafter (each a "Lease Anniversary Date"), the Base Rent payable during the ensuing twelve-month period shall be increased by an amount equal to four percent (4%) of the rate for the prior period or by an amount equal to the change in the Consumer Price Index, All Urban Consumers, United States City Average for the most recent consecutive twelve month period, whichever is less. The Index in publication three (3) months before the Lease Anniversary Date shall be the "Comparison Index." When the Base Rent payable as of each Lease Anniversary Date is determined, LESSOR shall promptly give LESSEE thirty (30) days' written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for purposes under this Lease.

2.2. Definition of Rent: All costs and expenses which Lessee assumes or agrees to pay to LESSOR under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to LESSOR's Accounts Receivable Department.

2.3. Definition of Termination Date: The termination date shall be ninety (90) days after LESSOR has served LESSEE with a notice to quit the premises.

2.4. Fiscal Fund-Out: This Agreement shall terminate and LESSOR's obligations under it shall be extinguished at the end of any of LESSOR's fiscal years in which LESSOR's governing body fails to appropriate monies for the ensuing fiscal year sufficient to fund LESSOR's obligations under this Agreement.

2.5. Budget Act: In accordance with NRS 354.626, the financial obligations of LESSOR under this Lease shall not exceed those monies appropriated and approved by LESSOR for operation and maintenance of the 2040 BUILDING during the then-current fiscal year under the Local Government Budget Act.

3. INTEREST: If LESSEE fails to pay within ten (10) days of when Rent is due, any Rent or other amounts or charges which LESSEE is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the prime commercial rate then being charged by Bank of America, Nevada, plus two percent (2%) per annum. LESSEE acknowledges that the late payment of any Monthly Installment of Base Rent will cause LESSOR to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs, attorney's fees, and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Acceptance of any interest charge shall not constitute a waiver of LESSEE's default with respect to a non-payment by LESSEE or prevent LESSOR from exercising any other rights or remedies available to LESSOR under this Lease.

4. SECURITY DEPOSIT: In consideration of LESSEE's full and faithful performance of the terms and conditions of its existing lease with LESSOR for the Premises which has been in effect since November 1, 1987, LESSOR agrees to waive the security deposit.

5. **LESSEE'S USE OF THE PREMISES:** LESSEE shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the 2040 BUILDING, of which LESSEE has been given a copy prior to execution of this Lease, or the certificate of occupancy issued for the 2040 BUILDING, and shall, upon notice from LESSOR, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or certificate of occupancy. LESSEE, at LESSEE's own cost and expense, shall comply with all laws, ordinances, covenants, restrictions, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of LESSEE's use or occupancy of the Premises impose any duty upon LESSEE or LESSOR with respect to the Premises or its use or occupation. A Judgment of any court of competent jurisdiction or the admission by LESSEE in any action or proceeding against LESSEE that LESSEE has violated any such laws, ordinances, covenants, restrictions, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between LESSOR and LESSEE. Conversely, a Judgment of any Court of competent jurisdiction, or the admission by any opposing party in any action or proceeding against LESSEE that LESSEE has not violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between LESSOR and LESSEE. LESSEE shall not knowingly do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the 2040 BUILDING and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the LESSOR's Insurance Carrier or any other organization performing a similar function. LESSEE shall promptly, upon demand, reimburse LESSOR for any additional premium charged for such policy by reason of LESSEE's failure to comply with the provisions of this Paragraph. LESSEE 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 lessees or occupants of the 2040 BUILDING, or injure or annoy them, or use or allow the Premises to be used for any unlawful purposes nor shall LESSEE cause, maintain or permit any nuisance in, on or about the Premises. LESSEE shall not commit or suffer to be committed any waste in or upon the Premises.

6. **SERVICES AND UTILITIES:** Provided that LESSEE is not in default hereunder, and subject to Paragraphs 2.4 and 2.5, LESSOR agrees to furnish to the Premises during generally recognized business days, and during hours determined by LESSOR in its sole discretion, and subject to the Rules and Regulations of the 2040 BUILDING, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in LESSOR's judgment for the comfortable use and occupancy of the Premises. Factors used by LESSOR in determining the length of time utilities will be furnished for comfortable use and occupancy of the premises will be: 1) customary usage in the area; 2) costs of additional provision of utilities; 3) customary business hours; and, 4) intent of the parties. If LESSEE desires HVAC at any other time, subject to Paragraphs 2.4 and 2.5, LESSOR shall use reasonable efforts to furnish such service upon reasonable notice from LESSEE and LESSEE shall pay LESSOR's charges there for on demand. Subject to Paragraphs 2.4 and 2.5, LESSOR shall also maintain and keep lighted the common stairs, common entries and restrooms in the 2040 BUILDING. LESSOR shall not be in default hereunder or be liable for any 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 furnishing of any of the foregoing services; (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of LESSOR, or by the making of necessary repairs or improvements to the Premises, or 2040 BUILDING; 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, or 2040 BUILDING; LESSOR 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 failure to furnish any such services. If LESSEE uses heat generating machines or equipment in the Premises which affects the temperature otherwise maintained by the HVAC system, LESSOR reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by LESSEE to LESSOR upon demand by LESSOR.

LESSOR shall not be liable for telephone installation, equipment or any expenses incurred by LESSEE for the installation, operation or maintenance of such equipment.

LESSEE shall not, without the written consent of LESSOR, use any apparatus or device in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general and medical office space, as determined by LESSOR. LESSEE shall not connect any apparatus requiring electric current except through existing electrical outlets in the Premises. LESSEE shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general and medical office space (as determined by LESSOR), without first procuring the written consent of LESSOR, which LESSOR may refuse, and in the event of consent, LESSOR may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair, shall be paid for by the LESSEE and LESSEE agrees to pay LESSOR promptly upon demand for all such water and electric current consumed as shown by said meters at the rates charged for such services by the local public utility company plus any additional expense incurred in keeping account of the water and electric current 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 LESSOR at LESSEE's expense. In determining whether or not LESSEE is consuming excessive utilities, LESSOR will consider customary usage in both the 2040 BUILDING and the area.

Nothing contained in this Paragraph shall restrict LESSOR's right to require at any time, separate metering of utilities furnished to the Premises. In the event utilities are separately metered, LESSEE shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by LESSOR in keeping account of the utilities so consumed. LESSEE shall be responsible for the maintenance and repair of any such meters at its sole cost.

Subject to Paragraphs 2.4 and 2.5, LESSOR shall furnish elevator service, lighting replacement for 2040 BUILDING standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

7. CONDITION OF THE PREMISES: LESSEE's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession, the Premises are in good order and satisfactory condition, except for such matters as to which LESSEE gave LESSOR notice on or before the possession date. No promise of LESSOR to alter, remodel, repair or improve the Premises or the 2040 BUILDING and no representation, express or implied, respecting any matter or thing relating to the Premises, 2040 BUILDING or this Lease (including, without limitation, the condition of the Premises or the 2040 BUILDING) have been made to LESSEE by LESSOR, other than as may be contained herein or in a separate exhibit or addendum signed by LESSOR and LESSEE.

8. CONSTRUCTION, REPAIRS AND MAINTENANCE:

a. Subject to Paragraphs 2.4 and 2.5, the LESSOR shall maintain in good order, condition and repair, the 2040 BUILDING and all other portions of the Premises not the obligation of LESSEE or of any other tenant in the 2040 BUILDING.

b. LESSEE'S Obligations.

(1) LESSEE, at LESSEE's sole expense shall, except for services furnished by LESSOR pursuant to Paragraph 6 hereof, maintain the Premises in good order, condition and repair, save for normal and ordinary wear and tear, including interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, 2040 BUILDING standard furnishings and special items and equipment installed by or at the expense of LESSEE.

(2) LESSEE shall be responsible for all repairs and alterations in and to the Premises, 2040 BUILDING and the facilities and systems thereof, the need for which arises out of (i) LESSEE's use or occupancy of the Premises; (ii) the installation, removal, use or operation of LESSEE's Property (as defined in Paragraph 10) in the Premises; (iii) the moving of LESSEE's Property into or out of the 2040 BUILDING; or (iv) the act, omission, misuse or negligence of LESSEE, its agents, or employees.

(3) If LESSEE fails to maintain the Premises in good order, condition and repair, save for normal and ordinary wear and tear, LESSOR shall give LESSEE notice to do such acts as are reasonably required to so maintain the Premises. If LESSEE fails to promptly commence such work and diligently prosecute it to completion, LESSOR shall have the right to do such acts and expend such funds at the expense of LESSEE as are reasonably required to perform such work. Any amount so expended by LESSOR shall be paid by LESSEE, promptly after demand with interest as provided in Paragraph 3, from the date of such work, but not to exceed the maximum rate when allowed by law. LESSOR shall have no liability to LESSEE for any damage, inconvenience

or interference with the use of the Premises by LESSEE as a result of performing any such work.

c. Compliance with Law. LESSOR and LESSEE shall each do all acts required to comply with all applicable Nevada laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. Load and Equipment Limits. LESSEE 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. The cost of any such pre-determination made by LESSOR's structural engineer shall be paid for by LESSEE, within fifteen (15) days, upon demand. LESSEE shall not install business machines or mechanical equipment which cause noise or vibration to such a degree it's to be objectionable to LESSOR or other 2040 BUILDING Lessees.

e. Except as otherwise expressly provided in this Lease, LESSOR shall have no liability to LESSEE nor shall LESSEE's obligations under this Lease be reduced or abated in any manner, whatsoever, by reason of any inconvenience, annoyance, or interruption to business arising from LESSOR's making any repairs or changes which LESSOR is required or permitted by this Lease or by any other Lessee's lease or required by law to make in or to any portion of the 2040 BUILDING or Premises. LESSOR shall nevertheless use reasonable efforts to minimize any interference with LESSEE's business in the Premises.

f. LESSEE shall give LESSOR prompt verbal notice followed by written notice, of any damage to or defective condition in any part of appurtenance of the 2040 BUILDING's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.

g. Upon the expiration or earlier termination of this Lease, LESSEE shall return the Premises to LESSOR broom clean and in the same condition as on the date LESSEE took possession, except for normal and ordinary wear and tear. Any damage to the Premises, including any structural damage, resulting from LESSEE's use or from the removal of LESSEE's property pursuant to Paragraph 10b shall be repaired by LESSEE at LESSEE's expense.

9. ALTERATIONS AND ADDITIONS:

a. LESSEE shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of LESSOR. LESSOR's consent may be conditioned on LESSEE's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date LESSEE took possession. 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 LESSOR, and such work shall be diligently prosecuted to completion. LESSOR may, at LESSOR's option, and per LESSEE specifications, require that any such work be performed by LESSOR's contractor, in which case, LESSEE shall pay the cost of such work shall within ten (10) days after presentation of the invoice for the work.

b. LESSEE shall pay the costs of any work done on the Premises pursuant to

Paragraph 9a and shall keep the Premises free and clear of liens of any kind. LESSEE shall be financially responsible to defend against and keep LESSOR free from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for LESSEE.

LESSEE shall keep LESSEE's leasehold interest, and any additions or improvements which are or become the property of LESSOR under this Lease, free and clear of all attachment or Judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, LESSEE shall give LESSOR notice of the intended commencement date a sufficient time before that date to enable LESSOR to post notices of non-responsibility of any other notices which LESSOR deems necessary for the proper protection of LESSOR's interest in the Premises and/or 2040 Building, and LESSOR shall have the right to enter the Premises and post such notices at any reasonable time.

c. LESSOR may require, that LESSEE provide to LESSOR, at LESSEE'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 LESSOR against any liability for mechanic's and material men's liens, and to ensure timely completion of the work. Nothing contained in this Paragraph 9c shall relieve LESSEE of its obligations under Paragraph 9b to keep the Premises and/or 2040 BUILDING free of all liens.

d. Unless their removal is required by LESSOR as provided in Paragraph 9a, all additions, alterations and improvements made to the Premises shall become the property of LESSOR and be surrendered with the Premises upon the expiration of the Term, provided, however, LESSEE's Property may be removed, subject to the provisions of Paragraph 10b.

10. LEASEHOLD IMPROVEMENTS- LESSEE'S PROPERTY:

a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of LESSEE ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of LESSOR and shall not be removed by LESSEE, except as expressly provided for in Paragraph 10b.

b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of LESSEE, without expense to LESSOR, which can be removed without structural damage to the 2040 BUILDING, and all furniture, furnishings and other articles of movable personal property owned by LESSEE and located in the Premises (collectively "LESSEE's Property") shall

be and shall remain the property of LESSEE and may be removed by LESSEE at any time during the Term, provided that if any of LESSEE's property is removed, LESSEE shall promptly repair any damage to the Premises or to the 2040 BUILDING resulting from such removal.

11. RULES AND REGULATIONS: LESSEE agrees to comply with (and cause its agents, contractors, employees and invitees to comply with), the Rules and Regulations attached hereto as Exhibit "A" and with such reasonable modifications thereof and additions thereto as LESSOR may from time to time make. LESSOR shall not be responsible for any violation of said Rules and Regulations by other lessees or occupants of the 2040 BUILDING. If LESSOR elects to change the Rules and Regulations, LESSOR shall give LESSEE fifteen (15) days' written notice prior to enforcement of such changes.

12. CERTAIN RIGHTS RESERVED BY LESSOR: LESSOR reserves the following rights, exercisable without liability to LESSOR for (a) damage or injury to property, person or business; (b) causing an actual or constructive eviction from the Premises; or (c) disturbing LESSEE's use or possession of the Premises:

- a. To change the name or street address of the 2040 BUILDING;
- b. To install and maintain all signs on the exterior and interior of the 2040 Building;
- c. To have pass keys to the Premises and all doors within the Premises, excluding LESSEE's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to LESSEE, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of 2040 BUILDING, or to any assignee of any mortgage on the 2040 BUILDING, or to others having an interest in the 2040 BUILDING, and during the last six (6) months of the Term, to show the Premises to prospective lessees thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the 2040 BUILDING (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the 2040 BUILDING or LESSOR's interest therein, or as may be necessary or desirable for the operation or improvement of the 2040 BUILDING or in order to comply with laws, orders or requirements of governmental or other authority. LESSOR agrees to use its best efforts (except in emergency), to minimize interference with LESSEE's business in the Premises in the course of any such entry.

13. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign this Lease or sublease all or any part of the Premises without the express written approval of a duly authorized representative of LESSOR.

14. TERMINATION: In the event LESSEE remains in possession of the Premises after termination pursuant to Paragraph 1, either party may terminate such month-to-month tenancy by giving the other party not less than thirty (30) days' advance written notice of the date of termination.

15. HOLDING OVER: If, after the termination date, LESSEE remains in possession of the Premises with LESSOR's permission (express or implied), LESSEE's "Monthly Installments of Base Rent" payable to LESSOR shall be increased to one hundred twenty five percent (125%) of the Monthly Installments of the Base Rent payable by LESSEE at the termination date. Such monthly rent shall be payable in advance on or before the first day of each month.

16. SURRENDER OF PREMISES:

a. LESSEE shall peaceably surrender the Premises to LESSOR on the termination date, in broom-clean condition and in as good condition as when LESSEE took possession, except for: (i) normal and ordinary wear and tear; (ii) loss by fire or other casualty loss, when such loss is not the result of the negligence or willful misconduct of LESSEE or LESSEE's agents, employees, contractors, licensees or invitees; and (iii) loss by condemnation. LESSEE shall, upon LESSOR's request, remove LESSEE's Property on or before the termination date and promptly repair all damage to the Premises or 2040 BUILDING caused by such removal.

b. If LESSEE abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of LESSEE's Property left on the Premises shall be removed by LESSEE within fifteen (15) days. If LESSEE does not remove its Property within fifteen (15) days, LESSOR may remove LESSEE's Property. If LESSOR elects to remove all or any part of LESSEE's Property, the cost of removal, including repairing any damage to the Premises or 2040 BUILDING caused by such removal, shall be paid by LESSEE. On the termination date, LESSEE shall surrender all keys to the Premises.

17. DESTRUCTION OR DAMAGE:

a. If the Premises or the portion of the 2040 BUILDING necessary for LESSEE's occupancy is damaged by fire, earthquake, act of God, the elements or other casualty, LESSOR shall, subject to Paragraphs 2.4 and 2.5 and to the provisions of this Paragraph, promptly repair the damage, if such repairs can, in LESSOR's opinion, be completed within ninety (90) days. If LESSOR determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of LESSEE or LESSEE's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent LESSEE's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of LESSOR under Paragraph 17d.

b. If, in LESSOR's opinion, such repairs to the Premises or portion of the 2040

BUILDING necessary for LESSEE's occupancy cannot be completed within ninety (90) days, LESSOR may elect, upon notice to LESSEE given within thirty (30) days after the date of such fire or casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Paragraph 17a. If LESSOR does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or casualty.

c. If any other portion of the 2040 BUILDING is totally destroyed or damaged to the extent that in LESSOR's opinion repair thereof cannot be completed within ninety (90) days, LESSOR may elect, upon notice to LESSEE given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event, this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Paragraph 17a. If LESSOR does not elect to make such repairs, this Lease shall terminate as of the date of such fire or casualty, provided that such damage affects the Premises occupied by LESSEE.

d. If the Premises are to be repaired under this Paragraph, subject to Paragraphs 2.4 and 2.5, LESSOR shall repair at its cost, any injury or damage to the 2040 BUILDING and Premises. LESSEE shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and LESSEE's Property. LESSOR shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises or 2040 BUILDING as a result of any damage from fire or other casualty.

e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises or 2040 BUILDING by fire or other casualty.

18. EMINENT DOMAIN:

a. If the whole of the 2040 BUILDING or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the 2040 BUILDING or Premises is taken, this Lease shall be unaffected by such taking, providing that (i) LESSEE shall have the right to terminate this lease by notice to LESSOR given within ninety (90) days after the date of such taking if thirty-seven percent (37%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for LESSEE to continue operation of its business; and (ii) LESSOR shall have the right to terminate this Lease by notice to LESSEE given within ninety (90) days after the date of such taking, if twenty-five percent (25%) or more of the 2040 BUILDING is taken and the remaining area is not reasonably sufficient for LESSOR to continue operation of its business. If either LESSOR or LESSEE so elects to terminate this Lease, the Lease shall terminate on the ninetieth (90th) day after either such notice. The Rent shall be

pro-rated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent shall be equitably adjusted according to the remaining Rentable Area of the Premises or 2040 BUILDING.

b. 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 LESSOR, and LESSEE hereby assigns to LESSOR all of its right, title and interest in any award, judgment or settlement from the condemning authority. LESSEE, however, shall have the right, to the extent that LESSOR's award is not reduced or prejudiced, to claim from the condemning authority (but not from LESSOR) such compensation as may be recoverable by LESSEE in its own right for relocation expenses and damage to LESSEE's personal property.

c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, and subject to the availability of appropriated funds, LESSOR shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of 2040 BUILDING Standard Work. LESSEE shall be responsible at its sole cost and expense, for the repair, restoration and replacement of any other Leasehold Improvements and LESSEE's Property.

19. INDEMNIFICATION:

a. To the extent authorized by law, LESSEE, shall indemnify and hold LESSOR harmless and shall be financially responsible to LESSOR for loss or damage to LESSOR's property for any injury to or death sustained by LESSOR'S employees, officers or agents arising out of:

(1) Any breach or default by LESSEE of any of LESSEE's obligations under this Lease; and/or

(2) Any negligent act or omission of LESSEE, its officers, employees or agents. LESSEE shall defend itself in any action or proceeding arising from any such claim.

b. LESSOR, subject to NRS Chapter 41 and Paragraphs 2.4 and 2.5, above, shall be financially responsible to LESSEE for loss or damage to LESSEE's property and for any injury to or death sustained by LESSEE or its employees arising out of:

(1) Any work, activity or other things allowed or suffered by LESSOR to be done in, on or about the Premises;

(2) Any breach or default by LESSOR of any of LESSOR's obligations under this Lease; or

(3) Any negligent or otherwise tortious act or omission of LESSOR, its officers or employees. LESSOR shall, at LESSOR's expense, defend itself in any action or proceeding arising from such claim.

c. LESSEE shall not be liable for any damages arising from any act or omission of any other lessee of the 2040 BUILDING.

d. LESSOR shall not be liable for any damages arising from any act or omission of any other lessee of the 2040 BUILDING.

20. LESSEE'S INSURANCE: The Summary of LESSEE's Insurance Coverage will be submitted at the time of execution of this Lease by LESSEE to LESSOR.

21. WAIVER OF SUBROGATION: LESSOR and LESSEE each hereby waives all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. LESSEE shall, upon obtaining the policies of insurance through its self-funded program, or commercial insurance, give notice to its insurance carrier or Risk Management Officer that the foregoing mutual waiver of subrogation is contained in this Lease.

22. SUBORDINATION AND ATTORNMENT: Upon written request of LESSOR or any first mortgagee or trustee under a first deed of trust, LESSEE shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, LESSEE shall have the right to obtain from any lender requesting such subordination, an agreement in writing providing that, as long as LESSEE is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to LESSEE, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of any lease in which LESSOR is LESSEE, LESSEE shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as LESSOR under this Lease, provided such party acquired and accepts the Premises subject to this Lease.

23. LESSEE ESTOPPEL CERTIFICATES: Within ten (10) days after written request from LESSOR, LESSEE shall execute and deliver to LESSOR or LESSOR's designee, a written statement certifying (i) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (iii) the amount of any Security Deposit; and (iv) that LESSOR is not in default hereunder or, if LESSOR is claimed to be in default,

stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. LESSEE's failure to execute and deliver such statement within the time required shall, at LESSOR's election, be a default under this Lease and shall also be conclusive upon LESSEE that:

- (1) this Lease is in full force and effect and has not been modified except as represented by LESSOR;
- (2) there are no uncured defaults in LESSOR's performance and that LESSEE has no right of offset, counterclaim or deduction against Rent; and
- (3) no more than one month's Rent has been paid in advance.

24. TRANSFER OF LESSOR'S INTEREST: In the event of any sale or transfer by LESSOR of the Premises or 2040 BUILDING, assignment of this Lease by LESSOR 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, 2040 BUILDING, or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of LESSOR under this Lease. If any Security Deposit or prepaid Rent has been paid by LESSEE, LESSOR may transfer the Security Deposit or prepaid Rent to LESSOR's successor and, upon such transfer, LESSOR shall be relieved of any and all further liability with respect thereto, in the same manner as security deposits are applicable to dwellings under NRS Chapter 118A.

25. DEFAULT:

25.1 LESSEE's Default. The occurrence of any one of the following events shall constitute a default and breach of this Lease by LESSEE:

- a. If LESSEE abandons or vacates the Premises before the expiration or earlier termination of the Lease; or
- b. If LESSEE fails to pay any Rent or any other charges required to be paid by LESSEE under this Lease and such failure continues for ten (10) days after such payment is due and payable; or
- c. If LESSEE fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for ninety (90) days after written notice thereof from LESSOR to LESSEE; or
- d. If a Writ of Attachment or Execution is levied on this Lease or on any of LESSEE's Property; or

e. If LESSEE makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

f. If LESSEE files a voluntary petition for relief or if a petition against LESSEE in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of LESSEE or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

g. If in any proceeding or action in which LESSEE is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or LESSEE's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or LESSEE's Property.

25.2 Remedies. In the event of LESSEE's default hereunder, then in addition to any other rights or remedies LESSOR may have under any law, LESSOR shall have the right, at LESSOR's option, with ninety (90) days' written notice to terminate this Lease and LESSEE's right to possession of the Premises and re-enter the Premises and take possession thereof, and LESSEE shall have no further claim to the Premises under this Lease.

The waiver by LESSOR of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by LESSOR subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of LESSOR's knowledge of any breach at the time of such acceptance of Rent. LESSOR shall not be deemed to have waived any term, covenant or condition unless LESSOR gives LESSEE written notice of such waiver.

25.3 LESSOR's Default. Subject to Paragraph 31, and Paragraphs 2.4 and 2.5, if LESSOR fails to perform any covenant, condition or agreement contained in this Lease within ninety (90) days after receipt of written notice from LESSEE specifying such default, or if such default cannot reasonably be cured within ninety (90) days, if LESSOR fails to commence to cure within that ninety (90) day period, or thereafter shall fail to prosecute such cure with all reasonable diligence, then subject to Paragraphs 2.4 and 2.5, LESSOR shall be liable to LESSEE for any damages sustained by LESSEE as a result of LESSOR's breach.

If, after proper notice to LESSOR of default, LESSOR (or any first mortgagee or first deed of trust beneficiary of LESSOR) fails to cure the default as provided herein, then LESSEE shall have the right to terminate the Lease.

26. **NOTICES:** All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly serviced or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows: (i) if to LESSOR: Chief Executive Officer, 1800 West Charleston Boulevard, Las Vegas, Nevada 89102; and (ii) if to LESSEE: Daniel L. Orr, D.D.S., M.S., Ltd., 2040 West Charleston Boulevard, Suite 201, Las Vegas, Nevada, 89102. LESSOR and LESSEE may from time to time, by notice to the other, designate another place for receipt of future notices.

27. **LESSOR'S CONSENT AND CONFIRMATION:** The parties hereby agree, that any provision herein requiring consent and/or confirmation of the LESSOR in writing or otherwise, may be given on behalf of LESSOR as follows:

a. In matters concerning additions, alterations, and improvements to the premises that are nonstructural in nature, consent may be given by the Chief Executive Officer of University Medical Center of Southern Nevada on behalf of LESSOR.

b. With regards to consent and/or confirmation as required under paragraphs 6, 9a, 9b, 9c, consent and/or confirmation may be given by the Chief Executive Officer of University Medical Center of Southern Nevada. In all other matters, consent shall be given by the Board of Hospital Trustees for LESSOR.

28. **GOVERNMENT ENERGY OR UTILITY CONTROLS:** In the event of imposition of federal, state or local government controls, rules, regulations or restrictions on the use of consumption of energy or other utilities during the Term, both LESSOR and LESSEE shall be bound thereby. In the event of a difference in the interpretation by LESSOR and LESSEE of any such controls, the interpretation of the controlling agency shall prevail, and LESSOR shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

29. **RELOCATION OF PREMISES:** LESSOR shall have the right to relocate LESSEE to another part of the 2040 BUILDING in accordance with the following:

a. The new premises shall be the same or larger in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by LESSOR at its cost, subject to Paragraphs 2.4 and 2.5;

b. LESSOR shall give LESSEE at least thirty (30) days' written notice of LESSOR's intention to relocate LESSEE;

c. As nearly as practicable, the physical relocation of LESSEE shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation

commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease;

d. All reasonable costs incurred by LESSEE as a result of the relocation shall be paid by LESSOR, subject to Paragraphs 2.4 and 2.5;

e. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the new Premises.

30. **QUIET ENJOYMENT:** LESSEE, upon paying the Rent and performing all of obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease or other agreement to which this Lease may be subordinate.

31. **FORCE MAJEURE:** Any prevention, delay or stoppage of work to be performed by LESSOR or LESSEE which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, pandemics or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Paragraph shall excuse or delay LESSEE's obligation to pay Rent or other charges under this Lease except as to Paragraph 17 above.

32. **CURING LESSEE'S DEFAULTS:** If LESSEE defaults in the performance of any of its obligations under this Lease, LESSOR may (but shall not be obligated to), without waiving such default, perform the same for the account at the expense of LESSEE. LESSEE shall pay LESSOR all costs of such performance promptly upon receipt of a bill therefor.

33. **SIGN CONTROL:** Except as provided for in Exhibit "A," LESSEE shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises or 2040 BUILDING, including, without limitation, the inside or outside of windows, or doors, without the written consent of LESSOR. In determining whether or not LESSEE may affix, paint, install, erect or inscribe any sign or advertisement, LESSOR will consider the professional image of the premises, the infringement on other tenant's rights and space, the quality of the proposed workmanship, and the customary signage in the professional environment. LESSOR shall have the right to remove any signs or other matter, installed without LESSOR's permission, without being liable to LESSEE by reason of such removal, and to charge the cost of removal to LESSEE, as additional rent hereunder, payable within ten (10) days of written demand by LESSOR.

34. **MISCELLANEOUS:**

a. **Accord and Satisfaction: Allocation of Payment.** No payment by LESSEE or receipt by LESSOR of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction,

and LESSOR may accept such check or payment without prejudice to LESSOR's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, LESSOR shall give notice of such application immediately.

b. Captions, Articles and Paragraph Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Lease. All references to Article/ Paragraph numbers refer to Articles or Paragraphs in this Lease. Article and Paragraph for the purposes of this Lease, have the same meaning.

c. Changes Requested by Lender. Neither LESSOR nor LESSEE shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on LESSOR's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested. Said changes are subject to LESSOR'S Board of Hospital Trustees' approval.

d. Choice of Law. This Lease shall be construed and endorsed in accordance with the laws of the State of Nevada.

e. Consent. Notwithstanding anything contained in this Lease to the contrary, the parties shall have no claim, and hereby waive the right to any claim against the other for money damages by reason of any refusal, withholding satisfaction, (except estoppel certificates as provided for in Paragraph 23 above). In such event, the parties' only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent.

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

g. Execution of Lease: No Option. The submission of this Lease to LESSEE shall be for examination purposes only, and does not constitute a reservation of or option for LESSEE to lease, or otherwise create any interest of LESSEE in the Premises or any other premises within the 2040 BUILDING. Execution of this Lease by LESSEE and its return to LESSOR shall not be binding on LESSOR notwithstanding anytime interval, until LESSOR has in fact signed and delivered this Lease to LESSEE.

h. Furnishing of Financial Statements: LESSEE's Representations. In order to induce LESSOR to enter into this Lease, LESSEE agrees that it shall promptly furnish LESSOR, from time to time, upon LESSOR's written request, with financial statements reflecting LESSEE's current financial condition. LESSEE represents and warrants that all financial statements, records and information furnished by LESSEE to LESSOR in connection with this Lease are true, correct

and complete in all respects. LESSOR acknowledges and accepts that LESSEE has only one (1) annual audit performed and LESSOR shall accept said annual audit pursuant to this Agreement.

i. Prior Agreements; Amendments. This Lease together with all exhibits, contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and supersedes any prior lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement, in writing, signed by the parties or their respective successors in interest with the same formality attending the original.

j. Recording. LESSEE shall not record this Lease without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE, upon the request of LESSOR, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

k. Severability. A final determination by a Court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision.

l. Successors and Assigns. This Lease shall apply to and bind the partners, officers and permitted successors and assigns of the parties as provided in this Lease.

m. Time of the Essence. Time is of the essence of this Lease.

n. Waiver. No delay or omission in the exercise of any right or remedy of LESSEE or LESSOR upon any default by LESSEE or LESSOR shall impair such right or remedy or be construed as a waiver of such default.

o. Third Party Liability. LESSOR and/or LESSEE, including any of the respective agents or employees, shall not be liable to third parties for any act or omission of the other party.

The receipt and acceptance by LESSOR of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of LESSOR, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by LESSEE before the expiration of the Term. Only a written notice from LESSOR to LESSEE shall constitute acceptance of the surrender of the Premises.

LESSOR's and/or LESSEE's consent to or approval of any act by LESSOR or LESSEE requiring LESSOR's or LESSEE's consent or approval shall not be deemed to waive or render unnecessary LESSOR's or LESSEE's consent to or approval of any subsequent act by LESSEE.

Any waiver by LESSOR or LESSEE of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

The individuals signing this Lease on behalf of LESSOR and LESSEE have been duly authorized and empowered to execute this Lease, and by their signatures shall bind LESSOR and LESSEE to perform all the obligations set forth in this Lease.

The parties hereto have executed this Lease as of the dates as set forth below.

LESSOR:
University Medical Center
of Southern Nevada

LESSEE:
Daniel L. Orr, D.D.S, M.S., Ltd.

Mason Van Houweling
Chief Executive Officer

Daniel L. Orr, D.D.S., M.S.
President

Date: _____

Date: _____

EXHIBIT "A"

Rules and Regulations

1. Lessor agrees to furnish Lessee two keys to the Premises at the same cost charged to Lessor for the additional keys.
2. Lessee will refer all contractors, contractor's representatives and installation technicians, rendering any service on or to the Premises for Lessee, to Lessor for Lessor's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the 2040 Building, including installation of telephones, telegraph, equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the 2040 Building.
3. No Lessee shall at anytime occupy any part of the 2040 Building as sleeping or lodging quarters.
4. Lessee shall not place, install or operate on Premises or in any part of the 2040 Building, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any other inflammable, explosive, or hazardous material without prior written consent of Lessor.
5. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from Lessee's area or public rooms regardless of whether such loss occurs when area is locked against entry or not.
6. No bird, fowl, dogs, animals or pets or any kind shall be brought into or kept in or about the 2040 Building.
7. Lessor will not permit entrance to Lessee's offices by use of passkey controlled by Lessor, to any person at any time without written permission by Lessee, except employees, contractors, or service personnel directly supervised or employed by Lessor.
8. None of the entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash or material of any nature placed, emptied, or thrown into these areas, nor shall such areas be used at any time except for ingress or egress by Lessee, Lessee's agents, employees or invitees.
9. The water closets any other water fixtures shall not be used for any purpose other than those for which they were constructed. No person shall waste water by interfering with the faucets or otherwise.
10. No person shall disturb the occupants of the 2040 Building by the use of any musical instruments, the making of raucous noises, or other unreasonable use.

11. Nothing shall be thrown out of the windows of the 2040 Building, or down the stairways or other passages.
12. Lessee shall not store any materials, equipment, products, etc. outside the Premises.
13. Lessee shall not erect any sign or other insignia upon or in any part of the 2040 Building, or other portion of the Premises without prior written consent of the Lessor.
14. Lessee shall comply with all local and federal codes and ordinances. In the event of fire or code problems, Lessee shall correct the problems, as required.
15. Lessee and its agents, employees and invitees shall observe and comply with the driving and parking signs and markers on the Project grounds and surrounding areas.
16. Corridor and passage doors when not in use shall be kept closed.
17. All deliveries of other than hand-carried items must be made via the service entrances and service elevators. Any deliveries of any abnormally large, bulky or voluminous nature, such as furniture, office machinery, etc., can be made only after obtaining approval from the lessor and at those times specified by the Lessor.
18. Directories will be placed by the Lessor, at Lessor's expense, in the 2040 Building and no other directories shall be permitted.
19. No signs, draperies, shutters, window coverings, decorations, hangings or obstructions of any type shall be placed on any skylights or on any doors or windows which are visible from outside the Premises without the prior written consent of the Lessor.
20. The Lessor reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of Lessor shall from time to time be needed for safety, protection, care and cleanliness of the 2040 Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its Lessees, their agents, and employees, including but not limited to, rules and regulations regarding hours of access to the 2040 Building, which rules when made and notice thereof given to a Lessee shall be binding upon it in like manner as if originally herein prescribed. In the event of any conflict, inconsistency or other difference between the terms and provisions of these rules and regulations and any lease now or hereafter in effect between Lessor and any Lessee in the 2040 Building, Lessor shall have the right to rely on the term or provision in either such lease or such Rules and Regulations which is most restrictive on such Lessee and most favorable to Lessor.
21. There shall be no smoking in any part of the 2040 Building at any time.