



# TEMPORARY SIGN PERMIT

## TSP-49522

**Description of Sign(s):** TSP-49522 - Temporary Sign Permit for one (1) 15-foot by 3-foot banner above the front entrance of the business located at 7125 North Durango Avenue from 05/23/13 through 7/21/13.

**Applicant:** Pacific Dental Services, Inc  
17000 Red Hill Ave  
Irvine, CA 92614  
(714)845-8572 x

**Parcel(s):** 125-20-117-004

**Ward(s):** WARD 6 (STEVEN D. ROSS)

**Type of Signs:**

- Pennants
- Balloons
- Streamers
- Searchlights
- Portable
- Other

**THIS PERMIT IS APPROVED PURSUANT TO TITLE 19.16.170A OF THE LAS VEGAS MUNICIPAL CODE, SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) THE TEMPORARY SIGN PERMIT SHALL BE VALID FOR 60 DAYS FROM MAY 23, 2013 TO JULY 21, 2013.
- 2) ALL TEMPORARY SIGNS SHALL BE SET BACK FROM ANY STREET INTERSECTION OR DRIVEWAY OR OTHERWISE LOCATED IN ORDER TO NOT CREATE A SIGHT RESTRICTION.
- 3) ALL TEMPORARY SIGNAGE SHALL BE SO LOCATED AS TO NOT CREATE A NUISANCE TO NEARBY PROPERTIES AS A RESULT OF FACTORS SUCH AS EXCESSIVE ILLUMINATION, GLARE, OR NOISE.
- 4) ALL TEMPORARY SIGNAGE SHALL CONFORM TO THE SUBMITTED SITE PLAN.
- 5) THE APPLICANT SHALL DISPLAY A COPY OF THIS TEMPORARY SIGN PERMIT DURING NORMAL BUSINESS HOURS.
- 6) ALL TEMPORARY IMPROVEMENTS MADE TO THIS SITE AND THE ABUTTING STREETS SHALL BE REMOVED UPON EXPIRATION OF THE PERMIT.
- 7) ALL APPLICABLE CITY CODE REQUIREMENTS SHALL BE SATISFIED.
- 8) THE APPLICANT SHALL BE RESPONSIBLE FOR LEAVING THE SITE FREE OF DEBRIS, LITTER, OR ANY OTHER EVIDENCE OF THE SIGNAGE UPON EXPIRATION OF THE PERMIT.
- 9) NO SIGNS SHALL BE LOCATED IN THE PUBLIC RIGHT-OF-WAY.

**PLEASE NOTE:**

On August 15, 2012, the City Council approved an Ordinance which extends on a temporary basis the display periods for temporary special event signs. Under this Ordinance, temporary special event signs approved between August 16, 2012 and June 30, 2014 may be displayed by the same business license holder on the same lot up to eight times in any one calendar year. The aggregate time of display of such signs shall not exceed one hundred eighty days in any one calendar year.

Unless otherwise extended or modified by ordinance, the display period of temporary special event signs approved on or after July 1, 2014 shall be subject to the applicable calendar-year limitations that would be in effect independent of this Ordinance.

**THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE**



# DEPARTMENT OF PLANNING

## APPLICATION / PETITION FORM

Application/Petition For: MONTECITO TOWN CENTER DENTAL GROUP  
 Project Address (Location) 7125 N. DURANGO AVENUE  
 Project Name TOWN CENTER PLAZA Proposed Use DENTAL  
 Assessor's Parcel #(s) 125-20-117-004 Ward # \_\_\_\_\_  
 General Plan: existing X proposed \_\_\_\_\_ Zoning: existing X proposed \_\_\_\_\_  
 Commercial Square Footage \_\_\_\_\_ Floor Area Ratio \_\_\_\_\_  
 Gross Acres \_\_\_\_\_ Lots/Units \_\_\_\_\_ Density \_\_\_\_\_  
 Additional Information BANNER DATES \_\_\_\_\_

PROPERTY OWNER DURANGO COVENANT GROUP, LLC Contact ANNETTE BUHR  
 Address 17000 RED HILL AVENUE Phone: (714) 845-8647 Fax: (714) 845-8800  
 City IRVINE State CA Zip 92614  
 E-mail Address BUHR@PACDEN.COM

APPLICANT PACIFIC DENTAL SERVICES, INC. Contact JOSE MUÑOZ  
 Address 17000 RED HILL AVENUE Phone: (714) 845-8572 Fax: (714) 845-8802  
 City IRVINE State CA Zip 92614  
 E-mail Address MUNOZJ@PACDEN.COM

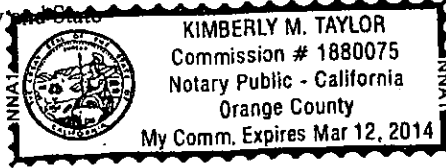
REPRESENTATIVE \_\_\_\_\_ Contact \_\_\_\_\_  
 Address \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature\* [Signature]  
 \* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.  
 Print Name STEPHAN E. THORNTON, IV

**FOR DEPARTMENT USE ONLY**  
 Case # TSP-49522  
 Meeting Date: \_\_\_\_\_  
 Total Fee: \$100.00  
 Date Received:\* 5/23/13  
 Received By: [Signature]

Subscribed and sworn before me  
 This 22nd day of May, 2013  
[Signature]

Notary Public in and for said County and State  
  
 Revised 10/27/08

\*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.  
 f:\depot\Application Packet\Application Form.pdf

City of Las Vegas

Department of Planning

Attn: Debbie Sullivan

333 N. Rancho Drive

Las Vegas, NV 89106

Re: Justification Letter for Temp Banner Permit Processing – Address: 7125 N. Durango Avenue, Las Vegas, NV 89149

To Whom It May Concern:

Please process the attached application for a Temporary Banner Permit. Below I've included additional banner information for your reference.

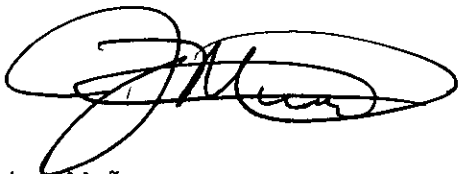
Type: Grand Opening (related banner)

Dimensions: 15 ft. by 3 ft.

Length of time: 30 – 60 days

Please email or call me accordingly, I've provided my contact information below for your reference.

Regards,

A handwritten signature in black ink, appearing to read 'Jose Muñoz', enclosed within a large, loopy oval scribble.

Jose Muñoz

De Novo Department

## DURANGO COVENANT GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY

### Business Entity Information

|                   |                                   |                       |               |
|-------------------|-----------------------------------|-----------------------|---------------|
| Status:           | Active                            | File Date:            | 10/2/2012     |
| Type:             | Foreign Limited-Liability Company | Entity Number:        | E0517992012-9 |
| Qualifying State: | DE                                | List of Officers Due: | 10/31/2013    |
| Managed By:       |                                   | Expiration Date:      |               |
| NV Business ID:   | NV20121605919                     | Business License Exp: | 10/31/2013    |

### Registered Agent Information

|                    |   |                    |                   |
|--------------------|---|--------------------|-------------------|
| Name:              | NATIONAL REGISTERED AGENTS, INC. OF NV    | Address 1:         | 311 S DIVISION ST |
| Address 2:         |   | City:              | CARSON CITY       |
| State:             | NV  | Zip Code:          | 89703             |
| Phone:             |   | Fax:               |                   |
| Mailing Address 1: |   | Mailing Address 2: |                   |
| Mailing City:      |   | Mailing State:     | NV                |
| Mailing Zip Code:  |   |                    |                   |
| Agent Type:        | Commercial Registered Agent - Corporation |                    |                   |
| Jurisdiction:      | NEVADA                                    | Status:            | Active            |

### Officers

 Include Inactive Officers

|  |                                |            |     |
|--|--------------------------------|------------|-----|
| Managing Member - COVENANT RE MANAGEMENT, INC. |                                |            |     |
| Address 1:                                     | 2860 MICHELLE DRIVE, 2ND FLOOR | Address 2: |     |
| City:  | IRVINE                         | State:     | CA  |
| Zip Code:                                      | 92606                          | Country:   | USA |
| Status:  | Active                         | Email:     |     |

### Actions\Amendments

|                            |                                      |                 |   |
|----------------------------|--------------------------------------|-----------------|---|
| Action Type:               | Application for Foreign Registration |                 |   |
| Document Number:           | 20120677589-07                       | # of Pages:     | 1 |
| File Date:                 | 10/2/2012                            | Effective Date: |   |
| (No notes for this action) |                                      |                 |   |
| Action Type:               | Initial List                         |                 |   |
| Document Number:           | 20120722600-32                       | # of Pages:     | 1 |
| File Date:                 | 10/24/2012                           | Effective Date: |   |
| (No notes for this action) |                                      |                 |   |

## NATIONAL REGISTERED AGENTS, INC. OF NV

### Business Entity Information

|                   |                      |                       |             |
|-------------------|----------------------|-----------------------|-------------|
| Status:           | Active               | File Date:            | 6/19/1995   |
| Type:             | Domestic Corporation | Entity Number:        | C10295-1995 |
| Qualifying State: | NV                   | List of Officers Due: | 6/30/2014   |
| Managed By:       |                      | Expiration Date:      |             |
| NV Business ID:   | NV19951096367        | Business License Exp: | 6/30/2014   |

### Registered Agent Information

|                    |   |                    |                   |
|--------------------|---|--------------------|-------------------|
| Name:              | THE CORPORATION<br>TRUST COMPANY OF<br>NEVADA | Address 1:         | 311 S DIVISION ST |
| Address 2:         |   | City:              | CARSON CITY       |
| State:             | NV  | Zip Code:          | 89703             |
| Phone:             |   | Fax:               |                   |
| Mailing Address 1: |   | Mailing Address 2: |                   |
| Mailing City:      |   | Mailing State:     | NV                |
| Mailing Zip Code:  |   |                    |                   |
| Agent Type:        | Commercial Registered Agent - Corporation     |                    |                   |
| Jurisdiction:      | NEVADA  | Status:            | Active            |

### Financial Information

|  |          |                 |      |
|--|----------|-----------------|------|
| No Par Share Count:                            | 3,000.00 | Capital Amount: | \$ 0 |
| <b>No stock records found for this company</b> |          |                 |      |

### Officers

 Include Inactive Officers

|                             |                        |            |     |
|-----------------------------|------------------------|------------|-----|
| President - RICHARD F FLYNN |                        |            |     |
| Address 1:                  | 111 8TH AVE 13TH FLOOR | Address 2: |     |
| City:                       | NEW YORK               | State:     | NY  |
| Zip Code:                   | 10011                  | Country:   | USA |
| Status:                     | Active                 | Email:     |     |
| Director - RICHARD F FLYNN  |                        |            |     |
| Address 1:                  | 111 8TH AVE 13TH FLOOR | Address 2: |     |
| City:                       | NEW YORK               | State:     | NY  |
| Zip Code:                   | 10011                  | Country:   | USA |
| Status:                     | Active                 | Email:     |     |
| Secretary - DEIDRA D GOLD   |                        |            |     |
| Address 1:                  | 2700 LAKE COOK ROAD    | Address 2: |     |

|   |                                 |                 |   |
|---|---------------------------------|-----------------|---|
| File Date:  | 9/25/2000                       | Effective Date: |   |
| CAPITOL DOCUMENT SERVICES                           |                                 |                 |   |
| 202 S MINNESOTA STREET CARSON CITY NV 89703 NEH     |                                 |                 |   |
| Action Type:  | Annual List                     |                 |   |
| Document Number:                                    | C10295-1995-008                 | # of Pages:     | 1 |
| File Date:  | 5/24/2001                       | Effective Date: |   |
| (No notes for this action)                          |                                 |                 |   |
| Action Type:  | Registered Agent Address Change |                 |   |
| Document Number:                                    | C10295-1995-004                 | # of Pages:     | 1 |
| File Date:  | 12/7/2001                       | Effective Date: |   |
| GKL RESIDENT AGENTS/FILINGS, INC. #207 KFA          |                                 |                 |   |
| 1100 E. WILLIAM ST. CARSON CITY NV 89701 KFA        |                                 |                 |   |
| Action Type:  | Annual List                     |                 |   |
| Document Number:                                    | C10295-1995-006                 | # of Pages:     | 2 |
| File Date:  | 5/10/2002                       | Effective Date: |   |
| (No notes for this action)                          |                                 |                 |   |
| Action Type:  | Annual List                     |                 |   |
| Document Number:                                    | C10295-1995-011                 | # of Pages:     | 1 |
| File Date:  | 5/9/2003                        | Effective Date: |   |
| (No notes for this action)                          |                                 |                 |   |
| Action Type:  | Registered Agent Change         |                 |   |
| Document Number:                                    | C10295-1995-005                 | # of Pages:     | 1 |
| File Date:  | 10/29/2003                      | Effective Date: |   |
| GKL RESIDENT AGENTS/FILINGS, INC.                   |                                 |                 |   |
| 1000 E WILLIAM STREET #204 CARSON CITY NV 89701 JPH |                                 |                 |   |
| Action Type:  | Annual List                     |                 |   |
| Document Number:                                    | C10295-1995-002                 | # of Pages:     | 1 |
| File Date:  | 5/14/2004                       | Effective Date: |   |
| List of Officers for 2004 to 2005                   |                                 |                 |   |
| Action Type:  | Annual List                     |                 |   |
| Document Number:                                    | 20050213802-33                  | # of Pages:     | 1 |
| File Date:  | 5/31/2005                       | Effective Date: |   |
| (No notes for this action)                          |                                 |                 |   |
| Action Type:  | Annual List                     |                 |   |
| Document Number:                                    | 20060254269-46                  | # of Pages:     | 1 |
| File Date:  | 4/22/2006                       | Effective Date: |   |
| (No notes for this action)                          |                                 |                 |   |
| Action Type:  | Annual List                     |                 |   |
| Document Number:                                    | 20070270111-11                  | # of Pages:     | 1 |
| File Date:  | 4/19/2007                       | Effective Date: |   |

## Deborah Sullivan

---

**From:** Munoz, Jose [MunozJ@pacificdentalservices.com]  
**Sent:** Thursday, May 16, 2013 3:30 PM  
**To:** Deborah Sullivan  
**Cc:** Munoz, Jose  
**Subject:** FW: Emailing: DURANGO PDS LEASE.DOC  
**Attachments:** DURANGO PDS LEASE.DOC

Hi Deborah,

The VP of Real Estate, Chris Aguon, would like to talk to you, he left you a message. He wanted me to send you a copy of the lease and wanted to bring your attention to page 34 where the signature blocks reflect Stephen Thorne and president and managing member of Durango Covenant Group, LLC.

See attached so you can reference it when talking to Chris.

Thanks!

Jose Muñoz | De Novo Specialist  
D: (714) 845-8572, Ext. 8572  
: [munozj@pacden.com](mailto:munozj@pacden.com)

17000 Red Hill Avenue, Irvine, California 92614  
Mailing Address: P.O. Box 19723, Irvine, CA 92623  
M: [www.pacificdentalservices.com](http://www.pacificdentalservices.com)

**LEASE**

**BY AND BETWEEN**

**DURANGO COVENANT GROUP, LLC,**  
**a Delaware limited liability company**  
**("LANDLORD")**

**AND**

**PACIFIC DENTAL SERVICES, LLC,**  
**a Delaware limited liability company**  
**("TENANT")**

**AT**

**7125 NORTH DURANGO ROAD**  
**LAS VEGAS, NEVADA**

LEASE

In consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises upon the following terms and conditions:

ARTICLE 1. - FUNDAMENTAL LEASE PROVISIONS, EXHIBITS AND DEFINITIONS

1.1. Fundamental Lease Provisions. The following references define terms used in the specified Article and elsewhere in this Lease and shall be construed in accordance with all the provisions and conditions set forth in this Lease:

A. **Effective Date:** April 1, 2013

B. **Shopping Center:** That portion of a certain shopping center owned by Landlord, located at the ~~6395 McCarran Boulevard~~ 7125 North Durango Road in the City of Las Vegas (the "City"), County of Clark, State of Nevada, shown on Exhibit A attached hereto and legally described on Exhibit A-1 attached hereto.

[See Definitions]

C. **Landlord:** Durango Covenant Group, LLC, a Delaware limited liability company.

D. **Tenant:** Pacific Dental Services, LLC, a Delaware limited liability company.

E. **Premises:** [Article 2]

**Address:** 7125 North Durango Road, Las Vegas, Nevada 89149, being a portion of the Building to be constructed by Landlord within the Shopping Center, as shown on Exhibit A and Exhibit B.

**Floor Area:** Approximately Five Thousand Five Hundred (5,500) square feet.

F. **Term:** [Article 3]

(1) **Initial Term:** Ten (10) Lease Years [Section 3.1]

(2) **Option Terms:** Two (2) Five (5) Lease Year Options [Section 3.2]

G. **Commencement Date:** The earlier to occur of (i) Ninety (90) days following the Delivery Date, and (ii) the date Tenant opens for business from the Premises to the general public. [Section 4.1]

H. **Delivery Date:** The date that all of the following have occurred: (i) Landlord has substantially completed Landlord's Work (as such term is defined in Section 5.1A and Exhibit C), and (ii) Landlord has physically delivered the Premises to Tenant free of any other tenancies.

[Section 5.1]

I. **Expiration Date:** The last day of the tenth (10<sup>th</sup>) Lease Year, subject to Tenant's Extension Option rights set forth in Article 3. [Section 3.1]

J. **Minimum Rent:** [Section 4.2]

[Section 9.3]

S. **Landlord Broker(s):** Intentionally Omitted.  
**Tenant Broker(s):** Intentionally Omitted.

[Section 19.15]

T. **Guarantor:** None.

[Exhibit E]

1.2. **Exhibits.** Attached hereto and forming part of this Lease are the following Exhibits:

Exhibit A- Shopping Center Site Plan  
Exhibit A-1 - Legal Description of Shopping Center  
Exhibit B- Premises Floor Plan  
Exhibit C- ~~Landlord's Work~~ Construction of Premises

1.3. **Certain Defined Terms.** As used herein, the following terms and phrases shall have the meanings indicated:

"Alterations" shall mean all alterations, additions, changes, replacements, modifications, improvements, installations, repairs, restorations, building, rebuilding, demolition, removal and other work (including, without limitation, Tenant's Work) to the Premises which Tenant shall be required or permitted to do under this Lease.

"Authority" shall mean the City, County, State and/or Country within which the Shopping Center is situated and their respective divisions and departments, or any public corporation, district, or any other political entity or public corporation of any of the preceding, as the case may be.

"Building" shall mean the building of which the Premises are contained, including but not limited to, all equipment, apparatus, machinery, fittings and appliances, canopies, and any additions to, substitutions for, changes in or replacements of, the whole or any part thereof (excluding, however, the Personal Property).

"Common Areas" shall mean all areas within the exterior boundaries of the Shopping Center (as well as those located on adjacent properties as may be described in the CC&Rs or other Title Restrictions) which are now or hereafter made available for the general use, convenience and benefit of all tenants of the Shopping Center and their customers, visitors and invitees, including, without limiting the generality of the foregoing, automobile parking areas, parking structures, stairways, escalators, elevators, service corridors, truckways, ramps, loading docks, delivery areas, public restrooms, access and interior roads, retaining walls, lighting facilities, bus stops, and landscaped and planted areas, if any.

"Default Rate" shall mean a rate of interest equal to ten percent (10%) per annum, or the maximum lawful rate, whichever is less.

"Floor Area" shall mean all space available for occupancy by each tenant within the Building and other buildings within the Shopping Center from time to time as measured from the exterior surface of exterior walls and from the center of common walls and shall include, but not be limited to, restrooms, warehousing or storage areas, clerical or office areas and employee areas.

"Insurance Requirements" shall mean the requirements and recommendations, whether now or hereinafter in force, of any insurer or insurance carrier for Landlord or any local, state or federal insurance board or agency (such as a board of fire underwriters or rating organization), or any other company, bureau, organization or entity performing the same or similar functions, applicable to Landlord or Tenant or the Shopping Center, the Building or the Premises, or the use or manner of use thereof.

any manner (or permit any new Title Restrictions not of record as of the Effective Date) which prohibits or restricts Tenant's ability to operate for the Initial Permitted Uses, increases Tenant's monetary obligations hereunder or otherwise materially increases Tenant's non-monetary obligations or materially decreases Tenant's rights hereunder.

#### ARTICLE 2. - DEMISE

2.1. Demise. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the consideration and upon and subject to the terms and conditions set forth herein. The Premises are depicted on Exhibit A and Exhibit B. Landlord hereby represents and warrants that it owns fee simple title to the Premises and Shopping Center.

#### ARTICLE 3. - TERM

3.1. Term. The Initial Term shall commence upon the Commencement Date and shall expire at 12:00 midnight on the Expiration Date unless the same is extended pursuant to Section 3.2, and subject to earlier termination as herein set forth.

3.2. Options to Extend. Subject to the provisions of this Section, Tenant shall have the options (each, an "Extension Option") to extend the Term for the number of separate and successive Option Terms as set forth in Section 1.1.F(2) each from the date upon which it would otherwise expire, upon the same terms and conditions as those herein specified; provided that Minimum Rent for the Option Terms shall be adjusted in the same manner as set forth in Section 1.1.J. Each such Extension Option shall be exercised by Tenant giving Landlord written notice of Tenant's desire to so extend the Term at least ninety (90) days prior to the date this Lease would otherwise have expired. In the event of an extension, the Term shall continue for such Option Term. Tenant may extend the Term for all (or fewer) of such periods and each such extension must be exercised independently and only for the period set forth in Section 1.1.F(2); however, Tenant shall in no event have the right to extend the Term on any occasion if it has not exercised all preceding rights to extend. Tenant shall have no right to extend the Term beyond the number of extension periods set forth in Section 1.1.F(2). Notwithstanding the foregoing, if there is an ongoing Event of Default, Tenant shall have no right to extend the Term and this Lease shall expire at the end of the then current Initial Term or Option Term, as applicable. As used in this Lease, the "Term" shall mean the Initial Term and any Option Term or period as to which a right to extend has been exercised.

3.3. Confirmation of Term. Upon the written request of either party hereto, both parties will execute a written instrument which shall set forth (a) the Commencement Date, (b) the Expiration Date of the Initial Term and (c) the rent increase effective dates.

3.4. ~~Intentionally Omitted Early Termination Right. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, at its sole option, to terminate this Lease effective any date on or after the expiration of the fifth (5<sup>th</sup>) Lease Year (the "Early Termination Date") by providing written notice to Landlord thereof at least ninety (90) days prior to the Early Termination Date. In the event Tenant elects to terminate the Lease pursuant to the terms and conditions of this Section 3.4, Landlord and Tenant shall have no further obligations under this Lease following the Early Termination Date, except for the Early Termination Fee (as defined below) and the indemnity and other obligations which expressly survive the expiration or earlier termination of this Lease. In the event Tenant elects to terminate the Lease pursuant to the terms and conditions of this Section 3.4, Tenant shall pay to Landlord on or before the Early Termination Date, an amount equal to the Minimum Rent that would have been due and payable by Tenant pursuant to the terms of this Lease for the twelve (12) month period following the Early Termination Date (the "Early Termination Fee").~~

#### ARTICLE 4. - RENT

4.1. Payment of Rent. Tenant hereby covenants and agrees to pay rent to Landlord, for the use and occupancy of the Premises in the form of Minimum Rent and Additional Rent (collectively referred to herein as "Rent" or "rent"). The payment of Rent shall begin on the Commencement Date. Rent and all other sums payable by Tenant under this Lease shall be paid when due, in lawful currency of the United States of America. All Rent

D. Contesting Taxes. Landlord may at any time, at its sole cost and expense, contest or negotiate any tax or assessment against the Premises and/or the Building and/or the Shopping Center, to limit the increase of any tax assessment or to obtain a reduction or correction in the assessed valuation upon the Premises and/or the Building and/or the Shopping Center for the purpose of reducing any such tax assessment. If Landlord employs a property tax consultant and/or reasonably endeavors at any time to contest or negotiate any Tax against the Premises and/or the Building and/or the Shopping Center to limit the increase of any assessment for Taxes, maintain the same assessment or obtain a reduction in the assessed valuation of the Premises and/or the Building and/or Shopping Center for the purpose of reducing any assessment for Taxes, Tenant shall pay Tenant's Proportionate Share of any reasonable appraisal costs and of Landlord's reasonable, out-of-pocket expenses of employing such consultant and/or in contesting and/or negotiating the amount of any assessment for Taxes, to include, but not be limited to, legal, consultant and appraisal fees and costs, but only to the extent a reduction in Taxes is obtained. Tenant shall not have the right to withhold any payments to Landlord pursuant to this Article or any other sections of this Lease, nor shall Landlord have any obligation to withhold the payment of any Taxes.

E. Tenant's Business and Personal Property Taxes. Tenant shall pay before delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation or the Personal Property. In the event any such items of property are assessed with property of Landlord, then such assessment shall be equitably divided between Landlord and Tenant to the end that Tenant shall pay only its equitable proportion of such assessment.

4.6. Utilities and Other Charges. Landlord shall cause electricity, gas and telephone to be separately metered or sub-metered to the Premises. Water and sewer shall not be separately metered, unless Landlord elects, at its sole cost and expense, to install a sub-meter to measure Tenant's actual consumption of same. If Landlord elects not to install such sub-meter, (i) Tenant's share of water and sewer expenses shall be reasonably allocated by Landlord based on the number of square feet of Floor Area within the Premises relative to the number of square feet of Floor Area of other occupants sharing such costs with equitable adjustments made by Landlord based on the various uses of such tenants, including Tenant, made by Landlord on a consistent basis, and (ii) Tenant shall pay to Landlord Tenant's share of such expenses reasonably estimated by Landlord concurrently with Minimum Rent, but shall be subject to reconciliation at the same time and in the same manner as Common Area Expenses. Tenant shall promptly pay to the applicable utility provider when due all charges for utilities which are separately metered to the Premises during the Term. Tenant agrees that Landlord shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any utilities or services (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Notwithstanding anything to the contrary contained herein, in the event of a failure or interruption of utility services which is caused by the negligence or willful misconduct of Landlord or any of Landlord's employees, agents or contractors and which prevents Tenant from reasonably operating its business from the Premises, or any portion thereof, which failure or interruption continues for twenty-four (24) consecutive hours or more, then, Minimum Rent and Additional Rent and charges payable by Tenant pursuant to the terms of this Lease shall equitably and proportionately abate from the date of such failure or interruption and for each day during which Tenant is unable to reasonably conduct its business in the Premises, or portion thereof, due to such failure or interruption. If any governmental entity promulgates or revises any statute, ordinance or building, fire or other code, or imposes mandatory or voluntary controls or guidelines on Landlord or Shopping Center or the improvements thereon or any part thereof, relating to the use or conservation of energy, water, light, telecommunications services or electricity or the provision of any other utility or service provided with respect to this Lease, Landlord may, in its reasonable discretion, comply with such mandatory or voluntary controls or guidelines. Neither such compliance shall in any event entitle Tenant to terminate this Lease, receive any damages, or relieve Tenant of any obligation under this Lease, including but not limited to, the obligation to pay Rent or any other sums due under this Lease, or constitute or be construed as a constructive or other eviction of Tenant.

4.7. Intentionally Omitted.

#### ARTICLE 5. - CONSTRUCTION

5.1. Delivery of Premises.

written notice to Tenant of its approval or disapproval within said additional ten (10) day period, the Plans and Specifications shall be deemed approved.

D. Construction Requirements. Tenant shall not commence any Alterations unless and until:

(1) All Permits shall have been obtained by Tenant (if Alterations do not require Permits, Tenant shall provide written notice of same). Landlord shall use reasonable efforts to cooperate with Tenant and shall, upon the written request of Tenant, execute any documents necessary to be signed by Landlord to obtain any the Permits, all at no expense to Landlord.

(2) All Required Tenant Insurance has been obtained and shall be in full force and effect, and certificates thereof evidencing same have been delivered to Landlord; and

(3) Landlord has approved the Plans and Specifications pursuant to this Section, if required.

In addition, Tenant shall comply with all construction requirements set forth herein.

E. Liens. The construction of all Alterations shall be performed so that Tenant is in compliance with the requirements of Article 8.

F. Close Out Documents. Tenant shall provide the following documents (the "Close Out Documents") to Landlord within thirty (30) days of the completion of any Alterations (including Tenant's Work):

(1) Tenant's affidavit stating that the Premises has been completed substantially in accordance with the Plans and Specifications and, in the case of Tenant's Work, that Tenant has opened for business, and Tenant has in fact opened for business to the public in the Premises.

(2) A list of all contractors (including the general contractor), subcontractors, suppliers and materialmen associated with the construction of the Alterations together with any other service providers who would have lien rights in the property based on work performed directly or indirectly for Tenant (collectively, "Tenant's Construction Service Providers").

(3) Unconditional lien waivers and lien releases with original notarized signatures from all of Tenant's Construction Service Providers who provided work or materials exceeding Ten Thousand Dollars (\$10,000.00) and an affidavit from Tenant's general contractor stating that Tenant's general contractor and all of Tenant's Construction Service Providers hired directly or indirectly by Tenant's general contractor have been paid in full.

(4) A reproducible copy of the "as built" construction documents and drawings of the Alterations, or at Tenant's option, final plans hand-marked by Tenant's architect or Contractor showing any changes as actually constructed.

(5) In the case of Tenant's Work, a Certificate of Occupancy (or jurisdictional equivalent) for the Premises or its jurisdictional equivalent authorizing Tenant to open for business.

G. Post-Construction Meeting. At Landlord's request, Landlord and Tenant shall meet at the Premises within fifteen (15) days after the completion of the Alterations in order to verify Tenant's satisfaction of all construction obligations contained herein.

II. Alterations Required by Law. Notwithstanding anything to the contrary contained in this Lease, if any alterations, additions, changes, replacements, installations, improvements, repairs, restoration, building, rebuilding, demolition, removal or other work shall be required in or to the Premises or any part thereof by any Legal Requirements or Insurance Requirements, the same shall be done by and the cost thereof borne by Tenant; provided, however, Tenant shall not be required to (and Landlord shall be required to) make any structural or

view provided by Landlord. Landlord shall contract for the regular removal of trash from the Building and bill Tenant as part of Common Area Expenses. Tenant shall ensure that all of its trash is collected in dumpsters and not strewn on the ground adjacent thereto.

(3) Tenant and Tenant's use shall be subject to the Title Restrictions existing as of the Effective Date; provided, however, Landlord hereby represents and warrants that Tenant's use of the Premises for the Initial Permitted Uses shall not violate the Title Restrictions.

6.2. No Representation. Except as expressly set forth herein (including, without limitation, Section 5.1A, Section 6.1.A and Section 6.4), Tenant acknowledges that Landlord has made no agreement, representation or warranty as to the suitability or continued suitability of the Premises for Tenant's purposes or intended use and it is Tenant's obligation to determine whether the Premises complies with those governmental laws and regulations applicable to Tenant's intended use of the Premises.

6.3. Operating Covenant; No Continuous Operation. Subject to Section 19.23, Tenant agrees to open for business to the public, fully stocked, staffed and fixtured, on or before the expiration of one hundred twenty (120) days following the Commencement Date. After opening for business for at least one (1) day, fully-stocked, staffed and fixtured, Tenant will be open for business from the Premises, if at all, during such days and hours as it deems reasonable and practicable in its sole business judgment for the operation of its business. In entering into this Lease, Landlord is not relying upon Tenant's operation of its business from the Premises other than for one (1) day. Nothing in this Lease shall be construed to require a business to be operated in the Premises or to require the Premises to be continuously occupied. In the event Tenant shall cease operations from the Premises for a period exceeding one hundred eighty (180) consecutive days (excluding Permitted Closure Periods (as defined below)), Landlord shall have the right, but not the obligation, to terminate this Lease and recapture the Premises by providing Tenant with written notice of Landlord's election to do so (hereinafter referred to as the "Recapture Notice"). In such event, this Lease shall terminate forty-five (45) days after Tenant's receipt of the Recapture Notice, provided, however, that in the event Tenant or a transferee commences operation for business with the public from the Premises during such forty-five (45) day period, then Landlord's election to terminate shall be nullified and this Lease shall continue in full force and effect. If Landlord elects to so terminate this Lease and such termination is not so nullified, then neither Landlord nor Tenant shall be liable to the other for any reasons having to do with this Lease from and after the termination effective date, except for (a) matters which shall have arisen prior to such date, (b) the obligations of Tenant under this Lease with respect to the condition of the Premises upon the termination or expiration of this Lease, and (c) the indemnity obligations of the parties which expressly survive the expiration or earlier termination of this Lease. As used herein, the term "Permitted Closure Periods" shall mean temporary closures due to (a) casualty, condemnation or other delay described in Section 19.23, (b) remodeling or repairs, or (c) Tenant's need to replace any dentist previously practicing from the Premises. In the event that at any time the Premises are not open for business, the Premises shall be kept in a neat, clean, attractive and orderly condition and Tenant shall be required to pay all Rent, including Minimum Rent, Additional Rent and all other sums payable under this Lease, as same become due.

6.4. Exclusive Use. Landlord hereby grants Tenant the exclusive use to provide general dentistry and specialty dentistry (including, without limitation, orthodontics, pediatric dentistry, endodontics, periodontics, prosthodontics, cosmetic dentistry and oral and maxillofacial surgery) services and operations in the Shopping Center. Accordingly, Landlord agrees that it shall not lease, sell or otherwise convey to, or otherwise permit the operation of, any other tenant or occupant to provide any amount of general dentistry or specialty dentistry (including, without limitation, orthodontics, pediatric dentistry, endodontics, periodontics, prosthodontics, cosmetic dentistry and oral and maxillofacial surgery) services and/or operations within the Shopping Center (the "Exclusive Use"). In the event Landlord breaches Tenant's Exclusive Use rights set forth above and fails to cure such violation within ten (10) days following written notice thereof to Landlord, Tenant shall have the right, in addition to all other rights and remedies available at law or in equity, to pay reduced Minimum Rent and regularly scheduled Additional Rent in an amount equal to fifty percent (50%) of the Minimum Rent and regularly scheduled Additional Rent otherwise payable by Tenant under the terms of this Lease from the date of such violation until the date such violation is cured. In the event Landlord fails to cure such violation within thirty (30) days following receipt of written notice thereof from Tenant, Tenant shall have the ongoing right to terminate this Lease by providing written notice to Landlord at any time thereafter but prior to Landlord's cure. The foregoing Exclusive Use restrictions shall automatically terminate as of the date which is the earliest of (i) a change in the Initial Permitted Use set forth in

Landlord, copies of each quarterly maintenance, service and inspection report from such maintenance contractor within ten (10) days after such maintenance, service and inspection.

#### ARTICLE 8. - LIENS

8.1. Liens. Tenant shall at all times keep the Premises and the Shopping Center or any part thereof, free and clear of all liens and claims, including for labor or materials supplied or claimed to have been supplied to the Premises, or any part thereof, in connection with Tenant's Work or other Alterations. Tenant shall pay for all such work promptly, so that the Shopping Center, the Premises and the interest therein of Landlord and Tenant shall be at all times free from any liens for labor performed or claimed to have been performed or materials supplied, or claimed to have been supplied. In the event of the filing of any such lien and Landlord's delivery to Tenant of a copy thereof, Tenant shall secure in a prompt and diligent manner (and in any event within twenty (20) days after receipt of written notice from Landlord of the filing of any lien against the Premises) the release of the same by bonding or other appropriate means. If Tenant shall fail to do so, Landlord, after written notice to Tenant and Tenant's failure to discharge or bond against any such lien within ten (10) days after receipt of said written notice, may (but shall not be so required to), in addition to any other rights or remedies, pay the same and any costs, and the amount so paid, together with reasonable attorneys' fees and other reasonable costs incurred in connection therewith, together with interest thereon at the Default Rate, shall be due and owing from Tenant to Landlord within thirty (30) days following written demand. Notwithstanding anything to the contrary set forth herein, if Tenant fails to remove or discharge any such lien within the original twenty (20) day period set forth above and shall desire to contest any claim of lien, then, but only if such lien is interfering with any financing, refinancing or prospective sale or lease of the Shopping Center, it shall furnish Landlord, at Landlord's election, adequate security of the value of the claim (equal to at least one hundred fifty percent (150%) of the value of the claim), plus estimated costs, or a bond of a responsible corporate surety in such amount conditioned on the discharge of the lien, and shall thereafter prosecute such contest with due diligence and in good faith. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same. Tenant's obligation to observe and perform any of the provisions of this Article shall survive the expiration of the Term or the earlier termination of this Lease. Landlord shall have the right to post in or upon the Shopping Center and the Premises, file and/or record notices of non-responsibility as may be permitted by law for the protection of Landlord's interest in the Premises. Landlord shall at all times keep the Shopping Center or any part thereof, free and clear of all liens and claims, including for labor or materials supplied or claimed to have been supplied to the Shopping Center, or any part thereof, in connection with work performed on or behalf of Landlord or any of its affiliates.

#### ARTICLE 9. - COMMON AREAS

9.1. Use of Common Areas; Parking. Tenant and its customers, visitors and invitees shall have an easement to use the Common Areas during the Term, on a non-exclusive basis, subject to the terms and conditions contained in this Lease. Landlord may designate an employee parking area for use by all employees of all tenants of the Building, provided such area is sufficient and located in the Shopping Center. In such event, Tenant's employees shall utilize the employee parking area and shall not park in areas not so designated.

9.2. Common Areas Maintenance and Expense. Subject to Section 7.2, Landlord shall keep or cause to be kept the Common Areas in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair and replace, as necessary, any damage to the facilities thereof. As used herein, "Common Areas Expenses" shall mean all items of expense (except as expressly excluded below) relating to operating, owning, equipping, policing and protecting, lighting, repairing, replacing and maintaining the Shopping Center and the Building that are incurred by or chargeable to Landlord. Such costs and expenses shall include, but not be limited to, the cost of:

(i) Operating, cleaning, sweeping, restriping, repairing and maintaining the parking and driveway areas, sidewalks curbs, and stairways; telecommunications facilities; maintenance and replanting of plantings and landscaping; repair, maintenance and repair of landscape sprinkler systems, parking bumpers, directional signs and other Shopping Center and Building signs and markers, fire protection systems, lights and light standards (including bulb replacement), drainage systems and utility systems; janitorial services; maintenance and cleaning of the trash receptacle area (including sand trap); operation and maintenance of Shopping Center and Building signs (except signs for a specific tenant, including Tenant); operation, maintenance and repair of public address systems, snow removal, detention/retention pond maintenance, music systems, and security and alarm

entitled to be reimbursed by such tenants or other occupants as an additional charge or rental over and above the basic rent and escalations payable under the lease with such tenant or other occupant, and costs associating with valet parking (including, without limitation, wages and other expenses); (16) any depreciation or amortization of the Building or other buildings and improvements within the Shopping Center; (17) purchase, installation, repairs or maintenance of any monument, pylon or other sign which does not include any Tenant signage but does include signage of other tenants or occupants of the Shopping Center, (18) advertising or marketing costs for the Shopping Center, whether or not for the Shopping Center as a whole or individual tenants, and (19) costs or expenses relating to management, administration and/or supervision of all or any part of the Shopping Center (including, without limitation, individual compensation or other expenses with respect to officers, executives or on- or off-site management or administrative personnel of Landlord, or third parties engaged by Landlord to provide such services, or any other costs or expenses relating to administrative, bookkeeping, accounting, management or similar services or functions with respect to the Shopping Center) in excess of the ten percent (10%) Administration Fee.

9.3. Tenant's Proportionate Share.

A. Payment by Tenant. Tenant shall pay to Landlord, as Additional Rent, from the Commencement Date, and on the first (1<sup>st</sup>) day of each calendar month of the Term thereafter, amounts reasonably estimated by Landlord to be Tenant's Proportionate Share of Common Areas Expenses. The estimated monthly charges may be adjusted by Landlord at the end of any calendar year on the basis of Landlord's experience and reasonably anticipated costs. Notwithstanding anything to the contrary contained herein, Landlord represents and warrants that Tenant's Proportionate Share of Common Area Expenses, Shopping Center Insurance expenses and Taxes will in no event be calculated in a manner to subsidize Landlord or any other tenant, occupant or owner of the Shopping Center or adjacent/neighboring land.

Notwithstanding anything to the contrary contained herein, following the expiration of the first (1<sup>st</sup>) Lease Year, Tenant's Proportionate Share of Common Area Expenses shall not increase by more than five percent (5%) over the immediately preceding Lease Year calculated on a non-cumulative basis (except that such cap shall not apply to Taxes, insurance, utilities and snow and ice removal).

B. Statement of Common Areas Expenses. Within ninety (90) days following the end of each calendar year, Landlord shall furnish to Tenant a reasonably detailed and itemized statement (the "Annual Reconciliation Statement") covering the calendar year just expired, certified as correct by an authorized representative of Landlord, showing the total of Common Areas Expenses, the amount of Tenant's Proportionate Share of Common Areas Expenses for such calendar year and the payments made by Tenant with respect to such period as set forth in Section 9.3.A, together with the method and calculation used to determine Tenant's Proportionate Share. If Tenant's Proportionate Share of Common Areas Expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within thirty (30) days after receipt of such statement. If said payments exceed Tenant's Proportionate Share of Common Areas Expenses, Landlord shall have the option to credit the excess against payments of Minimum Rent and Common Areas Expenses next thereafter to become due from Tenant to Landlord, or to reimburse Tenant concurrently with delivery of such statement (provided that upon the expiration or earlier termination of this Lease, such amounts shall be refunded to Tenant). There shall be appropriate adjustment of Tenant's Proportionate Share of Common Areas Expenses as of the Commencement Date and Expiration Date.

C. Tenant's Audit Right. If Tenant desires to review or audit any of Landlord's books and records pertaining to Common Area Expenses, Taxes, Shopping Center Insurance or Landlord's calculations of Tenant's Proportionate Share thereof, Tenant may do so by providing written notice thereof to Landlord within eighteen (18) months of Landlord's Annual Reconciliation statement, but no more than once during any calendar year. Such review or audit shall take place where such records are kept, and shall be conducted by a certified public accountant or Tenant's internal accounting personnel (it being understood that in no event shall Tenant hire any such auditor to conduct any such audit on a contingency fee basis). Tenant shall provide Landlord with fourteen (14) days' prior written notice of the date Tenant wishes to conduct such audit. Tenant shall use all reasonable efforts to minimize interference with Landlord's business during any such audit and Tenant shall provide a copy of such audit to Landlord within thirty (30) days of receipt of same by Tenant. Tenant shall pay all costs of such audit or review; provided, however, notwithstanding the foregoing to the contrary, if the review or audit reveals that Landlord

D. Builder's Risk Insurance. At all times during which Tenant is doing construction work upon the Premises (including Tenant's Work), builder's risk insurance with limits of coverage not less than one hundred percent (100%) of full replacement cost of Tenant's Work (if prior to completion of same) or the Premises.

10.2. General Requirements.

A. Additional Named Insureds; Required Provisions. All Required Tenant Insurance shall be issued by insurance companies with general policyholder's rating of not less than "A-" and a financial rating of not less than Class "VIII" as rated in the most current available "Best's" Insurance Reports, qualified to do business in the state in which the Premises are located. All Required Tenant Insurance policies shall be issued in the name of Tenant, and all commercial general liability policies shall name, as additional named insureds, Landlord, and, if requested by Landlord in writing, any Mortgagee and/or property manager, as their interests appear and certificates thereof shall be delivered to Landlord prior to starting Tenant's Work, and thereafter certificates thereof shall be delivered to Landlord at least thirty (30) days prior to (i) any change in insurer (ii) any material change in coverage provided (notwithstanding the same, Tenant shall in all events be required to keep the coverage provided for in this Section) or (iii) the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All certificates delivered to Landlord shall contain a provision that the company writing said policy will endeavor to give to Landlord at least thirty (30) days' notice in writing in advance of any material change, cancellation, termination or lapse or the effective date of any reduction in the amounts of insurance below the requirements of this Lease. All liability, property damage and other casualty policies shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry. Pursuant to Section 5.1, Tenant acknowledges that Landlord shall not be required to deliver occupancy of the Premises to Tenant until all Required Tenant Insurance and satisfactory proof thereof has been supplied by Tenant; provided however that same shall not affect the Commencement Date or the payment of Rent under this Lease. Tenant's obligations to carry insurance provided for in this Section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, that such blanket policy shall not reduce or diminish the coverage afforded Landlord or fail to satisfy the requirements set forth herein.

B. Landlord's Self-Help. If Tenant fails to obtain any Required Tenant Insurance, or furnish certificates thereof, and such failure continues for a period of twenty (20) days after written notice from Landlord, then in addition to its other remedies hereunder Landlord may (but shall not be obligated to) obtain said insurance and the amount paid therefor, together with all Landlord's reasonable expenses connected therewith, shall be due and payable to Landlord as Additional Rent upon demand therefor.

10.3. Landlord's Insurance. Landlord shall maintain in effect throughout the Term a policy or policies of insurance providing protection for the following liabilities and/or risks (collectively, "Shopping Center Insurance"):

(1) Commercial general liability insurance applying to all bodily injury, property damage, personal injury and other covered loss, however occasioned, in the Building or Common Areas arising from or related to Landlord's ownership and/or operation of the Building and Common Areas with coverage limits having a minimum combined single limit of liability of at least Two Million and NO/100 Dollars (\$2,000,000.00) and a general aggregate limit of Two Million and NO/100 Dollars (\$2,000,000.00).

(2) All-risk extended coverage insurance covering the Premises, the Building and the Common Areas, exclusive of any item insured by Tenant, in an amount which is the greater of its full replacement cost (exclusive of excavations, foundations and footings) or such amount as any Mortgagee may require Landlord to maintain. Landlord's obligation to carry said all-risk insurance may be satisfied by inclusion of the Premises, the Building and the Common Areas within the coverage of so-called blanket policy or policies of insurance carried and maintained by Landlord.

10.4. Mutual Waivers. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, or their respective property, the Premises, its contents or to other portions of the Building and Shopping Center, arising from any loss covered by property insurance carried or required to be

11.5. Time for Completion of Restoration. In the event Landlord is required or elects to Restore following any casualty to the Premises, the Building, and/or the Shopping Center which materially adversely affects the operation of Tenant's business from the Premises or access thereto or parking therefor, Landlord shall within forty-five (45) days following such casualty, deliver written notice to Tenant reasonably estimating in good faith the time necessary to complete the Restoration necessitated by such casualty. In the event the time estimated for completion of such repair exceeds one hundred eighty (180) days following the occurrence of such casualty, then Tenant shall have the right to terminate this Lease by written notice delivered to Landlord within thirty (30) days following Tenant's receipt of such written estimate notice. In addition, in the event such repair in fact is not completed within one hundred eighty (180) days following the occurrence of casualty (or such longer period as may have been estimated by Landlord in such notice and agreed to by Tenant), Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord, provided that if such repair is completed within such thirty (30) day period, such termination shall be nullified and this Lease shall continue in full force and effect.

#### ARTICLE 12. - CONDEMNATION

12.1. Notice. In the event of a Taking, or the commencement of any proceedings or negotiations which might result in a Taking, Tenant or Landlord, whoever first becomes aware of same, will give written notice thereof to the other generally describing the nature and extent of such Taking or the nature of such proceedings or negotiations and the nature and extent of a Taking which might result therefrom, as the case may be.

12.2. Net Award; Net Condemnation Proceeds. As used herein, the term "Net Award" means any award or payment to which Landlord or Tenant or any other person may be or become entitled by reason of any Taking, less any costs and expenses (including reasonable attorneys' fees) incurred by Landlord or Tenant, respectively, in collecting such award or payment. For the purposes hereof, all amounts paid pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking shall be deemed to constitute part of the Net Award. Any Net Award received by Landlord or Tenant as compensation for a Taking of the Premises or any part thereof, subject to the rights of any Mortgagee relating to any Net Award to which Landlord is entitled, shall be paid to Landlord to be applied as hereinafter provided.

12.3. Substantial Taking. In the event of a Taking of all or substantially all of the Premises during the Term, (a) this Lease shall terminate on the date (the "Taking Date") which is the date such Taking occurs, and (b) Rent shall be paid to the Taking Date. For the purposes of this Article, substantially all of the Premises shall be deemed to have been taken if the untaken portion of the Premises cannot in Landlord's or Tenant's reasonable opinion be economically used or converted for use for the purposes set forth in Section 6.1.A.

12.4. Taking which is Not Substantial. In the event of a Taking of less than substantially all of the Premises or of a Taking which does not in Landlord's or Tenant's reasonable opinion constitute a Taking of a material part of the Building or the Common Areas, this Lease shall terminate with respect to the portion of the Premises so taken and remain in effect as to the portion of the Premises remaining after such Taking; in such event, Minimum Rent shall be abated in the ratio that the area of the Premises taken bears to the area of the Premises immediately prior to a Taking. Such termination shall be effective as of the Taking Date. In the event of such partial Taking, Tenant shall, promptly after such Taking and at its cost and expense, promptly and diligently commence and complete the Restoration of the Premises. The Restoration shall be performed in accordance with the Plans and Specifications prepared by Tenant and approved by Landlord in its sole discretion.

12.5. Ownership of Award. The Net Award (or in the event of a Restoration of the Premises pursuant to Section 12.4, the excess of the Net Award after any Restoration pursuant to Section 12.4) shall be paid to Landlord. Tenant shall have the right to recover directly from the condemning authority only such compensation as may be awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of a Taking and for or on account of any cost or loss which Tenant might incur in removing the Personal Property and/or relocating and moving its business, and so much of the Net Award as is allocable to a Taking of any improvements, fixtures, furniture and equipment installed upon the Premises by Tenant at its cost.

12.6. Continuation of Lease if Taking is Not Substantial. Subject to the provisions of Section 12.4, in the event of a Taking of less than substantially all of the Premises or less than a material part of the Building or the Common Areas as determined by Tenant, this Lease shall continue unaffected.

person or entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies and decision-making of such person or entity, through the ownership of voting interests.

#### ARTICLE 14. - DEFAULT BY TENANT

14.1. Events of Default. Each of the following shall be deemed an "Event of Default" hereunder:

14.1.1. The failure of Tenant to pay any installment of Rent when due, where such failure continues for a period of ten (10) days after written notice from Landlord; or

14.1.2. Any failure by Tenant to observe or perform promptly and fully any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant, unless the cure of such failure requires more than thirty (30) days, in which event Tenant shall not be in default if it commences the cure of such failure within said thirty (30) day period and diligently and continuously prosecutes such cure to completion; or

14.1.3. The leasehold interest of Tenant is levied upon under execution or is attached by process of law or Tenant's failure to contest diligently the validity of any lien or claimed lien or to give sufficient security to Landlord to insure payment thereof or failure to satisfy any judgment rendered thereon and having the same released, and such default continues for ten (10) days after written notice to Tenant; or

14.1.4. Tenant's becoming insolvent, admitting in writing its inability to pay its debts generally as they become due, filing a petition in bankruptcy or a petition to take advantage of any insolvency statute, making an assignment for the benefit of creditors, making a fraudulent transfer, applying for or consenting to the appointment of a receiver of itself or of the whole or any substantial part of its property, or filing or answering a petition seeking reorganization under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof; or

14.1.5. A court of competent jurisdiction entering an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under any applicable federal or state bankruptcy laws, as now in effect or hereafter amended, if such order, judgment or decree is not vacated, set aside or stayed within thirty (30) days from the date of entry thereof.

14.2. Landlord's Remedies.

A. Remedies for Default. Landlord may treat the occurrence of an Event of Default as a breach of this Lease, and in addition to any or all other rights or remedies of Landlord in this Lease or by law or in equity provided, Landlord shall have the right, at the option of Landlord, without any notice or demand whatsoever: (1) to terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; or (2) without declaring this Lease ended, to re-enter the Premises and occupy the whole or any part thereof for and on account of Tenant and to enforce all its rights and remedies, including the right to receive Rent as it becomes due; or (3) even though it may have re-entered the Premises, to thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

B. Re-entry by Landlord. Should Landlord have reentered the Premises under the provisions of Section 14.2.A(2), Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any Rent thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions hereof, by any such re-entry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the state in which the Premises are located and the surrender of possession pursuant to such notice shall not (unless

E. Tenant's Property. Any and all property owned by or in the custody of Tenant may be removed from the Premises by Landlord and stored at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value or preservation thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Tenant not retaken by Tenant from storage within ten (10) days after removal shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

F. No Automatic Termination; Relletting. Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. No re-entry or taking possession of the Premises by Landlord shall be considered as an election to terminate this Lease, nor shall it cause a forfeiture of Rent or other charges remaining to be paid during the balance of the Term hereof unless a written notice of such intent is given to Tenant or unless the termination hereof is decreed by a court of competent jurisdiction. Notwithstanding any relletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such relletting elect to terminate this Lease for any such default.

G. Additional Provisions. The remedies given to Landlord in this Article are not exclusive and are cumulative, and shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force. The waiver by Landlord of any breach of any term, covenant or condition herein contained, or Landlord's failure to exercise any remedy herein, shall not be deemed to be a waiver of such term, covenant or condition or of any other or later breach of the same or any other term, covenant or condition herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default. Landlord's acceptance of any payments hereunder at any time shall not be construed as an accord and satisfaction, compromise or waiver of any breach (whether or not known to Landlord) or Event of Default, unless Landlord so notifies Tenant in writing.

#### ARTICLE 15. - LIABILITY OF LANDLORD; TRANSFERS

15.1. Landlord's Default. Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days after written notice has been given by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligation (or, if such default or failure shall reasonably take more than thirty (30) days to cure, Landlord shall not have commenced such cure within thirty (30) days after receipt of written notice from Tenant and thereafter diligently prosecuted the same to completion). Tenant's remedies available at law or in equity in the event of Landlord's default in are not exclusive and are cumulative, and shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force. The waiver by Tenant of any breach of any term, covenant or condition herein contained, or Tenant's failure to exercise any remedy herein, shall not be deemed to be a waiver of such term, covenant or condition or of any other or later breach of the same or any other term, covenant or condition herein contained. Forbearance by Tenant in enforcement of one or more upon a default by Landlord shall not be deemed or construed to constitute a waiver of such default.

15.2. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Premises, the Building, Shopping Center and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall be released from all further liability under this Lease under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease provided that such transferee assumes in writing all such duties and obligations, and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer. Tenant further acknowledges that Landlord may assign its interest in this Lease to a Mortgagee as additional security.

further instruments and documents as may be reasonably required in order to complete any and all transactions or to accomplish any and all matters and things as provided in this Lease.

#### ARTICLE 17. - QUIET ENJOYMENT

17.1. Quiet Enjoyment. Landlord agrees that Tenant, so long as an Event of Default is not ongoing, may quietly have, hold and enjoy the Premises during the Term without hindrance or interruption by Landlord or any other person claiming by, through or under Landlord, subject, however, to the provisions of this Lease and any Mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is subordinate.

#### ARTICLE 18. - END OF TERM; TITLE TO PROPERTY

18.1. Surrender. Tenant shall, upon the expiration or termination of the Term for any reason whatsoever, surrender the Premises to Landlord broom clean and in good order, condition and repair except for reasonable wear and tear. If Tenant fails to surrender the Premises to Landlord in such condition, Landlord may restore the Premises to such condition and may charge the cost thereof plus interest thereon at the Default Rate to Tenant.

18.2. Holding Over. If Tenant or any party claiming under Tenant remains in possession of the Premises, or any part thereof, after the expiration of the Term or any termination of this Lease, with or without the express or implied consent of Landlord, such holding over shall become a tenancy from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Tenant shall pay Rent at a monthly rate equal to one hundred twenty-five percent (125%) of Rent applicable during the last rental period of the Term under this Lease, including without limitation, Minimum Rent and Additional Rent that may otherwise accrue under this Lease. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Section shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law or in equity.

18.3. Title to Property. All Alterations, improvements, fixtures and/or equipment which may be installed or placed in or about the Premises, and all signs installed in, on or about the Premises, from time to time, shall be installed or placed and maintained at the sole cost of Tenant and shall, upon the expiration or earlier termination of this Lease, become the property of Landlord without cost to or liability of any kind to Landlord and without further act by either party hereto.

#### ARTICLE 19. - MISCELLANEOUS PROVISIONS

19.1. Notices. Any notice, consent, approval, demand, request, communication or document which either party is required or desires to give or deliver to or make upon the other hereunder shall be in writing and may be personally delivered or sent, postage prepaid, either by (a) United States registered or certified mail, return receipt requested, or (b) reputable national overnight courier or delivery service, addressed as set forth in Sections 1.1.1.N or 1.1.1.O (subject to the right of either party to designate a different address for itself by notice similarly given provided personal delivery is able to be effected at such new address).

Any notice, consent, approval, demand, request or document so delivered by overnight courier or delivery service shall be deemed to have been delivered on the day on which the same is delivered to a party, or after three (3) days if deposited in the United States mail as registered or certified mail, addressed as above provided, with postage thereon fully prepaid; or, if sooner, upon receipt. If Tenant is notified of the identity and address of any Mortgagee or ground or underlying lessor, Tenant shall give to such Mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail or reputable national overnight courier or delivery service, and such Mortgagee or ground or underlying lessor shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy of termination available to Tenant.

computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

19.7. Severability. If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect and shall be valid and enforceable to the fullest extent possible permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

19.8. Corporate/Partnership/LLC Tenant. If Tenant is or will be a corporation, partnership, or limited liability company, Tenant hereby covenants and warrants that Tenant is a duly authorized and existing entity; that Tenant is authorized to do business in the state in which the Premises are located; that Tenant has full power and authority to enter into this Lease; and that each and every person executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with the governing documents of said entity, and that this Lease is binding upon said entity in accordance with its terms. Tenant hereby further covenants and warrants that each and all of the persons executing this Lease on behalf of Tenant is and are duly authorized to do so, and that Tenant has full right and lawful authority to execute and perform Tenant's obligations under this Lease for the Term, in the manner, and upon the terms, conditions and provisions herein contained and no other signatories are required. In addition, Tenant hereby covenants and warrants that if there be more than one Tenant, the obligations hereunder imposed shall be joint and several; and as to a Tenant which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community (or other similar marital) property. For all purposes of this Lease, any default or other notice served on any one Tenant shall be binding upon and effective as to all persons and entities constituting Tenant.

19.9. Entire Agreement; Amendment. There are no oral or written agreements or representations between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord or its agent(s) to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the parties unless in writing, signed and mutually delivered between them.

19.10. Applicable Law. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against Landlord or Tenant (it being agreed that both parties hereto have participated in the preparation of the final form of this Lease), but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

19.11. No Waiver. The consent to, or approval of, any act requiring consent or approval shall not be deemed to waive or render unnecessary the consenting party's consent to or approval of any subsequent similar act by the non-consenting party. No waiver of any provision of this Lease shall be implied by (i) any failure of either party to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in this Lease or exercise any election contained in this Lease, or (ii) any failure of either party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by either party of any provision of this Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

19.12. No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, shall not work a merger unless consented to in writing by all persons (including Landlord) having an interest in the Premises.

19.13. Attorneys' Fees. In the event that at any time during the Term either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any Event of Default

19.20. Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant and Landlord each hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense nor to any setoff of Rent or other amounts owing hereunder against Landlord, except as may otherwise be specifically provided in this Lease.

19.21. Confidentiality. Tenant and Landlord each acknowledges that the contents of this Lease and any related documents are confidential information. Each party shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity without prior written consent other than its financial, legal, and space planning consultants, employees, partners, consultants, attorneys and lenders who have a reasonable need for such Confidential Information, provided that such persons agree to maintain the confidential nature of such information, or to any governmental or quasi-governmental authorities. This provision is binding upon execution of the letter of intent and this Lease and remains binding even if the parties do not enter into a Lease, or this Lease is terminated or expires.

19.22. Rules and Regulations; Title Restrictions. Tenant and its agents, employees, visitors and licensees shall faithfully comply with, and shall not use or permit any person to use the Premises or the Common Areas or any part thereof contrary to: (i) the Rules and Regulations as may be promulgated and changed from time to time or from time to time be changed, amended, modified or supplemented by Landlord, and with such additional rules and regulations as Landlord may determine to be necessary for the management, safety, care or cleanliness of the Premises, the Shopping Center or the Building or for the preservation of good order therein or operation thereof or for the convenience of the other occupants or tenants therein, and (ii) the Title Restrictions. Landlord reserves the right at any time to change or rescind any one or more of the Rules and Regulations, or to make such other and further Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, the Shopping Center or the Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Notwithstanding anything to the contrary contained herein, (i) all Rules and Regulations (wherever and however referenced in this Lease) shall be reasonable and shall not be enforced against Tenant in a discriminatory manner, (ii) in no event shall any such Rules and Regulations (wherever and however referenced in this Lease) increase the monetary obligations owing from Tenant to Landlord under this Lease or otherwise materially increase the obligations or materially diminish the rights of Tenant under this Lease, and (iii) in the event of a conflict between any such Rules and Regulations (wherever and however referenced in this Lease) and the terms and conditions of this Lease, the terms and conditions of this Lease shall prevail.

19.23. Force Majeure. Any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restrictions, judicial orders, riots, insurrection, enemy or hostile governmental action, civil commotion, terrorism, fire or other casualty, and other reason of a similar or dissimilar nature beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage and the period for the performance of any act shall be extended for the period of the delay. The provisions of this Section shall not, at the option of the affected party, operate to extend the Term. Delays or failure to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party.

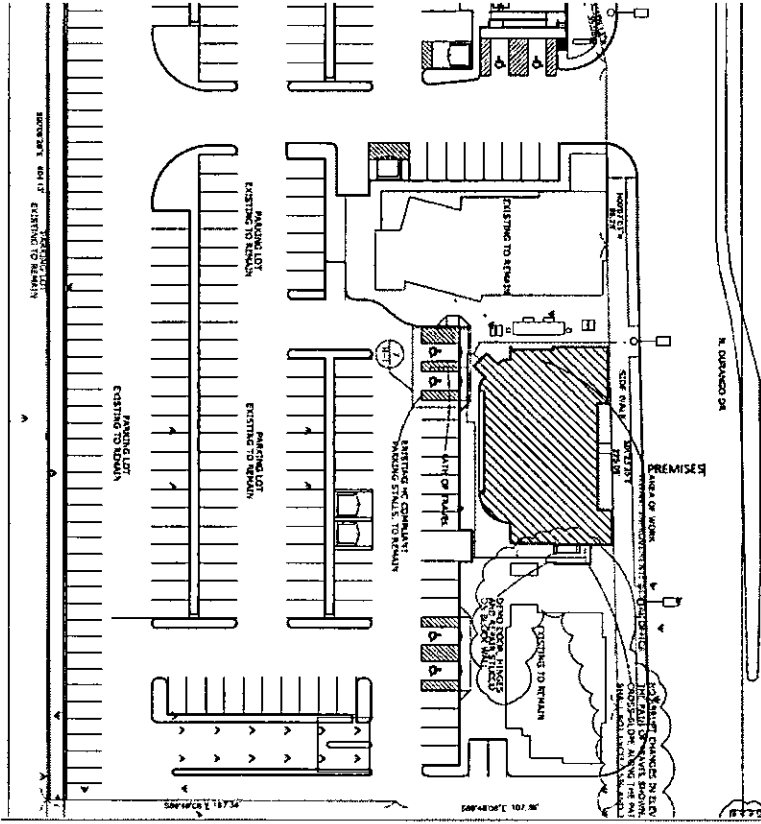
19.24. Environmental Matters. Except for (i) cleaning solutions and other substances and materials typically found, stored, used, generated and disposed of in uses comparable to the Permitted Use, and (ii) where the same is in compliance with all applicable Legal Requirements, Tenant shall not cause or permit to occur the use, generation, manufacture, release, discharge, storage, dispensal, or transportation of any Hazardous Materials on, under, in, above, to, or from the Premises or Shopping Center. For the purposes of this Section, "Hazardous Materials" shall refer to any substances, materials and wastes that are regulated as hazardous or toxic substances under any applicable local, state or federal law, regulation, or order including, without limitation, flammable, explosive or radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products. Tenant shall indemnify, defend, and hold Landlord harmless from and against all liabilities, costs, damages and expenses which Landlord may incur (including attorneys' fees) arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work in the Premises or the

19.32. ENTIRE AGREEMENT. IT IS UNDERSTOOD AND ACKNOWLEDGED THAT THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES HERETO AFFECTING THIS LEASE AND THAT THIS LEASE, INCLUDING THE EXHIBITS THERETO, SUPERSEDES AND CANCELS ANY AND ALL PREVIOUS NEGOTIATIONS, ARRANGEMENTS, BROCHURES, AGREEMENTS AND UNDERSTANDINGS, IF ANY, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND NONE THEREOF SHALL BE USED TO INTERPRET OR CONSTRUE THIS LEASE. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL SUPERSEDE, MODIFY OR RELEASE TENANT'S OBLIGATIONS (INCLUDING WITHOUT LIMITATION TENANT'S OBLIGATION TO PAY RENT) UNDER (I) ANY AGREEMENTS BETWEEN TENANT AND LANDLORD (OR LANDLORD'S PREDECESSOR) WHICH DO NOT CONCERN THE PREMISES, OR (II) ANY PRIOR WRITTEN LEASE OR LEASES FOR THE PREMISES OR ANY PART THEREOF. ANY RELEASE FROM OR MODIFICATION OF ANY SUCH OBLIGATIONS MUST BE SPECIFICALLY PROVIDED IN A SEPARATE WRITTEN AGREEMENT SIGNED BY LANDLORD.

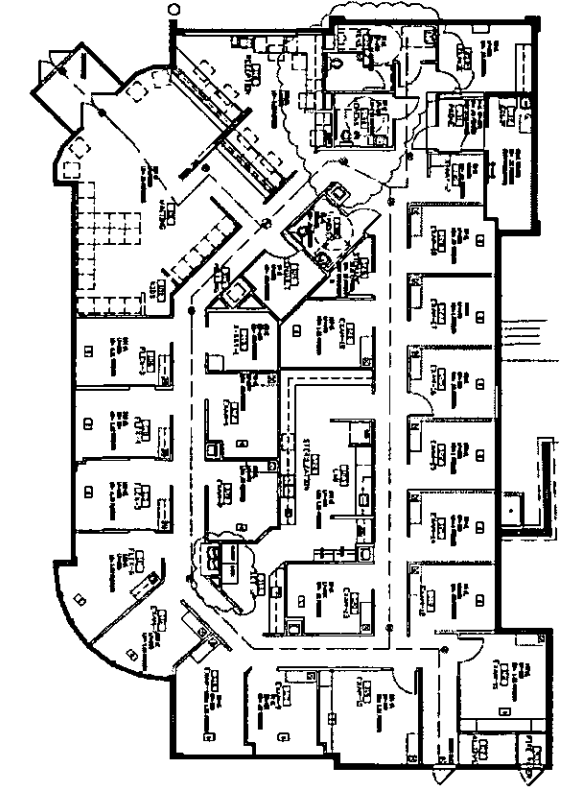
19.33. Waiver of Landlord's Security Interest. Notwithstanding anything to the contrary contained herein, Landlord hereby waives any security interest (whether statutory or contractual) Landlord may now have or hereafter have in any of Personal Property. Landlord agrees that Tenant may grant a security interest in such Personal Property to any equipment lessor or lender with an ownership or security interest in such Personal Property and hereby grants the right of removal of such Personal Property to any such equipment lessor or lender. At Tenant's request, Landlord, Tenant and any such equipment lessor or lender shall execute a commercially reasonable equipment lien waiver evidencing the lien waiver by Landlord specified herein.

[remainder of page left blank intentionally – signature page follows]

**EXHIBIT A  
SITE PLAN OF SHOPPING CENTER**



**EXHIBIT B**  
**PREMISES FLOOR PLAN**



2. Electrical Service: One (1) 400 amp 120/208 volts, 3 phase, 4 wire electric service. Meter will not be supplied.

3. Gas Service: Gas service shall be brought to locations designed on Landlord's drawings only.

4. Telephone Service: Telephone service shall be brought to telephone equipment room and one (1) empty conduit for same shall be provided to the Premises by Landlord. Tenant shall arrange for further interior distribution.

5. Electrical Outlets: One (1) 110V wall duplex outlet per approximately fifteen (15) lineal feet of perimeter wall, up to a maximum of six (6) outlets. Floor outlets are not furnished.

6. Sprinkler System (If Applicable): If required, a fire sprinkler system based on a standard grid and store space. System will be sized to permit the addition of heads to accommodate space configuration changes. Such changes, if required, shall be supplied by Landlord at Tenant's expense.

7. Sewer Stub: Landlord shall provide one (1) 4" sewer stub.

C. Signs.

1. Signage: One (1) conduit and "J" box without wire from Landlord's service panel to designated sign location per Landlord's drawings for sign lighting. "J" box to be wired and powered to house lighting circuit.

2. Address Numerals: Address numerals shall be provided and installed by Landlord.

3. TENANT'S WORK.

A. General Requirements.

1. Tenant shall submit to Landlord, by certified or registered mail, at least five (5) days prior to the commencement of construction, the following information:

(a) The names and addresses of all contractors and subcontractors Tenant intends to engage in the construction of the Premises.

(b) The date on which Tenant's construction work will commence, together with the estimated date of completion of Tenant's construction work and fixturation, and the date on which Tenant expects to be ready to open for business in the Premises.

(c) Evidence of such builders all risk and worker's compensation insurance as Landlord may reasonably require.

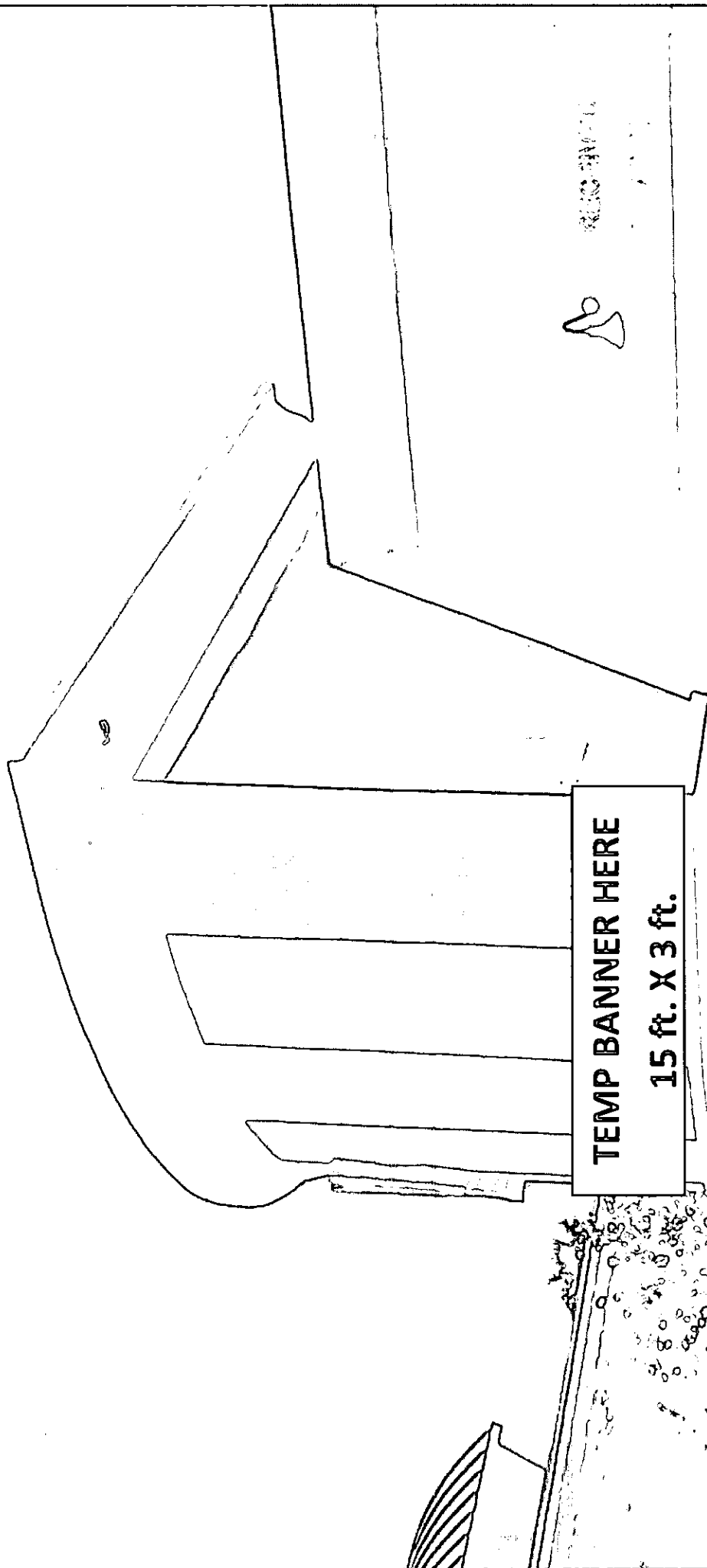
(d) An itemized statement of estimated construction costs, including architectural, engineering and contractors' fees.

(e) Tenant's contractors' performance and/or labor and material bonds, if so required by Landlord, or any other bond to be furnished by Tenant as may be required by Landlord to insure the faithful performance of the work in accordance with the approved plans.

11. Internal communications and security/alarm systems.
12. Elevators, dumbwaiters, chutes, conveyors and pneumatic tubes and their shafts, doors and other components, including electrical hookup and service, if any.
13. All show window finishes including window display furring, fixturing, or special requirements.
14. Any special reinforcing, raised areas or depressions in concrete floor.
15. In addition to the HVAC equipment to be provided by Landlord as set forth above, special heating, cooling or ventilating equipment, including that required by local codes or otherwise for show windows, dressing rooms, toilet rooms and stock rooms, provided that all duct work shall be concealed or treated in a manner which receives prior approval of Landlord. Relocations, adjustments to, additions or deletions of roof platforms and roof penetrations from those provided by Landlord shall be performed by Landlord at Tenant's expense.
16. Telephone conduit, cabinets and outlets within the Premises as required by the telephone company including wiring from the terminal board. All telephone service and equipment shall be installed and thereafter maintained and used at the expense of Tenant.
17. Gas connection and distribution from point of connection designated in Landlord's drawings, if any.
18. All electrical work and equipment, including lighting, not expressly stated herein as being provided by Landlord, including separate circuits and time clocks for interior show window and/or ceiling lighting, special lighting fixtures, additional electrical or power outlets, or increased electrical service due to Tenant's use and operations.
19. Installation, wiring and connection of power to Tenant sign(s), both exterior and interior. All exterior signs shall be designated, constructed and located pursuant to the requirements and specifications set forth in Landlord's Sign Criteria.
20. Tenant to make application for all utility services and pay for water, gas and/or electrical meter including any installation or hookup fees.
21. Tenant to make application for and obtain sign and construction permits and pay any fees related thereto.
22. All other items and requirements not specifically included under Landlord's Work and any work directly or indirectly referred to as Tenant's work herein.
23. The following work items, if required, shall be done by Landlord for Tenant at Tenant's expense:
  - (a) Design and construction of any additions, deletions, relocations or changes to the roof or roof platforms for heating and air conditioning equipment.
  - (b) Design and construction of any additions, deletions, relocations or changes to the roof or roof penetrations for ducts, vents, plumbing and conduits.
  - (c) Design and construction of any changes to the fire sprinkler systems, if any, to accommodate space configuration ceiling matters.

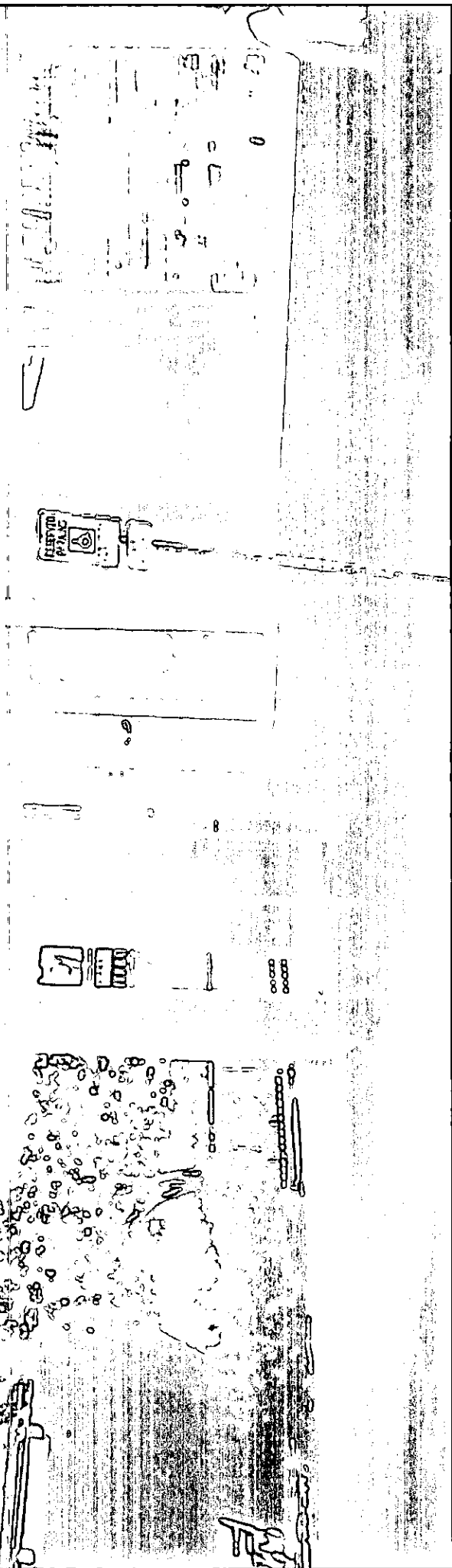
If Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or similar officer shall be appointed to take charge of all or any substantial part of the Tenant's property, or if a petition shall be filed for any reorganization of the Tenant under any provisions of law now or hereafter enacted, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts then Landlord shall have the right to defer payment of any Construction Allowance until such time as Tenant both (a) properly assumes this Lease pursuant to the bankruptcy code and (b) pays all pre and post bankruptcy arrears due under the Lease.

Formatted: Body Text 0.5, Indent: First line: 1"



**TEMP BANNER HERE**  
**15 ft. X 3 ft.**

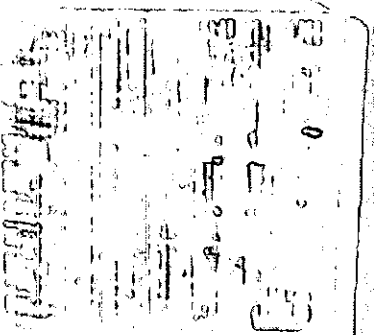
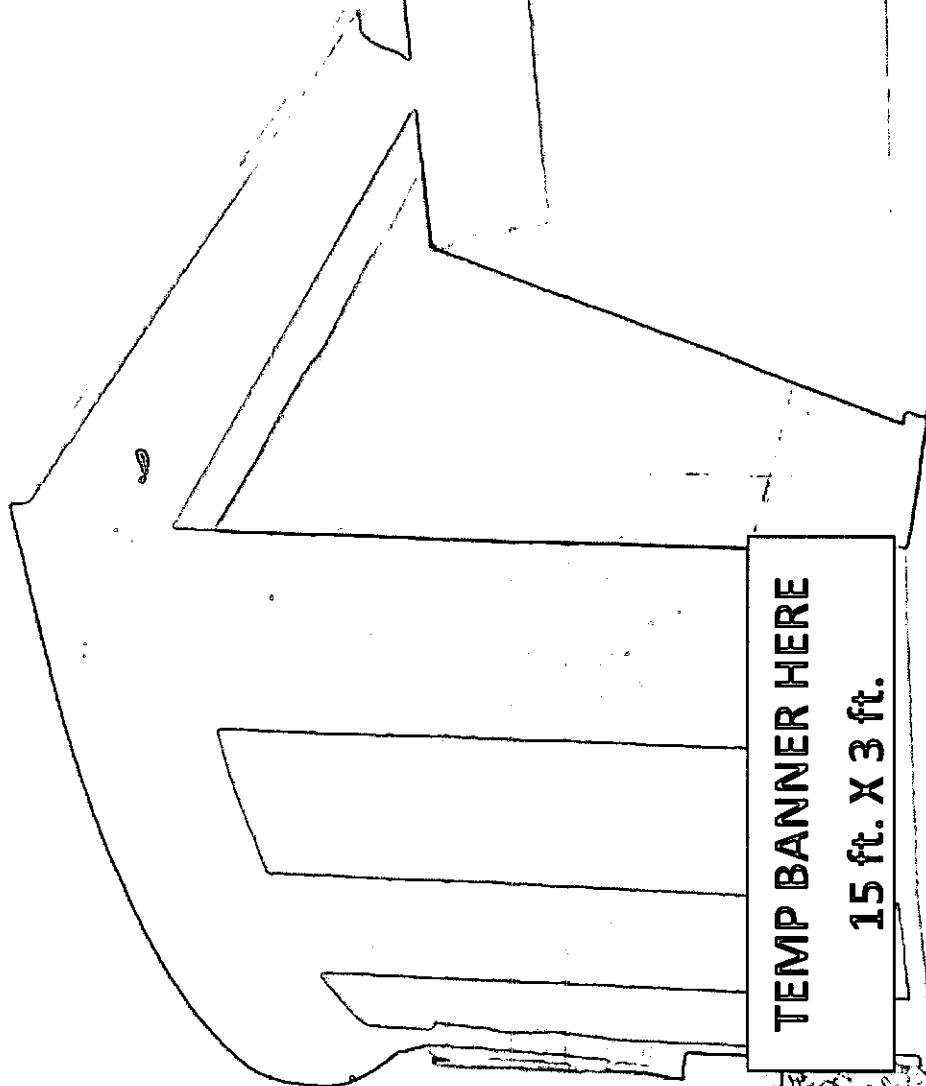
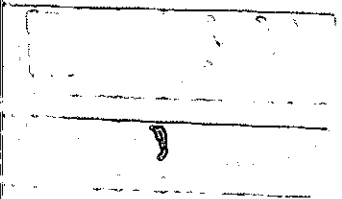
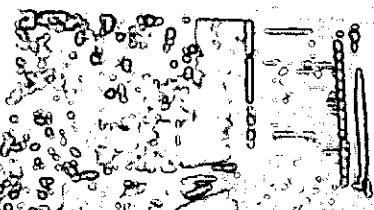
RESEARCH



RECEIVED  
MAY 23 2003



**TEMP BANNER HERE**  
**15 ft. X 3 ft.**



WLP52851VBL28 (6125)

City of Las Vegas  
Development Services Center  
333 N Rancho Drive  
Las Vegas, NV 89106

05/23/2013 11:28 AM 214192  
Cashier 984728

PRJ Permit # 49522 \$100.00

Subtotal \$100.00  
Tax \$0.00  
**Total \$100.00**

Received CHECK \$100.00  
Check # 000017176  
City of Las Vegas \$0.00

For questions related to this receipt call  
702-253-2000

| Inv. No.  | Inv. Date | Check Date | Voucher Note | Inv. Amt. | Amt. Paid | Disc. Tkn. | Net Ck. Amt. |
|---|-----------|------------|--------------|-----------|-----------|------------|--------------|
| CITY076   |           | 5/15/2013  |              | 100.00    | 100.00    |            | 0.00         |
| 10/2013 BANNER-APP-171 MONTECITO TOWN CENTER DENTAL |           |            |              |           |           |            |              |

DENTAL SERVICES, INC.

City of Las Vegas

Inv. No.

Inv. Date

Check Date

Voucher Note

Inv. Amt.

Amt. Paid

Disc. Tkn.

Net Ck. Amt.

Contact Accounts Payable  
845-8687

| DATE                         | REVISION        |
|------------------------------|-----------------|
| 2/15/13                      | PLAN CHECK CORR |
| BID SET ISSUED: 1/25/2013    |                 |
| FOR CONSTRUCTION SET ISSUED: |                 |

- A-0 SITE PLAN / SHEET INDEX / GENERAL NOTES
- A-0.1 OCCUPANCY LOAD / EXITTING PLAN
- D-1 DEMO PLAN
- A-1 FLOOR PLAN
- A-1.1 FLOOR FINISH PLAN / ROOM AND MATERIAL SCHEDULE
- A-2 DETAILS / FINISHES / SCHEDULES
- A-2.1 CITY FRAMING DETAILS
- A-3 ARCHITECTURAL POWER PLAN
- A-3.1 ARCHITECTURAL REFLECTED CEILING PLAN
- A-3.2 ELECTRICAL ENERGY FORMS
- M-1 MECHANICAL R. C. PLAN / NOTES
- P-1 PLUMBING PLANS- WASTE AND VENT
- P-2 PLUMBING PLANS- WATER, AIR & VACUUM
- E-2.1 ELECTRICAL LIGHTING PLAN
- E-3.1 ELECTRICAL POWER PLAN
- E-3.2 ELECTRICAL MECH POWER PLAN
- E-5.1 ELECT. PANELS / DETAILS/ ELECT. CDM. CERTIFICATE
- H-1 HANDICAP / ADA NOTES

**PROJECT INFORMATION**  
 5,194 S.F. USABLE OCCUPANCY GROUP: B / 1 STDRY, TYPE VB / THIS OFFICE WILL BE AN AMBULATORY HEALTH CARE FACILITY FULLY-SPRINKLERED (NFPA 13) EXISTING ALARM SYSTEM TO REMAIN SINGULAR NUMBER OCCUPANT LOAD ANALYSIS PER IBC TABLE 1004.1.1.  
**SQUARE FOOTAGE SUMMARY:**  
 OFFICE AREA: 4,298 S.F. DIV 100 = 42.98 = 43 OCCUPANTS  
 STORAGE AREA: 341 DIV 300 = 1.13 = 2 OCCUPANT  
 WAITING ROOM: FIXED SEATS = 23 CHAIRS/OCCUPANTS  
 TOTAL EGRESS OCCUPANT LOAD: 68 OCCUPANTS  
 RESTROOMS REQUIRED: OCCUPANTS: 34 MALE/ 34 FEMALE  
 2 MALE FIXTURES REQUIRED / PROVIDED  
 2 FEMALE FIXTURE REQUIRED / 1 FEMALE AND 1 UNISEX RESTROOM PROVIDED  
 EXIT WIDTH = 68 OCCUPANTS X .2 = 13.6 INCHES REQUIRED / 108" PROVIDED  
 2 EXITS REQUIRED - 2 EXITS PROVIDED  
 THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES:  
 -2009 INTERNATIONAL BUILDING CODE  
 -2009 UNIFORM MECHANICAL & PLUMBING CODE  
 -2008 NEC  
 -2009 IECC  
 -1997 UNIFORM ADMINISTRATIVE CODE  
 -2009 IFC W/ MODIFYING ORDINANCE 6124  
 SPRINKLER PLANS AND FIRE ALARM TO BE DONE UNDER SEPARATE SUBMITTAL AND PERMIT FOR REVIEW FROM THE LOCAL FIRE DEPARTMENT PRIOR TO INSTALLATION.  
 NO SPECIAL INSPECTIONS REQUIRED

**NOTES**  
 -THE ALTERATION PORTION OF THE PROJECT MUST FULLY COMPLY WITH REQUIREMENTS OF IBC CHAPTER 11.  
 -THIS PROJECT IS PRIVATELY FUNDED. NO PUBLIC FUNDS.  
 -THERE WILL BE NO FIRE-RESISTANCE CONSTRUCTION IN THIS PROJECT

**ABBREVIATIONS:**  
 A.F. ABOVE FINISH FLOOR  
 ABV. ABOVE  
 EQ. EQUAL  
 GA. GAGE  
 GYP. GYPSUM (BOARD)  
 H.C. HOLLOW CORE  
 MAX. MAXIMUM  
 MIN. MINIMUM  
 MTL. METAL  
 D.C. DOWN CENTER  
 D.P. OPERATORY  
 P. SIMILAR  
 TYP. TYPICAL  
 U.N.O. UNLESS NOTED OTHERWISE

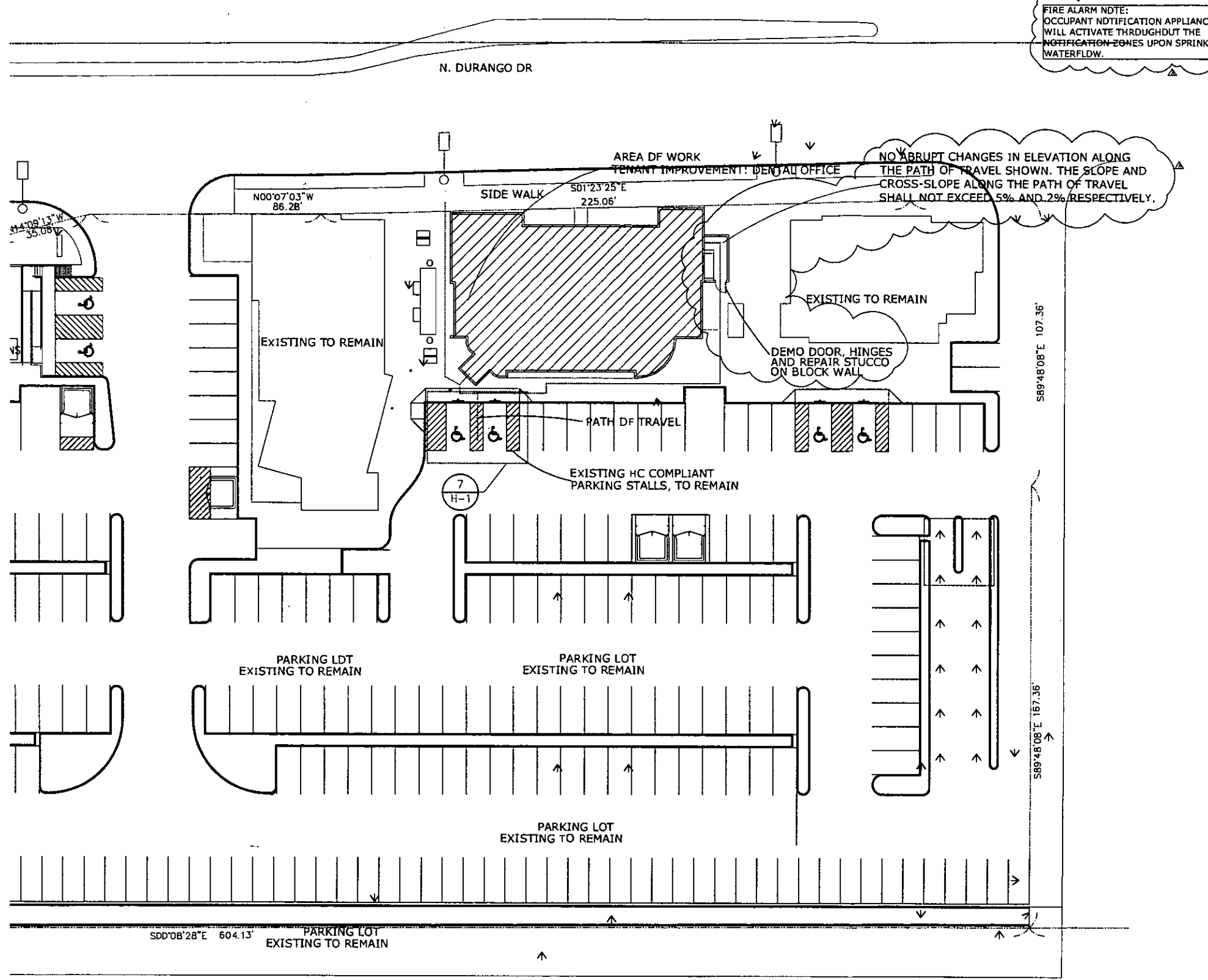
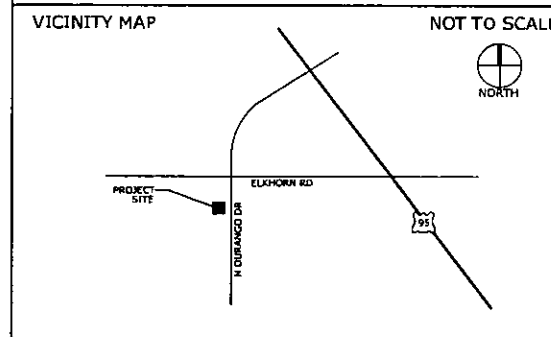
**ALLOWABLE SQUARE FOOTAGE:**  
 PER TABLE 504  
 FACTORS: A<sub>1</sub> = 9,000 A<sub>2</sub> = 5,194  
 I<sub>1</sub> = .79 I<sub>2</sub> = 3  
 A<sub>1</sub> = (A<sub>1</sub> X I<sub>1</sub>) + (A<sub>2</sub> X I<sub>2</sub>)  
 9,000 = (5,194 X .79) + (5,194 X 3)

**ALLOWABLE SQUARE FOOTAGE: 28,685**  
**EXISTING SQUARE FOOTAGE: 5,194 S.F. (USEABLE)**

**OWNER/LANDLORD:**  
 CDVENANT GROUP  
 2060 MICHELLE DRIVE, 2ND FLR  
 IRVINE, CA 92606  
 714-508-3600  
 CONTACT: CHRIS AGUON

**ARCHITECT:**  
 2044 CALIFORNIA AVE  
 CDRONA CA 92881  
 CONTACT - JULIE A. MARGETICH  
 PHONE - 951-582-5745  
 FAX - 714-388-3951

**JOB CAPTAIN:**  
 2044 CALIFORNIA AVE  
 CDRONA CA 92881  
 CONTACT - BRANDON WEBB  
 PHONE - 951-582-5758  
 EMAIL - WEBB@PACDEN.COM



**FIRE ALARM NOTE:**  
 OCCUPANT NOTIFICATION APPLIANCES WILL ACTIVATE THROUGHOUT THE NOTIFICATION ZONES UPON SPRINKLER WATERFLOW.

NO ABRUPT CHANGES IN ELEVATION ALONG THE PATH OF TRAVEL SHOWN. THE SLOPE AND CROSS-SLOPE ALONG THE PATH OF TRAVEL SHALL NOT EXCEED 5% AND 2% RESPECTIVELY.

**RECEIVED**  
**MAY 23 2013**

| OCCUPANCY | OCCUPANT LOAD | WATER CLOSETS H                          |                             |                             | LAVATORIES              |                         |                         | DRINKING FOUNTAINS               | SERVICE SINK |
|-----------|---------------|--|-----------------------------|-----------------------------|-------------------------|-------------------------|-------------------------|----------------------------------|--------------|
|           |               | MEN (1 PER EA 25)                        | WOMEN (1 PER EA 25)         | UNISEX (PROVIDED)           | MEN                     | WOMEN                   | UNISEX                  |                                  |              |
| BUSINESS  | B             | 1 WATER CLOSET<br>1 URINAL<br>2 FIXTURES | 1 WATER CLOSET<br>1 FIXTURE | 1 WATER CLOSET<br>1 FIXTURE | 1 LAVATORY<br>1 FIXTURE | 1 LAVATORY<br>1 FIXTURE | 1 LAVATORY<br>1 FIXTURE | 1 DRINKING FOUNTAIN<br>1 FIXTURE | MDP SINK     |

**DENTAL OFFICE**  
**TENANT IMPROVEMENT**  
**MONTECITO TOWN CENTER DENTAL GROUP**  
 7125 N. DURANGO RD.  
 LAS VEGAS, NV 89149

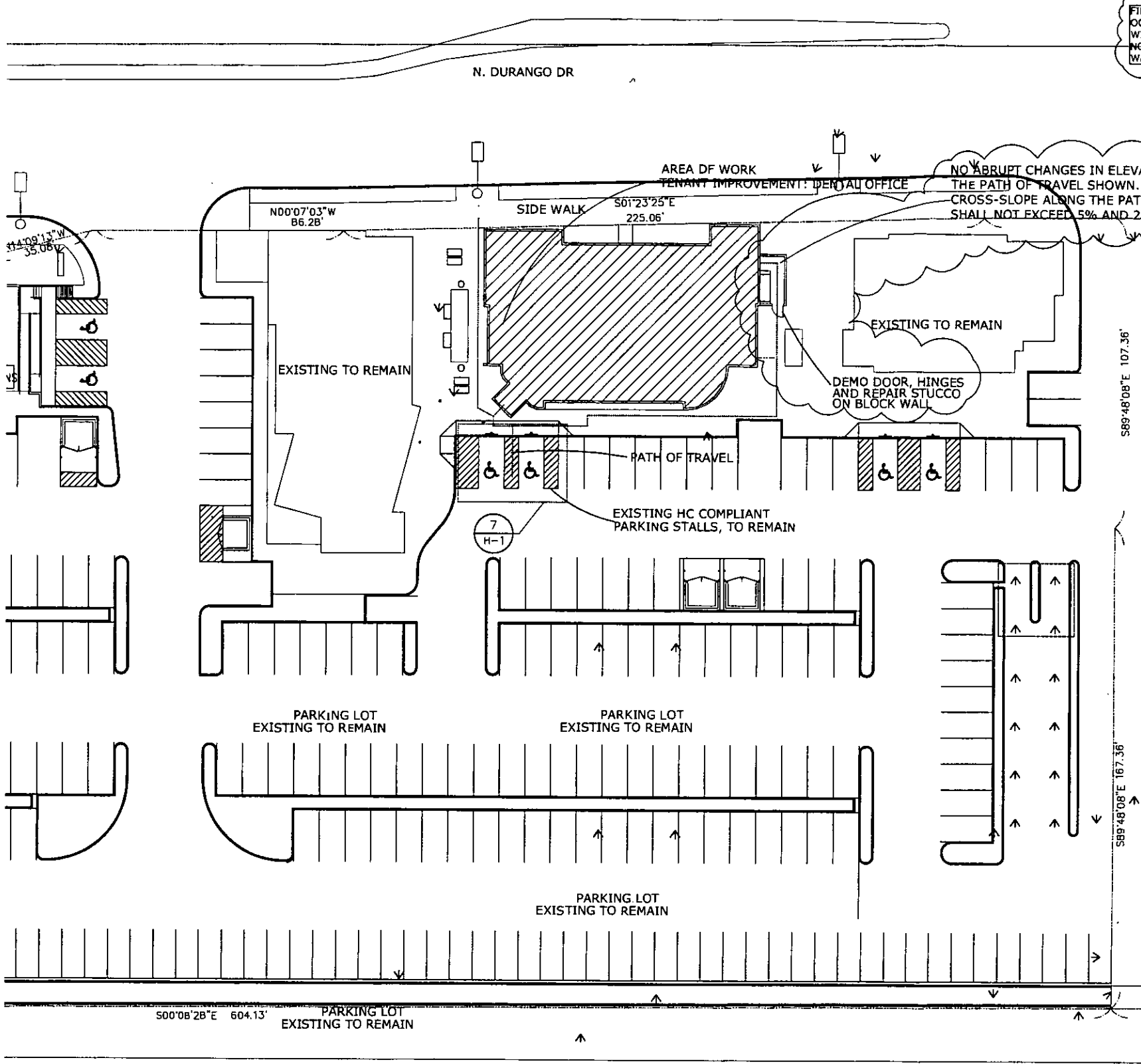
**PACIFIC DENTAL SERVICES**  
 2880 MICHELLE DRIVE, 2ND FLOOR  
 IRVINE, CALIFORNIA 92606  
 714.508.3600 FAX 714.388.3950  
 WWW.PACIFICDENTALSERVICES.COM



SHEET TITLE  
**TITLE SHEET**  
**SITE PLAN**

|                        |               |
|------------------------|---------------|
| DRAWING ISSUE DATE:    |               |
| BID SET DATE:          |               |
| FOR CONSTRUCTION DATE: |               |
| DRAWN/ CKD             | BW/JAM        |
| DATE                   | 12-3-12       |
| SUB DATE               | 1-29-12       |
| PROJECT NO.            | MON_NV/ #171R |
| SHEET NO.              |               |

**A-0**



FIRE ALARM NOTE:  
OCCUPANT NOTIFICATION APPLIANCES  
WILL ACTIVATE THROUGHOUT THE  
NOTIFICATION ZONES UPON SPRINKLER  
WATERFLOW.

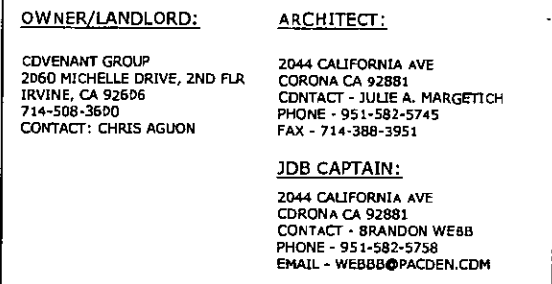
NO ABRUPT CHANGES IN ELEVATION ALONG  
THE PATH OF TRAVEL SHOWN. THE SLOPE AND  
CROSS-SLOPE ALONG THE PATH OF TRAVEL  
SHALL NOT EXCEED 5% AND 2% RESPECTIVELY.

- A-0 SITE PLAN / SHEET INDEX / GENERAL NOTES
- A-0.1 OCCUPANCY LOAD / EXITING PLAN
- D-1 DEMO PLAN
- A-1 FLOOR PLAN
- A-1.1 FLOOR FINISH PLAN / ROOM AND MATERIAL SCHEDULE
- A-2 DETAILS / FINISHES / SCHEDULES
- A-2.1 CITY FRAMING DETAILS
- A-3 ARCHITECTURAL POWER PLAN
- A-3.1 ARCHITECTURAL REFLECTED CEILING PLAN
- A-3.2 ELECTRICAL ENERGY FORMS
- M-1 MECHANICAL R. C. PLAN / NOTES
- P-1 PLUMBING PLANS- WASTE AND VENT
- P-2 PLUMBING PLANS- WATER, AIR & VACUUM
- E-2.1 ELECTRICAL LIGHTING PLAN
- E-3.1 ELECTRICAL POWER PLAN
- E-3.2 ELECTRICAL MECH POWER PLAN
- E-5.1 ELECT. PANELS / DETAILS/ ELECT. COMP. CERTIFICATE
- H-1 HANDICAP / ADA NOTES

**PROJECT INFORMATION**  
5,194 S.F. USABLE OCCUPANCY GROUP: B / 1 STDY, TYPE VB / THIS OFFICE WILL BE AN AMBULATORY HEALTH CARE FACILITY FULLY-SPRINKLERED (NFPA 13) EXISTING ALARM SYSTEM TO REMAIN SINGULAR NUMBER OCCUPANT LOAD ANALYSIS PER IBC TABLE 1004.1.1.  
SQUARE FOOTAGE SUMMARY:  
OFFICE AREA: 4,298 S.F. DIV 100= 42.98 = 43 OCCUPANTS  
STORAGE AREA: 341 DIV 300 = 1.13= 2 OCCUPANT  
WAITING ROOM: FIXED SEATS = 23 CHAIRS/OCCUPANTS  
TOTAL EGRESS OCCUPANCY LOAD: 68 OCCUPANTS  
RESTROOMS REQUIRED: OCCUPANTS: 34 MALE/ 34 FEMALE  
2 MALE FIXTURES REQUIRED / PROVIDED  
2 FEMALE FIXTURE REQUIRED / 1 FEMALE AND 1 UNISEX RESTROOM PROVIDED  
EXIT WIDTH= 68 OCCUPANTS X .2 = 13.6 INCHES REQUIRED / 108" PROVIDED  
2 EXITS REQUIRED - 2 EXITS PROVIDED  
THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES:  
-2009 INTERNATIONAL BUILDING CODE  
-2009 UNIFORM MECHANICAL & PLUMBING CODE  
-2008 NEC  
-2009 IECC  
-1997 UNIFORM ADMINISTRATIVE CODE  
-2009 IFC W/ MODIFYING ORDINANCE 6124  
SPRINKLER PLANS AND FIRE ALARM TO BE DONE UNDER SEPARATE SUBMITTAL AND PERMIT FOR REVIEW FROM THE LOCAL FIRE DEPARTMENT PRIOR TO INSTALLATION.  
NO SPECIAL INSPECTIONS REQUIRED

**NOTES**  
-THE ALTERATION PORTION OF THE PROJECT MUST FULLY COMPLY WITH REQUIREMENTS OF IBC CHAPTER 11.  
-THIS PROJECT IS PRIVATELY FUNDED. NO PUBLIC FUNDS.  
-THERE WILL BE NO FIRE-RESISTANCE CONSTRUCTION IN THIS PROJECT

|   |   |
|---|---|
| <b>ABBREVIATIONS:</b><br>A.F.F. ABOVE FINISH FLOOR<br>ABV. ABOVE<br>EQ. EQUAL<br>GA GAGE<br>GYP. GYPSUM (BOARD)<br>H.C. HOLLOW CORE<br>MAX. MAXIMUM<br>MIN. MINIMUM<br>MTL METAL<br>O.C. ON CENTER<br>O.P. OPERATORY<br>P. SIMILAR<br>TYP. TYPICAL<br>U.N.O. UNLESS NOTED OTHERWISE | <b>ALLOWABLE SQUARE FOOTAGE:</b><br>PER TABLE 504<br>FACTORS: Aa= 9,000 At= 5,194<br>If= .79 Is= 3<br><br>Aa=(At+(At X If)+(At X Is))<br>9,000=(5,194+(5,194 X .79)+(5,194 X 3))  |
| <b>OWNER/LANDLORD:</b><br>CDVENANT GROUP<br>2060 MICHELLE DRIVE, 2ND FLR<br>IRVINE, CA 92606<br>714-508-3600<br>CONTACT: CHRIS AGUON  | <b>ARCHITECT:</b><br>2044 CALIFORNIA AVE<br>CORONA CA 92881<br>CONTACT - JULIE A. MARGETTCH<br>PHONE - 951-582-5745<br>FAX - 714-388-3951<br><br><b>JDB CAPTAIN:</b><br>2044 CALIFORNIA AVE<br>CORONA CA 92881<br>CONTACT - BRANDON WEBB<br>PHONE - 951-582-5758<br>EMAIL - WEBB@PACDEN.COM |



**EXISTING SITE PLAN:** SCALE: 1" = 20'-0" NORTH

| OCCUPANCY | OCCUPANT LOAD | WATER CLOSETS H                           |                              |                              | LAVATORIES               |                          |                          | DRINKING FOUNTAINS                | SERVICE SINK |
|-----------|---------------|---|------------------------------|------------------------------|--------------------------|--------------------------|--------------------------|-----------------------------------|--------------|
|           |               | MEN (1 PER EA 25)                         | WOMEN (1 PER EA 25)          | UNISEX (PROVIDED)            | MEN                      | WOMEN                    | UNISEX                   |                                   |              |
| BUSINESS  | B             | 1 WATER CLDSET<br>1 URINAL=<br>2 FIXTURES | 1 WATER CLDSET=<br>1 FIXTURE | 1 WATER CLDSET=<br>1 FIXTURE | 1 LAVATORY=<br>1 FIXTURE | 1 LAVATORY=<br>1 FIXTURE | 1 LAVATORY=<br>1 FIXTURE | 1 DRINKING FOUNTAIN=<br>1 FIXTURE | 1 MDP SINK   |

RECEIVED  
MAY 23 2013

**171R**

DATE: 2/15/13 REVISION: PLAN CHECK CORR

BID SET ISSUED: 1/25/2013  
FOR CONSTRUCTION SET ISSUED:

**DENTAL OFFICE  
TENANT IMPROVEMENT  
MONTECITO TOWN CENTER DENTAL GROUP  
7125 N. DURANGO RD.,  
LAS VEGAS, NV 89149**

**PACIFIC DENTAL SERVICES**  
2860 MICHELLE DRIVE, 2ND FLOOR  
IRVINE, CALIFORNIA 92606  
PHONE: 714-508-3600  
WWW.PACIFICDENTALSERVICES.COM

SHEET TITLE: TITLE SHEET SITE PLAN

DRAWING ISSUE DATE:  
BID SET DATE:  
FOR CONSTRUCTION DATE:

DRAWN/ CK'D: BW/JAM  
DATE: 12-3-12  
SUB DATE: 1-25-12  
PROJECT NO.: MGN\_NV\_#171R  
SHEET NO.: **A-0**