

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease is made as of May 27, 2009, between SN Investment Properties, LLC, a Delaware limited liability company ("Landlord") and National Las Vegas, Inc., a Nevada corporation ("Tenant").

Recitals

- A. RMS Limited Partnership and Castle Manufacturing, Inc., a Nevada corporation entered into a Lease dated November 2, 1995 (the "Lease"), for the Premises described therein and located at 4545 Diablo Drive, Building E, Suite A, Las Vegas, Nevada, 89118, consisting of approximately 49,600 square feet (the "Premises"). The original Expiration Date was December 31, 2001.
- B. The landlord's interest under the Lease was assigned and transferred to Landlord and the tenant's interest in the Lease was assigned and transferred to Tenant. The Lease Expiration Date has been changed to December 31, 2009.
- C. The parties desire to amend the Lease to further extend the Lease Term for an additional thirty six (36) months, adjust the Base Rent Schedule in a manner that will include certain potential concessions and provide for changes to Tenant's Percentage Share with respect to Property Taxes, Operating Expenses, Insurance Expenses and Management Fees. In addition, the parties have agreed to amend the Lease to include a Tenant Improvement scope of work, and Tenant Broker representation and commission payment for the Lease extension period.

Therefore, in consideration of the recitals and mutual covenants contained herein, the parties hereby agree as follows:

Agreement

1. Lease Term. The Lease Term shall be extended for thirty-six (36) months through December 31, 2012.
2. Base Rent. Effective June 1, 2009, the Base Rent shall be as follows:

June 1, 2009 – May 31, 2010:	\$ 22,816.00/month
June 1, 2010 – May 31, 2011:	\$ 23,500.00/month
June 1, 2011 – May 31, 2012:	\$ 24,205.00/month
June 1, 2012 – December, 2012:	\$ 24,932.00/month

Concessions. Effective June 1, 2009, and so long as Tenant is not in Default of any monetary obligations to Landlord under the Lease, Landlord and Tenant mutually agree that Landlord shall reduce Tenant's Current Base Rent by \$10,102.02 per month through and including December 31, 2009 up to the amount of \$70,714.14 ("Base Rent Concessions"). If however, an Event of Default of any monetary obligation due to Landlord under the Lease occurs at any time during the Lease Term, Tenant's right to any Base Rent Concession shall become null and void and Tenant shall, within 10 days of written demand, immediately pay Landlord an amount equal to the total Base Rent Concessions taken by Tenant.

4. Operating Expenses. Effective January 1, 2010, Paragraphs 1.08 and 4.01 of the Lease are replaced with the following: "In addition to the Base Rent required to be paid under the Lease, Tenant shall also pay as Additional Rent, Tenant's Proportionate Share of the Building as applicable), as defined in the Lease, of Operating Expenses (defined below) in the manner set forth below. Landlord and Tenant acknowledge that if the number of buildings which constitute the Project increases or decreases, or if physical changes are made to the Premises, Building and/or Project or the configuration of any thereof, Landlord may at its discretion reasonably adjust Tenant's Proportionate Share of the Building and/or Project to reflect the change. Landlord's determination of Tenant's Proportionate Share of the Building and/or Project shall be conclusive absent manifest error. "Operating Expenses" shall mean all expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay, because of or in connection with the ownership, management (including but not limited to a commercially reasonable management fee), maintenance, repair, preservation, replacement and operation of the Building and/or Project and its supporting facilities and such additional facilities now and in subsequent years as may be determined by Landlord to be necessary or desirable to the Building and/or Project (as determined in a reasonable manner) other than those expenses and costs which are specifically attributable to Tenant or which are expressly made the financial responsibility of Landlord or specific tenants of the Building or Project pursuant to this Lease.

Landlord agrees that effective January 1, 2010 Tenant's Proportionate Share of First Year Estimated Operating Expenses set forth on this proposal shall not be merely an estimate, but shall be the stated sum of \$7,688.00 per month calculated as (\$0.155) per Premises square foot per month. Commencing on the first anniversary of the Lease Commencement Date and continuing for the balance of the Lease Term, Landlord agrees that Landlord-controllable Operating Expenses shall not increase by more than three percent (3%) over the previous year. Operating expenses that are deemed outside Landlord's control and not subject to this annual limitation are taxes, utilities and insurance."

5. Tenant Improvements.

- (A) Landlord shall contract directly with a contractor for the Tenant Improvements and shall commence "Landlord's Work" referenced in paragraph 5. A (I) through (VIII) below subject to and contingent upon Tenant's removal of all furniture and equipment from the office area and the portion of the warehouse area where work will be performed. In addition, Tenant shall dedicate a Tenant Representative, who shall be responsible for allowing the Landlord's contractor and Landlord Representative access to the Premises to perform the "Landlord's Work":

- (I) Replace existing carpet with new carpet
- (II) Re-paint the office area and kitchen
- (III) Replace the kitchen sink and faucet
- (IV) Replace the kitchen vct flooring, to include the entry way and two (2) small bathrooms
- (V) Install new Landlord standard finish tile square in one of the

- private offices
- (VI) Strip clean and wax (heavy duty) all other offices including the reception area
- (VII) Create new entry door in Tenant's shipping department area
- (VIII) Remove a wall in the office separating the pre-press area and customer service area in the office.

The Tenant Improvements shall be constructed in accordance with Landlord's standard specifications and building materials.

- (B) Upon Tenant meeting the terms and conditions referenced in Paragraph 5. (A) above, Landlord shall engage the services of a general contractor to perform the "Landlord's Work". Landlord will provide in-house Project Management services for the duration of the "Landlord's Work", referenced above. Tenant shall be permitted to select both carpet and paint color/s which shall be a part of Landlord's standard specifications and building materials.
- (C) Tenant shall be responsible for delays and additional costs in completion of the "Landlord's Work" or by delays caused by Tenant's requests for special materials that require a lead-time for delivery. If Tenant desires any changes to the "Landlord's Work", Tenant shall first submit a written request to Landlord's Representative and Project Manager, together with all information necessary to show and explain changes from the approved Tenant Improvement plans. Landlord's Project Manager shall notify Tenant in writing of the amount, if any, Landlord will charge to Tenant for any such change.

Any improvements above the agreed upon amount shall be paid by the Landlord and charged to Tenant and shall be deemed to be additional rent. The improvements shall be in accordance to Landlord's standard specifications and building materials.

6. Option to Renew. So long as Tenant has not assigned its interest under the Lease, including an assignment with Landlord's consent, and Tenant is not in default at the time of the exercise and no default arises between that time and the expiration of the then current Lease Term, Tenant, but not an assignee or successor of Tenant, shall have two (2) consecutive twelve (12) month options to extend the duration of the Lease (each an "Option Term"). During the Option Term, if any, all of the other provisions of the Lease shall remain in effect except the Base Rent shall be subject to an adjustment to a fair market rent as agreed upon by both parties, but in no event less than four percent (4%) or higher than six percent (6%) annual adjustment above the amount in effect during the last year of the then current Lease primary Term. Tenant shall exercise the option by giving written notice to Landlord not more than six (6) months or less than four (4) months prior to the expiration of the then current Lease Term.

7. **Broker.** Landlord and Tenant each warrant that they have dealt with no real estate broker in connection with this transaction with the exception of Greg Tassi, CB Richard Ellis located at 3993 Howard Hughes Parkway Suite 700, Las Vegas, NV 89169 who represented Tenant.

Landlord shall pay a four percent (4%) commission to Tenant's broker per a separate agreement. The commission to be paid is based on the Lease extension period which is effective January 1, 2010 through December 31, 2012. Landlord and Tenant each agree to hold the other harmless from and against any and all damages, costs and expenses resulting from any claim(s) for a brokerage commission or finder's fee that may be asserted against either of them by any broker or finder other than those named above with whom the other has dealt.

8. **Confidentiality.** Tenant and its employees, agents and brokers shall keep confidential all matters concerning the terms of this Amendment and the negotiations which led to it and shall not disclose the fact or substance of the negotiations or the terms to anyone without the prior written consent of the Landlord. Notwithstanding the foregoing, the provisions and preceding negotiations may be revealed to Tenant's accountants, attorneys and lenders so long as each such recipient is advised of the necessity for them to also maintain the confidentiality of the information. If any third party demands entitlement to the benefit of similar terms or conditions on the basis that Tenant received such treatment, it will be deemed to be the result of a violation of this confidentiality requirement by Tenant and such violation shall constitute an event of Default under the Lease.

All capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Lease. Except as modified by this Amendment, all other terms and conditions of the Lease shall be unchanged and remain in full force and effect.

THE SUBMISSION OF THIS LEASE AMENDMENT FOR EXAMINATION AND NEGOTIATION DOES NOT CONSTITUTE AN OFFER TO LEASE OR A RESERVATION OF OR OPTION FOR THE PREMISES. THIS DOCUMENT AND THE OBLIGATIONS HEREUNDER SHALL BECOME EFFECTIVE AND BINDING ON THE PARTIES ONLY UPON APPROVAL BY LANDLORD'S LENDER AND EXECUTION AND DELIVERY OF THIS LEASE AMENDMENT BY TENANT AND BY LANDLORD.

Landlord
SN Investment Properties, LLC,
a Delaware limited liability company

By: Harsch Investment Properties
Management, LLC, its Manager

By: 

Title: 

Tenant
National Las Vegas, Inc.,
a Nevada corporation

By: 

Title: CEO