

FIFTH AMENDMENT TO LEASE

This Fourth Amendment to Lease is dated for reference purposes only as July 2, 2012, between SN Investment Properties, LLC, a Delaware limited liability company successor in interest to RMS Limited Partnership, a Nevada limited partnership, ("Landlord") and National Las Vegas, Inc., a Nevada Corporation ("Tenant").

RECITALS

- A. Landlord and Tenant are parties to that certain Lease dated November 2, 1995, as amended on October 12th, 2000, December 28th, 2005, and May 27th, 2009, May 30, 2012 (the "Lease") for the Premises located at 4545 West Diablo Drive, Suites A, B, & C, Las Vegas, Nevada 89118, consisting of approximately 49,600 square feet within Building E (the "Premises").
- B. Landlord and Tenant now wish to further amend the Lease to identify Exhibits A (Premises/Project), Exhibit A-1 (Current Floor Plan), Exhibit D (Tenant Improvement Agreement).

TERMS AND CONDITIONS

Therefore, in consideration of the foregoing recitals incorporated by this reference and the mutual covenants contained herein, the parties hereby agree as follows:

Tenant Improvements. Landlord shall contract directly with a contractor for the Tenant Improvements to build out one (1) 600 square foot conference room and one (1) women's restroom as referenced in Exhibit D (Tenant Improvements). Tenant Improvements shall be constructed of in accordance with Landlord's standard specifications and building materials. Any other improvements shall be at tenant's sole cost. Exhibits attached.

Execution. Tenant shall have five (5) business days after receipt of this Fifth Amendment to Lease to execute and return the document to Landlord for this Amendment to be effective.

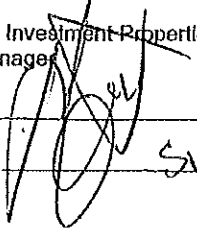
All capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Lease. Except as modified by this Amendment, all other terms and conditions of the Lease shall be unchanged and remain in full force and effect.

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 EXECUTION AND DELIVERY OF THIS LEASE AMENDMENT BY TENANT AND BY LANDLORD.

Landlord

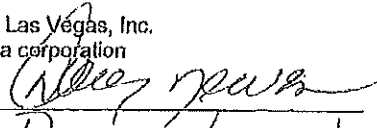
SN Investment Properties, LLC,
a Delaware limited liability company

By: Harsch Investment Properties Management, LLC,
Its Manager

By: 
Title: SVP - Reg. mgr

Tenant

National Las Vegas, Inc.,
a Nevada corporation

By: 
Name: Doug Newson
Title: President

2. Cost of Tenant Improvements.

Tenant will be responsible for any costs above standard finish. Furthermore, any additional tenant improvements shall be at the sole cost of the tenant and must be submitted in writing to landlord for approval.

All Landlords' work shall be done in conformity with a valid building permit when required, and in any case, all such work shall be performed in accordance with all applicable governmental regulations and all safety regulations applicable to the Premises and shall be subject to time extensions.

3. The Tenant agrees that during the construction period of the Tenant Improvements that Tenant will accommodate Landlord's contractor and it's subcontractors to complete the TI's as outlined in this Exhibit D herein. If for any reason the contractor or subcontractors cannot gain access to the suite to perform the Tenant Improvement work, Landlord will not be held responsible for any delay in construction. Tenant will use its best effort to accommodate the ongoing construction of the Tenant Improvements and have available, if necessary, an appropriate tenant representative to help coordinate access to Premises.

Tenant:

National Las Vegas, Inc., a Nevada Corporation

Signature: _____

Print Name: _____

Title: _____

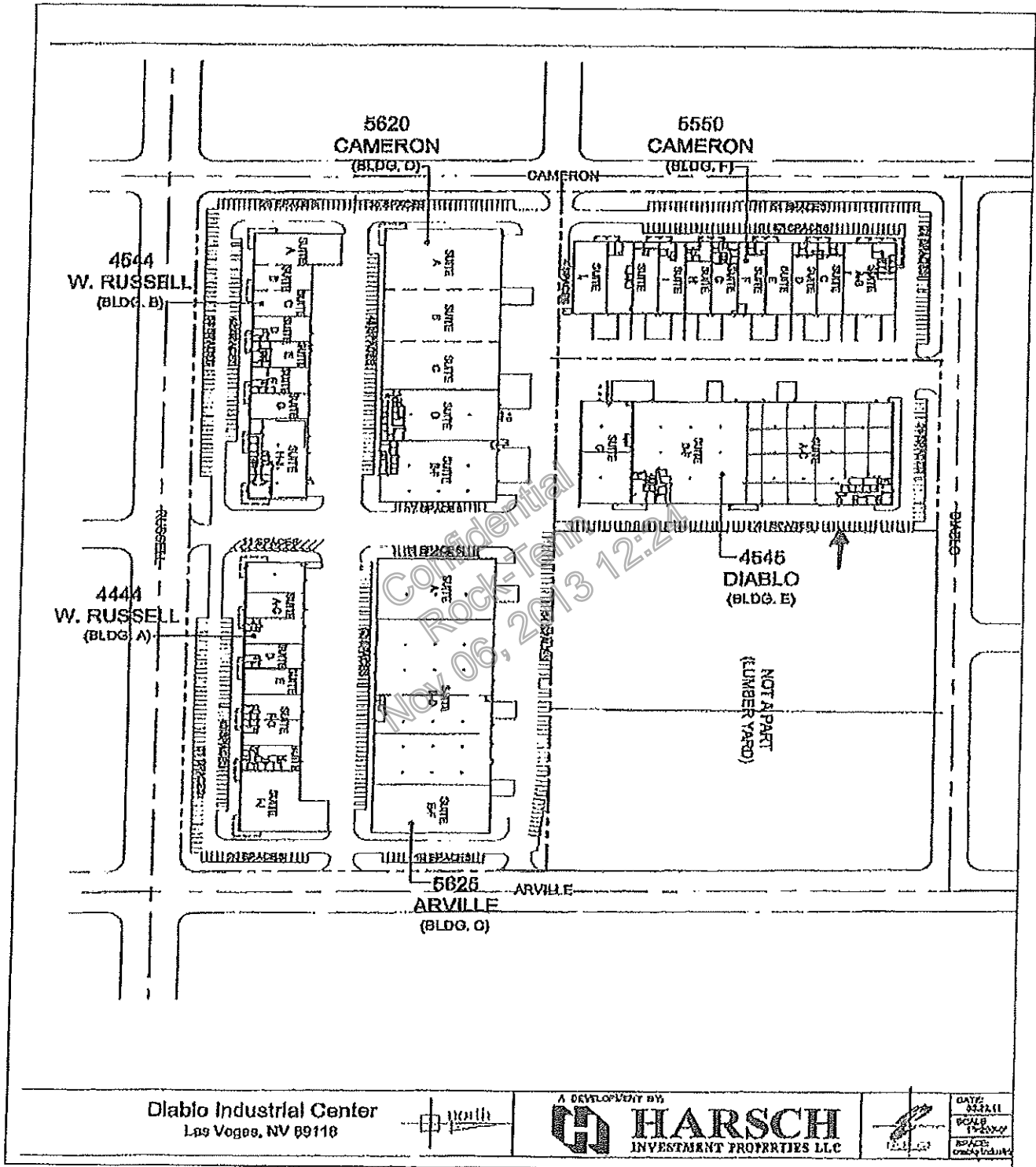
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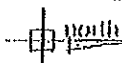
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EXHIBIT A
PREMISES/PROJECT

DIABLO INDUSTRIAL CENTER



Diablo Industrial Center
Las Vegas, NV 89118



A DEVELOPMENT BY
HARSCH
INVESTMENT PROPERTIES LLC



DATE: 03/21/11
SCALE: 1"=40'
NOTES: See drawing

EXHIBIT A-1
4545 Diablo Drive, Suites A, B, C
Current Floor Plan
DIABLO INDUSTRIAL CENTER

CODE ANALYSIS

2011 International Building Code

2011 International Building Code

2011 International Building Code

2011 International Building Code

2011 International Building Code

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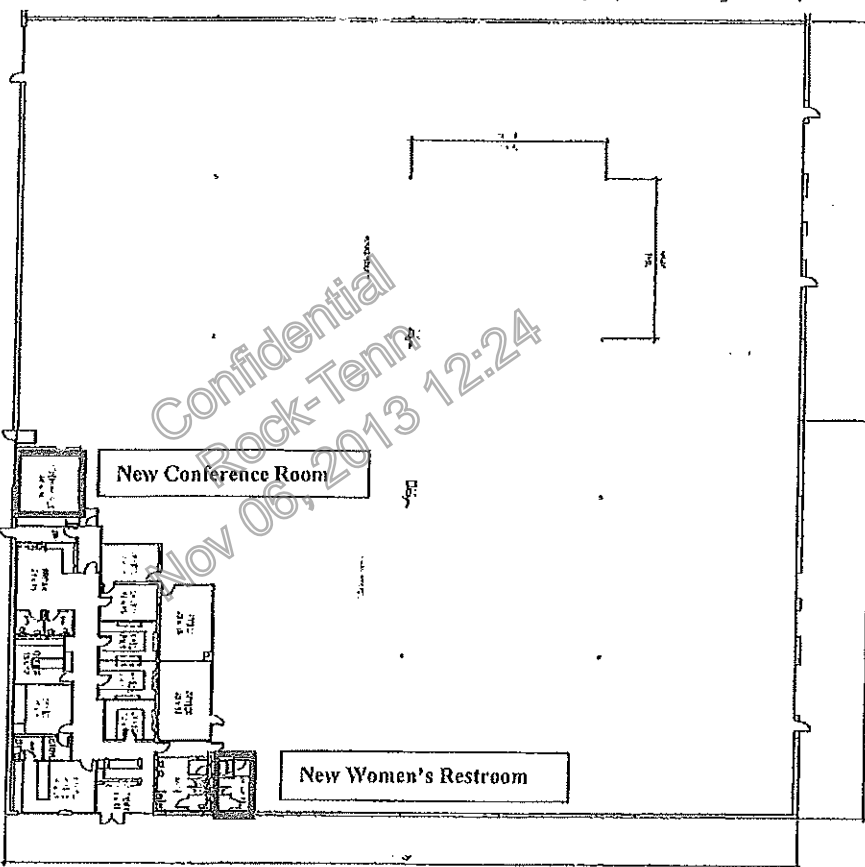
2011 International Building Code

2011 International Building Code

2011 International Building Code

2011 International Building Code

2011 International Building Code



APPROVED:

DATE:

SUITES A-C option 2

4545 Diablo Drive
 Las Vegas, NV 89118



DATE: 3/25/12
 SCALE: 1/8" = 1'-0"
 SPACE: Suite A-C

- ATTENTION:**
- ☐ 1. SEE PLAN FOR
 - ☐ 2. SEE PLAN FOR
 - ☐ 3. SEE PLAN FOR
 - ☐ 4. SEE PLAN FOR
 - ☐ 5. SEE PLAN FOR

- NOTES:**
1. SEE PLAN FOR
 2. SEE PLAN FOR
 3. SEE PLAN FOR
 4. SEE PLAN FOR
 5. SEE PLAN FOR

EXHIBIT D

Tenant Improvement Agreement DIABLO INDUSTRIAL CENTER Work to be Performed by Landlord - Permit

Tenant: National Las Vegas, Inc.

Address of Tenant: 4545 West Diablo Drive, Suites A, B, & C, Las Vegas, Nevada, 89118

This Tenant Improvement Agreement is made a part of the Lease Agreement dated November 2, 1995 (the "Lease") between Harsch Investment Properties – Nevada, LLC ("Landlord") and ("Tenant"). Landlord has leased to Tenant and Tenant has leased from Landlord, the premises commonly known as Diablo Industrial Center (the premises). This Exhibit "D" sets forth the Agreement of Landlord and Tenant with respect to certain tenant improvements that are to be made to the Premises. This Exhibit "D" provides the terms and conditions under which Landlord and Tenant shall cause the Premises to be improved for Tenant's occupancy under the Lease.

1. Tenant Improvements.

1.1. Scope of Work. Landlord shall construct improvements to the Premises (the "Tenant Improvements") including but not limited to:

1.1.1. Construction of improvements identified on the Space Plan attached hereto as Exhibit D-1. The parties acknowledge that Landlord and Tenant have approved the Space Plan. These improvements shall include:

1.1.1.1. Landlord, at Landlord's sole cost and expense, shall provide approximately one (1) 600 sf. conference room and one (1) women's restroom. All Tenant Improvements shall be constructed of Landlord's standard building materials. Otherwise, Premises shall be delivered to Tenant in "As-Is" condition. Any additional Tenant Improvements shall be at the sole cost of the Tenant and only permissible with prior written consent by Landlord.

1.1.1.2. Tenant shall designate one or more representatives who shall be available throughout the process of design and construction of the Tenant Improvements, for onsite and telephone consultations and decisions as necessary. Tenant's designated representatives shall have the authority to bind Tenant as to all matters relating to the Tenant Improvements.

1.2. Construction. Landlord shall engage the services of a General Contractor to construct the Tenant Improvements. The Landlord will provide in-house Project Management services for the duration of the Tenant Improvements.

1.2.1. Tenant shall be responsible for delays and additional costs in completion of the design and construction of the Tenant Improvements caused by its changes to the Tenant Improvement Plans or by delays caused by Tenant's special materials that require a long lead-time for delivery.

1.2.2. If Tenant desires any change to the Tenant Improvements, Tenant shall submit a written request for such change to Landlord's Project Manager, together with all information necessary to show and explain changes from the approved Tenant Improvement Plans. Any such change shall be subject to Landlord's approval, which approval shall not be unreasonably withheld. Landlord's Project Manager shall notify Tenant in writing of the amount, if any, Landlord will charge or credit to Tenant for such change.

1.3. Cost. The cost to design, permit and construct the Tenant Improvements shall be paid by Landlord.

1.4.2. Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, and expenses (including without limitation attorneys' fees) arising out of or in any way related to the activities of Tenant's contractors and their subcontractors in the Premises or on the Property. Without limiting the generality of the foregoing, Tenant shall promptly reimburse Landlord upon demand for any extra expense incurred by the Landlord as a result of faulty work performed by Tenant's contractors, any delays caused by such work, or inadequate clean-up of such work.

1.4.3. Tenant and its contractors shall comply with the following requirements that shall be applicable to any work to be performed on the Premises by Tenant or its contractors:

1.4.3.1 All such work shall proceed only upon Landlord's written approval of the public liability and property damage insurance carried by Tenant's contractors and subcontractors. Tenant shall

supply Landlord with the name, address, and emergency telephone number for Tenant's contractors and all subcontractors retained by Tenant's contractors.

- 1.4.3.2 All such work shall be done in conformity with a valid building permit when required, a copy of which shall be furnished to Landlord before such work is commenced, and in any case, all such work shall be performed in accordance with all applicable governmental regulations and all applicable safety regulations applicable to the Premises. Notwithstanding any failure by Landlord to object to any such work,

Landlord shall have no responsibility for Tenant's failure to comply with all applicable governmental regulations.

- 1.4.3.2.1.1 All such work shall be scheduled through Landlord's Project Manager and shall be performed in a manner and at times which do not impede or delay any work on the Premises being performed by Landlord's contractor. During any period in which Landlord and Tenant are simultaneously occupying and/or performing work in the Premises, Landlord's Project Manager shall be authorized to resolve any conflict as to scheduling, access or the like.

- 1.4.3.2.1.2 Tenant and its contractors shall store materials only in areas designated and approved by the Landlord's Project Manager from time to time. All trash and surplus construction materials shall be promptly removed from the Property.

1. A. The commencement of "Landlord's Work" referenced in paragraph 1- A (a) through (e) below shall be contingent on the execution of this Fifth Amendment and subject to the removal of all tenant's equipment from the portion of the office and/or warehouse areas 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":

Current Premises consists of approximately 49,600 square feet as shown on the attached Exhibit A (Premises Floor Plan). Landlord and Tenant have mutually agreed on the construction of improvements during occupancy by Tenant as illustrated in attached Exhibit A-1 (Approved Floor Plan). The improvements shall be as follows:

- (a) Landlord shall construct one (1) new 600 sf conference room as illustrated attached Exhibit A-1 (Approved Floor Plan) which shall consist of a 2x4 lay in grid ceiling, code complaint lighting, sprinklers and HVAC distribution utilizing existing units on roof.
 - (b) Install Harsh standard 26oz glue down no pad carpet and carpet base for the new conference room. Colors to be determined prior to commencement of the work.
 - (c) Paint new conference room. Color for the office areas shall be within the Harsch standards and shall be determined prior to commencement of the work.
 - (d) Install one (1) ADA code compliant women's restroom. Restroom to include Landlord's standard finishes to include 4' high FRP wainscot in white, VCT flooring, rubber cove base, paper towel/tissue dispenser, sink, toilet ADA grab bars and mirror..
 - (e) Provide final clean.
- B. Upon Tenant meeting the terms and conditions referenced in Paragraph 1. (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. During any period in which Landlord and Tenant desire access to the Premises to do work, Landlord's construction supervisor shall resolve any conflicts as to scheduling, access or the like.
- C. 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.
- D. Tenant Improvements shall be constructed in accordance with Landlord's standard specifications and building materials. 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.

2. Cost of Tenant Improvements.

Tenant will be responsible for any costs above standard finish. Furthermore, any additional tenant improvements shall be at the sole cost of the tenant and must be submitted in writing to landlord for approval.

All Landlords' work shall be done in conformity with a valid building permit when required, and in any case, all such work shall be performed in accordance with all applicable governmental regulations and all safety regulations applicable to the Premises and shall be subject to time extensions.

3. The Tenant agrees that during the construction period of the Tenant Improvements that Tenant will accommodate Landlord's contractor and it's subcontractors to complete the TI's as outlined in this Exhibit D herein. If for any reason the contractor or subcontractors cannot gain access to the suite to perform the Tenant Improvement work, Landlord will not be held responsible for any delay in construction. Tenant will use its best effort to accommodate the ongoing construction of the Tenant Improvements and have available, if necessary, an appropriate tenant representative to help coordinate access to Premises.

Tenant:

National Las Vegas, Inc., a Nevada Corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

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