

Ground Lease Agreement

THIS LEASE AGREEMENT IS entered into on April 15, 2010 by and between Nassiri Living Trust, Fred Nassiri Trustee (Landlord) and Las Vegas Paving Corporation, a Nevada Corporation, (Tenant).

Tenant hereby agrees to lease from Landlord, and Landlord hereby agrees to lease to Tenant the Property as described below situated in, Clark County, Nevada, according to the following terms and conditions:

PROPERTY: The Tenant will utilize a Fourteen and 81/100 (14.81) acre portion of the Property known as APN# 177-08-803-013 area outlined in Red on Attachment "A" (the Site). Tenant will additionally utilize a portion of the paved access road along referenced APN# for Ingress / Egress to Las Vegas Boulevard. (Tenant agrees to fence the Property to confine use area).

USE: Tenant will occupy the site for the purpose of storing and staging equipment and/ or materials for the project known as I-15 South Corridor Improvements (the Project).

TERM of LEASE: The term of the lease shall be for 24 months.

LEASE TERMINATION: This lease may be terminated by either party upon sixty day (60) written notice by the terminating party to the other party.

SECURITY DEPOSIT: Tenant shall deposit with Landlord upon execution of this lease a security deposit in the amount of Ten Thousand Dollars (\$10,000). The security deposit may not be used for or applied to rent payment. Landlord shall return security deposit, less any damages, 30 days after final Property turn over Tenant move-out.

MONTHLY RENT: Tenant agrees to pay monthly rent in the amount of Ten Thousand Dollars (\$10,000) per month. Monthly rent shall be due and payable in advance on or before the 5th day of each month. A late charge of eight percent (8%) of the monthly rent shall be assessed for rent payments received after the 6th day of the month plus interest shall accrue on all amounts due at 10% until paid.

PAYMENT ADDRESS: All deposits and rent payments shall be made payable to and shall be mailed or delivered to the following address: Nassiri Living Trust - 6590 Bermuda Road - Las Vegas, NV 89119.

TENANT ADDRESS: Las Vegas Paving - 3920 West Hacienda Ave. - Las Vegas, NV 89118.

LANDLORD IMPROVEMENTS: Landlord shall deliver the Property in an "As Is" condition. Unfenced raw land with no utilities. (Landlord and Tenant agree Tenant at no cost to Landlord will remove west end of property mound of dirt previously known as Old Blue Diamond Road access ramp).

SUBLETTING: None

CONDITIONS:

A) **Indemnity:** The Tenant agrees to release, defend, indemnify and hold harmless the Landlord from and against any claims and demands for losses or damages from the Tenants use of the Property (including claims for property damage, personal injury or wrongful death) by the Tenant or by persons acting under the authority of the Tenant, arising from or growing out of any willful act or negligence of the Tenant in connection with their use or occupancy of the Property including any Tenant use of Property noted by

APN's in Attachment "B". Tenant, as a material part of the consideration to Landlord, hereby assumes all risk or damage to the Property or injury to persons, in, upon or about the Property arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord and indemnifies Landlord for the same.

B) **Property Turn Over:** Tenant will remove all personal property and surrender the Property in its original safe condition and as good condition as when received, including any roads and be responsible for any damage resulting from the use of the Property.

C) **Dust Control:** Tenant will be responsible for all dust control and permits, and will be responsible for indemnifying Landlord for any and all fines or sanctions against the Property as a result of Tenant's use and after final use the Tenant will provide the necessary measures including watering the site or emergent chemical treatment to control future dust emissions.

D) **Responsibility:** Tenant will refrain from doing anything on the Property which could harm the Property including refraining from anything which could create hazardous substances on the Property and Tenant agrees to indemnify and be responsible for any damage to the property including any hazardous substances caused by Tenant and shall immediately take steps to remediate any problem to the Property caused by Tenant or required by governmental entities.

DEFAULTS AND REMEDIES:

The occurrence of any of the following events shall constitute a default of this Lease by Tenant:

- a) The failure by Tenant to make any payments required by this Lease, where such failure shall continue for 5 days after written notice of such has been given from Landlord to Tenant;
- b) The failure by Tenant to observe or perform any of the terms and conditions required by this Lease, where such failure shall continue for 5 days after written notice of such has been given from Landlord to Tenant.

In the event of default by Tenant, Landlord may, without further notice and at any time thereafter:

- a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of Property to Landlord. In such case, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including all rent, charges or fees paid in connection with this Lease.
- b) Pursue any other remedy now or hereafter available to Landlord under the law.
- c) 30 days after the Landlord delivers notice to Tenant to remove all personal or professional Property, Landlord shall be entitled to dispose of any such personal or professional Property after default without further notice or approval of Tenant.

INSURANCE: The Tenant shall provide, carry and maintain at its own expense, comprehensive general liability insurance, including contingent liability, contractual liability and products and completed operations liability, covering all activities conducted on the Landlord's Property by the Tenant. The limits of liability shall be not less than: Bodily Injury and Property Damage Liability - \$5,000,000.00 each occurrence; and Personal Injury Liability - \$5,000,000.00 each occurrence. If the policy is written on a "claims made" form, it shall provide for an extended reporting period of not less than one (1) year. The Landlord shall be included as additional insured on all of the Tenant's insurance policies required herein. All policies shall provide for prior notice of material change in coverage, cancellation, or non-renewal and coverage shall be primary and not excess or contributory to any similar coverage carried by the Landlord or any other additional insured. The Tenant will furnish the Landlord with certificates of insurance evidencing the above insurance coverage.

ORDINANCES & STATUTES: Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Property, occasioned by or affecting the use thereof by Tenant.

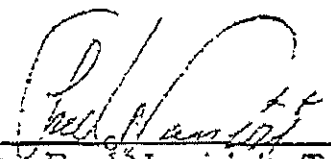
GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The language in all parts of this Agreement shall be construed under the laws of the State of Nevada according to its normal and usual meaning.

ATTORNEYS FEES: In the event of any litigation or other proceedings between the parties concerning this Agreement or the Property, the prevailing party shall be entitled to the payment by the non-prevailing party of all of its reasonable attorneys' fees, court costs, and litigation expenses.

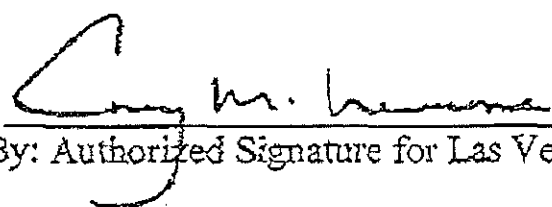
ENTIRE AGREEMENT: This Agreement, constitutes the entire agreement between Landlord and Tenant concerning the use of the Property, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

In witness whereof, the parties have caused this lease to be duly executed by as of the dates written above.

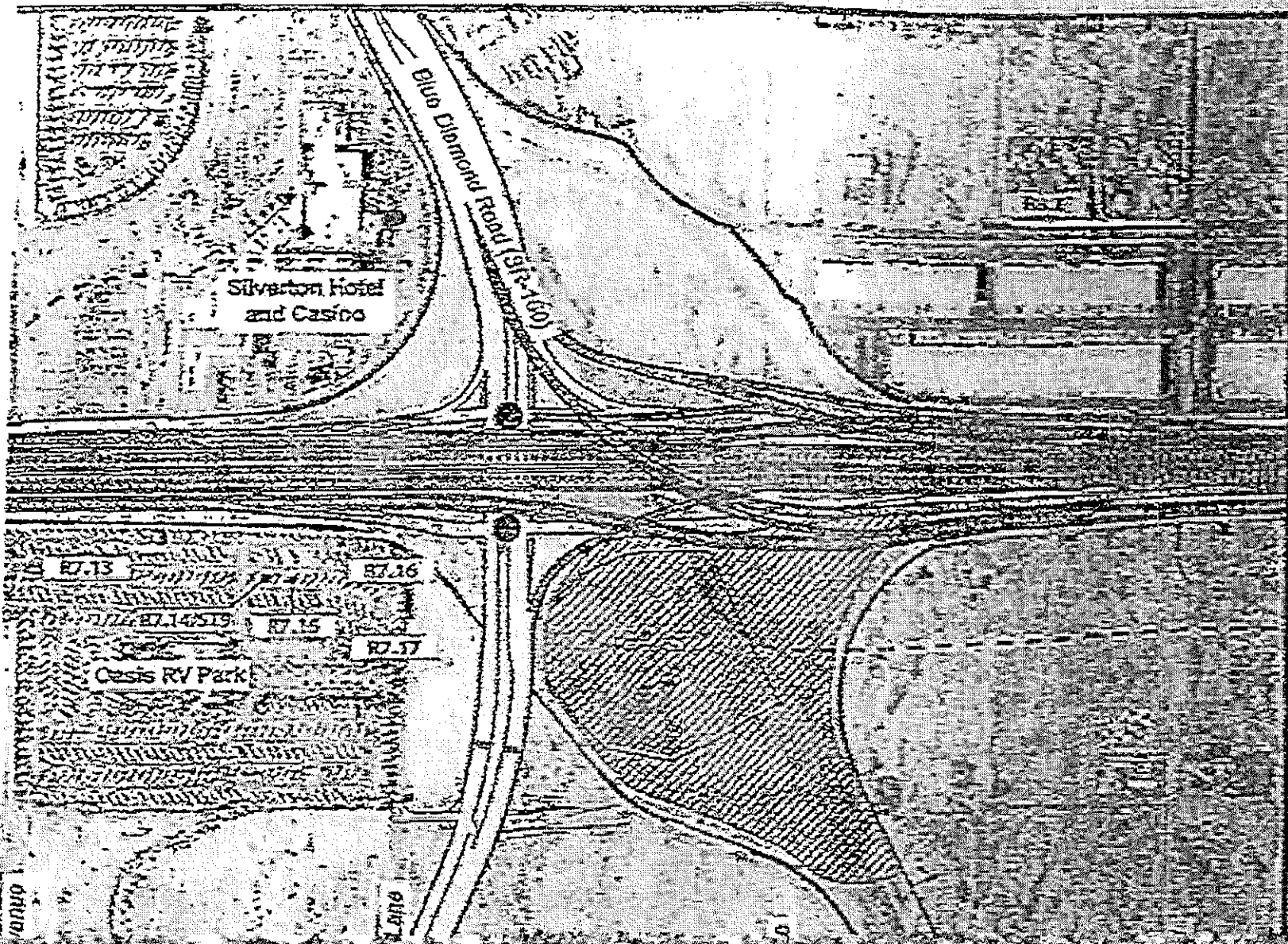
Agreed and Accepted
Landlord,
Nassiri Living Trust


By: Fred Nassiri, its Trustee

Agreed and Accepted
Tenant,
Las Vegas Paving

 4/7/10
By: Authorized Signature for Las Vegas Paving

Attachment "A"



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Clerk of Supreme Court

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Co-Counsel for the State of Nevada 6HQLRU 'HSXW\ \$WWRUQH\ *HQH
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Attorneys for the State of Nevada, on relation
to its Department of Transportation

/s/ Anna Diallo

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