

## PARKING LICENSE AGREEMENT

This Parking License Agreement (the "Agreement") is made and entered into this 16<sup>TH</sup> day of April, 2008 (hereinafter the "Effective Date"), by and between CITY PARKWAY IV A, a Nevada not-for-profit corporation, ("Licensor") and NEVADA READY MIX CORPORATION, a Delaware corporation ("Licensee").

### RECITALS

A. Licensor is the owner of certain real property (the "Property") commonly known as the northeast portion of APN 139-27-401-031, CITY PARKWAY IV A, located in the City of Las Vegas, State of Nevada,; and

B. Licensee desires to use a portion of the Property as depicted on the site map attached hereto as Exhibit "A" (the "Site") for certain purposes further described herein; and

C. Licensor is willing to allow Licensee to enter upon the Site subject to all terms and conditions of this Agreement.

NOW, THEREFORE, LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. **License.** Licensor agrees to permit Licensee to use the Site on an exclusive basis, and Licensee accepts the right to use the Site, upon and subject to the terms and conditions hereinafter set forth. This Agreement grants a license to use Site only and does not convey any interest in the Site whatsoever.

2. **Term and Duty to Pay Consideration.** The license granted in Section 1 shall commence on the Effective Date of this Agreement and shall continue for a period of eighty-four (84) months; with six (6) months notice to terminate pursuant to section 16 (Termination). While the term hereof will commence upon the Effective Date, Licensee's duty to pay the monthly consideration required pursuant to Paragraph 3, below, shall commence on the Rent Commencement Date (as that term is hereinafter defined). The "Rent Commencement Date" is hereby defined as the date upon which Licensee has received all such approvals, consents and permits from all applicable governmental agencies (including without limitation those enumerated in Section 12, below) as are necessary in order for Licensee to take possession of the Site and commence making improvements thereon, and Licensor actually allows Licensee to take possession of the Site. In the event any requirement is imposed by any government agency as a condition to receiving any necessary approval, permit or consent during the period from the Effective Date to prior to the Rent Commencement Date, which condition Licensee deems to be unduly burdensome in its sole discretion, Licensee shall have the right to terminate this Agreement, and the Term shall be deemed to have never commenced. Further, during the first thirty (30) days following the Effective Date, during which time Licensee continues to conduct its due diligence related to this license, Licensee shall have the right to terminate this license for any reason or no reason, and the Term shall be deemed to never have commenced.

3. **Consideration.** Following the Rent Commencement Date, and throughout the remainder of the Term, Licensee shall pay Seven Thousand Five Hundred Dollars (\$7,500.00) monthly, with annual increases based on any increase in the current Consumer Price Index (CPI) over the prior year for Urban Wage Earners and Clerical Workers – U.S. City Average to Licensor in equal monthly payments during

the term of the Agreement.

4. **Use of Site.** Licensee shall use the Site for the purpose of parking Licensee's employees' personal vehicles, and ready mix cement trucks, and all such parties are hereby granted the right to use the Site subject to this Agreement. Licensee shall materially comply with all government rules, regulations, ordinances, statutes and laws; all covenants, conditions and restrictions pertaining to the Site or the use thereof by Licensee and such other parties.

5. **Improvements.** Licensee and Licensor shall share equally the costs for all required improvements constructed for the Licensee's use on the Site, and Licensor's share of said costs shall be satisfied by Licensee withholding Licensor's share from the first monthly payment(s) due under this Agreement (pursuant to paragraph 3, above) until Licensor's share is fully satisfied. Any improvements constructed or installed shall have prior approval in writing by Licensor. Licensor's approval is at Licensor's sole but reasonable discretion. Licensee shall return the Site with all improvements at the conclusion of the Term of the Agreement to Licensor. Licensee shall be responsible for all fencing contracts including maintenance and removal.

6. **Taxes.** Licensee shall pay the real estate taxes and special assessments which are assessed against the Site during the term that are directly related to Licensee's site improvements or use of the Site.

7. **Dust Abatement.** Licensee will be required to apply and/or restore the dust palliative chemical, or other dust control method, prior, during and after use of the Site as required by Environmental Protection Agency, Clark County Health District and Department of Air Quality Control Management standards.

8. **Maintenance.** Licensee shall keep and maintain the Site in good order, condition and repair, keep the Site free from waste, claims and liens. Licensee shall protect any well heads that may exist on the Site and shall be responsible for repairing any damage to any well heads resulting from Licensee's use of the Site.

9. **Utilities.** If applicable, Licensee shall pay all charges for water, electricity, gas, garbage service, telephone and all other services or utilities supplied to the Site.

10. **Insurance.** Licensee shall, prior to entering upon the Site, at its sole cost and expense, procure and maintain in full force and effect insurance in the following forms and types and in amounts not less than the following:

- a. Broad Form Commercial                    \$2,000,000 per occurrence  
General Liability (to include  
Employer's Liability, bodily injury,  
Property damage and personal injury)
- b. Insurance required to be maintained by Licensee hereunder shall be in companies holding a "General policyholder's Rating" of A or better, as set forth in the most current issue of "Best's Insurance Guide." Licensee shall deliver to Licensor, prior to entering upon the Site, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of

coverage except after ninety (90) days prior written notice to Licensor. Licensee shall, within ninety (90) days prior to the expiration, cancellation or reduction of such policy, furnish Licensor with a renewal or "binder" thereof. Licensor shall be named as an additional insured on such policy.

- c. Licensee hereby agrees to defend, indemnify and save Licensor harmless from and against any and all liability, claims, damages, losses, costs and expenses (including, but not limited to reasonable attorneys fees) arising out of or in connection with the use or operation of the Site.

11. **Security.** Licensee shall be responsible for securing the Site including providing necessary security and lighting throughout the Term.

12. **Licenses, Permits.** Licensee agrees to obtain any required licenses or permits that may be required throughout the City of Las Vegas, Department of Public Works, Nevada Department of Transportation, and or Clark County Health District.

13. **Licensor's Right of Entry.** Licensor and its authorized agents and representatives may enter the Site at any time for any reasonable purpose provided that Licensor shall make reasonable efforts to minimize interference with Licensee's use of the Site as permitted by this Agreement.

14. **Assignment.** Licensee shall not assign, or otherwise encumber this License Agreement, in whole or in part. Licensor shall have the right to assign this Agreement, in whole or in part, subject to a written assignment mutually agreeable by the parties.

15. **Default by Licensee.** The following shall constitute an event of default by Licensee:

- a. Failure to perform, when required, any non-monetary obligation of Licensee hereunder within five (5) days after Licensee receives written notice thereof from Licensor.
- b. Failure to pay the consideration required in Section 3 within two (2) business days after Licensee receives written notice thereof from Licensor.

16. **Termination.** Either party may end the Term of this Agreement by giving the other party six (6) months notice to terminate. Upon such notice, Licensee shall immediately begin vacating the Site on a schedule that will guarantee the Site will be completely vacated and in the condition required by Sections 5, 6 and 7 herein, by such date of the termination. Licensee to submit total improvement costs within one hundred twenty (120) days from the Rent Commencement Date. In the event of termination of this Agreement, the remaining provisions of the Agreement shall remain in full force and effect until all duties and obligations of the Licensee are completed.

17. **Notices.** Any and all notices and demands by or from Licensor to Licensee, or by or from Licensee to Licensor required or desired to be given hereunder shall be in writing and validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served by registered or certified mail in

the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

To Licensor: City Parkway IV A  
Office of Business Development  
400 Stewart Avenue, 2<sup>nd</sup> Floor  
Las Vegas, NV 89101  
Attention: Douglas A. Selby, President

To Licensee: Nevada Ready Mix Corporation  
151 Cassia Way  
Henderson, NV 89014  
Attention: Darrell E. Thornton, President

With a courtesy copy to: William H. Stoddard  
Albright, Stoddard, Warnick & Albright  
801 S. Rancho Drive, Building D  
Las Vegas, NV 89106  
Fax: (702) 384-0605

18. **No Partnership.** Nothing contained in this Agreement, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee other than the relationship of Licensor and Licensee.

19. **Disclosure of Principals.** Pursuant to Resolution R-106-99 adopted by the Las Vegas City Council effective October 1, 1999, Licensee warrants that it has disclosed, on the form attached hereto as Exhibit "B" all principals, including, partners of Licensee, as well as all persons and entities holding more than 1% interest in Licensee and/or any principal of Licensee. Throughout the term hereof, Licensee shall notify Licensor in writing of any material change in the above disclosure within 15 days of any such change.

20. **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of the Agreement, nor in any way affect this Agreement.

21. **Governing Law.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

22. **Exhibits.** All Exhibits referred to above form a part of, and are incorporated in, this Agreement.

23. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this Agreement or in any

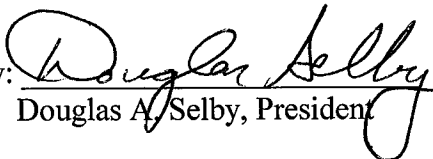
written, properly executed amendment to this Agreement shall be binding upon Licensor or Licensee as a warranty or otherwise.

24. **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument. This Agreement may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and effect as if this Agreement had been executed by the actual signature of any party.

25. **Indemnification.** Unless resulting from the gross negligence or willful misconduct of Licensor, Licensee shall indemnify and hold Licensor, its officers, directors, managers, employees and agents, the Site Area harmless from any and all claims, demands, causes of action, judgments, liabilities, losses, costs and expenses including attorneys' fees, liens, charges and encumbrances of any kind whatsoever in connection with, arising out of or by reason of the use of the Site by Licensee or in connection with any failure to comply with any provision of this Agreement, or in connection with, arising out of or by reason of any act, omission or negligence of Licensee while in, upon or in any way connected with the Site; or arising from any accident, injury or damage, howsoever caused, to any person or property whatsoever occurring upon, about or in any way connected with the Site. Licensee shall at its sole cost and expense, obtain the discharge and release of any lien, charge or encumbrance filed of record within fifteen (15) days after the filing of the same. Nothing contained herein shall prevent Licensor, at the cost and for the account of Licensee, from at anytime obtaining such discharge and release in the event Licensee shall fail or refuse to do so. Licensee's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be obtained by Licensee pursuant to the provisions of this Agreement to the extent such policies cover the results of negligent acts of Licensee or Licensor or their respective officers, affiliates, agents, contractors or employees, or the failure of Licensee to perform any of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.


CITY PARKWAY IV A

By:   
Douglas A. Selby, President

Approved as to form:

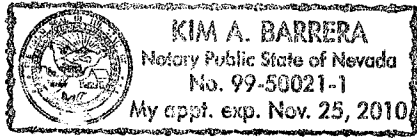
 3/31/08  
Date

NEVADA READY MIX CORPORATION

By:   
Darrell E. Thornton, President

STATE OF NEVADA       )  
                                  ) ss:  
COUNTY OF CLARK     )

On this 24 day of April, 2008, Douglas A. Selby before me personally appeared and executed the foregoing agreement on behalf of City Parkway IV A.

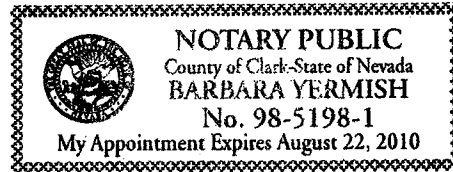


Kim A. Barrera  
NOTARY PUBLIC  
My commission expires: Nov. 25, 2010

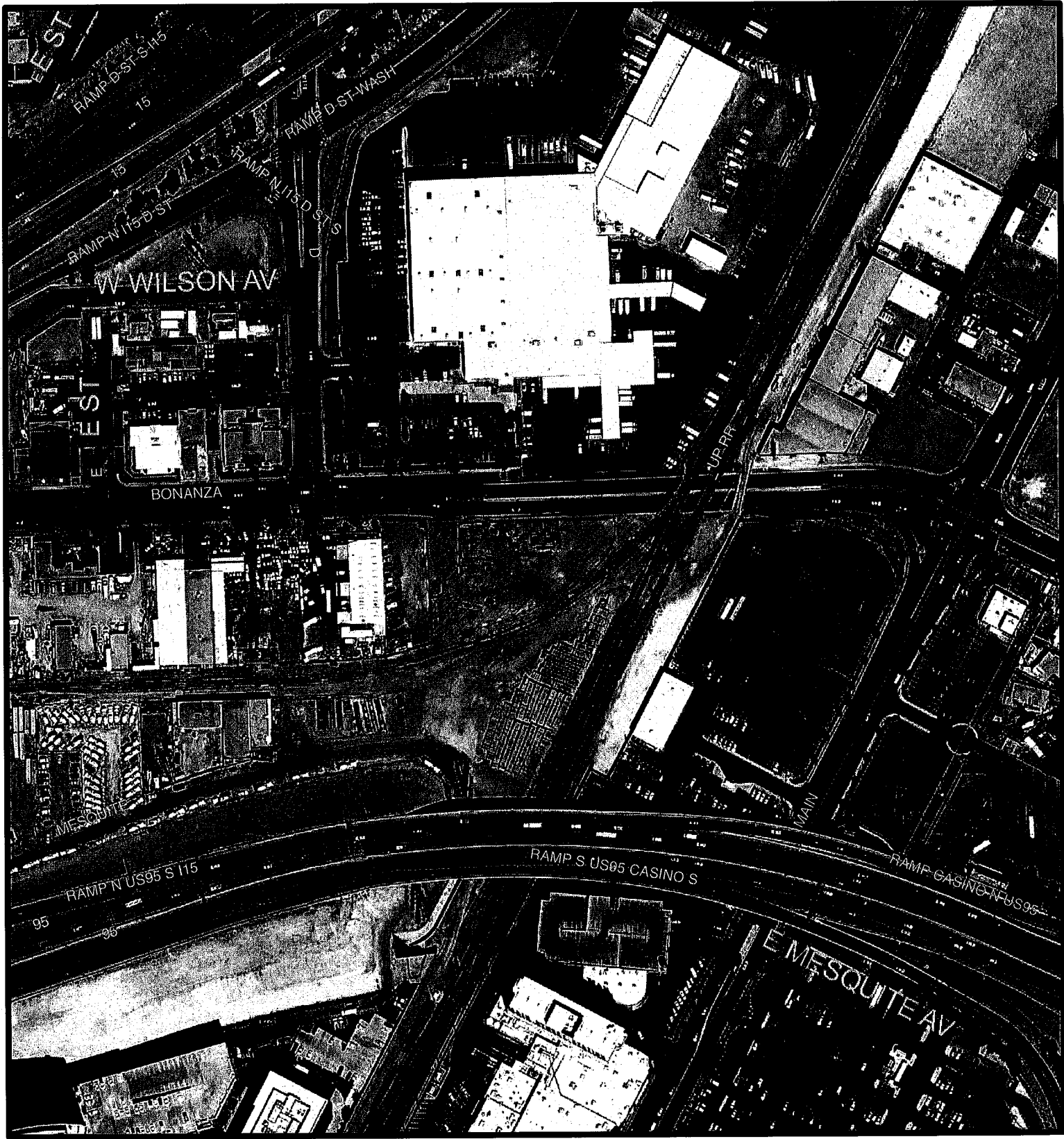
STATE OF NEVADA       )  
                                  ) ss:  
COUNTY OF CLARK     )

On this 28<sup>th</sup> day of MARCH, 2008, Darrell E. Thornton before me personally appeared and executed the foregoing agreement on behalf of Nevada Ready Mix Corporation.

Barbara Yermish  
NOTARY PUBLIC  
My commission expires: 8/22/10



# Exhibit A Site Map



## Legend

 NV Ready Mix

0 155 310 620 Feet

March 28, 2008



**EXHIBIT "B"**

**CERTIFICATE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

**3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

**4. Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

<b>Block 1</b>	<b><u>Contracting Entity</u></b>
<b>Name</b> <i>Nevada Ready Mix Corporation, a Delaware corporation</i>	
<b>Address</b> 151 Cassia Way Henderson, NV 89014	
<b>Telephone</b> 702-457-1115	
<b>EIN or DUNS</b> 33-0321512	

<b>Block 2</b>	<b><u>Description</u></b>
<b>Subject Matter of Contract/Agreement</b>	
<b>"Parking License Agreement" (to permit use by Nevada Ready Mix Corporation of a portion of APN 139-27-401-031 for parking ready mix concrete trucks and employee vehicles)</b>	
<b>RFP#</b>	

**Block 3****Type of Business**

Individual   
 Partnership   
 Limited Liability Company   
 Corporation   
 Trust   
 Other:

**EXHIBIT "B"**  
**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS**  
**(CONTINUED)**

**Block 4 Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	<b>FULL NAME/TITLE</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
1.	<b>MCC Development Corporation/Owner of 100% of stock of Nevada Ready Mix Corporation</b>	<b>151 Cassia Way Henderson, NV 89014</b>	<b>702-932-3900</b>
2.	<b>Darrell E. Thornton, President/Director</b>	<b>151 Cassia Way Henderson, NV 89014</b>	<b>702-457-1115</b>
3.	<b>Richard M. Thornton, Executive Vice President/Director</b>	<b>151 Cassia Way Henderson, NV 89014</b>	<b>702-457-1115</b>
4.	<b>Sei Kuroiwa, Secretary/Director</b>	<b>151 Cassia Way Henderson, NV 89014</b>	<b>702-457-1115</b>
5.	<b>Ken Ihara, Treasurer</b>	<b>151 Cassia Way Henderson, NV 89014</b>	<b>702-457-1115</b>
6.	<b>Kimball McCloud, Director</b>	<b>151 Cassia Way Henderson, NV 89014</b>	<b>702-457-1115</b>
7.	<b>Michael Jasberg, Director</b>	<b>151 Cassia Way Henderson, NV 89014</b>	<b>702-457-1115</b>
8.	<b>Koichi Murakama, Director</b>	<b>151 Cassia Way Henderson, NV 89014</b>	<b>702-457-1115</b>
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets:   0  .

**Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**


**N/A**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: \_\_\_\_\_

Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

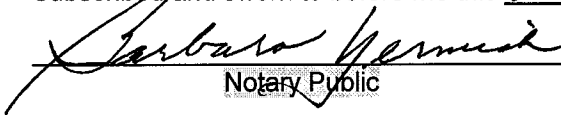
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

  
\_\_\_\_\_

Darrell E. Thornton, President

3-28-08  
Date

Subscribed and sworn to before me this 28<sup>th</sup> day of MARCH, 2008

  
\_\_\_\_\_  
Notary Public

