

EXTENSION AND AMENDMENT OF EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXTENSION AND AMENDMENT OF EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into as of the ~~19~~¹⁹ day of December, 2007, by and between CITY PARKWAY V, INC., a Nevada not-for-profit company ("CPV") and TAP PROPERTY HOLDINGS OF NEVADA, L.L.C., a North Carolina limited liability company (the "*Developer*"). CPV and Developer are individually and collectively referred to herein as ("*Party(ies)*").

WHEREAS, CPV and Developer have entered into that certain Exclusive Negotiation Agreement dated JUNE 20, 2007 (the "*ENA*") whereby Developer is undertaking a feasibility analysis of development of a medical office and hotel project (the "*Project*") on a parcel of property located within the real estate development owned by CPV and known as Union Park;

WHEREAS, the ENA had a Term of 180 days which expires on December 17, 2007 and the Parties mutually desire to extend the Term; and

WHEREAS, the parties desire to enter into this Agreement in order to set out the terms and conditions of the extension of the Term.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. Definitions. All capitalized terms contained herein which are not defined herein shall have the same meaning as set forth in the ENA.

2. Extension. The Parties agree that the Term of the ENA is hereby extended until May 7, 2008 ("*New Expiration Date*"). The Parties further agree that this Agreement shall be effective as of December 17, 2007 notwithstanding that its actual date of execution may be after December 17, 2007.

3. Deliverables and Timeline. The Parties agree that the following is a schedule and an estimated timeline of various tasks and items to be completed during the Term (the "*Deliverable Schedule*");

Deliverable	Date
Submission by Developer to CPV of a binding executed letter of intent with a tenant for at least 30,000 square feet of space in the medical office portion of the Project.	January 11, 2007
CPV shall submit to Developer initial drafts of the DDA (defined below) and related documents, including, without, limitation, the Project Environmental Management Agreement and the Declaration of Special Land use Restrictions (and an Owner's Participation Agreement if tax increment financing is granted to Developer).	January 14, 2008
Developer shall complete its environmental due diligence with respect to the Site and provide CPV with a written and final report on remediation and any other related costs, including a complete estimate of all remediation costs.	January 14, 2008
Developer shall provide its initial comments to CPV in connection with the DDA and related documents.	February 29, 2008
Developer shall submit to CPV and the Union Park Design Review Committee a block plan for the Project, including the medical office building, the hotel and the parking structure.	February 29, 2008
Developer shall submit to CPV and the City an application completed by CPV, along with an analysis of the necessity of, tax increment financing for the Project.	February 29, 2008
Developer shall complete and submit a hotel feasibility study to Newland for review on behalf of CPV.	February 29, 2008
Developer shall complete and submit a proforma summary to Newland for review on behalf of CPV.	February 29, 2008
Developer shall submit to Newland for	March 15, 2008

review on behalf of CPV a timeline for the development of the Project	
Developer shall submit to Newland for review on behalf of CPV, Developer's plan for the financing of the development and operation of the Project, including all third party loans and any sources of equity and partners.	April 1, 2008
Developer shall submit to CPV an executed letter of intent from hotel operator for the hotel portion of the Project.	April 1, 2008
Developer shall re-submit to the Union Park Design Review Committee the block plan for the Project incorporating the comments and revisions required by the Union Park Design Review Committee.	April 15, 2008
Submission by the Parties to City Clerk of the agreed upon DDA and related documents and the TIF Agreement if required (defined below) for review at the May 7, 2008 meeting of the City Council and the Agency.	April 25, 2008
Review of the DDA and related documents and the TIF Agreement if required by the City Council and the Agency.	May 7, 2008

Developer agrees that its undertaking to deliver its required submittals pursuant to the dates set forth in the Deliverable Schedule is a material consideration for CPV's entering into this Agreement and extending the Term. Developer therefore agrees that in the event Developer fails to submit the items on the dates required by the dates set forth in the Deliverable Schedule, then CPV shall have the right to terminate the ENA, as amended by this Agreement, as follows:

- (a) CPV shall give Developer written notice of the specific failure of Developer pursuant to the Deliverable Schedule;

- (b) Developer shall have a period of ten (10) days from the date of receipt of the notice referred to in (a) above to cure such failure; and
- (c) In the event, Developer fails to cure such failure within such ten (10) day period, CPV thereafter shall have the right at its option (as CPV's exclusive remedy) to terminate the ENA, as amended, upon written notice to Developer. In the event CPV so terminates the ENA as amended, CPV shall return the Deposit to Developer on the later of (i) twenty (20) days after the termination of the ENA as amended or (ii) the date that CPV is reasonably satisfied that Developer has complied with Section 5 of the ENA as amended, and that there are no outstanding matters covered by Developer's indemnity in Section 5(e) of the ENA, provided, however, that if CPV does not notify Developer within twenty (20) days after the termination of the ENA as amended, of any unsatisfied obligations pursuant to Section 5 of the ENA as amended, or any pending matters covered by Section 5(e) of the ENA as amended, CPV shall refund the Deposit in full. Upon such termination, the ENA as amended, as amended by this Agreement, shall be of no further force and effect and the Parties shall have no further rights or obligations to each other or in connection with the Site except as provided pursuant to Section 5 of the ENA as amended, or any pending matters covered by Section 5(e) ENA as amended, and Seller's obligation to return the Deposit as set forth in this paragraph (c).

4. Developer's Termination.

- (a) In the event Developer, at any time while complying with the Deliverable Schedule, makes a good faith determination that the proposed development of the Project is not feasible, then Developer shall give CPV written notice of the specific reasons for its determination at which time Developer shall have the right to terminate the ENA, as amended, with such termination becoming

effective ten (10) days after CPV's receipt of Developer's termination notice.

- (b) In the event Developer, while complying with the Deliverable Schedule, makes a request to CPV for information within the custody or control of either CPV or the City, which information includes, but is not limited to reports needed by Developer to complete any item on the Deliverable Schedule, the City or CPV shall provide such information within five (5) business days of receipt of such request, provided that CPV shall not be required to generate any additional reports or studies which would not be otherwise generated in the ordinary course of business of CPV or the City. In the event either the City or CPV fails to provide the requested information, then Developer shall give CPV written notice of the specific failure. CPV shall then have a period of ten (10) days from receipt of the notice to cure such failure. In the event CPV fails to cure such failure within such ten (10) day period, Developer shall have the right to terminate the ENA as amended.
- (c) In the event Developer so terminates the ENA as amended under either subsection 4.(a) or 4.(b) above, CPV shall return the Deposit to Developer on the later of (i) twenty (20) days after Developer's termination of the ENA as amended or (ii) the date that CPV is reasonably satisfied that Developer has complied with Section 5 of the ENA as amended as amended and that there are no outstanding matters covered by Developer's indemnity in Section 5(e) of the ENA as amended, provided, however, that if CPV does not notify Developer within twenty (20) days after Developer's termination of the ENA as amended of any unsatisfied obligations pursuant to Section 5 of the ENA as amended or any pending matters covered by Section 5(e) of the ENA, CPV shall refund the Deposit in full. Upon such termination, the ENA, as amended by this Agreement, shall be of no further force and effect and the Parties shall have no further

rights or obligations to each other or in connection with the Site except as provided pursuant to Section 5 of the ENA as amended or any pending matters covered by Section 5(e) ENA as amended and Seller's obligation to return the Deposit as set forth in this paragraph (c).

5. DDA. The Parties agree that they shall continue to negotiate the DDA with the intent that the DDA be in final form and mutually agreed for submittal to the City for review by the City Council pursuant to the timeline above. Developer agrees that CPV is not committing itself by the ENA as amended or this Agreement to undertake (a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development. This Agreement and the ENA do not constitute an agreement for disposition of the Site to Developer or the exercise of control over the Site by Developer. The execution of the ENA and this Agreement by CPV is merely an agreement to enter into a period of exclusive, good faith negotiations according to the terms hereof, reserving final discretion and approval by CPV as to any and all proceedings and decisions in connection therewith.

6. TIF. The Parties acknowledge that Developer will complete and submit to CPV an analysis of whether the Project requires in order to be financially feasible the use of so called tax increment financing whereby the City of Las Vegas Redevelopment Agency (the "Agency") agrees to pay to Developer a portion of the increase in the ad valorem real estate taxes generated against the Site and the project to be developed by Developer on the Site. Such analysis shall be submitted as set forth in the timeline above. In the event the Parties mutually agree at their respective sole discretion that tax increment financing in an agreed amount should be made available to the Project, Developer agrees to take all steps necessary prior to the New Expiration Date to make application to the Agency for tax increment financing for the agreed portion of the increase in ad valorem taxes and submit to the Agency an Owner Participation Agreement (the "TIF Agreement") in order for the Agency to consider to pay to Developer the

agreed amount of the increase in the ad valorem real estate taxes generated against the Site and the Project. Developer acknowledges and agrees that CPV cannot agree to any tax increment financing and cannot bind the Agency and that the approval of the tax increment financing and the TIF Agreement will be at the Agency's discretion.

7. Deposits. Developer has already deposited with CPV the Deposit in the amount of \$660,000.00 in the form of a letter of credit. The Deposit shall continue to be held pursuant to the terms and conditions of Section 8 of the ENA as amended, provided, however, that the expiration date of the letter of credit must be extended to no earlier than ninety (90) days after the New Expiration Date. In the event CPV and Developer enter into the DDA, (i) the Deposit shall be paid to CPV in cash and serve as earnest money under the DDA, (ii) the Deposit shall be nonrefundable in all events except for CPV's default under the DDA and (iii) the Deposit shall be applied to the Purchase Price of the Site.

8. CPV Assistance. Developer agrees and acknowledges that CPV has provided all assistance and cooperation required of CPV and that CPV has fulfilled all of its obligations under the ENA as amended and is otherwise in compliance with the ENA as amended.

9. Reports. Concurrently with the execution of this Agreement, Developer shall deliver to Newland, at the expense of Developer, copies of all nonproprietary reports and studies pertaining to the Site, including surveys and geotechnical and environmental reports and studies in undertaken by Developer in connection with its due diligence analysis of the Site.

10. Effect. Except as modified by this Agreement, the ENA remains in full force and effect in all respects. In the event of any conflict or inconsistency between the ENA and this Agreement, this Agreement shall control in all respects. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. This Agreement integrates all of the terms and conditions mentioned

herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

12. Captions. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

13. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

14. Time for CPV Acceptance. This Agreement has been submitted for review at the ~~Dec. 19th~~, 2007 meeting of the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by CPV ("*Effective Date*").

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CPV

CITY PARKWAY V, INC, a Nevada corporation

By: Douglas Selby
Douglas A Selby, President

ATTEST:

Steve Houchens

Steve Houchens, Title
Secretary

APPROVED AS TO FORM:

Michael [Signature]

Date: 12/7/07

DEVELOPER

TAP PROPERTY HOLDINGS OF NEVADA, L.L.C.,

a North Carolina limited liability company

By: [Signature] 12/19/07
Member

Title: _____

[Signature] 12/19/07
Member