

SECOND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

This SECOND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (this "Second Amendment") entered into this 20th day of February, 2008 ("Effective Date") by and between City Parkway V, Inc., a Nevada nonprofit corporation (hereinafter "CPV") and LiveWork, LLC, a Delaware Limited Liability Company in good standing with, and registered in, the State of Nevada ("Developer"), agree to amend the Exclusive Negotiation Agreement dated April 18, 2007 ("Original ENA") and executed by CPV and by Developer as set forth herein.

WHEREAS:

A. On April 18, 2007, CPV entered into the Original ENA with the Developer and Zoe Property, LLC to study the feasibility of developing property owned by CPV and property owned by the Developer and Zoe Property, LLC, whereby the Original ENA then was extended by mutual letter agreement until October 15, 2007; and

B. Since the execution of the Original ENA, Developer and Zoe Property, LLC have consolidated ownership of the "LiveWork Site" identified in the Original ENA by transferring property from Zoe Property, LLC to LiveWork, LLC; and

C. On October 3, 2007, CPV entered into the First Amendment to Exclusive Negotiation Agreement ("First Amendment") with Developer and with Zoe Property, LLC, whereby the City acknowledged and approved transfers of tenant-in-common interests from Developer to FC Vegas 39, LLC and to FC Vegas 20, LLC, and whereby the City approved an extension of the term of the Original ENA to February 29, 2008 (the Original ENA and First Amendment collectively referred to as the "ENA"); and

D. CPV is an affiliate of the City of Las Vegas, a municipal corporation of the state of Nevada; and

E. CPV and the Developer desire to amend the ENA to extend further its Term in order to continue negotiations for development of the LiveWork Site.

NOW, THEREFORE, for and in consideration of the mutual agreements which are hereinafter contained, the parties do hereby mutually agree to amend the ENA as follows:

1. Section 1 of the ENA is deleted in its entirety and is amended to read as follows:

“1. Term. The Term of this Agreement shall commence on the Effective Date and shall expire on 5:00 P.M. P.D.T., May 30, 2008 (“Term”).”

2. Section 2 of the ENA shall be amended by adding the following sentence at the end of the section:

“ CPV reserves the right to transfer and convey a certain portion of the Site to the City or another affiliate of the City without the approval of the Developer. CPV will notify Developer upon the recordation of the deed transferring that certain portion of the Site.”

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date set forth beneath their respective signature below, and acknowledge that the Effective Date of this Second Amendment is the date on which the Las Vegas City Council has approved this Second Amendment.

CPV:

CITY PARKWAY V, INC.
a Nevada corporation

By: _____
Douglas A. Selby, President

Date: _____


DEVELOPER:

LIVEWORK, LLC
a Delaware Limited Liability Company

By: _____
David Mitchell, Member

Date: _____

APPROVED AS TO FORM:


By: Teresita L. Ponticello, Chief Deputy City Attorney

2/11/08
Date: _____