

RESTATED AND AMENDED LICENSE AGREEMENT FOR CONSTRUCTION
AND AGREEMENT TO GRANT EASEMENTS

THIS RESTATED AND AMENDED LICENSE AGREEMENT (the "Agreement") is made and entered into as of the first day of October 2009, by and between CITY PARKWAY V, INC., a Nevada not-for-profit corporation ("Licensor") and N.W.H. II LTD, a Nevada Limited Liability Company ("Licensee").

R E C I T A L S

WHEREAS:

A. Licensor is the owner of certain real property (the "Property") located in the City of Las Vegas, State of Nevada, depicted on Exhibit "A" attached hereto.

B. Licensee is the owner of certain real property (the "Licensee Parcel") located in the City of Las Vegas, State of Nevada, depicted on Exhibit "B" attached hereto which is adjacent to the Property.

C. Licensor and Licensee entered into that certain License Agreement dated April 1, 2008 whereby Licensor agreed to permit Licensee to enter on to the Property for the construction of certain improvements and for construction access to the Licensee Property and the granting by Licensor of certain easements over the Property for the benefit of the Licensee Property (the "Original Agreement").

D. Licensor and Licensee desire to amend and restate the Original Agreement as set forth in this Agreement.

E. Licensor and McKellar Development Group, Inc. entered into that certain Real Property Purchase and Sale Agreement dated April 18, 2007 (the "Purchase Agreement") pursuant to which Licensor sold the Property to Licensee, as assignee of said McKellar Development Group, Inc.

F. Licensor and Licensee mutually desire to provide an extension for the commencement and completion of construction of the project required to be developed pursuant to the Purchase Agreement.

Now, therefore, Licensor and Licensee hereby agree as follows:

1. **License; Effect; Extension of Project Commencement and Completion Date.**

(a) Licensor agrees to permit Licensee to use the Property during the Term on a nonexclusive basis, and Licensee accepts the right so to use the Property, upon and subject to the terms and conditions hereinafter set forth. This Agreement grants a license to use the Property only and does not convey and property interest whatsoever.

(b) Licensor and Licensee agree that this Agreement shall supersede the Original Agreement in all respects and that the Original Agreement is null and void.

(c) Licensor and Licensee hereby agree that the dates as set forth in Section 5.c. of the Purchase Agreement for the commencement and completion of construction of the project required

pursuant to the Purchase Agreement are hereby respectively extended until October 1, 2010 and October 1, 2012. Except as provided in this paragraph (c), the Purchase Agreement shall remain in full force and effect in all respects.

2. **Term.** This Agreement shall have a term commencing on the date hereof and automatically terminating on the earlier of (i) completion of the Improvements (defined below) and (ii) October 1, 2012 (the "Term").

3. **Consideration.** Licensee shall pay no consideration and its use of the Property shall be free of charge.

4. **Use of Property.**

(a) Licensee shall use the Property for the sole purpose of (i) construction access to the Licensee Property for the construction of a limited service hotel on the Licensee Property and (ii) the completion of certain grading improvements on the Property (the "Improvements"). Licensee agrees that all of the Improvements shall be constructed in good and workmanlike manner and in strict accordance with the following plans and specifications set forth on Exhibit "C" attached hereto (the "Plans"). Construction access shall be on that area specified on the Plans.

(b) All Improvements shall be at the sole cost and expense of Licensee and shall be paid promptly by Licensee. Licensee covenants and agrees to pay in full for all materials, if any, supplied, used, joined, or affixed to the Property by or for Licensee in connection with the Improvements and to pay in full all persons who perform labor upon the Property in connection with the Improvements and Licensee's use of the Property, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property. Licensee shall, at Licensee's sole cost and expense, take any action necessary to promptly remove any lien filed against the Property for work performed or materials delivered to the Property.

(c) Licensee is taking the Property "as-is" based entirely on its own investigations and studies and Licenser has not made any representation or warranty as to the condition of the Property or the construction of the Improvements on the Property

(d) The obligations and covenants of Licensee under this Section 4 shall survive any expiration of the Term or other termination of the Agreement.

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

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

7. **Insurance.** Licensee shall, prior to entering upon the Property, 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 Licensors, prior to entering upon the Property, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Licensors. Licensee shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policy, furnish Licensors with a renewal or "binder" thereof. Licensors and the City of Las Vegas, Nevada shall be named as an additional insureds on such policy.

8. **Security.** Licensee shall be responsible for securing and/or providing security to the Property throughout the Term.

9. **Easements.** Licensors agree to grant at no charge the following easements over the Property within the Easement Area (defined below) for the benefit of the Licensee Parcel as follows:

- (a) A nonexclusive easement for the installation, operation and maintenance of a waterlines serving the Licensee Parcel in the form of Exhibit "E" attached hereto; and
- (b) A standard form public utility easement for the installation, operation and maintenance of all customary public utilities needed to service the Licensee Parcel.

As used herein, the term "Easement Area" shall mean that area on the Property as described on Exhibit "F" attached hereto. Licensors shall grant the easements at such time as required to accommodate the commencement of construction by Licensee. Licensee agrees that Licensors' agreement to grant the easements is contingent upon Licensee commencing construction prior to the expiration of the Term. In the event that Licensee does not commence construction within the Term, Licensors' obligation to grant the easements shall automatically expire and be on no force and effect.

10. **Licenses, Permits.** Licensee agrees to obtain at its sole cost and expense any required licenses or permits that may be required for the use of the Property and the construction of the Improvements.

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

12. **Assignment and Sublease.** Tenant shall have no right to assign, sublease, mortgage, pledge, or otherwise encumber this Lease and the leasehold estate created hereby, in whole or in part. Landlord shall have the right to assign this Lease, in whole or in part, subject to a written assignment mutually agreeable by the parties.

13. **Default by Licensee.** Licensee shall be in default of this Agreement in the event it fails to perform, when required, any obligation of Licensee hereunder within five (5) days after Licensee receives written notice thereof from Licensors.

14. **Termination.** Either party at its sole discretion may terminate the Term of this Agreement by giving the other party notice of date of termination at least 90 days prior to such date of termination. Upon giving of such notice, Licensee shall immediately begin vacating the Property on a schedule that will guarantee the Property will be completely vacated and the Property put into the condition required by Sections 4 and 5 herein by such date of termination. In the event of termination of the Term pursuant to this Section 14, the remaining provisions of this Agreement shall remain in full force and effect until all the duties of the Licensee are completed. In addition, Licensors and licensee agree that in the event of such termination of this Agreement pursuant to this Section 14 that they shall continue to cooperate to provide the easements described in Section 9 above.

15. **Notices.** Any and all notices and demands by or from Licensors to Licensee, or by or from Licensee to Licensors, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepared, 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 Licensors: City Parkway V, Inc
 400 Stewart Avenue, 2nd Floor
 Las Vegas, NV 89101
 Attention: Scott Carter

To Licensee: N.W.H. II Ltd.
 3340 S. Topaz, Suite 240
 Las Vegas, Nevada 89121

16. **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 Licensors and Licensee other than the relationship of Licensors and Licensee.

17. **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 "D" all principals, including, partners of Licensee, as well as all persons and entities holding more than 1% interest in Licensee and or any principal or 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.

18. **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.

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

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

21. **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.

22. **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.

23. **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 and the Property 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 Property 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 Property; 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 Property. 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. The

provisions of this Section 23 shall survive any expiration or termination of the Term of this Agreement and shall remain in full force and effect thereafter.

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

LICENSOR

CITY PARKWAY V, INC, a Nevada corporation

By: Elizabeth Fretwell
Elizabeth Fretwell, President

ATTEST:

[Signature]

VICE PRESIDENT, Title

APPROVED AS TO FORM:

[Signature]

Date:

9-17-09

LICENSEE

N.W.H. II LTD, a Nevada limited liability company

By:

[Signature]
James A. McKellar, Jr. Manager

EXHIBIT "A"

LICENSOR PROPERTY



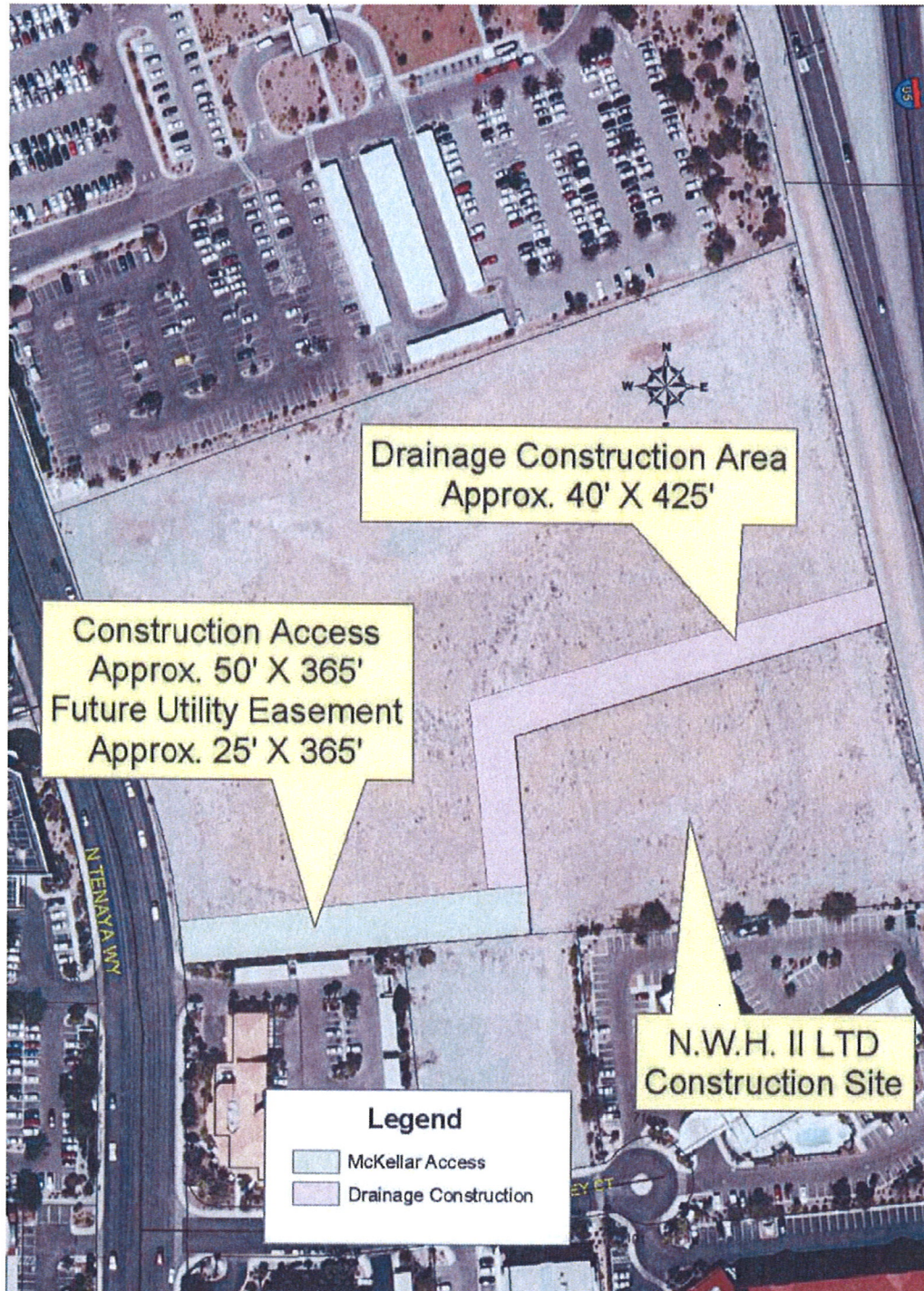
EXHIBIT "B"

LICENSEE PROPERTY



EXHIBIT "C"

PLANS AND SPECIFICATIONS



**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.

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.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	<u>Contracting Entity</u>
NWH II LTD.	
Name	
Address 3340 S. Topaz, #240, Las Vegas, NV	
Telephone (702) 737-1312	
EIN or DUNS 20-8884645	

Block 2	Description
Subject Matter of Contract/Agreement:	
NWH II LTD. Land Purchase Las Vegas Technology Center	
RFP #:	

Block 3	Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation	

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James A. McKellar, Jr. – President	3340 S. Topaz, #240, Las Vegas, NV	(702) 737-1312
2.			
3.			
4.			
5.			
6.			
7.			
8.			
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: _____

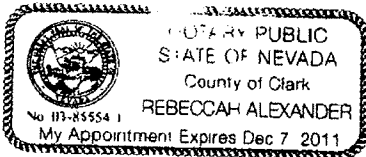
Block 5: Disclosure of Ownership and Principals - Alternate

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: -0-

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.



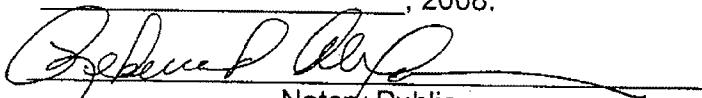


Name
James A. McKellar, Jr.
August 28, 2009

Date

Subscribed and sworn to before me this _____
day of August 28, 2009

August 28⁹, 2008.



Notary Public

EXHIBIT "E"

FORM OF WATERLINE EASEMENT

APN: 138-15-612-012

WHEN RECORDED MAIL TO:

City of Las Vegas
Office of the City Clerk
400 Stewart Avenue
Las Vegas, NV 89101

**GRANT OF EASEMENT FOR
WATER UTILITY PURPOSES**

THIS GRANT OF EASEMENT ("Easement") is made this ____ day of _____, 2009 ("Effective Date") by and between City Parkway V, Inc., a Nevada not for profit corporation ("Grantor"), and the N.W.H. II, Ltd, a Nevada limited liability company ("Grantee"). The Grantor and the Grantee are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, Grantor is the owner of that certain real property located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in Attachment A, attached hereto and incorporated herein by this reference for all purposes, and commonly known as Assessor's Parcel Number 138-15-612-012; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive easement for water utility purposes along a portion of the servient estate (the "Easement Area"), more particularly described in Attachment B, attached hereto and incorporated herein by this reference for all purposes; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend as follows:

1. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under Easement Area.
2. Grantor reserves the right to grant further easements under, over and on the Easement Area; provided that in no event shall any of the rights herein reserved impede the easement herein granted or the exercise of the rights of use thereunder.
3. Grantor retains, reserves and shall continue to enjoy the full use and dominion of the Easement Area for any and all purposes which do not interfere with or prevent the use by Grantee of the easement, rights and privileges granted herein, subject to all applicable laws and regulations of the State of Nevada or its political subdivisions,

including Grantee. Grantor agrees that it shall not cause or allow any act or occurrence or condition of land that disturbs the subjacent or lateral support of the area conveyed.

4. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee.

5. It is expressly understood by the Parties that this Easement does not convey any right, title, or interest except those expressly stated in this easement.

6. Grantee agrees that if said Grantee, its successors or assigns should cause said easement to be vacated, the right of the Grantee in the above-described easement will be forfeited and shall immediately revert to the Grantors, their successors, and assigns in the case of such event.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CITY PARKWAY V, INC.
"Grantor"

By: _____

Name: _____

Title: _____

Attest:

Secretary

Approved as to form:

Deputy City Attorney Date

ACCEPTED ON BEHALF OF:

N.W.H. II, Ltd.
"Grantee"

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this _____ day of _____, 2009, before me, the undersigned Notary Public in and for said County and State, appeared _____, as _____ of City Parkway V., Inc., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this _____ day of _____, 2009, before me, the undersigned Notary Public in and for said County and State, appeared _____, as _____ of N.W.H. II, Ltd., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

ATTACHMENT A

LEGAL DESCRIPTION OF SERVIENT ESTATE

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEAST OF TENAYA WAY AND CASCADE VALLEY COURT.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 1 OF LAS VEGAS TECHNOLOGY CENTER UNIT 2 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 62 OF PLATS, AT PAGE 44, LYING WITHIN THE EAST HALF (E ½) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN A DEED RECORDED NOVEMBER 7, 2003 IN BOOK 20031107, INSTRUMENT NO. 03430, SAID PARCEL OF LAND ALSO BEING DEPICTED AS "LOT A" OF RECORD OF SURVEY, FILE 79 OF SURVEYS, PAGE 31, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY OF TENAYA WAY BEING MARKED BY AN ILLEGIBLE ALUMINUM CAP, SAID POINT ALSO BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 901.38 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 84°52'23" EAST ; THENCE NORTHWESTERLY 233.05 FEET, ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 14°48'49"; THENCE NORTH 19°56'26" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, 258.97 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN A DEED RECORDED MAY 19, 1995 IN BOOK 950519, INSTRUMENT NO. 01665, SAID PARCEL OF LAND ALSO BEING DEPICTED AS "LOT 1-1" OF RECORD OF SURVEY, FILE 73 OF SURVEYS, PAGE 01, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 70°03'34" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND, 823.62 FEET TO THE WESTERLY RIGHT OF WAY OF US HIGHWAY 95; THENCE SOUTH 13°40'05" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 405.16 FEET; THENCE SOUTH 72°39'59" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY, 405.50 FEET; THENCE SOUTH 05°07'37" EAST, 205.00 FEET; THENCE SOUTH 84°52'23" WEST, 363.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.49 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

SOUTH 19°56'26" EAST, BEING THE BEARING OF THE CENTERLINE OF TENAYA WAY AS SHOWN ON RECORD OF SURVEY IN FILE 73 OF SURVEYS, PAGE 01, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

ATTACHMENT B

LEGAL DESCRIPTION AND DEPICTION OF WATERLINE EASEMENT

APN 138-15-612-012
15-FOOT EASEMENT FOR WATERLINE PURPOSES
ON CITY-OWNED PARCEL

EXPLANATION:

This legal description describes a parcel of land generally located east of Tenaya Way and north of Smoke Ranch Road, for waterline easement purposes.

LEGAL DESCRIPTION:

That portion of the Northeast Quarter (NE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada,, being a portion of LOT 1 as shown on the plat of LAS VEGAS TECHNOLOGY CENTER UNIT 2, on file in Book 62 of Plats, Page 44, of Clark County, Nevada Records, also being a portion of that parcel of land conveyed to CITY PARKWAY V, INC. by GRANT, BARGAIN, SALE DEED, recorded June 7, 2005 in Book 20050607 as Instrument Number 02022 of Clark County, Nevada Records, described as follows:

That parcel of land, bounded as follows: bounded on the south by the south line of said CITY PARKWAY V, INC. parcel; bounded on the west by the west line of said CITY PARKWAY V, INC. parcel; bounded on the north by a line parallel with and lying 15.00 feet north of the south line of said CITY PARKWAY V, INC. parcel; and bounded on the east by the westerly line of that parcel of land conveyed to NWH II, Ltd. by Grant, Bargain, Sale Deed, recorded January 8, 2008 in Book 20080108 as Instrument Number 02529 of Clark County, Nevada Records, said NWH II Ltd. parcel also being Lot 1-4 as shown on that survey in File 170 of Surveys, Page 86 of Clark County, Nevada Records.

The above-described parcel of land contains an area of 5,459 square feet, or 0.125 acres, more or less.

The MAP EXHIBIT accompanying this land description is attached hereto and made a part hereof.

END OF DESCRIPTION

ATTACHMENT B

LEGAL DESCRIPTION AND DEPICTION OF WATERLINE EASEMENT

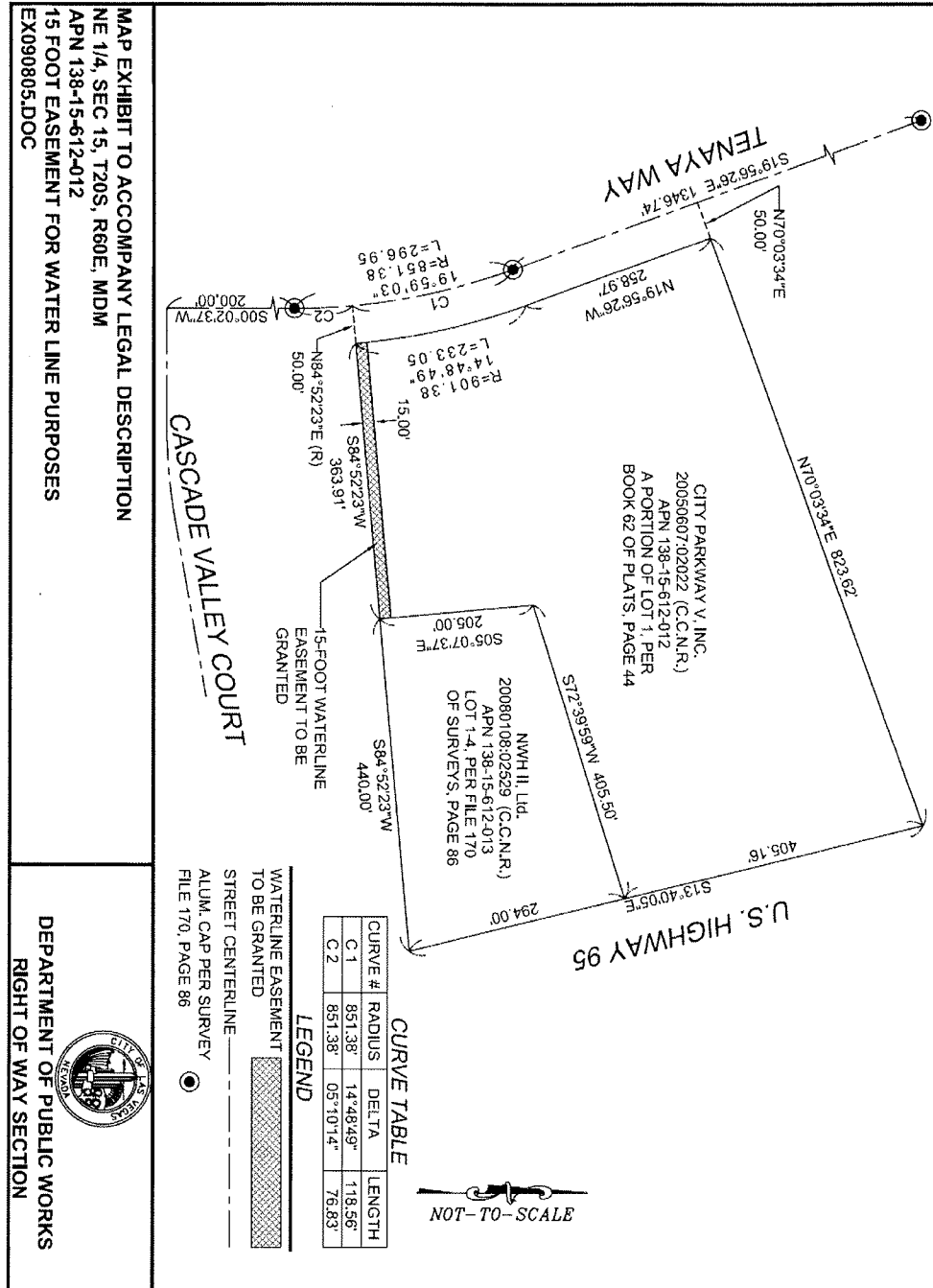


EXHIBIT "F"

EASEMENT CORRIDOR LEGAL DESCRIPTION & DEPICTION

EXPLANATION:

This legal description describes a parcel of land generally located east of Tenaya Way and north of Cascade Valley Court, for utility easement purposes.

LEGAL DESCRIPTION:

That portion of the Northeast Quarter (NE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada,, being a portion of LOT 1 as shown on the plat of LAS VEGAS TECHNOLOGY CENTER UNIT 2, on file in Book 62 of Plats, Page 44, of Clark County, Nevada Records, also being a portion of that parcel of land conveyed to CITY PARKWAY V, INC. by GRANT, BARGAIN, SALE DEED, recorded June 7, 2005 in Book 20050607 as Instrument Number 02022 of Clark County, Nevada Records, described as follows:

That parcel of land, bounded as follows: bounded on the south by the south line of said CITY PARKWAY V, INC. parcel; bounded on the west by the west line of said CITY PARKWAY V, INC. parcel; bounded on the north by a line parallel with and lying 25.00 feet north of the south line of said CITY PARKWAY V, INC. parcel; and bounded on the east by the westerly line of that parcel of land conveyed to NWH II, Ltd. by Grant, Bargain, Sale Deed, recorded January 8, 2008 in Book 20080108 as Instrument Number 02529 of Clark County, Nevada Records, said NWH II Ltd. parcel also being Lot 1-4 as shown on that survey in File 170 of Surveys, Page 86 of Clark County, Nevada Records.

The above-described parcel of land contains an area of 9,098 square feet, or 0.209 acres, more or less.

The MAP EXHIBIT accompanying this land description is attached hereto and made a part hereof.

END OF DESCRIPTION

EXHIBIT "F"

EASEMENT CORRIDOR LEGAL DESCRIPTION & DEPICTION

