

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (this "*Amendment*") is entered into as of the 30th day of July 2010, by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation (hereinafter "*CPV*") and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation (hereinafter "*CCF*"), on the terms and provisions set forth below. CPV and CCF may be referred to herein singularly as a "*party*" and collectively as the "*parties*". This Amendment shall be effective on that date (the "*Effective Date*") which the City Council of the City of Las Vegas approves the execution of this Agreement. The parties agree that any capitalized terms in this Amendment that are not defined in this Amendment shall have the same meaning as set forth in the ENA.

WHEREAS:

A. The parties have entered in that certain Exclusive Negotiation Agreement dated September 16, 2009 (the "*ENA*") whereby the parties set forth certain understandings concerning the possible development by CCF of the Project on the Site; and

B. CCF and CPV entered into the ENA in order for CPV and CCF to investigate the feasibility of the development of the Project by CCF and to permit CPV and CCF to negotiate exclusively regarding a DDA between CPV and CCF or its permitted designee; and

C. Subsequent to the execution of the ENA, CCF has acquired control of Keep Memory Alive, a Nevada non-profit corporation ("*KMA*"), which owns title to the Adjacent Parcel and the Brain Center; and

D. The parties have entered into that certain Parking License Agreement dated July 7, 2010 (the "*Parking License*") whereby CPV licensed to CCF Parcel A-2 for parking related to the operation of the Lou Ruvo Brain Center; and

E. During the term of the Parking License KMA and CCF both release CPV from any and all obligations of CPV under that certain Development Declaration, Parking Agreement and Right of First Refusal dated May 2, 2007, (the "*Declaration*") to provide parking to KMA.

F. As part of the due diligence efforts of CCF under the ENA, the Parties will seek to agree on a permanent solution for the parking requirements of the Brain Center.

G. CCF has submitted an overall conceptual program of development of the Project for the Site and Developer's planned operations for the Site which has been approved by CPV; and

H. As a result of the due diligence efforts of CCF and the negotiations of the parties in connection with such efforts, the parties mutually desire to enter into this Amendment to amend the ENA to set forth their mutual agreements as to the timing of the remaining tasks and deliverables by CCF under the ENA and the phasing of the development of the Project.

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

1. Effect of Amendment. Except as expressly set forth in this Amendment, the ENA remains in full force and effect in all respects. In the event of any conflict between the terms of this Amendment and the ENA, this Amendment shall govern and control.

2. Project Phasing. CCF has submitted an overall conceptual program of development of the Project for the Site and CCF's planned operations for the Site which has been approved by CPV. As part of CCF's due diligence efforts pursuant to the ENA, the parties have determined that it is in the best interests of each party for CCF to develop the Project in phases. In connection therewith, the parties have agreed in concept that CCF's intended development on Parcel J will be the first phase of development of the Project and the remainder of the Site to be acquired will be developed in phases as agreed and set forth in the DDA. In order to reflect the parties' agreement as to the phasing of development of the Project, the parties agree that the Task Schedule set forth in Section 4(a) of the ENA is hereby deleted in its entirety and the following substituted in lieu thereof:

Deliverable	Date
(i) CCF shall submit an overall program of development of the Project for the Site and CCF's planned operations for the Site.	Completed and approved by CPV.
(ii) A conceptual master site plan for all parcels in the entire Project showing building footprints, parking requirements and configuration, ingress and egress and traffic flow solutions, and the conceptual renderings of the buildings .	8/31/2010
(iii) CCF shall complete its environmental due diligence with respect to all the parcels in the entire Site and provide CPV with a written and final report on remediation.	6/30/2010
(iv) CCF to submit a Site specific risk assessment and estimated cost of remediation for Parcel J.	7/31/2010

(v) CCF shall submit to CPV and the Symphony Park Design Review Committee a block plan for the Parcel J only, including the medical development and the parking for Parcel J. (see Design Review Submission requirements).	6/30/10
(vi) The parties and KMA shall reach agreement on an amendment to the Declaration addressing the overall parking rights and obligations of CPV, KMA and CCF relating to the parking requirements for the Brain Clinic.	7/30/10
(vii) Submission of a preliminary development timeline for the development and construction of Parcel J and the balance of the Project.	8/31/2010 as to Parcel J- 11/30/10 as to the balance of the Project
(viii) Submission to CPV for CPV's approval a phasing plan for development and acquisition of the Site and the remaining development of the Project after the acquisition and development of Parcel J.	10/31/10
(ix) Submission to CPV for approval of an economic impact report of the estimated jobs to be created by the Project	8/31/10 as to Parcel J- 11/30/10 as to the balance of the Project
(x) CCF shall submit to Newland for review on behalf of CPV, CCF's plan for the financing of the development and operation of that portion of the Project to be developed on Parcel J, including all third party loans and any sources of equity and partners.	8/31/2010
(xi) Disclosure of control, ownership and developer partnership if entering into a joint venture (if any) for development of Parcel J.	8/31/2010
(xii) CCF shall re-submit to the Symphony Park Design Review Committee the block plan for the Parcel J incorporating the comments and revisions required by the Symphony Park Design Review Committee and also submit for review by the Symphony Park Design Review Committee a Design Development package for Parcel J necessary to apply to the City of Las Vegas Planning Commission for a Site Development Plan review.	8/31/2010
(xiii) CCF shall meet with the City of Las Vegas Planning Department to apply for a Site Development Plan review of Parcel J for consideration by Las Vegas Planning	10/1/2010

Commission and Las Vegas City Council.	
(xiv) Submission by the Parties to City Clerk of the agreed upon DDA and related documents for review and approval by the Council and the Redevelopment Agency.	1/31/11

3. Parking. The Parties have entered into the Parking License in order (i) to permit KMA to have temporary parking on Parcel A-2 and, during the term thereof, to release CPV from any and all obligations under the Declaration, as amended, to provide parking to KMA and (iii) and to satisfy CCF's obligation to provide parking to KMA. The Parties agree that during the term thereof, the Parking License fully satisfies CCF's obligation to provide a parking agreement between CCF and KMA and fully satisfies CPV's obligations to provide parking under the Declaration, as amended.

4. Extension of Term. The Parties hereby agree that the expiration date of the Term is extended to February 28, 2010.

5. Headings; Exhibits; Cross References. The headings and captions used in this Amendment are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Amendment. All exhibits attached to this Amendment and the Recitals at the front of this Amendment are incorporated herein by the references thereto contained herein. All references in this Amendment to Articles, Sections and exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

6. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Amendment shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Amendment shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

7. Counterpart Signatures; Facsimile Transmission. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Amendment 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.

8. Entire Agreement. This Amendment, the ENA and the Exhibits attached hereto are 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. As such, this Amendment supersedes any and all prior understandings between the parties,

whether oral or written.

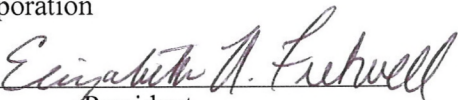
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whether oral or written.

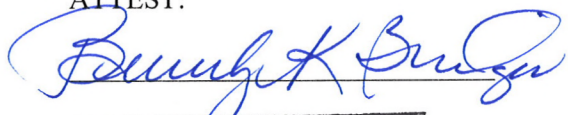
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date set forth beneath their respective signatures below.

CPV

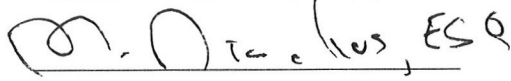
CITY PARKWAY V, INC, a Nevada corporation

By 
President

ATTEST:

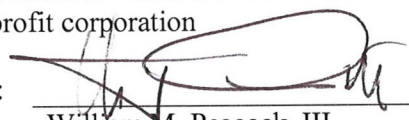

BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:


Date: 6-21-10

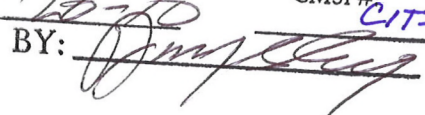
CCF

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: 
William M. Peacock, III
Chief of Operations

Execution Date:

APPROVED AS TO FORM
CCF - LAW DEPT.

DATE: 7-10-10 CMSI #: CIT-44904
BY: 

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date set forth beneath their respective signatures below.

CPV

CITY PARKWAY V, INC, a Nevada corporation

By _____,
_____, President

ATTEST:

BEVERLY K. BRIDGES, MMC, City Clerk
_____, Title

APPROVED AS TO FORM:

Date:

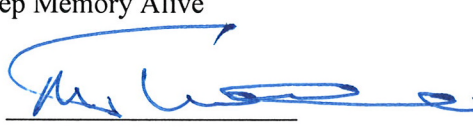
CCF

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date:

Keep Memory Alive

By: 

Michael Modic, M.D., President