

**SECOND AMENDMENT TO RESTATED AND AMENDED LICENSE AGREEMENT FOR
CONSTRUCTION AND AGREEMENT TO GRANT EASEMENTS**

THIS SECOND AMENDMENT TO RESTATED AND AMENDED LICENSE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____ 2011, 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").

RECITALS

WHEREAS:

A. Licensor and Licensee entered into that certain Restated and Amended License Agreement for Construction and Agreement to Grant Easements dated October 1, 2009 which was further amended by the First Amendment dated September 22, 2010 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").

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

C. 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.

D. 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. **Extension of Project Commencement and Completion Date.** 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, 2012 and October 1, 2014. Except as provided in this paragraph, 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 and (ii) October 1, 2014.

3. **Effect.** Except as provided in this Agreement, the Original Agreement remains in full force and respect in all respects. In the event of any conflict between this Agreement and the Original Agreement, this Agreement shall govern and control.

4. **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.

5. **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.

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

LICENSOR

CITY PARKWAY V, INC, a Nevada corporation

By _____
Elizabeth N. Fretwell, President

LICENSEE

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

By: _____
James A. McKellar, Jr. Manager

ATTEST:

_____, Title

APPROVED AS TO FORM:



Date:

9-19-11