

AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2014, by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CPV"), and SUNRISE MOUNTAINVIEW HOSPITAL, INC., a Nevada corporation d/b/a Mountain View Hospital ("Developer").

RECITALS:

A. Pursuant to that certain Disposition and Development Agreement dated April 17, 2013 (the "DDA"), Developer purchased from CPV certain real property containing 5.79 acres (the "Existing Site"), such Existing Site being more particularly described in that certain Grant Bargain and Sale Deed of record as Instrument No. 2013110402708 with the Clark County, Nevada Recorder.

B. In connection with the Existing Site, CPV and Developer entered into that certain Declaration of Special Land Use Restrictions and Option to Repurchase of record as Instrument No. 2013110402709 (the "Declaration").

C. Pursuant to a Real Property Purchase and Sale Agreement dated April 18, 2007 between CPV and McKellar Development Group, Inc. (the "NWH Agreement"), CPV conveyed to an N.W.H. II, Ltd. ("NWH") certain real property containing 2.40 acres and located adjacent to the Existing Site (the "Additional Site"), such Additional Site being more particularly described in that certain Grant Bargain and Sale Deed of record as Instrument No. 2008010802529 with the Clark County, Nevada Recorder.

D. Pursuant to the NWH Agreement, the Additional Site is subject to development, construction, transfer and other restrictions, which NWH Agreement also grants to CPV the option to repurchase, reenter and take possession of the Additional Site upon the occurrence of, and subject to, certain conditions (all such restrictions and options provided in the Additional Site Agreement are collectively referred to as the "NWH Restrictions").

E. Developer and NWH have engaged in discussions concerning Developer's possible acquisition of the Additional Site, provided that Developer's interest in acquiring the Additional Site is dependent on CPV agreeing to waive and terminate the NWH Restrictions as provided in this Agreement.

F. CPV is agreeable to waiving and terminating the NWH Restrictions if the Additional Site is made subject to the Declaration, all as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, CPV and Developer agree as follows:

1. Attached hereto as Exhibit A is a First Amendment to Declaration of Special Land Use Restrictions and Option to Repurchase (the "Amendment"). The Amendment, upon

execution, (a) amends the Declaration to define the Original Site and Additional Site as the "Site", as such term is used in the Declaration, thereby subjecting the Additional Site to the provisions of the Declaration, and (b) waives and terminates the NWH Restrictions on the Additional Site in their entirety.

2. At closing of any acquisition of the Additional Site by Developer, CPV and Developer shall execute the Amendment and deliver the executed Amendment into the closing escrow, which Amendment shall be recorded with the Clark County, Nevada Recorder upon close of escrow. CPV's and Developer's obligation to execute and deliver the Amendment is fully conditioned on closing of Developer's acquisition of the Additional Site, and nothing shall obligate (or be deemed to obligate) Developer to enter into a purchase agreement on the Additional Site with NWH or otherwise close on the acquisition of the Additional Site.

3. This Agreement may be executed 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. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

[signatures appear on following page]

IN WITNESS WHEREOF, CPV and Developer have executed this Agreement as of the date above written.

CPV:

CITY PARKWAY V, INC.

By: _____

Name: Elizabeth N. Fretwell

Title: President

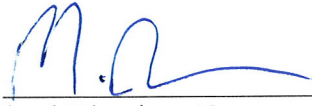
Date: _____

ATTEST:

By: _____

Name: Scott D. Adams

Title: Secretary

Approved:  _____

Name: Michael Niarchos, Esq.

Title: Attorney to CPV, Inc.

Date: 5-13-14 _____

DEVELOPER:

SUNRISE MOUNTAINVIEW HOSPITAL,
INC., d/b/a MountainView Hospital

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

APN: 138-15-612-014

WHEN RECORDED MAIL TO:

**FIRST AMENDMENT TO DECLARATION OF SPECIAL LAND USE RESTRICTIONS
AND OPTION TO REPURCHASE**

THIS FIRST AMENDMENT TO DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO REPURCHASE ("Amendment") is made as of _____ by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CPV"), and SUNRISE MOUNTAINVIEW HOSPITAL, INC., a Nevada corporation d/b/a Mountain View Hospital ("Developer"). CPV and Developer are individually or collectively referred to herein as "Party" or "Parties".

WITNESSETH:

WHEREAS, CPV and Developer are parties to that certain Declaration of Special Land Use Restrictions and Option to Repurchase dated October 29, 2013, of record with the Clark County, Nevada Recorder as Instrument No. 2013110402709 (the "Declaration"), which Declaration subjects approximately 5.79 acres of land (as more particularly described in the Description, the "Original Site") to the covenants, restrictions, rights and provisions of the Declaration.

WHEREAS, Developer has acquired from N.W.H. II, Ltd, a Nevada limited liability company ("NWH"), approximately 2.40 acres of land (as more particularly described on Exhibit A, the "Additional Site").

WHEREAS, NWH had previously acquired the Additional Site from CPV, and pursuant to that certain Real Property Purchase and Sale Agreement dated April 18, 2007 (the "NWH Agreement"), which NWH Agreement subjected the Additional Site to certain development, construction, transfer and other restrictions, and also granted to CPV the option to repurchase, reenter and take possession of the Additional Site upon the occurrence of, and subject to, certain conditions (all such restrictions and options provided in the NWH Agreement are collectively referred to as the "NWH Restrictions").

WHEREAS, CPV and Developer desire to enter into this Amendment in order to (a) terminate and waive the NWH Restrictions, and (b) to modify the Declaration to define the “Site” as the Original Site and the Additional Site, all as more particularly provided in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, CPV and Developer agree as follows:

1. The NWH Restrictions are hereby terminated and fully waived by CPV. CPV acknowledges and agrees that Developer, its successors and assigns in ownership of the Additional Site, shall not be subject to any provisions of the NWH Agreement or any other agreement between CPV and NWH relating to the Additional Site.

2. Effective upon full execution of this Amendment, the Declaration is hereby modified to include the Additional Site, as described on Exhibit A to this Amendment, as part of the “Site”. Accordingly, upon full execution of this Amendment, the “Site” shall include both the Original Site and Additional Site. Nothing herein shall require, or be deemed to require, Developer to construct any portion of the Project on the Additional Site.

3. Effective upon full execution of this Amendment, the Declaration is hereby amended as follows:

(a) The Definition of “Project” is hereby deleted in its entirety and the following substituted in lieu thereof:

“Project” means one or more buildings for a Medical Use consisting of at least 40,000 square feet in total.”

(b) Effective upon full execution of this Amendment, Section 4.4(d) is hereby deleted in its entirety and the following substituted in lieu thereof:

“In the event that Developer has only partially performed its obligations under Section 2.1(c) of this Declaration at the expiration of the Construction Term, the Repurchase Option shall apply only to those portions of the Site that remain undeveloped (i.e., no construction has commenced) at the expiration of the Construction Term. As an example for illustrative purposes only, if Developer has Commenced Construction of one or more buildings consisting of fifteen thousand (15,000) square feet in total at the expiration of the Construction Term on two acres of the Site, then the Repurchase Option will apply to the remaining 6.19 acres. If Developer has Commenced Construction of a Project consisting of at least 40,000 square feet as set forth in the definition of “Project” in Section 1.2 hereof by the expiration of the Construction Term, then the Repurchase Option will terminate as to the entire Site, regardless of whether the Project occupies the entirety of the Site.”

4. In connection with the Additional Site only, the Declaration is hereby modified to provide that (a) the definition of “Excess Purchase Price” for the Additional Site shall mean any amount in excess of \$_____ per gross square foot, rounded to the nearest one cent, paid by any buyer under a Conveyance, and (b) the purchase price for the Additional Site under the Repurchase Option shall be \$_____ per square foot [blanks to be completed with purchase price paid by Developer for the Additional Site].

5. This Amendment may be executed 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. The interpretation and enforcement of this Amendment shall be governed in all respects by the laws of the State of Nevada. All capitalized terms not specifically defined in this Amendment shall have the meanings given such terms in the Declaration.

[signatures on following pages]

IN WITNESS WHEREOF, CPV and Developer have executed this Agreement as of the date above written.

CPV:

CITY PARKWAY V, INC.

By: _____

Name: Elizabeth N. Fretwell

Title: President

ATTEST:

By: _____

Name: Scott D. Adams

Title: Secretary

Approved: _____

Name: Michael Niarchos, Esq.

Title: Attorney to CPV, Inc.

STATE OF NEVADA)
)SS
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2014 by Elizabeth N. Fretwell, as President of City Parkway V, Inc.

Notary Public

DEVELOPER:

SUNRISE MOUNTAINVIEW HOSPITAL,
INC., d/b/a MountainView Hospital

By: _____

Name: _____

Title: _____

STATE OF TENNESSEE)
)SS
COUNTY OF DAVIDSON)

 This instrument was acknowledged before me on the ____ day of _____, 2014, by
_____, as _____ of Sunrise Mountainview Hospital, Inc.

Notary Public

EXHIBIT A TO AMENDMENT

FEBRUARY 28, 2007
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 138-15-612-003
PARCEL 1-4
(PAGE 1 OF 1)



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:

COMMENCING 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; THENCE NORTH 84°52'23" EAST ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND, 363.91 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 05°07'37" WEST, DEPARTING SAID NORTHERLY BOUNDARY, 205.00 FEET; THENCE NORTH 72°39'59" EAST, 405.50 FEET TO THE WESTERLY RIGHT OF WAY OF US HIGHWAY 95; THENCE SOUTH 13°40'05" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 294.00 FEET; THENCE SOUTH 84°52'23" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY, 440.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.40 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.

FILE NAME: TECH CENTER 1-4.DOC