

## EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT ("Agreement") is entered into as of the \_\_\_\_\_ day of November, 2020 by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CPV"), and NEVADA TEST SITE HISTORICAL FOUNDATION ("Developer"). CPV and Developer may be referred to herein singularly as a "Party" and collectively as the "Parties".

### RECITALS

#### WHEREAS:

A. The Parties entered into that certain Exclusive Negotiation Agreement dated May 5, 2020 (the "ENA") whereby the CPV agreed that Developer will pursue the design, development and construction of the Project, as described therein through fundraising, and pre-site due diligence.

B. The Parties mutually desire to extend the Term as provided herein.

C. Capitalized terms used in this Agreement which are not defined herein shall have the same meaning as defined in the ENA.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. Extension. The Parties hereby agree to extend the Term of the ENA for one (1) year and agree that by virtue of this Agreement the Term will expire on November 19, 2021.

2. Effect. The Parties agree (i) that except as set forth in this Agreement, the ENA remains in full force in effect in all respects and (ii) that this Agreement does not constitute in any way or manner as a waiver, release or admission by either Party to any rights or claims of a respective Party under the ENA.

3. Miscellaneous Provisions.

(a) This Agreement is 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 pursuant hereto. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All amendments hereto must be in writing and signed by the appropriate authorities of CPV and/or Developer. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPV and/or Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

(b) This Agreement 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 Agreement may be accomplished by facsimile or email transmission of this Agreement to the other party. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CPV:

CITY PARKWAY V, INC.,  
a Nevada corporation

DEVELOPER:

NEVADA TEST SITE HISTORICAL  
FOUNDATION

By \_\_\_\_\_  
William Arent, Vice President

By \_\_\_\_\_

Approved as to Form:

M. O. Leahy 11-3-20