

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
SPECIAL LAND USE RESTRICTIONS, OPTION TO PURCHASE AND
INFRASTRUCTURE AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF SPECIAL LAND USE RESTRICTIONS, OPTION TO PURCHASE AND INFRASTRUCTURE AGREEMENT (“*Amendment*”) is made as of 16th of December, 2020, by and between CITY PARKWAY V, INC. a Nevada non-profit corporation (“*CPV*”), and PQ HOLDINGS, LLC, a Nevada limited liability company (“*PQ*”). CPV and PQ are herein individually and collectively referred to as the “*Parties*” or singularly as a “*Party*”.

WHEREAS:

A. The Parties entered into that certain Amended and Restated Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement dated May 3, 2017, as amended by that certain Amendment to certain Amended and Restated Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement dated December 5, 2018 (collectively, the “*Declaration*”)

B. The Parties have agreed to enter into this Amendment to modify the Declaration to provide among other matters the extension of time deadlines for the design, commencement and construction of the Project.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. Definitions. The Parties agree that all capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the Declaration.

2. Feasibility Date. The Parties agree that Section 2.2(a) of the Declaration is hereby deleted in its entirety and the following substituted in lieu thereof:

(a) No later than December 7, 2024 (the “*Feasibility Date*”), Developer shall have submitted to CPV conceptual drawings and plans of the Specific Facilities which have been submitted for approval pursuant to the Design Standards. In the event Developer fails to submit such evidence as required by this Section 2.2(a), the sole and exclusive remedy of CPV will be as set forth in Section 3.4 below. Developer shall have no right to extend the Feasibility Date.

3. Commencement. The Parties hereby agree that the Construction Commencement Date is hereby extended to December 17, 2027.

4. Effect. The Parties agree that except as set forth in this Amendment, (i) the Declaration remains in full force and effect and (ii) in the event of any conflict between the terms of the Declaration and this Amendment, this Amendment shall govern and control.

5. Counterpart Signatures. 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 or electronic transmission of this Amendment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

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

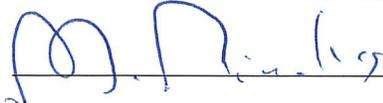
By _____
William Arent
Vice President

DEVELOPER

PQ HOLDINGS, LLC, a Nevada limited
liability company

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:



Date
11-17-20