

**SECOND AMENDMENT TO  
PROJECT MANAGEMENT AND CONSULTING AGREEMENT**

This Second Amendment to Project Management and Consulting Agreement ("Second Amendment") is entered into as of the Second Amendment Effective Date (defined below), by and among CITY PARKWAY V, INC., a Nevada non-profit corporation ("Owner"), the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("City"), and NEWLAND COMMUNITIES, LLC, a Delaware limited liability company ("Project Manager").

**RECITALS**

A. Owner and City (collectively, the "City Parties"), on one hand, and Project Manager, on the other hand, entered into that certain Project Management and Consulting Agreement dated as of December 21, 2005 ("Original Agreement"). The City Parties have executed that certain First Amendment to Project Management and Consulting Agreement ("First Amendment"), which shall become effective on the date on which the Las Vegas City Council has approved the First Amendment to Agreement to Design, Construct and Lease a Performing Arts Center, between the City and the Las Vegas Performing Arts Center Foundation. The Original Agreement and the First Amendment shall be referred to collectively as the "Existing Agreement" herein. All capitalized terms used in this Second Amendment and not otherwise defined shall have the meaning ascribed to such terms in the Existing Agreement.

B. The City Parties and Project Manager desire to amend the Existing Agreement to reflect intervening events since the City Council's approval of the First Amendment.

**TERMS AND CONDITIONS**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City Parties and Project Manager hereby agree as follows:

1. Article I. The following new terms shall be added to Article I of the Existing Agreement as follows:

"Project Manager Design Contract" means a contract between Project Manager and any Infrastructure Improvements Design and Construction Contractor for design, planning, architectural services or engineering services with respect to the design of any Infrastructure Improvements.

"Third Party Contract" means a contract between Project Manager and any third party with respect to all items in fulfillment of Project Manager's role as coordinator of services under this Agreement, exclusive of design and construction of Infrastructure Improvements. Example of services addressed in a Third Party Contract include: master marketing; formation and coordination of parking programs; community governance; and operation and management of the Design Review Committee.

2. Section 3.8(a). The following shall be added to the end of Section 3.8(a) of the Existing Agreement as follows:

“Prior to or concurrent with the approval of this Second Amendment, Project Manager and the City Parties acknowledge that the Las Vegas City Council has approved the final infrastructure budget for the Phase I Infrastructure Improvements in a total amount not to exceed Forty Million Dollars (\$40,000,000) and that the City Parties will not pay or reimburse any expenditure for Phase I Infrastructure Improvements in excess of Forty Million Dollars (\$40,000,000), except where the City Parties have approved an increase in the total amount of expenditures for Phase I Infrastructure Improvements. The project budget for the Phase I Infrastructure Improvements and for costs associated with legal, sales and marketing, operations and management, and project management is attached hereto as Exhibit “G” and incorporated fully herein by this reference.”

3. Section 3.9(f). Section 3.9(f) of the Existing Agreement is deleted in its entirety and is replaced with a new Section 3.9(f) as follows:

“Owner’s Project Representative shall be entitled to review and approve the scope, price, adherence to funding source requirements and inclusion of Required Contract Provisions (to the extent such provisions are applicable) with respect to all Improvements Design and Construction Contracts and all Project Manager Design Contracts. The approval of Owner’s Project Representative shall not be unreasonably withheld or conditioned. Owner’s Project Representative shall notify Project Manager in writing as to the approval or disapproval (including the reasons for disapproval) of all such contracts within ten (10) business days after Project Manager’s submittal. If no written notice is delivered to Project Manager within such 10-business day period, the City Parties shall be deemed to have approved the applicable contract. Where Owner’s Project Representative properly disapproves a proposed contract, Project Manager may resubmit the proposed contract, with modifications addressing the reasons for earlier disapproval, and request the approval of Owner’s Project Representative in accordance with the above procedures. If Owner’s Project Representative approves or is deemed to have approved a submittal or a resubmittal, then City or Project Manager (as applicable) shall execute promptly either the Improvement Design and Construction Contract or the Project Manager Design Contract; provided, however, that where authorization from the Las Vegas City Council is required for City to execute any such contract, City shall execute such contract only after obtaining the Las Vegas City Council’s authorization to do so.”

4. Addition of Section 3.9(j). A new Section 3.9(j) is hereby added to the Existing Agreement as follows:

“Project Manager shall use commercially reasonable efforts to include language in contracts with third parties to the effect that the City Parties are intended beneficiaries of such contracts. Solely by virtue of entering into contracts with third parties or administering such contracts in a commercially reasonable manner, Project Manager shall not be deemed to have made, and Project Manager expressly disclaims, any express or implied warranties or guaranties with respect to the services rendered or work performed, and Project Manager shall not assume any liabilities or obligations with respect to the services rendered or work performed. The remedies available to the City Parties relating to such contracts with third parties shall be limited to the remedies that Project Manager has against such third parties. If there is any conflict

between the provisions of this Section 3.9(j) and any other provision of this Agreement, the provisions of this Section 3.9(j) shall prevail.”

5. Section 5.6(c). A new sentence is hereby added to the end of Section 5.6(c) of the Existing Agreement as follows:

“If Project Manager receives an invoice with respect to any aspect of the Project from a third party who is not in a contractual relationship with Project Manager, then Project Manager’s sole obligation shall be to deliver the invoice to the City Parties for payment, and Project Manager shall have no obligation to pay any such invoice.”

6. Section 5.6(d). Section 5.6(d) of the Existing Agreement is deleted in its entirety and is replaced with a new Section 5.6(d) as follows:

“The City Parties shall pay Project Manager for all Project Costs incurred by Project Manager, including those Project Costs incurred pursuant to all Third Party Contracts, all Improvements Design and Construction Contracts and all Project Manager Design Contracts; provided, however, that the City Parties shall not be required to pay Project Manager for any contract expenditures in excess of the total amount of the overall project budget, as approved by the Las Vegas City Council for the applicable phase of improvements or project implementation. Project Manager shall present to City a monthly invoice which details all Project Costs incurred by Project Manager during the preceding calendar month. Project Manager shall be entitled to payment of interest at the rate of 7.5% per annum, compounded monthly, on all invoiced amounts, which interest accrues starting thirty (30) days after each invoice is presented to City. City shall pay Project Manager for all Project Costs reflected in a monthly invoice, plus all accrued interest thereon. Except as provided below, City’s payment to Project Manager shall occur within thirty (30) days after City’s receipt of each applicable invoice. With respect to those Project Costs identified as “Project Management” costs in the approved project budget attached as Exhibit “G” hereto or in any future budget approved by the Las Vegas City Council, City shall have the option, but not the obligation, to reimburse the invoiced amounts to Project Manager within thirty (30) days after receipt of the applicable invoice, so as to avoid paying any accrued interest on invoiced amounts; alternatively, City’s reimbursement of such category of Project Costs (plus all accrued interest thereon) shall occur by either of the following methods until Project Manager has been fully reimbursed:

- (i) If Project Manager exercises any Option Right and consummates the purchase of the Reserved Blocks, the reimbursement shall take the form of a credit in Project Manager’s favor against the purchase price for the Reserved Blocks upon the closing of such purchase; and
- (ii) If Project Manager elects not to exercise the Option Rights in a timely fashion, the reimbursement shall be paid from positive net revenue generated by the City Parties with respect to the sale or commercial operation of any Blocks within the Project Site.”

7. Addition of Section 7.7(c). A new Section 7.7(c) is hereby added to the Existing Agreement as follows:

“(c) Upon termination of this Agreement and transfer of all Project Documentation to Owner that is able to be assigned, and upon Owner’s payment of any fees that may be owed for work product encompassed in the Project Documentation, Owner shall become the sole owner of such Project Documentation, including but not limited to all design work completed by all Architects and all engineering work funded by Owner, but excluding any work performed specifically for on-site development of the Reserved Blocks.”

8. Full Force and Effect. Except to the extent expressly amended herein, the Existing Agreement shall remain in full force and effect without amendment or modification.

9. Effective Date. The effective date of this Second Amendment (“Second Amendment Effective Date”) shall be the date on which the Las Vegas City Council approves this Second Amendment and authorizes its execution by the City Parties.

10. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

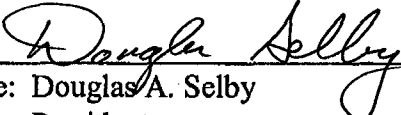
IN WITNESS WHEREOF, the City Parties and Project Manager have duly executed this Second Amendment as of the Second Amendment Effective Date.

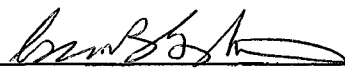
**OWNER:**

**CITY:**

CITY PARKWAY V, INC., a Nevada non-profit corporation


CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada


By:   
Name: Douglas A. Selby  
Title: President

By:   
Name: Oscar B. Goodman  
Title: Mayor

Approved as to form:

ATTEST:


 11/21/06  
Date


  
Barbara Jo Ronemus, City Clerk

**PROJECT MANAGER:**

Approved as to form:

NEWLAND COMMUNITIES, LLC, a Delaware limited liability company

 11/21/06  
Date

By:   
Name: Rita Brandin  
Title: Assistant Vice President

**EXHIBIT "G"**

City Parkway V, Inc. Operating Budget Fiscal Year 2006-2007		General Obligation Bonds & Cash Phase I Infrastructure Hard and Soft Costs		City Parkway V, Inc. Land Sales / Newland Carry Fiscal Year 2006-2007	
Architect & Eng	\$200,000	<b>Hard Costs</b>		Project Management	\$ 1,365,000
Legal	\$254,550	Site Preparation	\$ 2,559,000		
Consulting & Facilitator	\$66,450	PAC Parcel Grading	\$ 1,452,000		
Association Fees (Maint.)	\$25,000	Remediation for Pads	\$ 8,872,000		
Insurance	\$15,000	Roadway	\$ 1,803,000		
Accounting & Audits	\$5,000	Water	\$ 779,000		
Sales & Marketing	\$614,000	Sewer	\$ 733,000		
Supplies (& Misc.)	\$3,000	Storm Drain	\$ 944,000		
		Dry Utilities	\$ 5,314,000		
		Conduit-High Speed Comms, Telemetry	\$ 195,000		
		Onsite Parking Lot	\$ 752,000		
		Temp Rd. parking A1 / A2	\$ 300,000		
		Traffic Signalization	\$ 2,000,000		
		Grand Central Ave. Landscaping	\$ 1,500,000		
		Inflation	\$ 1,626,000		
		<b>DESIGN, ENGINEERING &amp; FEES</b>			
		Engineering Design	\$ 2,782,000		
		Design Management Consulting	\$ 406,000		
		Masterplan - Tech & Telecom	\$ 130,000		
		Pre Design - Dir. Signs and Control Panels	\$ 125,000		
		Central Plant & Co-Gen Studies	\$ 100,000		
		Parcel CEM	\$ 444,000		
		Pre-Development Planning	\$ 746,000		
		Landscape and Streetscape Design	\$ 500,000		
		Testing, Inspection, CM Fees (6%)	\$ 1,170,000		
		Bond Fees (2%)	\$ 396,000		
		Contingency	\$ 4,372,000		
<b>Total</b>	<b><u>\$1,183,000</u></b>	<b>Total</b>	<b><u>\$ 40,000,000</u></b>	<b>Total</b>	<b><u>\$1,365,000</u></b>
				<b>Grand Total</b>	<b><u>\$42,548,000</u></b>

**EXHIBIT "G"**  
(Continued)

**Newland 3rd Party Contracts and Overhead**

<b>City Parkway V, Inc.</b>	
<b>Operating Budget</b>	
<b>Fiscal Year 2006-2007</b>	
Legal	\$ 157,000
Operation and Maint Costs	\$ 30,000
Sales & Marketing	\$ 541,000
<b>Total</b>	<b>\$ 728,000</b>

<b>GO Bonds &amp; Cash</b>	
<b>Phase I Infrastructure Hard and Soft Costs</b>	
Engineering Design	\$ 2,782,000
Design Management Consulting	\$ 406,000
Masterplan - Tech & Telecom	\$ 130,000
Pre Design - Dir. Signs and Control Panels	\$ 125,000
Central Plant & Co-Gen Studies	\$ 100,000
Pre-Development Planning	\$ 746,000
Landscape and Streetscape Design	\$ 500,000
Contingency	\$ 478,900
<b>Total</b>	<b>\$ 5,267,900</b>

<b>Land Sales / Newland Carry</b>	
<b>Fiscal Year 2006-2007</b>	
Project Management	\$ 1,365,000
<b>Total</b>	<b>\$ 1,365,000</b>

**Grand Total**  
**\$ 7,360,900**

**EXHIBIT "G"**  
(Continued)

Union Park

Phase 1 Infrastructure Soft Costs and Fiscal Year 2007 Operating Costs for  
Newland Communities

1. **Legal**

\$ 157,000

CC&R's

- Prepare Community Governance Documents for Union Park Master Association.

ENA & DDA Agreements

- Advise, prepare and negotiate ENA & DDA agreements for individual parcel transactions.

Parking District

- Counsel, research and compilation of documents associated with the formation of Parking Improvement District.

Improvement District Formation Costs

- Determination of assessment formula(s), boundaries, and study financial feasibility of the district based on the preliminary estimate of assessments.

2. **Operation and Maintenance Costs**

\$ 30,000

Costs for general site maintenance and dust control.

3. **Sales & Marketing**

\$ 541,000

On-site Signage

- On-Site marketing signs

Advertising & Public Relations Retainer

- Monthly retainers to advertising and public relations consultants for on-going efforts to provide multi-media advertising, strategies and support, stakeholders update/presentations, press releases, presentations and brand strategy.

Media Placement

- Newspaper and magazine advertising.

**EXHIBIT "G"**  
(Continued)

**Print/Production**

- Brand strategy book, marketing brochures and folders compilation and print costs, video and storyboard commercial, annual "New Landowner" Campaign, photography, and website development and programming.

**Special Events**

- Participation in third-party groundbreaking events.
- Targeted project events.

**4. Engineering Design**

**\$ 2,782,000**

Engineering services and design for technical assessment for directional parking; final 100% level drawings and specifications for civil infrastructure construction for the entire site, 6% for reimbursables, cost estimates, parcel creation, legal descriptions, meetings and coordination with City staff, and individual parcel developers.

**Parking, Guidance and Information Systems Needs Assessment**

- The parking information system is intended to provide a means to identify available parking spaces throughout Union Park and relay that information to the public.
- Consultant will provide a technical memorandum summarizing up to three recommended options for gathering and disseminating real-time parking information. This memorandum will include discussion regarding installation requirements, system limitations and probable cost estimates.

**Parking Revenue Control**

- Consultant will review the existing state of technology and identify commercially available equipment and systems (hardware/software) that could be implemented within private parking facilities throughout Union Park to control access and collect revenue. The parking revenue control system is intended as a means to generate revenue, provide preferred parking for special events and minimize and/or deter on-site parking from adjacent land uses.
- Consultant will provide a technical memorandum discussing the benefits of implementing revenue control. This memorandum will provide up to two recommended options for implementing and operating a parking revenue control system and will include discussion regarding installation requirements, system limitations and probable cost estimates.

## **EXHIBIT "G"**

(Continued)

### **Visitor Information System**

- Consultant will coordinate with the Project Team to identify potential uses and locations of visitor information systems (kiosks).
- Consultant will provide a technical memorandum summarizing the Project Team identified uses and locations of visitor information systems, along with a recommended method of interfacing these devices with each other and the Union Park Communication Network.

### **Parking, Guidance and Information Systems Assistance**

- Consultant will work with the Design Team, City of Las Vegas, Property Association, parcel owners in providing assistance to the vendor(s) installing the Parking Information system, Parking Revenue Control, Visitor Information System, Video Monitoring System, and Union Park Communication Network.
- Review technology and implementation plan for Wi-Fi network,
- Review Control Center layout and equipment specifications.

### **Video Monitoring System**

- The video monitoring system is intended to provide Union Park and the RTC's Freeway and Arterial System of Transportation (FAST) a means to monitor, access and react to varying traffic conditions within and around Union Park.
- Consultant will provide a technical memorandum discussing the benefits of implementing a video monitoring system. The memorandum will discuss potential installation locations to maximize the functionality of the system, along with discussion regarding installation requirements, system limitations and probable cost estimates. Requirements for integrating the video monitoring system into the FAST system will also be discussed.

### **Union Park Communication Network**

- Consultant will develop a conceptual master communications network within Union Park to allow interconnection between the various parking, guidance, video and informational systems identified within this task item. Recommendations will be made for the development of a Union Park communication control center which is intended to gather and disseminate information within Union Park and to outside agencies (CLV/FAST).
- Consultant will prepare a technical memorandum describing the functional requirements for the control center and master communication network.

**EXHIBIT "G"**  
(Continued)

**Basis of Design Document**

- Consultant will prepare a Basis of Design Document (BODD). The BODD will contain details for the placement and future design of system elements (video monitoring, guidance and real-time signing, visitor information, communications and control center) and functional specifications, along with a schematic representation of equipment location.

**Revised Master Plan Technical Drainage Study**

- This task will revise the previously completed drainage study to incorporate revisions to the grading plans and analysis of the storm drain system.

**Update Internal Traffic Model**

- This task will update the previous internal traffic model prepared for Newland Communities during the first part of 2006.

**Civil Improvement Plans**

- This task will prepare 100% plans for the Union Park Project. These plans and documents will be used by the City's Public Works Department to bid and formalize contracts with contractors to construct the project's infrastructure.
- Grading/Drainage Plan
- Street/Parking Lot Plans
- Master Water and Sewer Plans with utility laterals
- Water and sewer mains with fire hydrants.
- Storm Drain Plans with profiles of storm drain laterals
- Master Dry Utility plans
- Utility relocations of existing and location of new utilities,
- Locations of dry utility vaults, pull boxes and transformer pads.
- Drainage Improvement Plans for Railroad drainage
- A1/A2 Temporary Road, Parking and Lighting.
- Signing and Marking Plans
- Traffic Signal Plans

**Stormwater Pollution Control Plans**

**Roadway Lighting Plans**

**Project quantities and cost estimate**

**EXHIBIT "G"**  
(Continued)

Coordination

- Coordination with Newland Communities, governmental agencies, parcel developers and City staff

Internal Roadway Right-of-way/Common Element Dedication

- Prepare legal descriptions with attached exhibits for dedication for the project's streets.

Create Parcels between Internal Roadways

- Prepare legal descriptions of parcels developed by the creation of the interior roadways for recordation.

**5. Design Management Consulting**

\$ 406,000

- Consultant hired to work with the Newland team to coordinate architecture, masterplan, landscaping, block planning and associated administrative tasks involved with the project's pre-construction efforts. Consultant fills role of Design Manager for staff.

**6. Masterplan - Technology & Telecom**

\$ 130,000

- Prepare a Technology Master Plan Document and subsequent planning material to serve as a guide for all technology and telecom initiatives for Union Park
- Develop Technology Masterplan to include regulatory and easement issues, products and services, customer and commercial tenant packaging. Possible inclusion of remote telemetry aspects, real time pricing of gas and electric utilities, remote meter reading technology, SmartCard and eCommerce issues.
- Compile lists of specifications, provide construction support, and provide commercial structured wiring specifications.

**7. Pre Design – Direction Signs and Control Panels**

\$ 125,000

- Consultant's preliminary designs for the actual signs, control room layout and control panel(s) layout utilizing the Basis of Design Document (BODD).

**EXHIBIT “G”**  
(Continued)

**8. Central Plant & Co-Generation Studies**

\$ 100,000

- Preliminary feasibility and cost / benefit analysis to examine the viability of placing a Co-Generation facility on-site.

**9. Predevelopment Planning**

\$ 746,000

Costs associated with consultant efforts for the project’s masterplan, design guidelines, and the business plan.

**10. Landscape and Streetscape Design**

\$ 500,000

**Landscape Design**

- Prepare landscape and irrigation design for Grand Central Parkway frontage.

**Streetscape Design & Masterplan**

- Prepare detailed project schedule / work plan.
- Consultant will coordinate with civil engineer and parcel developers for landscape and irrigation issues.
- Revise streetscape plans to reflect coordination meetings.
- Outline specific materials and components for streetscape, research site improvement materials and plant palettes and conduct internal quality control reviews on schematic design for streetscape.
- Consultant will provide an updated Site Master Plan, incorporating individual street designs and previously developed building plan and digital 3D study models.
- Specifications outline for all components and material associated with furnishings, lighting, hardscape and landscape.

**Greywater & Site Sustainability**

- Consultant to study and provide recommendations for greywater feasibility for parcel developer implementation.
- Study overall site sustainability for opportunities to utilize storm runoff and/or rainwater collection facility(s) for landscape irrigation.

**EXHIBIT "G"**  
(Continued)

Site Parking

- Consultant to participate and support efforts in formation of Parking Improvement District.
- Re-examine existing parking demand analysis and site wide Parking Management Plan for applicability to Union Park's Business Plan.

**11. Contingency**

\$ 478,900

Contingency was calculated at 10% of the soft costs.

**12. Project Management**

\$ 1,365,000

Newland's carrying costs for G&A and payroll allocation expenses. No interest costs included.

**CERTIFICATE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

**2. Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

**3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

**4. Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS  
(CONTINUED)**

<b>Block 1</b>	<b>Contracting Entity</b>
<b>Name</b>	Newland Communities, LLC
<b>Address</b>	9820 Towne Centre Drive Suite 100, San Diego, CA 92121
<b>Telephone</b>	858/455-7503
<b>EIN or DUNS</b>	33-0824465

<b>Block 2</b>	<b>Description</b>
	Subject Matter of Contract/Agreement
	Project Management and Consulting Contract; Second Amendment
<b>RFP #</b>	N/A

<b>Block 3</b>	<b>Type of Business</b>
<input type="checkbox"/>	Individual
<input type="checkbox"/>	Partnership
<input checked="" type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Corporation

**Block 4** **Disclosure of Ownership and Principals**  
 In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	<b>FULL NAME/TITLE</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
1.	<b>Sole Member:</b> American Newland Communities, LP A Delaware limited partnership	9820 Towne Centre Drive # 100 San Diego, CA 92121	858/455-7503
2.	<b>General Partner of American Newland Communities, LP:</b> Newland Associates, Inc., A California corporation	9820 Towne Centre Drive # 100 San Diego, CA 92121	858/455-7503
3.	<b>Limited Partner of American Newland Communities, LP:</b> Newland Capital Advisors, LLC, a California limited liability company	9820 Towne Centre Drive # 100 San Diego, CA 92121	858/455-7503
4.	<b>Limited Partner of American Newland Communities, LP:</b> Hunt Newland, L.P, a Delaware limited partnership	c/o 9820 Towne Centre Drive # 100 San Diego, CA 92121	858/455-7503
5.			
6.			
7.			
8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_\_

**Block 5** Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A  
Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

State of Nevada  
County of Clark

Rita Brandlin

Name

11/21/06

Date

Subscribed and sworn to before me this 21st day of

November, 2006 by Rita Brandlin

\_\_\_\_\_  
Notary Public



**NEWLAND COMMUNITIES, LLC**

**ACTION BY WRITTEN CONSENT  
OF  
THE SOLE MEMBER**

The undersigned, constituting the Sole Member of NEWLAND COMMUNITIES, LLC, a Delaware limited liability company (referred to as the "Company") in accordance with the provisions of the Delaware Limited Liability Company Act, Section 18-101, et seq., of Title 8, Chapter 18 of the Delaware Laws as amended from time to time, do hereby consent to the taking of the following actions and do hereby adopt the resolutions set forth below:

**Election of Officers**

RESOLVED, that the following named individuals are hereby elected to the office appearing next to their respective names effective as of August 24, 2006, to serve in such capacity until removal or replacement by the sole Member or resignation:

Robert B. McLeod, Chairman of the Board  
LaDonna K. Monsees, Vice Chairman, President and Chief Executive Officer  
Derek C. Thomas, Vice Chairman  
Daniel Van Epp, Executive Vice President and Chief Operating Officer  
Richard L. Croteau, Sr. Vice President  
Martha K. Guy, Sr. Vice President and Secretary  
Brian K. Laidlaw, Sr. Vice President  
Vicki R. Mullins, Sr. Vice President and Chief Financial Officer  
Walter F. Nelson, Sr. Vice President  
Linda G. H. Prosl, Sr. Vice President  
Belinda Sward, Sr. Vice President  
Teri Slavik-Tsuyuki, Sr. Vice President and Chief Marketing Officer  
W. Don Whyte, Sr. Vice President  
Davis Wood, Jr., Sr. Vice President  
Robert Bernstein, Vice President  
Gregory Biell, Vice President  
Peter M. Bridges, Vice President  
Anthony P. Dollm, Vice President, Finance  
Timothy C. Durle, Vice President  
Christopher Enger, Vice President  
Blake L. Fillmore, Vice President and Corporate Controller  
Dean R. Meyer, Vice President  
John Pagluso, Vice President  
William Pennington, Vice President  
Miles Prestemon, Vice President  
Steven Roe, Vice President  
Michael L. Rust, Vice President  
Bruff L. Shea, Vice President  
E. Travis Stone, Jr., Vice President  
Kary Andrews, Assistant Vice President  
Mitch Barron, Assistant Vice President  
Gary Borkowski, Assistant Vice President  
Rita Brandin, Assistant Vice President  
Rhonda Brewer, Assistant Vice President  
Larry Burton, Assistant Vice President  
Lisa Chahin, Assistant Vice President  
Patrick Clark, Assistant Vice President  
Douglas Delano, Assistant Vice President  
Debra R. Dremann, Assistant Vice President  
Roland E. Driggers, Assistant Vice President

Dennis W. Guerra, Assistant Vice President  
Mark L. Hardy, Assistant Vice President  
Lori Henriksen, Assistant Vice President  
Scott Jones, Assistant Vice President  
Brenda G. Kunkel, Assistant Vice President  
Phillip S. Luna, Assistant Vice President  
Kyle Masters, Assistant Vice President  
Larry McDonough, Assistant Vice President  
E. William Meyer, Assistant Vice President  
Kevin O'Neill, Assistant Vice President  
Gina Nixon, Assistant Vice President  
Kent S. Puckett, Assistant Vice President  
Mary Ruby, Assistant Vice President  
Steven Sakurai, Assistant Vice President  
Thom Urle, Assistant Vice President  
Richard E. Van den Bosch, Assistant Vice President  
Shelly White, Assistant Vice President  
Laura L. Brewer, Assistant Secretary  
Douglas Hageman, Assistant Secretary  
D. Brian Hodgln, Assistant Secretary  
Susan G. Kanfer, Assistant Secretary  
Sharon W. Koplan, Assistant Secretary  
Amelia Sanchez, Assistant Secretary  
Dolores A. Valle, Assistant Secretary  
Matthew Yingling, Assistant Secretary  
Danielle E. Bergener, Assistant Treasurer  
Daryl-Lynn Burke, Assistant Treasurer

RESOLVED FURTHER, that, effective August 24, 2006, any officer of the Company is hereby authorized, directed and empowered to take, on behalf of the Company, in any of the Company's capacities, all actions that such officer deems necessary, advisable or appropriate in their sole and absolute discretion, including, without limitation, executing and delivering any and all Instruments, agreements, certificates and other documents as such officer in his or her sole and absolute discretion deem necessary, advisable or appropriate which instruments, agreements, certificates and other documents shall be in such form as such officer shall approve in his or her sole and absolute discretion, the execution thereof by such officer being conclusive evidence of such approval.

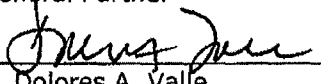
RESOLVED FURTHER, that any actions heretofore or hereafter taken by the officers of the Company within the terms of these resolutions are hereby ratified, certified and adopted in all respects.

DATED as of August 24, 2006.

**SOLE MEMBER**

American Newland Communities, LP  
a Delaware limited partnership

By: Newland Associates, Inc.  
a California corporation  
Its: General Partner

By:   
Dolores A. Valle  
Assistant Secretary