

1 SEWER REFUNDING AGREEMENT

2 (Sewer Trunk Extension and Over-sizing)

3 THIS AGREEMENT, made and entered into this _____ day
4 of _____, 2007, by and between the CITY OF LAS VEGAS, a
5 municipal corporation of the State of Nevada (hereinafter referred to as
6 the "City"), and INDIAN SUMMER DEVELOPMENT LLC (hereinafter referred to
7 as to "Developer"),

8 W I T N E S S E T H:

9 WHEREAS, the City is the governmental entity to which is delegated
10 the responsibility of providing sewer service to persons who reside
11 within its corporate boundaries; and

12 WHEREAS, the Developer is engaged in the development of that
13 certain parcel of real property which is known as "ANN ROAD / TEE PEE
14 LANE IMPROVEMENTS" (the "Development" herein), which Development has
15 been approved by the City; and

16 WHEREAS, the limited financial resources of the City prevent the
17 immediate expansion of its municipal sewer system to the Development;
18 and

19 WHEREAS, the Administrative Code of the City permits the expansion
20 of such municipal sewer system through the use of private funds at the
21 discretion of the City; and

22 WHEREAS, said Code further provides that the City may reimburse a
23 developer who extends the City's municipal sewer system to his
24 development or constructs, at the request of the City, a sewer trunk

1 line of a size which is in excess of the size that would otherwise be
2 required to serve its development, or both so extends and over-sizes,
3 for a portion of the costs which such developer incurs in extending such
4 sewer system or in constructing such over-sized sewer trunk line, or
5 both; and

6 WHEREAS, it is the intent of the Parties hereto to provide for:

7 (a) The extension by the Developer of a sewer trunk line to
8 the Development and the construction and installation
9 of such extension at a size which is in excess of the
10 size that would otherwise be required to serve the
11 Development (the "Project" herein); and

12 (b) The reimbursement to the Developer of (i) the costs
13 which the Developer will incur in constructing and
14 installing the Project at a size required by the
15 Developer, excluding the costs which are attributable
16 to the installation of the first two hundred (200) feet
17 thereof to, but not beyond, the boundary of the
18 Development which is nearest to the terminal point of
19 the City's existing municipal sewer system and (ii)
20 that portion of the costs of the entire Project that
21 are attributable to constructing and installing it at a
22 size which is in excess of the size that would
23 otherwise be required to serve the Development;

1 NOW, THEREFORE, for and in consideration of the premises and of
2 the mutual promises and agreements which are hereinafter set forth, the
3 parties hereto agree as follows:

4 SECTION I - DEFINITIONS

- 5 A. "Connection fee" means the fee or charge which is imposed by
6 the City upon an owner of property for the privilege of
7 connecting such property onto the City's municipal sewer
8 system. Reimbursable connection fees (\$125.00 for each sewer
9 connection fee received) are described as connection fees
10 received from individual properties as well as subdivisions
11 which connect to and are adjacent to the limits of the
12 extension portion of the agreement
- 13 B. "Extension" means that portion of the Project that commences
14 two hundred (200) feet from the terminal point of the City's
15 existing municipal sewer system and terminates at the
16 boundary of the Development which is nearest to such terminal
17 point.
- 18 C. "Over-sizing" means the difference between the diameter of
19 the Project, had the Project been constructed and installed
20 at the size which would otherwise be required to serve the
21 Development, and the diameter of the Project, at the request
22 of the City, that is actually constructed and installed.
- 23 D. "Plans and specifications" means the engineering designs,
24 drawings and specifications which give a detailed description

1 of the complete construction and installation of the Project,
2 including the over-sizing, which plans and specifications
3 have heretofore been submitted to, and approved by, the City.
4 Copies of the plans and specifications are on file with the
5 City's Department of Public Works.

6 E. "Uniform Standard Specifications" means those publications
7 entitled, "Uniform Standard Specifications for Public Works
8 Construction, Off-Site Improvements, Clark County Area,
9 Nevada, Third Edition" adopted by the City of Las Vegas, June
10 16, 1993, and "Design and Construction Standards for
11 Wastewater Collection Systems, 1991" adopted by the City of
12 Las Vegas, August 21, 1991.

13 SECTION II - OBLIGATIONS OF DEVELOPER

14 A. Covenant of Installation:

15 1. The Developer hereby agrees to construct and install
16 the entire Project, in accordance with the plans and
17 specifications, at its sole cost and expense, subject
18 to the right of the City to designate the type of
19 appurtenances and any other relevant matter which it
20 considers is necessary for the construction of its
21 municipal sewer system provided, however, that the City
22 agrees to reimburse the Developer (i) for the costs
23 which the Developer incurs in constructing and
24 installing the extension, excluding the first 200 feet,

1 as provided in this Agreement, and (ii) for the costs
2 which the Developer incurs in the over-sizing as
3 provided herein. In this connection, it is
4 acknowledged that the limits of the Project are
5 designated on Exhibit "A" which is attached hereto and
6 by this reference made a part hereof.

7 2. The Project shall include all materials and equipment,
8 such as sewer lines, manholes, lateral stub-outs and
9 other appurtenances which are constructed and installed
10 between the boundary of the Development which is
11 nearest to the terminal point of the City's existing
12 sewer system and such terminal point as is more
13 particularly shown on Exhibit "A".

14 3. The Developer agrees to perform all survey and design
15 work which is necessary for the construction and
16 installation of the Project, in accordance with the
17 plans and specifications, at its sole cost and expense
18 without any right of reimbursement from the City.

19 B. Basis for Estimated Costs:

20 It is acknowledged that the estimated costs for which the
21 Developer is entitled to reimbursement for constructing and
22 installing the extension and for the over-sizing which are
23 provided for in Section IV hereof are based upon written bids
24 for the installation of the Project which the Developer has

1 obtained from at least three (3) contractors who are duly
2 licensed by the State of Nevada and are acceptable to the
3 City. (The City may waive the requirement of written bids if
4 good cause for such waiver is shown by the Developer, in
5 which event the estimated costs of the over-sizing will be
6 established in a manner which is mutually acceptable to the
7 City and to the Developer.)

8 C. Installation Standards:

9 The Developer agrees that the Project will be installed in a
10 good and workmanlike manner according to the plans and
11 specifications, the Uniform Standard Specifications and the
12 Design and Construction Standards for Wastewater Collection
13 Systems.

14 SECTION III - RIGHT OF REIMBURSEMENT

15 It is understood and agreed by the Parties hereto that the
16 Developer shall be reimbursed for the costs which it incurs in
17 constructing and installing the project, subject to the
18 limitations which are contained in Section VII hereof. It is
19 specifically understood, however, that all of the costs and
20 expenses which are attributable to constructing and installing the
21 first two hundred (200) feet of the Project at a size required by
22 the Developer, and all of the costs and expenses of installing a
23 sewer system within the Development are the sole responsibility of
24 the Developer without any right of reimbursement from the City.

1 SECTION IV - COSTS OF EXTENSION AND OVER-SIZING
2 AND AMOUNT REFUNDABLE

3 A. It is agreed by the Parties hereto that the costs of the
4 construction and installation of the extension and over-
5 sizing which are subject to reimbursement under the terms of
6 this Agreement have been determined pursuant to the
7 calculations set forth on Exhibit "B" which is attached
8 hereto and by this reference made a part hereof.

9 B. It is acknowledged that the estimated costs of the
10 construction and installation of the extension and the over-
11 sizing which are set forth on Exhibit "B" are based upon
12 estimates which have been obtained by the Developer and
13 approved by the City and represent, subject to the
14 limitations which are contained in Section VII hereof, the
15 maximum amount to which the Developer will be entitled to
16 reimbursement for the construction and installation of the
17 Project. All other costs and expenses which the Developer
18 incurs in connection with the Project shall be the
19 responsibility of the Developer. Additionally, if the actual
20 costs of the construction and installation of the extension
21 are less than the estimated costs thereof, the Developer
22 shall be entitled to reimbursement only for such actual
23 costs, subject to the limitations which are contained in
24 Section VII hereof.

SECTION V - OBLIGATIONS OF CITY

- 1
- 2 A. On each anniversary of the City's acceptance of the Project,
- 3 within the period for reimbursement which is provided in
- 4 Section VI hereof, an amount which is equal to the aggregate
- 5 of \$125.00 for each sewer connection fee that the City has
- 6 received during the preceding 12-month period with respect to
- 7 properties, other than property which belongs to the
- 8 Developer at the time of this agreement, which were connected
- 9 to the Project during such period, will be reimbursed to the
- 10 Developer.
- 11 B. Additionally, the City will reimburse the Developer, within
- 12 thirty (30) calendar days after the City's acceptance of the
- 13 Project, for that portion of the costs thereof which are
- 14 attributable to the over-sizing, as the same is determined in
- 15 accordance with Section IV above.
- 16 C. As a condition precedent to any such reimbursement, the
- 17 Developer must submit to the City a written request for
- 18 payment, a statement of completion of the Project (per plans
- 19 and specifications), a lien release from the Developer's
- 20 contractor(s) and materials suppliers for all materials and
- 21 labor, a statement from all subcontractors affirming that
- 22 they have received payment in full, an itemized invoice
- 23 reflecting actual costs paid and a bill of sale transferring

1 the ownership of the sewer line and appurtenances to the
2 City.

3 D. The City agrees, by its acceptance of the Project, to be
4 responsible for the operation and maintenance thereof, except
5 as is otherwise provided in Section X hereof which pertains
6 to repairs that are necessitated by any defective material or
7 faulty workmanship in the construction and installation of
8 the Project or the faulty design thereof.

9 SECTION VI - TIME OF PERFORMANCE

10 This Agreement shall become effective upon the execution hereof
11 and the right of the Developer to reimbursement hereunder shall
12 cease and terminate (i) with respect to the construction and
13 installation of the extension, when the Developer has received
14 full reimbursement of the amount which is determined in accordance
15 with Section IV above or ten (10) years after the date of the
16 City's acceptance of the Project, whichever first occurs, and (ii)
17 with respect to the over-sizing, when the Developer has received
18 full reimbursement of the costs which are incurred therefor.

19 SECTION VII - LIMITATION ON AMOUNT OF REIMBURSEMENT

20 A. The right of reimbursement for constructing and installing
21 the extension shall be limited:

- 22 1. To ninety-five percent (95%) of the estimated costs
23 which are set forth on Exhibit "B" or ninety-five
24 percent (95%) of the actual direct costs which are

1 attributable to the construction and installation of
2 the extension, whichever is the lesser; and

3 2. By, and subject to, the right of the City to deduct
4 from each of the connection fees that it receives with
5 respect to the properties which are connected to the
6 Project an amount which is equal to the total of that
7 portion, if any, of all connection fees that it is then
8 allocating to sewer bond debt service plus that
9 portion, if any, of all connection fees that it is then
10 reserving for the future expansion of its sewage
11 treatment plant.

12 B. The right of reimbursement for the over-sizing shall be
13 limited to the estimated costs of the over-sizing which are
14 set forth on Exhibit "B" or the actual direct costs which are
15 attributable to the over-sizing, whichever is the lesser.

16 SECTION VIII - GUARANTEE OF RIGHT OF ACCESS

17 A. In order to guarantee that the City will have access to any
18 and all portions of the Project for the purpose of
19 maintaining and repairing the same, the Developer hereby
20 agrees that:

21 1. Except as is otherwise provided in Paragraph 3 hereof
22 the Developer will dedicate to the City an easement
23 over and across, or fee title to, as requested by the
24 City, a strip of land which is twenty (20) feet in

1 width, extending the length of the Project, and which
2 contains the Project;

3 2. If the Project is installed on privately owned lands,
4 other than lands which are owned by the Developer, the
5 Developer will obtain and dedicate to the City an
6 easement over and across, or fee title to, as requested
7 by the City, a strip of land which is twenty (20) feet
8 in width, extending the length of the Project, and
9 which contains the Project;

10 3. If the land in which the Project is installed will
11 become part of a street which will be dedicated for
12 public use, as a part of the Development, the right of
13 access shall be included in the dedication of that
14 street; and

15 4. Any such dedication shall provide therein that no
16 building, structure, tree, shrub or other improvement
17 or obstacle may be placed in or near the area which is
18 dedicated thereby in such a manner as to interfere with
19 the use of such strip of land in accordance with the
20 provisions hereof, and any easement which is conveyed
21 to the City shall additionally provide for the right of
22 the City to operate, maintain, repair, replace or
23 relocate the Project or to alter the size, number of

1 pipelines or other appurtenances which are installed
2 therein.

3 SECTION IX - RIGHT OF INSPECTION

4 The City shall have the right, but not the obligation, at any time
5 and from time to time to inspect the construction and installation
6 of any part of the Project. The Developer agrees that any
7 inspection of the installation of the Project which is conducted
8 by the City hereunder or the City's subsequent acceptance of the
9 Project shall not relieve or release the Developer from its
10 responsibility to correct any defective material or faulty
11 workmanship, or both, in the construction and installation of the
12 Project or any problem which results from the negligent design
13 thereof as provided in Section X hereof.

14 SECTION X - CORRECTION OF DEFECTIVE MATERIALS,

15 FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

16 The Developer hereby accepts full responsibility for the quality
17 of the materials and workmanship in the construction and
18 installation of the Project and for the design thereof and
19 covenants and agrees, for a period of one (1) year after the
20 City's acceptance of the Project and upon notification by the
21 City, to correct any defective material or faulty workmanship, or
22 both, in the construction and installation of the Project and any
23 problem which results from the negligent design of the Project.
24 In the event that the Developer fails or refuses to make any such

1 correction, the City shall have the right, but not the obligation,
2 to repair the Project and the Developer hereby agrees to reimburse
3 the City for the costs which it incurs in so doing.

4 SECTION XI: INDEMNITY

5 Notwithstanding any of the insurance requirements hereinabove set
6 forth or limits of liability set forth therein, Developer shall
7 protect, indemnify and hold harmless the City, its officers and
8 employees from any and all claims, damages, losses, expenses,
9 suits, actions, decrees, judgments, attorney fees and court costs
10 which the City, its officer or employees may suffer, or which may
11 be sought against, recovered from or obtainable against the City,
12 its officers or employees as a result of, by reason of, or arising
13 out of the negligent acts or omissions of the Developer, its
14 subcontractors, or agents or anyone employed by the Developer or
15 its subcontractors or agents, in fulfillment or performance of the
16 terms, conditions or covenants of this AGREEMENT.

17 It is expressly agreed that the City and the Developer shall each
18 initially pay their respective costs in defending themselves in
19 any and all suits or actions which may be brought against them,
20 their officers or employees because of, or by reason of, the
21 negligent act or omission of either of them unless such suit or
22 action is defended on their behalf by the PROJECT contractor.
23 However, the parties hereto agree that in the event the suit or
24 action is reduced to judgment then the cost of such defense shall

1 be ultimately divided or distributed between the parties in the
2 following manner:

3 A. An adjudication by the court or trier of fact that neither
4 the City nor the Developer is responsible or liable for the
5 plaintiffs' injuries or damages, then each party shall bear
6 its own costs and expenses of litigation.

7 B. An adjudication by the court or trier of fact that the
8 Developer is solely or partly responsible and liable for the
9 plaintiffs' injuries or damages while the City is relieved of
10 any responsibility and liability, then the Developer shall
11 reimburse the City for all of its costs and expenses of
12 litigation;

13 C. An adjudication by the court or trier of fact that the City
14 is solely or partly responsible for the plaintiffs' injuries
15 or damages while the Developer is relieved of any
16 responsibility and liability, then the City shall reimburse
17 the Developer for its costs and expenses of the litigation;

18 D. An adjudication by the court or trier of fact which
19 determines responsibility and liability on a comparative
20 basis between the parties, then the City and the Developer
21 shall share in the total costs and expenses of litigation in
22 that amount determined by multiplying the total percentage of
23 fault or liability attributable to the respective parties by
24 the total costs and expenses of litigation.

1 In the event that the suit or action is settled between the
2 litigants, each party shall be responsible for all of its costs
3 and expenses of litigation, unless the settlement agreement
4 provides otherwise.

5 SECTION XII - OWNERSHIP OF PROJECT

6 A. Upon the completion of the Project, and as a condition
7 precedent to the acceptance thereof by the City, the
8 Developer agrees to furnish to the City a good and sufficient
9 Bill of Sale which (i) includes all of the sewer lines and
10 appurtenances which are components of the Project, (ii)
11 attests to the fact that all of such components are free and
12 clear of all liens and other encumbrances and (iii) conveys
13 to the City all right, title and interest in and to the
14 Project.

15 B. It is understood and agreed that the Project shall
16 thereafter, upon its acceptance by the City, become and
17 remain the exclusive property of the City.

18 SECTION XIII - RIGHT OF TERMINATION

19 A. Except for the obligation of the City which is provided for
20 in subsection B of this Section XIII, the City shall have the
21 right to terminate this Agreement at any time, with or
22 without cause, upon thirty (30) days' prior written notice to
23 the Developer. Such notice shall be deemed to have been
24 given on the date on which it is delivered in person to a

1 representative of the Developer or is deposited with the
2 United States Postal Service, postage prepaid and certified -
3 return receipt requested, and addressed to the Developer at
4 8350 W. Sahara Ave Suite 290, Las Vegas, Nevada 89117 or such
5 other address as the Developer may hereafter, from time to
6 time, designate to the City in writing.

7 B. Any funds which have been expended by or on behalf of the
8 Developer for the construction and installation of the
9 Project as of the date of the Developer's receipt of such
10 written notice shall be reimbursed to the Developer as
11 hereinabove provided.

SECTION XIV - ASSIGNMENT

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

BY: _____

ATTEST:

OSCAR B. GOODMAN, MAYOR

BEVERLY K. BRIDGES, CITY CLERK

APPROVED AS TO FORM

Thomas R. Green 8/13/07
Thomas R. Green Date
Deputy City Attorney

INDIAN SUMMER DEVELOPMENT LLC

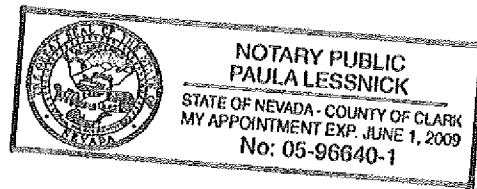
BY: *Robert Penton*

ROBERT PENTON, MANAGING MEMBER

ATTEST:

Paula Lessnick

PAULA LESSNICK, NOTARY PUBLIC



ANN ROAD / TEE PEE LANE SEWER REFUNDING AGREEMENT

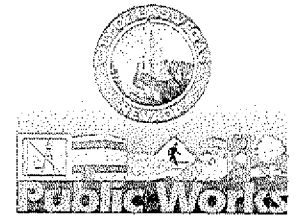
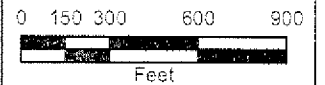
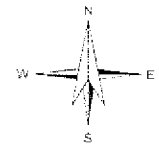


Exhibit A-1

Ann Road / Tee Pee Lane
Improvements
Oversize Agreement



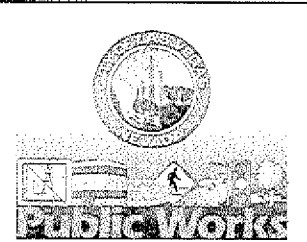
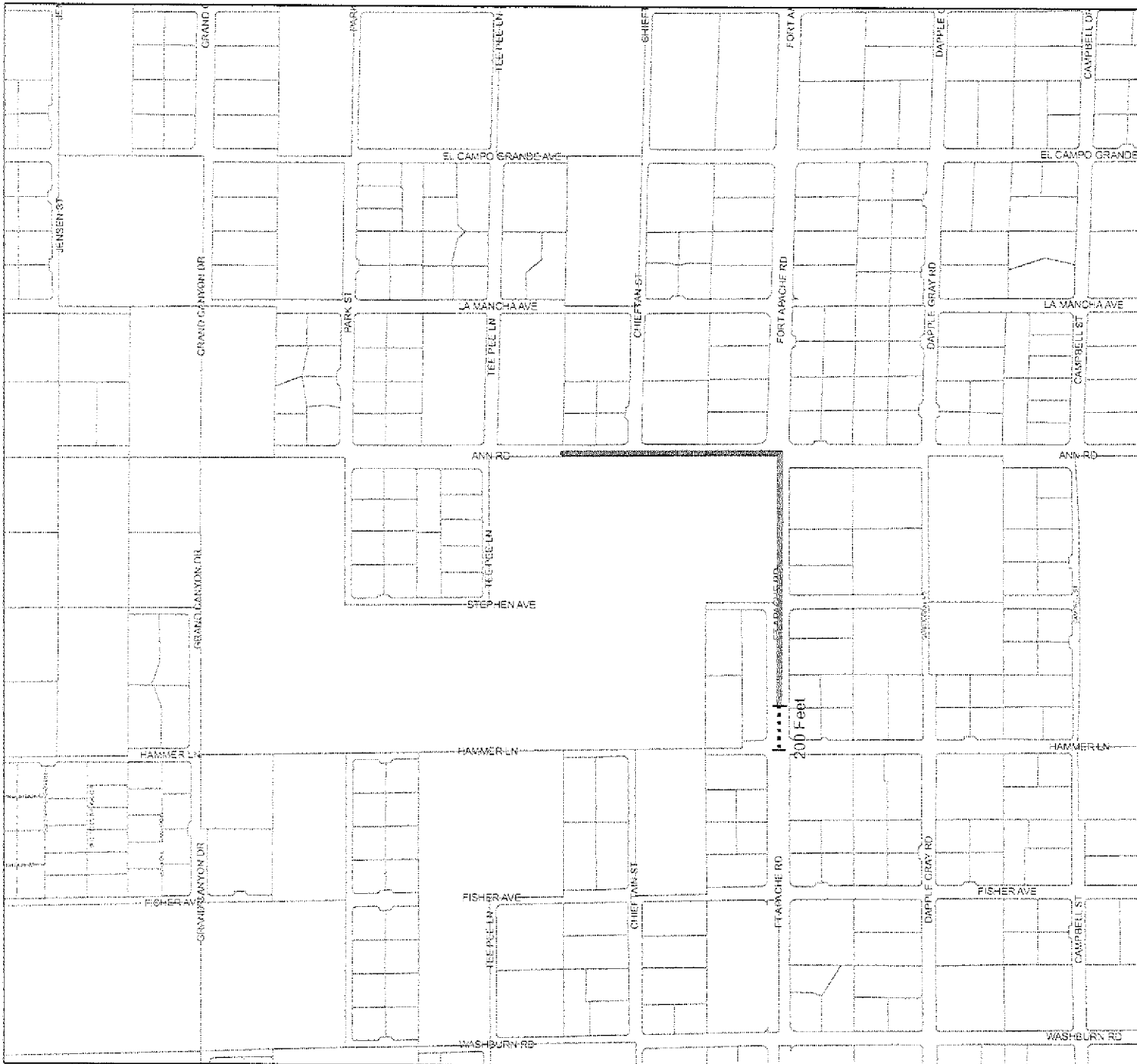


Exhibit A-2
Ann Road / Tee Pee Lane
Improvements
Extension Agreement
Limits

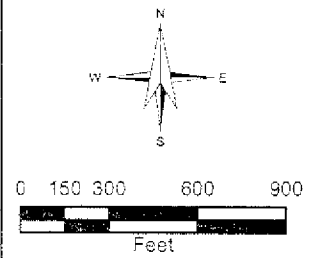


EXHIBIT "B"
COST OF CONSTRUCTION

1. Developer: Indian Summer Development LLC
8350 W. Sahara Ave Suite 290
Las Vegas, NV 89117
2. Development: Ann Road / Tee Pee Lane Improvements
3. Engineer: JPL Engineering Inc.
8620 S. Eastern Ave., Suite 8
Las Vegas, NV 89123
4. Basis for Over-sizing Costs - Prices for the over-sizing portion of this agreement are based upon the lowest cost differential as submitted by:
- K.W. Pipeline, Inc.
680 Professional Avenue
Henderson, NV 89015

Over-sizing Portion of the Project - 8-inch to 12-inch

8-inch PVC Sewer	LF	1300	\$37.00	\$48,100.00
12-inch PVC Sewer	LF	1305	\$40.00	\$52,200.00
48-inch Manholes Type I	EA	8	\$2,100.00	\$16,800.00
Traffic Control	LS	1	\$17,000.00	\$17,000.00
Asphalt R & R	SF	1840	\$6.00	\$11,040.00
Total Over-Size Item Costs				\$145,140.00

Project Costs without Over-sizing

8-inch PVC Sewer	LF	2605	\$36.00	\$93,780.00
48-inch Manholes Type I	EA	8	\$2,100.00	\$16,800.00
Traffic Control	LS	1	\$17,000.00	\$17,000.00
Asphalt R & R	SF	1840	\$6.00	\$11,040.00
Total Costs without Over-Sizing				\$138,620.00

Pipe Oversizing Reimbursable Amount \$6,520.00

5. Basis for the Extension Costs - Prices for the extension portion of this agreement are based on the successful low bidder for all phases of the project as submitted by:

Spirit Underground LLC
3525 W. Hacienda Ave
Las Vegas, NV 89118

12-inch (8-10)	LF	1067	\$41.00	43,747.00
12-inch (7-8)	LF	152	\$38.00	5,776.00
12-inch (6-7)	LF	88	\$36.00	3,168.00
8-inch C900 (6-7)	LF	70	\$33.40	2,338.00
8-inch SDR35 (8-10)	LF	1292	\$31.20	40,310.40
Reinforced Concrete Encasement	LF	78	\$80.00	6,240.00
48-inch MH (8-10)	EA	7	\$2,110.00	14,770.00
48-inch Shallow MH (6-7)	EA	1	\$1,810.00	1,810.00
Cap 12-inch sewer	EA	1	\$170.00	170.00
R&R AC	SF	1222	\$8.30	10,142.60
Slurry Backfill	CY	40	\$116.00	4,640.00
Traffic Control	LS	1	\$6,180.00	6,180.00
Trench Safety	LS	1	\$1,680.00	1,680.00
Total Over-Size Item Costs				\$140,972.00

Minus the Over-Sizing Reimbursable Amount (\$6,520.00)

Minus the first 200 feet of 8-inch @ \$31.20 per lf (\$6,240.00)

Minus the 12-inch sewer adjacent to the development
315 feet of 12-inch @ \$41.00 per lf (\$12,956.00)

Reimbursable Subtotal \$115,256.00

95% Multiplier per agreement x 0.95

Maximum Extension Costs Reimbursable Amount \$109,493.20

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; (e) trust -- the trustee and beneficiaries.

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.

Block 1 Contracting Entity
Name <u>Indian Summer Development LLC</u>
Address <u>8350 W. Sahara Ave - Ste 290</u> <u>Las Vegas, NV 89117</u>
Telephone <u>702-889-9000</u>
EIN or DUNS <u>20-3541017</u>

Block 2 Description
Subject Matter of Contract/Agreement
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Robert Penton - mgr	8350 W. Sahara Ave #290, LV, NV ⁸⁹¹¹⁷	702-889-9000
2.	Daved Abraham - mgr	8350 W. Sahara Ave #290, LV, NV ⁸⁹¹¹⁷	702-889-9000
3.	Jay Jacobsen - mgr	8350 W. Sahara Ave #290, LV, NV ⁸⁹¹¹⁷	702-889-9000
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

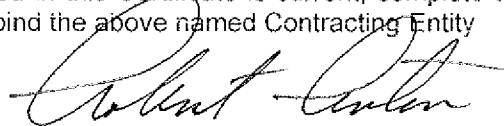
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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: _____

Date of Attached Document: _____ Number of Pages: _____

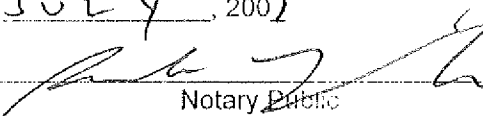
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

State of Nevada
County of ~~Clark~~ Clark


Name
7-26-07
Date

Subscribed and sworn to before me this 26th day of

JULY, 2002


Notary Public

