

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 16th day of April, 2008 (the "Effective Date"), by and between DI Hollywood LLC, ("Seller") and City of Las Vegas and or Nominee ("Buyer") with reference to the following facts:

- A. Seller is the owner of certain real property ("Property") located within the County of Clark, Nevada, commonly known as, APN: 161-10-711-049
- B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property more fully described below pursuant to the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. **OFFER TO SELL.** With the execution of this Agreement by Seller, Seller hereby offers to sell the Property subject to the terms and conditions set forth herein (Sections 1 through 20), which offer shall remain open and irrevocable until 5:00 p.m., April 17, 2008, unless otherwise extended in writing by Seller. Buyer may accept this offer by executing this Agreement, and returning a copy of the executed Agreement to Seller before expiration of the acceptance period provided in this Section.

2. **PROPERTY DESCRIPTION.** The Property consists of +/- 20.78 acres, whose legal description is described in Exhibit A, if attached hereto, or whose legal description will be prepared by the Title Company and approved by the Buyer, and subsequently attached hereto as Exhibit A, within ten days after the opening of Escrow. A Site Plan depicting the Property is attached hereto as Exhibit "B". The Property is further identified as Assessor's Parcel Number's 161-10-711-049.

3. **PURCHASE AND SALE COVENANT.** With the execution of this Agreement by the parties, Seller agrees to convey to Buyer, and Buyer agrees to acquire from Seller, the Property subject to the terms and conditions set forth herein.

4. **PURCHASE PRICE.** In consideration for the conveyance of the Property, Buyer agrees to pay to Seller the sum of Eight Million Three Hundred Thousand Dollars (\$8,300,000) ("Purchase Price"). The Purchase Price shall be paid as follows:

a. Buyer will deposit the sum of Twenty Thousand and No/100ths Dollars (\$20,000.00) (the "Deposit") into escrow as earnest money evidencing Buyer's good faith to acquire the Property. Upon the expiration of the Contingency Period described in Section 6, the Deposit shall become non-refundable unless terminated by the Buyer for breach by Seller. The Deposit shall apply toward the Purchase Price of the Property.

b. On or before April 22, 2008, ("Close of Escrow"), Buyer shall deposit into escrow the balance of the Purchase Price in the amount of Eight Million Two Hundred Eighty Thousand and No/100ths Dollars (\$8,280,000.00).

5. **OPENING OF ESCROW.** The escrow shall be deemed opened when Buyer has deposited the signed Agreement or made the Deposit with the Escrow Company (Nevada Title Company, attention Wonda Tollison, whose office is located at 2500 North Buffalo, Suite 150, Las Vegas, Nevada). The Escrow Company shall issue the usual form of escrow instructions for transactions of the type

provided for herein, except that the instructions shall incorporate all terms and conditions of this Agreement, and in addition shall provide the following:

a. To close escrow within forty five (45) days or sooner, at the option of the Buyer, from the expiration of the Contingency Period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date shall be set on the next succeeding working day.

b. Seller shall pay any Documentary Transfer Tax and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be paid by Seller in accordance with the usual practices in Clark County, Nevada;

c. Real property taxes shall be prorated to Close of Escrow;

d. Any special assessments or fees outstanding on the Property which are of record shall be delineated by Escrow Company and prorated to Close of Escrow; and

e. In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

6. **CONTINGENCY PERIOD.** With the opening of escrow, Buyer is granted a 45 day period of time ("Contingency Period") to physically inspect the Property pursuant to Section 7 below and to examine the condition of title to the Property. The Contingency Period shall commence on the day following the opening of escrow. The Escrow Company shall notify both Buyer and Seller in writing of the date escrow is opened, the date the Contingency Period expires, and the date for the Close of Escrow.

The Contingency Period is granted solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein prior to the expiration of the Contingency Period. In the event Buyer elects to terminate this Agreement as provided herein, Buyer shall notify Seller and the Escrow Company in writing (via U.S. mail, hand-delivery or by fax), and the Deposit made by Buyer, plus any interest earned thereon, shall be immediately returned to Buyer, less any escrow costs incurred. Buyer shall have no further obligations or liability under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

If no such notice is received by Seller, Buyer shall be deemed to have approved or waived any and all contingencies. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price upon the closing of escrow.

7. **INSPECTION OF THE PROPERTY.** During the Contingency Period, Buyer and its representative shall have the right to enter upon and inspect the Property at all reasonable times for the purpose of conducting such boundary and topographical surveys, surface and subsurface soil and engineering tests and environmental assessments as Buyer may reasonably require, but such surveys, tests and assessments shall not damage the Property. Notwithstanding any other provision of this Agreement, Buyer shall have the right to terminate this Agreement, prior to expiration of the Contingency Period, if inspection of the Property reveals soil or other conditions that are not acceptable to Buyer. Buyer agrees to remedy any damage to Property committed during the course of such inspection and as a result of

Buyer's exercising the right granted herein. **Failure to object to the physical condition of the Property within the Contingency Period shall be deemed acceptance and approval of the physical condition of the Property by Buyer.**

8. **EXAMINATION OF TITLE.** During the Contingency Period, Buyer shall have the right to review the condition of the title to the Property. Within 7 days after opening escrow, Escrow Agent shall deliver to Buyer a preliminary title report ("PTR") of the Property, including full copies of all Schedule B items. Any delay in providing the PTR to Buyer shall extend the Contingency Period by an equal length of time. Buyer shall be entitled to object to any matters disclosed by the PTR or any matter disclosed by a survey of the Property by delivering written notice to Seller and Escrow Agent prior to the expiration of the Contingency Period. Seller shall, within (5) days after receipt of Buyer's objections, notify Buyer and Escrow Agent in writing whether Seller will remove the objectionable item or declines to do so. Buyer may, at any time on or before the end of the Contingency Period, notify Seller and Escrow Agent in writing of Buyer's election to either (i) terminate this Agreement, whereupon this Agreement shall terminate, the Deposit shall be returned to Buyer or (ii) waive the objection and proceed with the Close of Escrow. Those exceptions that appear on the PTR, and any conditions shown on the Survey of the Property, which are accepted by Buyer, shall constitute permitted encumbrances to the condition of the title for the Property. **Failure to object to the condition of title to the Property within the Contingency Period shall be deemed acceptance and approval by Buyer of the condition of title as disclosed by the PTR.**

9. **CONDITION OF TITLE.** Seller agrees to convey a title to the Property in a condition acceptable to Buyer subject only to the liens, encumbrances or defects in title which have been approved in writing by the Buyer prior to the Close of Escrow, and to execute the deed described in Section 12 below. Seller shall not cause, allow or permit any new lien, encumbrance, easement or other exceptions to the title to be placed against the Property subsequent to Seller's execution of this Agreement without the written approval of Buyer. Any breach of this provision shall entitle Buyer to terminate this Agreement.

10. **TITLE INSURANCE.** The Seller agrees to cause Nevada Title Company ("Title Company") to issue a CLTA Policy of Title Insurance with such endorsements as requested by Buyer subject only to the exceptions approved by Buyer. The title insurance shall be issued in the amount of the Purchase Price.

11. **CONDITIONS TO CLOSE OF ESCROW.**

a. **GENERAL.** The provisions of this Section are conditions precedent to the Close of Escrow, and are covenants to this Agreement. If any of these conditions are not satisfied, Buyer shall be entitled to terminate this Agreement.

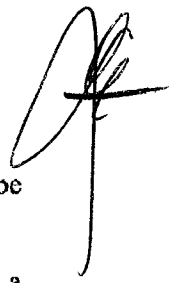
b. **APPROVAL OF THE PHYSICAL CONDITION OF THE PROPERTY.** Buyer's obligation to acquire the Property shall be conditioned upon the approval of the physical condition of the Property. Buyer shall have the absolute and sole discretion to determine the acceptability of the physical condition of the Property including, without limitation, the approval of the results of any surveys, tests and/or assessments to determine the presence or absence of any problems involving hazardous wastes or toxic materials, or any other factor which Buyer may consider relevant to its decision to acquire the Property.

c. **ZONING.** The Seller shall present a Clark County Board of County Commissioners Notice of Final Action satisfactory to the Buyer on or before the Close of Escrow confirming the Board of County Commissioner's approval of Waiver of Condition NZC-0096-04 (WC-0066-08), which action must waive the approved condition on NZC-0096-04 "to remove the time limit

SELLER


and staff to prepare an ordinance to adopt the zoning." Buyer must be satisfied that such action will result in the extension of Resolution of Intent NZC-0096-04 for two years, terminable by the Seller or Buyer upon writing to the Clark County Department of Planning and Zoning. Thereafter, the Seller, or any third party on behalf of the Seller, shall not undertake any subsequent activities to amend the Property zoning classification for any reason. If the Seller is unable to provide the above-referenced documentation prior to the Close of Escrow, the Buyer shall be entitled to terminate this Agreement.

SELLER



d. **APPROVAL OF TITLE.** Buyer's obligation to acquire the Property shall be conditioned upon approval of the condition of the title held by the Seller.

e. **DELIVERY OF POSSESSION.** Prior to the Close of Escrow and as a condition thereof, Seller shall vacate the Property (if occupied by Seller), and shall deliver the Property free and clear of the actual or right to possession and occupancy of any other person unless otherwise agreed by Buyer. Seller shall deliver possession of the Property to Buyer on or before the Close of Escrow.

f. **DEPOSIT OF DEED.** Seller shall deposit with the Escrow Company a grant, bargain, and sale deed conveying to Buyer fee simple title to the Property unless some other form of conveyance is approved by Buyer.

12. **REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Buyer the following:

a. Seller is not aware of the violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, the soil and ground water conditions or above or below ground storage tanks. Neither Seller nor, to the best of Seller's knowledge, any third party, including, but not limited to, Seller's predecessors in title, has used, generated, manufactured, treated, stored, placed, deposited, discharged, released or disposed of polychlorinated biphenyls, asbestos or any Hazardous Materials on, under or about the Property or transported the same to or from the Property. For purposes of this Agreement, "Hazardous Materials" includes, but is not limited to, flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in any federal, state or local law, regulation or ordinance and any petroleum and petroleum products, including crude oil and any product derived directly or indirectly from petroleum or crude oil.

b. Seller owns good and marketable fee simple title to the Property, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. Seller has taken no action prior to the Close of Escrow which would adversely affect title to the Property.

c. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

d. Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private.

e. There are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Seller, or relating to Seller's assets.

Each representation and warranty given above, respectively (i) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (ii) is material and being relied upon by the other party, (iii) is true in all respects as of the date hereof, and (iv) shall be true in all respects as of the Close of Escrow.

13. **DEFAULT AND REMEDIES.** In the event of a default by Buyer of the terms of this Agreement, Seller shall receive the Deposit as liquidated damages (representing full compensation for all damages sustained by Seller, the parties expressly agreeing that damages are difficult to ascertain and that the Deposit accurately reflects the damages likely to be sustained by Seller). Seller shall have no further recourse against Buyer.

In the event of a default by Seller of the terms of this Agreement, Buyer shall have the option to terminate this Agreement or exercise all remedies available to it under law or equity including the right to seek specific performance of this Agreement. If terminated, the Escrow Company shall return the Deposit to Buyer and Seller agrees to reimburse Buyer for all expenses, including attorney's fees, incurred by Buyer. If specific performance is granted, Seller shall receive the Purchase Price less Buyer's attorneys' fees incurred.

14. **REAL ESTATE COMMISSION DISCLOSURE.** Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except PHD Properties, David Weeks, who shall be paid through escrow a commission of four (4%) percent of the Purchase Price by Seller. Other than this commission payable each party hereto agrees to indemnify the other party and to hold the other party harmless against any claim, loss, damage or expense of whatsoever nature, including, without limitation, attorney's fees and the costs and expenses of litigation arising from or relating to any other fees, commissions or other compensation demanded by any other brokers or finders purporting to act on behalf of the indemnifying party hereto.

15. **NOTICES.** Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: DI Hollywood, LLC
8655 S. Priest DR.
Tempe, AZ 85284
Attn: John Cork

To Buyer/nominee: City of Las Vegas
Attn: Real Estate and Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the Escrow Company.

16. **APPLICABLE LAWS.** This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

17. **ENTIRE AGREEMENT.** The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

18. **MODIFICATIONS OR AMENDMENTS.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. Upon approval of this Agreement by the City Council and after it has been fully signed and executed by all parties, the Manager of the Real Estate & Utilities Division in conjunction with the City Clerk shall have the authority on behalf of the Seller to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Agreement (except the deed to convey the Property, which shall be executed by the Mayor of the City) such as amendments, escrow document signature authority, adjustments to monetary revenue or expenditures not to exceed ten thousand dollars (\$10,000), filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's office.

19. **SUCCESSORS AND ASSIGNS.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

20. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

21. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council, effective October 1, 1999, Seller warrants that it has disclosed on the form, attached as Exhibit "C", all principals and partners of D I Hollywood LLC as well as all persons and entities holding more than a one percent (1%) interest in D I Hollywood LLC or any principal of D I Hollywood LLC. Throughout the term hereof, D I Hollywood LLC shall notify Buyer in writing of any material change in the above disclosure within (15) calendar days of any such change.

22. **FUTURE USE.** From the date Buyer has deposited the signed Agreement or made the Deposit with the Escrow Company and until the Closing or earlier termination of this Agreement:

a. Maintenance, Litigation. Sellers (i) will keep and maintain the Property in its condition as of date of this Agreement, and (ii) will use their best effort to promptly to advise Buyer of any matters directly affecting the Property arising after the date of this Agreement.

b. Contract. Sellers will not, without prior written consent of Buyer, modify, enter into, or renew any contract or other action affecting the Property which cannot be cancelled upon Closing.

23. **SECTION 1031 EXCHANGE.** DI Hollywood shall have the right to designate a parcel or parcels of other real property which it wishes to exchange for its portion of the Property, pursuant to Section 1031 of the Internal Revenue Code (an “**Exchange**”), provided that DI Hollywood has, at least ten (10) days prior to the Closing Date, (i) notified Buyer, and Escrow Company in writing of its intent to facilitate the Exchange (such written notice shall be referred to herein as the “**Exchange Notice**”), and (ii) has provided Buyer, and Escrow Company with any and all documents, agreements and the like, which are related to, and necessary for the completion of, the Exchange (the “**Exchange Documents**”). and Buyer shall cooperate with DI Hollywood in effecting such Exchange, provided that: (a) and Buyer shall not incur any additional liability or financial obligation as a consequence of the Exchange; (b) the Exchange shall in no way increase the net amount for which or Buyer is obligated under the terms of this Agreement; and (c) the DI Hollywood shall indemnify and hold and Buyer harmless from any and all liabilities, claims, losses, or actions which the other party incurs or to which the other party may be exposed as a result of the other party's participation in the Exchange, inclusive of reasonable attorneys' fees and other costs of defense. DI Hollywood shall have the right, as part of any such Exchange, to substitute another person or entity for DI Hollywood in this transaction, provided that such substitution shall not relieve DI Hollywood of its obligations hereunder. This Agreement shall not be subject to, or contingent upon, DI Hollywood's ability to effectuate any Exchange. In the event any Exchange should fail to occur, for whatever reason, the sale and purchase of the Property shall nonetheless be consummated as provided herein. The Exchange shall not impact the closing date without the prior approval of the Buyer.

24. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date that it is executed by the Buyer, which date shall be inserted in the first paragraph of this Agreement.

[SIGNATURE PAGE FOLLOWS]

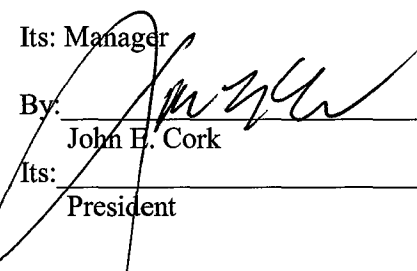
IN WITNESS WHEREOF, each party has executed this Agreement as of the respective date set forth below.

“Seller”

DI Hollywood, LLC , a Nevada limited liability company

By: Coronado West Inc., an Arizona corporation

Its: Manager

By: 
John E. Cork

Its: _____
President


Executed on 3/27/08, 2008

“Buyer” or nominee

By: 
Oscar B. Goodman, Mayor

Executed on April 16, 2008

Attest


~~Beverly K. Bridges, CMC~~
~~City Clerk~~

By: Vicky Darling
Chief Deputy City Clerk

Approved as to Form

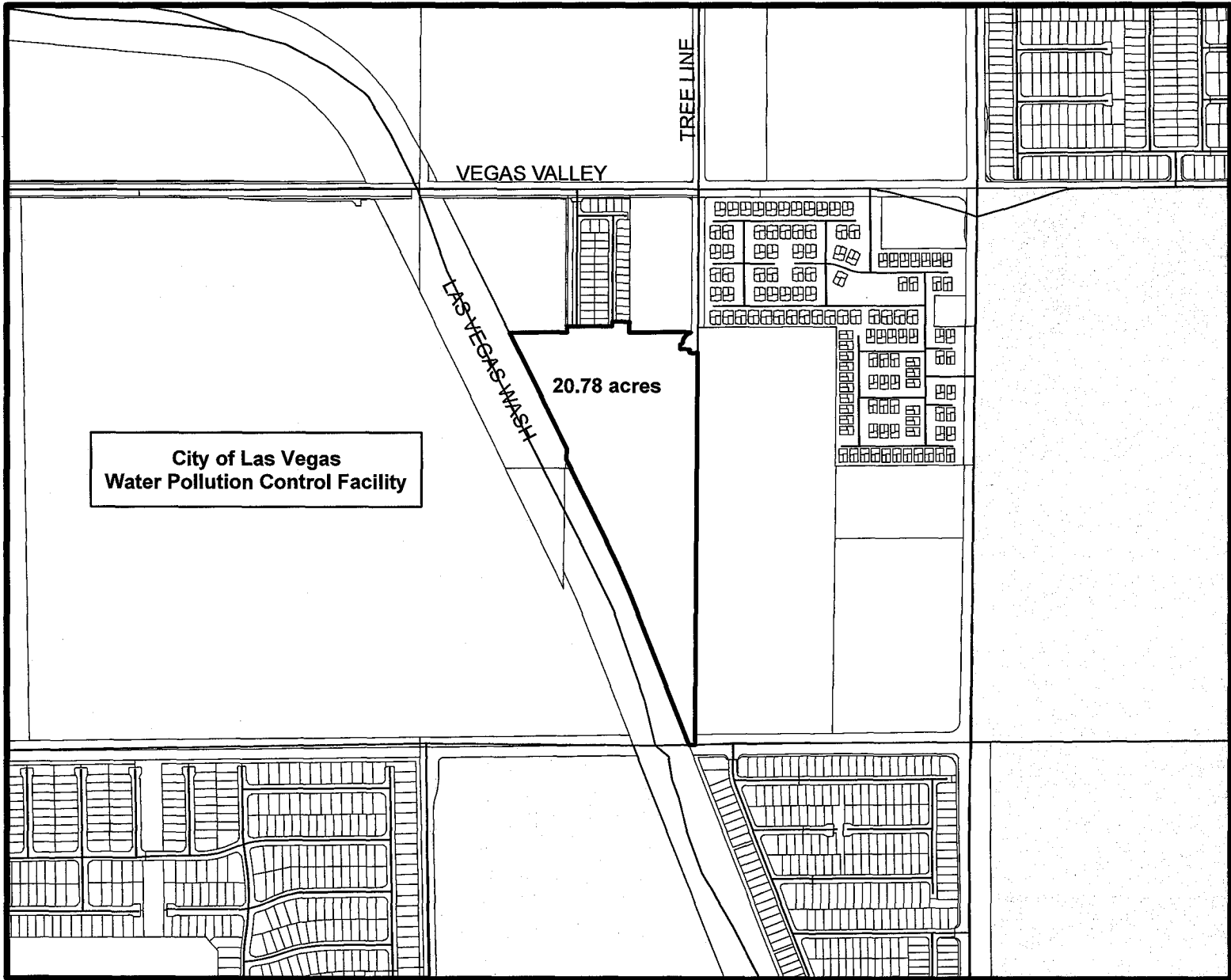
 3/28/08
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION



COMMON ELEMENT "C" OF THE FINAL MAP OF CRESTWOOD AKA VEGAS VALLEY & TREELINE – UNIT 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 137, OF PLATS, PAGE 26, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT "B"



Site Map

Legend

-  City of Las Vegas
-  USA Parcels

Facilities Management
Real Estate & Utilities



1/23/08

EXHIBIT C

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
DI Hollywood, LLC
8655 S Priest Drive Tempe, AZ 85284
(480) 820-0977
20-1850342

Block 2 Description Subject Matter of Contract/Agreement
Purchase and Sale 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.	Coronado West Inc	8655 S Priest Drive Tempe AZ 85284	(480) 820-0977
2.	John Cork	8655 S Priest Drive Tempe AZ 85284	(480) 820-0977
3.	Emilie Cork	8655 S Priest Drive Tempe AZ 85284	(480) 820-0977
4.	Nathan Cork	8655 S Priest Drive Tempe AZ 85284	(480) 820-0977
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: ____.

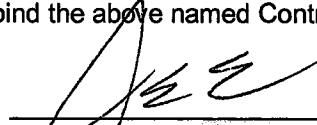
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

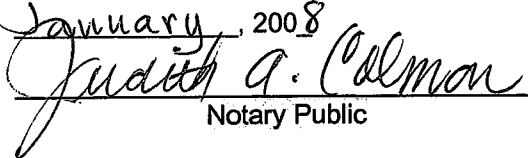


 Name

 1/15/08

 Date

Subscribed and sworn to before me this 18th day of

January, 2008


 Notary Public

