

THIRD AMENDED AND RESTATED LEASE AGREEMENT

THIS THIRD AMENDED AND RESTATED LEASE AGREEMENT (hereinafter "Restated Lease Agreement"), is made and entered into as of the 7th day of May, 2008, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and the MUSEUM OF NATURAL HISTORY d/b/a LAS VEGAS NATURAL HISTORY MUSEUM, a Nevada nonprofit corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, the Lessor is the legal owner of the property (hereinafter "Property") described in Exhibit "A", attached hereto and incorporated as though set forth in its entirety, situated in the City of Las Vegas, County of Clark, State of Nevada; and

WHEREAS, the Lessor and Lessee entered into a Lease Agreement dated November 15, 1995 ("Original Lease Agreement"), for the lease of a portion of the Property ("Premises") from the Lessor to Lessee subject to, and in accordance with, the covenants, terms and conditions of the Original Lease Agreement; and

WHEREAS, the Lessor and Lessee entered into the Amended and Restated Lease Agreement dated April 29, 1998 ("First Amended Lease Agreement") which provided for the construction of tenant improvements and the requirement to apply for and obtain grant awards for the construction of improvements; and

WHEREAS, the Lessor and Lessee entered into the Second Amended and Restated Lease Agreement dated September 22, 2002 ("Second Amended Lease Agreement") which provided for clarification of Lessee's term to satisfy the requirement for obtaining capital improvement grants. (The Original Lease Agreement, First Amended Lease Agreement, and Second Amended Lease Agreement shall collectively be referred to as the "Restated Lease Agreement".)

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by the parties hereto as follows:

SECTION ONE

LESSOR'S OBLIGATIONS

A. The Lessor does hereby lease to the Lessee for use by the Lessee as and for a museum of natural history the Premises which consist of the existing building structure and improvements which comprise a portion of the Property legally described in Exhibit "A" and more commonly known as 900 Las Vegas Boulevard North, Las Vegas, Nevada. A site map depicting the Premises and labeled "Museum Site" is attached hereto as Exhibit "B" and incorporated herein.

B. The Lessor hereby agrees to grant the Lessee an easement to the joint use with the Lessor the existing parking lot adjacent to the leased Premises during the Lessee's hours of business or for special events of the Lessee's business and the Lessor also agrees to grant the Lessee an easement to the joint use with the Lessor the existing access roads to the leased Premises for ingress and egress (collectively the "Easements"). The Easements granted herein are more specifically

depicted on the site map, Exhibit "B" and are labeled "Easement Area". The Lessor, however, reserves the right, at its election, to use the Easements to the leased Premises when deemed necessary by the Lessor. The Lessee shall have accessibility to other parking areas designated by the Lessor upon the prior consent of Lessor. Both parties acknowledge that there may be future conflicts concerning the availability of parking near the Premises; however, both parties will in good faith use their best efforts to resolve any parking conflicts.

C. The Lessor shall recognize the autonomy of operations of programs by the Lessee and shall not interfere with the general programming to be undertaken by the Lessee at the Premises so long as that programming has been approved by the Las Vegas City Council and is followed as approved including, but not limited to, the Lessee's public admission charges and quality of services.

D. The Lessor shall be responsible to furnish and supply to the Premises the following utilities and services: HVAC, water, gas, electricity and sewer. The Lessor shall maintain the off-site improvements to the Premises which are currently existing on the date of this Restated Lease Agreement. In addition, the Lessor shall be responsible for substantial, major repairs to the utilities located on the Premises.

E. The Lessor shall provide the maintenance of the exterior of the Premises. The Lessee shall maintain the interior of the Premises and shall be responsible for the abuse and destruction of Property and equipment not due to ordinary wear and tear that occurs during the hours that the Lessee operates its program.

F. The Lessor, acting through its agents, representatives or employees, shall have the right to enter upon the Premises at any reasonable hours, for the purpose of making inspections.

SECTION TWO **TERM OF LEASE**

A. In accordance with the terms of the Second Amended Lease Agreement, the Lessor acknowledges that as of the date of this Third Amended and Restated Lease Agreement, the Lessee has satisfied the requirement of obtaining a capital improvement grant of no less than Five Hundred Thousand Dollars (\$500,000.00). As a result of obtaining said grant, the term of this Restated Lease Agreement shall be fifty (50) years commencing on November 15, 1995, the date of the Original Lease Agreement ("50 year term" or "Term").

B. Ninety (90) days prior to the expiration of the Term, the Lessee shall have the obligation to enter into negotiations with the Lessor to renew and extend this Restated Lease Agreement for two (2) consecutive periods of five (5) years each ("Renewal Periods"). If any Renewal Period is exercised, the yearly rental rate and other terms of the Restated Lease Agreement shall also be subject to renegotiation between the Lessor and the Lessee.

SECTION THREE
LESSEE'S OBLIGATIONS

A. Lessee agrees to pay as rental the sum of One Dollar (\$1) per annum.

B. The following is further expressly understood and agreed to by the parties:

(1) In the event the Lessee shall hold over and remain in possession of the Premises leased after the expiration of this Restated Lease Agreement without any written renewal of this Restated Lease Agreement, that holding over shall not be deemed to operate as a renewal or extension of this Restated Lease Agreement but shall only create a tenancy from month to month that may be terminated at any time by the Lessor.

(2) The Lessee shall operate and maintain a museum of natural history which will serve as a community cultural service program geared to benefit the needs of the residents of the City of Las Vegas, Nevada, (the "Program").

(3) Upon reasonable request and notice, the Lessee shall have the right and may make space available at no charge, to nonprofit organizations including persons, firms, corporations, clubs and associations on a one time basis to said organizations, for cultural purposes or activities. The Lessee shall determine whether or not such request complies as a cultural purpose or activity and is beneficial to the community of the City of Las Vegas. The Lessor has the right, through the City Manager or designee, to review any request denied by the Lessee.

(4) The Lessee shall plan and operate its Program at the Premises so that it will not exclude any resident of the Program or the community because of race, nationality or religious convictions.

(5) The Lessee shall have paid staff present at the Premises whenever the Lessee's Program is in operation.

(6) The Lessee agrees to keep accurate books and records in accordance with generally accepted accounting practices. All books and records maintained by the Lessee relating to all financial transactions should be available upon reasonable notice at all reasonable hours to the inspection of the Lessor and its agents. On or before the third Wednesday of each calendar month of the Term, the Lessee shall deliver to the Lessor's City Manager or designee a monthly financial report, certified by an officer of the Lessee to be true and accurate, showing all financial transactions during the preceding month. On or before the sixtieth (60th) day after the end of each fiscal year, the Lessee shall deliver to the Lessor's City Manager or designee a certified statement prepared by the Lessee's independent certified public accountant showing all financial transactions for the preceding year, or if some other accounting record is required by the Lessee's Board of Directors then the record shall be provided (i.e. an independent financial audit).

(7) The needs of the community of the City of Las Vegas shall be given consideration in the planning of the Lessee's Program at the Premises and, therefore, the parties agree that joint staff meetings shall be held semi-annually between representatives of the Lessor and

the Lessee, to facilitate mutual cooperation and make possible regular re-examination of the effectiveness of the Lessee's Program at the Premises.

(8) Lessee shall maintain the interior of the Premises in a safe condition and in good repair and shall notify Lessor of any condition on the exterior of the Premises in need of repair. Lessee shall be responsible for the day-to-day maintenance and cleaning of the Premises and all improvements, maintenance and alterations to the exhibits displayed or owned by the Lessee, including utility services for the exhibits.

(9) The Lessee shall indemnify the Lessor, its officers and employees and save it harmless from and against any loss, liability, claims, damages and causes of action on account of injury or death of persons or damage to or loss of property arising out of the Lessee's possession, maintenance, use and operation of the Premises by reason of this Restated Lease Agreement.

(10) Throughout the applicable term of this Restated Lease Agreement, the Lessee shall, at its sole cost and expense, cause equipment, fixtures, improvements and other property located in the Premises to be kept insured to the full insurable value but not less than Five Hundred Thousand and No/100ths Dollars (\$500,000.00) without the prior written consent of the Lessor, which shall not be unreasonably withheld, against the perils of explosion, fire and like perils, and the Lessee will be shown as the loss payee on the insurance policy. It is understood that the Lessor shall insure the building only, with the Lessee responsible for insuring all contents therein.

(11) The insurance shall be procured from a company authorized to do business in the State of Nevada and satisfactory to the Lessor and the Lessee and shall provide evidence satisfactory to the Lessor that such coverage has been procured and is being maintained. A certificate of insurance will be furnished the Lessor annually, showing the Lessee as a named additional insured on the policy.

(12) Comprehensive public liability and property damage insurance, naming the Lessor and the Lessee against claims for personal injury or death or property damages suffered in connection with the use and occupancy of the leased Premises with minimum liability limits of One Million and No/100ths Dollars (\$1,000,000.00) and a certificate of insurance will be furnished to the Lessor annually showing the Lessor as a named additional insured on the policy.

(13) The Lessee shall not rent or sublet space in the Premises, without the written consent of the Lessor's representative, the City Manager or designee, which consent will not be withheld unreasonably. Any such person, firm, corporation, club or association (individually "third party" and collectively "third parties") which agrees to the use of space on the Premises shall be required to indemnify both the Lessor and the Lessee and save them harmless against all liability, claims, damages and causes of action arising out of said third parties' possession, maintenance or use or operation of space on the Premises. A written agreement which provides for indemnification of the Lessor as stated above shall be signed by each third party which intends to use the space at the Premises. The Lessee shall have the right during special events held in the space used by a third party to charge for the use of the parking lot, provided proper and sufficient insurance is maintained to cover said activity. The right provided herein terminates upon the Lessor's determination to the use of the parking area for future construction projects.

(14) If the Premises leased to the Lessee are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenantable, the Premises (the building itself, but not the contents or property of the Lessee) shall be repaired with due diligence by the Lessee at its own cost and expense. If the damage shall be so extensive as to render such Premises untenantable, but capable of being repaired in one hundred eighty (180) days, the Premises shall be repaired with due diligence by the Lessor at its own cost and expense, and the rent payable shall be proportionately paid up to the time of such damage and then cease until such time as the Premises are fully restored. In the event the Premises are completely destroyed by fire, explosion, the elements, the public enemy or other casualty, or so damaged that they will remain untenantable for more than one hundred eighty (180) days, the Lessor shall be under no obligation to repair and reconstruct the Premises. If, within twelve (12) months after the time of such damage or destruction said Premises shall not have been repaired or reconstructed, the Lessee may give the Lessor written notice of its intention to cancel this Restated Lease Agreement in its entirety as of the date of such damage or destruction.

(15) The Lessee agrees to pay any taxes or assessments which may be lawfully levied against the Lessee's occupancy or use of the demised Premises as a result of the Lessee's occupancy.

SECTION FOUR
COVENANT OF DESIGN AND CONSTRUCTION
FOR PATIO EXPANSION AREA

As a condition of obtaining said capital improvement grant award, the Lessor authorizes the Lessee to construct certain improvements and Lessee covenants to construct certain improvements to the building on the Premises, specifically, an addition to the building comprising an approximate 4,000 square feet which will encompass the patio area next to the building ("Expansion Improvements"). The Expansion Improvements will be used by the Lessee for additional exhibit museum space and other related museum uses of the Lessee. Prior to commencement of construction of the Expansion Improvements, the plans and specifications for the Improvements, preliminary and final, shall be submitted to the Lessor for review and approval. The Lessor shall not unreasonably withhold, delay or condition such approval or require unreasonable restrictions on the Improvements and, in the event of disapproval, the Lessor shall give to the Lessee an itemized statement of reasons for disapproval within thirty (30) days after the plans and specifications are submitted to the Lessor. Failure of the Lessor to act on the Lessee's request for approval within thirty (30) days after submission shall be deemed as Lessor's approval. Any approvals required of the Lessor pursuant to this Section shall be separate and distinguished from the approval process required by the City of Las Vegas Departments and Planning and Development, Building and Safety, and any other applicable governmental entity.

The cost and expense of any and all Expansion Improvements upon the Premises is the complete and sole responsibility of the Lessee, except for those items specifically approved by the City in writing. Lessor agrees that it will cooperate with and facilitate the Lessee securing all necessary building and other permits required to enable the Lessee to perform the obligations in this Section.

SECTION FIVE
PERFORMANCE SECURITY AND PAYMENT BOND

Lessee shall furnish to Lessor, not later than fifteen (15) calendar days prior to the Construction Date, performance security in the form of either a deposit in cash or a bank letter of credit in a form and from an issuer acceptable to Lessor, or a performance bond that is written by a corporate surety that is licensed to do business in the State of Nevada, in an amount that is equal to one hundred percent (100%) of the aggregate amount of the contracts for the construction of the Expansion Improvements, said performance security to be conditioned upon Lessee's completion of the construction in accordance with the final plans and specifications. Lessee shall also furnish to Lessor a payment bond, or a bank letter of credit in a form and from an issuer acceptable to Lessor, the sum of which shall be equal to the aggregate amount of the contracts for the construction of the Expansion Improvements, said payment bond to be conditioned upon Lessee's prompt payment in full of the costs of all labor, materials, tools and equipment that are used in the prosecution of the work.

The Lessor shall execute and record a Notice of Nonresponsibility pursuant to NRS 108.234 following the execution of this Restated Lease Agreement.

SECTION SIX
ALTERATIONS, IMPROVEMENTS AND CHANGES PERMITTED

The Lessee shall have the right to make such alterations, improvements and changes to the Premises and Expansion Improvements that may from time to time be deemed necessary by the Lessee on the Premises, provided that prior to making any structural alterations, improvements or changes, the Lessee shall obtain the Lessor's written approval of the plans and specifications therefor, provided that the value of the Premises shall not be diminished and the structural integrity thereof shall not be adversely affected by any such alterations, improvements or changes. In the event of disapproval, the Lessor shall give to the Lessee an itemized statement of reasons for the disapproval. If the Lessor does not disapprove the plans and specifications provided for in this Section 6 within thirty (30) days after they have been submitted to the Lessor, the plans and specifications shall be deemed to have been approved by the Lessor. The Lessor will in no event make any alterations, improvements or other changes of any kind to the Premises or Improvements unless agreed to in writing by the parties.

SECTION SEVEN
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS/ORDINANCES

Lessee shall obtain any and all federal, state and local permits and licenses required to operate the museum of natural history as described in Section One of this Restated Lease Agreement. Lessee further agrees to abide by all applicable federal, state and local codes, regulations, statutes, ordinances and laws, now in force or which hereafter may be in force with respect to the Premises.

SECTION EIGHT
SURRENDER OF PROPERTY

At the expiration or any other authorized termination of this Restated Lease Agreement, Lessee shall surrender the Premises in the same condition as it was in upon delivery of possession thereto under this Restated Lease Agreement, including the all improvements placed on the Premises with the consent of the Lessor, reasonable wear and tear excepted, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its personal property, including Lessee's equipment and furnishings and trade fixtures and shall repair any damage caused by such personal property or the removal thereof. If Lessee fails to remove its personal property and fixtures upon the expiration or any other authorized termination of the Restated Lease Agreement, the same shall be deemed abandoned and shall become the property of Lessor.

SECTION NINE
HOLDING OVER

Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at the rent herein specified and shall otherwise be on the terms herein specified so far as possible.

SECTION TEN
ACCESS TO PREMISES

Lessee shall allow duly authorized representatives of the Lessee to conduct such occasional reviews and inspections of the Premises and the Lessee deems to be appropriate in order to determine whether the provisions of this Restated Lease Agreement are in compliance.

Visits by the Lessee shall be announced to Lessee at least 24 hours in advance of those visits and shall occur during normal operating hours. The representatives of the Lessee may request and, if such a request is made, shall be granted access to all the records of the Lessee which relate to the Restated Lease Agreement.

At any time during normal business hours and upon reasonable notice, Lessee's records, with respect to the Restated Lease Agreement, shall be made available for audit, examination and review by the Lessee or contracted independent auditors or any combination thereof.

SECTION ELEVEN
GENERAL PROVISIONS

The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Restated Lease Agreement.

SECTION TWELVE
NOTICES

All notices, demands or other writings in this Restated Lease Agreement provided to be

given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service as certified mail, with postage prepaid, and addressed as follows:

LESSOR: City of Las Vegas
City Manager's Office
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

COPY TO: City of Las Vegas
Real Estate and Asset Management
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

LESSEE: Museum of Natural History
d/b/a Las Vegas Natural History Museum
900 Las Vegas Boulevard North
Las Vegas, Nevada 89101
Attn: Executive Director

The address to which any notice, demand or other writing may be given to any party as above provided may be changed by written notice given by such party as above provided.

SECTION THIRTEEN **SUCCESSORS AND ASSIGNS**

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties.

SECTION FOURTEEN **DEFAULT AND TERMINATION OF LEASE**

This Restated Lease Agreement may be terminated with cause by either party giving the other party at least thirty (30) days prior written notice of such termination. Termination with cause shall occur if there has been a breach or default by the defaulting party and the non-defaulting party has provided written notice of default(s) to the defaulting party and the requirement to cure said default(s) within sixty (60) days of receipt of notice. In the event the Lease Agreement is terminated with cause as a result of the Lessee's default and failure to cure, the Lessee shall not be entitled to any compensation or reimbursements for the Improvements on the Premises from the Lessor.

SECTION FIFTEEN **VENUE**

The venue of any action brought on this Restated Lease Agreement shall lie in Clark County, State of Nevada.

SECTION SIXTEEN
MISCELLANEOUS

A. **No Assignment.** No party to this Restated Lease Agreement may assign all or any part of this Lease Agreement without the written consent of the other party whose consent shall not be unreasonably withheld.

B. **Attorneys' Fees.** In the event that any party hereto institutes an action or proceeding relating to or arising out of this Restated Lease Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

C. **Governing Law.** This Restated Lease Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

D. **Modifications; Amendments.** This Restated Lease Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

E. **Severability.** If any term, covenant, condition or provision of this Restated Lease Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Restated Lease Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

F. **Disclosure of Principals.** Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Lessee warrants that it has disclosed, on the form attached hereto as Exhibit "C", all members of Lessee as well as all persons and entities holding more than 1% (one percent) interest in Lessee or any principal member of Lessee. Throughout the term hereof, Lessee shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

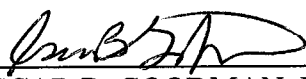
G. **Effective Date.** The Effective Date of this Restated Lease Agreement shall be the date this Second Amended and Restated Lease Agreement is approved by the City Council of the City of Las Vegas.

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IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Lease Agreement on the day and year first above written.

LESSOR:


CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:



BEVERLY K. BRIDGES, CMC, City Clerk

APPROVED AS TO FORM:

 4/25/08
Date

LESSEE:

MUSEUM OF NATURAL HISTORY
d/b/a LAS VEGAS NATURAL HISTORY MUSEUM

By: 
Its: Director

ATTEST:

EXHIBIT "A"

A.P.N. 139-26-301-001 (020-120-012)
NATURAL HISTORY MUSEUM SITE

That portion of the Southwest Quarter (SW 1/4) of Section 26 and the Southeast Quarter (SE 1/4) of Section 27 in Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of PARCEL 2 as shown on that certain parcel map on file in File 66 of Parcel Maps, Page 53 of Clark County, Nevada Records, described as follows:

BEGINNING at the Southwest corner of PARCEL 2 as shown on said File 66 of Parcel Maps, Page 53; thence along the Westerly boundary line of said PARCEL 2, the following three (3) courses: 1) North 16°41'39" East a distance of 277.42 feet to the TRUE POINT OF BEGINNING; 2) thence North 16°41'39" East a distance of 182.73 feet to the beginning of a tangent curve concave Westerly and having a radius of 3050.00 feet; 3) thence Northerly along said tangent curve through a central angle of 00°25'31", an arc distance of 22.65 feet to the Northwest corner of said PARCEL 2, a radial line through said point bears South 73°43'52" East; thence along the Northerly boundary line of said PARCEL 2, the following seven (7) courses: 1) thence nonradial to said curve, South 72°34'48" East a distance of 7.85 feet to the beginning of a tangent curve, concave Southwesterly, and having a radius of 40.00 feet; 2) thence Southeasterly along said curve, through a central angle of 47°22'46", an arc distance of 33.08 feet, a radial line through said point bears North 64°47'58" East; 3) thence nontangent to said curve, South 73°21'24" East a distance of 145.39 feet; 4) thence North 16°43'25" East a distance of 36.28 feet; 5) thence South 88°29'51" East a distance of 30.02 feet; 6) thence North 16°03'07" East a distance of 9.94 feet; 7) thence South 73°56'53" East a distance of 73.71 feet; thence departing the Northerly boundary line of said PARCEL 2, South 16°41'39" West a distance of 247.03 feet; thence North 73°18'21" West a distance of 285.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 60,288 square feet or 1.384 acres, more or less.

EXHIBIT "B"

Natural History
Museum Site

— Museum Site

— Easement
Area

Facilities Management
Real Estate & Utilities



4/04/08



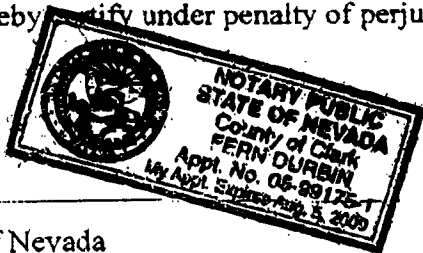
EXHIBIT "C"

Disclosure of Principals

The principals and partners of the Museum of Natural History dba Las Vegas Natural History Museum and all persons and entities holding more than 1% interest in the Museum of Natural History dba Las Vegas Natural History Museum or any principal of the Museum of Natural History dba Las Vegas Natural History Museum are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Denny Weddle, Chairman</u>	<u>3765 E. Sunset Rd., Ste 5</u>	<u>791-2377</u>
2. <u>Jill Long, Vice Chair</u>	<u>4350 N. Nellis Blvd.</u>	<u>643-1417</u>
3. <u>Anthony Guenther, Sec.</u>	<u>2300 W. Sahara, #10, Ste 1000</u>	<u>873-4100</u>
4. <u>Michael Davidson, Treasurer</u>	<u>2332 Las Vegas Blvd., Ste 300</u>	<u>633-2426</u>
5. <u>Charles Creigh</u>	<u>2970 W. Sahara, Ste 100</u>	<u>221-2500</u>
6. <u>Mike Fauci</u>	<u>4320 W. Desert Inn Rd., #C</u>	<u>873-4015</u>
7. <u>Ed Jamison</u>	<u>400 S. 4th, Ste 215</u>	<u>947-3508</u>
8. <u>Stephanie Stallworth</u>	<u>121 S. Martin Luther King Blvd</u>	<u>545-1003</u>
9. <u>John Good</u>	<u>330 Golden Shore (Long Beach, CA)</u>	<u>(562) 495-3000</u>
10. <u>Richard Krause</u>	<u>2500 N. Buffalo, Ste 230</u>	<u>304-7886</u>

I hereby certify under penalty of perjury, that the foregoing list is full and complete.



State of Nevada
 County of Clark
 This instrument was acknowledged
 by Fern Durbin on 4-25-08

Museum of Natural History
 dba Las Vegas Natural History Museum

By: Marilyn Jespersen
 Its: Director

Subscribed and sworn to before me this
25 day of April, 2008.

Fern Durbin
 Notary Public