RESIDENTIAL LEASE AGREEMENT

for

1301 Heather Ridge, NLV NV 89031

(Property Address)

1. This AGREEMENT is entered into this 1ST day of April 2014 between BANONE LLC, ("LANDLORD") legal owner of the property through the Owner's BROKER, ERIC NELSON, ("BROKER") and

Tenant's Name: Lance Liu Tenant's Name: _____

Tenant's Name: STACEY Stacy Liu Tenant's Name: _____

(collectively, "TENANT"), which parties hereby agree to as follows:

2. SUMMARY: The initial rents, charges and deposits are as follows:

	Total Amount	Received	Balance Due Prior to Occupancy
Rent: From 4/1/2014, To 3/31/2017	$ 25,200	$ 700	$ Ø
Security Deposit	$ Ø	$	$
Key Deposit	$ Ø	$	$
Admin Fee/Credit App Fee (Non-refundable)	$	$	$
Pet Deposit	$	$	$
Cleaning Deposit	$	$	$
Last Month's Rent Security	$	$	$
CIC Registration	$	$	$
Utility Proration	$	$	$
Sewer/Trash Proration	$	$	$
Other	$	$	$
Other	$	$	$
Other	$	$	$
Other	$	$	$
TOTAL	$ 24,500	$ 700	$ 0

(Any balance due prior to occupancy to be paid in CERTIFIED FUNDS)

3. ADDITIONAL MONIES DUE: _____

4. PREMISES: Landlord hereby leases to TENANT and TENANT hereby leases from Landlord, subject to the terms and conditions of the lease, the Premises known and designated as 1301 Heather Ridge NLV NV 89031 consisting of SFR ("the Premises").

5. TERM: The term hereof shall commence on 4/1/2014 and continue until 3/31/2017, for a total rent of $ 25,200, then on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail (all calculation based on 30 day month).

6. RENT: TENANT shall pay rent at the monthly rate of $ 700, in advance, on the 1ST day of every month beginning the 1ST day of April, 2014 and delinquent after 5th day. There is no grace period. If rent is delinquent, it must be paid in the form of certified funds.

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7. PLACE OF PAYMENTS: TENANT shall make all payments payable to BANONE LLC and shall mail such payments to: 3611 S LINDELL SUITE 201 LAS VEGAS NV 89103 -or- _____ hand deliver such payments to SAME AS ABOVE during normal business hours.

8. ADDITIONAL FEES:

A. LATE FEES: In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of $ Ø plus $ Ø per day for each day after Ø days that the sum was due.

B. DISHONORED CHECKS: A charge of $ Ø shall be imposed for each dishonored check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

C. ADDITIONAL RENT: All late fees and dishonored check charges shall be due when incurred and shall become additional rent. **Payments will be applied to charges which become rent in the order accumulated.** All unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver of any default of TENANT, nor as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other rights and remedies under this Agreement or as provided by law.

9. SECURITY DEPOSITS: Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 2. **TENANT shall not apply the Security Deposit to, or in lieu of, rent.** At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement. Any termination prior to the initial term set forth in paragraph 5, or failure of TENANT to provide proper notice of termination, shall result in TENANT forfeiting the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of termination. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the accounting and any refund.

10. TRUST ACCOUNTS: BROKER shall retain all interest earned, if any, on security deposits to offset administration and bookkeeping fees.

11. EVICTION COSTS: TENANT shall be charged an administrative fee of $ Ø per eviction attempt to offset the costs of eviction notices and proceedings. TENANT may be charged for service of legal notices and all related fees according to actual costs incurred.

12. CARDS AND KEYS: Upon execution of the Agreement, TENANT shall receive the following:

_____ ~~Door key(s)~~	_____ ~~Garage Transmitter(s)~~	_____ ~~Other(s)~~ _____
_____ ~~Mailbox key(s)~~	_____ ~~Gate Card(s)~~	_____ ~~Other(s)~~ _____
_____ ~~Laundry Room key~~(s)	_____ ~~Gate Transmitter(s)~~	_____ ~~Other(s)~~ _____

Tenant shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. The key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Landlord or Landlord's BROKER.

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13. CONVEYANCES AND USES: TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. TENANT shall use the Premises for residential purposes only and not for any commercial enterprise or for any purpose which is illegal. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. OCCUPANTS: Occupants of the Premises shall be limited to 2 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises: LANCE LIU, ~~STACY~~ LIU, STACY LIU

15. GUESTS: The TENANT agrees to pay the sum of $ 0 per day for each guest remaining on the Premises more than 0 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 0 days.

16. UTILITIES: LESSEE shall immediately connect all utilities and services of premises upon commencement of lease. LESSEE is to pay when due all utilities and other charges in connection with LESSEE's individual rented premises. Responsibility is described as (T) for Tenant and (O) for Owner:

Electricity T	Trash T	Phone T	Other
Gas T	Sewer O	Cable T	Other
Water T	Septic O	Association Fees O	

a. TENANT is responsible to connect the following utilities in TENANT'S name: ELECTRIC, GAS, WATER,

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly: SEWER, SEPTIC

c. No additional phone or cable lines or outlets shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines or outlets.

d. If an alarm system exists on the Premises, TENANT shall obtain the services of an alarm services company and shall pay all costs associated therewith.

e. Other: _____

17. PEST NOTICE: TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. The names and numbers of pest control providers are in the yellow pages under "PEST." For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture at www.agri.nv.gov.

18. PETS: No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of $ _____ will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, TENANT agrees to pay an immediate fine of $500. TENANT agrees to indemnify LANDLORD for any and all liability, loss and

damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

19. **RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows: _____ .
TENANT shall not conduct nor permit any work on vehicles on the premises.

20. **ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. All alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.

21. **DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT. LANDLORD may pursue any and all legal and equitable remedies available.

22. **ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

23. **NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the Premises at the expiration of this Agreement. **Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in section 5 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement.** In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by ___0___ %.

24. **TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted. TENANT will allow LANDLORD to inspect the Premises in the TENANT's presence to verify the condition of the Premises.

25. **EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: _____
_____

26. **MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any **MINOR** repairs necessary to the Premises up to and including the cost of $ ___25.00___ . TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs.

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Landlord _____ Tenant _____ Tenant _____
Tenant _____ Tenant _____
Property: _____

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a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

c. In the case of landscaping and/or a swimming pool being maintained by a contractor, TENANT agrees to cooperate with the landscape and/or pool contractor in a satisfactory manner. LANDLORD provided landscaping maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the landscaping and/or shrubs, trees and sprinkler system in good condition. In the event the landscaping is not being maintained by a Contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

d. LANDLORD shall be responsible for all major electrical problems that are not caused by TENANT.

e. TENANT ___ **shall -OR-** X **shall not** have carpets professionally cleaned upon move out. If cleaned, TENANT shall present LANDLORD or LANDLORD's BROKER with a receipt from a reputable carpet cleaning company.

f. There X **is -OR-** ___ **is not** a pool contractor whose name and phone number are as follows: LANCE LIU 702 682 9785. If there is no such contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

27. **ACCESS:** TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers or insurance agents or other business therein as requested by LANDLORD, and for BROKER's periodic maintenance reviews. If TENANT fails to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

28. **INVENTORY:** It is agreed that the following inventory is now on said premises. (Check if present; cross out if absent.)

✓	Refrigerator	___	Intercom System	✓	Spa Equipment	___	___
✓	Stove	___	Alarm System	___	Auto Sprinklers	___	___
✓	Microwave	___	Trash Compactor	✓	Auto Garage Openers	___	___
___	Disposal	___	Ceiling Fans	___	BBQ	___	___
___	Dishwasher	___	Water Conditioner Equip.	✓	Solar Screens	___	___
___	Washer	✓	Floor Coverings	✓	Pool Equipment	___	___
___	Dryer	___	Window Coverings	___	Other	___	___

TENANT assumes responsibility for the care and maintenance thereof.

*Pool + Spa equipment

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29. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as an addition to rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any). [_____] [_____] [_____] [_____]

30. **INSURANCE:** TENANT __ **is -OR-** __ **is not** required to purchase renter's insurance. LANDLORD and BROKER shall be named as additional interests on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. Even if it is not a requirement of this Agreement, TENANT understands that LANDLORD highly recommends that TENANT purchase renter's insurance.

31. **ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments.

32. **ADDITIONAL RESPONSIBILITIES:**

a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises X **have -OR-** __ **have not** been freshly painted. If not freshly painted, the Premises __ **have -OR-** __ **have not** been touched up. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER no less than _____ business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock.

f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead-based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will

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notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)

g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

h. TENANT may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the tenant consents, in writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may not exhibit more than one political sign for each candidate, political party or ballot question.

33. **CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty days notice to TENANT.

34. **CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.

35. **ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

36. **NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

37. **WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.

38. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

39. **VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.

40. **SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement.

41. **LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, _____ is a licensed real estate agent in the State(s) of _____, and has the following interest, direct or indirect, in this transaction: ☒ Principal (LANDLORD or TENANT) **-OR-** ☐ family relationship or business interest: owner.

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Tenant _____ Tenant _____
Property: _____

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42. CONFIRMATION OF REPRESENTATION: The Agents in this transaction are:

Tenant's Broker: _____ Agent's Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____
License # _____

Landlord's Broker: Eric Nelson Agent's Name: Keith Little
Address: 3611 S Lindell Suite 201 Las Vegas NV 89103
Phone: _____ Fax: _____ Email: _____
License # _____

43. NOTICES: Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

BROKER: Eric Nelson
Address: 3611 S Lindell Suite 201 LV NV 89103
Phone: 702 227 0222 Fax: 702 227 0075 Email: _____

TENANT: LANCE LIU
Address: 1301 Heather Ridge NLV NV 89031
Phone: 702 682 9785 Fax: _____ Email: _____

44. ADDENDA ATTACHED: Incorporated into this Agreement are the following addenda, exhibits and other information:

A. ☐ Lease Addendum for Drug Free Housing
B. ☐ Smoke Detector Agreement
C. ☐ Other: _____
D. ☐ Other: _____
E. ☐ Other: _____

[This space is intentionally blank.]

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*45. ADDITIONAL TERMS AND CONDITIONS: TENANT HAS THE RIGHT TO CANCEL THIS LEASE AT ANY TIME AND FOR ANY REASON WHATSOEVER WITH A 60 (SIXTY) DAY NOTICE TO VACATE, THIS WALK AWAY CLAUSE IS APPROVED BY LANDLORD ERIC NELSON AS manager of BANONE LLC.

LANDLORD/OWNER OF RECORD NAME

MANAGEMENT COMPANY (BROKER) NAME

By: _____ 4/1/2014
Authorized AGENT for BROKER SIGNATURE DATE

☐ REALTOR®

TENANT'S SIGNATURE 4-1-14 DATE
Print Name: Lance C. Lin
Phone: 7026829785

TENANT'S SIGNATURE 4-1-14 DATE
Print Name: Stacey A Lin
Phone:

TENANT'S SIGNATURE DATE
Print Name:
Phone:

TENANT'S SIGNATURE DATE
Print Name:
Phone:

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Landlord _____ Tenant _____ Tenant _____
Tenant _____ Tenant _____
Property: _____

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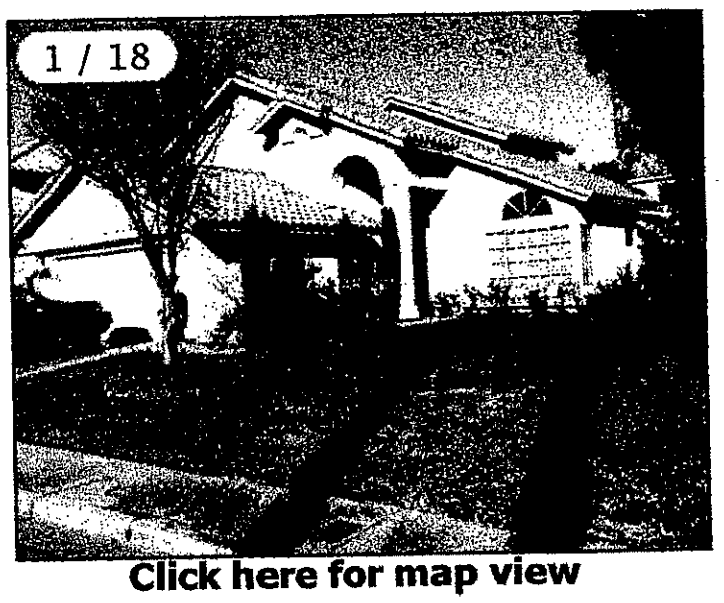
Exhibit "G"

GLVAR **RESIDENTIAL RENTAL** **08/11/14 10:43 PM**



Click here for map view

ML# **1434977** Status **L** Area **103** Rent/Mo **$1,550**
Parcel# **124-28-811-001** Listing Agent a Realtor? **Y**
Subdiv **ELDORADO** Subdiv# **2077** YrBuilt **1990**
Community City/Town **Las Vegas** Pets Y/N **Y** AdditlPetRent **N**
Comm Feat **Cc&R's Restrictions**
Elem K-2 **LEEA** Elem 3-5 **LEEA** YrRound **N** Junior **LIED** HighSch **MOJV**
Zip **89031** State **NV** LandUse **Res-Sngl Fam** Dte Avl **05/01/14**
Zoning **Zone-Single Family** Foreclosure Commenced **N**
Tower Name:

1416/GREY HUNTER DR **# 0** **0**

Virtual Tour **http://instatour.propertypanorama.com/instaview/las/1434977**

GENERAL INFORMATION

	FB	3/4	HB	Tot
#Baths	3	0	0	3

Style **SINGLE** AppxLivArea **1,976** AddLivArea Studio **N** #Beds **4** CondoConv **N** #Den/Oth **0** #Loft **0**
Type **DETACHD** AppxTotLivArea **1,976** Bldg Desc **2STORY**
Gar **2 /ATTACHD /AUTODR** Converted **N** Carport **0** UnitDesc **2LEVEL** LotSqFt **6,970**
Furnished **N** Furnished Desc **NOFURN** Parking Desc Sectn 8 Considered **N**
Pv Spa **N** PvPool **Y/Inground-Private** LsOpt Considered
D: **95N to Ann, R on Ann, L on Farpoint, R on Heather Ridge, L on Walkingstick, R on Grey Hunter**

R: **Lovely 4 bedroom, 3 bath home with Pool! Kitchen features granite countertops, built-in wine Fridge, Breakfast bar, all appliances. Vaulted ceilings, custom paint, ceiling fans, covered patio, synthetic grass in backyard. Pool Service and Landscaping included in rental price!**

FINANCIAL/DEPOSIT/REFUND INFORMATION

Deposit **1st Month Rent/Key/Pet Deposit/Security Depost** Lease **1 Year/Lease Over 1 Yr**
Ten Pays **Cable/Disposal Service/Gas/Key Deposit/Power/Water**
Admn **$50/No** Secur **$1,550/Yes** Key **$50/Yes** Pet **$250/Yes** Cleaning **$0/No** Oth
Restrict+ **No Smoking**

ADDITIONAL INFORMATION

Living **15x14 /Front /Vaulted Ceiling** 2nd Bd **11x10**
Fam Rm **12x12/Downstairs** 3rd Bd **11x10**
Grt Rm **N** 4th Bd **10x10**
Din Rm **13x15 /Living Room/Dining Combo** 5th Bd
Kitchen **Breakfast Bar/Counter/Granite Countertops/Tile Flo** Den Dim Loft Dim
MBR Des **15x14/Master Bedroom Walk-In Closet/Ceiling Fan**
MB Bath **Double Sink /Shower Only /Tub with Jets** Bed Down **N** Bath Down **Y, Full Bath Downstairs**
Firepl **2** Furnished **N** Furn Desc **No Furniture**
Landscp **Drip Irrigation/Bubblers/Front Sprinkler System/Front Lawn/Shrubs/Synthetic Grass**
Fence **Backyard Full Fenced /Block Fence**
Refrg **Y** Dispos **Y** Dishw **Y** Washer/Dryer Incl **Both** DryerUtil **Gas** Location **Separate Laundry Room**
OthAppl **Microwave/Wine Refrigerator** OvenDesc **Stove (G)**
Exterior **Covered Patio** Flooring
Interior **Blinds/Ceiling Fan(s)**

UTILITIES INFORMATION

Heating Sys **Central Heating** Heat Fuel **Gas Heating** Util Inf
Cooling Sys **Central Cooling** Cool Fuel **Electric Cooling** Cable/Satellite Avail **Y**

CONTINGENT/RENTED INFORMATION

Applic Date **06/14/14** DOM **72** O/Rent Price **$1,600** Rented Price **$1,525**
Rented Date **06/14/14** ShowPub ID **212156** RB **GCGL** Cond **VRGD** Lse **1 YEAR**

+ PET RESTRICTIONS DO NOT APPLY TO SERVICE ANIMALS.

Presented by:
Office Name:

Agent:

GLVAR

RESIDENTIAL RENTAL

08/11/14 10:45 PM

Click here for map view

5729/WALKINGSTICK LN

Virtual Tour

ML# **1436396** Status **L** Area **103** Rent/Mo **$1,350**

Parcel# **124-28-415-006** Listing Agent a Realtor? **Y**

Subdiv **ELDORADO-R1-65 #6** Subdiv# **2077** YrBuilt **1992**

Community City/Town **North Las** Pets Y/N **Y** AdditlPetRent **N**

Comm Feat **Cc&R's Restrictions**

Elem K-2 **LEEA** Elem 3-5 **LEEA** YrRound **N** Junior **CRAM** HighSch **LEGA**

Zip **89031** State **NV** LandUse **Res-Sngl Fam** Dte Avl **04/04/14**

Zoning **Zone-Single Family** Foreclosure Commenced **N**

Tower Name:

 # 0 **0**

GENERAL INFORMATION

							FB	3/4	HB	Tot
Style **SINGLE**	AppxLivArea **1,976**	AddLivArea	Studio **N**	#Beds **4**	#Baths	**3**	**0**	**0**	**3**
Type **DETACHD**	AppxTotLivArea **1,976**	Bldg Desc **2STORY**			CondoConv **N**	#Den/Oth **0**	#Loft **0**		
Gar **2**	Converted	Carport **0**	UnitDesc **2LEVEL**		LotSqFt **7,405**				

Furnished **N** Furnished Desc **NOFURN** Parking Desc Sectn 8 Considered **N**

Pv Spa **Y** PvPool **Y** LsOpt Considered

D: **FROM ANN AND CAMINO EL NORTE NORTH ON CAMINO ELDORADO WEST ON RED HOLLOW NORTH ON INDIAN RIDGE WEST ON WALSTONE TO WALKINGSTICK**

R: **BEAUTIFUL HOUSE WITH ALL NEW INTERIOR AND ALL NEW APPLIANCES . THIS IS A REAL BEAUTY. IT WILL GO FAST.**

FINANCIAL/DEPOSIT/REFUND INFORMATION

Deposit **Security Depost** Lease **Lease Over 1 Yr**

Ten Pays **Disposal Service/Gas/Water/Sewer/Power**

Admn **$80/No** Secur **$1,350/Yes** Key **$0/No** Pet **$450/Partial** Cleaning **$0/No** Oth

Restrict+ **Other Restrictions**

ADDITIONAL INFORMATION

Living **15X13 /Front** 2nd Bd **12X10**

Fam Rm **15X13/Separate Family Room** 3rd Bd **12X10**

Grt Rm **N** 4th Bd **11X10**

Din Rm **11X10** 5th Bd

Kitchen **Breakfast Nook (Eating Area)** Den Dim Loft Dim

MBR Des **15X15/Master Bedroom Walk-In Closet** Bed Down Bath Down **Y**

MB Bath **Double Sink** Furnished **N** Furn Desc **No Furniture**

Firepl **2**

Landscp

Fence **Backyard Full Fenced /Block Fence**

Refrg **Y** Dispos **Y** Dishw **Y** Washer/Dryer Incl **Both** DryerUtil **Gas** Location **Separate Laundry Room**

OthAppl **Microwave** OvenDesc **Range/Oven Gas**

Exterior Flooring

Interior **Blinds**

UTILITIES INFORMATION

Heating Sys **Central Heating** Heat Fuel **Gas Heating** Util Inf

Cooling Sys **Central Cooling** Cool Fuel **Electric Cooling** Cable/Satellite Avail Y

CONTINGENT/RENTED INFORMATION

Applic Date **04/28/14** DOM **24** O/Rent Price **$1,350** Rented Price **$1,350**

Rented Date **04/30/14** ShowPub ID **226543** RB **REOG07** Cond **EXCL** Lse **1YEAR+**

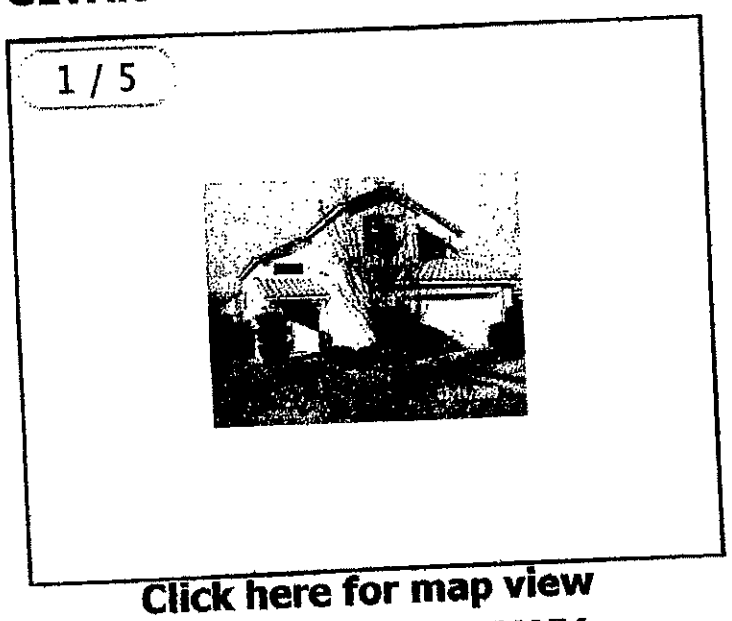
+ PET RESTRICTIONS DO NOT APPLY TO SERVICE ANIMALS.

Presented by:

Office Name:

Agent:

GLVAR **RESIDENTIAL RENTAL** **08/11/14 10:44 PM**



ML# **1449000** Status **L** Area **103** Rent/Mo **$1,395**
Listing Agent a Realtor? **Y**
Parcel# **124-28-314-011**
Subdiv# **2077** YrBuilt **1994**
Subdiv **ELDORADO**
Community **ELDORADO** City/Town **North Las** Pets Y/N **Y** AdditlPetRent **Y**
Comm Feat **Cc&R's Restrictions/Playground/Park**

Elem K-2 **LEEA** Elem 3-5 **LEEA** YrRound **N** Junior **CRAM** HighSch **LEGA**
Zip **89031** State **NV** LandUse **Res-Sngl Fam** Dte Avl **06/01/14**
Zoning **Zone-Single Family** Foreclosure Commenced **N**
Tower Name:

Click here for map view **# 0** **0**

1528/SPLINTER ROCK WY
Virtual Tour **http://instatour.propertypanorama.com/instaview/las/1449000**

GENERAL INFORMATION

	FB	3/4	HB	Tot
#Baths	2	0	1	3

Style **SINGLE** AppxLivArea **1,722** AddLivArea Studio **N** #Beds **4** CondoConv **N** #Den/Oth **0** #Loft **0**
Type **DETACHD** AppxTotLivArea **1,722** Bldg Desc **2STORY** LotSqFt **4,792**
Gar **2 /ATTACHD /AUTODR** Converted **N** Carport **0** UnitDesc **2LEVEL** Sectn 8 Considered **N**
Furnished **N** Furnished Desc **NOFURN** Parking Desc LsOpt Considered **N**
Pv Spa **N** PvPool **Y/Inground-Private**

D: **N ON US-95 PAST CHEYENNE & CRAIG; EXIT E ON ANN RD; L ON CAMINO EL DORADO ; L ON TROPICAL ; R ON CANYON GAP; R ON SPLINTER ROCK TO 1528**

R: **BASK IN THE SUN & HANG OUT IN THE POOL ALL SUMMER LONG AT THIS KNOCK YOUR SOCKS OFF HOME! GORGEOUS 2 STORY OFFERS SKY HIGH CEILINGS AND 16" CERAMIC TILE FLOORS THRUOUT 1ST LEVEL W/ DESIGNER TOUCHES A PLENTY. OPEN FLOORPLAN, GAS FIREPLACE & CEILING FANS. THE SPARKLING POOL W/ POOL SERVICE & LANDSCAPE MAINT INCLUDED IS THE CHERRY ON TOP!**

FINANCIAL/DEPOSIT/REFUND INFORMATION

Deposit **Security Depost/Pet Deposit/Other Deposit** Lease **1 Year**
Ten Pays **Disposal Service/Gas/Power/Sewer/Water/Cable**
Admn **$50/No** Secur **$1,495/Partial** Key **$0/No** Pet **$400/Partial** Cleaning **$0/No** Oth **$100/Yes**
Restrict+ **Will Consider Pets/No Smoking**

ADDITIONAL INFORMATION

Living **15X13 /Vaulted Ceiling /Formal /Entry Foyer /Front** 2nd Bd **10X10/Upstairs**
Fam Rm **16X13/Downstairs /Separate Family Room** 3rd Bd **10X11/Upstairs**
Grt Rm **N** 4th Bd **10X10/Upstairs/Ceiling Fan**
Din Rm **12X9 /Dining Area /Breakfast Room or NookFamily R** 5th Bd
Kitchen **Breakfast Bar/Counter/Tile Flooring/Tile Counterto** Den Dim Loft Dim
MBR Des **12X12/Master Bedroom Walk-In Closet**
MB Bath **Double Sink /Separate Shower /Separate Tub** Bed Down **N** Bath Down **Y, 1/2 Bath Downstairs**
Firepl **1/In Family Room/Gas Fireplace** Furnished **N** Furn Desc **No Furniture**
Landscp **Front Lawn/Front Sprinkler System/Mature Landscaping/Desert Landscaping/Rock/Gravel Landscaping/Sprinkler**
Fence **Backyard Full Fenced /Block Fence**
Refrg **Y** Dispos **Y** Dishw **Y** Washer/Dryer Incl **None** DryerUtil **Gas** Location **Separate Laundry Area**
OthAppl **Microwave** OvenDesc **Stove (G)**
Exterior **Back Yard Access/Patio** Flooring **Tile/Carpet**
Interior **Blinds/Ceiling Fan(s)**

UTILITIES INFORMATION

Heating Sys **Central Heating** Heat Fuel **Gas Heating** Util Inf **Cable TV Wired**
Cooling Sys **Central Cooling** Cool Fuel **Electric Cooling** Cable/Satellite Avail Y

CONTINGENT/RENTED INFORMATION

Applic Date **06/29/14** DOM **36** O/Rent Price **$1,395** Rented Price **$1,415**
Rented Date **06/29/14** ShowPub ID **231668** RB **RECE** Cond **EXCL** Lse **1 YEAR**

+ PET RESTRICTIONS DO NOT APPLY TO SERVICE ANIMALS.

Presented by:
Office Name:

Agent:

GLVAR **RESIDENTIAL RENTAL** **08/11/14 10:42 PM**

ML# **1452919** Status **L** Area **103** Rent/Mo **$1,600**
Parcel# **124-28-417-015** Listing Agent a Realtor? **Y**
Subdiv **ELDORADO R1-65 #4** Subdiv# **2077** YrBuilt **1990**
Community City/Town **North Las** Pets Y/N **Y** AdditlPetRent **Y**
Comm Feat **Cc&R's Restrictions**

Elem K-2 **LEEA** Elem 3-5 **LEEA** YrRound **N** Junior **CRAM** HighSch **LEGA**
Zip **89031** State **NV** LandUse **Res-Sngl Fam** Dte Avl **06/09/14**
Zoning **Zone-Single Family** Foreclosure Commenced **N**
Tower Name:

Click here for map view
1515/HEATHER OAKS WY **# 1515** **N/A**
Virtual Tour **http://instatour.propertypanorama.com/instaview/las/1452919**

GENERAL INFORMATION

	FB	3/4	HB	Tot
#Baths	3	0	0	3

Style **SINGLE** AppxLivArea **1,976** AddLivArea Studio **N** #Beds **4** #Baths **3** CondoConv **N** #Den/Oth **0** #Loft **0**
Type **DETACHD** AppxTotLivArea **1,976** Bldg Desc **2STORY**
Gar **2 /ATTACHD /AUTODR** Converted Carport **0** UnitDesc **2LEVEL** LotSqFt **7,841**
Furnished **N** Furnished Desc **NOFURN** Parking Desc
Pv Spa **Y** PvPool **Y**
Sectn 8 Considered **N**
LsOpt Considered

D: **FROM ANN ROAD AND CAMINO AL NORTE GO WEST ON ANN TO FARPOINT, GO NORTH TO HEATHER OAKS. THE HOME IS ON THE CORNER OF HEATHER OAKS AND FARPOINT.**

R: **BEAUTIFUL 1976 SQ FT 4 BEDROOM HOME. HARD WOOD FLOORING, SEPARATE FAMILY ROOM AND YOUR OWN POOL AND SPA. READY FOR IMMEDIATE MOVE IN. LANDSCAPE AND POOL SERVICE PAID FOR BY THE LANDLORD. ALL APPLIANCES FURNISHED.**

FINANCIAL/DEPOSIT/REFUND INFORMATION

Deposit **Security Depost** Lease **1 Year/Lease Over 1 Yr**
Ten Pays **Cable/Disposal Service/Gas/Power/Sewer/Water**
Admn **$75/No** Secur **$2,155/Partial**Key **$0/No** Pet **$0/No** Cleaning **$0/No** Oth
Restrict+ **Will Consider Pets**

ADDITIONAL INFORMATION

Living **14X15 /Front** 2nd Bd **10X10**
Fam Rm **18X18/Separate Family Room** 3rd Bd **10X11**
Grt Rm **N** 4th Bd **10X10/Ceiling Fan**
Din Rm **10X10** 5th Bd
Kitchen **Breakfast Nook (Eating Area)** Den Dim Loft Dim
MBR Des **12X15/Master Bedroom Walk-In Closet** Bed Down **Y** Bath Down **Y, Full Bath Downstairs**
MB Bath **Double Sink /Separate Shower /Separate Tub** Furnished **N** Furn Desc **No Furniture**
Firepl **1**
Landscp
Fence **Backyard Full Fenced /Block Fence**
Refrg **Y** Dispos **Y** Dishw **Y** Washer/Dryer Incl **Both** DryerUtil **Gas** Location **Separate Laundry Area**
OthAppl **Microwave** OvenDesc **Range/Oven Gas**
Exterior Flooring
Interior **Blinds/Ceiling Fan(s)**

UTILITIES INFORMATION

Heating Sys **Central Heating** Heat Fuel **Gas Heating** Util Inf
Cooling Sys **Central Cooling** Cool Fuel **Electric Cooling** Cable/Satellite Avail **Y**

CONTINGENT/RENTED INFORMATION

Applic Date **06/27/14** DOM **18** O/Rent Price **$1,600** Rented Price **$1,600**
Rented Date **07/11/14** ShowPub ID **227957** RB **WYNN** Cond **VRGD** Lse **1 YEAR**

+ PET RESTRICTIONS DO NOT APPLY TO SERVICE ANIMALS.

Presented by:
Office Name: Agent:

Exhibit "H"

Check Payment to LSNT for Lindell Professional Plaza
For years 2010,2011,2012

2010	$13,294.65
2011	$21,479.98
2012	($2,045.66)
Total Check Amt	**$32,728.97**

Paid Cashiers Ck #	4249654	
Payee:	Lynita Nelson	
Hand Delivered	8/30/2013	Dickerson Law Firm

Exhibit "I"

LINDELL PROPERTY ACCOUNTING FOR PERIOD OF JANUARY 1, 2010 THROUGH OCTOBER 30, 2014
(Removal of "Carli/Garett Health Insurance Premiums")
(Removal of "Lynita Insurance Premiums Through June 2013")

2010		
Lindell Net Income		$40,253.86
	50%	$ 20,126.93
Amount Actually Received		($13,294.65)
Amount Remaining Due		$6,832.28
2011		
Lindell Net Income		$ 60,420.58
	50%	$ 30,210.29
Amount Actually Received		($21,479.98)
Amount Remaining Due		$ 8,730.31
2012		
Lindell Net Income		$ 16,515.53
	50%	$ 8,257.76
Amount Actually Received		$0.00
Amount Remaining Due		$ 8,257.76
2013 (January through July - 50%)		
Lindell Net Income		$ 27,398.88
	50%	$ 13,699.44
Amount Actually Received		($3,568.37)
Amount Remaining Due		$10,131.07
2013 (August through December - 100%)		
Lindell Net Income		$ 3,706.65
Amount Actually Received		$0.00
Amount Remaining Due		$3,706.65
2014 (February through June - 100%)		
**** No Accounting for January 2014 was ever provided**		
Lindell Net Income		$ 18,201.98
Amount Acutally Received		$0.00
Amount Remaining Due		$ 18,201.98
Total Due to Lynita		**$55,860.05**
(Before consideration of interest)		
Deduction of Lynita's Insurance Premiums		($14,016.16)
Total Due to Lynita		**$41,843.89**

Exhibit "J"

THIRTY (30) DAY NOTICE OF TERMINATION OF TENANCY

To: Eric L. Nelson; Nelson & Associates; ELN Nevada Trust u/a/d/ 5/30/01; Dynasty Development Group, LLC; Dynasty Development Management, LLC and any other related individual or entity
3611 S. Lindell Road, Suite 201
Las Vegas, Nevada 89103

TO: AND ALL OTHERS IN POSSESSION

YOU ARE HEREBY NOTIFIED that, unless you enter into a mutually acceptable lease agreement with the LSN Nevada Trust on or before July 25, 2014, your tenancy of the above-described Premises is being terminated by the Landlord effective thirty (30) days from receipt of this Notice, **to wit: on or about July 25, 2014**. If you fail to enter into such a lease on or before July 25, 2014, you hereby are warned to vacate the Premises on or before the date above-referenced or the property owner will seek you eviction from the property as previously directed by the Honorable Frank P. Sullivan at the court proceedings on June 4, 2014, and the property owner will seek an award of Attorneys Fees and Costs related to such proceedings.

DATED this 25th day of June, 2014.

By _____
KATHERINE L. PROVOST, ESQ.
Attorney for Landlord

Landlord's Name and Address:

LSN Nevada Trust u/a/d 5/30/01
c/o Katherine L. Provost, Esq.
THE DICKERSON LAW GROUP
1745 Village Center Circle
Las Vegas, NV 89134
702-388-8600

AOS

NOTICE TO VACATE PROPERTY,

ERIC L. NELSON	Plaintiff	CASE NO: D-09-411537-D
VS		HEARING DATE/TIME:
LYNITA NELSON	Defendant	DEPT NO: DEPT. O

AFFIDAVIT OF SERVICE

GREGORY BROWN R-013683 being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceedings in which this affidavit is made. That affiant received copy(ies) of the LETTER DATED JUNE 25, 2014; THIRTY (30) DAY NOTICE OF TERMINATION OF TENANCY, on the 25th day of June, 2014 and served the same on the 25th day of June, 2014, at 13:25 by:

delivering and leaving a copy with the servee ERIC L. NELSON at (address) 3611 S. LINDELL ROAD, STE. 201, LAS VEGAS NEVADA 89103

SERVICE WAS PERFORMED WITH WITNESS PRESENT, SUBJECT SIGNED DOCUMENTS, SUBJECT'S DESCRIPTION: 50 YR. OLD CAUCASIAN MALE, BROWN EYES, WAVY BROWN HAIR, 5'9', APPROXIMATELY 220 LBS. (STAYED SEATED)

Pursuant to NRS 53.045

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

EXECUTED this 25 day of Jun, 2014.

GREGORY BROWN R-013683

Exhibit "K"

Katherine Provost

From: Eric Nelson [ericnelson59@gmail.com]
Sent: Thursday, July 10, 2014 9:54 AM
To: Katherine Provost
Subject: Fwd: LINDELL LEASE OFFER 07082014
Attachments: Lindell Lease Offer Signature Page 07082014.pdf; ATT00001.htm; LINDELL PLAZA UNIT 201 AB LEASE OFFER 07022014 - Copy.pdf; ATT00002.htm

Katherine I believe I'm to email to you; Keith little maybe working with Lynita too. Let me know Thur email if you have any questions. Eric

Begin forwarded message:

From: "Rochelle McGowan" <rmcgowan@enlvcorp.com>
Date: July 9, 2014 at 4:32:47 PM PDT
To: "'Eric Nelson'" <ericnelson59@gmail.com>
Subject: FW: Re: LINDELL LEASE OFFER 07082014

-----Original Message-----
From: racquetman1@cox.net [mailto:racquetman1@cox.net]
Sent: Wednesday, July 09, 2014 2:02 PM
To: Rochelle McGowan
Subject: Fwd: Re: LINDELL LEASE OFFER 07082014

Rochelle, please see the attached lease. thx
--
Keith Little
Nelson and Associates
3611 S. Lindell
Suite 201
Las Vegas NV 89103
C 702-465-1920
F 702-227-0075

Date: Wed, 9 Jul 2014 11:40:55 -0700

From: <racquetman1@cox.net>

To: "L. Nelson" <tiggywinkle55@hotmail.com>

Subject: Re: LINDELL LEASE OFFER 07082014

Lynita, let me know if you get the attachments. Thanks

---- "L. Nelson" <tiggywinkle55@hotmail.com> wrote:

Thank you, I look forward to receiving copies of the contracts for insurances on the properties. Please provide them as soon as possible for my review and to enable the option of coverage to continue without interruption.

With regard to the lease of the 2nd floor, approximately 3,200 sq ft I did not receive an attachment.

Also, the lease will be processed through the Dickerson Law group. If you will please ensure an attachment was included to them as I was not copied on the email to my legal counsel and I believe there is an expiration for a lease agreement to be entered into.

On Jul 8, 2014, at 6:51 PM, "Keith Little" <racquetman1@cox.net> wrote:

I will try to get the information to you tomorrow. Eric says he

will carry the insurance until the end of the month to give you

time to get up to speed. thanks

-----Original Message-----

From: L. Nelson [mailto:tiggywinkle55@hotmail.com]

Sent: Tuesday, July 8, 2014 3:10 PM

To: racquetman1@cox.net

Subject: Re: LINDELL LEASE OFFER 07082014

Please provide present insurance information so I can determine my options.

Which company held the residential insurance ?

> On Jul 8, 2014, at 1:48 PM, racquetman1@cox.net wrote:
>
> Lynita, Please see the attached lease offer for the 2nd floor of Lindell.

Eric will also be sending this to Dickerson's email. Also as per

Eric " will you be getting new fire and liability insurance for

Lindell and the SFR or do you want Eric to maintain the old insurance.Thank you.

--

Keith Little

Nelson and Associates

3611 S. Lindell

Suite 201

Las Vegas NV 89103

C 702-465-1920

F 702-227-0075

From: ricohcopiercorp@wydowns.com

Subject: Message from "RNP0026737C56B4 "

To: "Keith" <racquetman1@cox.net>

Date: Tue, 8 Jul 2014 13:30:35 -0700

This E-mail was sent from "RNP0026737C56B4 " (MP C3503).

Scan Date: 07.08.2014 13:30:35 (-0700) Queries to: ricohcopiercorp@wydowns.com

<lindell signature page.pdf>

<Lindell Lease Offer Signature Page 07082014.pdf> <LINDELL PLAZA

UNIT

201 AB LEASE OFFER 07022014 - Copy.pdf>

--

Keith Little
Nelson and Associates
3611 S. Lindell
Suite 201
Las Vegas NV 89103
C 702-465-1920
F 702-227-0075

Katherine Provost

From: L. Nelson [tiggywinkle55@hotmail.com]
Sent: Wednesday, July 09, 2014 12:04 PM
To: Bob Dickerson; Katherine Provost; Josef Karacsonyi
Subject: FW: LINDELL LEASE OFFER 07082014
Attachments: Lindell Lease Offer Signature Page 07082014.pdf; LINDELL PLAZA UNIT 201 AB LEASE OFFER 07022014 - Copy.pdf

[redacted]

> Date: Wed, 9 Jul 2014 11:40:55 -0700
> From: racquetman1@cox.net
> To: tiggywinkle55@hotmail.com
> Subject: Re: LINDELL LEASE OFFER 07082014
>
> Lynita, let me know if you get the attachments. Thanks
>
>

LINDELL PROFESSIONAL PLAZA LEASE

ARTICLE ONE: **BASIC TERMS**

This Article one contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. **Date of Lease:**_____

Section1.02.**Landlord: LSN TRUST**

Section1.03.**Tenant(include legal entity): _ERIC NELSON**_____

Section 1.04. **Property:** The Property is part of Landlord's multi-tenant real property development known as **3611 LINDELL SUITE 201/A+B** and described or depicted in Exhibit "A" (the Project). The Project includes the land, the buildings, and all other improvements located on the land, and the common areas described in Paragraph 4.05 (a). The Property is (include street address, approximate square footage and description)
3611 S. Lindell Road Suite 201 SUITE A+B , Las Vegas, Nevada 89103 (3,200 square feet) SECOND FLOOR)

Section 1.05. **Lease Term: 2 YEARS beginning on JULY 1ST 2014** such other date as is specified in this Lease, and **ending on JUNE 30TH 2016**

Section 1.06. **Permitted Uses:** (See Article Five) **GENERAL**

Section 1.07. **Tenant's Guarantor:** (if none, so state) **ERIC NELSON**

Section 1.08. **Brokers:** (See Article Fourteen) (If none, so state) **N/A**

Landlord's Broker:___**Eric Nelson is a Nevada Broker**

Tenants Broker:_____n/a_____

Section 1.09. **Commission Payable to Tenant's/Landlord's Broker:** (See Article Fourteen)

Section 1.10. **Initial Security Deposit:** (See Section 3.03) $___.00

Section 1.11. **Vehicle Parking Spaces Allocated to Tenant: AS PER PREVIOUS DOCUMENT** (Sec. 4.05)

Section 1.12. **Rent and Other Charges Payable by Tenant:**
(a) **BASE RENT: ONE THOUSAND NINE HUNDERD TWENTY DOLLARS ($ 1,920.00)** per month for the first _____months, as provided in Section 3.01, and shall be increased on the first day of the __n/a__ month(s) after the Commencement Date, either (i) as provided in Section 3.02, or (ii)__n/a_____(If (ii) is completed, then (i) and Section 3.02 are inapplicable.)

(b) OTHER PERIODIC PAYMENTS: (i) Real Property Taxes (See Section 4.02); (ii) Utilities (See Section 4.03); (iii) insurance Premiums (See Section 4.04); (iv) Tenant's Initial Pro Rata Share of Common Area Expenses n/a_____ (See Section 4.05); (v) Impounds for Insurance Premiums and Property Taxes (See Section 4.08); (vi) Maintenance, Repairs and Alterations (See Article Six).

Section 1.13 **Landlord's Share of Profit on Assignment or Sublease**: (See Section 9.05) ____n/a_____percent (0%) of the Profit (the "Landlord's Share").

Section 1.14. **Riders:** The following Riders are attached to and made a part of this Lease:
N/A

ARTICLE TWO: **LEASE TERM**

Section 2.01. **Lease of Property For Lease Term.** Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease term is for the period stated in Section 1.05 above and shall begin and end on the dates specified in Section 1.05 above, unless the beginning or end of the Lease term is changed under any provision of this Lease. The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

Section 2.02. **Delay in Commencement.** Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property to Tenant on the Commencement Date. Landlord's non-delivery of the Property to Tenant on that date shall not affect this Lease or the obligations of Tenant under this Lease except that the Commencement Date shall be delayed until Landlord delivers possession of the Property to Tenant and the Lease term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month. If Landlord does not deliver possession of the Property to Tenant within sixty (60) days after the Commencement Date, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after the sixty (60)-day period ends. If Tenant gives such notice, the Lease shall be cancelled and neither Landlord nor Tenant shall have any further obligations to the other. If Tenant does not give such notice, Tenant's right to cancel the Lease shall expire and the Lease term shall commence upon the delivery of possession of the Property to tenant. If delivery of possession of the Property to Tenant is delayed, Landlord and tenant shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease.

Section 2.03. **Early Occupancy.** If Tenant occupies the Property prior to the Commencement date, Tenant's occupancy of the Property shall be subject to all of the provisions of this Lease. Early occupancy of the Property shall not advance the expiration date of this Lease. Tenant shall pay Base Rent and all other charges specified in this Lease for the early occupancy period.

Section 2.04. **Holding Over.** Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the base rent then in effect shall be increased by twenty-five percent (25%).

ARTICLE THREE: **BASE RENT**

Section 3.01. **Time and Manner of Payment.** Upon execution of this Lease, Tenant shall pay Landlord the Base Rent in the amount stated in Paragraph 1.12(a) above for the first month of the Lease term. On the first day of the second month of the Lease Term and each month thereafter, Tenant shall pay Landlord the base rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

Section 3.02. **Cost of Living Increases.** The Base Rent shall be increased on each date (the "Rental Adjustment Date") state in paragraph 1.12(a) above in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical Statistical Area in which the Property is located on the basis of 1982-1984 = 100) (the "Index") as follows:

(a) The base rent (the "Comparison Base Rent") in effect immediately before each Rental Adjustment Date shall be increased by the percentage that the Index has increased from the date (the "Comparison Date") on which payment of the Comparison Base rent began through the month in which the applicable Rental Adjustment Date occurs. The Base Rent shall not be reduced by reason of such computation. Landlord shall notify Tenant of each increase by a written statement which shall include the Index for the applicable Comparison Date, the Index for the applicable Rental Adjustment Date, the percentage increase between those two Indices, and the new Base Rent. Any increase in the Base Rent provided for in this Section 3.02 shall be

subject to any minimum or maximum increase, if provided for in paragraph 1.12(a).

(b) Tenant shall pay the new Base Rent from the applicable rental Adjustment Date until the next Rental Adjustment Date. Landlord's notice may be given after the applicable Rental Adjustment Date of the increase, and Tenant shall pay Landlord the accrued rental adjustment for the months elapsed between the effective date of the increase and Landlord's notice of such increase within ten (10) days after Landlord's notice. If the format or components of the Index are materially changed after the Commencement Date, Landlord shall substitute an index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the Index in effect on the Commencement date. The substitute index shall be used to calculate the increase in the Base rent unless Tenant objects to such in writing within fifteen (15) days after receipt of Landlord's notice. If Tenant objects, Landlord and Tenant shall submit the selection of the substitute index for binding arbitration in accordance with the rules and regulations of the American Arbitration Association at its office closest to the Property. The costs of arbitration shall be borne equally by Landlord and Tenant.

Section 3.03. **Security Deposit; Increases.**

(a) Upon the execution of this Lease, Tenant shall deposit with Landlord a cash Security Deposit in the amount set forth in Section 1.10 above. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.

(b) Each Time the Base Rent is increased, Tenant shall deposit additional funds with Landlord sufficient to increase the Security Deposit to an amount which bears the same relationship to the adjusted Base Rate as the initial Security Deposit bore to the initial Base Rent.

Section 3.04. **Termination; Advance Payments.** Upon termination of this Lease under Article Seven (Damage or Destruction), Article Eight (Condemnation) or any other termination not resulting from Tenant's default, and after Tenant has vacated the Property in the manner required by this Lease, Landlord shall refund or credit to Tenant (or Tenant's successor) the unused portion of the Security Deposit, any advance rent or other advance payments made by tenant to Landlord, and any amounts paid for real property taxes and other reserves which apply to any time period after termination of the Lease.

ARTICLE FOUR: **OTHER CHARGES PAYABLE BY TENANT**

Section 4.01. **Addition Rent.** All charges payable by Tenant other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "rent" shall mean Base Rent and Additional Rent.

Section 4.02. **Property Taxes.**

(a) **Real Property Taxes.** Tenant shall pay all real property taxes on the Property (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed on the Property by or for the benefit of Tenant) during the Lease Term. Subject to Paragraph 4.02(c) and Section 4.08 below, such payment shall be made at least ten (10) days prior to the delinquency date of the taxes. Within such ten(10)-day period, Tenant shall furnish Landlord with satisfactory evidence that the real property taxes have been paid. Landlord shall reimburse Tenant for any real property taxes paid by Tenant covering any period of time prior to or after the Lease Term. If Tenant fails to pay the real property taxes when due, Landlord may pay the taxes and Tenant shall reimburse Landlord for the amount of such tax payment as Additional Rent.

(b) **Definition of "Real Property Tax."** "Real property tax" means: (i) any fee, license fee, license tax, business license fee commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property; (ii) any tax on the landlord's right to receive, or the receipt of, rent of income from the Property or against Landlord's business of leasing the Property; (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency; (iv) any tax imposed upon this transaction or based upon a re-assessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. "Real property tax" does not, however, include Landlord's federal or

state income, franchise, inheritance or estate taxes.

(c) **Joint Assessment.** If the Property is not separately assessed, Landlord shall reasonably determine tenant's share of the real property tax payable by Tenant under Paragraph 4.02(a) from the assessor's worksheets or other reasonably available information Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

(d) **Personal Property Taxes.**

(i) Tenant shall pay all taxes charged against traded fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall try to have personal property taxed separately for the Property.

(ii) If any of Tenant's personal property is taxes with the Property, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

Section 4.03. **Utilities.** Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

Section 4.04. **Insurance Policies.**

(a) **Liability Insurance.** During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property. Tenant shall name Landlord as an additional insured under such policy. The initial amount of such insurance shall be One Million Dollars ($1,000,000) per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. The liability insurance obtained by tenant under this Paragraph 4.04(a) shall (i) be primary and non-contributing; (ii) contain cross-liability endorsements; and (iii) insure Landlord against tenant's performance under Section 5.05, if the matters giving rise to the indemnity under section 5.05 result from the negligence of Tenant. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Property. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

(b) **Property and Rental Income Insurance.** During the Lease Term, Landlord shall maintain policies of insurance covering loss of or damage to the Property in the full amount of its replacement value. Such policy shall contain an Inflation Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Landlord deems reasonably necessary. Landlord shall have the right to obtain flood and earthquake insurance if required by any lender holding a security interest in the Property. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant on the Property. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. If tenant is found to be negligent, tenant shall be liable for the payment of any deductible amount under Landlord's or Tenant's insurance policies maintained pursuant to this Section 4.04, in an amount not to exceed Ten Thousand Dollars ($10,000). Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

(c) **Payment of Premiums.** Subject to Section 4.08, Tenant shall pay all premiums for the insurance policies described in paragraphs 4.04(a) and (b) (whether obtained by Landlord or Tenant) within fifteen (15) days after Tenant's receipt of a copy of the premium statement or other evidence of the amount due, except Landlord shall pay all premiums for non-primary comprehensive public liability insurance which Landlord elects to obtain as provided in Paragraph 4.04(a). For insurance policies maintained by Landlord which cover improvements on the entire project, Tenant shall pay Tenant's prorated share of the premiums, in accordance with the Formula in Paragraph 4.05(e) for determining Tenant's share of Common Area costs. If

insurance policies maintained by Landlord cover improvements on real property other than the Project, Landlord shall deliver to Tenant a statement of the premium applicable to the Property showing in reasonable detail how Tenant's share of the premium was computed. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant shall be liable for Tenant's prorated share of the insurance premiums. Before the Commencement Date, Tenant shall deliver to Landlord a copy of any policy of insurance which Tenant is required to maintain under this Section 4.04. At least thirty (30) days prior to the expiration of any such policy, tenant shall deliver to Landlord a renewal of such policy. As an alternative to providing a policy of insurance, Tenant shall have the right to provide Landlord a certificate of insurance, executed by an authorized officer of the insurance company, showing that the insurance which Tenant is require to maintain under this Section 4.04 is in full force and effect and containing such other information which Landlord reasonably requires.

(d) **General Insurance Provisions**

(i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is cancelled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicated the cost of such insurance.

(iii) Tenant shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in the Section 4.04 may not be available in the future. Tenant acknowledges that the insurance described in this Section 4.04 is for the primary benefit of Landlord. If at any time during the Lease Term, tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such addition property or liability insurance which Tenant deems necessary to protect Landlord and Tenant.

(iv) Unless prohibited under any applicable insurance policies maintained, Landlord and tenant each hereby waive any and all rights of recovery against the other, or against the officer, employees, agents or representatives of the other, for loss of or damage to its property of the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of the mutual waiver of subrogation.

Section 4.05. **Common Areas; Use, Maintenance and Costs.**

(a) **Common Areas.** As used in this Lease, "Common Areas" shall mean all areas within the Project which are available for the common use of tenants of the Project and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Landlord, from time to time, may change the size, location, nature and use of any of the Common Areas, convert Common Areas into leasable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land and/or facilities. Tenant acknowledges that such activities may result in inconvenience to Tenant. Such activities and changes are permitted if they do not materially affect Tenant's use of the Property.

(b) **Use of Common Areas.** Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause other who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's judgment, are desirable to improve the Project. Tenant shall not interfere with the rights of Landlord, other tenants or any other person entitled to use the common areas.

(c) **Specific Provision re: Vehicle Parking.** Tenant shall be entitled to use the number of vehicle parking spaces in the Project allocated to Tenant in Section 1.11 of the Lease without paying any additional rent. Tenant's parking shall not be reserved and shall be limited to vehicles no larger than standard size automobiles or pickup utility vehicles. Tenant shall not cause large trucks or other large vehicles to be parked within the Project or on the adjacent public streets. Temporary parking of large delivery vehicles may be permitted by the rules and regulations established by Landlord. Vehicles shall be parked only in striped parking spaces and not in driveways, loading areas or other locations not specifically designated for parking. Handicapped spaces shall only be use by those legally permitted to use them. If Tenant parks more vehicles in the parking area that the number set forth in Section 1.11 of this Lease, such conduct shall be material breach of this Lease. In addition to Landlord's other remedies under the Lease, Tenant may be required to pay a daily charge determined by Landlord for each such additional vehicle.

(d) **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair and shall operate the Project, in Landlord's sole discretion, as a first-class industrial/commercial real property development. Tenant shall pay Tenant's pro rata share (as determined below) of all costs incurred by Landlord for the operation and maintenance of the Common Areas. Common Area cost include, but are not limited to, costs and expenses for the following: gardening and landscaping; utilities, water and sewer charges; property management fees; maintenance of signs (other than tenant's signs); premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and worker's compensation insurance; all property taxes and assessments levied on or attributable to the Common Areas and all Common Area improvements; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; straight-line depreciation on personal property owned by Landlord which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or lease personal property used in the operation or maintenance cleaning, refuse removal, security, and similar items; reserves for roof replacement and exterior painting and other appropriate reserves; and a reasonable allowance to Landlord for Landlord's supervision of the Common Areas. Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in Common Area costs. Common Area costs shall not include depreciation of real property which forms part of the Common Areas.

(e) **Tenant's Share and Payment.** Tenant shall pay Tenant's annual pro rata share of all Common Area costs (prorated for any fractional month) upon written notice from Landlord such costs are due and payable, and in any event prior to delinquency. Tenant's pro rata share shall be calculated by dividing the square foot area of the Property as set forth in Section 1.04 of the Lease, by the aggregate square foot area of the Project which is leased or held for lease by tenants, as of the date on which the computation is made. Tenant's initial pro rata share is set out in Paragraph 1.12(b). Any changes in the Common Area costs and/or aggregate area of the Project leased or held for lease during the Lease Term shall be effective on the first day of the month after such change occurs. Landlord may, at Landlord's election, estimate in advance and charge to Tenant as Common Area costs, all real property taxes for which Tenant is liable under Section 4.02 of the Lease, all insurance premiums for which Tenant is liable under Section 4.04 of the Lease, all maintenance and repair costs for which tenant is liable under Section 6.04 of the Lease, and all other Common Area costs payable by Tenant hereunder. At Landlord's election, such statements of estimated Common Area costs shall be delivered monthly, quarterly or at any other periodic intervals to be designated by Landlord. Landlord may adjust such estimates at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments shall be effective as of the next rent payment date after notice to Tenant Within sixty (60) days after the end of each calendar year of the Lease term, Landlord shall deliver to tenant a statement prepared in accordance with generally accepted accounting principals setting forth, in reasonable detail, the Common Area costs paid or incurred by Landlord during the preceding calendar year and Tenant's pro rata share. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be) so that Landlord shall receive the entire amount of tenant's share of such costs and expenses for such period.

Section 4.06. **Late Charges.** Tenant's failure to pay rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any rent payment within ten (10) days after it becomes due, Landlord will use best efforts to notify Tenant by invoice and Tenant shall pay Landlord a late charge equal to ten (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Section 4.07. **Interest on Past Due Obligations.** Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decrease to the maximum legal interest rate permitted by law.

Section 4.08. **Impounds for Insurance Premiums and Real Property Taxes.** If requested by any ground lessor or lender to whom Landlord has granted a security interest in the Property, or if Tenant is more than ten (10) days late in the payment of tent more than once in any consecutive twelve (12) month period, Tenant shall pay Landlord a sum equal to one twelfth (1/12) of the annual real property taxes and insurance premiums payable by Tenant under this Lease, together with each payment of Base Rent. Landlord shall hold such payments in a non-interest bearing impound account. If unknown, Landlord shall reasonable estimate the amount of real property taxes and insurance premiums when due. Tenant shall pay any deficiency of funds in the impound account to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any funds in the impound account to any obligation then due under this lease.

ARTICLE FIVE: **USE OF PROPERTY**

Section 5.01. **Permitted Uses.** Tenant may use the Property only for the Permitted Uses set forth i Section 1.06 above.

Section 5.02. **Manner of Use.** Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of tenants of the Project, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for tenant's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations , orders and requirements regulation the use by tenant of the Property, including the Occupational safety and Health Act.

Section 5.03. **Hazardous Materials.** As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment of the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or without consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property.

Section 5.04. **Signs and Auctions.** Tenant shall no place any signs on the Property without Landlord's prior written consent. Tenant shall not conduct or permit any auctions or sheriff's sales at the Property.

Section 5.05. **Indemnity.** Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from: (a) Tenant's use of the Property; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in about the Property, including any contamination of the Property or any other property resulting from the presence or use of Hazardous Material caused or permitted by Tenant; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors and invitee, if applicable.

Section 5.06. **Landlord's Access.** Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Property.

Section 5.07. **Quiet Possession.** If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

ARTICLE SIX: **CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS**

Section 6.01 **Existing Conditions.** Tenant accepts the Property in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto. If Landlord or Landlord's Broker has provided a Property Information Sheet or other Disclosure Statement regarding the Property, a copy is attached as an exhibit to the Lease.

Section 6.02 **Exemption of Landlord from Liability.** Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitee, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or upon other portions of the Project, or from other sources or places; or (d) any act or omission of any other tenant of the Project. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section 6.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

Section 6.03 **Landlord's Obligations.**

(a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls and roof of the Property (including painting the exterior walls of the Property not more often than once every five (5) years, if necessary) and all components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities located in the Property which are concealed or used in common by tenants of the Project. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls. Landlord shall make repairs under this Section 6.03 within a reasonable time after receipt of written notice from Tenant of the need for such repairs.

(b) Tenant shall pay or reimburse Landlord for all costs Landlord incurs under Paragraph 6.03(a) above as Common Area costs as provided for in Section 4.05 of the Lease. Tenant waives the benefit of any statute in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Property in good order, condition and repair.

Section 6.04. **Tenant's Obligations.**

(a) Except as provided in Section 6.03, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Property (including structural, non-structural, interior, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Property or any system or equipment in the Property which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Property or system or equipment in the Property, regardless of whether the benefit of such replacement extends beyond the Lease term; but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the maintenance of the heating and air conditioning

system by a licensed heating and air conditioning contractor, unless Landlord maintains such equipment under Section 6.03 above. If any part of the Property or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall Maintain the portions of the Property which Tenant is obligated to maintain in an attractive, first-class and fully operative condition.

(b) Tenant shall fulfill all of Tenant's obligations under this Section 6.04 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the property as required by this Section 6.04, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

Section 6.05. Alterations, Additions and Improvements.

(a) Tenant shall not make any alterations, additions, or improvements to the Property without Landlords prior written consent, except for non-structural alterations which do not exceed Ten Thousand Dollars ($10,000) in cost cumulatively over the Lease Term and which are not visible from the outside of any building of which the property is part. Landlord may require Tenant to provide demolition and/ or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of the Paragraph 6.05(a) upon Landlords written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with As built plans, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Property. Tenant shall give Landlord at least twenty (20) days prior written notice of the commencement of any work on the Property, regardless of whether Landlords consent to such work is required. Landlord may elect to record and post notices of non-responsibility on the Property.

Section 6.06. **Condition upon Termination**. Upon the termination of the Lease, Tenant shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlords consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenants expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlords property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenants machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenants expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlords property) without Landlords prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

ARTICLE SEVEN: **DAMAGE OR DESTRUCTION**

Section 7.01. **Partial Damage to Property.**

(a)Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. If the Property is only partially damaged (i.e., less than fifty percent (50%) of the Property is untenantable as a result of such damage or less than fifty percent (50%) of Tenants operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenants fixtures, equipment, or improvements.

(b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord

maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonable possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, Tenant shall pay Landlord the Deductible amount (if any) under Landlords insurance policies and, if the damage was due to an act or omission of Tenant, or Tenants employees, agents, contracts or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Property and any building in which the Property is located. Tenant shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlords termination notice.

(c) If the damage to the Property occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenants notice to Landlord of the occurrence or the damage.

Section 7.02. **Substantial or Total Destruction.** If the Property is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Property is greater than partial damage as described in Section 7.01), and regardless of whether Landlord received any insurance proceeds, this Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Property can be rebuilt within six (6) months after the date of destruction, Landlord may elect to rebuild the Property at Landlords expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after Tenants notice of the occurrence of total or substantial destruction. If Landlord so elects, Landlord shall rebuild the Property at Landlords sole expense, except that if the destruction was caused by an act or omission of Tenant, Tenant shall pay Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

Section 7.03. **Temporary Reduction of Rent.** If the Property is destroyed or damaged and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/ or restoration shall be reduced according to the degree, if any, to which Tenants use of the Property is impaired. However, the reduction shall not exceed the sum of one years payment of Base Rent, insurance premiums and real property taxes. . Except for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property unless damage is due to Landlord negligence or willful misconduct.

Section 7.04. **Waiver.** Tenant waves the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial or total destruction of the leased property. Tenant agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Property.

ARTICLE EIGHT: **CONDEMNATION**

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called (Condemnation), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more that twenty percent (20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenants trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the

value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlords expense.

ARTICLE NINE: **ASSIGNMENT AND SUBLETTING**

Section 9.01. Landlords Consent Required. No portion of the Property or of Tenants interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlords prior written consent, except as provided in Section 9.02 below. Landlord has the right to grant or withhold its consent as provided in Section 9.05 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Landlords consent. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlords consent.

Section 9.02. **Tenant Affiliate.** Tenant may assign this Lease and sublease the Property, without Landlords consent, to any corporation resulting from the merger of or consolidation with Tenant (Tenant Affiliate). In such case, any Tenants Affiliate shall assume in writing all of Tenants obligations under this lease.

Section 9.03. **No Release of Tenant.** No transfer permitted by the Article Nine, whether with or without Landlords consent, shall release Tenant or change Tenants primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlords acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenants transferee defaults under this Lease, Landlord may proceed directly against tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenants transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenants liability under this Lease.

Section 9.04. **Offer to Terminate.** If Tenant desires to assign the Lease or sublease the Property, Tenant shall have the right to offer, in writing, to terminate the Lease as of a date specified in the offer. If Landlord elects in writing to accept the offer to terminate within twenty (20) days after notice of the offer, the Lease shall terminate as of the date specified and all the terms and provisions of the Lease governing termination shall apply. If Landlord does not so elect, the Lease shall continue in effect until otherwise terminated and the provisions of Section 9.05 with respect to any proposed transfer shall continue to apply.

Section 9.05. **Landlords Consent.**

(a) Tenants request for consent to any transfer described in Section 9.01 shall set forth in writing the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, if reasonable, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed assignee or subtenant; (ii) the net worth and financial reputation of the proposed assignee or subtenant; (iii) Tenants compliance with all of its obligations under the Lease; and (iv) such other factors as Landlord may reasonably deem relevant. If Landlord objects to a proposed assignment solely because of the net worth and/or financial reputation of the proposed assignee, Tenant may nonetheless sublease (but not assign), all or a portion of the Property to the proposed transferee, but only on the other terms of the proposed transfer.

(b) If Tenant assigns or subleases, the following shall apply:

(i) Tenant shall pay to Landlord as Additional Rent under the Lease the Landlords Share (stated in Section 1.13) of the Profit (defined below) on such transaction as and when received by Tenant, unless Landlord gives written notice to Tenant and the assignee or subtenant that Landlords Share shall be paid by the assignee or subtenant to Landlord directly. The (Profit) means (A) all amounts paid to Tenant for such assignment of sublease, including "key" money, monthly rent in excess of the monthly rent payable under the Lease, and all fees and other consideration paid for the assignment or sublease, including fees under any collateral agreements, less (B) costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for real estate brokers commissions and costs of renovation or construction of tenant improvements required under such assignments

or sublease. Tenant is entitled to recover such costs and expenses before Tenant is obligated to pay the Landlords Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.

(ii) Tenant shall provide Landlord written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenants books and records to verify the accuracy of such statement. On written request, Tenant shall not be a consent to any further assignment or subletting. The breach of Tenants obligation under this Paragraph 9.0(b) shall be a material default of the Lease.

Section 9.06. **No Merger.** No merger shall result from Tenants sublease of the Property under this Article Nine, Tenants surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord under any or all subtenancies.

ARTICLE TEN: **DEFAULTS; REMEDIES**

Section 10.01. **Covenants and Conditions.** Tenants performance of each of Tenants obligations under this Lease is a condition as well as a covenant. Tenants right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02. **Defaults.** Tenant shall be in material default under this Lease:

(a) If Tenant abandons the Property or if Tenants vacation of the Property results in the cancellation of any insurance described in Section 4.04;

(b) If Tenant fails to pay rent or any other charge when due;

(c) If Tenant fails to perform any of Tenants non-monetary obligations under this Lease for period of thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenants failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirements.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjunction of bankruptcy of for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenants assets located at the Property or of Tenants interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenants assets located at the Property or of Tenants interest in this Lease is subjected to attachment, execution or the judicial seizure which is not subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenants interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.

(e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenants obligation under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

Section 10.03. **Remedies.** On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenants right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenants default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant

would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenants failure to perform its obligation under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of reletting, including necessary renovation or alteration of the Property, Landlords reasonable attorneys fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the Worth at the time of the award is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amounts may then be the maximum lawful rate. As used in subpart (iii) above, the Worth at the time of the award is computed by discounting such amount at the discount rate of Federal Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Paragraph 10.03(a), or (ii) proceeding under Paragraph 10.03(b);

(b) Maintain Tenants right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlords rights and remedies under this Lease, including the right to recover the rent as it becomes due;

(c) Pursue any other remedy now or hereafter to Landlord under the laws or judicial decisions of the state in which the property is located.

Section 10.04. **Repayment of "Free" Rent.** If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concessions, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all the Abated Rent on the expiration of the Lease from only if Tenant has fully, faithfully, and punctually performed all of Tenants obligations hereunder, including the payment of all rent (other that the Abated Rent) and all other monetary obligations and the surrender of the Property in the physical condition required by this Lease, Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenants full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

Section 10.05. **Automatic Termination.** Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlords intention to terminate the Lease as provided in Section 10.03 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlords damages for default shall include all costs and fees, including reasonable attorneys fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court of other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlords right to possession of the Property. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

Section 10.06. **Cumulative Remedies**. Landlords exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE ELEVEN: **PROTECTION OF LENDERS**

Section 11.01. **Subordination.** Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenants obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenants right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenants obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written

notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed or trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date recording thereof.

Section 11.02. **Attornment**. If Landlords interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlords interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlords interest.

Section 11.03. **Signing of Documents.** Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

Section 11.04. **Estoppel Certificates**.

(a) Upon Landlords written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representatives or information with respect to Tenant or the Lease as Landlord may reasonably request or which any perspective purchaser or encumbrances of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlords request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrances of the Property. Such purchaser or encumbrances may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10)-day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts; (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one months Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

Section 11.05. **Tenants Financial Condition**. Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statements as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

ARTICLE TWELVE: **LEGAL COSTS**

Section 12.01. **Legal Proceedings**. If Tenant or Landlord shall be in breach or default under this Lease, such party (the Defaulting Party) shall reimburse the other party (the "Non-defaulting Party") upon demand for any costs or expenses that the Non-defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced , the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys fees and costs. The losing party in such action shall pay such attorneys fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement of or agreement with Tenant; (b) for foreclosure of any lien for labor or material

furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlords interest under this Lease in a bankruptcy proceeding, or other Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenants expense with counsel reasonably acceptable to Landlord or, at Landlords election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

Section 12.02. **Landlords Consent**. Tenant shall pay Landlords reasonable attorneys fees incurred in connection with Tenants request for Landlords consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposed to do and which requires Landlords consent.

ARTICLE THIRTEEN: **MISCELLANEOUS PROVISION**

Section 13.01. **Non-Discrimination.** Tenant promises, and it is a condition to the continuance of this Lease, that here will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

Section 13.02. **Landlords Liability; Certain Duties.**

(a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

(b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenants notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) - day period and thereafter diligently pursued to completion.

(c) Not withstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlords interest in the Property and the Project, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

Section 13.03. **Severability**. A determination by a court of competent jurisdiction that any provision of this Leases or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04. **Interpretation.** The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term Tenant shall include Tenants agents, employees, contractors, invitees, successors or others using the Property with Tenants expressed or implied permission.

Section 13.05. **Incorporation of Property Agreements; Modifications**. This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06. **Notices**. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above, except that upon Tenants taking possession of the Property, the Property shall be Tenants address for notice purposes. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

Section 13.07. **Waivers**. All waivers must be in writing and signed by the waiving party. Landlords failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.08. **No Recordation**. Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

Section 13.09. **Binding Effect; Choice of Law.** This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenants successor unless the rights or interests of Tenants successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

Section 13.10. **Corporate Authority; Partnership Authority.** If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (3) days after this Lease is assigned, Tenant shall deliver to Landlord a certified copy of a resolution of Tenants Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership or limited liability company, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership or the managing member of the LLC and that he or it has full authority to sign for the partnership or LLC. This Lease binds the partnership and all general partners of the partnership or the LLC and its managing member. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership, certificate of limited partnership or articles of organization.

Section 13.11 **Joint and Several Liability.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12. **Force Majeure.** If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

Section 13.13. **Execution of Lease.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14. **Survival.** All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

ARTICLE FOURTEEN: **BROKERS**

Section 14.01 **Brokers Fee.** When this Lease is signed by and delivered to both Landlord and Tenant, Landlord shall pay a real estate commission to Landlord's Broker named in Section 1.08 above, if any, as provided in the written agreement between Landlord and Landlord's Broker, or the sum stated in Section 1.09 above for services rendered to Landlord by Landlord's Broker in this transaction. Landlord shall pay Landlord's Broker a commission if Tenant exercises any option to extend the Lease Term or to buy the Property, or any similar option or right which Landlord may grant to Tenant, or if Landlord's Broker is the procuring cause of any other lease or sale entered into between Landlord and Tenant covering the Property. Such commission shall be the amount set forth in Landlord's Broker's commission schedule in effect as of the execution of this Lease. If a Tenant's Broker is named in section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant's Broker if so provided in any agreement between Landlord's Broker and Tenant's Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker.

Section 14.02 **Protection of Brokers.** If Landlord sells the Property, or assigns

Landlord's interest in this Lease, the buyer or assignee shall, by accepting such conveyance of the Property or assignment of the Lease, be conclusively deemed to have agreed to make all payments to Landlord's Broker thereafter required of Landlord under this Article Fourteen. Landlord's Broker shall have the right to bring a legal action to enforce or declare rights under this provision. The prevailing party in such action shall be entitled to reasonable attorneys' fees to be paid by the losing party. Such attorneys' fees shall be fixed by the court in such action. This Paragraph is included in this Lease for the benefit of Landlord's Broker.

Section 14.03 **Agency Disclosure; No Other Brokers.** Landlord and Tenant each warrant that they have dealt with no other real estate broker(s) in connection with this transaction except:_____, who represents_____.

In the event that_____n/a_____ represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

ARTICLE FIFTEEN: **COMPLIANCE**

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.

Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attended to or incorporated by reference in this Lease.

"LANDLORD"

Signed on_____,20___
at_____

by:_____

its:
by:
its:

"TENANT"

signed on_____,20___

by:_____

at_____

its:
by:
its:

IN ANY REAL ESTATE TRANSACTION, IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

Tenant exercises any option to extend the Lease Term or to buy the Property, or any similar option or right which Landlord may grant to Tenant, or if Landlord's Broker is the procuring cause of any other lease or sale entered into between Landlord and Tenant covering the Property. Such commission shall be the amount set forth in Landlord's Broker's commission schedule in effect as of the execution of this Lease. If a Tenant's Broker is named in section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant's Broker if so provided in any agreement between Landlord's Broker and Tenant's Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker.

Section 14.02 **Protection of Brokers.** If Landlord sells the Property, or assigns Landlord's interest in this Lease, the buyer or assignee shall, by accepting such conveyance of the Property or assignment of the Lease, be conclusively deemed to have agreed to make all payments to Landlord's Broker thereafter required of Landlord under this Article Fourteen. Landlord's Broker shall have the right to bring a legal action to enforce or declare rights under this provision. The prevailing party in such action shall be entitled to reasonable attorneys' fees to be paid by the losing party. Such attorneys' fees shall be fixed by the court in such action. This Paragraph is included in this Lease for the benefit of Landlord's Broker.

Section 14.03 **Agency Disclosure; No Other Brokers.** Landlord and Tenant each warrant that they have dealt with no other real estate broker(s) in connection with this transaction except:_____, who represents_____.

In the event that_____n/a_____ represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

ARTICLE FIFTEEN: **COMPLIANCE**

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.

Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attended to or incorporated by reference in this Lease.

"LANDLORD"

Signed on_____,20___
at_____

by:_____
its:
by:
its:

"TENANT"

signed on 7/2 ,20 14
at 12:00 pm

by: [signature]
its: Eric Nelson
by:
its: 702-682-8918

IN ANY REAL ESTATE TRANSACTION, IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

Exhibit "L"

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON
KATHERINE L. PROVOST
RENA G. HUGHES
JOSEF KARACSONYI
NATALIE E. EL-KOUZ

A PROFESSIONAL CORPORATION OF ATTORNEYS AT LAW
HILLS CENTER NORTH BUSINESS PARK
1745 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134

AREA CODE (702)
TELEPHONE 388-8600
FAX 388-0210

July 23, 2014

Rhonda K. Forsberg, Esq.
Rhonda K. Forsberg, Chartered
64 N. Pecos Road # 800
Henderson, Nevada 89074

HAND DELIVERY

Re: *Nelson v. Nelson, et. al* (Case No. D-09-411537-D)

Dear Rhonda:

On July 10, 2014, I sent you an email which was received by this office from Eric Nelson attaching a Lease Offer which he desired to enter into for his continued occupancy of the Lindell Professional Plaza office space. Lynita Nelson has reviewed the proposed Lease Offer with a commercial real estate professional and is not willing to sign the Lease Offer proposed by Eric. However, as Lynita recognizes that Eric desires to continue to occupy the second floor of the Lindell Professional Plaza, and for that purpose, she has authorized me to provide you with the enclosed Lease which sets forth the terms under which Lynita is willing to continue to allow Eric to occupy the premises. Please review the enclosed Lease with Eric. If he desires to continue to occupy the premises he should execute this Lease and have it returned to my office by not later than **July 31, 2014.**

As you will note, this Lease calls for Eric to remove the metal storage container and wrought iron gates which he has been storing on the west side of the property on or before July 25, 2014. Please have him do so to avoid the need for litigation over this request.

Relatedly, the following information is required for Lynita to properly manage the Lindell Professional Plaza and is believed to continue to be held by Eric without valid reason. Therefore, please have the following information delivered to this office by not later than **July 31, 2014**:

(1) Tenant contact information (name, telephone, email) for each occupied unit in the Lindell building;
(2) All commercial leases, including any addendums to lease for each occupied unit in the Lindell building;
(3) All keys for each occupied unit in the Lindell building;
(4) All rent rolls and financial information pertaining to each occupied unit in the Lindell building;
(5) All mailbox keys for the Lindell building;
(6) All deposits for each occupied unit in the Lindell building;
(7) Maintenance history and expenses for each occupied unit in the Lindell building;
(8) Utility expense ledger for the Lindell building;

(9) Cams charged per occupied unit in the Lindell building;
(10) Building plans and structural information for the Lindell building;
(11) Insurance information for the Lindell building;
(12) Any other documents in Eric's possession which relate to the Lindell building.

Additionally, the following information is required for Lynita to properly manage the residential properties recently transferred from Banone, LLC to the LSN Nevada Trust. This information is believed to continue to be held by Eric without valid reason. Therefore, please have the following information delivered to this office by not later than **July 31, 2014**:

(1) Tenant contact information (name, telephone, email) for each property;
(2) All residential leases, including any addendums to lease for property;
(3) All keys and garage remotes for each property;
(4) HOA information for each property;
(5) All applicable gate code entry numbers;
(6) Rent rolls and all financial information for each property;
(7) Mailbox information (location, box numbers, keys) for each property;
(8) All deposits for each property;
(9) Maintenance history and expenses for each property;
(10) Tenant history including move-in checklists and move out checklists for each property;
(11) Any other documents in Eric's possession which relate to the Banone rental properties.

If the signed Lease referenced in this letter is not received by **July 31, 2014**, pursuant to the Thirty (30) Day Notice of Termination of Tenancy which was personally served upon Eric Nelson on June 25, 2014, Eric is required to vacate the Lindell property. Any refusal by Eric to vacate the premises as requested will be addressed by Lynita with Judge Sullivan as previously directed at the court proceedings on June 4, 2014. Similarly, a failure to provide all information in his possession or control pertaining to the Lindell property and the former Banone residential properties will be addressed by Lynita with Judge Sullivan. If Eric desires to avoid the costs of additional litigation, please have him take these requests seriously.

I thank you for attention to these matters.

Sincerely,

Katherine L. Provost

cc: Lynita Nelson
Mark A. Solomon, Esq. - Counsel for ELN Nevada Trust u/a/d 5/20/01

LINDELL LEASE

ARTICLE ONE: **BASIC TERMS**

This Article one contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01.	**Date of Lease:**	**July 1, 2014**
Section 1.02.	**Landlord:**	**LSN Nevada Trust**
Section 1.03.	**Tenant:**	**Eric Nelson, an unmarried man**
Section 1.04.	**Property:**	The Property is part of Landlord's multi-tenant real property development known as **3611 LINDELL SUITE 201/A&B** (the Project). The Project includes the land, the buildings, and all other improvements located on the land, and the common areas described in Paragraph 4.05 (a). The Property is (include street address, approximate square footage and description) 3611 S. Lindell Road Suite 201 SUITE A&B, Las Vegas, Nevada 89103 (3,200 square feet)
Section 1.05.	**Lease Term:**	**Three (3) Months** commencing on **July 1, 2014** and ending on **September 30, 2014.** After the initial Lease Term, the Term shall automatically extend on a month-to-month basis with either party having the right to terminate the Lease by giving the other party thirty (30) days prior written notice of their intent to terminate the Lease.
Section 1.06.	**Permitted Uses:**	**General Administrative Office**
Section 1.07.	**Tenant's Guarantor:**	**Eric Nelson**
Section 1.08.	**Brokers:**	**None**
Section 1.09.	**Commissions:**	**None**
Section 1.10.	**Initial Security Deposit:**	**$3,200.00**
Section 1.11.	**Parking Spaces:**	**Six (6) Uncovered Unreserved Parking Spaces** Covered Reserved Parking Spaces are available on a first come first serve basis for Twenty Five dollars ($25.00) per month, per space.

Section 1.12. **Rent and Other Charges Payable by Tenant:**

(A) **Base Rent:** **Three Thousand Two Hundred & 00/100 dollars ($3.200.00)** per month for the term.

(B) **Other Payments:**

(i) Real Property Taxes (See Section 4.02)

(ii) Utilities (See Section 4.03)

(iii) Insurance Premiums (See Section 4.04)

(iv) Tenant's Initial Pro Rata Share of Common Area Expenses (See Section 4.05)

(v) Impounds for Insurance Premiums and Property Taxes

(See Section 4.08)

(vi) Maintenance, Repairs and Alterations (See Article Six)

Section 1.13 **Landlord's Share of Profit on Assignment or Sublease**

None

Section 1.14. **Lease Riders:** **None**

ARTICLE TWO: **LEASE TERM**

Section 2.01. **Lease of Property For Lease Term.** Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease term is for the period stated in Section 1.05 above and shall begin and end on the dates specified in Section
.5 above, unless the beginning or end of the Lease term is changed under any provision of this Lease. The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

Section 2.02. **Delay in Commencement.** Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property to Tenant on the Commencement Date. Landlord's non-delivery of the Property to Tenant on that date shall not affect this Lease or the obligations of Tenant under this Lease except that the Commencement Date shall be delayed until Landlord delivers possession of the Property to Tenant and the Lease term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month. If Landlord does not deliver possession of the Property to Tenant within sixty (60) days after the Commencement Date, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after the sixty (60)-day period ends. If Tenant gives such notice, the Lease shall be cancelled and neither Landlord nor Tenant shall have any further obligations to the other. If Tenant does not give such notice, Tenant's right to cancel the Lease shall expire and the Lease term shall commence upon the delivery of possession of the Property to tenant. If delivery of possession of the Property to Tenant is delayed, Landlord and tenant shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease.

Section 2.03. **Early Occupancy.** If Tenant occupies the Property prior to the Commencement date, Tenant's occupancy of the Property shall be subject to all of the provisions of this Lease. Early occupancy of the Property shall not advance the expiration date of this Lease. Tenant shall pay Base Rent and all other charges specified in this Lease for the early occupancy period.

Section 2.04. **Holding Over.** Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the base rent then in effect shall be increased by fifty percent (50%).

ARTICLE THREE: **BASE RENT**

Section 3.01. **Time and Manner of Payment.** Upon execution of this Lease, Tenant shall pay Landlord the Base Rent in the amount stated in Paragraph 1.12(a) above for the first month of the Lease term. On the first day of the second month of the Lease Term and each month thereafter, Tenant shall pay Landlord the base rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

Section 3.02. **Cost of Living Increases.** The Base Rent shall be increased on each date (the "Rental Adjustment Date") state in paragraph 1.12(a) above in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical Statistical Area in which the Property is located on the basis of 1982-1984 = 100) (the "Index") as follows:

(a) The base rent (the "Comparison Base Rent") in effect immediately before each Rental Adjustment Date shall be increased by the percentage that the Index has increased from the date (the "Comparison Date") on which payment of the Comparison Base rent began through the month in which the applicable Rental Adjustment Date occurs. The Base Rent shall not be reduced by reason of such computation. Landlord shall notify Tenant of each increase by a written statement which shall include the Index for the applicable Comparison Date, the Index for the applicable Rental Adjustment Date, the percentage increase between those two Indices, and the new Base Rent. Any increase in the Base Rent provided for in this Section 3.02 shall be subject to any minimum or maximum increase, if provided for in paragraph 1.12(a).

(b) Tenant shall pay the new Base Rent from the applicable rental Adjustment Date until the next Rental Adjustment Date. Landlord's notice may be given after the applicable Rental Adjustment Date of the increase, and Tenant shall pay Landlord the accrued rental adjustment for the months elapsed between the effective date of the increase and Landlord's notice of such increase within ten (10) days after Landlord's notice. If the format or components of the Index are materially changed after the Commencement Date, Landlord shall substitute an index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the Index in effect on the Commencement date. The substitute index shall be used to calculate the increase in the Base rent unless Tenant objects to such in writing within fifteen (15) days after receipt of Landlord's notice. If Tenant objects, Landlord and Tenant shall submit the selection of the substitute index for binding arbitration in accordance with the rules and regulations of the American Arbitration Association at its office closest to the Property. The costs of arbitration shall be borne equally by Landlord and Tenant.

Section 3.03. **Security Deposit; Increases.**

(a) Upon the execution of this Lease, Tenant shall deposit with Landlord a cash Security Deposit in the amount set forth in Section 1.10 above. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.

(b) Each Time the Base Rent is increased, Tenant shall deposit additional funds with Landlord sufficient to increase the Security Deposit to an amount which bears the same relationship to the adjusted Base Rate as the initial Security Deposit bore to the initial Base Rent.

Section 3.04. **Termination; Advance Payments.** Upon termination of this Lease under Article Seven (Damage or Destruction), Article Eight (Condemnation) or any other termination not resulting from Tenant's default, and after Tenant has vacated the Property in the manner required by this Lease, Landlord shall refund or credit to Tenant (or Tenant's successor) the unused portion of the Security Deposit, any advance rent or other advance payments made by tenant to Landlord, and any amounts paid for real property taxes and other reserves which apply to any time period after termination of the Lease.

ARTICLE FOUR: **OTHER CHARGES PAYABLE BY TENANT**

Section 4.01. **Addition Rent.** All charges payable by Tenant other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "rent" shall mean Base Rent and Additional Rent.

Section 4.02. **Property Taxes.**

(a) **Real Property Taxes.** Tenant shall pay all real property taxes on the Property (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed on the Property by or for the benefit of Tenant) during the Lease Term. Subject to Paragraph 4.02(c) and Section 4.08 below, such payment shall be made at least ten (10) days prior to the delinquency date of the taxes. Within such ten(10)-day period, Tenant shall furnish Landlord with satisfactory evidence that the real property taxes have been paid. Landlord shall reimburse Tenant for any real property taxes paid by Tenant covering any period of time prior to or after the Lease Term. If Tenant fails to pay the real property taxes when due, Landlord may pay the taxes and Tenant shall reimburse Landlord for the amount of such tax payment as Additional Rent.

(b) **Definition of "Real Property Tax."** "Real property tax" means: (i) any fee, license fee, license tax, business license fee commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property; (ii) any tax on the landlord's right to receive, or the receipt of, rent of income from the Property or against Landlord's business of leasing the Property; (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency; (iv) any tax imposed upon this transaction or based upon a re-assessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. "Real property tax" does not, however, include Landlord's federal or state income, franchise,

inheritance or estate taxes.

(c) **Joint Assessment.** If the Property is not separately assessed, Landlord shall reasonably determine tenant's share of the real property tax payable by Tenant under Paragraph 4.02(a) from the assessor's worksheets or other reasonably available information Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

(d) **Personal Property Taxes.**

(i) Tenant shall pay all taxes charged against traded fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall try to have personal property taxed separately for the Property.

(ii) If any of Tenant's personal property is taxes with the Property, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

Section 4.03. **Utilities.** Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

Section 4.04. **Insurance Policies.**

(a) **Liability Insurance.** During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property. Tenant shall name Landlord as an additional insured under such policy. The initial amount of such insurance shall be One Million Dollars ($1,000,000) per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. The liability insurance obtained by tenant under this Paragraph 4.04(a) shall (i) be primary and non-contributing; (ii) contain cross-liability endorsements; and (iii) insure Landlord against tenant's performance under Section 5.05, if the matters giving rise to the indemnity under section 5.05 result from the negligence of Tenant. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Property. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

(b) **Property and Rental Income Insurance.** During the Lease Term, Landlord shall maintain policies of insurance covering loss of or damage to the Property in the full amount of its replacement value. Such policy shall contain an Inflation Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Landlord deems reasonably necessary. Landlord shall have the right to obtain flood and earthquake insurance if required by any lender holding a security interest in the Property. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant on the Property. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. If tenant is found to be negligent, tenant shall be liable for the payment of any deductible amount under Landlord's or Tenant's insurance policies maintained pursuant to this Section 4.04, in an amount not to exceed Ten Thousand Dollars ($10,000). Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

(c) **Payment of Premiums.** Subject to Section 4.08, Tenant shall pay all premiums for the insurance policies described in paragraphs 4.04(a) and (b) (whether obtained by Landlord or Tenant) within fifteen (15) days after Tenant's receipt of a copy of the premium statement or other evidence of the amount due, except Landlord shall pay all premiums for non-primary comprehensive public liability insurance which Landlord elects to obtain as provided in Paragraph 4.04(a). For insurance

policies maintained by Landlord which cover improvements on the entire project, Tenant shall pay Tenant's prorated share of the premiums, in accordance with the Formula in Paragraph 4.05 (e) for determining Tenant's share of Common Area costs. If insurance policies maintained by Landlord cover improvements on real property other than the Project, Landlord shall deliver to Tenant a statement of the premium applicable to the Property showing in reasonable detail how Tenant's share of the premium was computed. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant shall be liable for Tenant's prorated share of the insurance premiums. Before the Commencement Date, Tenant shall deliver to Landlord a copy of any policy of insurance which Tenant is required to maintain under this Section 4.04. At least thirty (30) days prior to the expiration of any such policy, tenant shall deliver to Landlord a renewal of such policy. As an alternative to providing a policy of insurance, Tenant shall have the right to provide Landlord a certificate of insurance, executed by an authorized officer of the insurance company, showing that the insurance which Tenant is require to maintain under this Section 4.04 is in full force and effect and containing such other information which Landlord reasonably requires.

(d) **General Insurance Provisions**

(i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is cancelled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicated the cost of such insurance.

(iii) Tenant shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in the Section 4.04 may not be available in the future. Tenant acknowledges that the insurance described in this Section 4.04 is for the primary benefit of Landlord. If at any time during the Lease Term, tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such addition property or liability insurance which Tenant deems necessary to protect Landlord and Tenant.

(iv) Unless prohibited under any applicable insurance policies maintained, Landlord and tenant each hereby waive any and all rights of recovery against the other, or against the officer, employees, agents or representatives of the other, for loss of or damage to its property of the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of the mutual waiver of subrogation.

Section 4.05. **Common Areas; Use, Maintenance and Costs.**

(a) **Common Areas.** As used in this Lease, "Common Areas" shall mean all areas within the Project which are available for the common use of tenants of the Project and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Landlord, from time to time, may change the size, location, nature and use of any of the Common Areas, convert Common Areas into leasable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land and/or facilities. Tenant acknowledges that such activities may result in inconvenience to Tenant. Such activities and changes are permitted if they do not materially affect Tenant's use of the Property.

(b) **Use of Common Areas.** Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may

establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause other who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's judgment, are desirable to improve the Project. Tenant shall not interfere with the rights of Landlord, other tenants or any other person entitled to use the common areas.

(c) **Specific Provision re: Vehicle Parking.** Tenant shall be entitled to use the number of vehicle parking spaces in the Project allocated to Tenant in Section 1.11 of the Lease without paying any additional rent. Tenant's parking shall not be reserved and shall be limited to vehicles no larger than standard size automobiles or pickup utility vehicles. Tenant shall not cause large trucks or other large vehicles to be parked within the Project or on the adjacent public streets. Temporary parking of large delivery vehicles may be permitted by the rules and regulations established by Landlord. Vehicles shall be parked only in striped parking spaces and not in driveways, loading areas or other locations not specifically designated for parking. Handicapped spaces shall only be use by those legally permitted to use them. If Tenant parks more vehicles in the parking area that the number set forth in Section 1.11 of this Lease, such conduct shall be material breach of this Lease. In addition to Landlord's other remedies under the Lease, Tenant may be required to pay a daily charge determined by Landlord for each such additional vehicle.

(d) **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair and shall operate the Project, in Landlord's sole discretion, as a first-class industrial/commercial real property development. Tenant shall pay Tenant's pro rata share (as determined below) of all costs incurred by Landlord for the operation and maintenance of the Common Areas. Common Area cost include, but are not limited to, costs and expenses for the following: gardening and landscaping; utilities, water and sewer charges; property management fees; maintenance of signs (other than tenant's signs); premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and worker's compensation insurance; all property taxes and assessments levied on or attributable to the Common Areas and all Common Area improvements; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; straight-line depreciation on personal property owned by Landlord which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or lease personal property used in the operation or maintenance cleaning, refuse removal, security, and similar items; reserves for roof replacement and exterior painting and other appropriate reserves; and a reasonable allowance to Landlord for Landlord's supervision of the Common Areas. Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in Common Area costs. Common Area costs shall not include depreciation of real property which forms part of the Common Areas.

(e) **Tenant's Share and Payment.** Tenant shall pay Tenant's annual pro rata share of all Common Area costs (prorated for any fractional month) upon written notice from Landlord such costs are due and payable, and in any event prior to delinquency. Tenant's pro rata share shall be calculated by dividing the square foot area of the Property as set forth in Section 1.04 of the Lease, by the aggregate square foot area of the Project which is leased or held for lease by tenants, as of the date on which the computation is made. Tenant's initial pro rata share is set out in Paragraph 1.12 (b). Any changes in the Common Area costs and/or aggregate area of the Project leased or held for lease during the Lease Term shall be effective on the first day of the month after such change occurs. Landlord may, at Landlord's election, estimate in advance and charge to Tenant as Common Area costs, all real property taxes for which Tenant is liable under Section 4.02 of the Lease, all insurance premiums for which Tenant is liable under Section 4.04 of the Lease, all maintenance and repair costs for which tenant is liable under Section 6.04 of the Lease, and all other Common Area costs payable by Tenant hereunder. At Landlord's election, such statements of estimated Common Area costs shall be delivered monthly, quarterly or at any other periodic intervals to be designated by Landlord. Landlord may adjust such estimates at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments shall be effective as of the next rent payment date after notice to Tenant Within sixty (60) days after the end of each calendar year of the Lease term, Landlord shall deliver to tenant a statement prepared in accordance with generally accepted accounting principals setting forth, in reasonable detail, the Common Area costs paid or incurred by Landlord during the preceding calendar year and Tenant's pro rata share. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be) so that Landlord shall receive the entire amount of tenant's share of such costs and expenses for such period.

Section 4.06. **Late Charges.** Tenant's failure to pay rent promptly may cause Landlord to incur

unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any rent payment within ten
(10) days after it becomes due, Landlord will use best efforts to notify Tenant by invoice and Tenant shall pay Landlord a late charge equal to ten (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Section 4.07. **Interest on Past Due Obligations.** Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decrease to the maximum legal interest rate permitted by law.

Section 4.08. **Impounds for Insurance Premiums and Real Property Taxes.** If requested by any ground lessor or lender to whom Landlord has granted a security interest in the Property, or if Tenant is more than ten (10) days late in the payment of tent more than once in any consecutive twelve (12) month period, Tenant shall pay Landlord a sum equal to one twelfth (1/12) of the annual real property taxes and insurance premiums payable by Tenant under this Lease, together with each payment of Base Rent. Landlord shall hold such payments in a non- interest bearing impound account. If unknown, Landlord shall reasonable estimate the amount of real property taxes and insurance premiums when due. Tenant shall pay any deficiency of funds in the impound account to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any funds in the impound account to any obligation then due under this lease.

ARTICLE FIVE: USE OF PROPERTY

Section 5.01. **Permitted Uses.** Tenant may use the Property only for the Permitted Uses set forth in Section 1.06 above.

Section 5.02. **Manner of Use.** Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of tenants of the Project, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for tenant's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations , orders and requirements regulation the use by tenant of the Property, including the Occupational safety and Health Act.

Section 5.03. **Hazardous Materials.** As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment of the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or without consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property.

Section 5.04. **Signs and Auctions.** Tenant shall no place any signs on the Property without Landlord's prior written consent. Tenant shall not conduct or permit any auctions or sheriff's sales at the Property.

Section 5.05. **Indemnity.** Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from: (a) Tenant's use of the Property;
(b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in about the Property, including any contamination of the Property or any other property resulting from the

presence or use of Hazardous Material caused or permitted by Tenant; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors and invitee, if applicable.

Section 5.06. **Landlord's Access.** Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Property.

Section 5.07. **Quiet Possession.** If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

ARTICLE SIX: CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01 **Existing Conditions.** Tenant accepts the Property in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto. If Landlord or Landlord's Broker has provided a Property Information Sheet or other Disclosure Statement regarding the Property, a copy is attached as an exhibit to the Lease.

Section 6.02 **Exemption of Landlord from Liability.** Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitee, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or upon other portions of the Project, or from other sources or places; or (d) any act or omission of any other tenant of the Project. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section 6.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

Section 6.03 **Landlord's Obligations.**

(a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls and roof of the Property (including painting the exterior walls of the Property not more often than once every five (5) years, if necessary) and all components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities located in the Property which are concealed or used in common by tenants of the Project. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls. Landlord shall make repairs under this Section 6.03 within a reasonable time after receipt of written notice from Tenant of the need for such repairs.

(b) Tenant shall pay or reimburse Landlord for all costs Landlord incurs under Paragraph 6.03(a) above as Common Area costs as provided for in Section 4.05 of the Lease. Tenant waives the benefit of any statute in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Property in good order, condition and repair.

Section 6.04. **Tenant's Obligations.**

(a) Except as provided in Section 6.03, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Property (including structural, non-structural, interior, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Property or any system or equipment in the Property which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Property or system or equipment in the Property, regardless of whether the benefit of such replacement extends beyond the Lease term; but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor, unless Landlord maintains such equipment under Section 6.03 above. If any part of the Property or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall Maintain the portions of the Property which Tenant is obligated to maintain in an attractive, first-class and fully operative condition.

(b) Tenant shall fulfill all of Tenant's obligations under this Section 6.04 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the property as required by this Section 6.04, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

Section 6.05. **Alterations, Additions and Improvements.**

(a) Tenant shall not make any alterations, additions, or improvements to the Property without Landlords prior written consent, except for non-structural alterations which do not exceed Ten Thousand Dollars ($10,000) in cost cumulatively over the Lease Term and which are not visible from the outside of any building of which the property is part. Landlord may require Tenant to provide demolition and/ or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of the Paragraph 6.05(a) upon Landlords written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with As built plans, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Property. Tenant shall give Landlord at least twenty (20) days prior written notice of the commencement of any work on the Property, regardless of whether Landlords consent to such work is required. Landlord may elect to record and post notices of non-responsibility on the Property.

Section 6.06. **Condition upon Termination.** Upon the termination of the Lease, Tenant shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlords consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenants expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlords property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenants machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenants expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlords property) without Landlords prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

ARTICLE SEVEN: **DAMAGE OR DESTRUCTION**

Section 7.01. **Partial Damage to Property.**

(a) Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. If the Property is only partially damaged (i.e., less than fifty percent (50%) of the Property is untenantable as a result of such damage or less than fifty percent (50%) of Tenants operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenants fixtures, equipment, or improvements.

(b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord

maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonable possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, Tenant shall pay Landlord the Deductible amount (if any) under Landlords insurance policies and, if the damage was due to an act or omission of Tenant, or Tenants employees, agents, contracts or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Property and any building in which the Property is located. Tenant shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlords termination notice.

(c) If the damage to the Property occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenants notice to Landlord of the occurrence or the damage.

Section 7.02. **Substantial or Total Destruction.** If the Property is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Property is greater than partial damage as described in Section 7.01), and regardless of whether Landlord received any insurance proceeds, this Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Property can be rebuilt within six (6) months after the date of destruction, Landlord may elect to rebuild the Property at Landlords expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after Tenants notice of the occurrence of total or substantial destruction. If Landlord so elects, Landlord shall rebuild the Property at Landlords sole expense, except that if the destruction was caused by an act or omission of Tenant, Tenant shall pay Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

Section 7.03. **Temporary Reduction of Rent.** If the Property is destroyed or damaged and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/ or restoration shall be reduced according to the degree, if any, to which Tenants use of the Property is impaired. However, the reduction shall not exceed the sum of one years payment of Base Rent, insurance premiums and real property taxes. Except for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property unless damage is due to Landlord negligence or willful misconduct.

Section 7.04. **Waiver.** Tenant waves the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial or total destruction of the leased property. Tenant agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Property.

ARTICLE EIGHT: **CONDEMNATION**

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called (Condemnation), this Lease shall terminate as to the part taken or sold

on the date the condemning authority takes title or possession, whichever occurs first. If more that twenty percent (20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenants trade fixtures or removable personal property; and

(c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlords expense.

ARTICLE NINE: **ASSIGNMENT AND SUBLETTING**

Section 9.01. **Landlords Consent Required.** No portion of the Property or of Tenants interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlords prior written consent, except as provided in Section 9.02 below. Landlord has the right to grant or withhold its consent as provided in Section 9.05 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Landlords consent. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlords consent.

Section 9.02. **Tenant Affiliate.** Tenant may assign this Lease and sublease the Property, without Landlords consent, to any corporation resulting from the merger of or consolidation with Tenant (Tenant Affiliate). In such case, any Tenants Affiliate shall assume in writing all of Tenants obligations under this lease.

Section 9.03. **No Release of Tenant.** No transfer permitted by the Article Nine, whether with or without Landlords consent, shall release Tenant or change Tenants primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlords acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenants transferee defaults under this Lease, Landlord may proceed directly against tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenants transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenants liability under this Lease.

Section 9.04. **Offer to Terminate.** If Tenant desires to assign the Lease or sublease the Property, Tenant shall have the right to offer, in writing, to terminate the Lease as of a date specified in the offer. If Landlord elects in writing to accept the offer to terminate within twenty (20) days after notice of the offer, the Lease shall terminate as of the date specified and all the terms and provisions of the Lease governing termination shall apply. If Landlord does not so elect, the Lease shall continue in effect until otherwise terminated and the provisions of Section 9.5 with respect to any proposed transfer shall continue to apply.

Section 9.05. **Landlords Consent.**

(a) Tenants request for consent to any transfer described in Section 9.01 shall set forth in writing the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, if reasonable, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed assignee or subtenant; (ii) the net worth and financial reputation of the proposed assignee or subtenant; (iii) Tenants compliance with all of its obligations under the Lease; and (iv) such other factors as Landlord may reasonably deem relevant. If Landlord objects to a proposed assignment solely because of the net worth and/or financial reputation of the proposed assignee, Tenant may nonetheless sublease (but not assign), all or a portion of the Property to the proposed transferee, but only on the other terms of the proposed transfer.

(b) If Tenant assigns or subleases, the following shall apply:

(i) Tenant shall pay to Landlord as Additional Rent under the Lease the Landlords Share (stated in Section 1.13) of the Profit (defined below) on such transaction as and when received by Tenant, unless Landlord gives written notice to Tenant and the assignee or subtenant that Landlords Share shall be paid by the assignee or subtenant to Landlord directly. The (Profit) means (A) all amounts paid to Tenant for such assignment of sublease, including "key" money, monthly rent in excess of the monthly rent payable under the Lease, and all fees and other consideration paid for the assignment or sublease, including fees under any collateral agreements, less (B) costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for real estate brokers commissions and costs of renovation or construction of tenant improvements required under such assignments or sublease. Tenant is entitled to recover such costs and expenses before Tenant is obligated to pay the Landlords Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.

(ii) Tenant shall provide Landlord written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenants books and records to verify the accuracy of such statement. On written request, Tenant shall not be a consent to any further assignment or subletting. The breach of Tenants obligation under this Paragraph 9.0(b) shall be a material default of the Lease.

Section 9.06. **No Merger.** No merger shall result from Tenants sublease of the Property under this Article Nine, Tenants surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord under any or all subtenancies.

ARTICLE TEN: **DEFAULTS; REMEDIES**

Section 10.01. **Covenants and Conditions.** Tenants performance of each of Tenants obligations under this Lease is a condition as well as a covenant. Tenants right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02. **Defaults.** Tenant shall be in material default under this Lease:

(a) If Tenant abandons the Property or if Tenants vacation of the Property results in the cancellation of any insurance described in Section 4.04;

(b) If Tenant fails to pay rent or any other charge when due;

(c) If Tenant fails to perform any of Tenants non-monetary obligations under this Lease for period of thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenants failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirements.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjunction of bankruptcy of for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenants assets located at the Property or of Tenants interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenants assets located at the Property or of Tenants interest in this Lease is subjected to attachment, execution or the judicial seizure which is not subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenants interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.

(e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenants obligation under the Lease. Unless

otherwise expressly provided, no guaranty of the Lease is revocable.

Section 10.03. **Remedies.** On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenants right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenants default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenants failure to perform its obligation under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of reletting, including necessary renovation or alteration of the Property, Landlords reasonable attorneys fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the Worth at the time of the award is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amounts may then be the maximum lawful rate. As used in subpart (iii) above, the Worth at the time of the award is computed by discounting such amount at the discount rate of Federal Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Paragraph 10.03(a), or (ii) proceeding under Paragraph 10.03(b);

(b) Maintain Tenants right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlords rights and remedies under this Lease, including the right to recover the rent as it becomes due;

(c) Pursue any other remedy now or hereafter to Landlord under the laws or judicial decisions of the state in which the property is located.

Section 10.04. **Repayment of "Free" Rent.** If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concessions, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all the Abated Rent on the expiration of the Lease from only if Tenant has fully, faithfully, and punctually performed all of Tenants obligations hereunder, including the payment of all rent (other that the Abated Rent) and all other monetary obligations and the surrender of the Property in the physical condition required by this Lease, Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenants full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

Section 10.05. **Automatic Termination.** Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlords intention to terminate the Lease as provided in Section 10.03 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlords damages for default shall include all costs and fees, including reasonable attorneys fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court of other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlords right to possession of the Property. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-070 to 7010-00-10-070. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-070	6/1/13			Beginning Balance			
5113 Churchill Exp (	7/1/13			Beginning Balance			
	7/2/13		GEN	Trash liens to Republic Services	1,901.62		
				Current Period Change			
	8/1/13			Beginning Balance			
	8/22/13		CDJ	Clark County Treasurer - churchill	127.16		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/18/13	3065	CDJ	JOSE RODRIGUEZ - A/C repair Churchill	380.00		
	9/19/13		CDJ	Republic Services - churchill	98.85		
				Current Period Change			
	10/1/13			Beginning Balance			
	11/1/13			Beginning Balance			
	11/13/13		CDJ	CC Treasurer - property tax	131.96		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/18/13	Home Dep	GEN	Churchill Supplies	9.77		
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/8/14		CDJ	CC Treasurer - churchill propety tax	253.76		
	1/14/14		CDJ	Home Depot - churchill supplies	31.13		
				Current Period Change			
	2/1/14			Beginning Balance			
	3/1/14			Beginning Balance			
	3/14/14		CDJ	Republic Services - churchill	42.03		
	3/14/14		CDJ	City of Las Vegas-Sewer - churchill	59.15		
				Current Period Change			
	4/1/14			Beginning Balance			
	5/1/14			Beginning Balance			
	6/1/14			Beginning Balance			
	6/26/14		CDJ	City of Las Vegas-Sewer - churchill sewer	59.15		
	6/26/14		CDJ	Republic Services - churchill garbage	42.43		
	6/30/14	3187	CDJ	JOSE RODRIGUEZ - A/C compressor 611	850.00		
				Current Period Change			
	6/30/14			**Ending Balance**			**3,987.01**

Docket 66772 Document 2015-36428

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ADDL/JOINT EXPENSES

CABIN		
Cabin Expenses (utilitites, other)		*$2,805.25*
Cabin Property Taxes Paid		*$20,298.77*
1/2 of cabin expenses	*($11,552.01)*	
CARLI SCHOOL		
Expenses related to Carli School		*$25,052.75*
(Tuition, Books, Sports, etc)		
1/2 of Carli School Expenses	($12,526.38)	
Carry over still owed from Lindell Expenses pd on behalf of LSN June 30, 2014 Lindell income statement	($5,074.72)	
Deduct Lindell Bldg Landscape Expense pd July/Aug to Abel Landscaping	($350.00)	
Lynita Health Ins. July/August/September Premiums		
$876.01 per month	($2,628.03)	
Health Insurance Carli/Garett ($714/mo)		*$2,142.00*
July/Aug/Sept Premiums 50% due from LSN	($1,071.00)	
Total addl/joint expenses	($33,202.14)	

Still Pending Garett School Tuition		*60397.85*
50% of tuition	$30,198.93	
(Amt not deducted from above		

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-00-099 to 7010-00-00-099. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-00-099	6/1/13			Beginning Balance			
Utah Expenses	7/1/13			Beginning Balance			
cabin	7/3/13		CDJ	Rocky Mt Power - cabin power	18.43		
	7/8/13	3028	CDJ	West Haven Ranch - Fish for pond at	600.00		
	7/30/13		CDJ	Rocky Mt Power	140.12		
				Current Period Change			
	8/1/13			Beginning Balance			
	8/1/13		CDJ	Rocky Mt Power	103.83		
				Current Period Change			
	9/1/13			Beginning Balance			
	10/1/13			Beginning Balance			
	10/3/13		CDJ	Rocky Mt Power - cabin power	54.70		
	10/22/13		CDJ	Rocky Mt Power - power	30.19		
				Current Period Change			
	11/1/13			Beginning Balance			
	11/19/13	3084	CDJ	Davis Heating & AC - Nelson cabin p:	60.00		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/4/13		CDJ	Rocky Mt Power	23.88		
	12/30/13		CDJ	Rocky Mt Power	42.20		
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/29/14		CDJ	Rocky Mt Power	23.35		
				Current Period Change			
	2/1/14			Beginning Balance			
	3/1/14			Beginning Balance			
	3/31/14		CDJ	Rocky Mt Power	14.66		
				Current Period Change			
	4/1/14			Beginning Balance			
	5/1/14			Beginning Balance			
	5/8/14		CDJ	Rocky Mt Power	14.48		
				Current Period Change			
	6/1/14			Beginning Balance			
	6/2/14		CDJ	Rocky Mt Power	14.36		
	6/26/14		CDJ	Amerigas - gas cabin	1,644.96		
	6/26/14		CDJ	Rocky Mt Power - cabin poiwer	20.09		
				Current Period Change			
	6/30/14			**Ending Balance**			**2,805.25**

Cash Disbursements Journal
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) Vendor IDs from IRON COUNTY TREAS to IRON COUNTY TREAS. Report order is by

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
7/3/13	3019	3960-00-00-000	0152352	64.01	
		3960-00-00-000	0095908	32.04	
		3960-00-00-000	0093614	64.55	
		3960-00-00-000	0373909	32.04	
		3960-00-00-000	0373917	32.04	
		3960-00-00-000	0490689	32.04	
		1020-00-10-000	Iron County Treasurer		256.72
12/16/13	3096	3960-00-00-000	Account ID 0352945 2012	10,844.93	
		1020-00-10-000	Iron County Treasurer		10,844.93
1/8/14	3114	3960-00-00-000	0152352	60.74	
		3960-00-00-000	0093614	61.24	
		3960-00-00-000	0095908	30.50	
		3960-00-00-000	0373909	30.50	
		3960-00-00-000	0373917	30.50	
		3960-00-00-000	0490689	30.50	
		3960-00-00-000	0352945	8,953.14	
		1020-00-10-000	Iron County Treasurer		9,197.12
Total				20,298.77	20,298.77

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 3950-00-00-002 to 3950-00-00-002. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt
3950-00-00-002	6/1/13			Beginning Balance		
Carli School Expenses	6/6/13					
	7/16/13	Faith Luth	GEN	cashier check 004202219 to Faith Luthern - Carli Tuition	10,100.00	
	9/5/13	3055	CDJ	Lynita Nelson - carli	365.00	
	9/18/13	3066	CDJ	Faith Lutheran - laptop fee Carli	65.00	
	10/31/13	3079	CDJ	Lynita Nelson - Carli vision	142.00	
	11/26/13	3086	CDJ	Lynita Nelson - Carli Summer camp	9,800.00	
	11/26/13	3087	CDJ	Lynita Nelson - Carli Vollyball	1,500.00	
	12/4/13	3095	CDJ	Faith Lutheran - Carli Nelson Tuition2014-2015	450.00	
	12/27/13	3105	CDJ	Lynita Nelson - Carli Vollyball tournamnet expenses per 12/27/13	675.00	
	1/14/14	3118	CDJ	Lynita Nelson - Carli track uniform	116.75	
	1/30/14	3129	CDJ	Lynita Nelson - recut Carli vb expenses per 12/27 email to replace	675.00	
	1/30/14	3105V	CDJ	Lynita Nelson - Carli Vollyball tournamnet expenses per 12/27/13 email		675.00
	3/17/14	3148	CDJ	Lynita Nelson - carli vb/dr/work related	450.00	
	3/20/14	3149	CDJ	Faith Lutheran - carli Nelson Book Activity fee	600.00	
	4/3/14	3154	CDJ	Faith Lutheran - Carli Nelson	200.00	
	4/9/14	3155	CDJ	Faith Lutheran - Carli Nelson	589.00	
	5/1/14			Beginning Balance		
	6/1/14			Beginning Balance		
	6/30/14			**Ending Balance**	**25,052.75**	

Cash Disbursements Journal
For the Period From Jul 1, 2014 to Aug 31, 2014

Filter Criteria includes: 1) Vendor IDs from ABL Land to ABL Land. Report order is by Date. Report is pr

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
8/25/14		6350-00-50-00	July Landscaping Lindell inv 5673	200.00	
		6350-00-50-00	August Landscaping Lindell inv 5870	150.00	
		1020-00-10-00	Abl Land		350.00
	Total			**350.00**	**350.00**

Cash Disbursements Journal
For the Period From Jan 1, 2013 to Jun 30, 2014

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
7/16/13	129	30015	garett tuition	29,391.00	
		10010	Penn State		29,391.00
8/13/13	3043	3950-00-00-00	Garett Nelson	750.00	
		1020-00-10-00	University of Pennslyvania		750.00
9/19/13	echeck	3950-00-00-00	lab fee - garett	75.00	
		1020-00-10-00	University of Pennslyvania		75.00
10/11/13		3950-00-00-00	garett book fee	135.00	
		1020-00-10-00	University of Pennslyvania		135.00
12/31/13		3950-00-00-00	Garett 2014 tuition	29,554.18	
		1020-00-20-00	Trustees of Univ of Pennsylvania		29,554.18
3/13/14	3147	3950-00-00-00	Garett NElson 67175938 chk:5	266.56	
		1020-00-10-00	University of Pennslyvania		266.56
6/17/14		3950-00-00-00	garett school pymnt	226.11	
		1020-00-20-00	Trustees of Univ of Pennsylvania		226.11
	Total			**60,397.85**	**60,397.85**

Exhibit "B"

FW: Properties

L. Nelson <tiggywinkle55@hotmail.com>
To: "sunnysidelscn@gmail.com" <sunnysidelscn@gmail.com>

Sun, Jul 27, 2014 at 11:18 PM

Subject: Re: Properties
From: lanceliu702@gmail.com
Date: Mon, 14 Jul 2014 17:54:36 -0700
To: tiggywinkle55@hotmail.com

Sent from my iPad

On Jul 14, 2014, at 5:25 PM, "L. Nelson" <tiggywinkle55@hotmail.com> wrote:

> Hello Lance,
>
> I'm following up on a few things we discussed on July 4th and 5th.
>
> I have written my followup questions in caps. I look forward to your replies and
>
> information I've requested. They will enable me to properly manage the properties immediately.
>
> Thank you,
>
> Lynita

Subject: Re: Properties
From: lanceliu702@gmail.com
Date: Sat, 5 Jul 2014 16:48:33 -0700
To: tiggywinkle55@hotmail.com

Sent from my iPad

On Jul 4, 2014, at 2:21 PM, "L. Nelson" <tiggywinkle55@hotmail.com> wrote:

> Hello Lance,
>
> I have a few additional questions and information I need to have you provide.
>
> For your convenience I don't mind if you wish to reply under the questions in bold or color.

Will you provide the rent amounts for each property.

These can be added to your previous 'informational' sheet you made for each if that would be easier.

I'll try to get you this information on Monday.

PLEASE PROVIDE AS TIME IS OF THE ESSENCE FOR ME TO MANAGE THE PROPERTIES.

I'll check w/Rochelle tomorrow. Eric said that Keith can get you copies of the lease agreements. The rent amounts will be on there as well.

If the tenants were behind on rent Rochelle would call me and tell how notch they were behind and I would give them a call.

Do any of the properties have HOA's ? If so, I will need the property, HOA name, cost of monthly HOA fees and contact number please.

I don't know the names of the HOA's, but I do know that Rusty Ridge, Heather Ridge, and Clover Blossom have HOA's.

Are any properties in gated communities ? If so, please list the property and gate code.

Rusty Ridge and Clover Blossom are in gated communities. I do not have the gate codes. The tenants would usually give them to me if they had repairs.

Are there properties with mail keys ? If so, please provide the Unit box number and the mail box letter.

We do not have any mail keys. The tenants have to go to the post office to get their mail box number and key issued to them. THANK YOU

I need copies of the leases including the ledger showing the security deposits, history of rent payments, dates received and amounts of rent including the deposits they paid on move in.

I do not have access to these documents or files. You will have to make arrangements through Rochelle or Keith to get these documents. THANK YOU

Would you be able to meet on July 14th, 10:00 at the Lindell office so that I can pick up the duplicate keys ie: house and mail also garage remotes for each property.

I will check if I can get copies of the keys or you on Monday. Sometimes the tenants will change out the locks after they move in. There are no garage remotes or mail box keys at the office.

DO YOU HAVE THE KEYS AVAILABLE ?

I will get them or I'll have Keith grab them tomorrow. They may not work because some tenants change the locks after they move in.

What is the history of tenants with Rusty Ridge ?

They have been paying rent on time. I never had to call them about late payment. They have been there for about 10 months.

Were there tenants in the property prior to Samuel and Pamela Davis ?

Yes. It was vacant for a few months before it was rented out. We were having a hard time marketing the property because of its location in the gated community.

WHO WERE THE TENANTS IN THE PROPERTY BEFORE SAMUEL AND PAMELA DAVIS AND HOW LONG WERE THEY THERE ?

Before Samuel and Pamela it was Chelsea Nelson. Before Chelsea it was Erica Nelson.

The tenant 'Ana Martinez' isn't associated with an address. Would you please provide that ?

3301 Terra Bella
Las Vegas 89108 THANK YOU

Concord Village - Is vacant and has a lock box per your email.

Has the home been re-keyed since the tenants moved out ? or the key is the same as the previous tenant ?

It has not been re-keyed. The tenant turned in her keys and left one in the box.

I WILL BE GOING TO CHECK OVER CONCORD VILLAGE. YOU HAVE CHECKED AND THE KEY IS IN THE LOCK BOX ?

No I did not go over to the house.

HOW LONG HAS THE HOUSE BEEN VACANT ?

Since the 1st/2nd of July.

IS THE POWER OFF ?

The utilities are not on.

What was the reason for them moving out ?

They found a better house to rent and they also had problems with neighbors.

Did you perform a 'walk thru' / move in / move out ? Was there a refund of a security deposit ?

I believe Keith did the initial walk through. She moved out after July 1st. From my understanding no one did a move out walk through.

How were the security deposit refunds handled ?

Usually I am suppose to go through the house after they move to access any damages and the office and I would determine how much of the deposit they old get back.

There are times that the tenants just move out and say nothing at all, usually because they are behind on rent.

Do any properties have pools ?

Heather Ridge. I maintain the pool. I keep it clean and I keep up with the chemicals.

Where you responsible for paying any utility fees ? Which utilities were paid by tenant ?

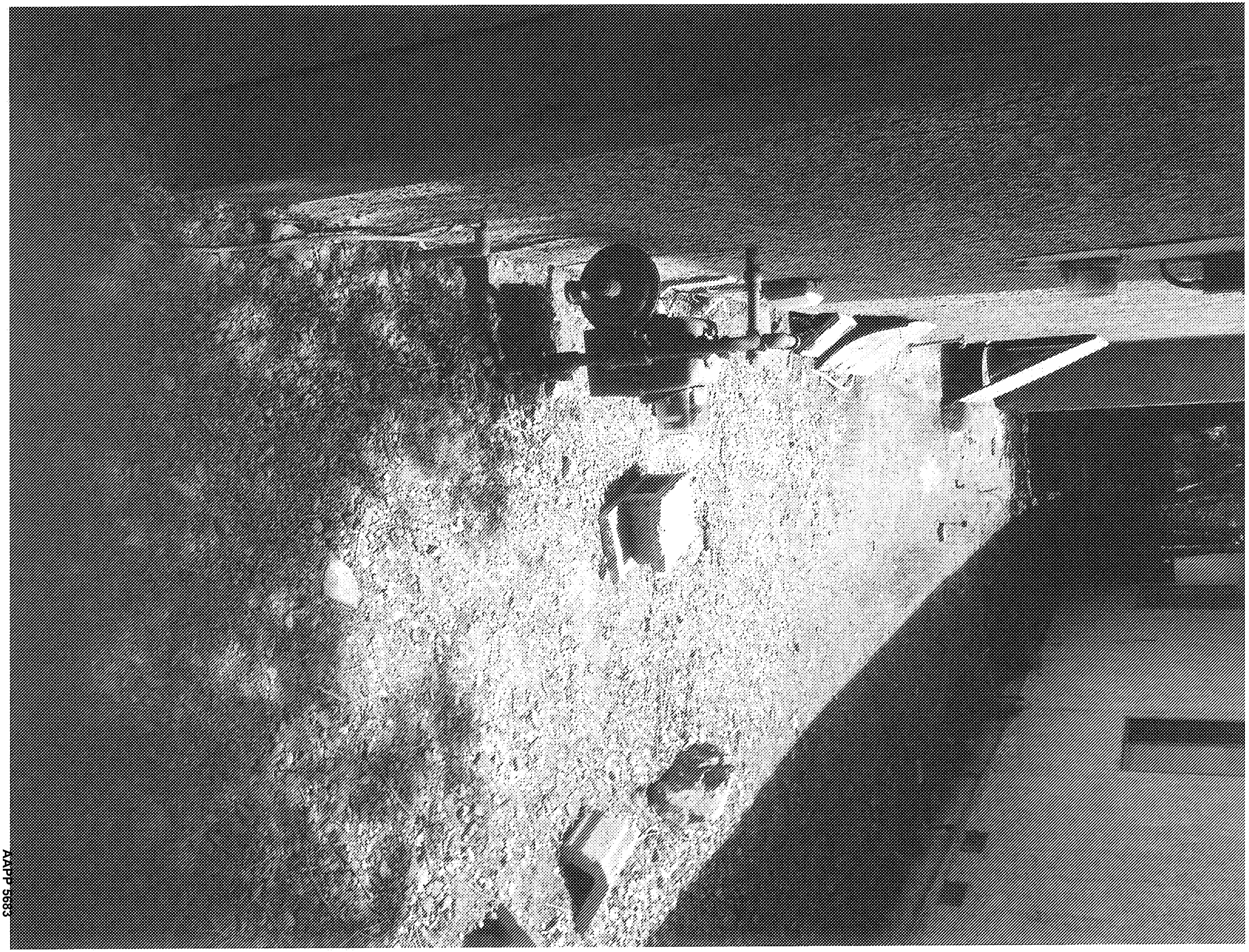
Tenants pay for all of the utilities, but the office paid for the HOA'S dues.

I think that's it for now.

Thank you for your time,

Lynita

Exhibit "C"



AAPP 5683

Exhibit "D"

CONCORD VILLAGE
Profit & Loss Detail
June through September 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Expense								
GARBAGE								
Check	08/15/2014		REPUBLIC SERVI...			NSB CONCO...	14.21	14.21
Total GARBAGE							14.21	14.21
PROPERTY TAX								
Check	07/15/2014		CLARK COUNTY T...			NSB CONCO...	159.18	159.18
Total PROPERTY TAX							159.18	159.18
Repairs and Maintenance								
Check	06/16/2014		MARTIN JIMINEZ			NSB CONCO...	4,970.00	4,970.00
Check	07/15/2014		MARTIN JIMINEZ	DOOR LOCKS		NSB CONCO...	120.00	5,090.00
Check	08/15/2014		MARTIN JIMINEZ			NSB CONCO...	5,708.00	10,798.00
Check	08/15/2014		SMART & FINAL	CLEANING		NSB CONCO...	116.87	10,914.87
Check	08/15/2014		LOWE'S			NSB CONCO...	43.22	10,958.09
Check	08/15/2014		HOME DEPOT			NSB CONCO...	350.23	11,308.32
Check	09/15/2014		HOME CARPET	CARPET		NSB CONCO...	2,280.69	13,589.01
Check	09/15/2014		SANTOS			NSB CONCO...	250.00	13,839.01
Check	09/15/2014		MARTIN JIMINEZ			NSB CONCO...	840.00	14,679.01
Total Repairs and Maintenance							14,679.01	14,679.01
SEWER								
Check	09/15/2014		CITY OF LAS VEG...			NSB CONCO...	59.15	59.15
Total SEWER							59.15	59.15
Utilities								
GAS								
Check	08/15/2014		SOUTHWEST GAS			NSB CONCO...	31.26	31.26
Total GAS							31.26	31.26
POWER								
Check	09/15/2014		NV ENERGY			NSB CONCO...	179.18	179.18
Total POWER							179.18	179.18
Total Utilities							210.44	210.44
Total Expense							15,121.99	15,121.99
Net Ordinary Income							-15,121.99	-15,121.99
Net Income							**-15,121.99**	**-15,121.99**

Exhibit "E"

Banone, LLC
Income Statement
For the Period June 1, 2013 Ending June 30, 2014

	June 1,2013 -June 30,2014		
Revenues			
Rental Income - NV Homes	$ 132,479.00		
Security Deposits on file - NV Homes paid 9/19	~~$ 6,050.00~~	*	See Note below
5704 Roseridge (Note)			See Note below
436 Europa J/B Ramos Note			See Note below
~~Interest Income - 2209 Farmouth Circle (Note)~~	~~$ 8,816.55~~	**	See Note below
	132,479.00		
Total Revenues	~~147,345.55~~		
	132,479.00		
Gross Profit	~~$147,345.55~~		
Expenses			
~~Management Fees ($5000/mo)~~	~~65,000.00~~		
~~Wages Expense - Administrative~~	~~19,649.83~~		
~~Wages Expense - Maintenance~~	~~28,575.00~~		
Insurance Expense - NV Homes	4,719.36		
Baxter Exp (rental property)	1,893.02		
Clover Blossom Exp. (rental)	1,842.87		
Cambria Exp. (rental)	981.78		
Heather Ridge Expense (rental)	2,879.54		
Anaconda Exp. (rental)	2,231.98		
Sawyer expense (rental)	1,001.21		
4601 Concord Village Exp	1,428.42		
3301 Terra Bella Exp	1,352.83		
4133 Compass Rose (Rental)	2,969.66		
6304 Guadalupe Exp (rental)	1,298.03		
1608 Rusty Ridge Exp.(rental)	2,764.78		
4820 Marnell Expense (Rental)	6,136.71		
5113 Churchill Exp (Rental)	3,987.01		
	$ 35,487.20		
Total Expenses	~~$148,712.03~~		
	$96,991.80		
Net Income	~~($1,366.48)~~		

Exhibit "F"

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 4010-00-00-000 to 4010-00-00-000. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	1/24/14	Rent	GEN	Deposit Rent compass rose		900.00	
	1/31/14	Rent	GEN	Deposit Rent Concord Village		925.00	
				Current Period Change			
	2/1/14			Beginning Balance			
	2/3/14	Rent	GEN	Deposit Rent Clover Blossom		1,000.00	
	2/3/14	Rent	GEN	Deposit Rent Heather Ridge		861.00	
	2/3/14	Rent	GEN	Deposit Rent Baxter		700.00	
	2/3/14	Rent	GEN	Deposit Rent Anaconda		1,150.00	
	2/3/14	Rent	GEN	Deposit Rent Rusty Ridge		900.00	
	2/4/14	Rent	GEN	Deposit Rent Guadalupe		800.00	
	2/4/14	Rent	GEN	Deposit Rent Sawyer		800.00	
	2/6/14	Rent	GEN	Deposit Rent churchill		900.00	
	2/10/14	Rent	GEN	Deposit Rent Terra Bella		1,000.00	
	2/12/14	Rent	GEN	Rent - Cambria		500.00	
	2/19/14	Rent	GEN	Deposit Rent Marnell		800.00	
				Current Period Change			
	3/1/14			Beginning Balance			
	3/3/14	Rent	GEN	Deposit Rent Baxter		700.00	
	3/3/14	Rent	GEN	Deposit Rent Heather Ridge		858.00	
	3/3/14	Rent	GEN	Deposit Rent Rusty Ridge		900.00	
	3/3/14	Rent	GEN	Deposit Rent Clover Blossom		1,000.00	
	3/3/14	Rent	GEN	Rent - Cambria		500.00	
	3/5/14	Rent	GEN	Deposit Rent guadalupe		800.00	
	3/5/14	Rent	GEN	Deposit Rent Concord Villae		925.00	
	3/5/14	Rent	GEN	Deposit Rent Anaconda		1,150.00	
	3/7/14	Rent	GEN	Deposit Rent Churchill		900.00	
	3/10/14	Rent	GEN	Deposit Rent Terra Bella		1,000.00	
	3/10/14	Rent	GEN	Deposit Rent Sawyer		800.00	
	3/14/14	Rent	GEN	Deposit Rent Marnell		850.00	
	3/31/14	Rent	GEN	Deposit Rent Concord Village		925.00	
				Current Period Change			
	4/1/14			Beginning Balance			
	4/2/14	Rent	GEN	Deposit Rent Baxter		700.00	
	4/2/14	Rent	GEN	Deposit Rent cambria		300.00	
	4/3/14	Rent	GEN	Deposit Rent Anaconda		1,150.00	
	4/3/14	Rent	GEN	Deposit Rent Clover Blossom		1,000.00	
	4/3/14	Rent	GEN	Deposit Rent Rusty Ridge		900.00	
	4/4/14	Rent	GEN	Deposit Rent Churchill		900.00	
	4/4/14	Rent	GEN	Deposit Rent Terra Bella		900.00	
	4/7/14	Rent	GEN	Deposit Rent Sawyer		800.00	
	4/10/14	Rent	GEN	Deposit Rent Guadalupe		800.00	
	4/18/14	Rent	GEN	Deposit Rent Marnell		850.00	
	4/29/14	Rent	GEN	Rent - Cambria		300.00	
				Current Period Change			
	5/1/14			Beginning Balance			
	5/1/14	3160	CDJ	Lance Liu - Rent at Heather Ridge		700.00	
	5/2/14	Rent	GEN	Deposit Rent clover blossom		1,000.00	
	5/5/14	Rent	GEN	Deposit Rent Anaconda		1,150.00	
	5/6/14	Rent	GEN	Deposit Rent Churchill		900.00	
	5/7/14	cambria	CRJ	Rent - cambria		600.00	
	5/7/14	compass r	CRJ	Rent - compass rose rent		840.00	
	5/7/14	Rent	GEN	Deposit Rent concord village		925.00	
	5/7/14	Rent	GEN	Deposit Rent Rusty Ridge		900.00	
	5/7/14	Rent	GEN	Deposit Rent Baxter		700.00	
	5/8/14	Rent	GEN	Deposit Rent sawyer		800.00	

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 4010-00-00-000 to 4010-00-00-000. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	5/12/14	Rent	GEN	Deposit Rent Guadalupe		800.00	
	5/14/14	Rent	GEN	Deposit Rent cambria		500.00	
	5/16/14	Rent	GEN	Deposit Rent Terra Bella		1,000.00	
	5/30/14	Marnell	GEN	Marnell		850.00	
				Current Period Change			
	6/1/14			Beginning Balance			
	6/2/14	3175	CDJ	Lance Liu - Heather Ridge Rent		700.00	
	6/3/14	Rent	GEN	Deposit Rent compass rose		1,000.00	
	6/3/14	Rent	GEN	Deposit Rent Rusty Ridge		900.00	
	6/3/14	Rent	GEN	Deposit Rent Baxter		700.00	
	6/3/14	Rent	GEN	Deposit Rent concord Village		925.00	
	6/4/14	Rent	GEN	Deposit Rent clover blossom		1,000.00	
	6/6/14	Rent	GEN	Deposit Rent Sawyer		800.00	
	6/9/14	Rent	GEN	Deposit Rent Anaconda		1,150.00	
	6/9/14	Rent	GEN	Deposit Rent Churchill	900.00		
	6/9/14	Rent	GEN	Deposit Rent cambria	500.00		
	6/13/14	Rent	GEN	Deposit Rent Terra Bella	1,000.00		
	6/13/14	Rent	GEN	Deposit Rent Guadalupe	800.00		
	6/16/14	Rent	GEN	Deposit Rent Marnell	850.00		
	6/24/14	Rent	GEN	Deposit Rent cambria	500.00		
				Current Period Change			
	6/30/14			**Ending Balance**			**132,479.00**

General Ledger
For the Period From Jun 1, 2013 to Sep 30, 2014

Filter Criteria includes: 1) IDs: 4100-00-10-043. Report order is by ID. Report is printed with shortened descriptio

Account ID / Account Description	Date	Refere	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
4100-00-10-043	6/1/13			Beginning Balance			
Int. Income: 2209 Farmouth	6/1/13		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	7/1/13			Beginning Balance			
	7/1/13		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	8/1/13			Beginning Balance			
	8/1/13		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	9/1/13			Beginning Balance			
	9/1/13		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	10/1/13			Beginning Balance			
	10/1/13		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	11/1/13			Beginning Balance			
	11/1/13		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	12/1/13			Beginning Balance			
	12/1/13		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/1/14		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	2/1/14			Beginning Balance			
	2/1/14		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	3/1/14			Beginning Balance			
	3/1/14		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	4/1/14			Beginning Balance			
	4/1/14		GEN	2209 Farmouth Cir - Int pymnt		587.77	
				Current Period Change			
	5/1/14			Beginning Balance			
	5/1/14		GEN	2209 Farmouth Cir - Int pymnt	587.77		
				Current Period Change			
	6/1/14			Beginning Balance			
	6/1/14		GEN	2209 Farmouth Cir - Int pymnt	587.77		
				Current Period Change			
	7/1/14			Beginning Balance			
	7/1/14		GEN	2209 Farmouth Cir - Int pymnt	587.77		
				Current Period Change			
	8/1/14			Beginning Balance			
	8/1/14		GEN	2209 Farmouth Cir - Int pymnt	587.77		
				Current Period Change			
	9/1/14			Beginning Balance			
	9/1/14		GEN	2209 Farmouth Cir - Int pymnt	587.77		
				Current Period Change			
	9/30/14			**Ending Balance**			**8,816.55**

Ledger (Security Deposits)
NV Rentals

Filter Criteria includes: 1) IDs from 2400-00-10-000 to 2400-00-10-000. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt
2400-00-10-000						
Security Deposits - NV						
	2/24/09	1003	CRJ	6213 Anaconda - Anaconda Secy Deposit		500.00
	3/16/09		CRJ	Terra Bella - Security Deposit Terra Bella		500.00
	8/18/10	003408873	CRJ	Rental Deposit - Deposit on Clover Blossom		500.00
	9/1/10	003556609	CRJ	Clover Blossom - last months rent security clover blossom		1,000.00
	3/6/12	1161	CRJ	Rent - sawyer security deposit		500.00
	11/26/12	112712	CRJ	DEPOSIT - secy deposit Churchill		250.00
	11/26/12	112712	CRJ	DEPOSIT - pet deposit churchill		50.00
	1/3/13	Rent	GENJ	deposit churchill		250.00
	2/25/13	64	CRJ	Churchill - churchill deposit		250.00
	3/4/13	Rent	GENJ	Secy deposit - churchill		250.00
	9/4/13	2711	CRJ	Rent - Rusty Ridge Security Deposit (last)		900.00
	9/17/13	9-15-13c	CRJ	MARNELL - Security deposit Marnell		800.00
	5/7/14	compass ros	CRJ	Rent - compass rose deposit		200.00
	6/3/14	Rent	GENJ	Deposit Rent compass rose toward secy deposit		100.00
	6/30/14			**Ending Balance**		**6,050.00**

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General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 6000-00-00-000 to 6000-00-00-000. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
6000-00-00-000	6/1/13			Beginning Balance			
Wages Expense	6/12/13	Corp PR	GEN	P/R W/E 6/12/13	1,265.70		
	6/25/13	Corp PR	GEN	P/R W/E 6/25/13	1,491.80		
				Current Period Change			
	7/1/13			Beginning Balance			
	7/10/13	Corp PR	GEN	P/R W/E7/5/13	1,265.71		
	7/24/13	Corp PR	GEN	P/R W/E 7/20	1,491.80		
				Current Period Change			
	8/1/13			Beginning Balance			
	8/6/13	Corp PR	GEN	P/R W/E 8/2/13	1,491.80		
	8/20/13	Corp PR	GEN	P/R W/E 8/16/13	1,265.71		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/11/13	Corp PR	GEN	P/R W/E 9/6/13	1,491.79		
	9/25/13	Corp PR	GEN	P/R W/E 9/20/13	1,491.79		
				Current Period Change			
	10/1/13			Beginning Balance			
	10/11/13	Corp PR	GEN	P/R W/E 10/8/13	1,491.81		
	10/15/13	Corp PR	GEN	P/R W/E 10/11/13	1,491.81		
	10/29/13	Corp PR	GEN	P/R W/E 10/25/13	1,265.69		
				Current Period Change			
	11/1/13			Beginning Balance			
	11/13/13	Corp PR	GEN	P/R W/E 11/08/13	1,265.71		
	11/26/13	Corp PR	GEN	P/R W/E 11/20/13	1,491.80		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/10/13	Corp PR	GEN	P/R W/E 12/6/13	1,491.80		
	12/24/13	Corp PR	GEN	P/R W/E 12/20/13	1,265.71		
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/14/14	Corp PR	GEN	P/R W/E 1/3/14	1,491.81		
	1/22/14	Corp PR	GEN	P/R W/E 1/17/14	1,268.95		
				Current Period Change			
	2/1/14			Beginning Balance			
	2/4/14	Corp PR	GEN	P/R W/E	1,268.97		
	2/20/14	Corp PR	GEN	P/R W/E	1,491.81		
				Current Period Change			

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 6000-00-00-000 to 6000-00-00-000. Report order is by ID. Report is printed wit

3/1/14		Beginning Balance		
3/5/14	Corp PR	GEN P/R W/E 2/28/14	1,491.79	
3/19/14	Corp PR	GEN P/R W/E 3/14/14	1,268.97	
		Current Period Change		
4/1/14		Beginning Balance		
4/2/14	Corp PR	GEN P/R W/E 3/28/14	1,491.81	
4/16/14	Corp PR	GEN P/R W/E 4/11/14	1,491.80	
4/30/14	Corp PR	GEN P/R W/E 4/25/14	1,491.80	
		Current Period Change		
5/1/14		Beginning Balance		
5/14/14	Corp PR	GEN P/R W/E 5/9/14	1,491.80	
5/28/14	Corp PR	GEN P/R W/E 5/23/14	1,491.80	
		Current Period Change		
6/1/14		Beginning Balance		
6/11/14	Corp PR	GEN P/R W/E 6/6/14	1,268.96	
6/25/14	Corp PR	GEN P/R W/E 6/20/14	1,268.96	
		Current Period Change		
6/30/14		**Ending Balance**		**39,299.66**

50% of Gross Wages	19,649.83

Cash Disbursements Journal
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) Vendor IDs from LIU, LANCE to LIU, LANCE. Report order is by Date. Report i

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
6/3/13	3006	6655-00-00-00		2,900.00	
		1020-00-10-00	Lance Liu		2,900.00
7/3/13	3024	6655-00-00-00	fee	2,900.00	
		1020-00-10-00	Lance Liu		2,900.00
8/1/13	3036	6655-00-00-00	fee	2,900.00	
		1020-00-10-00	Lance Liu		2,900.00
9/1/13	3053	6655-00-00-00		2,900.00	
		1020-00-10-00	Lance Liu		2,900.00
10/1/13	3069	6655-00-00-00	fee	2,900.00	
		1020-00-10-00	Lance Liu		2,900.00
10/31/13	3076	6655-00-00-00	fee	2,900.00	
		1020-00-10-00	Lance Liu		2,900.00
12/2/13	3089	6655-00-00-00	fee	2,900.00	
		1020-00-10-00	Lance Liu		2,900.00
1/1/14	3106	6655-00-00-00	fee	2,900.00	
		1020-00-10-00	Lance Liu		2,900.00
2/1/14	3127	6655-00-00-00	fee	2,900.00	
		1020-00-10-00	Lance Liu		2,900.00
3/3/14	3144	6655-00-00-00	Fee	3,000.00	
		1020-00-10-00	Lance Liu		3,000.00
4/1/14	3152	6655-00-00-00	fee	3,000.00	
		1020-00-10-00	Lance Liu		3,000.00
5/1/14	3160	6655-00-00-00	fee	3,000.00	
		1020-00-10-00	Lance Liu		3,000.00
6/2/14	3175	6655-00-00-00	maint	3,000.00	
		1020-00-10-00	Lance Liu		3,000.00
	Total			38,100.00	38,100.00

75% of Gross Wages
28,575.00

General Ledger

For the Period From Jun 1, 2013 to June 30, 2014

Filter Criteria includes: 1) IDs from 6950-00-00-001 to 6950-00-00-001. Report order is by ID. Report is printed wit

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
6950-00-00-001	6/1/13			Beginning Balance			
Insurance Expense - NV Homes	7/1/13			Beginning Balance			
	7/2/13	Rightway	GEN	Ins pd to Rightway Insurance	4,719.36		
				Current Period Change	4,719.36		4,719.36
	8/1/13			Beginning Balance			4,719.36
	9/1/13			Beginning Balance			4,719.36
	10/1/13			Beginning Balance			4,719.36
	11/1/13			Beginning Balance			4,719.36
	12/1/13			Beginning Balance			4,719.36
	12/31/13			Fiscal Year End Balance			4,719.36
	1/1/14			Beginning Balance			
	2/1/14			Beginning Balance			
	3/1/14			Beginning Balance			
	4/1/14			Beginning Balance			
	5/1/14			Beginning Balance			
	6/1/14			Beginning Balance			
	6/30/14			**Ending Balance**			

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-004 to 7010-00-10-004. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-004	6/1/13			Beginning Balance			
Baxter Exp (re	6/6/13		CDJ	Home Depot - baxter materials - Water Heater	664.98		
				Current Period Change			
	7/1/13			Beginning Balance			
	8/1/13			Beginning Balance			
	8/22/13		CDJ	Clark County Treasurer - baxter	126.29		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/19/13		CDJ	Republic Services - baxter garbage	98.85		
				Current Period Change			
	10/1/13			Beginning Balance			
	11/1/13			Beginning Balance			
	11/13/13		CDJ	CC Treasurer - proeprty tax baxter	131.03		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/18/13	Home Dep	GEN	Baxter Supplies	17.24		
	12/18/13	Home Dep	GEN	Baxter Supplies	3.19		
	12/18/13	Home Dep	GEN	Baxter Supplies	124.20		
	12/18/13	Home Dep	GEN	Baxter Supplies	87.20		
	12/18/13	Home Dep	GEN	Baxter Supplies		10.78	
	12/18/13	Home Dep	GEN	Baxter Supplies	94.90		
	12/19/13		CDJ	Republic Services - baxter garbage	42.03		
	1/1/14			Beginning Balance			
	1/8/14		CDJ	CC Treasurer - baxter property tax	251.98		
				Current Period Change			
	2/1/14			Beginning Balance			
	2/11/14		CDJ	City of Las Vegas-Sewer - baxter	59.15		
				Current Period Change			
	3/1/14			Beginning Balance			
	3/14/14		CDJ	Republic Services - baxter	42.03		
				Current Period Change			
	4/1/14			Beginning Balance			
	4/18/14		CDJ	City of Las Vegas-Sewer - sewer	59.15		
				Current Period Change			
	5/1/14			Beginning Balance			
	6/1/14			Beginning Balance			
	6/2/14		CDJ	City of Las Vegas-Sewer - baxter sewer	59.15		
	6/26/14		CDJ	Republic Services - baxter garbage	42.43		
				Current Period Change			
	6/30/14			**Ending Balance**			**1,893.02**
					1893.02		

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-008 to 7010-00-10-008. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-008	6/1/13			Beginning Balance			
Clover Blossom	6/1/13		CDJ	Country Gardens Owners Assoc - Hoa	55.00		
	6/6/13		CDJ	Home Depot - clover blossom materials -sink repairs	115.36		
				Current Period Change			
	7/1/13			Beginning Balance			
	7/1/13		CDJ	Country Gardens Owners Assoc	55.00		
				Current Period Change			
	8/1/13			Beginning Balance			
	8/22/13		CDJ	Clark County Treasurer - Property Tax Clover Blosst	230.60		
				Current Period Change			
	9/1/13			Beginning Balance			
	10/1/13			Beginning Balance			
	10/3/13		CDJ	Country Gardens Owners Assoc - HOA Dues	170.50		
				Current Period Change			
	11/1/13			Beginning Balance			
	11/13/13		CDJ	CC Treasurer - property tax clover blossom	239.27		
	11/19/13		CDJ	Country Gardens Owners Assoc - Hoa	55.00		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/4/13		CDJ	Country Gardens Owners Assoc - hoa	55.00		
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/8/14		CDJ	CC Treasurer - clover blossom property tax	460.14		
	1/29/14		CDJ	Country Gardens Owners Assoc - hoa	126.50		
				Current Period Change			
	2/1/14			Beginning Balance			
	3/1/14			Beginning Balance			
	3/4/14		CDJ	Country Gardens Owners Assoc	55.00		
	3/14/14	Country Ga	GEN	Country Gardens Owners Assoc	60.50		
				Current Period Change			
	4/1/14			Beginning Balance			
	5/1/14			Beginning Balance			
	5/1/14		CDJ	Country Gardens Owners Assoc - Hoa Dues cb	55.00		
				Current Period Change			
	6/1/14			Beginning Balance			
	6/4/14		CDJ	Country Gardens Owners Assoc - clover blossom	55.00		
	6/26/14		CDJ	Country Gardens Owners Assoc - HOA Dues clover	55.00		
				Current Period Change			
	6/30/14			Ending Balance			1,842.87

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-013 to 7010-00-10-013. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-013	6/1/13			Beginning Balance			
Cambria Exp. (renta	7/1/13			Beginning Balance			
	8/1/13			Beginning Balance			
	9/1/13			Beginning Balance			
	9/11/13		CDJ	City of Las Vegas-Sewer - cambria	67.15		
	9/19/13		CDJ	CC Treasurer - cambria property tax	133.90		
	9/19/13		CDJ	Republic Services - cambria garbage	74.78		
				Current Period Change			
	10/1/13			Beginning Balance			
	10/9/13		CDJ	City of Las Vegas-Sewer - cambria sewer	58.39		
				Current Period Change			
	11/1/13			Beginning Balance			
	11/13/13		CDJ	CC Treasurer - property tax cambria	133.59		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/19/13		CDJ	Republic Services - garbage cambira	42.03		
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/14/14		CDJ	City of Las Vegas-Sewer - Sewer cambria	59.15		
				Current Period Change			
	2/1/14			Beginning Balance			
	2/11/14		CDJ	CC Treasurer - cambria	133.59		
				Current Period Change			
	3/1/14			Beginning Balance			
	3/14/14		CDJ	Republic Services - cambria	42.03		
				Current Period Change			
	4/1/14			Beginning Balance			
	4/11/14		CDJ	City of Las Vegas-Sewer - cambria sewer	59.15		
	4/11/14		CDJ	CC Treasurer - cambria taxes	135.59		
				Current Period Change			
	5/1/14			Beginning Balance			
	6/1/14			Beginning Balance			
	6/26/14		CDJ	Republic Services - cambria garbage	42.43		
				Current Period Change			
	6/30/14			**Ending Balance**			**981.78**

AAPP 5649

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-014 to 7010-00-10-014. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-014	6/1/13			Beginning Balance			
Heather Ridge Expe	6/6/13		CDJ	Home Depot - heather ridge materials - Screen	46.41		
				Current Period Change			
	7/1/13			Beginning Balance			
	7/30/13	3032	CDJ	JOSE RODRIGUEZ - heather ridge capacitor a/c unit	280.00		
				Current Period Change			
	8/1/13			Beginning Balance			
	8/13/13		CDJ	Home Depot - heather ridge materials	48.86		
	8/22/13		CDJ	Clark County Treasurer	338.36		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/11/13		CDJ	Home Depot - Heather Ridge Materials	8.52		
				Current Period Change			
	10/1/13			Beginning Balance			
	11/1/13			Beginning Balance			
	11/13/13		CDJ	CC Treasurer - Property tax	351.10		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/8/14		CDJ	CC Treasurer - Heather Ridge property tax	675.20		
	1/8/14		CDJ	Eldorado First- HOA - hoa annual	120.00		
				Current Period Change			
	2/1/14			Beginning Balance			
	2/11/14		CDJ	Home Depot - heather ridge supplies	14.03		
				Current Period Change			
	3/1/14			Beginning Balance			
	4/1/14			Beginning Balance			
	5/1/14			Beginning Balance			
	5/1/14	3161	CDJ	Lance Liu - carpet cleaning	110.00		
	5/14/14		CDJ	Home Depot - heather ridge	393.13		
	5/14/14		CDJ	Home Depot - heather ridge	118.75		
	5/14/14		CDJ	Home Depot - heather ridge	35.45		
	5/14/14		CDJ	Home Depot - heather ridge	29.14		
	5/14/14		CDJ	Home Depot - heather ridge	41.39		
	5/14/14		CDJ	Home Depot - heather ridge	21.61		
				Current Period Change			
	6/1/14			Beginning Balance			

AAPP 5650

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-014 to 7010-00-10-014. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	6/5/14		CDJ	Home Depot - heather ridge repair supplies	44.41		
	6/5/14		CDJ	Home Depot - Heather Ridge Repair Supplies	14.71		
	6/5/14		CDJ	Home Depot - heather ridge repair supplies	27.00		
	6/5/14		CDJ	Home Depot - heather ridge repair supplies	161.47		
				Current Period Change			
	6/30/14			**Ending Balance**			**2,879.54**

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-015 to 7010-00-10-015. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-015	6/1/13			Beginning Balance			
Anaconda Exp.	7/1/13			Beginning Balance			
	7/30/13	3032	CDJ	JOSE RODRIGUEZ - anaconda transformer a/c unit	120.00		
				Current Period Change			
	8/1/13			Beginning Balance			
	8/22/13		CDJ	Clark County Treasurer - anaconda	232.39		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/19/13		CDJ	Republic Services - anaconda	13.79		
				Current Period Change			
	10/1/13			Beginning Balance			
	10/9/13		CDJ	City of Las Vegas-Sewer - anaconda sewer	64.23		
				Current Period Change			
	11/1/13			Beginning Balance			
	######		CDJ	CC Treasurer - property tax	241.09		
				Current Period Change			
	12/1/13			Beginning Balance			
	######		CDJ	Republic Services - garbage anaconda	42.03		
				Current Period Change			
	######			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/8/14		CDJ	CC Treasurer - anaconda property tax	463.64		
	1/14/14		CDJ	City of Las Vegas-Sewer - sewer anaconda	65.07		
				Current Period Change			
	2/1/14			Beginning Balance			
	3/1/14			Beginning Balance			
	3/14/14		CDJ	Republic Services - anaconda	42.03		
				Current Period Change			
	4/1/14			Beginning Balance			
	4/11/14		CDJ	City of Las Vegas-Sewer - anconda sewr	65.07		
				Current Period Change			
	5/1/14			Beginning Balance			
	5/14/14		CDJ	Home Depot - anaconda	90.21		
	5/21/14	3171	CDJ	OZY GM - Anaconda Tub	750.00		
				Current Period Change			
	6/1/14			Beginning Balance			
	6/26/14		CDJ	Republic Services - ancaconda garbage	42.43		
				Current Period Change			
	6/30/14			**Ending Balance**			**2,231.98**

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-018 to 7010-00-10-018. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-018	6/1/13			Beginning Balance			
Sawyer expense (rei	7/1/13			Beginning Balance			
	8/1/13			Beginning Balance			
	8/22/13		CDJ	Clark County Treasurer - sawyer	143.58		
				Current Period Change			
	9/1/13			Beginning Balance			
	10/1/13			Beginning Balance			
	10/3/13		CDJ	City of Las Vegas-Sewer - sawyer sewer	67.15		
				Current Period Change			
	11/1/13			Beginning Balance			
	11/13/13		CDJ	CC Treasurer - property tax	148.96		
	11/19/13		CDJ	City of Las Vegas-Sewer - sawyer garbage	58.39		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/8/14		CDJ	CC Treasurer - sawyer property tax	286.46		
				Current Period Change			
	2/1/14			Beginning Balance			
	2/11/14		CDJ	City of Las Vegas-Sewer - sawyer	59.15		
				Current Period Change			
	3/1/14			Beginning Balance			
	4/1/14			Beginning Balance			
	4/11/14		CDJ	Republic Services - garbage sawyer	178.37		
				Current Period Change			
	5/1/14			Beginning Balance			
	6/1/14			Beginning Balance			
	6/2/14		CDJ	City of Las Vegas-Sewer - sawyer sewer	59.15		
				Current Period Change			
	6/30/14			**Ending Balance**			**1,001.21**

AAPP 5653

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-022 to 7010-00-10-022. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-022	6/1/13			Beginning Balance			
4601 Concord Village	7/1/13			Beginning Balance			
	7/8/13	3027	CDJ	GC Glass LLC - glass repair concord village	168.65		
				Current Period Change			
	8/1/13			Beginning Balance			
	8/22/13		CDJ	Clark County Treasurer	154.47		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/11/13		CDJ	City of Las Vegas-Sewer - concord village sewer	125.54		
				Current Period Change			
	10/1/13			Beginning Balance			
	11/1/13			Beginning Balance			
	11/13/13		CDJ	CC Treasurer - property tax	160.25		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/8/14		CDJ	CC Treasurer - concord village propety tax	308.18		
	1/29/14		CDJ	City of Las Vegas-Sewer - concord village sewer	68.03		
				Current Period Change			
	2/1/14			Beginning Balance			
	2/27/14	3143	CDJ	JOSE RODRIGUEZ - A/C Repair Concord Village	325.00		
				Current Period Change			
	3/1/14			Beginning Balance			
	3/14/14		CDJ	City of Las Vegas-Sewer - concord village	59.15		
				Current Period Change			
	4/1/14			Beginning Balance			
	5/1/14			Beginning Balance			
	6/1/14			Beginning Balance			
	6/26/14		CDJ	City of Las Vegas-Sewer - concord village sewer	59.15		
				Current Period Change			
	6/30/14			**Ending Balance**			**1,428.42**

AAPP 5654

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-024 to 7010-00-10-024. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-024	6/1/13			Beginning Balance			
3301 Terra Bella Ex	7/1/13			Beginning Balance			
	8/1/13			Beginning Balance			
	8/22/13		CDJ	Clark County Treasurer	198.66		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/11/13		CDJ	City of Las Vegas-Sewer - Terra Bella Sewer	267.56		
	9/11/13		CDJ	Republic Services - terra bella garbage	98.85		
				Current Period Change			
	10/1/13			Beginning Balance			
	11/1/13			Beginning Balance			
	11/13/13		CDJ	CC Treasurer - property tax	205.84		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/19/13		CDJ	Republic Services - terra bella garbage	42.03		
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/8/14		CDJ	CC Treasurer - terra bella property tax	396.28		
				Current Period Change			
	2/1/14			Beginning Balance			
	3/1/14			Beginning Balance			
	3/14/14		CDJ	Republic Services - terra bella	42.03		
				Current Period Change			
	4/1/14			Beginning Balance			
	5/1/14			Beginning Balance			
	6/1/14			Beginning Balance			
	6/2/14		CDJ	City of Las Vegas-Sewer - terra bella sewer	59.15		
	6/26/14		CDJ	City of Las Vegas-Sewer - terra bella sewer	42.43		
				Current Period Change			
	6/30/14			**Ending Balance**			**1,352.83**

AAPP 5655

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-030 to 7010-00-10-030. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Referen	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-030	6/1/13			Beginning Balance			
4133 Compass Rose	6/6/13		CDJ	Home Depot - compass rose materials - pipe sink	105.94		
				Current Period Change			
	7/1/13			Beginning Balance			
	8/1/13			Beginning Balance			
	8/22/13		CDJ	Clark County Treasurer	200.36		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/19/13		CDJ	Republic Services - compass rose garbage	52.25		
				Current Period Change			
	10/1/13			Beginning Balance			
	11/1/13			Beginning Balance			
	11/5/13	3080	CDJ	Lance Liu - reimburse ozy gm snake main drain compass rose	120.00		
	11/13/13		CDJ	CC Treasurer - property tax	207.86		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/19/13		CDJ	Republic Services - compass rose garbage	42.03		
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/6/14	3113	CDJ	OZY GM - Snake main drain @ compass rose	120.00		
	1/8/14		CDJ	CC Treasurer - compass rose property tax	399.74		
				Current Period Change			
	2/1/14			Beginning Balance			
	2/18/14	3141	CDJ	OZY GM - compass rose unclog drain at main line	210.00		
				Current Period Change			
	3/1/14			Beginning Balance			
	3/14/14		CDJ	Republic Services - compass rose	42.03		
				Current Period Change			
	4/1/14			Beginning Balance			
	4/11/14		CDJ	NV Energy - compass rose	279.21		
	4/18/14		CDJ	Las Vegas Valley Water - COMPASS ROSE	24.48		
				Current Period Change			
	5/1/14			Beginning Balance			
	5/9/14		CDJ	NV Energy - compass rose pwer	30.02		
	5/14/14		CDJ	Home Depot - compass rose supplies	339.18		
	5/14/14		CDJ	Home Depot - compass rose	72.70		
	5/21/14	122601	CRJ	NV ENERGY - refund credit balance compass Rose		204.46	

AAPP 5656

compass rose expenses

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-030 to 7010-00-10-030. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Referen	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
				Current Period Change			
	6/1/14			Beginning Balance			
	6/2/14		CDJ	Las Vegas Valley Water - compass rose water	15.20		
	6/3/14	5284	CDJ	OZY GM - Compass Rose Plumbing	390.00		
	6/5/14		CDJ	Home Depot - compass rose	65.67		
	6/5/14		CDJ	Home Depot - compass rose repair supplies	53.51		
	6/5/14		CDJ	Home Depot - compass rose repair supplies	72.05		
	6/5/14		CDJ	Home Depot - compass rose repair supplies	4.62		
	6/5/14		CDJ	Home Depot - compass rose repair supplies	44.34		
	6/5/14		CDJ	Home Depot - compass rose repair supplies	88.91		
	6/5/14		CDJ	Home Depot - compass rose repair supplies	14.02		
	6/6/14	3179	CDJ	Lance Liu - svc camera sewer line compass rose paid to Professl plumbing & Heating Services	180.00		
				Current Period Change			
	6/30/14			**Ending Balance**			**2,969.66**

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-049 to 7010-00-10-049. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-049	6/1/13			Beginning Balance			
6304 Guadalupe Ex	7/1/13			Beginning Balance			
	8/1/13			Beginning Balance			
	8/22/13		CDJ	Clark County Treasurer	139.58		
	8/23/13		CDJ	Clark County Treasurer - guadalupe	139.58		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/18/13	3065	CDJ	JOSE RODRIGUEZ - A/C Repair Guadulupe	320.00		
				Current Period Change			
	10/1/13			Beginning Balance			
	11/1/13			Beginning Balance			
	12/1/13			Beginning Balance			
	12/19/13		CDJ	Republic Services	42.03		
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/8/14		CDJ	CC Treasurer - guadalupe property tax	278.54		
				Current Period Change			
	2/1/14			Beginning Balance			
	3/1/14			Beginning Balance			
	3/14/14		CDJ	City of Las Vegas-Sewer - sewer guadalupe	59.15		
				Current Period Change			
	4/1/14			Beginning Balance			
	5/1/14			Beginning Balance			
	5/29/14	3172	CDJ	OZY GM - guadalupe shower install	260.00		
				Current Period Change			
	6/1/14			Beginning Balance			
	6/26/14		CDJ	City of Las Vegas-Sewer - guadalupe sewer	59.15		
				Current Period Change			
	6/30/14			**Ending Balance**			**1,298.03**

AAPP 5658

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-052 to 7010-00-10-052. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-052	6/1/13			Beginning Balance			
1608 Rusty Ridge E:	6/1/13		CDJ	High Noon @ Old Vegas	113.00		
	6/7/13	3016	CDJ	Lance Liu - carpet cleaning at rusty ridge - professional cleaning serv	140.00		
				Current Period Change			
	7/1/13			Beginning Balance			
	7/1/13		CDJ	High Noon @ Old Vegas	113.00		
				Current Period Change			
	8/1/13			Beginning Balance			
	8/5/13		CDJ	High Noon @ Old Vegas - Hoa Dues	113.00		
	8/22/13		CDJ	Clark County Treasurer - rusty ridge	181.20		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/5/13		CDJ	High Noon @ Old Vegas	113.00		
				Current Period Change			
	10/1/13			Beginning Balance			
	10/3/13		CDJ	High Noon @ Old Vegas	113.00		
	10/9/13		CDJ	Home Depot - rusty ridge	155.94		
	10/9/13		CDJ	Home Depot - rusty ridge	103.23		
	10/9/13		CDJ	Home Depot - rusty ridge	172.07		
	10/9/13		CDJ	Home Depot - rusty ridge supplie	28.00		
	10/9/13		CDJ	Home Depot - material rusty ridge	4.26		
				Current Period Change			
	11/1/13			Beginning Balance			
	11/1/13		CDJ	High Noon @ Old Vegas - hoa	113.00		
	11/13/13		CDJ	CC Treasurer - property tax	187.93		
				Current Period Change			
	12/1/13			Beginning Balance			
	12/4/13		CDJ	High Noon @ Old Vegas - hoa	113.00		
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/6/14		CDJ	High Noon @ Old Vegas	113.00		
	1/8/14		CDJ	CC Treasurer - Rusty Ridge property tax	361.40		
				Current Period Change			
	2/1/14			Beginning Balance			
	2/5/14		CDJ	High Noon @ Old Vegas - 1608 Rusty Ridge Exp.(rental)	113.00		
				Current Period Change			
	3/1/14			Beginning Balance			

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-052 to 7010-00-10-052. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	3/5/14		CDJ	High Noon @ Old Vegas - rusty ridge hoa	113.00		
				Current Period Change			
	4/1/14			Beginning Balance			
	5/1/14			Beginning Balance			
	5/14/14		CDJ	Home Depot - rusty ridge	39.92		
	5/31/14		CDJ	High Noon @ Old Vegas - April/May HOA dues plus late fees Rusty Ridge	246.00		
				Current Period Change			
	6/1/14			Beginning Balance			
	6/5/14		CDJ	Home Depot - rusty ridge repair supplies	14.83		
				Current Period Change			
	6/30/14			**Ending Balance**			**2,764.78**

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-064 to 7010-00-10-064. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
7010-00-10-064	6/1/13			Beginning Balance			
4820 Marnell Expen	7/1/13			Beginning Balance			
	7/30/13	3032	CDJ	JOSE RODRIGUEZ - marnell evaporator a/c unit	80.00		
				Current Period Change			
	8/1/13			Beginning Balance			
	8/6/13	3030	CDJ	Lance Liu - ozy gm unclogged sink drains	80.00		
	8/22/13		CDJ	NV Energy - marnell power	135.99		
	8/23/13		CDJ	Clark County Treasurer - marnell	94.89		
				Current Period Change			
	9/1/13			Beginning Balance			
	9/5/13	3054	CDJ	Francisco Lopez - marnell carpet	1,100.00		
	9/11/13		CDJ	Home Depot - Marnell Materials		340.52	
	9/11/13		CDJ	Home Depot - Marnell Materials	129.03		
	9/11/13		CDJ	Home Depot - Marnell Materials	58.83		
	9/11/13		CDJ	Home Depot - Marnell Materials	16.00		
	9/11/13		CDJ	Home Depot - Marnell Materials	78.32		
	9/11/13		CDJ	Home Depot - Marnell Materials	51.80		
	9/11/13		CDJ	Home Depot - Marnell Materials	399.94		
	9/11/13		CDJ	Home Depot - Marnell Materials	76.63		
	9/11/13		CDJ	Home Depot - Marnell Materials	86.78		
	9/11/13		CDJ	Home Depot - Marnell Materials	16.10		
	9/11/13		CDJ	Home Depot - Marnell Materials		69.17	
	9/11/13		CDJ	Home Depot - Marnell Materials	349.70		
	9/18/13	3065	CDJ	JOSE RODRIGUEZ - A/C Repair Marnell	80.00		
				Current Period Change			
	10/1/13			Beginning Balance			
	10/9/13	3074	CDJ	Big Fish, LLC - washer dryer marnell	300.00		
	10/9/13		CDJ	Home Depot - marnell supplies	73.04		
	10/9/13		CDJ	Home Depot - marnell supplies	24.25		
	10/9/13		CDJ	Home Depot - material marnell	19.87		
	10/9/13		CDJ	Home Depot - marnell	14.00		
	10/9/13		CDJ	Home Depot - Marnel supplies	11.86		
	10/22/13		CDJ	NV Energy - marnell power	231.08		
	10/29/13	3075	CDJ	OZY GM - Marnell Pipe repair	350.00		
				Current Period Change			
	11/1/13			Beginning Balance			
	11/13/13		CDJ	CC Treasurer - property tax	98.37		
	11/19/13		CDJ	Home Depot - marnell supplies	33.56		
				Current Period Change			

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 7010-00-10-064 to 7010-00-10-064. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	12/1/13			Beginning Balance			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/2/14	3109	CDJ	G3 Electrical - Marnell replaced meter on main house	1,410.00		
	1/8/14		CDJ	CC Treasurer - marnell property tax	189.18		
				Current Period Change			
	2/1/14			Beginning Balance			
	2/11/14		CDJ	NV Energy - marnell	3.70		
	2/11/14		CDJ	Home Depot - marnell repair supplies	355.78		
	2/11/14		CDJ	Home Depot - marnell repair supplies	27.33		
	2/27/14		CDJ	Las Vegas Valley Water - marnell water	18.89		
	2/27/14		CDJ	Republic Services - marnell garbage	265.00		
				Current Period Change			
	3/1/14			Beginning Balance			
	3/24/14		CDJ	Las Vegas Valley Water - marnell water	18.21		
				Current Period Change			
	4/1/14			Beginning Balance			
	4/18/14		CDJ	Las Vegas Valley Water - MARNELL	31.18		
				Current Period Change			
	5/1/14			Beginning Balance			
	6/1/14			Beginning Balance			
	6/26/14		CDJ	CC Water Reclamation - marnell sewer	237.09		
				Current Period Change			
	6/30/14			**Ending Balance**			**6,136.71**

NOTICE OF MOTION

TO: ERIC L. NELSON, Plaintiff;

TO: RHONDA K. FORSBERG, ESQ., of RHONDA K. FORSBERG, CHARTERED, Attorney for Plaintiff; and

TO: MARK A. SOLOMON, ESQ., and JEFFREY P. LUSZECK, ESQ., of SOLOMON, DWIGGINS & FREER, LTD., Attorneys for the ELN Trust.

PLEASE TAKE NOTICE that the undersigned will bring the foregoing DEFENDANT'S MOTION TO ENFORCE THE JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF on for hearing before the above-entitled Court, on the 8th day of December, 2014, at the hour of 2:00 a.m./p.m., or as soon thereafter as counsel may be heard.

DATED this 13th day of November, 2014.

THE DICKERSON LAW GROUP

By _____
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for LYNITA SUE NELSON

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Docket 66772 Document 2015-36428

MEMORANDUM OF POINTS AND AUTHORITIES

I. CASE HISTORY

On June 3, 2013, this Court issued its Decree of Divorce ("Decree"), which contained extensive and detailed findings and Court Orders. The Decree adjudicated the parties' respective rights in all of the property at issue in this action, save and except for the parties' respective interests in Dynasty Development Management, LLC, and the real property and race track located at 10180 State Highway 89 North, Uinta County, Wyoming 82930 (collectively "Wyoming Downs"), which was adjudicated by this Court in its Order Determining Disposition of Dynasty Development Management, Inc. aka Wyoming Downs entered on September 18, 2014.

The Decree awarded to Lynita the assets already held in the LSN Nevada Trust, 100% of the Lindell Property ("Lindell Property"), the Banone LLC Nevada rental properties ("Banone Properties"), the JB Ramos Note receivable ("JB Ramos Note"), 1/3 of the Russell Road investment ("Russell Road Investment"), and certain parcels of Mississippi property ("Mississippi Property"). The Decree further awarded Lynita a discounted "lump sum spousal support award in the amount of $800,000, and ordered that "the ELN Trust shall use the distribution of the $1,568,000, herein awarded to the ELN Trust, to pay off the lump sum spousal support awarded to Mrs. Nelson in the amount of $800,000." Said payment was to be remitted within 30 days of the date of [the] Decree."

Following entry the Decree, Eric, through the ELN Trust, chose to challenge the Decree by filing two Applications for Writ of Prohibition ("Writs") with the Nevada Supreme Court. In addition to the Writs, Eric, and the ELN Trust, sought a temporary stay of those portions of the Decree which required the transfer of property and assets to Lynita, pending a decision on the Writs.

On July 22, 2013, this Court confirmed its property division in the Decree and again ordered the transfer of the Mississippi Property, Lindell Property, and the Banone Properties to Lynita, absent entry of a stay by the Nevada Supreme Court.

On July 30, 2013, the Nevada Supreme Court granted the ELN Trust's request for a temporary stay of the property transfers set forth in the Decree.

On September 4, 2013, this Court, entered an Order enjoining Eric and the ELN Trust from disposing of any of the property awarded to Lynita by the Decree. This injunctive relief was required to protect such assets during the Supreme Court's temporary stay of the property transfers set forth in the Decree, and was intended to protect Lynita's interest in the assets awarded to her by the Decree. The Court's Order provided as follows:

> IT IS FURTHER ORDERED that the ELN Trust is enjoined from, and shall not, encumber, sell, dispose of, liquidate, pledge as security, or make any other disposition of the following assets awarded to Lynita, in whole or in part, in the Court's Decree of Divorce until further Order of the Court:
>
> (1) the promissory notes on the property located at 5220 E. Russell Road, Las Vegas, Nevada 89122 (commonly referred to during these proceedings as the "Russell Road Property");
>
> (2) the JB Ramos Trust Note;
>
> (3) the Grotta 16.67% interest;
>
> (4) the Emerald Bay Mississippi property;
>
> (5) all Mississippi Properties awarded to Lynita in the Decree of Divorce, including, but not necessarily limited to, the properties described in **Exhibit 1**, attached hereto;
>
> (6) the "Lindell Property" located at 3611 S. Lindell Road, Las Vegas, Nevada 89103;
>
> (7) Banone, LLC, and the rental properties owned by Banone, LLC and awarded to Lynita in the Decree of Divorce; and
>
> (8) any and all other property held by the ELN Trust not specifically referenced above which was awarded to Lynita in the Decree of Divorce.
>
> If the ELN Trust has "leveraged" any of the aforementioned properties since the entry of the Decree of Divorce as stated by its Investment Trustee, Eric, in Open Court, it is ORDERED to immediately take steps to remove or undo any such "leveraging" or encumbrances, and to ensure that title to said properties is clean and clear.

. . .

. . .

On May 23, 2014, the Nevada Supreme Court entered Orders Denying Petitions for Writs of Prohibition, denying both Writs filed by the ELN Trust. These Orders further vacated all temporary stays of the Decree.

On June 4, 2014, this Court again ordered the transfer of the Lindell Property and Banone Properties to the LSN Nevada Trust. The Order from the June 4, 2014 hearing was entered by this Court on September 19, 2014, and states (in pertinent part) as follows:

> THE COURT FURTHER FINDS that although it could be argued that the Orders entered by the Nevada Supreme Court permit the Court to distribute all properties in accordance with the Decree of Divorce ("Decree") entered June 3, 2013, the Court is not inclined to dissolve or modify the injunctions previously issued by the Court at this time, except as otherwise specifically set forth below.
>
> . . .
>
> THE COURT FURTHER FINDS that the LSN Trust is entitled to any income it should have received from the properties awarded to the LSN Trust in the Decree from the date of divorce to present date. Lynita and the LSN Trust are not waiving any claim to prejudgment or postjudgment interest they may have on any sums they are entitled to under the Decree.
>
> THE COURT FURTHER FINDS that it is not inclined to stay these proceedings as this matter has been pending since 2009. Lynita should receive the income from the properties awarded to her or the LSN Trust at this time, and the Banone and Lindell properties shall be transferred to the LSN Trust at this time so she can manage same and receive the rental payments from same. Eric has had control of such properties for the past year while the petitions for writ of prohibition were pending before the Nevada Supreme Court. Although the Banone and Lindell properties are being transferred to the LSN Trust, the properties should be enjoined from being sold, encumbered, or used as collateral without an Order of the Court to allow for the preservation of same pending any appeal of this matter.
>
> . . .
>
> IT IS HEREBY ORDERED that the ELN Trust shall transfer, and execute any necessary deeds to transfer, the Lindell and Banone, LLC properties to the LSN Trust by no later than 5:00 p.m. on June 12, 2014. The LSN Trust shall be permitted to manage the Lindell and Banone, LLC properties, and shall receive all rents received therefrom, but shall not sell, collateralize, or encumber such properties without an order of this Court. After such transfers the LSN Trust shall provide quarterly accountings to Eric and the ELN Trust regarding such properties.
>
> IT IS FURTHER ORDERED that all parties are enjoined from selling, collateralizing, or encumbering their interest in the Brian Head cabin absent further order of this Court.

IT IS FURTHER ORDERED that the $324,000 being released to Lynita from the $1,068,000 in the blocked account at Bank of Nevada, will be secured by the LSN Trust's interests in the properties enjoined herein.

. . .

IT IS FURTHER ORDERED that Lynita is entitled to the income from the properties awarded to the LSN Trust in the Decree from the date of the Decree to present date. To determine the amount the LSN Trust is entitled to, Eric and the ELN Trust shall provide an accounting of the income and payments received from the Lindell property, Banone, LLC properties, JB Ramos Note, and Russell Road from the date of divorce to present date by no later than September 2, 2014 (90 days from the date of this hearing). Going forward, Eric shall provide monthly accountings for any income/payments received from properties awarded to the LSN Trust until such time as such properties are transferred to Lynita or the LSN Trust.

IT IS FURTHER ORDERED that once Eric and the ELN Trust provide the accountings ordered herein the parties can address with the Court any issues related to same, and the payment, and security of payment, of any amounts that may be owed to Lynita and the LSN Trust.

Since July 1, 2014, Lynita has been managing and collecting the income associated with the Banone Properties and the Lindell Property.

On September 4, 2014, Lynita received (from Eric) an accounting of the Lindell Property, Banone Properties, JB Ramos Note, and Russell Road Investment. The September 4, 2014 accounting reveals that Eric continues to engage in his desire to play games with this Court's Orders. Rather than pay to Lynita was is rightfully hers, Eric has offset the amounts due to Lynita with his creative, but inaccurate claims that Lynita owes him certain sums. There has been no Order entered at any time in this proceeding which authorizes Eric and/or the ELN Trust to offset what Eric believes is owed to him from Lynita against the income generated by the Lindell Property, or any other asset which was awarded to Lynita by the Decree, which should be generating income for Lynita. Eric's efforts to keep Lynita from the benefits of the Decree should not be tolerated and if Eric and the ELN Trust will not willingly comply with the Decree this Court must Order that Eric and the ELN Trust do so.

This Court's repeated findings from various hearings make clear that it is this Court's intent for the property division set forth in the Decree to occur. Yet, Eric and the ELN Trust continue to take positions in this litigation which are unreasonable and

which serve to continue to delay Lynita's ability to receive that which is due to her under the terms of the Decree. Specifically, the ELN Trust's latest position is that the June 4, 2014 Order containing this Court's injunction prohibits its compliance with the terms of the June 3, 2013 Decree of Divorce.

> In support of your request that the ELN Trust execute the Quitclaim Deeds for certain Mississippi property you rely upon an Order from the July 22, 2013, hearing. However, you ignore the fact that the July 22, 2013, Order has been superseded by Judge Sullivan's Order from June 4, 2014, hearing which makes it clear that he was not inclined to dissolve or modify the injunctions previously issued except as specifically set forth in the June 4, 2014, Order. Since the properties referenced in the Quitclaim Deeds were not specifically addressed in the June 4, 2014, Order, the injunctions over such properties remain in place. Consequently, your request violates the June 4, 2014, Order.
>
> We believe the same rationale applies to your September 8 correspondence wherein you demand payments stemming from the Farmouth Circle and Roseridge Avenue properties. The June 4, 2014, Order makes it clear that the LSN Trust is entitled to the income going forward; however, it appears that all past income payments are enjoined at this time. Further, you seem to forget that the ELN Trust has already made a lump sum payment in the amount of $240,000 to Lynita and/or the LSN Trust in June 2014, which constituted the alimony and rental income from June 2013 through June 2014. Consequently, your demand for an additional $8,816.55 is inappropriate as it essentially seeks to double dip the Court's award. We also believe that the payment of the proceeds from the sale of the Roseridge property is also enjoined.
>
> Notwithstanding the forgoing the ELN Trust is agreeable to execute transfer documents for the Promissory Note and Deed of Trust for Farmouth Circle once received from your office; however, it does not agree to make any additional payments to you for the Farmouth Circle or Roseridge Avenue property pending further order of the Court.

Lynita and her counsel have attempted to resolve the issues outlined in this Motion through correspondence with Ms. Forsberg and Mr. Luszeck. Ms. Forsberg has never responded to any communication on Eric's behalf. Mr. Luszeck's response makes clear that the position of the ELN Trust is to continue to avoid transfers to Lynita of her Court Ordered property due under the terms of the June 3, 2013 Decree of Divorce at all costs. In fact, their position that Lynita should not receive the income generated by her assets because the ELN Trust made a lump sum payment in the amount of $240,000 to Lynita and/or the LSN Trust in June 2014 is offensive, in light of the reality that Lynita should have received and should be benefitting from all income attributable to

her assets since June 3, 2014 ***plus*** an $800,000 lump sum alimony payment that should have been paid to her 30 days after the entry of the Decree (July 3, 2013)!

As a result of Eric's lack of response and the position which has been expressed by the ELN Trust, Lynita has been required to seek this Court's assistance to finally obtain that which is due to her under the terms of the June 3, 2013 Decree. It is not equitable or appropriate that Eric has received the full benefit of the Decree while Lynita continues to have to scratch and claw to get what is due to her.

II. LEGAL ARGUMENT

A. The Court Should Enter Any Necessary Order(s) To Enforce The Property Division Set Forth In The Decree Of Divorce, And To Prevent Eric From Benefitting From His Own Improper Actions

Nevada Revised Statutes, Section 125.240 (2014), provides:

> NRS 125.240 Enforcement of judgment and orders: Remedies. **The final judgment and any order made before or after judgment may be enforced by the court by such order as it deems necessary.** A receiver may be appointed, security may be required, execution may issue, real or personal property of either spouse may be sold as under execution in other cases, and disobedience of any order may be punished as a contempt.

(Emphasis added)

Furthermore, it is well settled that the Court has inherent authority to protect the dignity and decency of its proceedings, and to enforce its decrees. See, e.g., Halverson v. Hardcastle, 123 Nev. 29, 163 P.3d 428, 440 (2007).

This Court entered its lengthy Decree of Divorce on June 3, 2013. Though more than a year has passed since the entry of the Decree, the position taken by Eric and the ELN Trust is that Lynita still should not receive the assets and income due to her under the terms of the Decree. The ELN Trust makes clear in its September 19, 2014 letter that its belief is that this Court has enjoined all property transfers (and the resulting income which may flow from the transferred property) stated in the June 3, 2013 Decree of Divorce, "except as specifically set forth in the June 4, 2014 Order." This argument is untenable as the sole reason for the June 4, 2014 injunction entered against the Eric and the ELN Trust's transfer of property was to protect Lynita's property interests. This

Court is now requested to issue clear Orders ensuring the property division in the June 3, 2013 occurs without further delay.

1. The September 4, 2014 Accounting/Banone Properties Issues

On September 4, 2014 Eric emailed, directly to Lynita, the accounting attached to this Motion as **EXHIBIT A**.

a. Concord Village Security Deposit – The September 4, 2014 Accounting confirms that the property located at 4601 Concord Village Drive, Las Vegas, Nevada ("Concord Village") is presently vacant and no security deposit is being held for that property. Lynita has been informed by Lance Liu (Eric's nephew and purported manager of the Banone Properties) that the tenant moved out on the "1st/2nd of July" of 2014. Mr. Liu confirmed that "no one did a move out walk through" for the property and that "usually I am suppose to go through the house after they move to assess any damages and the office and I would determine how much of the deposit they would get back". **EXHIBIT B.** Upon information and belief, the vacating tenant received their entire $500 security deposit back from Eric (or one of his employees), despite the Concord Village property being in need of significant repair and despite the fact that Eric did not have any authority to do so. Photographs of the disastrous condition of the Concord Village property at the time Lynita took possession of the same in late July 2014 are attached as **EXHIBIT C.**

Lynita has incurred $14,679.01 in expenses to repair the Concord Village property. **EXHIBIT D.** As the condition of the Concord Village property did not warrant return of the $500 security deposit, yet Eric chose to permit return of the security deposit anyway, Lynita respectfully requests that this Court order Eric, and the ELN Trust, to pay to Lynita $500, with a date certain for delivery of this payment.

b. JB Ramos Note – The September 4, 2014 accounting indicates that the JB Ramos Note receivable which was secured by the property located at 436 Europa Way has been "*paid in full*". Yet, Eric provides no accounting of the monthly payments received under this Note between June 3, 2013 and September 4, 2014 or any

documentation of when or how the $78,000 principal balance due under this Note was allegedly satisfied. Lynita was awarded the JB Ramos Note with a value of $78,000 by the Decree.

As Lynita would not receive an equal division of property without receiving the $78,000 value of the JB Ramos Note (plus all accrued interest) Lynita requests this Court order Eric, and the ELN Trust, to pay to Lynita the sum of $78,000 (plus statutory judgment interest from June 3, 2013) as compensation for the JB Ramos Note, with a due date certain for this required payment.

c. 2209 Farmouth Circle Note/5704 Roseridge Avenue Payment – On July 22, 2013 this Court heard Lynita's Motion to Alter and Amend the June 3, 2013 Decree of Divorce. Amongst the requests made to the Court at that hearing, Lynita requested that this Court address the Banone Properties located at 2209 Farmouth Circle (which was sold by Eric for $88,166 to Wendell and Lauretta McGowan, the parents of Rochelle McGowan, one of Eric's employees) and 5704 Roseridge Avenue (which was sold by Eric for $63,000 on or about January 23, 2012 to Keith Little, one of Eric's employees), during the pendency of this case, but which were not removed from Eric's list of Banone, LLC properties which was provided to Larry Bertsch, resulting in these propertied being included in Mr. Bertsch's $1,184,236 value for Banone, LLC.

To ensure the $1,184,236 in Banone Properties awarded to Lynita was not an illusory award, Lynita requested this Court award Lynita an additional $151,166 in cash or other assets. In response to Lynita's request, this Court ordered the following:

> THE COURT FURTHER FINDS that having listened to the arguments of counsel concerning the sale of two (2) Banone, LLC properties, which was completed by Banone, LLC through Eric Nelson, Manager, during the course of the divorce proceedings, including the ELN Trust's proposal that Lynita receive, and Banone, LLC transfer, the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle to the LSN Trust to resolve the issue concerning said property as set forth in Lynita's Motion, and Eric's representation that the $88,166 Promissory Note and associated Deed of Trust is a performing note with monthly interest only payments required to be made by the borrower at 8% interest and the full balance of the Note due in December 2015, the Court will require the transfer of the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle to the LSN Trust. Additionally, the

Court will require a one (1) time cash payment of $63,000 from Eric Nelson to Lynita as compensation for the sale of the Banone, LLC property located at 5704 Roseridge Avenue on or before 5:00 p.m. on July 31, 2013 absent the entry of a stay of this transfer by the Nevada Supreme Court.

IT IS FURTHER ORDERED that, there being no objection, Eric Nelson, as Investment Trustee of the ELN Trust, shall transfer the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle to the LSN Trust. Eric Nelson and the ELN Trust shall also pay to Lynita and the LSN Trust the June and July payments towards the promissory note, and any future payments received towards same before such note is transferred to Lynita and the LSN Trust.

IT IS FURTHER ORDERED that Eric Nelson shall pay to Lynita as compensation for the sale of the Banone, LLC property located at 5704 Roseridge Avenue, the sum of $63,000 on or before 5:00 p.m. on July 31, 2013 absent the entry of a stay by the Nevada Supreme Court.

The Order from the July 22, 2013 hearing was entered on September 18, 2014. Neither the ELN Trust nor Eric have ever requested or obtained a stay of this Order. Yet, to date, Lynita has not received either the $63,000 payment ordered to compensate her for Eric's sale of the Roseridge Avenue property, nor the $8,816.55 in payments received by Eric under the terms of the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle from June 3, 2013 through September 30, 2014.

On September 8, 2014, Lynita's counsel sent a letter to Ms. Forsberg and Mr. Luszeck regarding these issues. Ms. Forsberg did not respond in any manner to this correspondence. On September 19, 2014, Mr. Luszeck responded, indicating:

> We believe the same rationale applies to your September 8 correspondence wherein you demand payments stemming from the Farmouth Circle and Roseridge Avenue properties. The June 4, 2014, Order makes it clear that the LSN Trust is entitled to the income going forward; however, it appears that all past income payments are enjoined at this time. Further, you seem to forget that the ELN Trust has already made a lump sum payment in the amount of $240,000 to Lynita and/or the LSN Trust in June 2014, which constituted the alimony and rental income from June 2013 through June 2014. Consequently, your demand for an additional $8,816.55 is inappropriate as it essentially seeks to double dip the Court's award. We also believe that the payment of the proceeds from the sale of the Roseridge property is also enjoined.
>
> Notwithstanding the forgoing the ELN Trust is agreeable to execute transfer documents for the Promissory Note and Deed of Trust for Farmouth Circle once received from your office; however, it does not agree

> to make any additional payments to you for the Farmouth Circle or Roseridge Avenue property pending further order of the Court.

To date, neither Lynita nor her counsel have ever been provided with a copy of Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle. To allow Lynita's counsel to prepare the transfer documents associated with the Farmouth Circle Note, Lynita requests this Court order Eric, and the ELN Trust, to provide Lynita with a copy of the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle within 48 hours of the hearing of this Motion.

Lynita further requests this Court Order Eric, and the ELN Trust, to pay to Lynita the $8,816.55 collected by Banone, LLC under the Farmouth Circle Note as indicated by the September 4, 2014 Accounting, with a date certain for this payment. Lynita has received payment directly from Wendell and Lauretta McGowan in the amount of $587.77 per month for the monthly payments due under the terms of the Note for the months of October, November, and December 2014.

Lynita further requests this Court Order Eric, and the ELN Trust, to pay to Lynita the $63,000 Court Ordered payment to compensate her for Eric's sale of the Roseridge Avenue property (plus statutory interest from June 3, 2013), with a date certain for this payment.

The ELN Trust's argument that Lynita is not entitled to receive the payments due to her under the Farmouth Circle Note and for Eric's sale of the Roseridge Avenue property because they made a $240,000 alimony payment to her in June 2014 must be disregarded. Lynita was awarded $800,000 in lump sum alimony by the Decree, to be paid within 30 days (by July 3, 2013). Not only has Lynita not received this lump sum alimony payment and is being damaged by her inability to invest and gain income from this sum, but now the ELN Trust seeks to reduce Lynita's award under the terms of the Decree by lumping her property interests in with her alimony. Lynita is due all income generated by the property awarded to her by the Decree ***plus*** the full lump sum alimony award (and statutory judgment interest thereon).

d. $65,000 Management Fee Deduction – The September 4, 2014 accounting includes Eric's deduction of $65,000 in Management Fees ($5,000 per month) from the gross profits received by Eric from the Banone Properties between June 1, 2013 and June 30, 2014. This Management Fee must be disregarded as an invalid deduction. Eric cannot be permitted to benefit from his own bad acts. Had Eric complied with this Court's Decree and transferred the Banone Properties to Lynita in June 2013, there would have been zero need for anyone other than Lynita to manage these properties. That Eric, through the ELN Trust, chose to further litigate and directed the filing of Writs with the Nevada Supreme Court should not be a basis for Eric to receive the benfit of $65,000 in self-declared management fees.

Lynita requests that this Court find and Order that Eric's deduction of $65,000 in "Management Fees" from the Gross Profits received by Banone, LLC is an invalid deduction, and Order the same be deleted from the September 4, 2014 Accounting.

e. $19,649.83 Administrative Wage Expense Deduction – The September 4, 2014 accounting includes Eric's deduction of $19,649.83 in Administrative Wage Expense Deductions (50% of total Gross Wages reflected on Eric's business General Ledger) from the Gross Profits received by Eric and the ELN Trust from the Banone Properties between June 1, 2013 and June 30, 2014. To understand the egregious nature of Eric's gamesmanship by his inclusion of these wage expense deductions requires a quick look-back at Eric's prior accounting, submitted in relation to the Lindell Property. The Lindell Property accountings include a deduction of 25% of the total Gross Wages reflected on Eric's business General Ledger from the Gross Profits of the Lindell Property. Thus, unless this Court disregards the current 50% deduction, 75% of Eric's total employee wages will be paid by Lynita with income which is attributable to her assets. This result is simply not equitable under any circumstance.

Eric's General Ledger appears to confirm two salaries being paid at a varying monthly rate. The 50% figure assigned as a deduction by Eric for his employee wages is an arbitrary figure decided by Eric. As is the case with the self-created $65,000

management fee discussed above, Eric cannot be permitted to benefit from his own bad acts. Eric's decision to continue litigating rather than transfer the Banone Properties in June 2013. Any employee expense which Eric incurred between June 2013 and the present is of his own making and should be borne 100% by Eric and the ELN Trust.

Lynita requests that this Court find and Order that Eric's deduction of $19,649.83 in Administrative Wage Expenses from the Gross Profits received by Banone, LLC is an invalid deduction and Order the same be deleted from the September 4, 2014 Accounting.[8]

f. $28,575 Maintenance Wage Expense Deduction – The September 4, 2014 accounting includes Eric's deduction of $28,575 in Maintenance Wage Expense Deductions attributable to payments made to Lance Liu[9] (75% of total Gross Wages reflected on Eric's business General Ledger) from the Gross Profits received by Eric from the Banone Properties between June 1, 2013 and June 30, 2014. Even more egregious than what Eric attempted to do with his administrative expense deduction, a review of Eric's prior accountings for the Lindell Property confirms he has deducted 25% of the total Gross Wages reflected on Eric's business General Ledger for payments to Lance Liu from the Lindell Property income. Thus, unless this Court disregards the current deduction, 100% of Eric's employee wages will be paid by Lynita with income which is attributable to her assets. This result is simply not equitable under any circumstance.

The 75% figure assigned as a deduction by Eric for his employee wages is an arbitrary figure decided by Eric. As is the case with the self-created $65,000 management fee discussed above, Eric cannot be permitted to benefit from his own bad acts and decision to litigate rather than transfer the Banone Properties in June 2013.

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8 While Lynita does not believe that she should be responsible to pay any of Eric's employee expenses, if this Court deems some amount of administrative wage expense to be appropriate, Lynita seeks for this to be reduced to a maximum of 25% of the amount reflected on the General Ledger, or reduced to a total of $9,824.91, and a more proper deduction from the Gross Profit received from the Banone Properties.

9 Mr. Liu is Eric's nephew.

Any employee expense which Eric incurred between June 2013 and the present is of his own making and should be borne 100% by Eric's property.

Lynita did not agree to pay any amount of Mr. Liu's employee wages for the last year. In fact, having now had discussions with Mr. Liu and the Banone Properties tenants, Lynita does not believe Mr. Liu worked anywhere near enough to support the $3,000 per month wage he was paid. Mr. Liu admitted in discussion with Lynita that his agreement with Eric was that he would only have to work one (1) day a week on the Banone Properties as Mr. Liu maintained his own pool service business. The maintenance ledgers provided with Eric's accountings show that the majority of the repairs made to the Banone Properties were completed by outside vendors. Lynita has now realized, from her management of the Banone Properties, that numerous maintenance and repair issues for the Banone Properties were left unresolved by Mr. Liu. The work actually performed by Mr. Liu was minimal and did not justify a $3,000 per month wage. Lynita requests that this Court find and Order that Eric's deduction of $28,575 in Maintenance Wage Expenses from the Gross Profits received by Banone, LLC is an invalid deduction and Order the same be deleted from the September 4, 2014 Accounting.[10]

g. Payment of Banone Net Profits – The September 4, 2014 accounting confirms the Gross Profit attributable to the Banone Properties (excluding security deposits and Farmouth Circle Note income) between June 1, 2013 and June 30, 2014 is $132,479. The accounting further confirms that Eric and ELN Trust incurred $35,487.20 in actual expenses attributable to the maintenance and upkeep of the Banone Properties and payment of insurance for the same. Reducing the Gross Profit by these actual expenses, the Banone Properties generated a Net Profit of $96,991.80[11]

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10 While Lynita does not believe that she should be responsible to pay any of Eric's employee expenses, if this Court deems some amount of maintenance wage expense to be appropriate, Lynita seeks for this to be reduced to a maximum of 25% of the amount reflected on the General Ledger, or reduced to a total of $9,525.

11 Should this Court determine that some portion of the Administrative Wage Expense or Maintenance Wage Expense addressed herein be deducted from the Gross Profits of the Banone Properties this Net Profit should be reduced by the Court accordingly.

from June 1, 2013 through June 30, 2014. This Net Profit, plus statutory judgment interest thereon from June 3, 2013, should be paid to Lynita immediately as she would have received the ongoing benefit of this income if not for Eric's decision to delay transfer of the Banone Properties for more than a year.

Lynita requests that this Court order Eric, and the ELN Trust, to pay to Lynita the sum of $96,991.80, plus statutory judgment interest from June 3, 2013 until the same is paid in full, and setting a due date certain for such payment. **EXHIBIT E.**

h. Lease for 1301 Heather Ridge Lane – Despite this Court's Decree which Ordered the transfer of ownership of the Banone Properties to the LSN Nevada Trust in June 3, 2013, nearly a year later, on April 1, 2014, Eric entered into a three (3) year Lease Agreement for the property located at 1301 Heather Ridge Lane with his nephew, Lance Liu. **EXHIBIT F.** At the time Eric entered into this lease with his nephew he knew the Heather Ridge Property was the Court Ordered property of Lynita. As a result of Eric's decision Lynita is now saddled with a tenant occupied property for the duration of this multi-year lease. If saddling Lynita with a multi-year lease for the Heather Ridge Property was not bad enough, this lease calls for a monthly rental payment of $700, far below market rent for comparable homes in the area. As confirmed by a quick GLVAR search, rent for four (4) similar properties varies between $1,395 and $1,600 per month. **EXHIBIT G.**

As Eric, and the ELN Trust, unilaterally decided to enter into a three (3) year lease with his nephew for less than market rent, Eric should be held responsible for his generosity to his nephew, which comes at Lynita's expense. Lynita respectfully requests this Court order Eric, and the ELN Trust, to pay to Lynita the sum of $800 per month (the difference between the $700 month rental income and $1,500 average market rent) for the duration of the remaining lease term, with a due date certain for each and every such monthly payment.

i. Occupancy of 1608 Rusty Ridge Lane – Despite this Court's Decree which ordered the transfer of ownership of the Banone Properties to the LSN Nevada

Trust, Eric, without any authority to do so, allowed his niece Chelsea Ramirez to occupy the property located at 1608 Rusty Ridge Lane (the "Rusty Ridge Property") for a three (3) month period of time between June 2013 and August 2013, without the payment of rent. Ms. Ramirez's occupancy of the Rusty Ridge Property delayed the rental of this property during the term of her tenancy. The Rusty Ridge Property was rented September 1, 2013 for $900 per month.

As Eric unilaterally decided to allow his niece to occupy the Rusty Ridge Property for three months without the payment of rent when the property was Lynita's, he should be held responsible for the payment of the rental income this property should have generated during his niece's tenancy. The Rusty Ridge Property is presently rented for $900 per month; three months occupancy totals $2,700 in rent.

Lynita respectfully requests this Court order Eric, and the ELN Trust, to pay to Lynita the sum of $2,700 to compensate her for Eric's decision to allow his niece to occupy the Rusty Ridge Property without the payment of rent, with a due date certain for this payment.

2. The Lindell Property Accounting Issues

a. Deduction of Carli/Garett Health Insurance Premium – On August 9, 2013, Eric provided Lynita with his Court Ordered accounting for the Lindell Professional Plaza ("Lindell Property") for the time period January 1, 2010 through July 31, 2013. Beginning August 2013 and continuing through June 2014 (excluding January 2014 for which no accounting was received) Eric has provided periodic accountings for the Lindell Property. On September 4, 2014, Eric submitted his Court Ordered accounting in which he reflects a $2,628.03 deduction for "Carli/Garett Health Insurance Premiums" for the period of time July through September 2014. No accounting of the Lindell income for the period of time July through September 2014 was included as Lynita has been collecting the Lindell Property income since July 1, 2014.

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As set forth in Lynita's response to Eric's Lindell Property accounting which was filed with this Court on October 15, 2013, Eric's deduction of any amount for "Carli/Garett Health Insurance Premiums" is an invalid deduction which the Court should order be deleted from all accountings. During the pendency of the divorce Eric was required to abide by the Joint Preliminary Injunction and maintain the status quo, which included the family medical insurance. The information presented at trial by the Court's expert, Larry Bertsch, confirmed that the family medical insurance premiums were being paid by Dynasty Development Group, not the Lindell Property. It was only when this Court required Eric to account for the income of the Lindell Property that Eric chose to shift the insurance burden away from one company and place it upon an asset which had been awarded to Lynita. The June 3, 2013 Decree of Divorce clearly states at page 49, lines 16-17 that "**IT IS FURTHER ORDERED that Mr. Nelson shall maintain medical insurance coverage for Carli.**" It cannot be any clearer that Eric alone is obligated for the expense of Carli's medical insurance, inclusive of the payment of all premiums associated therewith. Garett is no longer a minor child, therefore, neither party has a legal obligation to maintain health insurance for Garett.

As there is no valid reason why the net profit of the Lindell Property should be reduced in any amount for "Carli/Garett Health Insurance Premiums" this Court should Order that the deduction of any amount for "Carli/Garett Health Insurance Premiums" is an invalid deduction which must be removed from all accountings.

b. <u>Deduction of Lynita Insurance Premium (January 2010 through June 2013)</u> – Eric has made additional deductions from the net income of the Lindell Property for "Health/Dental Insurance Lynita Portion". As with the children's insurance, these deductions began in January 2010 and continue through present day. During the pendency of the divorce, Eric was required to abide by the Joint Preliminary Injunction and maintain the status quo, which included the family medical insurance. The information presented at trial by the Court's expert, Larry Bertsch, confirmed that the family medical insurance premiums were being paid by Dynasty Development Group

not the Lindell Property. It was only when this Court required Eric to account for the income of the Lindell Property that Eric chose to shift the insurance burden away from one company and place it upon an asset which had been awarded to Lynita. Lynita accepts that post-divorce she is responsible for the payment of her insurance premiums. Lynita is not contesting the deduction for "Health/Dental Insurance Lynita Portion" as of July 2013.

Eric has never provided Lynita or her counsel with documentation of the $876.01 per month insurance premium which Eric alleges is attributable to Lynita. Lynita therefore cannot confirm if this premium is attributable solely to her insurance coverage or is a higher premium associated with provision of insurance for other dependents. Lynita will agree to be responsible for the actual health insurance premiums attributable to her continued health insurance, starting July 2013, and continuing through present date. So that a final determination of Lynita's insurance costs can be completed, Lynita respectfully requests that this Court Order Eric, and the ELN Trust, to provide this documentation of the insurance coverage and premium to Lynita's counsel within 48 hours of the hearing on this Motion.

As represented on his accountings, Eric deducted a total of $5,792.19 for 2010, $7,423.64 for 2011, $8,747.24 for 2012, and $5,256.06 for January through June 2013 for "Health/Dental Insurance Lynita Portion" from the Lindell Property net income. These amounts have been removed from Lynita's analysis of the money remaining due to her from Eric and the ELN Trust which is attributable to the Lindell Property from January 1, 2010 through October 30, 2014.

Lynita requests that this Court Order that the deduction of any amount for "Health/Dental Insurance Lynita Portion" prior to July 1, 2013 is an invalid deduction which must be removed from all accountings, as has been done on Lynita's accounting.

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c. Payment of Actual Net Income Attributable to Lindell Property –

At all times during this divorce action Lynita has held an interest in the Lindell Property. From March 28, 2007 until June 3, 2013, this interest was a 50% interest. Following the issuance of the June 3, 2013 Decree of Divorce, Lynita's interest was increased to a 100% interest. This Court has consistently recognized Lynita's ongoing interest in the Lindell Property and her right to receive the income generated from this asset.

On August 6, 2013, Lynita received payment in the amount of $2,868.37 (based upon Eric's accounting of 50% of the net income for the Lindell Property for the period of time January 1, 2013 through July 31, 2013). On August 12, 2013, Lynita received an additional payment in the amount of $700 (based upon Eric's revised accounting of 50% of the net income for the Lindell Property for the period of time January 1, 2013 through July 31, 2013). On August 30, 2013, Lynita received payment in the amount of $32,728.97 (based upon Eric's accounting of 50% of the net income for the Lindell Property for the period of time January 1, 2010 through December 12, 2012). **EXHIBIT H.**

This Court's Orders required Eric, and the ELN Trust, to account for and "pay to Lynita and/or the LSN Trust one-half (1/2) of the net income collected by the Lindell Property on an ongoing monthly basis, such monthly payments occurring on or before the first (1st) of each month, beginning October 1, 2013 (which shall be payment of the August 2013 net income)."[12] and further provided that "Lynita is entitled to the income from the properties awarded to the LSN Trust in the Decree from the date of the Decree to present date." [13] None the less, Lynita did not receive any payments attributable to the Lindell Property between August 2013 and when she began to collect the income from the Lindell Property tenants in July 2014. This is due to Eric's continued desire

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12 Order from September 4, 2013 Hearing entered September 25, 2013.

13 Order from June 4, 2014 Hearing entered September 18, 2014.

to play games with this Court's orders. Rather than pay to Lynita what is rightfully hers, Eric, and the ELN Trust, has offset the amounts due to Lynita with Eric's creative, but inaccurate, claims that Lynita owes him more than the profits generated by the Lindell Property.

Lynita raised the issue of Eric's improper deductions with this Court in her August 30, 2013 and October 15, 2013 responses to Eric's accountings, and at the hearings conducted September 4, 2013 and October 21, 2013. These deductions included the "Carli/Garett Health Insurance Premiums" and "Health/Dental Insurance Lynita Portion" addressed above, along with Payment of Rent For Suite 201 (addressed later in this Motion). This Court took the accounting issue under advisement stating that it would render a separate Order regarding the accounting issues. To date, no decision has ever been rendered on this issue.

Attached as **EXHIBIT I** is Lynita's analysis of the money remaining due to her which is attributable to the Lindell Property from January 1, 2010 through October 30, 2014. This accounting divides the net income attributable to the Lindell Property without any deduction for "Carli/Garett Health Insurance Premiums" and "Health/Dental Insurance Lynita Portion" prior to July 2013. This accounting further includes a deduction for the monthly health insurance premiums paid on Lynita's behalf from July 2013 through October 30, 2014. Based upon Lynita's accounting, Eric owes Lynita $41,843.89[14] in net income attributable to the Lindell Property from January 1, 2010 through October 30, 2014 (before consideration of interest). No accounting has been conducted for the period of time between May 6, 2009 (filing of Complaint) and January 1, 2010.

Lynita requests that this Court order Eric, and the ELN Trust, to pay to Lynita the sum of $41,843.89 (plus statutory judgment interest from January 1, 2010), with a due date certain for this payment. Additionally, Eric, and the ELN Trust, should be

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14 This figure will need to be increased by 100% of the net income attributable to the Lindell Property in January 2014 for which no accounting has ever been provided.

required to account for the income attributable to the Lindell Property from May 6, 2009 through December 31, 2009, and be further ordered to pay to Lynita the net income generated by the Lindell Property (plus statutory judgment interest from May 6, 2009), with a due date certain for this payment.

d. Attempted Deduction of Garett School Tuition – The September 4, 2014 Accounting includes reference to a matter reflected as "Still Pending Garett School Tuition". As this Court will recall, Garett Nelson is the parties' adult son, now age 20. Garett attends the University of Pennsylvania. There is no reference in the June 3, 2013 Decree of Divorce as to any financial obligations associated with Garett as Garett was no longer a minor child by the time of the parties' June 3, 2013 divorce. The Court cannot Order either Eric or Lynita to pay for their son's college education or to share in the cost of their son's college education. Lynita, therefore, respectfully requests this Court issue an Order finding that neither Eric nor Lynita has any Court Ordered financial obligations associated with Garett, and that any future attempt by Eric, or the ELN Trust, to deduct or offset any amount due by Eric, or the ELN Trust, to Lynita which is associated with a financial expense incurred for Garett would be deemed an improper deduction.

e. Ruling on August 2013 Request for the Imputation of Rent and Resulting Payments Due – For the duration of this divorce action, Lynita has owned 50% of the Lindell Property. This Court awarded 100% of the Lindell Property to Lynita as of June 3, 2013. Eric has continuously occupied the entirety of the second floor of, and has been conducting business operations from, the Lindell Property. He has done so without the payment of one cent in rent.

Lynita raised the issue of Eric's failure to pay rent for his occupancy of the Lindell Property during trial, in her August 30, 2013 and October 15, 2013 responses to Eric's accountings, and most recently with this Court during the hearings associated with Eric's Lindell Property accountings. Lynita has always maintained the position that rent needs to be imputed by this Court for Eric's occupancy of the building, prior to the division

of the Lindell Property net income. This Court took this accounting issue under advisement stating that it would render a separate Order. To date, no decision has ever been rendered on this issue.

During the divorce this Court directed Larry Bertsch to obtain an appraisal of the Lindell Property. Mr. Bertsch filed an appraisal for the Lindell Property on September 14, 2011. This appraisal established fair market rent for Eric's occupancy of the entire 3,200 square foot second floor of the Lindell Building at $1.00 per square foot, or $3,200 per month, which is the amount which should be imputed and charged for Eric's occupancy of the Lindell Property.

Lynita respectfully requests this Court find that equity requires the imputation of rental income for Eric's, and the ELN Trust's, occupancy of the Lindell Property during these proceedings and the establishment of $1.00 per square foot, or $3,200 per month as fair market rent for Eric's, and the ELN Trust's, occupancy of the Lindell Property. This Court should Order Eric, and the ELN Trust, to pay to Lynita the sum of $80,000.00, to compensate her for her 50% interest of the net Lindell Property income associated with Eric's, and the ELN Trust's, occupancy of the Lindell Property from May 6, 2009 through June 30, 2013 (plus statutory judgment interest from May 6, 2009), with a due date certain for such payment.

Lynita further requests that this Court Order Eric, and the ELN Trust, to pay to Lynita an additional sum of $48,000.00, to compensate her for her 100% interest of the net Lindell Property income associated with Eric's, and the ELN Trust's, occupancy of the Lindell Property from July 1, 2013 through October 30, 2014 (plus statutory judgment interest from July 1, 2013), with a due date certain for this payment.

f. Eric's Continued Occupancy of the Lindell Property and Eviction – During the June 4, 2014 hearing this Court Ordered that if Lynita and/or the LSN Trust planned on evicting Eric from the Lindell Property they must first submit the issue to the Court. On June 25, 2014, in anticipation that at some point in time it may become necessary to evict Eric from the Lindell property, Lynita personally served upon Eric the

Thirty (30) Day Notice of Termination of Tenancy attached as **EXHIBIT J**, which states:

> **YOU ARE HEREBY NOTIFIED** that, unless you enter into a mutually acceptable lease agreement with the LSN Nevada Trust on or before July 25, 2014, your tenancy of the above-described Premises is being terminated by the Landlord effective thirty (30) days from receipt of this Notice, **to wit: on or about July 25, 2014**. If you fail to enter into such a lease on or before July 25, 2014, you hereby are warned to vacate the Premises on or before the date above-referenced or the property owner will seek you eviction from the property as previously directed by the Honorable Frank P. Sullivan at the court proceedings on June 4, 2014, and the property owner will seek an award of Attorneys Fees and Costs related to such proceedings.

On July 9, 2014, Keith Little[15] sent to Lynita a proposed lease for Eric's continued occupancy of the Lindell Property. On July 10, 2014, Eric sent, directly to Lynita's counsel, this same proposed lease.[16] Eric's proposed lease and his email to counsel is attached as **EXHIBIT K**. Eric's proposed lease requests a two (2) year lease term, with monthly rent far below market value at $1,920.00. The lease requires no security deposit and requests that Eric be paid, as "Landlord's Broker" a commission for entering into the lease.

On July 23, 2014, Lynita's counsel sent Ms. Forsberg a letter declining Eric's proposed lease, but providing a lease which would be acceptable to Lynita for Eric's continued occupancy of the Lindell Property. This letter and the proposed lease is attached as **EXHIBIT L**. Lynita's proposed Lease granted an initial three (3) month lease term, with the option for the lease to be extended on a month to month basis thereafter, with monthly rent at market value of $3,200.00. Lynita's lease additionally requires a security deposit equal to one month's rent.

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15 Eric's employee.

16 That same date, Lynita's counsel emailed Ms. Forsberg and requested that Eric not communicate directly with Lynita's counsel.

On July 24, 2014, Ms. Forsberg replied to Lynita's lease making a counter proposal requesting a two (2) year lease term, with monthly rent of $2,560.00 per month. A copy of Ms. Forsberg's letter is attached as **EXHIBIT M.**

On July 25, 2014, Lynita's counsel responded to this counter proposal indicating Lynita's decision not to accept Eric's counter proposal and requesting that Eric execute her previously provided lease by July 31, 2014, or vacate the premises. **EXHIBIT N.** As of the filing of this Motion, Eric continues to occupy the Lindell property without having entered into a lease with Lynita and without having paid one cent of rent to Lynita.

From July 2014, when Lynita finally gained control over the Lindell Property, until September 23, 2014, Lynita was regularly present at the Lindell Property to address tenant concerns and to arrange for and supervise repairs and improvements to the Lindell Property. On September 23, 2014, Lynita was served with a Temporary Order for Protection Against Stalking, Aggrivated Stalking, or Harassment which was obtained by Rochelle McArthur (formerly McGowan) through the Las Vegas Justice Court. A copy of the application and orders filed in Justice Court is attached as **EXHIBIT O.** As a result of Ms. McArthur's actions, Lynita was required to incur attorneys fees to file a Motion to Dissolve the Protective Order and was excluded from the Lindell Property from September 23, 2014 until October 16, 2014, when the Protective Order was dissolved at a hearing, without any opposition from Ms. McArthur.[17] **EXHIBIT P.**

On October 20, 2014, Lynita was present at the Lindell Property to authorize and supervise a locksmith changing the locks for Suite #201 (the suite occupied by Eric and his businesses) to bring the building into compliance with the requirements of the County Building Inspector. Suite #201 was the last office suite in the entire building to have its locks changed as prior attempts by the locksmith in earlier weeks had been

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17 Ms. McArthur was present at the dissolution hearing.

rebuffed by Ms. McArthur, who denied the locksmith access and ability to change the locks of the office suite. While Lynita was doing so, Eric forcefully, physically and verbally assaulted Lynita. Eric's actions included running up the stairs, yelling expletives, and threatening Lynita and the locksmith while standing at the top of the second flight of stairs. Eric then grabbed Lynita on her upper arms, wrestling her, while shoving her down onto the stairs. This incident was investigated by the Las Vegas Metropolitan Police Department who referred this case to the Clark County District Attorney. On November 7, 2014, a criminal complaint was filed in the Las Vegas Justice Court (Case #14M31389X) charging Eric with domestic battery (1st). An arraignment is currently scheduled for December 8, 2014 at 8:30 a.m. **EXHIBIT Q.**

As it is clear that a healthy landlord/tenant relationship between Lynita and Eric cannot occur, Lynita seeks this Court's authorization of her removal of Eric from the Lindell Property. Lynita respectfully requests an Order that Eric, the ELN Trust, and all related businesses, be ordered to vacate the Lindell Property within seven (7) days of the hearing of this Motion.

g. Reimbursement for Cost of Removal of Metal Gate from Stairwell - In or about July 2014, more than one (1) year after this Court's June 4, 2014 ruling that the Lindell Property must be transferred to Lynita by no later than 5:00 p.m. on June 12, 2014, Eric caused to be installed, without any authorization, a locking metal gate on the stairwell leading to the second floor of the Lindell Property. **EXHIBIT R** (photos).

On July 25, 2014, Lynita's counsel sent a letter to Ms. Forsberg[18] informing her of the metal gate and requesting that Eric have the gate removed by Monday, July 28, 2014. Eric failed to have the metal gate removed. On or about August 5, 2014, Lynita incurred a $375.00 expense for the removal of the metal gate which Eric had installed at the Lindell Property. **EXHIBIT S.** Lynita requests that this Court Order Eric, and the ELN Trust, to pay to Lynita the sum of $375.00 as reimbursement for this expense.

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18 Counsel for the ELN Trust was copied with this letter.

h. Request for Information - On July 23, 2014, Lynita's counsel sent a letter to Ms. Forsberg[19] requesting information and documentation necessary for Lynita to properly manage the Lindell Property. **Exhibit L.** The next day, July 24, 2014, Ms. Forsberg responded. **Exhibit M.** Ms. Forsberg's letter makes clear that Eric will not willingly provide Lynita with any of the requested documentation and instead places the burden upon Lynita to attempt to obtain such documentation from outside sources. As this Court has awarded Lynita the Lindell Property and

Though Eric has thus far failed to provide Lynita with the information and documentation necessary for her to manage the Lindell Property, Lynita has begun figuring out the property management issues without him. However, the transition of the Lindell Property to Lynita requires Eric's provision of all documentation concerning the Lindell Property to Lynita. Lynita respectfully requests this Court order Eric, and the ELN Trust, to turn over to Lynita all documentation associated with the management and occupancy of the Lindell Property.

3. Arnold Property in Mississippi – For the duration of this divorce action Lynita held title to property located at 830 Arnold Avenue, Greenville, Mississippi (the "Arnold Property"), which was awarded to Lynita in the Decree. Larry Bertsch's report to the Court during the divorce proceedings indicated "The house is being rented at $500 per month and the rent is being collected and deposited into Banone's Bank Account."

Neither Lynita nor her counsel have ever been provided a lease agreement with any tenant for the Arnold Property. On September 26, 2014, a representative of Eric's office delivered, to Lynita's counsel's office, a copy of an unsigned "Rent Collection Agreement" purported to be entered into between the Eric Nelson Nevada Trust as "Owner", and The McGarrh Agency, Inc., for collection of rents associated with the Arnold Property. This "Rent Collection Agreement" was accompanied by a handwritten

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19 Counsel for the ELN Trust was copied with this letter.

note in Eric's handwriting stating, "Income/Expense within 30 Day F.Y.I Last Page is Contact Infor on Rental Company. Eric Call it You Have?" **EXHIBIT T**.

Lynita has never received one cent of the rental income associated with the Arnold Property. This Court awarded Lynita the Arnold Property in the June 3, 2013 Decree of Divorce. Lynita respectfully requests that this Court order Eric, and the ELN Trust, to provide Lynita with a copy of all lease agreements for all tenants of the Arnold Property and any amendments thereto.

On October 16, 2014, Eric sent to Lynita the attached Accounting of the Arnold Property for the period of time June 3, 2013 through September 30, 2014. **EXHIBIT U**. This accounting alleges net income of $1,037.72. Lynita is not challenging the net income represented for the Arnold Property as she has received, directly from the McGarrh Agency, documentation of such expenses.

Lynita respectfully requests that this Court order Eric, both personally and in his capacity as Investment Trustee of the ELN Trust, to provide an accounting from May 6, 2009 through June 3, 2013 of all income received for the Arnold Property and any associated expenses paid for the Arnold Property during the same period of time. Lynita requests this Court Ordered accounting be provided within thirty (30) days of the hearing of this Motion. Further, Lynita respectfully requests that this Court order Eric, and the ELN Trust, to pay to Lynita the $1,037.72 in net income which has already been received by Eric, and the ELN Trust, for the Arnold Property for the period of time from January 1, 2010 through June 3, 2013 accounting (plus statutory judgment interest from June 3, 2013), with a due date certain for this payment. Finally, Lynita respectfully requests that this Court order Eric, and the ELN Trust, to pay to Lynita the remaining net income for the Arnold Property for the period of time from May 6, 2009 through June 3, 2013 (plus statutory judgment interest from May 6, 2009).

4. <u>Russell Road Investment</u> – The September 4, 2014 Accounting includes an accounting of the income received from the Russell Road Investment during the period of time June 1, 2013 through June 30, 2014, and confirms that Eric, and the ELN

Trust, collected $80,084 in income during this time period, with no associated expenses. The Decree awarded Lynita a 1/3 interest in the Russell Road investment. To date, no assignment has been executed by Eric, or the ELN Trust, to reflect Lynita's 1/3 interest in the Russell Road investment. As only Eric and his associates have access to the documentation concerning the Russell Road investment he, and the ELN Trust, must be ordered to turn over a copy of this information to Lynita and her counsel so that they may prepare the necessary documents to secure Lynita's interest in the Russell Road investment. Lynita requests that Eric, and the ELN Trust, be required to provide Lynita with copies of all documents in Eric's possession or control which are associated with the Russell Road Investment, including but not limited to, all contracts, agreements, notes, deeds of trust and similar documents within 48 hours of the hearing of this Motion.

Lynita is due 1/3 of the $80,084 income received which is attributable to the Russell Road Investment, or the sum of $26,694.40, for the period of time between June 1, 2013 and June 30, 2014 (plus statutory judgment interest). Lynita is additionally due 1/3 of any income collected during the months of July, August, September and October 2014 which is attributable to the Russell Road Investment, and 1/3 of all income which is attributable to the Russell Road Investment going forward.

Eric's reference in the September 4, 2014 Accounting to "Net Income 50% of Gross Income Received" is another one of Eric's improper attempts to deduct from and reduce the amount of Gross Profit Eric, and the ELN Trust, have received from this investment. It is anticipated that Eric will argue he only has a 50% interest in the Russell Road Investment, with Cal Nelson having the remaining 50% interest, so Lynita's 1/3 should be determined based upon $40,042 and not $80,084. This argument was advanced by Eric at the time of trial and was not accepted by this Court. This Court's June 3, 2013 Decree of Divorce makes specific findings regarding the parties' interest in the Russell Road Investment. Specifically, this Court found the following:

THE COURT FURTHER FINDS that through a series of notes/deeds, the ELN Trust is currently entitled to 66.67% of the $6,500,000 purchase price and 66.67% of the $295,000 note/deed for rents and taxes. Therefore, the ELN Trust and Mr. Nelson are entitled to proceeds in the amount of $4,530,227 ($4,333,550 + $196,677) from the Russell Road property transaction.

THE COURT FURTHER FINDS that because the LSN Trust was not compensated for transferring its interest in Russell Road, under the advice and direction of Mr. Nelson, it would be inequitable to allow the ELN Trust to retain its full 66.67% interest in the property to the detriment of the LSN Trust. Therefore, the Court hereby imposes a constructive trust over half of the ELN Trust 66.67% ownership interest in the Russell Road property on behalf of the LSN Trust. As such, the LSN Trust is entitled to a 50% interest of the ELN Trust's 66.67% ownership interest, resulting in the LSN Trust effectively receiving an overall one-third interest in the Russell Road property with a value of $2,265,113.50 ($4,333,550 + $196,677 x 112).

If Eric wants to give his brother $40,042 of the $80,084 in profit attributable to the Russell Road Investment that is his choice. However, Eric, and the ELN Trust, are still obligated to pay to Lynita her 1/3 share of such profit, which totals $26,694.40, and continuing monthly payments equaling 1/3 of the total profit attributable to the Russell Road investment from June 3, 2013.

Lynita respectfully requests that this Court order Eric, and the ELN Trust, to pay to Lynita the sum of $26,694.40 (plus statutory judgment interest from June 3, 2013) as and for her interest in the profits attributable to the Russell Road investment, with a due date certain for this payment. Lynita further requests that this Court order Eric, and the ELN Trust, to pay to Lynita 1/3 of the profits attributable to the Russell Road investment for the months of July, August, September, and October 2014, and every month hereafter, until such 1/3 profit payments can be directed to be sent to Lynita from the payor of the note associated with the Russell Road investment, with a due date certain for each such payment.

5. Mississippi RV Park – For the duration of this divorce action Lynita held title to the Waveland, Mississippi property upon which an RV Park (the "Mississippi RV Park") is located. Larry Bertsch's report to the Court during the divorce proceedings indicated the "RV Park is owned by Lynita's Trust. The property designated for its use

is 20.6856080 acres. The Silver Slipper is leasing this property and pays an amount of approximately $4,000.00 per month." Despite owning and being awarded the Mississippi RV Park in the Decree, Lynita has not received one cent of the rental income associated with the use of the Mississippi RV Park.

In or about April 2012, the Silver Slipper Casino was sold to Full House Resorts, Inc. Recently, Lynita's Mississippi counsel (Je'Nell Blum, Esq.), attempted to obtain information pertaining to the Mississippi RV Park from Full House Resorts, Inc. Ms. Blum was informed by Elaine Guidroz, General Counsel for Full House Resorts, Inc., that no information would be released without a Subpoena. Given this position, Lynita requests that this Court re-open discovery on a limited basis to allow Lynita's counsel to serve the required Subpoena to obtain this documentation.

On September 15, 2014, Lynita's counsel sent a letter to Ms. Forsberg and Mr. Luszeck requesting a copy of the original lease agreement between Silver Slipper Casino and Bay Resorts, LLC, as well as any amendments to such agreement, as well as an accounting of all income collected by Eric, the ELN Trust, or any entity under Eric or the Trust's auspices or control for the Mississippi RV Park. On September 19, 2014 Mr. Luszeck responded as follows:

> In regards to your September 15, 2014, correspondence wherein you requested a copy of the lease agreement between Silver Slipper Casino and Bay Resorts, LLC and an accounting of the RV park, we believe your request exceeds the scope of this divorce proceeding. Notwithstanding, be advised that a copy of the lease and accounting that we deem appropriate will be provided. That being said, it is my understanding that it will take some time to locate the lease and prepare the accounting. Consequently, the ELN Trust will need at least 30 days, on or before October 17, 2014, to comply with your request.

On October 20, 2014, Mr. Luszeck sent a letter to Lynita's counsel indicating that "the accounting for the Arnold property and the Silver Slipper Casino will be competed by the end of this week." On October 24, 2014, Mr. Luszeck sent another letter to Lynita's counsel indicating that "the accounting for the Silver Slipper Casino is not yet complete as some additional documentation needs to be located." To date, neither the

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lease agreement nor the promised accounting for the Mississippi RV Park has been received.

The Mississippi RV Park exists on land which is titled in the name of the LSN Nevada Trust and was awarded to Lynita in the Decree. Eric, and the ELN Trust, have no legal interest in the Mississippi RV Park, yet apparently, the ELN Trust believes that information in Eric's possession concerning Lynita's property is somehow subject to release as "[Eric] deem[s] appropriate".

Lynita respectfully requests that this Court order Eric, and the ELN Trust, to provide Lynita with a copy of the original Lease Agreement between Silver Slipper Casino and Bay Resorts, LLC, as well as any amendments to such agreement within 48 hours of the hearing of this Motion. Further, Lynita respectfully requests that this Court order Eric, and the ELN Trust, to provide an accounting from May 6, 2009 through present date of all income received for the Mississippi RV Park within 48 hours of the hearing of this Motion. Finally, Lynita respectfully requests that this Court order Eric, and the ELN Trust, to pay to Lynita all net income reflected by the Mississippi RV Park accounting (plus statutory judgment interest from May 6, 2009) which is to be provided, with a due date certain for this payment.

6. Mississippi Property Transfer – As part of its property division, this Court ordered in the Decree that certain parcels of Mississippi land were to be transferred to the LSN Nevada Trust. In July 2013, this Court heard Lynita's Motion to Alter and Amend the Decree which addressed the Misssissippi land transfers. The resulting Order for the July 22, 2013 Hearing states as follows:

> THE COURT HEREBY FINDS that the ELN Trust has no objection to Lynita's request for the Court to enter more specific orders concerning the Mississippi Properties awarded to each individual party by the Court's June 3, 2013 Decree of Divorce as set forth in Lynita's Motion. As such, the Court will grant the requested relief.
>
> THE COURT FURTHER FINDS that the ELN Trust has no objection to Lynita's request for the execution of two (2) Corrected Quitclaim Deeds concerning the Mississippi Properties awarded to the LSN Nevada Trust by the Court's June 3, 2013 Decree of Divorce as set forth in Lynita's Motion. As such, the Court will grant the requested relief and Eric Nelson,

as Investment Trustee of the ELN Trust, shall execute the two (2) Corrected Quitclaim Deeds referenced above by 5:00 p.m. on Friday, July 26, 2013.

THE COURT FURTHER FINDS that the ELN Trust has objected to Lynita's request for the execution of two (2) Grant, Bargain, Sale Deeds prepared by Mrs. Nelson's Mississippi counsel concerning the Mississippi Properties awarded to the LSN Nevada Trust by the Court's June 3, 2013 Decree of Divorce. The Court further finds that the ELN Trust has no objection to the execution of Quitclaim Deeds for such properties or to the execution of Corrected Grant, Bargain, Sale Deeds which reflect that the same are being executed without warranties of any kind to the property. As the Court desires for the parties to reach a resolution of this issue, the Court requests that counsel address and reach agreement concerning the execution of the remaining deeds for the Mississippi property by 5:00 p.m. on Friday, July 26, 2013. If counsel cannot reach agreement concerning the execution of the remaining deeds for the Mississippi Properties by 5:00 p.m. on Friday, July 26, 2013, counsel should communicate with the Court so that the issue can be set for a status check hearing and resolved by the Court.

. . .

THE COURT FURTHER FINDS that the transfer of assets between the ELN Trust and LSN Trust as set forth in the June 3, 2013 Decree of Divorce, specifically the real property assets and interests in deeds of trust detailed in the Decree is not an irreversible transfer. Accordingly, the Court is going to require execution of the tendered deeds, as well as any and all additional deeds, assignments, or other instruments that may be tendered and required to effectuate the transfer of assets awarded as set forth in the June 3, 2013 Decree of Divorce by 5:00 p.m. on Wednesday, July 31, 2013 absent the entry of a stay of this transfer by the Nevada Supreme Court.

. . .

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that, as stipulated, the following Mississippi properties shall remain in or be transferred into the LSN NEVADA TRUST u/a/d 5/30/01:

(1) Parcel ID 164P-0-19-063.000 - Lots 1-16, Block 79, Gulfview Subdivision and Part of abandoned Waite & Michigan Street

(2) Parcel ID 164K-0-20-014.000 - Lots 7 & 8, Block 93, Gulfview Subdivision

(3) Parcel ID 164K-0-20-016.000 - Parcels D, E, & K and Part Lots 4 & 5, Block 103 Gulfview Subdivision

(4) Parcel ID 164K-0-20-017.000 - Parts of Lots B & C, Block 103 Gulfview Subdivision

(5) Parcel ID 164K-0-20-017.001 - Part of Lots 2, 3 and Part of 13-16, Block 103, Gulfview Subdivision

(6) Parcel ID 164K-0-20-018.000 - Lot A and 1, Block 103, Gulfview Subdivision

(7) Parcel ID 164Q-0-20-015.000 - Part of Lot 7, Block 103, Gulfview Subdivision, Parcel G

(8) Parcel ID 164Q-0-20-016.000 - Part of Lots F and 6. Block 103, Gulfview Subdivision

(9) Parcel ID 164L-0-19-071.000 - Lot 5, Block 82, Gulfview (L-3-72)

(10)[20] Parcel ID 164F-0-18-003.000 - Part of the NE 1/4 of SE l/4 Section 18, Township 9 South, Range 14 West

(11)[21] Parcel ID 164F-0-18-003.001 - Part of the NE 114 of SE 1/4 South of Railroad

(12)[22] Parcel ID 164F-0-18-003.002 - Part of the SE l /4-SE 1/4, Section 18, Township 9 South, Range 14 West

(13) Parcel ID 164K-0-20-001.000 - All of Block 88, Gulfview Subdivision

(14) Parcel ID 164K-0-20-002.000 - All of Block 89, Gulfview Subdivision

(15) Parcel ID 164K-0-20-003.000 - All of Block 90 Gulfview Subdivision

(16) Parcel ID 164K-0-20-004.000 - All of Block 91, Gulfview Subdivision

(17) Parcel ID 164K-0-20-005.000 - Lots 1 & 2, Block 92, Gulfview Subdivision (T-4-50 AA53-51)

(18) Parcel ID 164K-0-20-006.000 - Lot 3, Block 92, Gulfview Subdivision

(19) Parcel ID 164K-0-20-007.000 - Lot 4, Block 92, Gu1fview Subdivision

(20) Parcel ID 164K-0-20-008.001 - Lots 9 & 10, Block 92, Gulfview Subdivision and part of abandoned Michigan Street

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20 Title to this property is held in the name of Grotta Financial Partnership, an entity in which the LSN Trust holds a 16.67% interest.

21 Title to this property is held in the name of Grotta Financial Partnership, an entity in which the LSN Trust holds a 16.67% interest.

22 Title to this property is held in the name of Grotta Financial Partnership, an entity in which the LSN Trust holds a 16.67% interest.

(21) Parcel ID 164K-0-20-009.000 - Lot 11 , Block 92, Gulfview Subdivision

(22) Parcel ID 164K-0-20-012.000 - Lot 14, Block 92, Gulfview Subdivision

(23) Parcel ID 164K-0-20-020.000 - Lots 13, 20, and east half of Lots 14 & 19, Block 10, Gulfview Subdivision

(24) Parcel ID 164K-0-20-022.000 - Part of Lots 9-12 and water lot, Gulfview Subdivision

(25) Parcel ID 164K-0-20-024.000 - Part of Block 104 Gulfview Subdivision and Lots 21-24 Water Lot

(26) Parcel ID 164K-0-20-028.000 - Lots 12, 21 -24, Block 104, Gulfview Subdivision

(27) Parcel ID 164K-0-20-029.000 - Lot 17, Block 104 , Gulfview Subdivision

(28) Parcel ID 164K-0-20-030.000 - Lots 1-16, Block 105, Gulfview Subdivision

(29) Parcel ID 164K-0-20-031.000 - Part of Lots 11 & 12, Block 112 Gulfview Subdivision and part of abandoned Ladner Street

(30) Parcel ID 164K-0-20-032.000 - Part of Lots 12 & 13, (74'xl50') Block 11, Gulfview Subdivision

(31) Parcel ID 164K-0-20-033.000 - All of Lot 14 , Part of Lots 10-12 & Part of Auston Street, Block 112, Gulfview Subdivision

(32) Parcel ID 164K-0-20-034.000 - Part of Lots 10 & 11, Block 112 Gulfview Subdivision

(33) Parcel ID 164K-0-20-035.000 - Part of Lots 1, 2, 13-16, Block 112, Gulfview Subdivision

(34) Parcel ID 164K-0-20-037.000 - Lots 1-14, Block 106, Gulfview Subdivision

(35) Parcel ID 164K-0-20-038.000 - Part of Lots 3-6, All of 7- 11, Part of 12-15, Block 111 , Gulfview Subdivision

(36) Parcel ID 164K-0-20-041.000 - Part of Lots 1-5 & 15-16, Block 111, Gulfview Subdivision

(37) Parcel ID 164K-0-20-042.000 - All of Block 113, Gulfview Subdivision

(38) Parcel ID 164K-0-20-044.000 - Part of Block 110, Gulfview Subdivision

. . .

(39) Parcel ID 164K-0-20-046.000 - All of Block 107, Gulfview Subdivision

(40) Parcel ID 164K-0-20-047.000 - All of Block 108, Gulfview Subdivision

(41) Parcel ID 164K-0-20-048.000 - All of Block 109,Gulfview Subdivision

(42) Parcel ID 164K-0-20-049.000 - Lots 1-16, Block 115, Gulfview Subdivision

(43) Parcel ID l64L-0-19-052.000 - Lot 9, Block 61, Gu1fview Subdivision

(44) Parcel ID I64L-0-19-053.000 - All of Block 61 except Lot 9, Gulfview Subdivision

(45) Parcel ID 164L-0-19-064.000 - Lots 1 -4 & 13-16, Block 70, Gulfview Subdivision

(46) Parcel ID 164L-0-19-080.001 - Lots 15 & 16, Block 83, Gu1fview Subdivision & part of abandoned Michigan Street

(47) Parcel ID 1640-0-17-053.000 - Block 40-A, 4 & 5, Chalona Beach AA-17

(48) Parcel ID l64K-0-20-023.000 - Lots 9-12, Block 104, Gulfview Subdivision

(49) Parcel ID 164K-0-20-023.001 - Part of Block 104, Gulfview Subdivision

(50) Parcel ID 164P-0-19-059.000 - Lots 9-12 Block 82, Gulfview Subdivision

IT IS FURTHER ORDERED that, there being no objection, Eric Nelson, as Investment Trustee of the ELN Trust, shall execute the two (2) Corrected Quitclaim Deeds for the Mississippi Properties as more particularly described in this Order by 5:00 p.m. on Friday, July 26, 2013.

IT IS FURTHER ORDERED that, counsel shall address and reach agreement concerning the execution of the remaining deeds for the Mississippi Properties as more particularly described in this Order by 5:00 p.m. on Friday, July 26, 2013. If counsel cannot reach agreement concerning the execution of the remaining deeds for the Mississippi Properties by 5:00 p.m. on Friday, July 26, 2013, counsel should communicate with the Court so that the issue can be set for a status check hearing and resolved by the Court.

On September 8, 2014, Lynita's counsel requested that the ELN Trust execute four (4) Quitclaim Deeds which are necessary to effectuate the transfer of the

Mississippi Property as Ordered at the July 22, 2013 hearing. The four (4) Quitclaim Deeds were hand delivered to Mr. Luszeck's office that same date. On September 19, 2014, Mr. Luszeck responded to this request as follows:

> This is in response to your request that the ELN Trust execute the Quitclaim Deeds for certain Mississippi property and your correspondence dated September 8, September 15 and September 16.
>
> In support of your request that the ELN Trust execute the Quticlaim Deeds for certain Mississippi property you rely upon an Order from the July 22, 2013, hearing. However, you ignore the fac that the July 22, 2013, Order has been superseded by Judge Sullivan's Order from June 4, 2014, hearing which makes it clear that he was not inclined to dissolve or modify the injunctions previously issued except as specifically set forth in the June 4, 2014 Order. Since the properties reference in the Quitclaim Deeds were not specifically addressed in the June 4, 2014, Order, the injunction over such properties remain in place. Consequently, your request violated the June 4, 2014, Order.

At the July 22, 2013 hearing, the ELN Trust voiced no objection to the transfer of the Mississippi Property as ordered by the Decree. In fact, the ELN Trust stipulated in Open Court to the execution of two (2) corrected Quitclaim Deeds concerning the Mississippi Property and indicated its willingness to execute two (2) Quitclaim Deeds for the remaining properties which are to be transferred to the LSN Trust by the Court's Decree. Yet now, more than a year later, the ELN Trust has taken the position that this Court's September 6, 2013 Order enjoins the Trust from transferring the property awarded to Lynita. As the sole reason for the September 6, 2013 injunction was to protect Lynita, not to grant the ELN Trust a basis to avoid the ultimate property division called for by the Decree, there is no legitimate basis for the ELN Trust's refusal to complete the aforementioned property transfer.

Lynita respectfully requests this Court order Eric, and the ELN Trust, to execute the four (4) quitclaim deeds provided to Mr. Luszeck on September 8, 2014, and to further Order that if any other documents are required to effectuate the transfer of the Mississippi Property to Lynita, that the Eric, and the ELN Trust, cooperate with Lynita's counsel execute the same within 48 hours of presentation.

. . .

7. Wyoming Property Issues – For the duration of this divorce action Lynita has held title to an approximately 200 acre parcel of property located adjacent to Wyoming Downs in Evanston, Wyoming (the "Wyoming Property"). The Decree awarded the Wyoming Property to Lynita.

Lynita has recently confirmed that Eric granted "grazing rights" upon her Wyoming Property to Brandon C. Roberts. Despite ownership of the Wyoming Property, neither Lynita nor her counsel have ever been provided any agreements concerning Mr. Roberts use of Lynita's Wyoming Property. Likewise, Lynita has never received one cent of any income collected under this alleged "grazing rights" agreement.

On October 14, 2014, Lynita's counsel sent Ms. Forsberg and Mr. Luszeck a letter requesting that they provide Lynita with all contracts concerning the Wyoming Property, and an accounting for the Wyoming Property. To date, Lynita no accounting for the Wyoming Property has been received.

Lynita respectfully requests that this Court issue an Order requiring Eric, and the ELN Trust, to provide Lynita with all contracts concerning the Wyoming Property and an accounting for the period May 6, 2009 through October 31, 2014, of all income received by Eric and/or the ELN Trust which is attributable to the Wyoming Property within 48 hours of the hearing of this Motion. Further, Lynita requests this Court issue and Order requiring Eric, and the ELN Trust, to pay to Lynita all income received and attributable to the Wyoming Property for the period May 6, 2009 through October 31, 2014 (plus statutory interest from May 6, 2009), and setting a due date certain for such payment.

8. Attorneys Fees from June 16, 2014 Contempt Finding – On June 16, 2014 this Court issued its Minute Order Decision finding seven (7) violations of the Mutual Behavior Order issued in this action. Eric was remanded into custody for seven (7) days. The Minute Order Decision further stated that the "Court will issue a separate Order for Attorney's Fees and Costs". On June 3, 2014, Lynita submitted her Memorandum of Fees and Costs associated with the Order to Show Cause proceeding. To date, no

Order establishing the amount of the attorneys' fees awarded to Lynita has issued. Lynita respectfully requests that this Court issue its Order regarding the amount of the attorneys' fees awarded to Lynita for the contempt proceeding and further order Eric, and the ELN Trust, to satisfy this award by a date certain.

9. Attorneys Fees for the Bringing of this Motion – Lynita has been required to file this Motion to obtain enforcement of the Decree because Eric and the ELN Trust continue to refuse to act in good faith and comply with the terms of the Decree. The continued litigation of this case warrants an award of attorneys' fees and costs to Lynita pursuant to NRS 125.240, which authorizes the Court to enter any order necessary to enforce its own judgments. Based upon the foregoing authority, Lynita requests that the Court issue an Order requiring Eric and the ELN Trust to pay Lynita's actual fees and costs incurred for this Motion and any necessary reply or hearing.

As Lynita's actual fees and costs cannot be determined at this time, Lynita respectfully requests permission to submit a Memorandum of Fees and Costs to the Court following the hearing on this Motion. Pursuant to Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), in awarding reasonable fees and costs to Lynita this Court will need to make specific findings regarding the quality of her advocates, the character of the work done in this Motion, the work actually performed, and the result. To assist the Court in making such findings, Lynita submits that this motion is only necessary as a result of Eric and the ELN Trust's continued avoidance of the Decree. Lynita's lead counsel charges a standard hourly fee of $550.00 for his services. Associate counsel's hourly fee is $400.00. Both fees are customary and reasonable in this locality for similarly situated persons and cases and the amount of time spent by counsel in their representation of Lynita in this action. Mr. Dickerson has been practicing law for 38 years, with the last 25 plus years devoted to the practice of family law. He is a former President of the State Bar of Nevada and Clark County Bar Associations and is AV rated both as to skill and ethics. Ms. Provost has been licensed to practice law in Nevada since 2003. She is a Board Certified Family Law Specialist as

designated by the State Bar of Nevada and the current Chair of the State Bar of Nevada, Family Law Executive Council. Ms. Provost routinely lectures in various areas of family practice. The Dickerson Law Group is an AV Preeminent rated law firm, the highest level of professional excellence. All attorneys at the firm have extensive litigation experience and a reputation for competency in family law litigation. The rates charged by Lynita's counsel are reasonable, in light of the experience of the law firm and the particular persons involved in this action. These fees are generally in par with those charged in this community.

I. CONCLUSION

More than five (5) years have elapsed since the initiation of this case. During the divorce litigation no orders for temporary support were entered granting to Lynita her share of the community income or income from properties titled in her name. Since the entry of the Decree, Lynita has continued to be denied access to the assets awarded to her in the Decree and the income generated therefrom. Lynita has filed this Motion in an effort to finally receive all that was awarded to her in the Decree.

Dated this 13th day of November, 2014.

THE DICKERSON LAW GROUP

By _____
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for LYNITA SUE NELSON

DECLARATION OF LYNITA NELSON

I, LYNITA NELSON, declare under penalty of perjury under the law of the State of Nevada that the following statement is true and correct:

1. I am over the age of 18 years. I am the Defendant in this action. I have personal knowledge of the facts contained herein, and I am competent to testify thereto.

2. I am making this affidavit in support of my MOTION TO ENFORCE THE JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF ("the Motion"). I have read the Motion prepared by my counsel and swear, to the best of my knowledge, that the facts as set forth therein are true and accurate, save and except any fact stated upon information and belief, and as to such facts I believe them to be true. I hereby reaffirm said facts as if set forth fully herein. If called upon by this Court, I will testify as to my personal knowledge of the truth and accuracy of the statements contained in my Motion.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 13th day of November, 2014.

LYNITA NELSON

0001

DISTRICT COURT

CLARK COUNTY, NEVADA

ERIC L. NELSON Plaintiff(s), -vs- LYNITA SUE NELSON Defendant(s).	CASE NO. D411537 DEPT. NO. O **FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)**

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

MOTION FOR OPPOSITION TO DEFENDANT'S MOTION TO ENFORCE THE JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF

Motions and Oppositions to Motions filed after entry of a final order pursuant to NRS 125, 125B or 125C are subject to the Re-open filing fee of $25.00, unless specifically excluded. (NRS 19.0312) ***NOTICE:*** *If it is determined that a motion or opposition is filed without payment of the appropriate fee, the matter may be taken off the Court's calendar or may remain undecided until payment is made.*	**Mark correct answer with an "X."** 1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO 2. This document is filed solely to adjust the amount of support for a child. No other request is made. ☐ YES ☒ NO 3. This motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order If YES, provide file date of Order: _____ ☐ YES ☒ NO If you answered YES to any of the questions above, you are not subject to the $25 fee.

Motion/Opposition ☒ IS ☐ IS NOT subject to $25 filing fee

Dated this 13th of November, 2014

Shari Aschkas
Printed Name of Preparer

Signature of Preparer

AAPP 5629

Exhibit "A"

SUMMARY

REVENUE:		
50% of Gross revenue received on Russell Road	*$40,042.00*	
Nevada Rental Homes Income Net	*($1,366.48)*	
(Includes Security Deposits on file)		
TOTAL INCOME	$38,675.52	
OTHER JOINT EXPENSES DEDUCTED		
CABIN		
Cabin Expenses (utilitites, other)		*$2,805.25*
Cabin Property Taxes Paid		*$20,298.77*
1/2 of cabin expenses	*($11,552.01)*	
CARLI SCHOOL		
Expenses related to Carli School		*$25,052.75*
(Tuition, Books, Sports, etc)		
1/2 of Carli School Expenses	($12,526.38)	
Total Expenses	*($24,078.39)*	
Net Total after Expenses	**$14,597.14**	
Addl Expenses:		
Carry over still owed from Lindell Expenses pd on behalf of LSN June 30, 2014 Lindell income statement	($5,074.72)	
Deduct Lindell Bldg Landscape Expense pd July/Aug to Abel Landscaping	($350.00)	
Lynita Health Ins. July/August/September Premiums $876.01 per month	($2,628.03)	
Health Insurance Carli/Garett ($714/mo)		*$2,142.00*
July/Aug/Sept Premiums 50% due from LSN	($1,071.00)	
Total net after LSN expenses deducted	**$5,473.38**	
Still Pending Garett School Tuition		*$60,397.85*
50% of tuition	$30,198.93	
(Amt not deducted from above income)		

RUSSELL ROAD INCOME STATEMENT
June 1, 2013 thru June 30,2014

	June 1,2013- June 30,2014
Revenues	
Income Russell Road	$80,084.00
Total Revenues	**80,084.00**
Gross Profit	80,084.00
Net Income 50% of Gross Income Rcvd	**$ 40,042.00**

Cash Receipts Journal
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) Customer IDs from CJ to CJ. Report order is by Check Date. Re

Date	Account ID	Transaction Ref	Line Description	Debit Amnt	Credit Amnt
8/2/13	22501	1189	Oasis int owed to ENA		4,092.00
	43012		Oasis Pymnt		4,092.00
	10010		CJ&E	8,184.00	
10/1/13	43012	1195	int pymnt oasis church		3,800.00
	22501		int pymnt oasis church owed to ENA		3,800.00
	10010		CJ&E	7,600.00	
10/10/13	43012	1206	russell pymnt oct		3,800.00
	22501		oasis pymnt owed to ENA		3,800.00
	10010		CJ&E	7,600.00	
11/1/13	43012	1207	russell nov		3,800.00
	22501		oasis pymnt owed to ENA		3,800.00
	10010		CJ&E	7,600.00	
1/7/14	43012	1211	inte pymnt oasis		3,800.00
	22501		int pymtn due to ENA		3,800.00
	10010		CJ&E	7,600.00	
1/7/14	43012	1212	int oasis		3,800.00
	22501		int due to ENA		3,800.00
	10010		CJ&E	7,600.00	
1/14/14	43012	1214	int oasis		850.00
	22501		int due to ENA		850.00
	10010		CJ&E	1,700.00	
1/30/14	43012	1216	interest pymnt oasis		4,700.00
	22501		int due to ENA		4,700.00
	10010		CJ&E	9,400.00	
3/6/14	43012	1220	int pymnt		4,700.00
	22501		due to ENA Oasis int pymnt		4,700.00
	10010		CJ&E	9,400.00	
4/3/14	43012	1227	int income oasis		4,700.00
	22501		int pymnt ENA		4,700.00
	10010		CJ&E	9,400.00	
6/10/14	43012	001240	int pymnt oasis		2,000.00
	22501		int pymnt oasis baptist church		2,000.00
	10010		CJ&E	4,000.00	
				80,084.00	**80,084.00**

BANONE RENTAL HOMES

	Property	Status as of 6/30/14	Tenant	Begin Date	End Date	Security Deposit on file	Rent Amount	Notes
1	4412 Baxter, Las Vegas 89107	Current	Vilma Meyra 386.3026	11/13/2009	M-M	$0.00	$700.00	
2	6301 Cambria Ave, Las Vegas 89108	Pymnt Arrangmeent	NESTER HERNANDEZ 702-272-5247	10/31/2008	MTM	$1,000.00	$900.00	Owe $800 for May 900 June Nester is Son and makes pymnt 2x month to cover rent he is the only one working. Long Term Tenants
3	6213 Anaconda, Las Vegas 89108	Current	Dawn Gazzano	1/2/2009	3/31/2015	$1,150.00	$1,150.00	
4	1301 Heather Ridge, Las Vegas 89031	Current	Lance Liu	4/1/2014	3/31/2017	$0.00	$700.00	
5	4612 Sawyer, Las Vegas 89108	Current	702-637-5855/423-7543 Meza	3/10/2012	MTM	$500.00	$800.00	
6	3301 Terra Bella, Las Vegas 89108	Current	Ana Martinez	3/12/2009	MTM	$500.00	$1,000.00	
7	4601 Concord Village, Las Vegas 89108	Current	Vacant					
8	4133 Compass Rose, Las Vegas 89108	Current	Steve & Barbara Marks602-600-953	5/5/2014	4/30/2015	$300.00	$1,000.00	Paying an additional $100/mo from June 1st thru October 1, Rent for addl Deposit of 500 not paid at movein is still owed. there is addl $700 secy deposit due for a total dep of $1000 per lease. Only has paid $300.00 toward dep. Should be paying $1100/mo with addl 100 applied toward deposit.
9	4820 Marnell Dr, Las Vegas 89121	Current	Kirk Braswell 742-6302	9/15/2013	9/14/2014	$800.00	$800.00	
10	6304 Guadalupe, Las Vegs 89108	Current	Jose/Liboria Santos	10/1/2009	MTM	$0.00	$800.00	
11	5317 Clover Blossom, Las Vegas 89031	Current	Ken & Linda Trammel 631-8671	8/12/2010	MTM	500/1000.00	$1,000.00	$500 secy deposit and $1000 last months rent paid.
12	5113 Churchill, Las Vegas 89107	Current	John Freedin Jr	12/1/2012	MTM	1000.00/50.00	$900.00	$50.00 pet deposit/$1000 secy deposit total $1050.00
13	1608 Rusty Ridge Ln, Henderson, NV 89002	Current	Samuel & Pamela Davis 702-834-14	9/1/2013	8/31/2014	$900.00	$900.00	Deposit is last months rent paid

Banone, LLC
Income Statement
For the Period June 1, 2013 Ending June 30, 2014

	June 1,2013 -June 30,2014		
Revenues			
Rental Income - NV Homes	$ 132,479.00		
Security Deposits on file - NV Homes	$ 6,050.00	*	See Note below
5704 Roseridge (Note)			See Note below
436 Europa J/B Ramos Note			See Note below
Interest Income - 2209 Farmouth Circle (Note)	$ 8,816.55	**	See Note below
Total Revenues	147,345.55		
Gross Profit	**$147,345.55**		
Expenses			
Management Fees ($5000/mo)	65,000.00		
Wages Expense - Administrative	19,649.83		
Wages Expense - Maintenance	28,575.00		
Insurance Expense - NV Homes	4,719.36		
Baxter Exp (rental property)	1,893.02		
Clover Blossom Exp. (rental)	1,842.87		
Cambria Exp. (rental)	981.78		
Heather Ridge Expense (rental)	2,879.54		
Anaconda Exp. (rental)	2,231.98		
Sawyer expense (rental)	1,001.21		
4601 Concord Village Exp	1,428.42		
3301 Terra Bella Exp	1,352.83		
4133 Compass Rose (Rental)	2,969.66		
6304 Guadalupe Exp (rental)	1,298.03		
1608 Rusty Ridge Exp.(rental)	2,764.78		
4820 Marnell Expense (Rental)	6,136.71		
5113 Churchill Exp (Rental)	3,987.01		
Total Expenses	$148,712.03		
Net Income	**($1,366.48)**		

Banone, LLC
Income Statement
For the Period June 1, 2013 Ending June 30, 2014

Other Banone Properties	Description Notes	
Security Deposits (Rental Homes)*	**$6,050.00**	*Security Deposits on file from tenants on NV Rental Homes

5704 Roseridge Sale Net Proceeds
(Listed In Rental pool as part of Banone NV Properties) Original Note $63,000
Note was paid off in Sept 2012

N/R: JB Ramos/ 436 Europa Way Original Note $78,000
Paid in full

2209 Farmouth Circle (Note Receivable) ** Original Note $88,166
(Listed In Rental pool as part of Banone NV Properties)
**Sold in January 2012. This is a Promissory Note w/ Deed of Trust not a rental home.
Interest only pymnts @$587.77/mo rcvd from June 2013 thru 9/1/14 = $8816.55

PENDING:
(Garett's School Expenses/College)

Still Pending Garett School Tuition		*$60,397.85*
50% of tuition	$30,198.93	
(Amt not deducted from above income)		

AAPP 5636

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 4010-00-00-000 to 4010-00-00-000. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
4010-00-00-000	6/1/13			Beginning Balance			
Rental Income -NV	6/3/13	Rent	GEN	Deposit Rent - concord village		925.00	
	6/3/13	Rent	GEN	Deposit Rent - heather ridge		861.00	
	6/4/13	Rent	GEN	Deposit Rent - baxter		700.00	
	6/4/13	Rent	GEN	Deposit Rent - churchill		900.00	
	6/4/13	Rent	GEN	Deposit Rent - terra bella		1,000.00	
	6/4/13	Rent	GEN	Deposit Rent - clover blossom		1,000.00	
	6/4/13	Rent	GEN	Deposit Rent - Cambria		500.00	
	6/5/13	Rent	GEN	Deposit Rent - sawyer		800.00	
	6/6/13	Rent	GEN	Deposit Rent - 6213 Anaconda		780.00	
	6/7/13	Rent	GEN	Deposit Rent - guadalupe		800.00	
	6/10/13	Rent	GEN	Deposit Rent - cambria		500.00	
	6/17/13	June rents	GEN	Deposit Rent - Compass Rose		900.00	
				Current Period Change			
	7/1/13			Beginning Balance			
	7/7/13	7-7	CRJ	Rent - cambria		500.00	
	7/22/13	Rent	GEN	Deposit Rent - Compass Rose		900.00	
	7/22/13	Rent	GEN	Deposit Rent - Anaconda		1,150.00	
	7/22/13	Rent	GEN	Deposit Rent - Clover Blossom		1,000.00	
	7/22/13	Rent	GEN	Deposit Rent - Heather Ridge		861.00	
	7/22/13	Rent	GEN	Deposit Rent - Cambria		500.00	
	7/31/13	Rent	GEN	Deposit Rent - Concord Village		925.00	
				Current Period Change			
	8/1/13			Beginning Balance			
	8/1/13	Rents	GEN	August Rents - Heather Ridge		861.00	
	8/2/13	Rent	GEN	Deposit Rent - Clover Blossom		1,000.00	
	8/2/13	Rent	GEN	Deposit Rent - Terra Bella		1,200.00	
	8/2/13	Rent	GEN	Deposit Rent - Guadalupe		800.00	
	8/6/13	Rent	GEN	Deposit Rent - Churchill		900.00	
	8/6/13	Rent	GEN	Deposit Rent - sawyer		800.00	
	8/7/13	Rent	GEN	Deposit Rent - Anaconda		1,150.00	
	8/19/13	August Re	GEN	August Rents - compass rose		700.00	
	8/19/13	August Re	GEN	August Rents - sawyer		800.00	
	8/23/13	Rent	GEN	Deposit Rent cambria		400.00	
				Current Period Change			
	9/1/13			Beginning Balance			
	9/3/13	Rent	GEN	Deposit Rent clover blossom		1,000.00	
	9/3/13	Rent	GEN	Deposit Rent concord village		925.00	
	9/3/13	Rent	GEN	Deposit Rent hridge		861.00	
	9/3/13	Rent	GEN	Deposit Rent baxter		700.00	
	9/3/13	Rent	GEN	Deposit Rent guadalup		800.00	
	9/4/13	Rent	GEN	Deposit Rent churchill		900.00	
	9/4/13	2711	CRJ	Rent - Rusty Ridge Rent		900.00	
	9/5/13	Rent	GEN	Deposit Rent anaconda		700.00	
	9/6/13	Rent	GEN	Deposit Rent Terra Bella		1,000.00	
	9/13/13	Rent	GEN	Deposit Rent Cambria		600.00	
	9/17/13	9-15-13c	CRJ	MARNELL - Rent from Sept 15-30th		400.00	
	9/23/13	Rent	GEN	Deposit Rent compass rose		702.00	
	9/30/13	Rent	GEN	Deposit Rent cambria		500.00	
				Current Period Change			
	10/1/13			Beginning Balance			
	10/1/13	Rent	GEN	Deposit Rent heather ridge		861.00	
	10/1/13	Rent	GEN	Deposit Rent concord village		925.00	
	10/2/13	Rent	GEN	Deposit Rent saywer		1,600.00	
	10/3/13	Rent	GEN	Deposit Rent baxter		700.00	

General Ledger
For the Period From Jun 1, 2013 to Jun 30, 2014

Filter Criteria includes: 1) IDs from 4010-00-00-000 to 4010-00-00-000. Report order is by ID. Report is printed wit

Account ID / Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	10/3/13	Rent	GEN	Deposit Rent clover blossom		1,000.00	
	10/3/13	Rent	GEN	Deposit Rent Anaconda		1,150.00	
	10/4/13	Rent	GEN	Deposit Rent compass rose		400.00	
	10/4/13	Rent	GEN	Deposit Rent rusty ridge		900.00	
	10/7/13	Rent	GEN	Deposit Rent terra bella		1,000.00	
	10/9/13	Rent	GEN	Deposit Rent guadalupe		800.00	
	10/11/13	Rent	GEN	Deposit Rent churchill		900.00	
	10/15/13	Rent	GEN	Rent - Cambria		500.00	
				Current Period Change			
	11/1/13			Beginning Balance			
	11/1/13	Rent	GEN	Deposit Rent clover blossom		1,000.00	
	11/1/13	Rent	GEN	Deposit Rent concord village		925.00	
	11/1/13	Rent	GEN	Deposit Rent rusty ridge		900.00	
	11/1/13	Rent	GEN	Deposit Rent baxter		700.00	
	11/1/13	Rent	GEN	Deposit Rent heather ridge		861.00	
	11/4/13	Rent	GEN	Deposit Rent anaconda		1,150.00	
	11/4/13	Rent	GEN	Deposit Rent compass rose		700.00	
	11/5/13	Rent	GEN	Deposit Rent sawyer		800.00	
	11/5/13	Rent	GEN	Deposit Rent Marnell		800.00	
	11/8/13	Rent	GEN	Deposit Rent guadalupe		800.00	
	11/13/13	Rent	GEN	Deposit Rent churchill		900.00	
	11/15/13	Rent	GEN	Deposit Rent terra bella		800.00	
	11/18/13	Rent	GEN	Deposit Rent compass rose		500.00	
	11/25/13	Rent	GEN	Rent - Cambria		500.00	
				Current Period Change			
	12/1/13			Beginning Balance			
	12/2/13	Rent	GEN	Deposit Rent Heather Ridge		861.00	
	12/2/13	Rent	GEN	Deposit Rent Concord Village		925.00	
	12/2/13	Rent	GEN	Deposit Rent baxter		700.00	
	12/3/13	Rent	GEN	Deposit Rent Rusty Ridge		900.00	
	12/4/13	Rent	GEN	Rent - Cambria		400.00	
	12/5/13	Rent	GEN	Deposit Rent Clover Blossom		1,000.00	
	12/5/13	Rent	GEN	Deposit Rent Anaconda		1,150.00	
	12/5/13	Rent	GEN	Deposit Rent Sawyer		800.00	
	12/10/13	Rent	GEN	Deposit Rent churchill		900.00	
	12/11/13	Rent	GEN	Deposit Rent Marnell		850.00	
	12/13/13	Rent	GEN	Deposit Rent Terra Bella		1,200.00	
	12/16/13	Rent	GEN	Deposit Rent compass rose		900.00	
	12/23/13	Rent	GEN	Deposit Rent Guadalup		800.00	
	12/30/13	Rent	GEN	Deposit Rent concord village		925.00	
	12/30/13	Rent	GEN	Rent - Cambria		500.00	
				Current Period Change			
	12/31/13			Fiscal Year End Balance			
	1/1/14			Beginning Balance			
	1/1/14	Rent	GEN	Deposit Rent - Heather Ridge		861.00	
	1/3/14	Rent	GEN	Deposit Rent Rusty Ridge		900.00	
	1/3/14	Rent	GEN	Deposit Rent CloverBlossom		1,000.00	
	1/6/14	Rent	GEN	Deposit Rent Sawyer		800.00	
	1/6/14	Rent	GEN	Deposit Rent Anaconda		1,150.00	
	1/8/14	Rent	GEN	Deposit Rent Churchill		900.00	
	1/10/14	Rent	GEN	Deposit Rent Terra Bella		1,000.00	
	1/13/14	Rent	GEN	Deposit Rent marnell		850.00	
	1/17/14	Rent	GEN	Deposit Rent guadalupe		800.00	
	1/21/14	Rent	GEN	Deposit Rent baxter		700.00	

forward. I don't think there's any irreparable harm, because I'll transfer them back if the Supreme Court says I did --

MR. SOLOMON: So we have at least 30 days to do that --

MR. DICKERSON: Within the next five days --

THE COURT: Yep.

(Whispered conversation)

MR. DICKERSON: -- they'll execute the deeds that have been in their possession, and we will be sending out letters to the tenants today.

MR. NELSON: We're not giving no grant bargain sale deed --

THE COURT: Well, I don't know what rentals to get --

MR. KARACSONYI: He's not giving a grant bargain --

MR. SOLOMON: We're not giving -- we're not giving warranties on the property. It's whatever we have --

MR. KARACSONYI: If he hasn't encumbered it? He was ordered not to.

THE COURT: What happens -- transfer the deed --

MR. SOLOMON: If he -- that's a whole separate issue. If you find he violated the injunction --

THE COURT: Transfer the deeds --

MR. SOLOMON: -- that would be a different issue --

THE COURT: -- and we'll look at that. If it looks like there's some funny business --

MR. SOLOMON: Okay.

THE COURT: -- if they take the title, we'll deal with it. But we're going to give you the -- the deeds. And if you transfer it by the close of business a week from Friday, which is -- what's today, the 3rd?

MR. DICKERSON: If they prepare the deeds quickly --

THE COURT: So that's the 12th.

MR. SOLOMON: Are they preparing the deeds? We're not --

THE COURT: You guys will prepare the deeds?

MR. DICKERSON: The deeds are already prepared, but we'll -- we'll submit them to you again.

THE COURT: Like if you got them, and you go through, there's any issues, we'll be here on the 16th, so that'll give us a chance to address if there are any issues.

MR. SOLOMON: I remember there were issues. They wanted warranties and deeds and --

THE COURT: Yeah, I remember we talked about that --

MR. SOLOMON: We're not giving warranties --

THE COURT: -- and those issues, and we'll look at that as regular property, see if there's been any -- so we'll do the deeds be transferred by the close -- at 5:00 o'clock on

June 12th. Okay? You're going to draft the orders?

MR. KARACSONYI: Yes.

THE COURT: Send them to Mr. Solomon and Ms. Forsberg for review and approval?

MR. KARACSONYI: Yes.

MR. SOLOMON: Yeah. Can we draft the order on Wyoming Downs?

THE COURT: Sure.

MR. KARACSONYI: That's fine.

THE COURT: You want to do the Wyoming Downs --

MR. KARACSONYI: We'll draft the injunction --

THE COURT: -- and you draft the injunctions and -- and make sure --

MR. KARACSONYI: -- we'll draft the injunctions and transfers.

THE COURT: -- (indiscernible) -- okay. All right. And then we'll -- we'll put that on -- you want a status -- well, we'll be here on the 16th, I guess. We'll keep that open. I think that's -- is that the 16th?

THE CLERK: Yes.

MR. KARACSONYI: I think we all go directly from the video, so that they just -- if you draft Wyoming Downs --

THE COURT: You got anything on that date, we'll be -- let me know if there's anything on that date --

MR. SOLOMON: Your Honor, I understand that's at 2:00 o'clock; right? On the 16th?

THE COURT: Yes.

MR. KARACSONYI: Yeah. That's on the -- okay. So we're going to have a status check then?

THE COURT: Yeah. We can look at that if there's any issues while we've got everyone, so we try to get it resolved.

MR. SOLOMON: That -- that answered my second question. I need to leave --

THE COURT: Well, why don't you take off (indiscernible) know as far as the $240,000 to be paid from the 1,068,000. You got a separate order for Mr. Birch?

MR. KARACSONYI: You -- yes, I do, actually. Can you sign that real quick? The one thing I was going to say --

THE COURT: Can that 240,000 from there be paid --

MR. KARACSONYI: You said the 240 was for last year. Are you still giving her the 78 prepayment for -- or 84 prepayment for next year? Here. This is -- it's just a stipulation order to put -- a stipulated order to transfer to Larry Birch 35,000.

MS. FORSBERG: You need to read it, because last time, you had some funny business in their order. You need to read it carefully.

MR. KARACSONYI: No, I didn't put any funny business in the order, Ms. Forsberg. I never have.

THE COURT: Now, can you stay, Jeff, so Mr. Solomon can get out -- I just want to make sure there's no confusion. I know you have a (indiscernible) and we promised to get you out by 10:00.

MR. KARACSONYI: It's very straightforward.

MR. LUSZECK: Yeah. I just need to read it.

MR. KARACSONYI: No; no; no --

THE COURT: Mr. Solomon --

MR. KARACSONYI: -- I'm -- I'm just saying it -- there's no funny business there.

THE COURT: -- Mr. Solomon, you -- we'll allow Mr. Solomon to leave. I know you have to be there at the --

MR. SOLOMON: I appreciate it, Your Honor, thank you.

THE COURT: As far as -- let me make sure I've got this typed so there's no issues on that. My inclination was to give the $240,000 for the 20,000 a year, and I can take that from the 1,068,000 since part of that was the lump sum --

MR. KARACSONYI: Right.

THE COURT: -- so I can offset any rentals appropriately --

MR. KARACSONYI: Residually --

THE COURT: -- so that'd take it for the one year, and then the 7,000 a month which was to offset the rentals that she's getting as of June 1st --

MR. KARACSONYI: Right.

THE COURT: Would be the 84,000.

MR. KARACSONYI: That's what you said, yeah.

THE COURT: Yeah.

MR. KARACSONYI: So that -- it should be 240 plus 84 --

THE COURT: 324 --

MR. KARACSONYI: -- for --

MR. DICKERSON: Plus 75.

MR. KARACSONYI: That comes from them. But from the 1.068 it's 240 plus 84 --

THE COURT: 84,000.

MR. KARACSONYI: -- and then a finding, obviously, that that's secured with the --

THE COURT: It'll be 324,000 from that 1,068,000. And that's from the -- that's for spousal support. So that way, depending on what Supreme Court does, I can adjust that. It'll be 7,000. The 240's for the past year, because some of that should have been rental, which I don't know what that was. But I estimated 13,000. I'll adjust that based on what the rentals actually are, or depending on what the Supreme

Court does in the final determination. I'll offset that to make sure if anyone got gypped, we'll -- according to that. And the 84,000 would be the 7,000, which is to augment the rentals. Going forward, I was counting them to be 13,000. It may not be that much, but so be it.

We'll have you pay that 324,000. I think that's in a blocked account, so there shouldn't be any problem getting that by the close of business this Friday. Is -- I don't know if there's --

MR. KARACSONYI: No, we have an order, actually, Your Honor, that you could just fill in the amount she gets from the funds on deposit. We left it fill in the blank, if they want to look it over. It's got --

THE COURT: So we'll order that 324,000 from the 1,068,000 to be paid by the close of business of June 5th.

MR. KARACSONYI: Well, they can't pay it anyways. It's blocked. We just need an order to go to Bank of Nevada.

THE COURT: Whatever you need -- okay.

MR. KARACSONYI: I got an order there that he -- you could just fill in the amount, write it in. I -- I -- I just put that she gets a certain sum, and that the rest of it's still enjoined. So I think the order covers --

THE COURT: The deeds will be transferred by the -- 5:00 o'clock, June 12th, I think is what we had.

MR. DICKERSON: Larry Birch.

MR. KARACSONYI: Larry Birch, they have.

THE COURT: And then the Larry Birch, the 32,000, we need that order right away for Mr. Birch to be --

MR. KARACSONYI: Oh, yeah. What's the due date --

THE COURT: -- from that, as well.

MR. KARACSONYI: -- for the 75,000 reimbursement for --

MR. DICKERSON: That's on the 5th.

MR. KARACSONYI: Oh, the 5th of June?

MS. FORSBERG: The -- the 75,000?

MR. KARACSONYI: Yeah. The 75,000 --

THE COURT: The 75,000, how do you -- how do you plan on paying that? I had kind of had it from Mr. Nelson and --

MS. FORSBERG: It's in the trust, so --

THE COURT: -- from the ELN trust. So I had it from both of them. I didn't kind of appropriate or do half and half, so do you need time to come up with the 75,000? I don't know if the ELN trust --

MR. LUSZECK: That might be a couple weeks to be able to address that issue.

THE COURT: Okay.

MR. LUSZECK: I mean, if they're getting 324,000 --

THE COURT: I think the 75,000 --

MS. FORSBERG: They're not --

MR. LUSZECK: Yeah --

THE COURT: -- you want to get that, I'll give you some time. Can we have the 75,000 -- what's the date today? The 5th? If I give you two weeks --

MR. DICKERSON: Or by the 16th?

THE COURT: Yeah. By the 16th? It gives you time to look after some problems. We'll look at it then. Is that --

MS. FORSBERG: Look at some problems, bring it to the Court if there's a problem.

THE COURT: All right. (Indiscernible) the problem on the 16th. But if there's a problem, I don't need an extra motion on that. But let's say that's due and payable by --

MR. DICKERSON: Have it by the 15th. Or no, the 16th --

THE COURT: The 16th is a Monday, so why don't we make that due and payable on the 16th. Come with check in hand if you have it, or resolve it that way? And if there's an issue --

MR. LUSZECK: If not, we'll advise you of issues.

MS. FORSBERG: We'll advise issue --

THE COURT: If there's not, we'll deal with it on

the 16th --

MS. FORSBERG: Uh-huh.

THE COURT: -- if there's an issue. Fair enough for everyone?

MR. DICKERSON: That would be fine.

THE COURT: So we have the 75,000 -- let's make it this way. The $75,000 due by the close of business on June 16th, by 5:00 o'clock. That way if there is an issue, we'll address it at that hearing.

MS. FORSBERG: Okay.

THE COURT: And that way, you won't have to worry about any contempt proceedings on that. Is that fair enough for everybody? Is that order clear? Did I make myself clear on all that?

MR. NELSON: Your Honor, if I may --

THE COURT: Sure.

MR. NELSON: -- I'm just going to address the situation, because it's going to hit a -- a difficult situation, because I'm in that Lindell property. It is required for me to be in that -- I have thousands of documents that I'm doing -- going through a bankruptcy case in Mississippi. I'm going through the source --

THE COURT: And you're worried that she's going to throw you out --

MS. FORSBERG: Yes. That's what we're worried about --

MR. NELSON: -- litigation. If they try to kick me out after one day, I'd prefer that -- if -- if I -- if they do not kick me out, give me that leeway for one year with no rent. I will be out of that property in a year then, if we can't get this settled.

THE COURT: As far as that, if you --

MR. DICKERSON: No one year no rent.

THE COURT: Well, why don't we -- at least at that time, we'll sit there -- if you plan on evicting him, bring it to this Court first. That would --

MR. DICKERSON: Okay.

THE COURT: -- let's look at that. If we need to get that (indiscernible) fair amount of rental, because you're entitled to rental for that. Well, I'm not saying he's getting the rent --

(Whispered conversation)

THE COURT: -- I'm not saying he's getting rent free for a year. I'm just saying, before we do it, let's look at it and see what's going on.

MR. KARACSONYI: You're saying just to submit the issue to you before taking any action?

THE COURT: Action. If there's some things going

on, to see what we can do, and we can look at if rent's an issue.

MR. KARACSONYI: We'll put that in the order, that it'll be submitted to you before any action.

THE COURT: If that is on (indiscernible) and we look at those issues. And again, depending on what happens with the Supreme Court, we'll adjust rentals if we have to. All right?

MR. KARACSONYI: And then we gave him the order for Birch. I think he wanted his order today. Is that -- was that order acceptable?

MR. LUSZECK: I haven't had a chance to look at it, because everybody was talking. I was going to do it right now.

MR. KARACSONYI: Okay.

MR. LUSZECK: Sorry.

MR. KARACSONYI: All right.

THE COURT: All right?

MR. KARACSONYI: And then -- and then we have a separate order with the fill in the blank on the amount that she gets from the account we -- we can present to the Court. I think that you'll find it to be acceptable. It's very simple. It doesn't have any findings. It just says --

THE COURT: What it is, I'll have you kind of read

those in the anterooms if you want. If there's any problems, just take them back. If it's okay, just sign them, bring them up, and I'll sign. If there was any problems, I'll take you back, because I think we're ready to go to -- do I got any juveniles on for today?

MS. FORSBERG: You have somebody out there.

THE COURT: We've got a -- what do we got?

THE CLERK: There's a TPO that's kicked over here because of the conflict.

THE COURT: Oh, okay.

THE CLERK: Just need a trial date.

THE COURT: Okay. Looks like I'm going to sneak one in here, but I'll be here. And then we're going to jump right in to our order to show cause.

MR. KARACSONYI: So we'll take five --

THE COURT: Okay. I want you to take that. Why don't we take a break, I'll sneak the juvenile case in, and if there's any issues, let me know. Then we'll jump right in to the OSC. I appreciate everyone's time and efforts on this case.

(PROCEEDINGS CONCLUDED AT 10:17:33)

* * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribe the digital proceedings in the above-entitled case to the best of my ability.

/S/ Susan LaPooh

Susan LaPooh, CET**D-576

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09/22/2014 02:23:03 PM

CLERK OF THE COURT

NEOJ
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DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff/Counterdefendant, v. LYNITA SUE NELSON, Defendant/Counterclaimant.	CASE NO. D-09-411537-D DEPT NO. "O"
ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and LSN NEVADA TRUST dated May 30, 2001, Necessary Parties (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)	NOTICE OF ENTRY OF ORDER DETERMINING DISPOSITION OF DYNASTY DEVELOPMENT MANAGEMENT, INC. AKA WYOMING DOWNS
MATT KLABACKA, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Counterclaimant and Crossclaimant, v. LYNITA SUE NELSON and ERIC NELSON, Purported Cross-Defendant and Counterdefendant,	

LYNITA SUE NELSON,

Counterclaimant, Cross-Claimant, and/or Third Party Plaintiff,

v.

ERIC L. NELSON, individually and as the Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; MATT KLABACKA, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Counterdefendant, and/or Cross-Defendants, and/or Third Party Defendants.

TO: ERIC L. NELSON, Plaintiff; and

TO: RHONDA K. FORSBERG, ESQ., of RHONDA K. FORSBERG, CHTD., Attorneys for Plaintiff;

TO: MARK A. SOLOMON, ESQ., and JEFFREY P. LUSZECK, ESQ., of SOLOMON, DWIGGINS & FREER, LTD., Attorneys for the Eric L. Nelson Nevada Trust:

PLEASE TAKE NOTICE that an ORDER DETERMINING DISPOSITION OF DYNASTY DEVELOPMENT MANAGEMENT, INC. AKA WYOMING DOWNS was entered in the above-entitled matter on September 18, 2014, a copy of which is attached.

DATED this 22nd day of September, 2014.

THE DICKERSON LAW GROUP

By _____

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
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Attorneys for Defendant

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON LAW GROUP, and that on this 22nd day of September, 2014, I caused the above and foregoing document entitled **NOTICE OF ENTRY OF ORDER DETERMINING DISPOSITION OF DYNASTY DEVELOPMENT MANAGEMENT, INC. AKA WYOMING DOWNS** to be served as follows:

[X] pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

[X] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

[ ] pursuant to EDCR 7.26, to be sent via **facsimile,** by duly executed consent for service by electronic means;

[ ] by hand-delivery with signed Receipt of Copy.

To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

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Attorneys for Distribution Trustee of the
ERIC L. NELSON NEVADA TRUST
dated May 30, 2001

DISTRICT COURT

COUNTY OF CLARK, NEVADA

ERIC L. NELSON,

Plaintiff

vs.

LYNITA SUE NELSON, LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Defendants.

LANA MARTIN, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Cross-claimant,

vs.

LYNITA SUE NELSON,

Cross-defendant.

Case No.: D411537

Dept.: O

ORDER DETERMINING DISPOSITION OF DYNASTY DEVELOPMENT MANAGEMENT, INC. aka WYOMING DOWNS

Date of Hearing: May 30, 2014

Time of Hearing: 9:00 a.m.

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ORDER

An evidentiary hearing on the disposition of Dynasty Development Management, LLC aka Wyoming Downs (hereinafter referred to as "Wyoming Downs") came on for hearing on this 30th day of May, 2014, before the Honorable Frank P. Sullivan. Mark A. Solomon, Esq. and Jeffrey P. Luszeck, Esq., of Solomon Dwiggins & Freer, Ltd., appeared on behalf of the Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 ("ELN Trust"). Robert P. Dickerson, Esq. and Josef M. Karacsonyi, Esq., of the Dickerson Law Group, appeared on behalf of Lynita S. Nelson and the LYNITA S. NELSON NEVADA TRUST dated May 30, 2001 ("LSN Trust"), and Lynita S. Nelson was present. Rhonda K. Forsberg, Esq., of Rhonda K. Forsberg Chartered, appeared on behalf of Eric L. Nelson, and Eric L. Nelson was present. The Court having reviewed and analyzed the pleadings and papers on file herein, the testimony and exhibits proferred, and having heard the arguments of Counsel and the Parties, finds good cause to enter the following order:

THE COURT HEREBY FINDS that at the time the Court entered its Decree of Divorce on June 3, 2013 ("Divorce Decree"), it was without sufficient information to make a determination regarding the disposition of Wyoming Downs. The Court was concerned about how Wyoming Downs was purchased due to the fact that there was a motion to release monies from the $1,680,000 previously enjoined in David Stephen, Esq.'s trust account for the purchase of Wyoming Downs, which motion was denied. The motion to release monies was filed after the purchase agreement for Wyoming Downs was entered into. Although the Court does not believe it has any probative value to the issue, it will note that Lynita S. Nelson opposed the acquisition of Wyoming Downs as a non-performing asset, and took the position that the ELN Trust and Eric Nelson were taking community assets and dissipating them.

THE COURT FURTHER FINDS that Dynasty Development Management, LLC ("Dynasty") was organized as a Nevada LLC on April 26, 2011, with the ELN Trust as its sole member, and with Eric L. Nelson as its manager.

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THE COURT FURTHER FINDS that in or around November 2011, Banone LLC loaned $75,000 to Dynasty, which Dynasty utilized as an earnest money deposit toward the purchase of Wyoming Downs.

THE COURT FURTHER FINDS that Wyoming Downs was purchased around November 16, 2011, by Dynasty for $440,000, which represented a purchase price of $400,000 and a buyer's premium of $40,000.

THE COURT FURTHER FINDS that Dynasty's purchase of Wyoming Downs was financed through debt by Henderson Capital Group, LLC ("Henderson Capital"), a hard money lender.

THE COURT FURTHER FINDS that the ELN Trust entered into a promissory note in favor of Henderson Capital in the amount of $700,000. Out of the $700,000 borrowed $100,000 was taken out for prepayment of fees and interest. The remaining $600,000 in loan proceeds, plus $175.46 for tax reimbursement, and the $75,000 earnest money deposit (for a total of $675,175.46), was applied at closing as follows: $400,000 for the purchase price, $40,000 for the buyer's premium, $30,389 in settlement charges, and $10,000 for an extension fee FOR A TOTAL OF $480,839.00. Accordingly, at closing a total of $194,336.46 ($675,175.46-$480,839.00) of equity was available to pull out. Eric L. Nelson testified that from the $194,336.46, $75,000 was paid back to Banone, LLC, leaving new money of $119,336.46.

THE COURT FURTHER FINDS that although Wyoming Downs was acquired by the ELN Trust during the pendency of the marriage between Eric L. Nelson and Lynita S. Nelson, the Court does not find it to be community property as it was clearly purchased through Dynasty, an entity wholly owned by the ELN Trust and the Court maintained the ELN Trust. The Court found no facts leading it to conclude Lynita S. Nelson or the LSN Trust has an interest in Wyoming Downs. The Court maintained the integrity of the ELN Trust and LSN Trust for the reasons set forth in the Divorce Decree.

THE COURT FURTHER FINDS that there was no transmutation of Wyoming Downs from separate property to community property, even assuming that Wyoming Down was separate property of Eric L. Nelson, and not the property of the ELN Trust, separate and distrinct from Eric L. Nelson.

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THE COURT FURTHER FINDS that the Court went through great efforts in the Divorce Decree to maintain the integrity of the ELN Trust and LSN Trust to give the parties protection from third-party creditors and give them the benefits of the spendthrift trusts, while applying the principles of equity, fairness and constructive trust to remedy the transactions that the Court felt were done to the detriment of Lynita S. Nelson and the LSN Trust, and without compensation, and to the benefit of Eric L. Nelson and the ELN Trust. However, the Court finds it inappropriate to apply such principles of equity, fairness and constructive trust to Wyoming Downs because at the time Wyoming Downs was acquired by Dynasty, Lynita S. Nelson was no longer taking advice from Eric L. Nelson, the ELN Trusts and LSN Trust were being treated as separate and distinct entities, and the Court was not concerned that Wyoming Downs was acquired as a result of any breach of fiduciary duty to Lynita S. Nelson or the LSN Trust.

THE COURT FURTHER FINDS that it was concerned about the loan from Banone, LLC to Dynasty. The Court awarded the Banone, LLC properties to Lynita S. Nelson for the reasons stated in the Divorce Decree. The $75,000 loan was the source of earnest money deposit that made it possible for Dynasty to bid on and purchase Wyoming Downs.

THE COURT FURTHER FINDS that it was troubled by the conduct during discovery. Although many of Lynita S. Nelson's document requests and deposition questions in discovery were overly broad and/or might have been beyond the scope of the evidentiary hearing on Wyoming Downs, the ELN Trust's production of documents and responses to deposition questions were not in good faith, and additional documents and testimony should have been proferred. The Court felt the discovery responses were stonewalling, which has been the case from day one; it has been very difficult for this Court to get information. During the deposition of Eric L. Nelson and the ELN Trust, they failed to answer any questions of substance, and the responses to requests for production could have provided a lot more information, including information concerning issues the ELN Trust raised at the time of trial

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THE COURT FURTHER FINDS that based on the ELN Trust's and Eric L. Nelson's failure to produce documents or testimony during discovery they were precluded, pursuant to NRCP 37(c)(1) and (b)(2), from introducing such evidence at trial. The Court notes that the ELN Trust attempted to introduce documents allegedly showing repayment of the loan to Banone, LLC at the evidence stage which were not provided during discovery, which was inappropriate. If a party will not produce documents during discovery it cannot introduce same into evidence at trial.

THE COURT FURTHER FINDS that while Eric L. Nelson testified that the $75,000 was paid back, there was no other evidence to corroborate his testimony. The Court was troubled by the testimony of Eric L. Nelson regarding the repayment of $75,000 to Banone. The Court has made specific findings regarding Eric L. Nelson's credibility issues or lack thereof, and so have other Courts, including the bankruptcy court which has made some other findings as far as credibility. Accordingly, the Court is not inclined to rely upon the testimony of Eric L. Nelson as to the repayment of the $75,000 loan absent corroborating evidence.

THE COURT FURTHER FINDS that, in accordance with the findings set forth above, there was no evidence that the loan to Banone, LLC was repaid. The ELN Trust and Eric L. Nelson should repay to the LSN Trust the $75,000 earnest money deposit which made it possible for Dynasty to purchase Wyoming Downs.

NOW, THEREFORE,

IT IS HEREBY ORDERED that Dynasty Development Management, LLC aka Wyoming Downs belongs to the ELN Trust.

IT IS FURTHER ORDERED that neither Lynita S. Nelson nor the LSN Trust are entitled to an interest in Dynasty Development Management, LLC aka Wyoming Downs.

IT IS FURTHER ORDERED that the ELN Trust and Eric L. Nelson shall pay the LSN Trust $75,000 as repayment for the $75,000 loan that Banone LLC made to Dynasty Development Management, LLC in or around November 2011.

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IT IS FURTHER ORDERED that this Order disposes of the last known property to be adjudicated between the Parties.

DATED this 9th day of ~~August,~~ September 2014.

DISTRICT COURT JUDGE
FRANK P. SULLIVAN

Submitted by:

SOLOMON DWIGGINS & FREER, LTD.

By: _____
MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
JEFFREY P. LUSZECK
Nevada State Bar No. 9619
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9060 West Cheyenne Avenue
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Attorneys for Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001

Approved as to Form and Content:

RHONDA K. FORSBERG CHARTERED

By: _____
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64 N. Pecos Road, Suite 800
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Attorneys for Eric L. Nelson

Approved as to Form and Content:

THE DICKERSON LAW GROUP

By: _____
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CLERK OF THE COURT

NEOJ
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Attorneys for LYNITA SUE NELSON

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON,

Defendant/Counterclaimant.

CASE NO. D-09-411537-D
DEPT NO. "O"

ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and LSN NEVADA TRUST dated May 30, 2001,

Necessary Parties (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)

MATT KLABACKA, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Counterclaimant and Crossclaimant,

v.

LYNITA SUE NELSON and ERIC NELSON,

Purported Cross-Defendant and Counterdefendant,

NOTICE OF ENTRY OF ORDER FROM JULY 22, 2013 HEARING ON LYNITA NELSON'S MOTION TO AMEND OR ALTER JUDGMENT, FOR DECLARATION AND RELATED RELIEF

LYNITA SUE NELSON,

Counterclaimant, Cross-Claimant, and/or Third Party Plaintiff,

v.

ERIC L. NELSON, individually and as the Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; MATT KLABACKA, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Counterdefendant, and/or Cross-Defendants, and/or Third Party Defendants.

TO: ERIC L. NELSON, Plaintiff; and

TO: RHONDA K. FORSBERG, ESQ., of RHONDA K. FORSBERG, CHTD., Attorneys for Plaintiff;

TO: MARK A. SOLOMON, ESQ., and JEFFREY P. LUSZECK, ESQ., of SOLOMON, DWIGGINS & FREER, LTD., Attorneys for the Eric L. Nelson Nevada Trust:

PLEASE TAKE NOTICE that an ORDER FROM JULY 22, 2013 HEARING ON LYNITA NELSON'S MOTION TO AMEND OR ALTER JUDGMENT, FOR DECLARATION AND RELATED RELIEF was entered in the above-entitled matter on September 18, 2014, a copy of which is attached.

DATED this 22nd day of September, 2014.

THE DICKERSON LAW GROUP

By _____
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
KATHERINE L. PROVOST, ESQ.
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1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Defendant

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON LAW GROUP, and that on this 22nd day of September, 2014, I caused the above and foregoing document entitled **NOTICE OF ENTRY OF ORDER FROM JULY 22, 2013 HEARING ON LYNITA NELSON'S MOTION TO AMEND OR ALTER JUDGMENT, FOR DECLARATION AND RELATED RELIEF** to be served as follows:

[X] pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

[X] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

[ ] pursuant to EDCR 7.26, to be sent via **facsimile**, by duly executed consent for service by electronic means;

[ ] by hand-delivery with signed Receipt of Copy.

To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

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ORDR

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Attorneys for LYNITA SUE NELSON

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON, Plaintiff/Counterdefendant, v. LYNITA SUE NELSON, Defendant/Counterclaimant.	CASE NO. D-09-411537-D DEPT NO. "O"
ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and LSN NEVADA TRUST dated May 30, 2001, Necessary Parties (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)	
LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,	

Necessary Party (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)/ Purported Counterclaimant and Crossclaimant,

v.

LYNITA SUE NELSON and ERIC NELSON,

Purported Cross-Defendant and Counterdefendant

LYNITA SUE NELSON,

Counterclaimant, Cross-Claimant, and/or Third Party Plaintiff,

v.

ERIC L. NELSON, individually and as the Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; LANA MARTIN, individually, and as the current and/or former Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and as the former Distribution Trustee of the LSN NEVADA TRUST dated May 30, 2001);

Counterdefendant, and/or Cross-Defendants, and/or Third Party Defendants.

ORDER FROM JULY 22, 2013 HEARING ON LYNITA NELSON'S MOTION TO AMEND OR ALTER JUDGMENT, FOR DECLARATORY AND RELATED RELIEF

This matter coming on for hearing on this 22nd day of July, 2013 before the Honorable Frank P. Sullivan, on Lynita Nelson ("Lynita")'s Motion to Amend or Alter

Judgment, for Declaratory and Related Relief filed June 17, 2013, the Opposition to Motion filed by the Eric L. Nelson Nevada Trust dated May 30, 2011 ("ELN Trust") on July 5, 2013, the Joinder to Opposition filed by Eric Nelson ("Eric") on July 8, 2013, and Lynita Nelson's Reply to Opposition filed July 11, 2013; Robert P. Dickerson, Esq., and Katherine L. Provost, Esq., of the Dickerson Law Group, appearing on behalf of Defendant, Lynita Nelson, and Defendant being present; Rhonda K. Forsberg, Esq., of Rhonda K. Forsberg, Chtd., appearing on behalf of Plaintiff, Eric Nelson, and Plaintiff being present; and Mark P. Solomon, Esq., and Jeffrey P. Luszeck, Esq., of Solomon, Dwiggins & Freer , Ltd., appearing on behalf of Third-Party Defendant, Nola Harber, Distribution Trustee[1] of the Eric L. Nelson Nevada Trust. The Court having reviewed and analyzed the pleadings and papers on file herein, having researched the issues presently before the Court, and having heard the arguments of counsel and the parties, and good cause appearing therefore,

THE COURT HEREBY FINDS that the ELN Trust has no objection to Lynita's request for the Court to enter more specific orders concerning the Mississippi Properties awarded to each individual party by the Court's June 3, 2013 Decree of Divorce as set forth in Lynita's Motion. As such, the Court will grant the requested relief.

THE COURT FURTHER FINDS that the ELN Trust has no objection to Lynita's request for the execution of two (2) Corrected Quitclaim Deeds concerning the Mississippi Properties awarded to the LSN Nevada Trust by the Court's June 3, 2013 Decree of Divorce as set forth in Lynita's Motion. As such, the Court will grant the requested relief and Eric Nelson, as Investment Trustee of the ELN Trust, shall execute the two (2) Corrected Quitclaim Deeds referenced above by 5:00 p.m. on Friday, July 26, 2013.

. . .

[1]There remains a pending dispute before the Nevada Supreme Court in Case 63432 and Case 63545 regarding Nola Harber's standing as Distribution Trustee for the Eric L. Nelson Nevada Trust.

THE COURT FURTHER FINDS that the ELN Trust has objected to Lynita's request for the execution of two (2) Grant, Bargain, Sale Deeds prepared by Mrs. Nelson's Mississippi counsel concerning the Mississippi Properties awarded to the LSN Nevada Trust by the Court's June 3, 2013 Decree of Divorce. The Court further finds that the ELN Trust has no objection to the execution of Quitclaim Deeds for such properties or to the execution of Corrected Grant, Bargain, Sale Deeds which reflect that the same are being executed without warranties of any kind to the property. As the Court desires for the parties to reach a resolution of this issue, the Court requests that counsel address and reach agreement concerning the execution of the remaining deeds for the Mississippi property by 5:00 p.m. on Friday, July 26, 2013. If counsel cannot reach agreement concerning the execution of the remaining deeds for the Mississippi Properties by 5:00 p.m. on Friday, July 26, 2013, counsel should communicate with the Court so that the issue can be set for a status check hearing and resolved by the Court.

THE COURT FURTHER FINDS that Lynita tendered thirteen (13) Quitclaim Deeds for Banone, LLC properties located in Clark County, Nevada and one (1) Quitclaim Deed for the property located at 3611 S. Lindell Road, Las Vegas, Nevada to counsel for Nola Harber, Distribution Trustee[2] of the Eric L. Nelson Nevada Trust. in open court during today's proceedings.

THE COURT FURTHER FINDS that the transfer of assets between the ELN Trust and LSN Trust as set forth in the June 3, 2013 Decree of Divorce, specifically the real property assets and interests in deeds of trust detailed in the Decree is not an irreversible transfer. Accordingly, the Court is going to require execution of the tendered deeds, as well as any and all additional deeds, assignments, or other instruments that may be tendered and required to effectuate the transfer of assets awarded as set forth in the June 3, 2013 Decree of Divorce by 5:00 p.m. on

[2]There remains a pending dispute before the Nevada Supreme Court in Case 63432 and Case 63545 regarding Nola Harber's standing as Distribution Trustee for the Eric L. Nelson Nevada Trust.

Wednesday, July 31, 2013 absent the entry of a stay of this transfer by the Nevada Supreme Court.

THE COURT FURTHER FINDS that having listened to the arguments of counsel concerning the sale of two (2) Banone, LLC properties, which was completed by Banone, LLC through Eric Nelson, Manager, during the course of the divorce proceedings, including the ELN Trust's proposal that Lynita receive, and Banone, LLC transfer, the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle to the LSN Trust to resolve the issue concerning said property as set forth in Lynita's Motion, and Eric's representation that the $88,166 Promissory Note and associated Deed of Trust is a performing note with monthly interest only payments required to be made by the borrower at 8% interest and the full balance of the Note due in December 2015, the Court will require the transfer of the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle to the LSN Trust. Additionally, the Court will require a one (1) time cash payment of $63,000 from Eric Nelson to Lynita as compensation for the sale of the Banone, LLC property located at 5704 Roseridge Avenue on or before 5:00 p.m. on July 31, 2013 absent the entry of a stay of this transfer by the Nevada Supreme Court.

THE COURT FURTHER FINDS that having listened to the arguments of counsel concerning the Wyoming Downs property discussed in Lynita's Motion and the June 3, 2013 Decree, that it does not have sufficient information to make a determination at this time as to the characterization or disposition of this asset. The Court is not inclined to divide this asset 50/50 between the parties without additional information which can only be obtained by holding an evidentiary proceeding. At the same time the Court does not desire to prolong the resolution of this divorce action including either party's ability to appeal the decision of this Court. To move the case forward, the Court will consider the June 3, 2013 Decree of Divorce as a final judgment in this action and will treat the unresolved issues concerning Wyoming Downs/Dynasty

. . .

Development Management, LLC as an omitted asset pursuant to Amie v. Amie, 106 Nev. 541, 796 P.2d. 233 (1990), addressing the same in a post-judgment action.

NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that, there being no objection to the request made by Lynita Nelson, pursuant to the June 3, 2013 Decree of Divorce, the following Mississippi properties shall remain in or be transferred into the ERIC L. NELSON NEVADA TRUST u/a/d 5/30/01:

(1) Parcel ID 176-0-13-086.001 - Lots 107 & 18-37, Land In Water Ranchettes;

(2) Parcel ID 176-0-13-086.002 - Lots 8-17, Land in Water Ranchettes;

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that, as stipulated, the following Mississippi properties shall remain in or be transferred into the LSN NEVADA TRUST u/a/d 5/30/01:

(1) Parcel ID 164P-0-19-063.000 - Lots 1-16, Block 79, Gulfview Subdivision and Part of abandoned Waite & Michigan Street

(2) Parcel ID 164K-0-20-014.000 - Lots 7 & 8, Block 93, Gulfview Subdivision

(3) Parcel ID 164K-0-20-016.000 - Parcels D, E, & K and Part Lots 4 & 5, Block 103 Gulfview Subdivision

(4) Parcel ID 164K-0-20-017.000 - Parts of Lots B & C, Block 103 Gulfview Subdivision

(5) Parcel ID 164K-0-20-017.001 - Part of Lots 2, 3 and Part of 13-16, Block 103, Gulfview Subdivision

(6) Parcel ID 164K-0-20-018.000 - Lot A and 1, Block 103, Gulfview Subdivision

(7) Parcel ID 164Q-0-20-015.000 - Part of Lot 7, Block 103, Gulfview Subdivision, Parcel G

(8) Parcel ID 164Q-0-20-016.000 - Part of Lots F and 6. Block 103, Gulfview Subdivision

(9) Parcel ID 164L-0-19-071.000 - Lot 5, Block 82, Gulfview (L-3-72)

...

...

...

(10)[3] Parcel ID 164F-0-18-003.000 - Part of the NE 1/4 of SE 1/4 Section 18, Township 9 South, Range 14 West

(11)[4] Parcel ID 164F-0-18-003.001 - Part of the NE 114 of SE 1/4 South of Railroad

(12)[5] Parcel ID 164F-0-18-003.002 - Part of the SE 1/4-SE 1/4, Section 18, Township 9 South, Range 14 West

(13) Parcel ID 164K-0-20-001.000 - All of Block 88, Gulfview Subdivision

(14) Parcel ID 164K-0-20-002.000 - All of Block 89, Gulfview Subdivision

(15) Parcel ID 164K-0-20-003.000 - All of Block 90 Gulfview Subdivision

(16) Parcel ID 164K-0-20-004.000 - All of Block 91, Gulfview Subdivision

(17) Parcel ID 164K-0-20-005.000 - Lots 1 & 2, Block 92, Gulfview Subdivision (T-4-50 AA53-51)

(18) Parcel ID 164K-0-20-006.000 - Lot 3, Block 92, Gulfview Subdivision

(19) Parcel ID 164K-0-20-007.000 - Lot 4, Block 92, Gulfview Subdivision

(20) Parcel ID 164K-0-20-008.001 - Lots 9 & 10, Block 92, Gulfview Subdivision and part of abandoned Michigan Street

(21) Parcel ID 164K-0-20-009.000 - Lot 11 , Block 92, Gulfview Subdivision

(22) Parcel ID 164K-0-20-012.000 - Lot 14, Block 92, Gulfview Subdivision

(23) Parcel ID 164K-0-20-020.000 - Lots 13, 20, and east half of Lots 14 & 19, Block 10, Gulfview Subdivision

(24) Parcel ID 164K-0-20-022.000 - Part of Lots 9-12 and water lot, Gulfview Subdivision

(25) Parcel ID 164K-0-20-024.000 - Part of Block 104 Gulfview Subdivision and Lots 21-24 Water Lot

(26) Parcel ID 164K-0-20-028.000 - Lots 12, 21 -24, Block 104, Gulfview Subdivision

(27) Parcel ID 164K-0-20-029.000 - Lot 17, Block 104 , Gulfview Subdivision

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[3] Title to this property is held in the name of Grotta Financial Partnership, an entity in which the LSN Trust holds a 16.67% interest.

[4] Title to this property is held in the name of Grotta Financial Partnership, an entity in which the LSN Trust holds a 16.67% interest.

[5] Title to this property is held in the name of Grotta Financial Partnership, an entity in which the LSN Trust holds a 16.67% interest.

(28) Parcel ID 164K-0-20-030.000 - Lots 1-16, Block 105, Gulfview Subdivision

(29) Parcel ID 164K-0-20-031.000 - Part of Lots 11 & 12, Block 112 Gulfview Subdivision and part of abandoned Ladner Street

(30) Parcel ID 164K-0-20-032.000 - Part of Lots 12 & 13, (74'xl50') Block 11, Gulfview Subdivision

(31) Parcel ID 164K-0-20-033.000 - All of Lot 14 , Part of Lots 10-12 & Part of Auston Street, Block 112, Gulfview Subdivision

(32) Parcel ID 164K-0-20-034.000 - Part of Lots 10 & 11, Block 112 Gulfview Subdivision

(33) Parcel ID 1 64K-0-20-035.000 - Part of Lots 1, 2, 13-16, Block 112, Gulfview Subdivision

(34) Parcel ID 164K-0-20-037.000 - Lots 1-14, Block 106, Gulfview Subdivision

(35) Parcel ID 164K-0-20-038.000 - Part of Lots 3-6, All of 7-11, Part of 12-15, Block 111 , Gulfview Subdivision

(36) Parcel ID 164K-0-20-041.000 - Part of Lots 1-5 & 15-16, Block 111, Gulfview Subdivision

(37) Parcel ID 164K-0-20-042.000 - All of Block 113, Gulfview Subdivision

(38) Parcel ID 164K-0-20-044.000 - Part of Block 110, Gulfview Subdivision

(39) Parcel ID 164K-0-20-046.000 - All of Block 107, Gulfview Subdivision

(40) Parcel ID 164K-0-20-047.000 - All of Block 108, Gulfview Subdivision

(41) Parcel ID 164K-0-20-048.000 - All of Block 109,Gulfview Subdivision

(42) Parcel ID 164K-0-20-049.000 - Lots 1-16, Block 115, Gulfview Subdivision

(43) Parcel ID 164L-0-19-052.000 - Lot 9, Block 61, Gulfview Subdivision

(44) Parcel ID 164L-0-19-053.000 - All of Block 61 except Lot 9, Gulfview Subdivision

(45) Parcel ID 164L-0-19-064.000 - Lots 1 -4 & 13-16, Block 70, Gulfview Subdivision

(46) Parcel ID 164L-0-19-080.001 - Lots 15 & 16, Block 83, Gulfview Subdivision & part of abandoned Michigan Street

(47) Parcel ID 1640-0-17-053.000 - Block 40-A, 4 & 5, Chalona Beach AA-17

(48) Parcel ID 164K-0-20-023.000 - Lots 9-12, Block 104, Gulfview Subdivision

(49) Parcel ID 164K-0-20-023.001 - Part of Block 104, Gulfview Subdivision

(50) Parcel ID 164P-0-19-059.000 - Lots 9-12 Block 82, Gulfview Subdivision

IT IS FURTHER ORDERED that, there being no objection, Eric Nelson, as Investment Trustee of the ELN Trust, shall execute the two (2) Corrected Quitclaim Deeds for the Mississippi Properties as more particularly described in this Order by 5:00 p.m. on Friday, July 26, 2013.

IT IS FURTHER ORDERED that, counsel shall address and reach agreement concerning the execution of the remaining deeds for the Mississippi Properties as more particularly described in this Order by 5:00 p.m. on Friday, July 26, 2013. If counsel cannot reach agreement concerning the execution of the remaining deeds for the Mississippi Properties by 5:00 p.m. on Friday, July 26, 2013, counsel should communicate with the Court so that the issue can be set for a status check hearing and resolved by the Court.

IT IS FURTHER ORDERED that Eric Nelson, whether personally or as Investment Trustee of the ELN Trust, and/or in his capacity as Manager of Banone, LLC, shall execute the thirteen (13) Banone, LLC Quitclaim Deeds tendered in open court today, the one (1) Lindell Road Quitclaim Deed, as well as any and all additional deeds, assignments, or other instruments that may be tendered and required to effectuate the transfer of assets awarded as set forth in the June 3, 2013 Decree of Divorce by 5:00 p.m. on Wednesday, July 31, 2013 absent the entry of a stay by the Nevada Supreme Court.

IT IS FURTHER ORDERED that, there being no objection, Eric Nelson, as Investment Trustee of the ELN Trust, shall transfer the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle to the LSN Trust. Eric Nelson and the ELN Trust shall also pay to Lynita and the LSN Trust the June and July payments towards the promissory note, and any future payments received towards same before such note is transferred to Lynita and the LSN Trust.

IT IS FURTHER ORDERED that Eric Nelson shall pay to Lynita as compensation for the sale of the Banone, LLC property located at 5704 Roseridge Avenue, the sum of $63,000 on or before 5:00 p.m. on July 31, 2013 absent the entry of a stay by the Nevada Supreme Court.

IT IS FURTHER ORDERED that the June 3, 2013 Decree of Divorce is a final judgment.

IT IS FURTHER ORDERED that the Court will resolve the remaining issues concerning Wyoming Downs/Dynasty Development Management, LLC in post-judgment proceedings, as the Court finds the same to be an omitted asset pursuant to Amie v. Amie, 106 Nev. 541, 796 P.2d. 233 (1990).

IT IS FURTHER ORDERED that the Court will hold a Status Check concerning the execution of deeds and payment of funds pursuant to this Order on August 1, 2013 at 4:00 p.m.

IT IS FURTHER ORDERED that the Court will hold an Evidentiary Hearing concerning Wyoming Downs/Dynasty Development Management, LLC on December 11, 2013 at 1:30 p.m.

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IT IS FURTHER ORDERED that post-judgment discovery shall re-open regarding the acquisition and value of Wyoming Downs/Dynasty Development Management, LLC and shall close on Friday, November 22, 2013.

DATED this 16 day of September, 2014.

DISTRICT COURT JUDGE
FRANK P. SULLIVAN CK

Submitted by:

THE DICKERSON LAW GROUP

By _____

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Lynita S. Nelson

Approved as to Form and Content:

RHONDA K. FORSBERG, CHTD.

By _____

RHONDA K. FORSBERG, ESQ.
Nevada Bar No. 009557
64 N. Pecos Road #800
Henderson, Nevada 89074
Attorneys for Eric L. Nelson

Approved as to Form and ~~Content~~:

SOLOMON, DWIGGINS & FREER, LTD

By _____

MARK A. SOLOMON, ESQ.
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JEFFREY P. LUSZECK, ESQ.
Nevada Bar No. 009619
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Attorneys for ELN Nevada Trust
the distributee trusts of the

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CLERK OF THE COURT

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Attorneys for Matt Klabacka, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001

DISTRICT COURT

COUNTY OF CLARK, NEVADA

ERIC L. NELSON,

Plaintiff

vs.

LYNITA SUE NELSON, LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Defendants.

MATT KLABACKA, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Cross-claimant,

vs.

LYNITA SUE NELSON,

Cross-defendant.

Case No.: D411537

Dept.: O

NOTICE OF APPEAL

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9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TEL: (702) 853-5483 | FAX: (702) 853-5485

Notice is hereby given that MATT KLABACKA, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, hereby appeals to the Supreme Court of Nevada from the: (1) FINDINGS OF FACT AND ORDER entered by this Court on July 11, 2012; (2) ORDER FROM FEBRUARY 23, 2012 HEARING PARTIALLY GRANTING ELN TRUST'S MOTION TO DISMISS THIRD-PARTY COMPLAINT WITHOUT PREJUDICE entered by this Court on August 31, 2012; (3) ORDER FROM JULY 16, 2012 HEARING entered by this Court on October 10, 2012; (4) the DECREE OF DIVORCE entered by this Court on June 3, 2013; (5) ORDER FROM SEPTEMBER 4, 2013 HEARING REGARDING PAYMENT OF LINDELL PROFESSIONAL PLAZA INCOME entered by this Court on September 30, 2013; (6) ORDER DETERMINING DISPOSITION OF DYNASTY DEVELOPMENT MANAGEMENT, INC. AKA WYOMING DOWNS entered by this Court on September 22, 2014; and (7) ORDER FROM JULY 22, 2013, HEARING ON LYNITA NELSON'S MOTION TO AMEND OR ALTER JUDGMENT, FOR DECLARATION AND RELATED RELIEF entered by this Court on September 22, 2014.

Dated this 20th day of October, 2014.

SOLOMON DWIGGINS & FREER, LTD.

By: _____

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Nevada State Bar No. 0418
JEFFREY P. LUSZECK
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Attorneys for Matt Klabacka, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 20, 2014, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the foregoing **NOTICE OF APPEAL**, in the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to EDCR 8.05 (a) and 8.05 (f) and Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the e-mail addresses noted below:

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CLERK OF THE COURT

0001
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Attorneys for LYNITA SUE NELSON

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC L. NELSON,

Plaintiff/Counterdefendant,

v.

LYNITA SUE NELSON,

Defendant/Counterclaimant.

CASE NO. D-09-411537-D
DEPT NO. "O"

ERIC L. NELSON NEVADA TRUST dated May 30, 2001, and LSN NEVADA TRUST dated May 30, 2001,

Necessary Parties (joined in this action pursuant to Stipulation and Order entered on August 9, 2011)

LANA MARTIN, as Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001,

Counterclaimant and Crossclaimant,

v.

LYNITA SUE NELSON and ERIC NELSON,

Purported Cross-Defendant and Counterdefendant,

. . .

LYNITA SUE NELSON, Counterclaimant, Cross-Claimant, and/or Third Party Plaintiff, v. ERIC L. NELSON, individually and as the Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; the ERIC L. NELSON NEVADA TRUST dated May 30, 2001; MATT KLABACKA, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, Counterdefendant, and/or Cross-Defendants, and/or Third Party Defendants.	)

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

DEFENDANT'S MOTION TO ENFORCE THE JUNE 3, 2013 DECREE OF DIVORCE, ADDRESS ISSUES RELATING TO PROPERTY AWARDED TO DEFENDANT IN THE DIVORCE, AND FOR RELATED RELIEF

COMES NOW Defendant, LYNITA SUE NELSON ("Lynita"), by and through her attorneys, ROBERT P. DICKERSON, ESQ., and JOSEF M. KARACSONYI, ESQ., of THE DICKERSON LAW GROUP, and submits the following Memorandum of Points and Authorities in support of her Defendant's Motion to Enforce the June 3, 2013 Decree of Divorce, Address Issues Relating to Property Awarded to Defendant in the Divorce, and for Related Relief ("Motion").

Specifically, Lynita requests the Court:

1) For a ruling addressing the September 4, 2014 Accounting/Banone Properties issues addressed herein, as follows:

. . .

a) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $500, as compensation for the security deposit for the Concord Village property which was wrongfully returned to the vacating tenant;

b) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $78,000 (plus statutory judgment interest from June 3, 2013) as compensation for Eric's release of the debt owed under the JB Ramos Note which was awarded to Lynita by the June 3, 2013 Decree of Divorce, with a due date certain for this payment;

c) For an Order requiring Eric, and the ELN Trust, to provide Lynita with a copy of the original Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle;

d) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $8,816.55 which is the amount collected by Banone, LLC between June 1, 2013 and September 30, 2014, under the Promissory Note and Deed of Trust securing the property located at 2209 Farmouth Circle;

e) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $63,000 (plus statutory judgment interest from June 3, 2013)[1] as compensation for the sale of the property located at 5704 Roseridge Avenue;

f) For an Order finding that Eric and the ELN Trust's deduction of $65,000 in "Management Fees" from the Gross Profits received by Banone, LLC is an invalid deduction and Ordering the same be deleted from the September 4, 2014 Accounting, with this $65,000 being recaptured in the actual Net Income received for the Banone Properties addressed below;

g) For an Order finding that Eric and the ELN Trust's deduction of "50% of Wages Expense - Administrative" from the Gross Profits received by Banone, LLC is an invalid deduction and Ordering the same be deleted from the September 4,

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1 The Court's July 22, 2013 Order required payment of $63,000 to Lynita by 5:00 p.m. on July 31, 2013 to compensate her for her interest in the Roseridge Avenue property which was awarded to her as part of the award of the Banone Properties by the June 3, 2013 Decree of Divorce.

2014 Accounting, with such sums being recaptured in the actual Net Income received for the Banone Properties addressed below;

h) For an Order finding that Eric and the ELN Trust's deduction of "50% of Wages Expense - Maintenance" from the Gross Profits received by Banone, LLC is an invalid deduction and Ordering the same be deleted from the September 4, 2014 Accounting, with such sums being recaptured in the actual Net Income received for the Banone Properties addressed below;

i) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $111,858.35 (plus statutory judgment interest from June 3, 2013) for the actual Net Income received for the Banone Properties, and setting a due date certain for such payment;

j) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $800 per month for the duration of the Heather Ridge lease agreement to compensate Lynita for Eric's decision to rent the property to his nephew for less than market value rent, and setting a due date certain for each such payment; and

k) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $2,700 to compensate Lynita for Eric's decision to allow his niece to occupy the Rusty Ridge property without payment of rent, and setting a due date certain for such payment.

2) For a ruling addressing the Lindell Property Accounting Issues, as follows:

a) For an Order finding that Eric and the ELN Trust's deduction of any sum for "Carli/Garett Health Insurance Premium" from his 2010, 2011, 2012, 2013, and 2014 accountings is an invalid deduction and that the same be deleted from the accountings;

b) For an Order finding that Eric and the ELN Trust's deduction of any sum for "Health/Dental Insurance Lynita Portion" from his 2010, 2011, 2012, and January through June 2013 accountings is an invalid deduction and that the same be deleted from the accountings;

c) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of at least $41,843.89, as and for the remainder of the Lindell Property income which is due and owing to Lynita for following consideration and revision of all accountings (plus statutory judgment interest from June 3, 2013), and setting a due date certain for such payment;

d) For an Order confirming that neither Lynita nor Eric has any court ordered financial obligations for Garett Nelson and that any future attempt by Eric or the ELN Trust to deduct or offset any amount owed by Eric and/or the ELN Trust to Lynita shall be deemed an improper deduction, removed from any accounting, and will subject Eric and/or the ELN Trust to the penalties of contempt for willful violation of this Court's orders;

e) For an Order confirming that Eric and the ELN Trust's continuous use and occupancy of the Lindell Property requires payment of rental income to the Lindell Property and establishing fair market rent at $3,200 per month, beginning May 6, 2009[2];

f) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $67,200 (plus statutory judgment interest from June 3, 2013), to compensate Lynita for Eric and the ELN Trust's continuous use and occupancy of the Lindell Property from May 6, 2009 through June 30, 2013, and setting a due date certain for such payment;

g) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $51,200, to compensate Lynita for Eric and the ELN Trust's continuous use and occupancy of the Lindell Property from July 1, 2013 through October 30, 2014, and setting a due date certain for such payment;

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2 Eric filed his Complaint for Divorce on May 6, 2009.

h) For an Order requiring Eric, the ELN Trust, and all associated business entities, to vacate the Lindell Property within seven (7) days of hearing of this Motion;

I) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $375 as compensation for the cost of removing the metal gate which Eric had installed at the Lindell Property without authority; and

j) For an Order requiring Eric, and the ELN Trust, to provide Lynita with the information necessary to properly manage the Banone Properties and Lindell Property as requested in counsel's July 21, 2014 letter.

3) For a ruling addressing the Arnold Property Issues, as follows:

a) For an Order requiring Eric, and the ELN Trust, to provide an accounting for the period May 6, 2009 through October 30, 2014[3] for all income received and attributable to the property located at 830 Arnold Avenue, Greenville, Mississippi and all actual, documented, expenses incurred during such time period within thirty (30) days of the hearing on this Motion; and

b) For an Order requiring Eric, and the ELN Trust, to pay to Lynita all income received and attributable to the property located at 830 Arnold Avenue, Greenville, Mississippi during the period May 6, 2009 through October 30, 2014 (plus statutory judgment interest from May 6, 2009), less all actual, documented expenses, and setting a due date certain for such payment.

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3 On October 16, 2014 Eric provided an accounting for the time period June 3, 2010 through September 30, 2014 for the Arnold Property. While this accounting indicates the property has generated income, no such income has been paid to Lynita.

4) For a ruling addressing the Russell Road[4] Issues, as follows:

a) For an Order requiring Eric, and the ELN Trust, to provide Lynita's counsel with a copy of all documents relating to the Russell Road investment so as to allow Lynita's counsel the ability to prepare the necessary assignment(s) or other documents to secure Lynita's 1/3 interest in the Russell Road investment;

b) For an Order requiring Eric, and the ELN Trust, to execute all assignment(s) or other documents necessary to secure Lynita's 1/3 interest in the Russell Road investment within 48 hours of presentation;

c) For an Order requiring Eric, and the ELN Trust, to pay to Lynita the sum of $26,694.40 which is 1/3 of the income attributable to the Russell Road investment for the period of time from June 3, 2013 through June 30, 2014 (plus statutory judgment interest from June 3, 2013), and setting a due date certain for such payment; and

d) For an Order requiring Eric, and the ELN Trust, to account for and pay to Lynita 1/3 of the income attributable to the Russell Road investment for the period of time from July 1, 2014 through present (plus statutory judgment interest from July 1, 2014), and to thereafter pay on an ongoing monthly basis 1/3 of all income received by Eric, and the ELN Trust, which is attributable to the Russell Road investment, and setting a due date certain for such payments.

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4 As used throughout this Motion, reference to Russell Road or the Russell Road investment pertains to the property located at 5220 E. Russell Road, Las Vegas.

5) For an Order addressing the Mississippi RV Park[5] issues, namely:

a) For an Order requiring Eric, and the ELN Trust, to provide Lynita with a copy of the original Lease Agreement between Silver Slipper Casino and Bay Resorts, LLC[6] for the use of the Mississippi RV Park;

b) For an Order requiring Eric, and the ELN Trust, to provide an accounting for the period May 6, 2009 through October 30, 2014 for all income received and attributable to the Mississippi RV Park and all actual, documented expenses within thirty (30) days;

c) For an Order requiring Eric, and the ELN Trust, to pay to Lynita all income received and attributable to the Mississippi RV Park during the period May 6, 2009 through October 30, 2014 (plus statutory judgment interest from May 6, 2009), less all actual, documented expenses, and setting a due date certain for such payment;

d) For an Order authorizing the service of a Subpoena Duces Tecum upon Full House Resorts, Inc. (current owner of the Silver Slipper Casino) for production of all contractual agreements concerning the Mississippi RV Park and payments made by such entity to Eric and/or the ELN Trust, and/or any related business entity, for use of the Mississippi RV Park.

6) For an Order addressing the Mississippi Property Transfer issues, namely, requiring Eric, and the ELN Trust, to execute the four (4) Quitclaim Deeds which are required to transfer the Mississippi Properties to Lynita.

7) For a ruling addressing the Wyoming Property issues, as follows:

a) For an Order requiring Eric, and the ELN Trust, to provide Lynita with all contracts entered into between Eric, the ELN Trust, and/or any related business

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5 As used throughout this Motion, reference to the Mississippi RV Park pertains to the 2.446 acres of improved land located at S. Beach Boulevard, Waveland, Mississippi for which a formal appraisal was conducted during this proceeding.

6 It is assumed this lease is between the Silver Slipper Casino and Bay Resorts, LLC from communications with Full House Resorts, Inc., the present owner of the Silver Slipper Casino. However, this request pertains to any lease entered into between the Silver Slipper Casino and any business entity associated with Eric and/or the ELN Trust pertaining to the Mississippi RV Park.

entity, and any third party, including but not limited to Brandon C. Roberts, concerning grazing rights to Lynita's Wyoming Property[7] (200 acres);

b) For an Order requiring Eric, both personally and in his capacity as Investment Trustee of the ELN Trust, to provide an accounting for the period May 6, 2009 through October 30, 2014 for all income received and attributable to her Wyoming Property (200 acres);

c) For an Order requiring Eric, and the ELN Trust, to pay to Lynita all income received and attributable to her Wyoming Property during the period May 6, 2009 through October 30, 2014 (plus statutory judgment interest from May 6, 2009), less all actual, documented expenses, and setting a due date certain for such payment;

8) For a ruling on the amount of attorneys fees to be awarded to Lynita associated with the June 16, 2014 finding by the Court that Eric was guilty of contempt and fees would be awarded to Lynita, the same of which was taken under advisement, but for which no decision has ever issued; and

9) For such further relief as deemed appropriate in this case, inclusive of an award of attorneys fees and costs.

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7 As used throughout this Motion, reference to Wyoming Property or Lynita's Wyoming Property pertains to the +/- 202.50 acres of agricultural/residential land located in Uinta County, Wyoming for which a formal appraisal was conducted during this proceeding.

This Motion is made and based upon the records, files and pleadings on file herein, including the Court's June 3, 2013 Decree of Divorce, the Points and Authorities submitted herewith, the documents attached hereto, and such other and further evidence as may be adduced at the hearing of this matter.

DATED this 13th day of November, 2014.

THE DICKERSON LAW GROUP

By _____

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
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Las Vegas, Nevada 89134
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IN THE SUPREME COURT OF THE STATE OF NEVADA

MATT KLABACKA, Distribution Trustee of the Eric L. Nelson Nevada Trust dated May30, 2001, Appellant/Cross Respondent. vs. LYNITA SUE NELSON, Individually and in her capacity as Investment Trustee of the LSN NEVADA TRUST dated May 30, 2001; and ERIC L. NELSON, Individually and in his capacity as Investment Trustee of the ELN NEVADA TRUST dated May 30, 2001; Respondents/Cross-Appellants.	**Supreme Court Case No. 66772** **District Court Case No. D-09-411537** Electronically Filed Dec 01 2015 10:45 a.m. Tracie K. Lindeman Clerk of Supreme Court
MATT KLABACKA, as Distribution Trustee of the Eric L. Nelson Nevada Trust dated May30, 2001, Appellants, vs. ERIC L. NELSON; LYNITA SUE NELSON, INDIVIDUALLY; AND LSN NEVADA TRUST DATED MAY 30, 2001, Respondents.	**Consolidated With:** **Supreme Court Case No. 68292**

RECORD ON APPEAL
VOLUME 23

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Supreme Court Case 66772 Consolidated with 68292 In the Matter of: Klabacka v. Nelson et al.

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find this to be community property. I think it clearly was purchased through the trust as this Court had maintained the trust, and that trust had been maintained by this Court for the reasons stated for the Court. I didn't have those equity issues that I did to the constructive trust arguments on that, to award part of that. So I really felt when I looked at that, if you even look at it, it really was purchased by the trust. An argument can be made it's not even separate property of Mr. Nelson, it's property of the trust, which this Court maintained that as an entity. Therefore, it was not community property.

I saw nothing that would transmute this from even the separate property to a community property, even assuming it was separate property of Mr. Nelson, and not property of the -- of the trust, separate and distinct from Mr. Nelson. I saw nothing, no clear and convincing evidence of true transmutation that would show this as being community property. So when I looked at the law, and the fairness, and the equity, I did not think that the LSN trust and Ms. Lynita has a community property in the Wyoming Downs. I looked at how it was purchased, because that was my concern, in fairness and equity is that throughout these proceedings, Mr. Nelson's been able to conduct business as usual, control everything, make whatever investments he wanted to do, do essentially

whatever he wanted to do, regardless of JPIs or anything else in place, he was doing his thing.

I denied several requests by Ms. Lynita for a receivership to kind of control things on that, as I wanted business to go on and have everybody move on with their lives. My concern in this case, to be honest, was the -- the loan from BanOne. This Court did award the LSN, Ms. Lynita, the BanOne properties for the reasons stated, with those transactions that I thought were unfair to Ms. Lynita, where they were transferring properties, and from Lynita to Mr. Nelson, or to ELN trust, I should say, without compensation, and to her detriment. I tried to equalize it in constructive trust, and awarded her the BanOne property, which was spelled out in the divorce decree to show that.

My concern in this case was the $75,000 from BanOne. That was the earnest money deposit, which gave him the chance to bid on this property. While Mr. Nelson testified that he -- that it was paid back, there was no other evidence to corroborate that. I looked at the report from Mr. Birch, I think it was Exhibit 13, from the hearing of April 10th, 2012, hearing, the application shows Wyoming Downs, the 76,000, I think the 75,000 was the loan, and earnest money. I'm not sure what the other 1,000 was at this time. But it showed 76,000. So clearly, there was the loan from BanOne in order

to get the earnest money deposit, to make is possible to purchase the Wyoming Downs through the financing of the Henderson Capital.

I was troubled by the parties' conduct as far as discovery. Basically, the production for documents I felt was not a good faith response. While I do agree with the trust and -- in this, Mr. Nelson, that many of the requests were overly broad, and a lot of issues on it might have been beyond the scope of what this Court was trying to see, the purchase agreement of how this was purchased. On the same token, I think the responses have basically they did not provide anything other than the closing statements, I think more information should've been provided. With their objection for the production of documents, some documents could've been produced, specifically, anything showing repayment of the loan, which they did try to submit into evidence. This Court kept out, because I felt it had not been provided during discovery, and it should've been provided during discovery. Discovery should be open, it should be transparent.

And parties have a right to object to it, but you still in good faith comply to those issues. The trust and Mr. Nelson could've moved for a protective order if they felt that some of those issues were proprietary. On the same token, Ms. Lynita and her trust could've did a motion to compel. But the

issue I bet -- pretty much thought it was stonewalling, which has been the -- the -- the -- this case from day one. For this Court to try to get information is like trying to get a root canal done. You got to sit there, and you got through 19,000 documents, instead of saying, here's what I got, knock yourself out, see if you can find anything, because everything was aboveboard and that was (indiscernible) for. The deposition, basically failed to answer any questions of substance. The response for production of documents, basically, the only thing we ever got was the closing statements, as to Wyoming Downs.

And I felt that the parties could've -- could've provided much more information, especially since many of the questions -- there -- there was questions asked about licensing, while I think that was marginally relevant, the trust had raised that issue, simply saying, if I gave Ms. Lynita an interest in that, it really could screw up licensing. Well, if you raise it as an issue of licensing, then you probably should've answered the questions about licensing, or provided documents as licensee. And if that was an issue (indiscernible) hiding the ball, they should've provided any information as far -- as to BanOne as far as the loan, or repayment of that loan. I did note they tried to get those documents into -- at the evidence stage, and that's

inappropriate.

If you're not going to share those information through discovery, then you're not going to get it in evidence. You're not going to benefit from basically saying, okay, now I think this is beneficial to me, now you can have it. That's not how we work on that, so I felt there was a lack of good faith to require for productions. While I will concede that they were overly broad and beyond the scope of many cases, I think just a blanket objection throughout there, and then the deposition was basically the same thing, just object to everything and not answer anything. So I felt there was a lack of a good faith compliance in the discovery.

As far as -- I will notice, too, with the -- I left out that with the purchase of the Wyoming Downs, I did note that with the opposition that Ms. Lynita was opposed to the initial purchase of that, saying it was non-performing assets, and felt they were -- in fairness to her, though, they did say they thought that it would take community assets, and dissipating them, but they felt it was non-performing. Those issues on that, I don't think that's really -- has any probative value, merely did want to note that, because it had been raised in arguments. But the fact is, that 75,000 the only testimony that that was repaid was by the testimony of Mr. Nelson. This Court was troubled by that, because this

Court does not need to go in the history.

This Court has made specific findings as to credibility issues, or lack thereof, of -- of Mr. Nelson. Other Courts have done it, some bankruptcy courts. Evidence had been submitted in the divorce, I think I made some other findings as far as the credibility. Therefore, I'm not content to rely on Mr. Nelson's testimony as to repayment of that loan, absent any equitable or any other corroborating evidence. None was submitted to this Court. While they attempted to, this Court, under Rule 37, felt that they failed to cooperate in discovery, and part of that sanction, under Rule 37(c)(1) is the Court can basically say, you know what? You're not going to produce that evidence at trial, and that's why I kept out those documents they tried to submit with I think it was repayments to BanOne allegedly.

Also, the Court felt that the party could also say that -- could refuse under 37(b)(2) as part of sanctions. I can also say that since they did not fully cooperate in discovery, or failed to make disclosures, that basically they could not defend as far as claims by the defense of Ms. Lynita. And that claim, what I'm looking at, is a $75,000 loan. Therefore, I do not find evidence that they repaid that loan to BanOne, and I think equity demands, since I had awarded that property to the trust -- of course, it was

subsequent to the purchase because the decree came up there -- I think equity demands and the lack of the cooperation in discovery is that BanOne should be reimbursed that $75,000, and that should go to the LSN trust, since they are the owners of the BanOne at this time, pending any appeal to the Supreme Court.

So therefore, in conclusion, I do find that the -- there's no community property interest for Ms. Lynita, LSN, to the Wyoming Downs. However, I'm going to direct the ELN trust and -- and Mr. Nelson to reimburse the LSN trust $75,000 for the earnest money deposit, which made it possible for them to purchase the Wyoming Downs. I think that is fair and just, and with appropriate sanctions indicated by this Court, and would be fair to the ELN trust, because that $75,000 earnest money basically was what got things started, which made it possible for them to get the financing to purchase the Wyoming Downs. That's going to be the order of this Court, then, is that the Wyoming Downs, Ms. Lynita does not have a community property interest, right now they remain in the ELN trust. The ELN trust and Mr. Nelson would be required to reimburse $75,000 to the LSN trust to repay the loan.

As far as the other issues, I did look at the proposal, or the request -- status report and request for stay of pending entry of final decree of divorce, and some

recommendations about the trust indicated that 1,068,000 that's currently held in the block account, that they would be amenable to making add -- the payments of the $20,000 monthly payments that was the Court's determination based on the divorce decree. I think the Court said that Ms. Lynita would get about $10,000 from the Lindell property that this Court had given her total ownership of. I think she had a half interest before, and the Court, in fairness and with the constructive trust issues, had transferred that to Ms. Lynita, indicating it would be about $10,000 or so with rental proceeds. I think we had 3,000 from other rental proceeds, BenOne -- BanOne, which came out to about 13,000. And then I said I'd offset that with the 7,000 for spousal support. As I'd felt the 20,000 was fair and reasonable monthly spousal support of income that she had had prior to the divorce proceedings, and that's how we came up with the 20,000, which is reflected in the submittal by the ELN trust.

I have looked at this questions. I'm going to tell you what I'm inclined to do, and then I'll give -- let you get arguments on that to see if you could persuade me otherwise. The Supreme Court had lifted the stays. I read the writ again. I knew the Court did say there was no -- as far as that, with the injunctions, they mentioned about the injunctions and no irreparable harm, because they could file

their appeal. I guess the argument could be made that Mr. Dickerson raises is that basically I have the right now that I could say that everything is released, because the in -- the Supreme Court lifted the stays. I could vacate my injunction. The question is -- when I can do it, the real question is, should I do it? Is it fair? And I'm not inclined to lift that entirely at this time, due to the fact that I assume that with the lit -- litigation that this is going to be round nine or 20, wherever we're at with the appeals. So I assume that's going to linger on for whatever. So that was my concern on that, in fairness of the Court. The Supreme Court's concern, I think, when denying the writ was about the irreparable harm. It's -- with the injunctions, it looks like there's enough protection there until they get to the appeal and address it.

And as far as the proposal, I don't know if you're inclined to accept the proposal, and if you are to take their proposal, then I'll stop now. If not, I'm going to tell you what I'm inclined to do. So I -- did you want to be heard on their proposal from the ELN trust? If not, I'm inclined to jump to -- to tell you what I'm thinking of doing. But if you guys thought that was fine, then I'll stop there.

MR. KARACSONYI: It's not acceptable to us, and we have a -- a specific counter.

THE COURT: Okay. Well, let me tell you what I'm

thinking. Then I'll hear counter proposals, and do whatever you want. I think she's entitled to her $20,000 a month. That's what I did. That -- she's been a year without that money. While she has other assets through that, the fact is, Mr. Nelson's been able to conduct business ongoing. When we had the $1,568,000, I could've kept all that frozen, said, well, I'm tying up the money I did for her, the million -- 1,068,000 I have frozen based on the lump sum spousal support. I did the 7,000 a month, I think, for 15 years, based on the length of marriage. It came out to I think 1.2. I'm not a finance person on that, but I did give a discount took about a third off to make it about 800,000 lump sum. I had the child support arrears of 87,775. I had the attorney's fees of 144,460 -- 967, and the 35,258 to Mr. Birch. So that's -- that froze up that 1,068,000 that's sitting there in that blocked account.

My inclination at this time is that again, she's been a year without the spousal support or the cash flow that this Court had anticipated from June 3rd, 2013. I'm inclined to give her the rental proceeds immediately, starting June 1st from the Lindell property, which is quoted estimated to be about $10,000. The rental income from the other separate properties, pretty much was the BanOne, which this Court estimated to be about 3,000. That would be 13,000. And order

$7,000 of the spousal support award that this Court gave monthly. I'm inclined to give her a lump sum for the spousal support of $7,000 a month for the past year, because she has not received that. That would be the $84,000, and additional lump sum for the spousal support of that 7,000, 84,000 for the year coming up, because I imagine this is going to go to appeal and it's going to go one as -- hopefully it will be done before I retire next six years.

So that's $168,000 lump sum, plus give her the rental proceeds starting immediately, June 1st. That would be the 10,000 and 3,000 about. That's 13,000. That gives her that rental income coming in. And that comes out there I said. But the 168,000, also the $75,000 reimbursement to the BanOne, that of course would not come from that 1,000 and 68,000 -- I mean, the 1,068,000. That 75,000 would be separate and apart from that because she does not have to reimburse herself. But that's what I'm thinking of doing. The reason I came up with that, when I look at those issues, what that comes out to is the -- I can enjoin -- the BanOne property cannot be sold or otherwise encumbered, and I can do the same thing on the Lindell property. It cannot be sold or otherwise encumbered. That way, it protects that property from -- from disappearing.

This is money -- the Court -- Supreme Court came,

said I was wrong, making the trust from that money pay Mr. Nelson's responsibilities for spousal support or otherwise, and that money comes up to the $168,000. That would be protected by -- the LSN has the Brian Head property. That half -- that property is appraised at $985,000. I think that's a very low appraisal. I think that was done because the market was low. I can enjoin that property from being sold or otherwise encumbered. Mr. Nelson was anxious on that property. He made arguments on that -- that that property he wanted to keep because it surrounds -- his family is all surrounding. I can protect that. If -- her 50 percent interest on that is at -- at -- low is 500,000. That gives you protection. The Supreme Court says, Sullivan, you shouldn't have given out that money, you blew it. They can sit there and say, fine, we can offset that by selling Brian Head, or getting an appraisal and having you buy out there, so it protects the ELN trust. All the property is maintained, because property is unique. We're just talking about cash flow, basically rental incomes.

On the same token, it's just money. If they say I'm wrong on those rental incomes of the 10,000 and 3,000, that's 13,000, you do that for the year, going forward from now until the appeal is done, that's another 156,000. If I do that with my lump sums of the 84,000, 84,000, that comes out to what,

168 and 156, comes out to about 329,000 or whatever it comes out to. 324,000. That is protected, again, by her half interest in the Brian Head property, which I think is very -- 985,000 I think is very low. I think that property is going to be much more two or 4,000,000 like it was at the one time, years ago. I think that gives the protection of the trust. It protects all the property. And it's only money, and money would be secured by the Brian Head property. So that's what I'm inclined to do at this time.

And also, it's something I'm inclined to do, and also I'm willing to put this on a status check to see if number one, with the Supreme Court, what they do with the -- the appeal. I'll be honest with the parties, I'm not inclined to do stay these proceedings. It's been going on forever. I think they separated in 2008. I think the proceedings were filed in 2009, and now it's 2014. So I'm not inclined to stay it any further, but I want to give, in fairness to the trust and to Mr. Nelson -- I don't do hardball. I give him a chance to file an appeal and see if the Supreme Court will grant them a stay before I say I'm done. I'll just let you know where I'm going on that, but I think that's fair to start that, and I would be putting it on a status check in about 90 days to see if I should lift the entire injunction. That gives you a chance with the Supreme Court, or directs it to me, saying,

back off, Sullivan, or stay everything. So the Supreme Court has a chance to look at it.

So that's kind of my inclination and my thinking when I went through to try and do fair and just, and protect all the interests, ELN trust, Mr. Nelson, and Ms. Nelson, the LSN trust, as well. So that's kind of was my thinking, and how I came up with those numbers. So I'm fine to entertain all of that. I'll let Mr. Solomon go first. You did submit a proposal.

MR. SOLOMON: Judge --

THE COURT: I'm glad to hear that, and --

MR. SOLOMON: The bottom line is that she would have what released to her right now?

THE COURT: She would get the lump sum of 168,000 from the money that I froze in the injunction, because that is spousal support, which was part of the lump sum that I saved. She would get the 75,000 reimbursement for the sanctions for this Court for the reimbursement of BanOne, the lump sum, and then she'd get the cash flow of the rentals from Lindell property, and the BanOne properties in about -- estimated about 13,000 a month beginning as of June 1st. I would enjoin all the properties that I said to make sure no properties disappear until that so that there'd be no irreparable harm, and there'd be equity in the Brian Head, so if Supreme Court

said I was wrong with that, money to reimburse ELN trust or Mr. Nelson as appropriate.

MR. SOLOMON: Your Honor, I'm going to make this easy for you. It's obvious you've thought about that very hard. Obviously, it's higher than we wanted, but we understand where you're coming from in each, you explained it. We would accept that, and we appreciate it. We'd want to make sure, however, that the monies that we pay out go to the LSN trust, not to Lynita directly, and the only reason is, if we're entitled to reimbursement, she doesn't have any assets. It's all in the LSN. So with that proviso, we would agree to the Court's formulation.

MR. DICKERSON: Can you give us five minutes so we can discuss it with her?

THE COURT: Sure. There -- you want -- you got a side room there, and I'll step out so you guys can talk in this room.

MR. KARACSONYI: Excuse me, Your Honor --

THE COURT: And if you need to leave --

(Whispered conversation)

(Off record)

THE COURT: Just going back on the record in the matter of the Nelson matter, case number D-411537. We took a brief recess so counsels could speak to their respective

clients, and Counsel?

MR. KARACSONYI: The -- the -- obviously, we -- we opposed any type of stay, just to be clear for the record. But we understand your position, that you're inclined to -- to keep certain stays in effect. And if you're inclined to do that, I think the framework is good, but I think we can do this in a way that's more fair to her, because as you know, he's been doing business as usual. The 1.068 million, as you found, would have plenty of security if you enjoined her from selling her half of Utah or her half of Lindell. That would secure the 1.068 million. So we feel, in fairness, that that should be released to her. Now -- all of it should be released to her. Now, if you're not willing to release all of it to her, then under your initial inclination, you were going to give her 168,000, which was 7,000 a month for the last year, which is 84,000, and 7,000 a month for the -- for the year going forward. But in the last year, she didn't get 20,000 a month, and she had to sell her own house.

So really, in fairness, if we were going to do that, it should be 240,000 for the past year so that she can have all the money that she would've earned, and then 84,000 for the upcoming year under your framework. That would be equitable than -- than -- than -- than 168,000. And you could still find -- under any scenario that I'm proposing, you

should find that she's -- there's adequate security to protect it all so that the Supreme Court can see that clearly, and that you find that it could be protected. Now, on the BanOne and Lindell income, she -- he should be -- she hasn't received the past year's income from any of the BanOne properties. That should be included in the order that she should -- he should be required to account for and pay her the BanOne income.

Now, their concern, and -- and what they've tried to present to the Supreme Court in the past is that property is unique, and they don't want that property to be -- real property to be dissipated. And other than that, they really have no claim to the property right now. I mean, she has the -- obviously, the better claim. They're challenging the award. While we agree completely that she should get the BanOne and Lindell income, you realize the problems we have getting the income from them. The fair way to do this is you give her -- make him transfer the properties to her because she has the superior claim now, with the caveat that you're still protecting the properties, because you can order that she cannot encumber, sell, or -- or -- or -- encumber or sell those properties or dispose of them without an order from this Court. So that will protect all their concerns.

Because here's what they want to do. They want to

starve her out. So if they just -- if you just give her the cash, then she's required to continue to spend her money each month that -- that she was awarded, and she doesn't get the benefit of living off of the income from the income properties, so eventually, she would have to -- to sell those -- to sell those assets, and she would end up with nothing. The other thing is, they want to control always the chips. But he gets to do business as usual, so she should -- in fairness, she must be -- have -- have title transferred to her so that she can deal directly with those properties, so you don't have to rely on him, whose credibility you've already found to be questionable, at best, to give her an accounting of what she's owed and send her a check each month.

Instead -- they should have no complaints about that. They should have absolutely no objection to this, because the property is still protected, yet she gets in the income directly. It's the same as your proposal on that issue, except the tran -- the property is transferred to her so that she can deal with it directly, and we don't have any funny business.

THE COURT: Your proposal was the $240,000, which would be the 20,000 for the past year --

MR. KARACSONYI: Right.

THE COURT: -- 20,000 for the year going forward,

and what was the other part of that? I forgot --

MR. KARACSONYI: Well --

THE COURT: -- was the rental?

MR. KARACSONYI: Oh, okay. If you are inclined to give her the whole 1.068 million, part of that is Larry Birch's money, and I brought an order -- a separate order for that --

THE COURT: 32 --

MR. KARACSONYI: -- we stipulated to that last time. But if you're not inclined to give her the whole 1.068 at this time, even though we feel it's secure because of your findings on the other properties, we would say that she should get the 20,000 a month for the past year. It's 240,000 for the past year. Plus you said you wanted to give her 7,000 now that she'd have the -- the 7,000 of the alimony for the next year, going forward, just as a prepayment so there's no issues and we don't have to come to court. So that would be 84,000. So that would be 324,000 plus the 75,000 that you said you were going to order reimbursement directly from the ELN trust. That wouldn't be paid from her -- her own.

So -- and then we're not obviously waiving -- by making this proposal, we're not waiving our right to -- to a post judgment or prejudgment interest, and -- and those issues, but we just want to -- since you are inclined to grant

some kind of stay, we feel that the stay that we're proposing is much more equitable and doesn't allow him to continue to control her. He's had control the last year. He -- I mean, she's had no control. So I -- I don't know how they could even -- if they -- you know, they seem to find your proposal to be reasonable. I don't -- they were offering 20,000 a month, which is two -- the 240 plus another 20,000 going forward. This is actually a little less on that, but -- but this protects -- this addresses all their concerns.

THE COURT: Thank you. Mr. Solomon?

MR. SOLOMON: Your Honor, it doesn't address our concern. It creates a huge concern for us with respect to the transfer of title. I mean, that's the whole point here. We are okay in concept -- I mean, I -- the way you formulated, I think they're pretty close to what they're saying anyway, because I think he forgot that you indicated the income would go to them, too. So you'd have to add that on -- on top of the -- the 7,000 for the alimony. So we understood that. I still think the simplest way of doing this is $20,000 a month. Coming out of -- I -- I know I have to put another $75,000 into the 1,068,000. But if I throw in another 75,000 into that pool, to -- to meet your order, and then pay them retroactively and -- and forward $20,000 a month, and account to them, I think we're there. And -- and that's the simplest

way.

THE COURT: As far as -- do you have any representations as what the actual rentals is from Lindell? The net? I mean, ballpark, so if that's going to be the issue of what exactly --

MR. KARACSONYI: Oh, yeah. In the past year, it's been less than --

MS. PROVOST: I can address that, Your Honor.

THE COURT: You did --

MS. PROVOST: I took the time last night to go through the accounting statements that we received from Mr. Nelson, granted we did not receive an accounting for January, 2014, or April or May of 2014. But based on 2013 from June forward, it's not grossing -- or netting anywhere near 10,000 a month. In June, 2013, it was 4,900. July, 2013, 5,500. August of 2013 it was negative 5,000 because they paid the taxes that month. September was 5,545. October, $953.65. November it was negative $870. December, it was $3,379. February of '14, $139.89, and March, $3,779. That is Mr. Nelson's net income as declared on his income statements provided to us after paying the wage expenses, the Lindell insurance expense, the Lindell property taxes that -- of any month that those were paid, and any waste and utilities. So his hard costs is that -- those numbers reflect in that

income. So it's nowhere near 10,000 a month.

MR. SOLOMON: Proves my point, that paying $20,000 is a lot more fair and it needs --

MR. KARACSONYI: Can I respond on that --

MR. SOLOMON: -- (indiscernible) Court's intent. And -- and that's where we should be.

MR. KARACSONYI: Good -- okay. Can I respond on that 20,000 a month? This is why this is really an -- inequitable, because if you're getting the rental income from the property, you don't have to deplete your other monies --

THE COURT: Right.

MR. KARACSONYI: -- like sell your house.

THE COURT: You've got cash flow, which is why I did it --

MR. KARACSONYI: Exactly.

THE COURT: -- that way, so she'd have cash flow and could liquidate property for tax purposes as you think is appropriate. You might want to sell this time, and sell two years later to get the lump sums. I think I explained it in the divorce decree, to get a cash flow, plus a way to control when you want to liquidate property, not when you have to, but when you want to for tax purposes or investment purposes.

MR. KARACSONYI: Exactly. So what would happen instead is what they want her to do is liquidate, start at 20

-- at the rate of 20,000 per month, rather than receiving the income from these properties, which by the way, if she was in control of Lindell, she could finally get some rent from Mr. Nelson, which would bring up the total. But then she would -- she would be down 20,000 a month in that 1.068 million or -- or slightly less, because some of that includes Mr. Birch. So pretty soon by the end of this case, what's she going to have left? She's going to have to deplete the 1.068 million, sell Palmira (phonetic), her house, which she already did, deplete those monies. So they want to slowly have her deplete her money without getting the income each month to prevent her from having to do that, and her future will be bleak, and his future, as he -- as he says, business as usual, will be great. So that doesn't make any sense. The other thing that doesn't make sense, as I said, we have a huge problem with the transfer. Why do you have a huge problem with the transfer? If you're claiming that creates irreparable harm for you, and we're saying transfer it to her, she's the one with the better claim, then she's being irreparably harmed by having it not transferred. They don't have a claim right now. All they have is an appeal. They don't own the property. We have the legal right to the property. They have a right to appeal and try to get that -- that changed. So at this point, it makes no sense why they wouldn't just agree to allow her to hold the

property in her trust, and control it and control the income, without -- with your order that it cannot be encumbered or sold. That will prevent it -- them from suffering any of their alleged irreparable harm. The truth is, they want to continue to hold all the cards, again, so they could dictate to this Court and to her what -- what -- what should -- what -- you know, what she does and doesn't get. And we have to start taking that control away. He's had it for a year unnecessarily, and that went nowhere. Let's not be here again two years from now with him, having to ask him what happened with this BanOne property? What happened to that BanOne property? How much do you owe her for the last three years? Where did all the money go? So I -- I think that -- I just don't see how they could oppose that in good faith, other than there's some funny business going on in the background that they don't -- they don't want you to know about.

THE COURT: Here's my --

MR. SOLOMON: Your Honor, the idea --

THE COURT: -- sorry.

MR. SOLOMON: -- of your injunction was to preserve the status quo.

THE COURT: Exactly.

MR. SOLOMON: And -- and -- and not to transfer the status quo over to the ultimate decision. I agree with Your

Honor that you need to implement injunctions and provisions that -- that prevent any party from doing funny business. We have no problems with that. And certainly, title shouldn't change. Another option here, Your Honor, I don't have a problem with is -- is the $20,000 plus we'll bank the -- we'll -- we'll -- we'll put into the escrow the net income from the property.

MR. KARACSONYI: The net income that he determines what the net income is --

MR. SOLOMON: Well, you know --

MR. KARACSONYI: -- why don't we just give it --

MR. SOLOMON: -- there are actual expenses. We'll give them an accounting.

MR. KARACSONYI: No; no --

MR. SOLOMON: If there's a problem with it, then they can come in and -- and deal with that issue. But that's --

MR. KARACSONYI: We'll -- we'll give them the accounting --

MR. SOLOMON: -- that --

MR. KARACSONYI: We'll give them accounting and tell them how much came in. Why is he always giving us accountings?

MR. SOLOMON: We'll provide the raw documents to

them as we do. I think Your Honor knows what you want to do, so --

THE COURT: Yeah.

MR. SOLOMON: -- we're here.

THE COURT: The issues on this is that has been a control issue from -- from day one, who has control on that. I am going to order the properties to be transferred, the Lindell and the BanOne to be transferred to the LSN trust. And we'll make sure that it's clear that that property, Lindell or any BanOne properties cannot be sold or further encumbered by the LSN trust. That would take care of the issues of who's on first, who's on second, is -- who's the management on that. And those properties, if they affirm this thing, you're going to be managing those properties, get your own manager, but at least then you have a way to control the books for a while, because the whole issue has been who's got the books. Whether the business goes belly up, I don't care. That's your business. I think you're a bright individual that can handle that. It is your property, I think that's fair, because the Court had made the determination that it does protect the integrity, as that property cannot be sold or otherwise encumbered, and just transfer it back. I mean, the issue on that, there can be no loans on that property, it cannot be collateralized for anything, no encumbrances

whatsoever. I think that deals with the issue so that you can start collecting the rents directly and arrange for the management, whether you have Mr. Nelson manage it or someone else, whatever you want to do on that. I think you should get those -- control those issues. You've been controlling those issues for a year now, and I think in fairness on that, you should be able to control those issues.

My concern for the income is that if I do that, then basically I'm -- I don't know what type of income you're going to generate from that. I mean, I had anticipated 10 and three, so you had 13, and the seven was to give you the 20,000 a month. I'm inclined at this point, as far as -- with that interest, as far as the income, I don't know what type of cash flow you're going to get. So I'd be inclined to award you the 240,000 lump sum from the 1,068,000. But then look at that as far as only 7,000 of that really should be for spousal support. I mean, the other 13,000 -- I was counting for that 20,000 was the rental income. Well, if she's getting rental incomes of seven or eight grand, then that's something I need to look at later on. But that would be my inclination to do it that way. So that's going to be the order of this Court, the Lindell and BanOne property will be transferred to the LSN trend -- trust. The LSN trust cannot sell, encumber, collateralize, use as collateral, any encumbrance whatsoever

without an order of this Court. That way, you can do some of the accounting and have them argue with your books for a while, because that's what we've been doing from day one. You're going to have to be responsible for managing those property if I'm affirmed. If the Supreme Court overrules me, we transfer it back. I'll do an accounting, and then you'll be arguing with their numbers to see if there's anything where you guys got gypped. I think the 240 would lower the -- we'll have that come directly from the 1,068,000 subject to a -- depending on what the Supreme Court does, I will adjust that in fairness to the parties if it looks like the Supreme Court thought I screwed up somewhere. I'm also going to enjoin all the properties. The Brian Head property cannot be sold, encumbered, transferred, used as collateral for any loans. The BanOne properties from this point forward cannot be sold, encumbered, or used for any loans. The Lindell property cannot be sold, encumbered. And I think that protects all the property. Anything I left out on that?

MR. KARACSONYI: Yeah. So he's going to transfer all the property that was awarded to her with the caveat that you just said, that it's all enjoined?

THE COURT: It's the BanOne and the Lindells --

MR. SOLOMON: Thank you, Your Honor. We have --

THE COURT: -- specific.

MR. SOLOMON: -- Russell Road, of course, and -- and --

THE COURT: It's a third -- a third --

MR. KARACSONYI: That's what I was going to bring up --

MR. SOLOMON: -- that's what --

THE COURT: -- that I'll leave out, because that right now, we got that, we can deal with that later. I know it's a third with him, a third with his brother, and after --

MR. KARACSONYI: Okay. Can we get an accounting, though, of what we're owed?

THE COURT: Absolutely.

MR. KARACSONYI: And every month, shouldn't we get something?

THE COURT: Absolutely. I think any accounting you want to, you're going to do it quarterly or monthly so you can share that, so you can see. Because it depends on what the Supreme Court does. We have to go back from the date of the decree and then see what rentals income came in, and I'm sure we're going to argue about --

MR. KARACSONYI: But we're going to --

THE COURT: -- the fees and nets, so.

MR. KARACSONYI: But we're getting the income back to the date of decree, so --

THE COURT: Absolutely. And that's --

MR. KARACSONYI: So we should have an accounting of all the income, all the rentals we're owed on, and how -- and then a payment --

THE COURT: Right.

MR. KARACSONYI: -- is that correct?

THE COURT: Yeah. If what's at --

MR. KARACSONYI: Will the Court order that?

THE COURT: Well, as far as when you get the accounting and see --

(Whispered conversation)

MR. DICKERSON: But we need you to order them --

MS. PROVOST: So then --

MR. DICKERSON: -- to produce the accounting --

THE COURT: Okay. For the Russell Road?

MR. DICKERSON: For Russell Road, for BanOne. We have his Lindell. There's a few missing for Lindell, but --

THE COURT: Okay. So we want accounting for BanOne, Russell, and Lindell, is that --

MR. DICKERSON: Yes, Your Honor.

THE COURT: Any problem with that as far as an accounting for the BanOne, Russell Road, and Lindell from the date of decree to June 3rd, 2013 --

MR. SOLOMON: No, Your Honor.

THE COURT: -- forward? Can you have that -- do you do that monthly? I don't know how they do their -- monthly accountings or --

MR. SOLOMON: I don't know either until I --

THE COURT: -- if you do it quarterly, I don't know how they --

MR. SOLOMON: -- dig into the books and records and determine --

THE COURT: Yeah. I don't know how they've been doing on that. I don't think they need to change anything, and if you question them, and been doing that monthly, then --

MR. SOLOMON: We'll set --

THE COURT: -- you're entitled -- if they do it quarterly, I don't know how they --

MR. SOLOMON: So you're saying supply whatever we do in the ordinary course?

THE COURT: Yeah. Did you get a copy of that? And if you did get something --

MR. KARACSONYI: Yeah, they're in for the last year --

THE COURT: -- filed --

MR. KARACSONYI: -- since -- from June 3rd going --

MR. SOLOMON: From June 3rd --

MR. KARACSONYI: -- forward.

MR. SOLOMON: -- forward. I understand.

MR. KARACSONYI: Of last year.

THE COURT: Okay.

MR. KARACSONYI: And then --

MR. SOLOMON: The TB Rainbow Snow (phonetic), is that also just stayed at this point?

MR. KARACSONYI: The notes.

MR. SOLOMON: Is there money being paid on that?

THE COURT: I don't know what's going on right --

MR. NELSON: That's been paid in full.

(Whispered conversation)

MR. KARACSONYI: Oh, that's her money.

MS. PROVOST: Yeah. It's been paid in full --

MR. KARACSONYI: It's been paid in full --

MS. PROVOST: -- (indiscernible) her --

MR. KARACSONYI: -- where's the money.

MR. NELSON: That money was a bonus program that was designed by Mrs. Ramos (phonetic) working on the properties, Lynita's and mine, and she had had that property --

THE COURT: So we have -- we have to look at that at that. At this point, I don't know.

MR. KARACSONYI: But he awarded -- you awarded her the value of the house.

THE COURT: How much -- I don't -- how much was it?

MS. PROVOST: The note.

MR. KARACSONYI: The note.

THE COURT: I don't know what it was.

MR. KARACSONYI: 79 --

THE COURT: We're going to be back on another motion, aren't we, on June 16th --

MR. KARACSONYI: Do you know what we'll do --

THE COURT: -- or something?

MR. KARACSONYI: -- and once we get --

THE COURT: Maybe we can look at it at that time, see if you guys can --

MR. KARACSONYI: -- the accounting --

THE COURT: -- resolve all the other arguments at the time that are Ramos, if it is. I don't remember all the details.

MR. KARACSONYI: What are we -- are they going to -- we need to secure -- you secured them. But then once we get the accounting, are we going to secure all the money that we're owed from the past year, and then that note that he's saying was now paid off?

THE COURT: Wouldn't you be secured from --

MR. KARACSONYI: How are we going to be secured?

THE COURT: -- their half of the Brian Head? The half of the Brian Head? I mean, the same thing would go that

way. If I enjoin it from both sides, wouldn't you be secure from the Brian Head property?

(Whispered conversation)

MR. KARACSONYI: Oh, okay.

MR. DICKERSON: The Brian Head property would have to be sold.

MR. KARACSONYI: Yeah. Are his BanOne properties enjoined, too, then?

MR. DICKERSON: Yes.

MR. KARACSONYI: You said all BanOne. The Arizona --

THE COURT: I was talking about the BanOne that was transferred to her. Have you done anything with your BanOne Arizona?

MR. NELSON: I am trying to liquidate those, because I have a huge lien against Frank Soros (phonetic), Your Honor.

THE COURT: Aren't you protected --

MR. NELSON: It doesn't affect her --

THE COURT: Aren't you protected with the -- wouldn't the Brian Head property --

MR. DICKERSON: Let us look at the issue --

THE COURT: Okay.

MR. KARACSONYI: We'll look at it --

MR. DICKERSON: At some point, Your Honor, I think

we're going to be asking for a supersedeas bond --

THE COURT: Yeah.

MR. DICKERSON: -- that would have to be posted --

THE COURT: Yeah. I think a good --

MR. DICKERSON: -- so let us take a look at it, and we'll -- we'll figure this out.

MR. KARACSONYI: Yeah. Once we get the accounting -- how long do they have to give us the accounting?

MR. NELSON: It'll take me about 90 days to do that accounting. That's not a simple issue, Your Honor.

MR. KARACSONYI: The past ones that are already done --

THE COURT: How do you -- how have you been --

MR. KARACSONYI: -- all the records --

THE COURT: -- how have you been --

MR. NELSON: Generally, it takes us 30 days on a month to month that they've agreed to. To go back a full year, it'll take us about 90 days to do it.

THE COURT: Are you doing a monthly now, so you can get --

MR. NELSON: Yes, sir.

THE COURT: -- monthly from this day forward, and 90 days, you'll do the back year. Is that fair enough?

MR. NELSON: Yeah. From June, by July 31st, we'll

have the full accounting for June.

MR. DICKERSON: Why don't we have the ones that he's done in the past? He's --

THE COURT: You got --

MR. NELSON: You have gotten them every month by month that they --

MR. KARACSONYI: Didn't BanOne file a tax return last year?

(Whispered conversation)

MR. NELSON: I can do, where everything within 90 days --

MR. KARACSONYI: For a K-1?

MR. NELSON: I mean, it's only numbers.

THE COURT: All right.

MR. KARACSONYI: Can we get a production of all the books from BanOne, and all this --

(Whispered conversation)

THE COURT: Why don't you give the accountings -- let's do it this way. Let's give the accountings going forward on BanOne properties, Lindell property, Russell Road property; right? Those are the three that we have; right?

MR. KARACSONYI: Yes.

THE COURT: The main ones? Then we'll give you 90 days to do an accounting for all those properties as of June

3rd, 2013, forward.

MR. KARACSONYI: And the J.B. Ramos note.

THE COURT: And the J.B. Ramos. You're going to address that at that time -- is that (indiscernible) 90 days --

MR. SOLOMON: I can address that within that 90 day period.

THE COURT: All right. That way we'll get everything out so we can get her done. All right. Anything else?

MR. KARACSONYI: And we'll bring to the Court -- then we'll know what we're owed at that point, or we'll argue over what we're --

THE COURT: Ballpark --

MR. KARACSONYI: -- owed --

THE COURT: -- and we'll talk about security at that time, if you need it.

MR. KARACSONYI: Perfect. We'll file a brief.

THE COURT: All right. Now, as far as who wants to do the order from today --

MR. KARACSONYI: I will prepare it.

MR. SOLOMON: Well --

THE COURT: And share it with parties? My issue on that is, you know, the appeal's not going to -- until that

order's done, because that's going to --

MR. KARACSONYI: No, we're going to separate -- we should separate the Wyoming Downs and the injunction into two separate orders; right?

THE COURT: Is that easier?

MR. SOLOMON: I think we should.

THE COURT: Okay.

MR. KARACSONYI: Yes, I agree.

(Whispered conversation)

MR. SOLOMON: Can we have 90 days to transfer the property, too?

MS. FORSBERG: You had talked about the stay, that -- to give 90 days to file.

MR. DICKERSON: They've had these -- they've had these deeds since --

THE COURT: Yeah. I think that's -- I think that's --

MR. DICKERSON: -- at least nine months.

THE COURT: -- I think the transfer's fine -- transfer done. Let's get that done. As far as that, I can't see that giving any harm to you if it's in their name, or their -- or his name on that. I think she should have the responsibility for starting to manage those properties. And in the ultimate determination on that, he's been able to go