

RPTT
EXEMPT 4

GRANT, BARGAIN, SALE DEED

1194

THIS INDENTURE WITNESSETH: That LYNITA SUE NELSON, TRUSTEE of the NELSON TRUST u/a/d
July 13, 1993

In consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
BERKLEY ENTERPRISES, a Nevada General Partnership

all that real property situate in the _____ County of Clark

State of Nevada, bounded and described as follows:

That portion of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 19, Township 21 South, Range 61 East, M.D.B. & M., according to the Official Plat of said land on file in the Office of the Bureau of Land Management, Clark County, Nevada, and being more particularly described as follows:

Lots Three (3) and Four (4) of the certain Parcel Map in File 31, Page 55, in the Office of the County Recorder of Clark County, Nevada, and recorded June 6, 1980 in Book 1237 of Official Records, as Document No. 1196782.

APN: 140-380-012 (see also map)

(commonly known as 4285 So. Polaris, Las Vegas, Nevada)

SUBJECT TO: 1. Taxes for the fiscal year 93-94
2. Reservations, restrictions and conditions if any; rights of way and easements either of record or actually existing on said premises.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining.

Witness my hand this 25th day of January, 1994

THE NELSON TRUST, u/a/d July 13, 1993

BY Lynita Sue Nelson
LYNITA SUE NELSON, TRUSTEE

STATE OF NEVADA

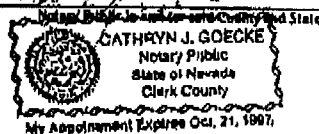
County of Clark

On 1/25/94 personally appeared before

me, a Notary Public,
LYNITA SUE NELSON, TRUSTEE

known (or proved) to me to be the person who executed
the foregoing instrument and who acknowledged that she
executed the above instrument.

WITNESS my hand and official seal.



ESCROW NO.) ACCOMMODATION ONLY WITHOUT
ORDER NO.) LIABILITY waived
WHEN RECORDED MAIL TO: The Walters Group
145 E. Reno Ave; E-5A, Las Vegas,
NV 89119 ATTN: Steve Yavorsky

SPACE BELOW FOR RECORDER'S USE ONLY

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
NEVADA TITLE COMPANY

01-16-97 08:00 TML
BOOK: 970116 INST: 00226
FEE: 7.00 RPT: EX#004

Recording Requested by:
Lawyers Title of Nevada, Inc.
Escrow No.: 99041089CN

After Recording, mail to:
Lisa D. Cordilla
9125 Riding Heights Avenue
Las Vegas, Nevada 89117

Affix R.P.T.T. \$317.50
ARN: 163-20 -311-017

ORIGINAL

GRANT, BARGAIN, SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
LYNITA SUE NELSON, TRUSTEE OF THE LYNITA SUE NELSON SEPARATE PROPERTY TRUST u/a/d July 13,
1993

do(es) hereby Grant, Bargain, Sell and Convey to
LYSA D. CORDILLA, an unmarried woman

the following described real property situate in the
County of Clark State of Nevada:

Lot Seventeen (17) in Block One (1) of PEACE/QUARTERHORSE, as shown by map thereof on file
in Book 75 of Plats, Page 21 in the Office of the County Recorder of Clark County, Nevada,
and amended by Certificate of Amendment recorded September 26, 1996 in Book 960926 as
Document No. 00718, Official Records.

SUBJECT TO:

1. Taxes for the fiscal year 98-99
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or
appertaining, and the reversion and reversions, remainder and remainders, rents, issues
profits thereof.

Dated this 26th day of May, 1999.
THE LYNITA SUE NELSON SEPARATE PROPERTY TRUST u/a/d 7-13-93

Lynita Sue Nelson, Trustee
Lynita Sue Nelson, Trustee

STATE OF NEVADA,

COUNTY OF CLARK

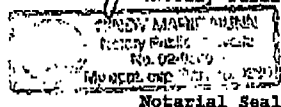
On May 27, 1999 personally
appeared before me, a Notary Public,
LYNITA SUE NELSON

This area provided for Recorder's Use

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

personally known (or proved) to me to
be the person whose name is subscribed
to the above instrument who acknowledged
that s/he executed the instrument.

Christy Marie Dunn
(Notary Public)



CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

LAWYERS TITLE OF NEVADA
05-28-99 14:55 AEB

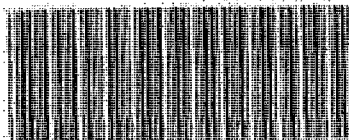
BOOK: 990328 INST: 01771

FEE: 7.00 RPTT: 317.50

RECORDING REQUESTED BY:

SECURITY TITLE AGENCY

When recorded mail to:
Sala Family Limited Partnership
2120 East 6th Street, Suite 14
Tempe, AZ 85281



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

99-0721511 07/30/99 03:55

JUNE 310 OF 250

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ESCROW NO. 15-15-20908-SS

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,
Lynita Sue Nelson Trustee of the Nelson Trust dated July 31, 1993
do hereby convey to

SAIA FAMILY LIMITED PARTNERSHIP, an Arizona Limited Partnership
the following described real property situated in Maricopa County, Arizona:
Lots 6 and 7, West Mesa Commerce Center, according to Book 255 of Maps, Page 24
records of Maricopa County, Arizona.

In compliance with A.R.S., 33-404, Beneficiary for the Grantor's trust is:

Lynita Sue Nelson c/o Eric Nelson
Eric L. Nelson 3611 S. Lindell, Suite 201
Amanda Nelson Las Vegas, NV 89103
Aubrey Nelson
Erica Nelson

Subject to current taxes and other assessments, reservations in patents and all easements,
rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and
liabilities as may appear of record, the Grantor warrants the title against all persons
whomsoever.

Dated July 9, 1999

Lynita Sue Nelson Trustee of the Nelson Trust
dated July 31, 1993

Lynita Sue Nelson
Lynita Sue Nelson, Trustee

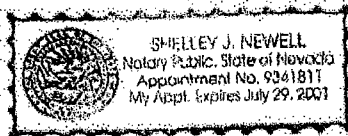
STATE OF NEVADA

COUNTY OF Clark

This foregoing instrument was acknowledged before me this 15th day of July, 1999, by Lynita
Sue Nelson, Trustee.

My commission expires: July 29, 2001

Shelley J. Newell
Notary Public



Form **SS-4**
(Rev. February 1998)

Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches,
government agencies, certain individuals, and others. See instructions.)

Keep a copy for your records.

EIN

OMB No. 1545-0003

1 Name of applicant (Legal name) (See instructions.) LSN Nevada Trust		88-6084830	
2 Trade name of business, if different from name in line 1		3 Executor, trustee, "care of" name Lynita Sue Nelson, Trustee	
4a Mailing address (street address) (room, apt., or suite no.) 7065 Palmyra		5a Business address, if different from address on lines 4a and 4b	
4b City, state, and ZIP code Las Vegas, NV 89117		5b City, state, and ZIP code	
6 County and state where principal business is located Clark County, Nevada			
7 Name of principal officer, general partner, grantor, owner, or trustee-SSN or ITIN may be required (See instructions.) Lynita Sue Nelson - 530-72-1417			

8a Type the entity (Check only one box.) (See instructions.)

Caution: If applicant is a limited liability company, see the instructions for line 8a.

- | | |
|---|---|
| ☐ Sole Proprietor (SSN) | ☐ Estate (SSN of decedent) |
| ☐ Partnership | ☐ Plan administrator (SSN) |
| ☐ REMIC | ☐ Other corporations (specify) _____ |
| ☐ State/local government | ☒ Trust |
| ☐ Church/religious controlled organization | ☐ Federal government/military |
| ☐ Other nonprofit organization (specify) _____ | (enter GEN if applicable) |
| ☐ Other (specify) _____ | |

8b If a corporation, name the state or foreign country (if applicable) where incorporated	State N/A	Foreign country N/A
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9 Reason for applying (Check only one box.) (See instructions.)	☐ Banking purpose (specify) _____
☐ Started new business (specify type) _____	☐ Changed type of organization (specify) _____
☐ Hired employees	☐ Purchased going business
☐ Created a pension plan (specify type) _____	☒ Created a trust (specify) Irrevocable Trust
	☐ Other (specify) _____

10 Date business started or acquired (Month, day, year) (See instructions.) 5/30/01	11 Closing month of accounting year. (See instructions.) December
---	---

12 First date wages or annuities were paid or will be paid (Month, day, year). Note: If the applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Month, day, year) _____

13 Highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter -0-. (See instructions.)	Nonagricultural 0	Agricultural 0	Household 0
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14 Principal activity (See instructions.) **Estate planning**

15 Is the principal business activity manufacturing? _____
If "Yes," principal product and raw material used _____ ☐ Yes ☒ No

16 To whom are most of the products or services sold? Please check the appropriate box. ☐ Business (wholesale) ☒ Public (retail) ☐ Other (specify) _____ ☒ N/A

17a Has the applicant ever applied for an employer identification number for this or any other business? _____
Note: If "Yes," please complete lines 17b and 17c. ☐ Yes ☒ No

17b If you checked the "Yes" box on line 17a, give applicant's legal name and trade name shown on prior application, if different from line 1 or 2 above.

Legal name _____ Trade name _____

17c Approximate date when and city and state where the application was filed and the previous employer identification number if known.

Approximate date when filed (Mo., day, year) _____ City and state where filed _____ Previous EIN _____

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature _____ Date _____
(702) 433-4455

Name and title (Please type or print clearly.) **Lynita Sue Nelson, Trustee**
Signature _____ Date _____
(702) 451-1853

Name and title (Please type or print clearly.) **Lynita Sue Nelson, Trustee**

Signature _____ Date _____
Note: Do not write below this line. For official use only.

Please leave blank _____

Class _____ Size _____ Reason for applying _____

TOTAL P.02

RAPP0624
DEF004184

161-28-401-007

20010614
.00850

6/7/01

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That LYNITA SUE NELSON, Trustee of the NELSON TRUST, dated July 13, 1993, for good and other valuable consideration, does hereby Grant, Bargain, Sell and Convey to C J E & L, LLC, all of her right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

The West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 28, Township 21 South, Range 62 East, Mount Diablo Meridian.

EXCEPTING THEREFROM that portion as conveyed to the State of Nevada by that certain Grant Deed recorded May 21, 1984 in Book 1924 as Document No. 1883518 of Official Records.

Commonly known as: 5220 East Russell Road, Las Vegas, NV

APN: 161-28-401-007

GRANTEE'S ADDRESS: LYNITA SUE NELSON, 7065 Palmyra, Las Vegas, NV 89117

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Witness her hand this 7 day of June, 2001.


LYNITA SUE NELSON, Trustee

APN: 163-19-501-027-02

GRANT, BARGAIN, SALE DEED

R.P.T.T. \$0.00 Exempt LRS 375.010 Sec 8

THIS INDENTURE WITNESSETH: That Lynita Sue Nelson, Trustee of the Nelson Trust w/a/d 7/13/93, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Lynita Sue Nelson, trustee of the LSN Nevada Trust w/a/d 5/30/01, all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

PT NE4 NE4 SEC 19 21 60 (28 ACRES)

SUBJECT TO:

1. Taxes for the fiscal year 2001-2002.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 20th day of August, 2001.

BY:

Lynita Sue Nelson
Lynita Sue Nelson, Trustee

Its:

STATE OF NEVADA)

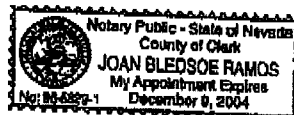
COUNTY OF CLARK)

)ss:

On this 20th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, Clark, who acknowledged that Lynita Sue Nelson executed the above instrument.

WITNESS my hand and official seal.

Joan Bledsoe Ramos
NOTARY PUBLIC in and for said County and State.



ESCROW NO.

WHEN RECORDED RETURN TO:

(and mail tax statements to) LSN Nevada Trust, Lynita Nelson ttee
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
LSN NEVADA TRUST
08-22-2001 10:28 AM
BOOK 20010822 INST 01052
FEE: 1.00 RPT: EXH400

APN: 163-13-205-001-02

GRANT, BARGAIN, SALE DEED

R.P.T.T. \$0.00 Exempt LRS \$75.010 Sec. 8

THIS INDENTURE WITNESSETH: That Lynita Sue Nelson, Trustee of the Nelson Trust u/a/d 7/13/93, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Lynita Sue Nelson, trustee of the LSN Nevada Trust u/a/d 5/30/01, all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

PARCEL MAP FILE 86 PAGE 73 LOT 1 (.98 ACRES)

SUBJECT TO:

1. Taxes for the fiscal year 2001-2002.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 20th day of August, 2001.

BY:

Its:

STATE OF NEVADA)

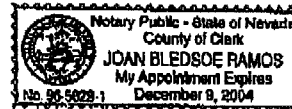
COUNTY OF CLARK)

)ss:

On this 20th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, Clark, who acknowledged that Lynita Sue Nelson executed the above instrument.

WITNESS my hand and official seal.

Joan Bledsoe Ramos
NOTARY PUBLIC in and for said County and State.



ESCROW NO.

WHEN RECORDED RETURN TO:
(and mail tax statements to) LSN Nevada Trust, Lynita Nelson ttee
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
LSN NEVADA TRUST
08-22-2001 10:44 AM
OFFICIAL RECORDS
BOOK 20010822 INSTR 01118
FEE: 7.00 RPTD: 247000

APN: 138-25-112-034-02

GRANT, BARGAIN, SALE DEEDR.P.T.T. \$0.00: *...mp1 HRS 375.010.50.8*

THIS INDENTURE WITNESSETH: That Lynita Sue Nelson, Trustee of the Nelson Trust u/a/d 7/13/93, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Lynita Sue Nelson, trustee of the LSN Nevada Trust u/a/d 5/30/01, all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

CHARLESTON HGTS UNIT #44C, PLAT BOOK 8 PG 75, LOT 21 BLOCK 10

SUBJECT TO:

1. Taxes for the fiscal year 2001-2002.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 20th day of August, 2001.

BY:

Lynita Sue Nelson
Lynita Sue Nelson, Trustee

Its: _____

STATE OF NEVADA)

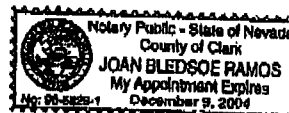
)ss:

COUNTY OF CLARK)

On this 20th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, Clark, who acknowledged that Lynita Sue Nelson executed the above instrument.

WITNESS my hand and official seal.

Joan Bledsoe Ramos
NOTARY PUBLIC in and for said County and State.



ESCROW NO.

WHEN RECORDED RETURN TO:

(and mail tax statements to) LSN Nevada Trust, Lynita Nelson ttee
3611 S. Lindell Rd, Ste. 201
Las Vegas, Nevada 89103

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

LSN NEVADA TRUST

08-22-2001 10:28 AM

BOOK 20010822 INST: 01000

FEE: 7.00 RPTH: 6X000

DEF011023

RAPP0628

230807-DJG

20021115
01194

20010822
01082

APN: 163-19-501-027-4)

RE-RECORDED

GRANT, BARGAIN, SALE DEED

R.P.T.T. 5.0.06 Easmt, 1325 37.000 Sec 8

THIS INDENTURE WITNESSETH: That Lynita Sue Nelson, Trustee of the Nelson Trust w/d 7/13/03, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Lynita Sue Nelson, trustee of the LSN Nevada Trust w/d 5/30/01, all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

PT NE4 NE4 SEC 19 21 60 (28 ACRES)

SUBJECT TO:

1. Taxes for the fiscal year 2001-2002.
2. Rights of way, reservations, restrictions, easements and conditions of record.

This deed is re-recording to correct the legal description.
See Attached Exhibit "A" for complete legal description.

Together with all tenements, hereditaments and appurtenances thereto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 20th day of August, 2001.

BY:

Its:

STATE OF NEVADA)

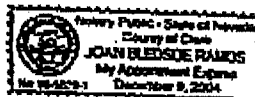
COUNTY OF CLARK)

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

On this 20th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, Clark, who acknowledged that Lynita Sue Nelson executed the above instrument.

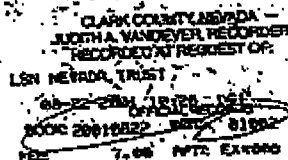
WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County and State.



ESCROW NO.

WHEN RECORDED RETURN TO:
(and mail tax statements to) LSN Nevada Trust, Lynita Nelson trce
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103



RAPB006143

Deed 2256 B

Unofficial Document

When recorded and mail
Tax statements to:
LSN Nevada Trust
Lynita Sue Nelson, Trustee
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103

GRANT, BARGAIN, SALE DEED

Transfer Tax Exempt "Affidavit of Value" (ARS 11-1134 B.8)

THIS INDENTURE WITNESSETH: That Lynita Sue Nelson, Trustee of Nelson Trust
w/a/d 7/13/93, FOR A VALUABLE CONSIDERATION, the receipt of which hereby
acknowledged, do hereby Grant, Bargain, sell and Convey to Lynita Sue Nelson, Trustee
of LSN Nevada Trust w/a/d 5/30/01, all that real property situate in the County of
Maricopa, State of Arizona, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART
HEREOF FOR LEGAL DESCRIPTION.

APN # 303-63-182 (commonly known as 8558 Indian School Unit J, Scottsdale, AZ)

SUBJECT TO:

1. Taxes for the fiscal year 2001-2002
2. Rights of way, reservations, restrictions, easements
and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or
appertaining, and the reversion and reversions, remainder and remainders, rents, issues
and profits thereof.

WITNESS my hand the day of , 2001.

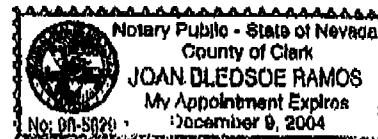
BY: Lynita Sue Nelson
Lynita Sue Nelson, Trustee of Nelson Trust

STATE OF NEVADA }
COUNTY OF CLARK } ss:

On this 11th day of Sept 2001 Lynita Sue Nelson, personally appeared before me, a Notary
Public in and for said County and State, acknowledged that she executed the
above instrument.

WITNESS my hand and official seal.

Joan Dledsoe Ramos
NOTARY PUBLIC in and for County and State.



When recorded and mail
Tax statements to:
LSN Nevada Trust
Lynita S. Nelson, Trustee
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103

10/22/01

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Lynita Sue Nelson, Trustee of Nelson Trust w/a/d 7/13/93 FOR A VALUABLE CONSIDERATION, the receipt of which hereby acknowledged, do hereby Grant, Bargain, sell and Convey to Lynita Sue Nelson, Trustee of LSN Nevada Trust w/a/d 5/30/01, all that real property situate in the County of Iron, State of Utah, bounded and described as follows:

PARCEL # 7 (SERIAL #C-0646-0004-0000) 60 ACRES.
SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE PART
HEREOF FOR LEGAL DESCRIPTION

SUBJECT TO:

1. Taxes for the fiscal year 2001-2002
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand the 22nd day of Oct, 2001.

BY: Lynita Sue Nelson
Lynita Sue Nelson, Trustee of Nelson Trust

00440113 Bx00770 Pg00545-00546

PATSY CUTLER - IRON COUNTY RECORDER
2001 OCT 22 15:21 PM FEE \$14.00 BY PTC
REQUEST: NELSON OFFICE

STATE OF NEVADA

COUNTY OF CLARK

ss:

On this 2nd day of Oct, 2001 Lynita Sue Nelson, personally appeared before me, a Notary Public in and for said County and State, acknowledged that she executed the above instrument.

WITNESS my hand and official seal.

Joan Bledsoe Ramos
NOTARY PUBLIC in and for County and State.



When recorded and mail
Tax statements to:
LSN Nevada Trust
Lynita S. Nelson, Trustee
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103

10/22/01

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Lynita Sue Nelson, Trustee of Nelson Trust
w/a/d 7/13/92, FOR A VALUABLE CONSIDERATION, the receipt of which hereby
acknowledged, do hereby Grant, Bargain, sell and Convey to Lynita Sue Nelson, Trustee
of LSN Nevada Trust w/a/d 5/30/01, all that real property situate in the County of Iron,
State of Utah, bounded and described as follows:

PARCEL # 4 & 6 (SERIAL #C-0646-0004-0002) 40 ACRES
SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE PART
HEREOF FOR LEGAL DESCRIPTION

SUBJECT TO:

1. Taxes for the fiscal year 2001-2002
2. Rights of way, reservations, restrictions, easements
and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or
appertaining, and the reversion and reversions, remainder and remainders, rents, issues
and profits thereof.

WITNESS my hand the 2nd day of Oct, 2001.

BY: Lynita Sue Nelson
Lynita Sue Nelson, Trustee of Nelson Trust

STATE OF NEVADA

COUNTY OF

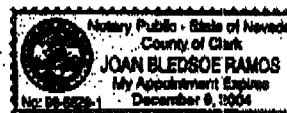
On this 2nd day of Oct, 2001, Lynita Sue Nelson, personally appeared before me, a Notary
Public in and for said County and State, acknowledged that she executed the
above instrument.

WITNESS my hand and official seal.

Joan Bledsoe Ramos
NOTARY PUBLIC in and for County and State.

00440114 Bk00770 Pg00547-00548

PAISY CUTLER - IRON COUNTY RECORDER
2001 OCT 22 13:32 PM FEE \$17.00 BY PTC
REQUEST: NELSON OFFICE



When recorded and mail
Tax statements to:
LSN Nevada Trust
Lynita S. Nelson, Trustee
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103

GRANT, BARGAIN, SALE DEED

Exemption- "Affidavit of Value" ARS 11-1134 B.8

THIS INDENTURE WITNESSETH: That Lynita Sue Nelson, Trustee of Nelson Trust
w/a/d 7/13/93, FOR A VALUABLE CONSIDERATION, the receipt of which hereby
acknowledged, do hereby Grant, Bargain, sell and Convey to Lynita Sue Nelson, Trustee
of LSN Nevada Trust w/a/d 5/30/01, all that real property situate in the County of
Maricopa, State of Arizona, bounded and described as follows:

APN # 214 09 026B 1 (commonly known as 1606 to 1618 E. Bell Rd. Phoenix, AZ)
SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE PART
HEREOF FOR LEGAL DESCRIPTION

SUBJECT TO:

1. Taxes for the fiscal year 2001-2002
2. Rights of way, reservations, restrictions, easements
and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or
appertaining, and the reversion and reversions, remainder and remainders, rents, issues
and profits thereof.

WITNESS my hand the 2nd day of Oct, 2001.

BY: Lynita Sue Nelson
Lynita Sue Nelson, Trustee of Nelson Trust

STATE OF NEVADA

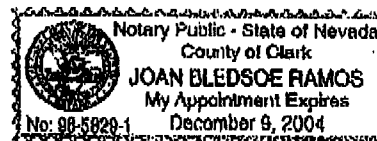
COUNTY OF CLARK

} ss:

On this 2nd day of Oct, 2001, Lynita Sue Nelson, personally appeared before me, a Notary
Public in and for said County and State, acknowledged that she executed the
above instrument.

WITNESS my hand and official seal.

Joan Bledsoe Ramos
NOTARY PUBLIC in and for County and State.



163-19-501-021 163-19-501-027

Affix R.P.T.T.S 1677.50

Escrow No. 00238807DJG

WHEN RECORDED MAIL DEED AND TAX STATEMENTS TO:

Ronald R. Evans, et ux
c/o 2650 E. Lake Sahara Drive #190
Las Vegas, Nev. 89117

2002-11-15
01195

2

11/01

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That: LYNITA SUE NELSON TRUSTEE, ~~TRUSTEE~~ of the LSN Nevada Trust w/d/t May 30, 2001 in consideration of \$10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to RONALD R. EVANS AND GERALDINE A. EVANS, husband and wife as joint tenants

all that real property situate in the County of CLARK State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: 1. Taxes for the current fiscal year, and any and all taxes (including supplemental taxes) and assessments levied or assessed after the recording date of this document.
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 13th day of November, 2001.

THE LSN NEVADA TRUST dated May 30, 2001

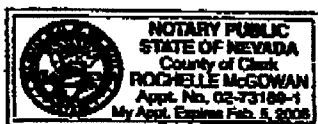
Lynita Sue Nelson
BY Lynita Sue Nelson, Trustee

STATE OF NEVADA
COUNTY OF CLARK

On, 11/13/02, personally appeared before me, a Notary Public, Lynita Sue Nelson, Trustee of The LSN Nevada Trust dated May 30, 2001 personally known (or proven) to me to be the person(s) whose name(s) is/are subscribed to the within instrument who acknowledged that she executed the instrument.

Michelle McGowan

Notary Public in and for said County and State.



DOT rev. 12/99

DEF006139
RAP0634

Spring Valley
163-18-413-001

↑
028
↑

20040527-0001092

Fee: \$15.00 RPTT: EX003
05/27/2004 09:34:15 T20040030679
Rea: GROTTA FINANCIAL PARTNERSHIP
Frances Deane
Clark County Recorder Pgs: 4

APN: 163-18-401-023 and portion of 163-18-401-010
R.P.T.T.- Exempt NRS 375.090, Section 3

When recorded and mail
Tax statements to:

Grotta Financial Partnership
3611 S. Lindell Road Suite 201
Las Vegas, Nevada 89103



QUIT- CLAIM DEED

For the consideration of Ten and 0/100 Dollars, and other valuable considerations, I,

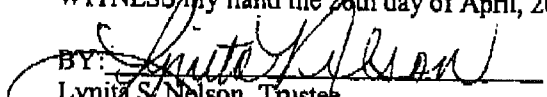
Lynita S. Nelson, Trustee of the LSN Nevada Trust u/a/d 5-30-01

Hereby quit-claim to:

Grotta Financial Partnership all real property situate in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A"

WITNESS my hand the 26th day of April, 2004.

BY: 
Lynita S. Nelson, Trustee
LSN Nevada Trust u/a/d 5-30-01

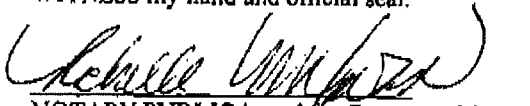
STATE OF NEVADA }

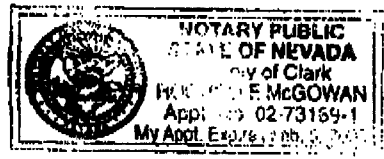
} ss:

COUNTY OF CLARK }

On this 26 day of April, 2004 Lynita S. Nelson, personally appeared before me, a Notary public in and for the said County and State, and acknowledged that he executed the above instrument.

WITNESS my hand and official seal.


NOTARY PUBLIC in and for County and State



When recorded and mail
Tax statement to:
Harber Investments LLC
2840 S. Pioneer Way
Las Vegas, Nevada 89117

00491066 000946 P000260-00260

PATSY CUTLER - IRON COUNTY RECORDER
2004 OCT 01 15:11 PM FEE \$11.00 BY PTC
REQUEST: HARBER INVESTMENTS L L C

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH: That Lynita S. Nelson, Trustee of LSN Nevada Trust w/a/d 5/30/01, FOR A VALUABLE CONSIDERATION, the receipt of which hereby acknowledged, do hereby Quit Claim to Harber Investments, LLC, that real property situated in the County of Iron, State of Utah, bounded and described as follows:

SE1/4 SEC LOT 11 & NE1/4 SEC LOT 18, SEC 31, T36S, R8W, SLM: SUBJECT TO & TOGETHER WITH 66 FT RD & UTIL R/W DESC REC BK 770/545

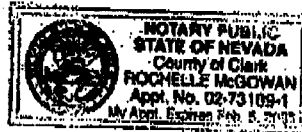
SUBJECT TO:

1. Taxes for the fiscal year 2003-2004
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

WITNESS my hand this 30 day of September, 2004.

BY Lynita S. Nelson
Lynita S. Nelson, Trustee
LSN Nevada Trust w/a/d 5/30/01



STATE OF NEVADA

COUNTY OF Clark

On this 30 day of September, 2004, Lynita S. Nelson, personally appeared before me, a Notary Public in and for said County and State, Eric L. Nelson acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

Rochelle McGowan
NOTARY PUBLIC in and for County and State.

This Document Prepared By:
Lana Martin
Assistant to Lynita Nelson
(702) 362-3090
3611 S. Lindell Rd, Ste. 201
Las Vegas, Nevada 89103

RAPR006606347

Mail Tax Notice to: Nelson Family Trust
3335 Sisk Rd.
Las Vegas, NV 89108

00518837 BR01009 Pa01539-01539

PATSY CUTLER - IRON COUNTY RECORDER
2005 DEC 14 14:40 PM FEE \$10.00 BY PTC
REQUEST: CEDAR LAND TITLE INC

Water Deed

Order No.: 28112

Lynita Sue Nelson, Trustee of the Nelson Trust dated July 13, 1993 and Eric L. Nelson, Trustee of the Eric L. Nelson Separate Property Trust dated July 13, 1993, Grantor
of: Las Vegas, State of Nevada

hereby GRANTS TO

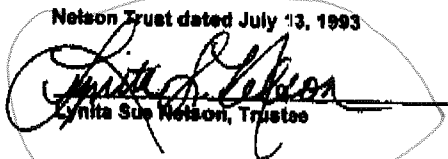
Clarence C. Nelson and Jeanette Nelson, Trustees of the Nelson Family Trust dated May 31, 2001,
Grantee
of: Las Vegas, State of Nevada

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract
of water in Iron County, State of Utah, to-wit:

0.25 Acre feet of underground water from Water User Claim Number 61-1967, Change Application
#23846.

WITNESS the hand of said Grantor, November 10, 2005

Nelson Trust dated July 13, 1993

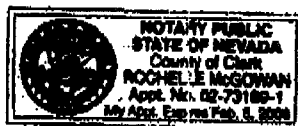

Lynita Sue Nelson, Trustee

Eric L. Nelson Separate Property Trust dated
July 13, 1993


Eric L. Nelson, Trustee

County of Clark
State of Nevada) ss.

On the 5 day of November, 2005, personally appeared before me, Lynita Sue Nelson and Eric L. Nelson, the signers of the within instrument who duly acknowledged before me that they executed the same.




NOTARY PUBLIC
Residing in: Las Vegas, Nevada

12/14/05

Unofficial
Document

00/1112783

FIDELITY NATIONAL TITLE

When Recorded Mail To:

Maury Fagan, et al
22647 Ventura Blvd., #347
Woodland Hills, CA 91364

Escrow No. 39004039-PG

1/2

MYM

SPECIAL WARRANTY DEED

For the consideration of Ten and 00/100 Dollars, and other valuable consideration, I or we,

Lynita Sue Nelson, as Trustee of LSN Nevada Trust u/a/d May 30, 2001

the GRANTOR does hereby convey to

Maury Fagan and Deborah C. Fagan, as Trustees of the Maury Fagan and Deborah C. Fagan Trust Agreement of 1990, as to an undivided 20% interest and 5121 Glendale Associates, a California limited partnership, as to an undivided 80% interest

the GRANTEES

the following described real property situated in MARICOPA County, Arizona:
SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor does warrant the title against all acts of Grantor and no other, subject to the matters above set forth.

DATED: July 27, 2005

STATE OF NEVADA

COUNTY OF Clark

This instrument was acknowledged before me this

August 2nd day of

2005
by Lynita Sue Nelson, as Trustee of LSN Nevada
Trust u/a/d May 30, 2001

LSN Nevada Trust u/a/d May 30, 2001

By:

Lynita Sue Nelson
Lynita Sue Nelson, Trustee

Signature

[Signature]
Notary Public

My Commission Expires:

Feb 5, 2006

Mail Tax Notice to: Nelson Family Trust
3335 Sisk Rd.
Las Vegas, NV 89108

00531319 Bk01038 Pa01222-01222
PATSY CUTLER - IRON COUNTY RECORDER
2004 JUN 07 13:54 PM FEE \$10.00 BY AAZ
REQUEST: CEDAR LAND TITLE INC

Water Deed

Order No.: 25112

Eric L. Nelson and Lynita Sue Nelson, Trustees of the Eric L. Nelson Trust dated July 13, 1993, Grantor
of: Las Vegas, State of Nevada

hereby GRANTS TO

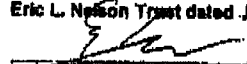
Clarence C. Nelson and Jeanette Nelson, Trustees of the Nelson Family Trust dated May 31, 2001,
Grantee
of: Las Vegas, State of Nevada

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract
of water in Iron County, State of Utah, to-wit:

One-Quarter (0.25) Acre feet of underground water from Water User Claim Number 61-1057.

WITNESS the hand of said Grantor, May 17, 2006

Eric L. Nelson Trust dated July 13, 1993

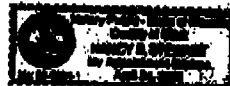

Eric L. Nelson, Trustee


Lynita Sue Nelson, Trustee

County of Clark)
State of Nevada) ss.

On the 31st day of May, 2006, personally appeared before me, Eric L. Nelson and Lynita Sue Nelson, the signers of the within instrument who duly acknowledged before me that they executed the same.


NOTARY PUBLIC
Residing in: Las Vegas, Nevada



Recorded at the request of:
SECURITY TITLE AGENCY, INC.

When recorded, mail to:
Mr. and Mrs. Stewart Larsen
c/o Holmes and Larsen Auction Marketing
224 W. 2nd St.
Mesa, AZ 85201

214
ESCROW NO. 55-06-57794-KS

55-06-57794

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we

LYNITA SUE NELSON, Trustee of the LSN NEVADA TRUST w/d 5/30/01

do hereby convey to

Stewart Larsen and Adrienne Larsen, Husband and Wife

The following described real property situated in Maricopa County, Arizona:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

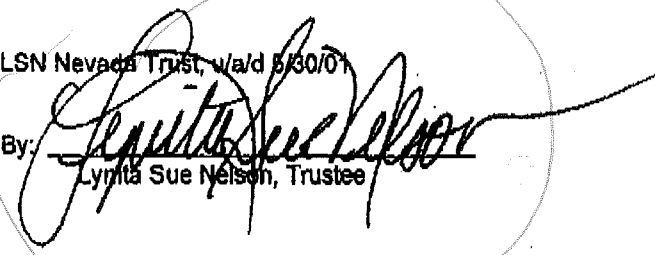
In compliance with A.R.S. 33-404, Beneficiary for the Grantor's Trust is:

Lynita Sue Nelson
3811 S. Lindell Rd., #201
Las Vegas, NV 89103

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Dated: July 18, 2006

LSN Nevada Trust, w/d 5/30/01

By: 

Lynita Sue Nelson, Trustee

LID

STATE OF Nevada

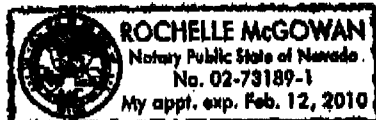
COUNTY OF Clark

This foregoing instrument was acknowledged before me this 18 day of July, 2006 by
Lynita Sue Nelson, Trustee of LSN Nevada Trust, w/d 5/30/01, on behalf of the trust.

My commission expires: Feb. 12, 2010



Notary Public



Warranty Deed (03/04)

DEF004670
RAP06640

Mail Tax Notice to: Nelson Family Trust
3336 Blak Rd.
Las Vegas, NV 89108

00536207 Bx01049 Ps00661-00661

PATSY CUTLER - IRON COUNTY RECORDER
2006 AUG 21 15:13 PM FEE: \$10.00 BY PYC
REQUEST: CEDAR LAND TITLE INC

8/21/06

Water Deed

Order No.: 25112

Lynita Sue Nelson, Trustee of the Nelson Trust, Grantor
of: Las Vegas, State of Nevada

hereby GRANTS TO

Clarence C. Nelson and Jeanette Nelson, Trustees of the Nelson Family Trust dated May 31, 2001,
Grantee
of: Las Vegas, State of Nevada

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract
of water in Iron County, State of Utah, to-wit:

One-Quarter (0.25) Acre feet of underground water from Water User Claim Number 61-1087.

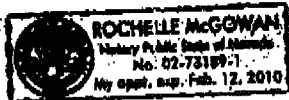
WITNESS the hand of said Grantor, July 31, 2006

Nelson Trust

Lynita Sue Nelson, Trustee

County of Clark } ss.
State of Nevada }

On the 15 day of August, 2006, personally appeared before me, Lynita Sue Nelson, the signer of
the within instrument who duly acknowledged before me that she executed the same.



Rochelle McGowan
NOTARY PUBLIC
Residing In: Las Vegas, NV

APN: 161-21-803-007
Affix R.P.T.T. Exemption 03

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

THE ERIC L. NELSON TRUST
3611 S. LINDELL ROAD, #201
LAS VEGAS, NV 89103

20070625-0002013

Fee: \$16.00 RPTT: EX#003
N/C Fee: \$0.00

06/25/2007 14:08:03
T20070114655

Requestor:
CHICAGO TITLE

Debbie Conway SOL
Clark County Recorder Pas: 4

ESCROW NO: 06014981-079-TL

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Lynita Sue Nelson, Trustee of the LSN Nevada Trust u/a/d 5/30/01

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged,
do hereby Grant, Bargain, Sell and Convey to

Eric L. Nelson Trust, under agreement dated May 30, 2001, Eric L. Nelson, Trustee

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and made a part hereof.

- Subject to:
1. Taxes for the current fiscal year, paid current.
 2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

To relinquish any interest that grantor may have acquired through Deed recorded
January 5, 2005 in Book 20050105, Document 0004265.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in
anywise appertaining.

Witness my/our hand(s) on November 28, 2006

GRANTORS:

LSN Nevada Trust u/a/d 5/30/01

By: Lynita Sue Nelson, Trustee

2007 2785
Recorded in the Above
Deed Book & Page
01-26-2007 08:16:10 AM
Tinsley & Kellar
Hancock County

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Lynita Sue Nelson, Trustee of the LSN Nevada Trust w/d 5/30/01, Grantor, does hereby remise, release, convey and forever quitclaim to Grotts Financial Partnership, a Nevada general partnership, Grantee, all its right, title and interest in and to the following land and property situated in Hancock, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

*****NO TITLE EXAM REQUESTED OR PERFORMED*****

The Certificate of Trust of the LSN Nevada Trust w/d 5/30/01 is attached hereto and incorporated herein.

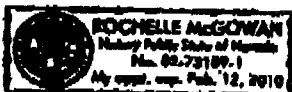
WITNESS MY SIGNATURE, on this the 23 day of January 2007.


Lynita Sue Nelson, Trustee of the LSN
Nevada Trust w/d 5/30/01

STATE OF NEVADA
COUNTY OF CLARK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for, the said county and state, on this 23 day of January, 2007, within my jurisdiction, the within named LYNITA SUE NELSON, who acknowledged that she is TRUSTEE of the LSN NEVADA TRUST w/d 5/30/01 and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 23 day of January 2007.




NOTARY PUBLIC
MY COMMISSION EXPIRES: Feb. 12, 2010

Grantor:
3611 S. Lindell Road, Suite 201
Las Vegas, Nevada 89103
702-362-3030

Grantee(s):
3611 S. Lindell Rd. Ste 201
Las Vegas Nevada 89103
Phone: 702-362-3030

THIS INSTRUMENT PREPARED BY:
Denny L. Grotwell, Esq.
303 Highway 90
Bay St. Louis, MS 39520
228-469-0444

DEF011606

RAPP0643

Paul + Nola's

p7
N3
L88

00553164

Warranty Deed B: 1089 P: 558 Fee \$47.00
 Patsy Cutler, Iron County Recorder Page 1 of 7
 05/22/2007 04:02:54 PM By FIRST AMERICAN TITLE/CEDAR CI



Recording Requested by:
 First American Title Insurance Agency, LLC
 365 South Main
 Cedar City, UT 84720
 (435)586-4476

AFTER RECORDING RETURN TO:
 Paul A. Haber and Nola A. Harber
2840 S. PIONEER WAY
LAS VEGAS, NV 89117

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

WARRANTY DEED

Escrow No. 362-4810462 (LRL)

A.P.N.: C-646-4-1 #373909

C-646-4-3, C-644-1 C-646 C-646-4-2 E-19-1 C-646-4

Paul A. Harber and Nola A. Harber, Trustees of the Paul A. & Nola A. Harber Trust dated March 31, 2000 and Paul A. Harber also Known as Paul Harber an individual and Nola A. Harber, also known as Nola Harber an individual and Lynita Sue Nelson as Trustee, LSN Nevada Trust dated May 30, 2001 and Lynita S. Nelson, Trustee of Nelson Trust, dated July 13, 1993, Grantor, of _____ County, State of _____

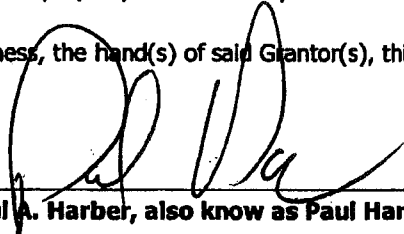
_____, hereby CONVEY AND WARRANT to

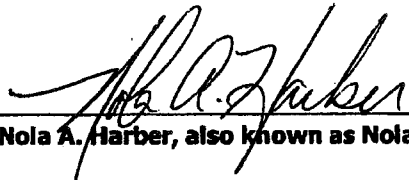
Paul A. Harber and Nola A. Harber, Trustees of the Paul A. and Nola A. Harber Trust, dated March 31, 2000, Grantee, of _____ County, State of _____, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in Iron County, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2007 and thereafter.

Witness, the hand(s) of said Grantor(s), this March 21, 2007.


 Paul A. Harber, also known as Paul Harber


 Nola A. Harber, also known as Nola Harber

The Paul A. and Nola A. Harber Trust dated March 31, 2000

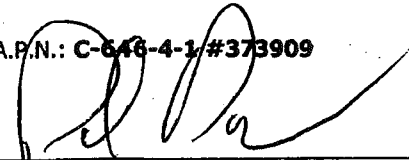
FIRST AMERICAN TITLE COMPANY
 ACCOMMODATION RECORDING ONLY
 NOT EXAMINED

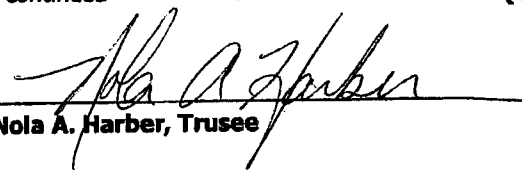
DEF004134
 RAP0664

A.P.N.: C-646-4-1/#373909

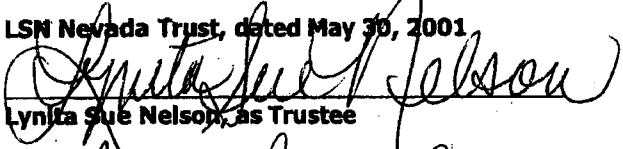
Warranty Deed - continued

File No.: 362-4810462 (LRL)

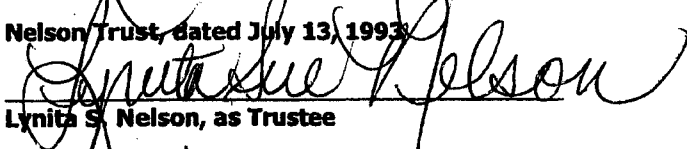

 Paul A. Harber, Trustee


 Nola A. Harber, Trustee

LSN Nevada Trust, dated May 30, 2001


 Lynita Sue Nelson, as Trustee

Nelson Trust, dated July 13, 1993

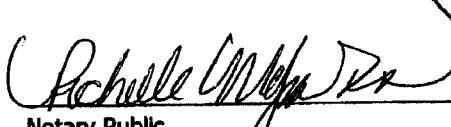
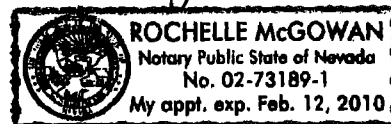

 Lynita S. Nelson, as Trustee

 STATE OF Nevada)
 County of Clark) ss.

On MARCH 21, 2007, before me, the undersigned Notary Public, personally appeared **Paul A. Harber, also know as Paul Harber and Nola A. Harber, also known as Nola Harber**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

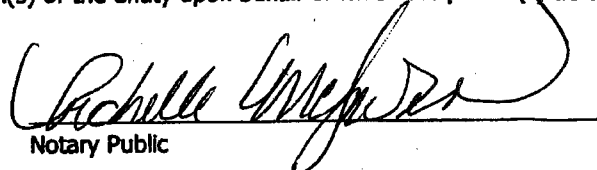
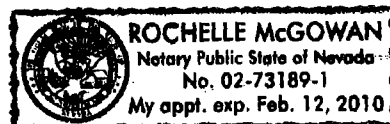
WITNESS my hand and official seal.

My Commission Expires: Feb 12, 2010
 STATE OF Nevada)
 County of Clark) ss.


 Notary Public


On MARCH 21, 2007, before me, the undersigned Notary Public, personally appeared **Lynita Sue Nelson, as Trustee of the LSN Nevada Trust, dated May 30, 2001**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Feb 12, 2010

 Notary Public


00553164

 Warranty Deed B: 1089 P: 559 Fee \$47.00
 Patsy Cutler, Iron County Recorder Page 2 of 7
 05/22/2007 04:02:54 PM By FIRST AMERICAN TITLE/CEDAR CI


Eric + Lynita's

00553165

Recording Requested by:
First American Title Insurance Agency, LLC
365 South Main
Cedar City, UT 84720
(435)586-4476

Warranty Deed B: 1089 P: 565 Fee \$45.00
Patsy Cutler, Iron County Recorder Page 1 of 6
05/22/2007 04:02:55 PM By FIRST AMERICAN TITLE/CEDAR CI



AFTER RECORDING RETURN TO:
Eric Nelson
3611 S. Lindell St. Suite 201
Las Vegas, NV 89103

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

WARRANTY DEED

Escrow No. 362-4810462 (LRL)

A.P.N.: C-646-4-1 #373909

C-646-4-3, C-644-1 C-646 C-646-4-2 E-19-1 C-646-4
Paul A. Harber and Nola A. Harber, Trustees of the Paul A. & Nola A. Harber Trust dated March 31, 2000 and Paul A. Harber also Known as Paul Harber an Individual and Nola A. Harber, also known as Nola Harber an individual and Lynita Sue Nelson as Trustee, LSN Nevada Trust dated May 30, 2001 and Lynita S. Nelson, Trustee of Nelson Trust, dated July 13, 1993, Grantor, of _____ County, State of _____

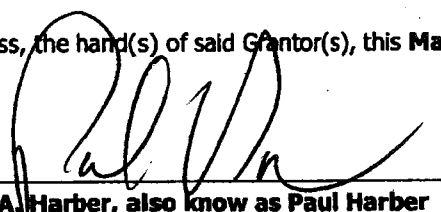
_____, hereby CONVEY AND WARRANT to

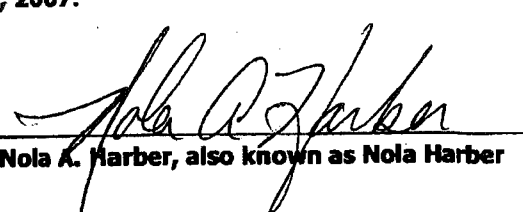
Lynita S. Nelson, Investment Trustee of the LSN Nevada Trust, dated May 30, 2001 as to an undivided 1/2 Interest and Eric L. Nelson, Investment Trustee of Eric L. Nelson Nevada Trust, dated May 30, 2001 as to an undivided 1/2 Interest., Grantee, of _____ County, State of _____, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in Iron County, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2007 and thereafter.

Witness, the hand(s) of said Grantor(s), this March 21, 2007.


Paul A. Harber, also know as Paul Harber


Nola A. Harber, also known as Nola Harber

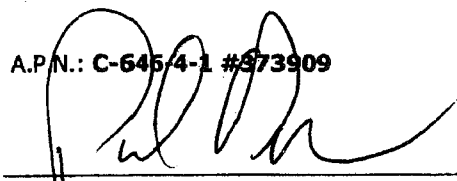
The Paul A. and Nola A. Harber Trust dated March 31, 2000

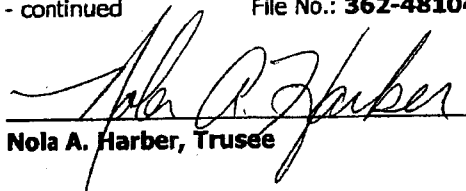
FIRST AMERICAN TITLE COMPANY
ACCOMMODATION RECORDING ONLY
NOT EXAMINED

A.P.N.: C-645-4-1 #973909

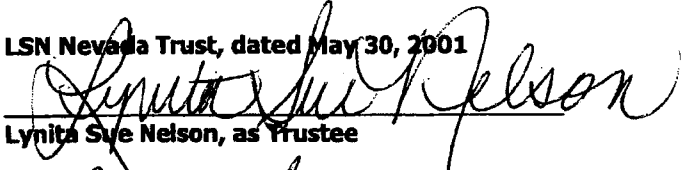
Warranty Deed - continued

File No.: 362-4810462 (LRL)

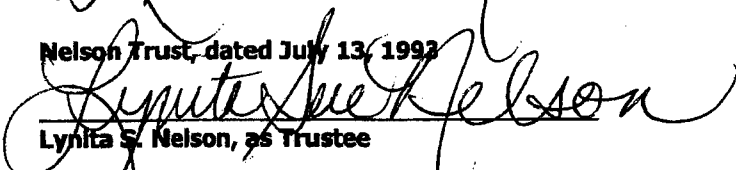

 Paul A. Harber, Trustee


 Nola A. Harber, Trustee

LSN Nevada Trust, dated May 30, 2001


 Lynita Sue Nelson, as Trustee

Nelson Trust, dated July 13, 1992

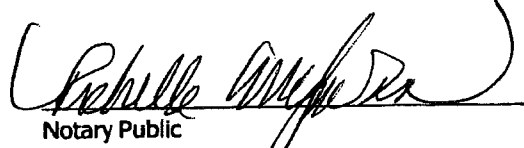
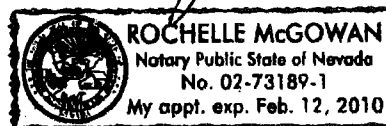

 Lynita S. Nelson, as Trustee

 STATE OF Nevada)
 County of Clark)ss.

On MARCH 11, 2007, before me, the undersigned Notary Public, personally appeared **Paul A. Harber, also known as Paul Harber and Nola A. Harber, also known as Nola Harber**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

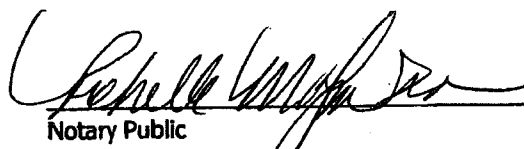
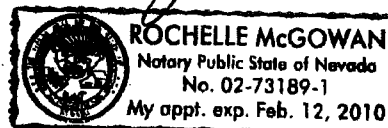
WITNESS my hand and official seal.

My Commission Expires: Feb. 12, 2010
 STATE OF Nevada)
 County of Clark)ss.


 Notary Public


On MARCH 11, 2007, before me, the undersigned Notary Public, personally appeared **Lynita Sue Nelson, as Trustee of the LSN Nevada Trust, dated May 30, 2001**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Feb 12, 2010

 Notary Public


00553165

 Warranty Deed B: 1089 P: 566 Fee \$45.00
 Patsy Cutler, Iron County Recorder Page 2 of 6
 05/22/2007 04:02:55 PM By FIRST AMERICAN TITLE/CEDAR CI
RAPP0647
DEF004129

20070328-0003565

APN: 163-13-205-001
Affix R.P.T.T. Exception #7

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

ERIC L. NELSON NEVADA TRUST
C/O NELSON & ASSOCIATES
3611 SOUTH LINDELL ROAD, SUITE 201
LAS VEGAS, NV 89103

Fee: \$16.00 RPTT: EX#007
N/C Fee: \$0.00

03/28/2007 14:04:09
T20070054598

Requestor:
CHICAGO TITLE

Debbie Conway ADF
Clark County Recorder Pgs: 4

ESCROW NO: ACCOM

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That
Lynita Sue Nelson, Trustee of the LSN Nevada Trust u/a/d 5/30/01

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby
acknowledged, do hereby Grant, Bargain, Sell and Convey to
Lynita Sue Nelson, Trustee of the LSN Nevada Trust u/a/d 5/30/01 as to an undivided 50%
interest and Eric L. Nelson, Trustee of the Eric L. Nelson Nevada Trust u/a/d 5/30/01 as to an
undivided 50% interest

all that real property situated in the County of Clark, State of Nevada, bounded and described as
follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: 1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and
easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging
or in anywise appertaining.

Witness my/our hand(s) this 22 day of March 07

The LSN Nevada Trust u/a/d 5/30/01

By: Lynita Sue Nelson, Trustee

THIS IS BEING RECORDED AT THE
REQUEST OF CHICAGO TITLE AS
AN ACCOMMODATION ONLY
WITH NO LIABILITY

STATE OF NEVADA)

) ss.

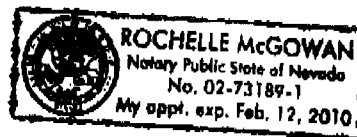
COUNTY OF CLARK)

On this 22nd Day of March 2007
appeared before me, a Notary Public,

Lynita Sue Nelson, Trustee of the

LSN Nevada Trust u/a/d 5/30/01

personally known or proven to me to be
the person(s) whose name(s) is/are
subscribed to the above instrument, who
acknowledged that he/she/they executed
the instrument for the purposes therein
contained.



Rochelle McGowan
Notary Public

My commission expires: Feb. 12, 2010

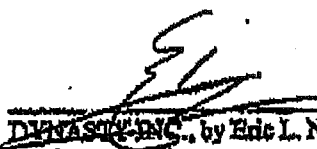
2007 7916
 Recorded in the Above
 Deed Book & Page
 04-05-2007 08:02:41 AM
 Timothy A Kellar
 Hancock County

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, DYNASTY, INC., a Mississippi Corporation DYNASTY LIMITED, a Mississippi Corporation, Eric L. Nelson Nevada Trust U/A/D 5301, a Nevada Trust and LSN Nevada Trust U/A/D 5301, a Nevada Trust, Grantors, do hereby sell, convey and quitclaim unto JAMES A. MANESS and REYLLIS L. MANESS, Grantees, all of its' ownership, rights and interests in the following described real property located in Hancock County, Mississippi as follows:

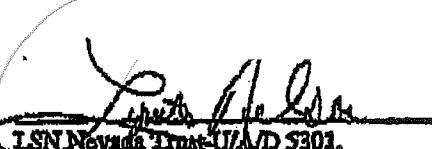
That part of said Block 110 previously conveyed by Grace Orta, by deed dated January 12, 1952 and recorded in book I-9, page 133 and deed dated August 7, 1978 and recorded in book AA-26, page 487 and that part of said Block 111 previously conveyed by deed dated January 12, 1952 and recorded in book I-9, page 133 and deed date April 22, 1954, and recorded in book I-8, page 495, Deed Records of Hancock County, Mississippi.

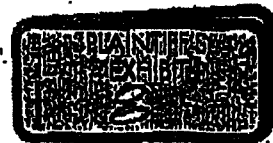
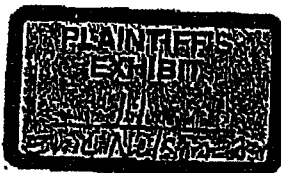
WITNESS OUR SIGNATURES, this the 27 day of March, 2007.


 DYNASTY INC., by Eric L. Nelson,
 President


 DYNASTY LIMITED, by Eric L. Nelson,
 President


 ERIC L. NELSON Nevada Trust U/A/D 5301
 by Eric L. Nelson, Trustee


 LSN Nevada Trust U/A/D 5301,
 by Lynita S. Nelson, Trustee



COURT OPTION A

Division of Marital Property

7/30/2010

50/50

Eric/Lynita Nelson

DATE AS PER JUDGE SULLIVAN

Real Estate Equity

Exhibit #	Total Amt	Notes:	Lynita Amt	Eric Amt	Rent/Int Rcvd/Mo	LSN	Eric
1 7065 Palmyra - LSN Trust	\$910,000	Lynita	\$910,000	\$0	\$0	\$0	\$0
2 2721 Harbor Hills - Banone	\$641,500	Lynita	\$641,500	\$0	\$3,500 Vacant	\$3,500	\$0
2911 Bella Kathryn Circle- Banone	\$1,298,222	Eric	\$0	\$1,298,222	\$0		
4 Bella Kathryn Land	\$175,000	Eric	\$0	\$175,000	\$0		
5 AZ- 31 Gateway Lots (LSN)	\$139,500	Lynita	\$139,500	\$0	\$0		
6 AZ - 29 Gateway Lots (EN)	\$139,500	Eric	\$0	\$139,500	\$0		
7 5913 Pebble Beach - Thelma House	\$0	Eric at 0 Value	\$0	\$0	\$0		
8 MS - Bay St. 200 Acres/Casino SS *	\$1,000,000	Split	\$500,000	\$500,000	\$0		
9 Russell Road Bldg	\$4,000,000	Split	\$2,000,000	\$2,000,000	\$20,000 net	\$10,000	\$10,000
10 Banone, LLC (See Property Spreadsheet)	\$594,337	Split	\$297,169	\$297,169	\$6,800 Aprx/Gross	\$3,400	\$3,400
11 Banone-AZ, LLC (see property sprdsheet)	\$665,582	Split	\$332,791	\$332,791	\$15,000 Aprx/Gross	\$7,500	\$7,500
12 Grotta F/S P/S - Grotta LLC (Part of #8)	\$25,000	Split	\$12,500	\$12,500	\$0	\$0	\$0
Total Real Estate Equity	\$9,588,641		\$4,833,460	\$4,755,182			

Cash & Investments

13 Schwab Capstone Capital ** (Approx)	\$1,300,000	Lynita	\$1,300,000	\$0	\$6,500 6%	\$6,500	\$0
14 Cumorah 37214-71 ** (as of 6/30/10)	\$18,679	Lynita	\$18,679	\$0	N/A		
14 Cumorah 37214-01 ** (as of 6/30/10)	\$25	Lynita	\$25	\$0	N/A		
14 Cumorah 36692-71 ** (as of 6/30/10)	\$17,894	Lynita	\$17,894	\$0	N/A		
14 Cumorah 36692-01 ** (as of 6/30/10)	\$1,514	Lynita	\$1,514	\$0	N/A		
15 Garrett Stock acct (Check given to Lynita)	\$30,123	Lynita	\$30,123	\$0	N/A		
16 Silver state - LSN 3736-01 ** As of 6/30/10	\$2,518	Lynita	\$2,518	\$0	N/A		
16 Silver state - LSN 3736-80 ** as of 6/30/10	\$4,867	Lynita	\$4,867	\$0	N/A		
16 Silver State 3680 (LSN) **	Unk	Lynita	Unk	\$0	N/A		
83 2008 Tax Refund - LN	\$15,003	Lynita	\$15,003	\$0	N/A		
Cash (in each party's possession)	\$56,000	Each keep own	\$50,000 plus	\$6,000	N/A		
17 Mellon EN TR 1700	\$2,980,776	Eric	\$0	\$2,980,776	\$15,000	\$0	\$15,000
17 Mellon EN TR 1780	\$0	Eric	\$0	\$0	N/A		
83 2006 Tax Rfnd - EN (Ck Hld by Dave Steph.)	\$110,132	Eric	\$0	\$110,132	N/A		
18 BofA EN TR Nelson & Associates	\$44,074	Eric/New Acc	\$0	\$44,074	N/A		
19 Dynasty General Acct	-\$1,411	Eric	\$0	-\$1,411	N/A		
20 Banone -NV General Acct - City National	\$81,232	Eric	\$0	\$81,232	N/A		
21 Banone-Rental Acct - Bank of America	\$31,416	Eric	\$0	\$31,416	N/A		
23 BanoneAZ General Acct - City National	\$4,420	Eric	\$0	\$4,420	N/A		
25 BanoneAZ Rental Acct - Bank of America	\$11,603	Eric	\$0	\$11,603	N/A		
26 Eric Nelson Auction General Acct	\$7,501	Eric/New Acc	\$0	\$7,501	N/A		
27 Mellon LOC EN TR 4627/019 (liab)	-\$1,557,368	Eric	\$0	-\$1,557,368	-\$7,500 (-6%)	\$0	-\$7,500
28 IRS Liability 2005 - as per IRS audit	-\$154,512	Eric	\$0	-\$154,512	N/A		
29/30 Grizzly Liability	-\$65,084	Eric	\$0	-\$65,084	N/A		
Total Cash	\$2,939,402		\$1,440,623	\$1,498,779	N/A		
31 Erica Nelson - Car	-\$30,000	Split	-\$15,000	-\$15,000	N/A		
32 Garrett Nelson Car	-\$20,000	Split	-\$10,000	-\$10,000	N/A		
33 Hideaway Liability (part of #8)	-\$300,000	to -\$4 million	-\$150,000	-\$150,000	N/A		
38 SS Liability (part of #8)	-\$300,000	Split	-\$150,000	-\$150,000	N/A		
39 SS Tax (part of #8)	Unk	Split			N/A		
40 MS Environmental (part of #8)	-\$300,000	Split	-\$150,000	-\$150,000	N/A		
41 Soris Contingent Liability	-\$500,000	Split	-\$250,000	-\$250,000	N/A		
42 Paul Nelson Liability	-\$200,000	Split	-\$100,000	-\$100,000	N/A		
43 Manise Lawsuit: RE: MS Deeds	-\$200,000	Split	-\$100,000	-\$100,000	N/A		
Manise Lawsuit #2 (net yet filed)	-\$200,000	Split	-\$100,000	-\$100,000	N/A		
45 Chris Stromberg School	-\$40,000	Split	-\$20,000	-\$20,000	N/A		
Additional Liabilities (Anticipated)	-\$2,090,000		-\$1,045,000	-\$1,045,000			
Total Net Cash with Addl Liabilities	\$849,402		\$395,623	\$453,779			

* MS (all land and casino) liability has increased greatly. Value is not

RAPP0651

**Lynita failed to provide bank statements as of 7/30/10

Rvsd 8/16/2010

COURT OPTION A

Division of Marital Property

7/30/2010

Cars & Personal Effects

Exhibit

	Total Amt	Notes:	Lynita Amt	Eric Amt	Rent Rcvd/Mo	LSN	Eric
46 2009 Excursion		Lyn/Lease			N/A		
47 2006 Volkswagon Bug(KBB Value 7/6/10)	\$13,365	Lynita	\$13,365	\$0	N/A		
2008 Escalade (KBB Value 7/6/10)	\$40,475	Eric	\$0	\$40,475	N/A		
47 2007 Mercedes SL500 (KBB Value 7/6/10)	\$50,115	Eric	\$0	\$50,115	N/A		
197D Lynita community personal expenditures	\$24,044	Split	\$12,022	\$12,022	N/A		
Total Cars/Personal Effects	\$127,999		\$25,387	\$102,612	N/A		

Assets to be Sold or Split

50 4412 Baxter	\$92,522	Split	\$46,261	\$46,261	\$700	Gross	\$350	\$350
51 5317 Clover Blossom Ct	\$118,705	Split	\$59,353	\$59,353	\$1,000	Gross	\$500	\$500
52 1301 Heather Ridge Road	\$128,459	Split	\$64,230	\$64,230	\$1,200	Gross	\$600	\$600
53 6213 Anaconda Street	\$91,411	Split	\$45,706	\$45,706	\$1,150	Gross	\$575	\$575
54 1608 Rusty Ridge Lane (Daughters House)	\$77,526	Split	\$38,763	\$38,763	\$0		\$0	\$0
55 Mesa Vista - 5 Acres	\$100,000	Split	\$50,000	\$50,000	\$0		\$0	\$0
56 Lot 68 - Mesa Vista	\$21,229	Split	\$10,615	\$10,615	\$0		\$0	\$0
57 3611 Lindell (50/50)	\$2,000,000	Split	\$1,000,000	\$1,000,000	\$10,000	Aprx/Gross	\$5,000	\$5,000
58 Acres Brianhead UT - Cabin	\$3,000,000	Split	\$1,500,000	\$1,500,000	\$0		\$0	\$0
59 Wy - 200 Acres - LSN (40%)	\$800,000	Split	\$400,000	\$400,000	\$0		\$0	\$0
60 MS - Clay House (LSN Trust)	\$40,000	Split	\$20,000	\$20,000	\$450	Gross	\$225	\$225
61 Mesa Vista lot 67 deeded back (was note)	\$21,263	Split	\$10,632	\$10,632	\$0		\$0	\$0
TOTAL PROPERTIES	\$6,491,115		\$3,245,558	\$3,245,558				
Notes								
62 MV-Lot 16-17	\$46,463	Split	\$23,232	\$23,232	Default N/A		\$0	\$0
63 MV-Lot 37	\$20,081	Split	\$10,041	\$10,041	\$117	Net	\$59	\$59
64 MV-Lot 52	\$22,838	Split	\$11,419	\$11,419	\$133	Net	\$67	\$67
MV-Lot 53	\$22,838	Split	\$11,419	\$11,419	\$133	Net	\$67	\$67
66 MV-Lot 54	\$22,838	Split	\$11,419	\$11,419	\$129	Net	\$65	\$65
67 MV-Lot 61	\$21,263	Split	\$10,632	\$10,632	\$124	Net	\$62	\$62
68 MV-Lot 98	\$22,838	Split	\$11,419	\$11,419	\$133	Net	\$65	\$65
69 MV-Lot 50	\$23,625	Split	\$11,813	\$11,813	Default N/A		\$0	\$0
70 MV-Lot 67 -deeded back see # 61)	NO LONGER A NOTE-Deeded back in lieu of Foreclosure - See #61-Split							
71 Amanda Note (1)	\$133,357	Split	\$66,679	\$66,679	\$630	Gross	\$315	\$315
72 N/R JBRamos Trust/436 Europa Way	\$78,000	Split	\$39,000	\$39,000	\$520	Gross	\$260	\$260
73 N/R: Stephens, K/1601 Knoll Heights	\$63,000	Split	\$31,500	\$31,500	\$420	Gross	\$210	\$210
74 N/R: Chad Ramos/7933 Dover Shores	\$60,000	Split	\$30,000	\$30,000	\$400	Gross	\$200	\$200
75 N/R: Alicia Harrison/1025 Academy	\$68,620	Split	\$34,310	\$34,310	\$458	Gross	\$229	\$229
76 N/R: Keith Little/7817 Leavorite	\$127,901	Split	\$63,951	\$63,951	\$858	Gross	\$429	\$429
77 N/R: Eric T Nelson/ 8619 W Mohave, AZ	\$95,000	Split	\$47,500	\$47,500	\$697	Gross	\$349	\$349
78 Nicky Cvitanovich Note	\$200,000	Split	\$100,000	\$100,000	\$2,000	Gross	\$1,000	\$1,000
79 Gateway Lots					N/A	N/A	N/A	N/A
A Lot 173 (default) LSN	\$35,000				N/A	N/A	N/A	N/A
Lot 174 (default) LSN	\$35,000				N/A	N/A	N/A	N/A
Joan Ramos Note LSN (June 2012)	\$36,000				N/A	N/A	N/A	N/A
Total Notes	\$1,134,660		\$514,331	\$514,331				
TOTAL ASSETS TO BE SPLIT/SOLD	\$7,625,774		\$3,759,889	\$3,759,889				

RAPP0652

COURT OPTION A

Division of Marital Property

7/30/2010

Rents/Int. pymts per mo

\$80,552

\$41,524

\$39,024

Rvsd 8/16/2010

SUMMARY	Total Amt	Notes:	Lynita Amt	Eric Amt
Total Real Estate	\$9,588,641		\$4,833,460	\$4,755,182
Total Cash	\$2,939,402		\$1,440,623	\$1,498,779
Total Cars	\$127,999		\$25,387	\$102,612
Total Assets/Notes - to be Split/Sold	\$7,625,774		\$3,759,889	\$3,759,889
Total Marital Property	\$20,281,817		\$10,059,359	\$10,116,461
Additional Liabilities (Anticipated)	(\$2,090,000)		-\$1,045,000	-\$1,045,000
Total Marital Property (w/ addl liab)	\$18,191,817		\$9,014,359	\$9,071,461

Listed LLC's and Companies

Eric Nelson Auctioneering, Inc.
Emerald Bay MS, LLC (owned LSN/EN 50/50)
Bal Harbour LLC (owned by EBM)
Bay Harbour Beach Resort, LLC (owned by EBM)
Montage Resort, LLC: (owned by EBM)
Bay Resorts, LLC (owned by EBM)
Paradise Landing, LLC: (owned by EBM)
Paradise Harbour, LLC: (owned by EBM)
Gateway Water Association
REO Holdings, LLC
Hideaway Casino, LLC
Riverwalk Entertainment, LLC
Dynasty Development Group, LLC
Silver Dollar Land Holding Company, LLC
Banone, LLC
Banone-AZ, LLC
Wyoming Rodeo Events, LLC
Grotta Group, LLC
Grotta Financial Partnership

Children's Trusts

Calico Springs Trust - Amanda
Blush Trust - Erica
Angel Face Trust - Erica
Styre Trust - Garrett
Monkey Business Trust - Carli

RAPP0653

COURT OPTION B

Division of Marital Property

7/30/2010

Eric Takes 100% MS- LSN 100% Russell

Eric/Lynita Nelson

DATE AS PER JUDGE SULLIVAN

Real Estate Equity

Exhibit

	Total Amt	Notes:	Lynita Amt	Eric Amt	Rent/Int Rcvd/Mo	LSN	Eric
1 7065 Palmyra - LSN Trust	\$910,000	Lynita	\$910,000	\$0	\$0	\$0	\$0
2 721 Harbor Hills - Banone	\$641,500	Lynita	\$641,500	\$0	\$3,500 Vacant	\$3,500	\$0
3 911 Bella Kathryn Circle- Banone	\$1,298,222	Eric	\$0	\$1,298,222	\$0		
4 Bella Kathryn Land	\$175,000	Eric	\$0	\$175,000	\$0		
5 AZ- 31 Gateway Lots (LSN)	\$139,500	Eric	\$0	\$139,500	\$0		
6 AZ - 29 Gateway Lots (EN)	\$139,500	Eric	\$0	\$139,500	\$0		
7 5913 Pebble Beach - Thelma House	\$0	Eric at 0 Value	\$0	\$0	\$0		
8 MS - Bay St. 200 Acres/Casino SS *	\$1,000,000	Eric	\$0	\$1,000,000	\$0		
9 Russell Road Bldg ****(see note below)	\$4,000,000	Lynita	\$4,000,000	\$0	\$20,000 net	\$20,000	\$0
10 Banone, LLC (See Property Spreadsheet)	\$594,337	Eric	\$0	\$594,337	\$6,800 Aprx/Gross	\$0	\$6,800
11 Banone-AZ, LLC (see property sprdsheet)	\$665,582	Eric	\$0	\$665,582	\$15,000 Aprx/Gross	\$0	\$15,000
12 Grotta F/S P/S - Grotta LLC (Part of #8)	\$25,000	Eric	\$0	\$25,000	\$0	\$0	\$0
Total Real Estate Equity	\$9,588,641		\$5,551,500	\$4,037,141			
Cash & Investments							
13 Schwab Capstone Capital ** (Approx)	\$1,300,000	Lynita	\$1,300,000	\$0	\$6,500 6%	\$6,500	\$0
14 Cumorah 37214-71 ** (as of 6/30/10)	\$18,679	Lynita	\$18,679	\$0	N/A		
14 Cumorah 37214-01 ** (as of 6/30/10)	\$25	Lynita	\$25	\$0	N/A		
14 Cumorah 36692-71 ** (as of 6/30/10)	\$17,894	Lynita	\$17,894	\$0	N/A		
14 Cumorah 36692-01 ** (as of 6/30/10)	\$1,514	Lynita	\$1,514	\$0	N/A		
15 Garrett Stock acct (Check given to Lynita)	\$30,123	Lynita	\$30,123	\$0	N/A		
16 Silver state - LSN 3736-01 ** As of 6/30/10	\$2,518	Lynita	\$2,518	\$0	N/A		
16 Silver state - LSN 3736-80 ** as of 6/30/10	\$4,867	Lynita	\$4,867	\$0	N/A		
16 Silver State 3680 (LSN) **	Unk	Lynita	Unk	\$0	N/A		
83 2008 Tax Refund - LN	\$15,003	Lynita	\$15,003	\$0	N/A		
Cash (in each party's possession)	\$56,000	Each keep own	\$50,000 plus	\$6,000	N/A		
17 Mellon EN TR 1700	\$2,980,776	Eric	\$0	\$2,980,776	\$15,000	\$0	\$15,000
17 Mellon EN TR 1780	\$0	Eric	\$0	\$0	N/A		
83 2006 Tax Rfnd - EN (Ck Hld by Dave Steph.)	\$110,132	Eric	\$0	\$110,132	N/A		
18 BofA EN TR Nelson & Associates	\$44,074	Eric/New Acc	\$0	\$44,074	N/A		
19 Dynasty General Acct	-\$1,411	Eric	\$0	-\$1,411	N/A		
20 Banone -NV General Acct - City National	\$81,232	Eric	\$0	\$81,232	N/A		
21 Banone-Rental Acct - Bank of America	\$31,416	Eric	\$0	\$31,416	N/A		
23 BanoneAZ General Acct - City National	\$4,420	Eric	\$0	\$4,420	N/A		
25 BanoneAZ Rental Acct - Bank of America	\$11,603	Eric	\$0	\$11,603	N/A		
26 Eric Nelson Auction General Acct	\$7,501	Eric/New Acc	\$0	\$7,501	N/A		
27 Mellon LOC EN TR 4627/019 (liab)	-\$1,557,368	Eric	\$0	-\$1,557,368	-\$7,500 (-6%)	\$0	-\$7,500
28 IRS Liability 2005 - as per IRS audit	-\$154,512	Eric	\$0	-\$154,512	N/A		
29/30 Grizzly Liability- See #8	-\$65,084	Eric	\$0	-\$65,084	N/A		
Total Cash	\$2,939,402		\$1,440,623	\$1,498,779	N/A		
31 Erica Nelson - Car	-\$30,000	Split	-\$15,000	-\$15,000	N/A		
32 Garrett Nelson Car	-\$20,000	Split	-\$10,000	-\$10,000	N/A		
33 Hideaway Liability (part of #8)	-\$300,000	to -\$4 mil/Er	\$0	-\$300,000	N/A		
38 SS Liability (part of #8)	-\$300,000	Eric	\$0	-\$300,000	N/A		
39 SS Tax (part of #8)	Unk	Eric			N/A		
40 MS Environmental (part of #8)	-\$300,000	Eric		-\$300,000	N/A		
41 Soris Contingent Liability	-\$500,000	Eric	\$0	-\$500,000	N/A		
42 Paul Nelson Liability	-\$200,000	Eric	\$0	-\$200,000	N/A		
Manise Lawsuit: RE: MS Deeds	-\$200,000	Eric	\$0	-\$200,000	N/A		
Manise Lawsuit #2 (net yet filed)	-\$200,000	Eric	\$0	-\$200,000	N/A		
45 Chris Stromberg School	-\$40,000	Split	-\$20,000	-\$20,000	N/A		
Additional Liabilities (Anticipated)	-\$2,090,000		-\$45,000	-\$2,045,000			
Total Net Cash with Addl Liabilities	\$849,402		\$1,395,623	-\$546,221			

* MS (all land and casino) liability has increased greatly. Value is now \$500,000 to \$1,500,000

**Lynita failed to provide bank statements as of 7/30/10

RAPP0654

COURT OPTION B

Division of Marital Property

7/30/2010

Cars & Personal Effects

Exhibit

	Total Amt	Notes:	Lynita Amt	Eric Amt	Rent Rcvd/Mo	LSN	Eric
46 2009 Excursion		Lyn/Lease			N/A		
47 2006 Volkswagon Bug(KBB Value 7/6/10)	\$13,365	Lynita	\$13,365	\$0	N/A		
48 2008 Escalade (KBB Value 7/6/10)	\$40,475	Eric	\$0	\$40,475	N/A		
49 2007 Mercedes SL500 (KBB Value 7/6/10)	\$50,115	Eric	\$0	\$50,115	N/A		
197D Lynita community personal expenditures	\$24,044	Split	\$12,022	\$12,022	N/A		
Total Cars	\$127,999		\$25,387	\$102,612	N/A		

Assets to be Sold or Split

50 4412 Baxter	\$92,522	Split	\$46,261	\$46,261	\$700	Gross	\$350	\$350
51 5317 Clover Blossom Ct	\$118,705	Split	\$59,353	\$59,353	\$1,000	Gross	\$500	\$500
52 1301 Heather Ridge Road	\$128,459	Split	\$64,230	\$64,230	\$1,200	Gross	\$600	\$600
53 6213 Anaconda Street	\$91,411	Split	\$45,706	\$45,706	\$1,150	Gross	\$575	\$575
54 1608 Rusty Ridge Lane (Daughters House)	\$77,526	Eric	\$0	\$77,526	\$0		\$0	\$0
55 Mesa Vista - 5 Acres	\$100,000	Eric	\$0	\$100,000	\$0		\$0	\$0
56 Lot 68 - Mesa Vista	\$21,229	Eric	\$0	\$21,229	\$0		\$0	\$0
57 3611 Lindell (50/50)	\$2,000,000	Split	\$1,000,000	\$1,000,000	\$10,000	Aprx/Gross	\$5,000	\$5,000
58 Acres Brianhead UT - Cabin	\$3,000,000	Split	\$1,500,000	\$1,500,000	\$0		\$0	\$0
59 Wy - 200 Acres - LSN (40%)	\$800,000	Split	\$400,000	\$400,000	\$0		\$0	\$0
60 MS - Clay House (LSN Trust)	\$40,000	Eric	\$0	\$40,000	\$450	Gross	\$0	\$450
61 Mesa Vista lot 67 deeded back (was note)	\$21,263	Eric	\$0	\$21,263	\$0		\$0	\$0
TOTAL PROPERTIES	\$6,491,115		\$3,115,549	\$3,375,567				
Notes								
62 MV-Lot 16-17	\$46,463	Eric	\$0	\$46,463	Default N/A		\$0	\$0
63 MV-Lot 37	\$20,081	Eric	\$0	\$20,081	\$117	Net	\$59	\$59
64 MV-Lot 52	\$22,838	Eric	\$0	\$22,838	\$133	Net	\$67	\$67
V-Lot 53	\$22,838	Eric	\$0	\$22,838	\$133	Net	\$67	\$67
66 MV-Lot 54	\$22,838	Eric	\$0	\$22,838	\$129	Net	\$65	\$65
67 MV-Lot 61	\$21,263	Eric	\$0	\$21,263	\$124	Net	\$62	\$62
68 MV-Lot 98	\$22,838	Eric	\$0	\$22,838	\$133	Net	\$65	\$65
69 MV-Lot 50	\$23,625	Eric	\$0	\$23,625	Default N/A		\$0	\$0
70 MV-Lot 67 - deeded back see # 61)	NO LONGER A NOTE-Deeded back in lieu of Foreclosure - See #48-Split							
71 Amanda Note (1)	\$133,357	Eric	\$0	\$66,679	\$630	Gross	\$0	\$630
72 N/R JBRamos Trust/436 Europa Way	\$78,000	Eric	\$0	\$78,000	\$520	Gross	\$0	\$520
73 N/R: Stephens, K/1601 Knoll Heights	\$63,000	Eric	\$0	\$63,000	\$420	Gross	\$0	\$420
74 N/R: Chad Ramos/7933 Dover Shores	\$60,000	Eric	\$0	\$60,000	\$400	Gross	\$0	\$400
75 N/R: Alicia Harrison/1025 Academy	\$68,620	Eric	\$0	\$68,620	\$458	Gross	\$0	\$458
76 N/R: Keith Little/7817 Leavorite	\$127,901	Eric	\$0	\$127,901	\$858	Gross	\$0	\$858
77 N/R: Eric T Nelson/ 8619 W Mohave, AZ	\$95,000	Eric	\$0	\$95,000	\$697	Gross	\$0	\$697
78 Nicky Cvitanovich Note	\$200,000	Eric	\$0	\$200,000	\$2,000	Gross	\$0	\$2,000
79 Gateway Lots					N/A	N/A	N/A	N/A
A Lot 173 (default) LSN	\$35,000				N/A	N/A	N/A	N/A
Lot 174 (default) LSN	\$35,000				N/A	N/A	N/A	N/A
Joan Ramos Note LSN (June 2012)	\$36,000				N/A	N/A	N/A	N/A
Total Notes	\$1,134,660		\$0	\$961,984				
TOTAL ASSETS TO BE SPLIT/SOLD	\$7,625,774		\$3,115,549	\$4,337,550				

RAPP0655

COURT OPTION B**Division of Marital Property****7/30/2010**

Rents/Int. pymts per mo

\$80,552

\$37,408

\$43,141

SUMMARY	Total Amt	Notes:	Lynita Amt	Eric Amt
Total Real Estate	\$9,588,641		\$5,551,500	\$4,037,141
Total Cash	\$2,939,402		\$1,440,623	\$1,498,779
Total Cars	\$127,999		\$25,387	\$102,612
Total Assets/Notes - to be Split/Sold	\$7,625,774		\$3,115,549	\$4,337,550
Total Marital Property	\$20,281,817		\$10,133,059	\$9,976,082
Additional Liabilities (Anticipated)	(\$2,090,000)		-\$45,000	-\$2,045,000
Total Marital Property (w/ addl liab)	\$18,191,817		\$10,088,059	\$7,931,082
Equalization Payment				
Total Marital After Equalization				

Listed LLC's and Companies

Eric Nelson Auctioneering, Inc.
Emerald Bay MS, LLC (owned LSN/EN 50/50)
Bal Harbour LLC (owned by EBM)
Bay Harbour Beach Resort, LLC (owned by EBM)
Montage Resort, LLC: (owned by EBM)
Bay Resorts, LLC (owned by EBM)
Paradise Landing, LLC: (owned by EBM)
Paradise Harbour, LLC: (owned by EBM)
Gateway Water Association
REO Holdings, LLC
Hideaway Casino, LLC
Riverwalk Entertainment, LLC
Dynasty Development Group, LLC
Silver Dollar Land Holding Company, LLC
Banone, LLC
Banone-AZ, LLC
Wyoming Rodeo Events, LLC
Grotta Group, LLC
Grotta Financial Partnership

Children's Trusts

Calico Springs Trust - Amanda		
Blush Trust - Erica		
Angel Face Trust - Erica		
Styre Trust - Garrett		
Monkey Business Trust - Carli		

RAPP0656

Gerety & Associates, CPAs

6817 S. Eastern Ave.
Suite 101
Las Vegas, NV 89119
(702) 933-2213

Date: 02/29/2012

Eric Nelson

3611 Lindell Road, Suite 201
Las Vegas, NV 89103

Date	Type	Reference	Due Date	Debit	Credit	Balance
10/17/11	Invoice #10876		11/01/11	8,421.05		8,421.05
01/25/12	Invoice #11246		02/09/12	26,480.00		34,901.05
02/29/12	Amount Due					<u>\$34,901.05</u>

<u>02/29/2012</u>	<u>01/31/2012</u>	<u>12/31/2011</u>	<u>11/30/2011</u>	<u>10/31/2011+</u>	<u>Total</u>
0.00	26,480.00	0.00	0.00	8,421.05	\$34,901.05

Please return this portion with payment.

Date: 02/29/2012

ID: NELSONERIC

Eric Nelson

3611 Lindell Road, Suite 201
Las Vegas, NV 89103

Amount Due: \$34,901.05

Amount Enclosed: \$ _____

Admitted
7/19/12
RAPP0657
H H H H

2157

20020529
00295

APN 161-21-803-007

01100457-Rm

When Recorded, Return To
And Mail Tax Notice To:

Paul Edward Nelson
3611 S. Lindell Road, Suite 201
Las Vegas, NV 89103

DO NOT WRITE ABOVE THIS LINE
FOR RECORDER'S USE ONLY

Parcel No. 161-21-803-007

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this 21st day of May, 2002, between American Stores Company, a Delaware corporation ("Grantor"), and Paul Edward Nelson, a married man, and the Eric L. Nelson Trust, under agreement dated May 30, 2001, Eric L. Nelson, trustee, each as a (collectively "Grantee"), witnesseth: 50% interest,

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Clark, State of Nevada.

SEE SCHEDULE I ATTACHED HERETO AND INCORPORATED HEREIN.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; all buildings, structures and improvements located thereon; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

Grantee is purchasing the above-described premises "AS IS" "WHERE IS" subject to all defects, latent or patent.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements, taxes not yet due, matters of record, matters shown on Schedule II hereto, and any and all matters which would be disclosed by a survey or physical inspection of the property and improvements thereon, as of the date of this instrument.

20020529
00295

SCHEDULE I
Legal Description

That portion of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section 21, Township 21 South, Range 62 East, M.D.B. & M., according to the Official Plat of said land on file in the Office of the Bureau of Land Management, Clark County, Nevada and being more particularly described as follows:

Lot 2, as shown by map thereof on file in File 98 of Parcel Maps, page 94 in the Office of the County Recorder of said Clark County, Nevada.

20020529
00295

SCHEDULE II

1. The lien of supplemental taxes, if any, assessed pursuant to the provision of Nevada Revised Statute 361.260.
2. The property described herein is located within the boundaries of the Clark County Sanitation District and is subject to any fees that may be charged against property in said districts.
3. Water rights, claims or title to water, whether or not shown by the public record.
4. Reservations in the Patent from the State of Nevada recorded November 14, 1923 in Book 9, page 437 of Deeds, as Document No. 19764, Clark County, Nevada Records.
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Bell Telephone Company of Nevada
Purpose: pole lines
Recorded: August 13, 1929
Book 7, page 12, Doc/Inst. No. 33036 of Official Records.

The effect of a Right of Way Assignment, executed by Bell Telephone Company of Nevada to Central Telephone Company recorded October 8, 1970 in Book 69 of official Records, Clark County, Nevada recorded as Document No. 55179.
6. The terms, covenants and provisions of that certain Deed-Public Highway, recorded December 16, 1941 in Book 29, page 329 of Deeds as Document No. 127513, of Official Records, and the effect and failure to comply with the same.
7. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Central Telephone Company
Purpose: pole lines
Recorded: September 14, 1972
Book 263, Doc/Inst. No. 222810 of Official Records.
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Central Telephone Company and Nevada Power Company
Purpose: communications and power
Recorded: August 28, 1975
Book 547, Doc/Inst. No. 506960 of Official Records.
9. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Clark County Sanitation District No. 1
Purpose: sewage lines

20020629
00299

Recorded: June 18, 1981
Book 1419, Doc/Inst. No. 1378392 of Official Records.

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: County of Clark
Purpose: perpetual avigation
Recorded: March 16, 1984
Book 1891, Doc/Inst. No. 1850212 of Official Records.
11. Covenants, conditions and restrictions (deleting therefrom any restrictions based on race, color or creed) as set forth in the document
Recorded: June 11, 1996
Book 960611, Doc/Inst. No. 01114 of Official Records.
12. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among other things provides:
Tract/Parcel Map: Parcel Map in File 86, page 11
Provisions: easements for public utilities
Reference is made to said map for full particulars.
13. Terms, covenants and provisions of that certain Restrictive Water Covenant and Conditions Running with the Land and the effect of any failure to comply with same
Recorded: June 28, 1996
Book 960628, Doc/Inst. No. 02239 of Official Records.
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: County of Clark
Purpose: perpetual avigation
Recorded: May 17, 1999
Book 990517, Doc/Inst. No. 00751 of Official Records.
15. Term, covenants and provisions of that certain Off Site Improvements Agreement and the effect of any failure to comply with same
Between: Clark County and American Stores Company
Recorded: August 11, 1999
Book 990811, Doc/Inst. No. 02014 of Official Records.
16. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: County of Clark
Purpose: easement for curb return driveway
Recorded: June 23, 1999
Book 990623, Doc/Inst. No. 01877 of Official Records.

20020529
00295

17. An easement for the purpose shown below, and rights incidental thereto as set forth in a document.
Granted to: Nevada Power company
Purpose: power
Recorded: December 1, 1999
Book 991201, Doc/Inst. No. 00991 of Official Records.
18. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among other things provides:
Tract/Parcel map: Amended Parcel Map in File 098, page 94
Provisions: easements for public utilities
Reference is made to said map for full particulars.
19. The effect of the following Record of Survey:
File No.: 109 Page 22
Recorded: May 11, 2000
Book 2000051X, Doc/Inst. 01521 of Official Records.
20. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Las Vegas Valley Water District
Purpose: water lines
Recorded: January 31, 2001
Book 20010131, Doc/Inst. No. 01159 of Official Records.
21. The following matters as disclosed by that certain ALTA/ACSM Survey prepared by Darrin P. Ginn RLS No. 12069, State of Nevada, Job No. 98015, dated June 23, 1998.
- A. Unrecorded Easements or Lesser right for wood posts, 36" diameter pole with a 48x10" sign, "No Parking" signs, and incidental purposes.
- B. Unrecorded Easements or lesser rights for drainage, 2-18" CMP pipes and incidental purposes.
22. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
23. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF
LAWYERS TITLE OF NEVADA
05-29-2002 00100 SIX
OFFICIAL RECORDS
BOOK: 20020529 INST: 00295
FEE: 15.00 RPT: 3,950.00

STATE OF NEVADA
DECLARATION OF VALUE

20020529
00295

1. Assessor Parcel Number(s):

- a) 161-21-803-007
b) _____
c) _____
d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instruments _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

- a) ☒ Vacant Land
b) ☐ Single Family Residence
c) ☐ Condo/Townhouse
d) ☐ 2-4 Pkts.
e) ☐ Apartment Building
f) ☐ Commercial/Industrial
g) ☐ Agricultural
h) ☐ Mobile Home
i) ☐ Other _____

3. Total Value/Sale Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

\$ 337,831.00
\$ _____
\$ 2.50/Thousand Dollars
\$ 844.58
338.67

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.060, Section: _____
b) Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.130, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

American Stores Company, a Delaware corporation

Signature _____

Signature _____

Capacity Vice President

Capacity _____

SELLER (GRANTOR) INFORMATION

Print Name: American Stores Company
Address: 250 Parkcenter Blvd.
City: Boise
State: ID Zip: 83706

BUYER (GRANTEE) INFORMATION

Print Name: Paul Edward Nelson & Eric L. Nelson Trust
Address: 3611 Lindell Road, Suite 201
City: Las Vegas
State: NV Zip: 89103

COMPANY/PERSON REQUESTING RECORDING

Lawyers Title of Nevada, Inc.
1210 S. Valley View Blvd.
Las Vegas, Nevada 89102

Escrow No. Store No. 9048 T.O. # 011 0048124
Escrow Officer: KAY HULLMAN

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

RAPP0663

STATE OF NEVADA
DECLARATION OF VALUE

20020529
00295

1. Assessor Parcel Number(s):

- a) 161-21-803-007
b) _____
c) _____
d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument# _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

- a) ☐ Vacant Land
b) ☐ Single Family Residence
c) ☐ Condo/Townhouse
d) ☐ Apartment Building
e) ☐ Commercial/Industrial
f) ☐ Agricultural
g) ☐ Mobile Home
h) ☐ Other

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

\$ 327,924.00 15% Low

\$

\$ 2,587,700.00 - Dollars 15% Low

\$ 84,255.00

4. If Exemption Claimed:

a) Transfer Tax Exemption, per NRS 375.090, Section:

b) Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.090 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

American Stores Company, a Delaware corporation

Signature: _____ Capacity: Vice President

Signature: _____ Capacity: Vice President

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Print Name: American Stores Company

Address: 250 Parkcenter Blvd.

City: Boise

State: ID Zip: 83706

Print Name: Paul Edward Nelson & Eric L. Nelson Tr

Address: 3611 Lindell Road, Suite 201

City: Las Vegas

State: NV Zip: 89103

COMPANY/PERSON REQUESTING RECORDING

Lawyers Title of Nevada, Inc.

1210 S. Valley View Blvd.

Las Vegas, Nevada 89102

Escrow No. 9048 T.O.# 004542

Escrow Officer: DAY HULLMAN

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

RAPP0664

20050105-0004265

When recorded and mail
Tax statements to:
LSN Nevada Trust
Lynita Sue Nelson, Trustee
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103

Fee: \$16.00 RPTT: EX#006
N/C Fee: \$0.00

01/05/2005 15:12:59
T20050002918

Requestor:
LSN NEVADA TRUST

R.P.T.T. \$0.00 Exempt NRS 375.090 (4,6)

APN # 161-21-803-007

Frances Deane HXP
Clark County Recorder Pgs: 3

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Eric L. Nelson Nevada Trust u/a/d 5/30/01, FOR A VALUABLE CONSIDERATION, the receipt of which hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Lynita Sue Nelson, Trustee of LSN Nevada Trust u/a/d 5/30/01, that 50% interest in it's real property situate in the County of Clark, State of Nevada, bounded and described as follows:

(LEGAL DESCRIPTION
(SCHEDULE "T" ATTACHED))

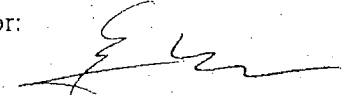
SUBJECT TO:

1. Taxes for the fiscal year 2004-2005
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Grantor:

By:


Eric L. Nelson, Trustee
Eric L Nelson Nevada Trust u/a/d 5-30-01

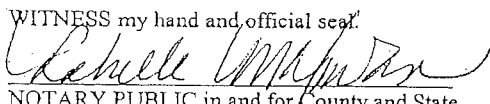
STATE OF NEVADA }

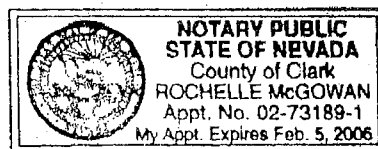
} ss:

COUNTY OF }

On this 12 day of Nov., 2004 Eric L. Nelson personally appeared before me, a Notary Public in and for said County and State, Eric L. Nelson acknowledged that he executed the above instrument on behalf of the Eric L. Nelson Nevada Trust.

WITNESS my hand and official seal.


NOTARY PUBLIC in and for County and State



RAPP0665

SCHEDULE I
Legal Description

That portion of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section 21, Township 21 South, Range 62 East, M.D.B.&M., according to the Official Plat of said land on file in the Office of the Bureau of Land Management, Clark County, Nevada and being more particularly described as follows:

Lot 2, as shown by map thereof on file in File 98 of Parcel Maps, page 94 in the Office of the County Recorder of said Clark County, Nevada.

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 161-21-803-007
b) _____
c) _____
d) _____

2. Type of Property:

a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ _____

Transfer Tax Value: \$ _____

Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 6

b. Explain Reason for Exemption: TRANSFER FROM HUSBAND'S TRUST TO WIFE'S TRUST

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity Trustee

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: ERIC L. NELSON NV TRUST

Address: 3611 S. LINDALL RD STE 201

City: LAS VEGAS

State: NV Zip: 89103

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: LSN NV TRUST

Address: 3611 S. LINDALL RD STE 201

City: LAS VEGAS

State: NV Zip: 89103

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: QUINN MARTIN Escrow #: 111

Address: 3611 S. LINDALL RD

City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

RAPP0667

7700

20070625-0002013

APN: 161-21-803-007
Affix R.P.T.T. Exemption 03

4-1

Fee: \$16.00 RPTT: EX#003
N/C Fee: \$0.00

06/25/2007 14:08:03
T20070114655

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

THE ERIC L. NELSON TRUST
3611 S. LINDELL ROAD, #201
LAS VEGAS, NV 89103

47

Requestor:
CHICAGO TITLE

Debbie Conway SOL
Clark County Recorder Pas: 4

ESCROW NO: 06014981-079-TL

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Lynita Sue Nelson, Trustee of the LSN Nevada Trust u/a/d 5/30/01

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged,
do hereby Grant, Bargain, Sell and Convey to

Eric L. Nelson Trust, under agreement dated May 30, 2001, Eric L. Nelson, Trustee

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and made a part hereof.

- Subject to:
1. Taxes for the current fiscal year, paid current.
 2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

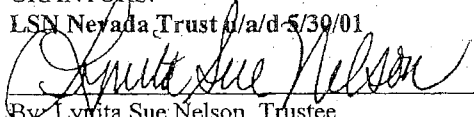
To relinquish any interest that grantor may have acquired through Deed recorded
January 5, 2005 in Book 20050105, Document 0004265.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in
anywise appertaining.

Witness my/our hand(s) on November 28, 2006

GRANTORS:

LSN Nevada Trust u/a/d 5/30/01


By: Lynita Sue Nelson, Trustee

RAPP0668

708

Exhibit A

That portion of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section 21, Township 21, Range 62 East, M.D.M. described as follows:

Lot 2 of that certain Parcel Map on file in File 98 of Parcel Maps, Page 94, in the Office of the County Recorder of Clark County, Nevada.

ESCROW NO: 06014981-079-TL

STATE OF NEVADA)

) ss.

COUNTY OF Clark

On this 14th Day of January 2007

appeared before me, a Notary Public,

Lynita Sue Nelson, Trustee of the

LSN Nevada Trust u/a/d 5/30/01

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

Rochelle McGowan
Notary Public

My commission expires: Feb 12, 2010



RAPP0670

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

- a) 161-21-803-007
b)
c)
d)

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Resi
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: trust SOL

3. Total Value/Sales Price of Property:

\$

Deed in Lieu of Foreclosure Only (value of property): ()

Transfer Tax Value: \$

Real Property Transfer Tax Due: \$

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: 03

b. Explain Reason for Exemption: Transfer from wife's trust back to husband's trust to relinquish any interest grantor may have acquired through 20050105-0004265 which was recorded.

5. Partial Interest: Percentage being transferred: ____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity Grantor Grantee

Signature _____

Capacity Grantee Grantor

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: LSN Nevada Trust

Print Name: Eric L. Nelson Trust

Address: 3611 S. Lindell Rd Ste 201

Address: 3611 S. Lindell Rd Ste 201

City: Las Vegas

City: Las Vegas, NV

State: NV Zip: 89103

State: NV Zip: 89103

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Chicago Title

Escrow #: 06014981-079

Address: 3980 Howard Hughes Parkway

City/State/Zip: Las Vegas, NV 89169

2013

RAPP0671

APN: 161-21-803-007
Affix R.P.T.T. \$7,430.70

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

LAS VEGAS CENTER LIMITED, LLC
ATTN: Robert Clark
1 Pointe Drive, Suite 330
Brea, CA 92821

ESCROW NO: 06014981-079-TL

20070625-0002014

Fee: \$16.00 RPTT: \$7,430.70
N/C Fee: \$0.00

06/25/2007 14:08:03
T20070114655

Requestor:
CHICAGO TITLE

Debbie Conway SOL
Clark County Recorder Pas: 4

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Paul Edward Nelson, a married man and the Eric L. Nelson Trust, under agreement dated May 30, 2001,
Eric L. Nelson, Trustee

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby
Grant, Bargain, Sell and Convey to

Las Vegas Center Limited, LLC, a Nevada limited liability company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:
See Exhibit A attached hereto and made a part hereof.

Subject to:

1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 11 day of January, 2007.

SELLERS:

The Eric L. Nelson Trust, under agreement
dated May 30, 2001

By: Eric L. Nelson, Trustee

Paul Edward Nelson

RAPP0672

ESCROW NO: 06014981-079-TL

STATE OF NEVADA

) ss.

COUNTY OF Clark

On this 11th day of January 2007

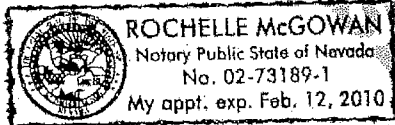
appeared before me, a Notary Public,

ERIC L NELSON Trust
ERIC L NELSON Trust

personally known or proven to me to be the person(s)
whose name(s) is/are subscribed to the above
instrument, who acknowledged that he/she/they
executed the instrument for the purposes therein
contained.

Rochelle McGowan
Notary Public

My commission expires: Feb 12, 2010



STATE OF NEVADA

) ss.

COUNTY OF Clark

On this 11th day of January 2007

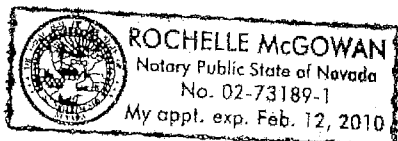
appeared before me, a Notary Public,

Paul E. Nelson

personally known or proven to me to be the person(s)
whose name(s) is/are subscribed to the above
instrument, who acknowledged that he/she/they
executed the instrument for the purposes therein
contained.

Rochelle McGowan
Notary Public

My commission expires: Feb 12, 2010



RAPP0673

Exhibit A

That portion of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section 21, Township 21, Range 62 East, M.D.M. described as follows:

Lot 2 of that certain Parcel Map on file in File 98 of Parcel Maps, Page 94, in the Office of the County Recorder of Clark County, Nevada.

State of Nevada
Declaration of Value

1. Assessor's Parcel Number(s)

a) 161-21-803-007

b)

c)

d)

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Resi
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument #: _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property:

\$1,457,000.00

Deed in Lieu of Foreclosure Only (value of property): _____

Transfer Tax Value:

\$1,457,000.00

Real Property Transfer Tax Due:

\$7,430.70

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity _____

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: The Eric L. Nelson Trust
Address: 2111 S. Lindell Rd #
City: Las Vegas
State: NV Zip: 89103

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Las Vegas Center Limited LLC
Address: 1 Pointe Drive Suite 350
City: Orla
State: CA Zip: 92024

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Chicago Title
Address: 3980 Howard Hughes Parkway
City/State/Zip: Las Vegas, NV 89169

Escrow #: 06014981-079

2014
RAPP0675

GENERAL INFORMATION

PARCEL NO.	161-21-803-007
OWNER AND MAILING ADDRESS	LAS VEGAS CENTER LIMITED L L C % R CLARK 1 POINTE DR #330 BREA CA 92821-7626
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	5725 E TROPICANA AVE WHITNEY
ASSESSOR DESCRIPTION	PARCEL MAP FILE 98 PAGE 94 LOT 2 SEC 21 TWP 21 RNG 62
RECORDED DOCUMENT NO.	* 20070625:02014
RECORDED DATE	06/25/2007
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE

TAX DISTRICT	570
APPRAISAL YEAR	2011
FISCAL YEAR	11-12
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE

FISCAL YEAR	2011-12	2012-13
LAND	182189	182189
IMPROVEMENTS	662159	638705
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	844348	820894
TAXABLE LAND+IMP (SUBTOTAL)	2412423	2345411
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	844348	820894
TOTAL TAXABLE VALUE	2412423	2345411

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION

ESTIMATED SIZE	2.39 Acres
ORIGINAL CONST. YEAR	2009
LAST SALE PRICE MONTH/YEAR	1457000 06/07
LAND USE	3-55 COMMERCIAL NEIGHBORHOOD SHOPPING
DWELLING UNITS	0

RAPP0676

Michele W. Shafe, Assessor

PARCEL OWNERSHIP HISTORY

Assessor Map	Refresh View	Comment Codes	Current Ownership	New Search
--------------	--------------	---------------	-------------------	------------

ASSESSOR DESCRIPTION

PARCEL MAP FILE 98 PAGE 94 LOT 2
SEC 21 TWP 21 RNG 62

#5

CURRENT PARCEL NO.	CURRENT OWNER	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DISTRICT	ESTIMATED SIZE
161-21-803-007	LAS VEGAS CENTER LIMITED L.I.C.	20070625-02014	08/25/2007	NO STATUS	570	2.39 AC

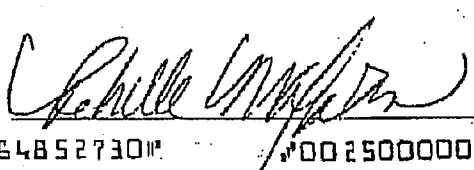
PARCEL NO.	PRIOR OWNER(S)	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DISTRICT	ESTIMATED SIZE
161-21-803-007	NELSON PAUL EDWARD	20020529-00295	05/29/2002	NO STATUS	570	2.39 AC
161-21-803-007	AMERICAN STORES COMPANY	19980814-01393	08/14/1998	NO STATUS	570	2.39 AC
161-21-803-006	A.S.C.	19980814-01393	08/14/1998	NO STATUS	570	4.16 AC

Note: Only documents from September 15, 1999 through present are available for viewing.

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.



Capture Date: 12/15/2005 Sequence #: 2150974627

LINDELL PROFESSIONAL PLAZA 3611 S. LINDELL RD., SUITE 201 LAS VEGAS, NV 89103 PH. 702-362-3030		BANK OF AMERICA 02864 NV 94-72-1224		1776
Two Hundred Fifty Thousand and 00/100 Dollars		DATE	AMOUNT	
to the order of Eric L. Nelson Nevada Trust		Dec 12, 2005	250000.00	
Memo: Loan				
⑈001776⑈ ⑆122400724⑆ 004964852730⑈		⑈0025000000⑈		

12142005 >122401820<
P0020320930 6 Business Bank Nevada
0000000002727684 R0020346750 6

12152005
120000166 BANK OF AMERICA NA LOG
ENT-1205 TRC-1200/PE-1215751 01 P01
12/15/05
243094637
2150974627

1896262
2727684
2150974627

No Electronic Endorsements Found
No Payee Endorsements Found

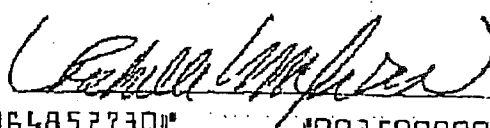
Admitted
7/19/12

D's Ex

JJJJ



Capture Date: 12/09/2005 Sequence #: 2350268109

LINDELL PROFESSIONAL PLAZA 3611 S. LINDELL RD., SUITE 201 LAS VEGAS, NV 89103 PH. 702-362-3030		BANK OF AMERICA 02964 NV 84-72-1224		1769
Three Hundred Fifty Thousand and 00/100 Dollars		DATE	AMOUNT	
		Dec 7, 2005	350000.00	
to the order of	Eric Nelson 7055 Palmyra Ave. Las Vegas, NV 89117			
Memo: Mgt Fee				
		⑈001769⑈ ⑆122400724⑆ 004964852730⑈ ⑈0035000000⑈		

12082005 >122401820<
P0020041020 6 Business Bank Nevada
0000000002728117 R0020004200 6

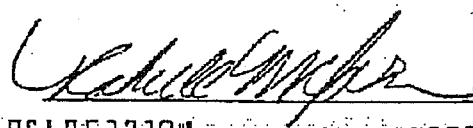
BANK OF AMERICA NV
12082005 1208 01 P01
122401820 00120005
ENT 1215 TRC 2415 PK 12

ENDORSE HERE
12182005
12182005
12182005

No Electronic Endorsements Found
No Payee Endorsements Found



Capture Date: 11/30/2005 Sequence #: 2350011849

LINDELL PROFESSIONAL PLAZA 3611 S. LINDELL RD., SUITE 201 LAS VEGAS, NV 89103 PH. 702-362-3030		BANK OF AMERICA 02954 NV 94-72-1224		1751
Twenty-Five Thousand and 00/100 Dollars		DATE	AMOUNT	
		Nov 17, 2005	25000.00	
to the order of	Eric Nelson 7055 Palmyra Ave. Las Vegas, NV 89117			
Memo: Loan Pymnt				
		⑆001751⑆ ⑆122400724⑆ 004964852730⑆		⑆0002500000⑆

11292005 >122401820<
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00000000006700207 R0029730070 6

11/30/2005
11:30:00 AM
BR-110-110-001 04-001
11/30/05

CD 6700209


No Electronic Endorsements Found
No Payee Endorsements Found



Bank of America



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

1.888.BUSINESS (1.888.287.4637)
www.bankofamerica.com

Page 1 of 9
Account Number: 0049 6485 2798
EO P OE Enclosures 22 45
Statement Period
01/01/07 through 01/31/07 0029043



00004598 03 AT 0.739 33 01336 001 SCM999 I1

ERIC L NELSON NV TRUST DBA
NELSON AND ASSOCIATES
ERIC L NELSON TRUSTEE
3611 LINDELL RD STE 201
LAS VEGAS NV 89103-1241

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Business Economy Checking

Account Summary Information

Statement Period	01/01/07 through 01/31/07	Statement Beginning Balance	57,574.36
Number of Deposits/Credits	11	Amount of Deposits/Credits	3,091,979.86
Number of Withdrawals/Debits	37	Amount of Withdrawals/Debits	2,624,723.52
Number of Deposited Items	4	Statement Ending Balance	524,830.70
Number of Enclosures	22	Average Ledger Balance	583,023.41
Number of Days in Cycle	31	Service Charge	3.00

Deposits and Credits

Date Posted	Amount	Description	Bank Reference
01/03	500,000.00	Deposit	813002350183304
01/04	20,000.00	Deposit	813002150568977
01/08	150,000.00	Return Of Posted Check / Item (Received On 01-05) Check #0000001921	954401050000787
01/08	40,000.00	Mellon Pam ;Des=transfer ;ID=10594001700 Eff Date: 070108;Indn:Eric L. Nelson Nevada	902570080263886
01/09	100,000.00	Return Of Posted Check / Item (Received On 01-08) Check #0000001924	954401080001003
01/09	6,500.59	Deposit	813002350665214
01/10	50,000.00	Return Of Posted Check / Item (Received On 01-09) Check #0000001922	954401090000794
01/10	150,893.51	Return Of Posted Check / Item (Received On 01-09) Check #0000001925	954401090000795
01/16	100,000.00	Deposit	813002250397836
01/24	1,947,153.37	Wire Type:Wire IN Date: 070124 Time:1328 Et Trn:2007012400160800 Seq: /001571 Orig:Uinta Title & Insurance I ID:75017996 Snd Bk: 1St Bank ID:102300336 Pmt Det:Eric L Nelson Nevada Trust, 3611 S Lindell, Las Vegas, NV 89103 Attn:	903701240160800

ERIC L NELSON NV TRUST DBA
 NELSON AND ASSOCIATES
 ERIC L NELSON TRUSTEE

Business Economy Checking

Deposits and Credits - Continued

Date Posted	Amount	Description	Bank Reference
01/26	27,432.39	Wire Type:Wire IN Date: 070126 Time:1526 Et Trn:2007012600218053 Seq:23648000261g/001409 Orig:First American Title Insu ID:2100004407 Snd Bk:First American Trust, Fsb ID:122241255 Pmt Det:324-4794396	903701260218053

Withdrawals and Debits

Checks

Check Number	Amount	Date Posted	Bank Reference	Check Number	Amount	Date Posted	Bank Reference
1919	50,000.00	01/04	813002550275534	1931	15,000.00	01/11	813002150463660
1920	50,000.00	01/08	813002350403295	1932	10,000.00	01/17	813002150039648
1921	150,000.00	01/05	813004992621665	1933	10,000.00	01/16	813002250587181
1921 *	150,000.00	01/12	813002250105327	1934	10,000.00	01/17	813004792631342
1922	50,000.00	01/09	813002150261596	1935	35,000.00	01/23	813002350895310
1923	59.00	01/03	813002350183172	1936	5,802.00	01/25	813002350255300
1924	100,000.00	01/08	813002350443788	1937	6,790.00	01/25	813002350299554
1924 *	100,000.00	01/12	813002250102796	1938	1,250,000.00	01/29	813002250972424
1925	150,893.51	01/09	813002150281804	1939	100,000.00	01/26	813002250783298
1925 *	150,893.51	01/16	813004692921017	1942 *	50,000.00	01/29	813002350432487
1926	9,500.00	01/08	813002350367254	1943	50,000.00	01/29	813002350435678
1927	10,000.00	01/17	813002150026686	1944	15,000.00	01/29	813002350411639
1928	120.62	01/17	813002150949961	1945	30,000.00	01/30	813002350578513
1929	95.22	01/19	813002150424545	1946	9,500.00	01/29	813002250972426
1930	49.99	01/12	813004692291665				

* Preceding check (or checks) is outstanding, is included in summary listing, or has been included in a previous statement.

Other Debits

Date Posted	Amount	Description	Bank Reference
01/05	144.67	American Hardware Mutual Ins. Bill Payment	943201050008016
01/16	50,000.00	Wire Type:Wire Out Date:070116 Time:1152 Et Trn:2007011600237157 Service Ref:002659 Bnf:Delta Southern Bank ID:284273912 Bnf Bk:First Tennessee Bank Na ID:084000026 Pmt Det:Ffc To Delt A Golf Nautica Acct 6607915 Acct Between Banks Acc	903701160237157
01/16	25.00	Wire Transfer Fee	903701160160470
01/22	5,802.00	Wire Type:Wire Out Date:070122 Time:1632 Et Trn:2007012200244819 Service Ref:004179 Bnf:Security Title Agency ID:00672149 Bnf Bk:Jpmor Gan Chase Bank, Na ID:021000021 Pmt Det:Escrow # 5 5-07-58397-KS Fbo Soris	903701220244819
01/22	25.00	Wire Transfer Fee	903701220112246
01/24	10.00	Wire Transfer Fee	903701240024927
01/26	10.00	Wire Transfer Fee	903701260041732
01/31	3.00	Check Enclosure Fee	



Bank of America



ERIC L NELSON NV TRUST DBA
NELSON AND ASSOCIATES
ERIC L NELSON TRUSTEE

HH

Page 3 of 9
Account Number: 0049 6485 2798
EO P OE Enclosures 22 45
Statement Period
01/01/07 through 01/31/07 0029045

Business Economy Checking

Daily Ledger Balances

Date	Balance	Date	Balance	Date	Balance
01/01	57,574.36	01/11	499,371.28	01/24	2,014,503.31
01/03	557,515.36	01/12	249,321.29	01/25	2,001,911.31
01/04	527,515.36	01/16	138,402.78	01/26	1,929,333.70
01/05	377,370.69	01/17	108,282.16	01/29	554,833.70
01/08	407,870.69	01/19	108,186.94	01/30	524,833.70
01/09	313,477.77	01/22	102,359.94	01/31	524,830.70
01/10	514,371.28	01/23	67,359.94		

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
4. This is your **NEW ACCOUNT REGISTER BALANCE** \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here \$ _____
2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. **TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals** \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

Important Information

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposit or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

* Tell us your name and account number

* Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

* Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 business days if you are a new customer, for electronic transfers occurring during the first 3 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Check Image - Continued

Account Number: 0049 6485 2798

[illegible][illegible]

Ref. No: 813004692921017 Amount: 150,893.51

1026

NELSON & ASSOCIATES
MULTIMEDIALITY INC
LIVE FOGAL ME BUREAU
P.O. BOX 8099

DATE _____
AMOUNT \$ _____
\$ 6,007
\$ 49,500.00

Nine Thousand Five Hundred and 00/100 Dollars

PAY TO THE ORDER OF Eric Nelson
7065 Palmyra Ave.
Las Vegas, NV 89117

Memo:

#001926# #122400F24# 0046485399H# #0000050000/

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Ref. No: 813002350367254 Amount: 9,500.00

[illegible][illegible]

Ref. No: 813002150026686 Amount: 10,000.00

1028

WELDON & ASSOCIATES
1811 MADISON AVENUE
LOS ANGELES 17, CALIF.
(213) 942-8000

DATE

AMOUNT

Jan. 10, 2007 \$ 888,812.00

Eight Hundred Twenty and 62/100 Dollars

TO THE ORDER OF: Phoenix City Treasurer
P.O. Box 25690
Phoenix, AZ 85036-5690

Memorandum 03011693

0001478* 442400F24* 004248F178* 0000001028*

[illegible]

Ref. No: 813002150949961 Amount: 120,62

1929

NAME OF AGENCY
BUREAU OF
INVESTIGATION

DATE

AMOUNT

Jan 10, 2001 \$ *****895.72

Ninety-Five and 22/100 Dollars
To the
ORDER OF: AI Dept. of Revenue
P.O. BOX 29010
FEDERAL, AI 33038-3010

MEMO: 20003763-B

W001424* 4122400724* 0047485795* 00000009522*

100-442454-1
 100-442454-2
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 100-442454-98
 100-442454-99
 100-442454-100

f. No: 813002150424545 Amount: 95.22

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RAPP0685



Bank of America



H

Page 5 of 9

Check Image

0029047

Account Number: 0049 6485 2798

1919 ✓

Jan 2, 2007 \$ 50,000.00

Fifty Thousand and 00/100 Dollars

Clarence Nelson
4030 Boulder Highway
Las Vegas, NV 89121

0001919 4122400724 004964852798 0005000000

01253875535

0001919 4122400724 004964852798 0005000000

Ref. No: 813002550275534 Amount: 50,000.00

1920 ✓

Jan 2, 2007 \$ 50,000.00

Fifty Thousand and 00/100 Dollars

Clarence Nelson
4030 Boulder Highway
Las Vegas, NV 89121

0001919 4122400724 004964852798 0005000000

01253875535

0001919 4122400724 004964852798 0005000000

Ref. No: 813002350403295 Amount: 50,000.00

1921 ✓

Jan 2, 2007 \$ 50,000.00

Fifty Thousand and 00/100 Dollars

Clarence Nelson
4030 Boulder Highway
Las Vegas, NV 89121

0001919 4122400724 004964852798 0005000000

01253875535

0001919 4122400724 004964852798 0005000000

Ref. No: 813002250105327 Amount: 150,000.00

1923 ✓

Jan 2, 2007 \$ 150,000.00

Fifty Thousand and 00/100 Dollars

Clarence Nelson
4030 Boulder Highway
Las Vegas, NV 89121

0001919 4122400724 004964852798 0005000000

01253875535

0001919 4122400724 004964852798 0005000000

Ref. No: 813002350183172 Amount: 59.00

1924 ✓

Jan 2, 2007 \$ 59.00

Fifty Nine and 00/100 Dollars

Clarence Nelson
4030 Boulder Highway
Las Vegas, NV 89121

0001919 4122400724 004964852798 0005000000

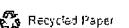
01253875535

0001919 4122400724 004964852798 0005000000

No: 813002250102796 Amount: 100,000.00

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RAPP0686



Check Image - Continued

Account Number: 0049 6485 2798

NELSON & ASSOCIATES
WILLIAMSON PLACE
LAS VEGAS, NV 89103
P.O. BOX 304

DATE: Jan 18, 2007
AMOUNT: \$ 433,000.00

Pay to the order of: Riverwalk Entertainment, LLC

Money New Account

0001935* 41224007246 004964852798* 00003300000*

0001935* 41224007246 004964852798* 00003300000*

0001935* 41224007246 004964852798* 00003300000*

Ref. No: 813002350895310 Amount: 35,000.00

NELSON & ASSOCIATES
WILLIAMSON PLACE
LAS VEGAS, NV 89103
P.O. BOX 304

DATE: 1-19-2007
AMOUNT: \$ 5,802.00

Pay to the order of: Security Title
3636 N. Central Ave. Suite 201
Phoenix, AZ 85019

0001935* 41224007246 004964852798* 00000540000*

0001935* 41224007246 004964852798* 00000540000*

0001935* 41224007246 004964852798* 00000540000*

Ref. No: 813002350255300 Amount: 5,802.00

NELSON & ASSOCIATES
WILLIAMSON PLACE
LAS VEGAS, NV 89103
P.O. BOX 304

DATE: Jan 18, 2007
AMOUNT: \$ 5,802.00

Pay to the order of: Security Title
3636 N. Central Ave. Suite 201
Phoenix, AZ 85019

0001935* 41224007246 004964852798* 00000540000*

0001935* 41224007246 004964852798* 00000540000*

0001935* 41224007246 004964852798* 00000540000*

Ref. No: 813002350299554 Amount: 6,790.00

NELSON & ASSOCIATES
WILLIAMSON PLACE
LAS VEGAS, NV 89103
P.O. BOX 304

DATE: Jan 25, 2007
AMOUNT: \$ 6,790.00

Pay to the order of: Eric L. Nelson Nevada Trust
3611 S. Lindell Rd. Ste. 201
Las Vegas, NV 89103

Money New Account

0001935* 41224007246 004964852798* 00125000000*

0001935* 41224007246 004964852798* 00125000000*

0001935* 41224007246 004964852798* 00125000000*

Ref. No: 813002250972424 Amount: 1,250,000.00

NELSON & ASSOCIATES
WILLIAMSON PLACE
LAS VEGAS, NV 89103
P.O. BOX 304

DATE: Jan 25, 2007
AMOUNT: \$ 1,250,000.00

Pay to the order of: Lindell Professional Plaza
3611 S. Lindell Rd. Ste. 201
Las Vegas, NV 89103

Money New Account

0001935* 41224007246 004964852798* 00000000000*

0001935* 41224007246 004964852798* 00000000000*

0001935* 41224007246 004964852798* 00000000000*

No: 813002250783298 Amount: 100,000.00

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0029049

Check Image Continued

1990

NELSON & ASSOCIATES		NAME OF PAYEE DOCS INC 1475-14th	DATE
MULTIPLE PAYEE LAS VEGAS, NV 89134 (702) 486-6200			
		AMOUNT	
DEC 29, 2005			*****\$19.99
Forty-Nine and 99/100 Dollars			
TWO CENTS			
Lana Martin			
1012 Glow Wind Street			
Las Vegas, NV 89134			
MEXICAN REMITTANCE # 3746 (Kiana)			
00014300 4122100F246 001464512788 *****0000001999			

OFFICE OF THE DIRECTOR OF THE FBI
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535
TELEPHONE (202) 452-2000
FACSIMILE (202) 452-2000
MAIL ROOM (202) 452-2000
RECORDS MANAGEMENT (202) 452-2000
TRAINING (202) 452-2000
LABORATORY (202) 452-2000
IDENTIFICATION (202) 452-2000
INVESTIGATIVE (202) 452-2000
ADMINISTRATIVE (202) 452-2000
COMMUNICATIONS (202) 452-2000
CRIMINAL JUSTICE (202) 452-2000
CIVIL RIGHTS (202) 452-2000
CONSUMER PROTECTION (202) 452-2000
CORRUPTION (202) 452-2000
CYBERCRIME (202) 452-2000
DOMESTIC VIOLENCE (202) 452-2000
DRUGS (202) 452-2000
ENVIRONMENTAL (202) 452-2000
EXTORTION (202) 452-2000
FRAUD (202) 452-2000
GANGS (202) 452-2000
HUMAN TRAFFICKING (202) 452-2000
IMMIGRATION (202) 452-2000
INTELLIGENCE (202) 452-2000
INTERNATIONAL (202) 452-2000
LABOR (202) 452-2000
LAW ENFORCEMENT (202) 452-2000
MILITARY (202) 452-2000
NARCOTICS (202) 452-2000
PUBLIC SAFETY (202) 452-2000
RACIAL MATTERS (202) 452-2000
RELIIGION (202) 452-2000
SEXUAL ASSAULT (202) 452-2000
SEXUAL HARASSMENT (202) 452-2000
SPECIAL INVESTIGATIVE (202) 452-2000
TERRORISM (202) 452-2000
TRAFFIC (202) 452-2000
TRAVEL (202) 452-2000
VIOLENCE (202) 452-2000
WOMEN (202) 452-2000
YOUTH (202) 452-2000

1981

DATE

AMOUNT

\$ **\$3,000.00

Jan 10, 2007

MARK OF ASSOCIATES
SUITE 101
1675 LEE

NELSON & ASSOCIATES
BILLING@N&A.COM
DALLAS, TX 75244
(214) 346-8440

Eighteen Thousand and 00/100 Dollars

TO THE
ORDER OF: Dynasty Development, LLC

Monet

93206

FOOI431# 4122400714# 00496452194# /0001500000#

[illegible][illegible][illegible]

1933

NELSON & ASSOCIATES
801 LEXINGTON AVENUE
NEW YORK 17, N.Y.
TEL. NY 6-6100
CRO 5-6200

DATE

JAN 15, 1967

AMOUNT
\$ **\$10,000.00

FIVE THOUSAND AND 00/100 DOLLARS
TO THE ORDER OF JOAN KAPLAN

[Signature]

MONET \$0000

FOURTHIRTYEIGHTTHOUSANDSEVENTYFIVE DOLLARS ONLY

A0001000000/

[illegible]

1974

MELBOM & ASSOCIATES
211 CAGLE RD STE 2
LAS VEGAS NV 89101
(702) 734-2000

DATE

AMOUNT

JUN 13, 1987 \$ **110,000.00

Five Thousand and 00/100 Dollars

TO THE ORDER OF LANA MARTIN
2012 Glen Wind Street
Las Vegas, NV 89136

MEMO BOOKS

00019345 412240072nd 00451652775* 000010000000

2012 Spaulding St.
 29 NW 81.34
 8330
 Spaulding

Check Image Continues on Next Page



Bank of America



Page 9 of 9

Check Image - Continued

0029051

Account Number: 0049 6485 2798

1842

NELSON & ASSOCIATES
N11111111 NO 11111111
LAS VEGAS, NV 89101
(702) 885-1111

DATE
Feb 21, 2007

AMOUNT
\$ **\$50,000.00

Fifty Thousand and 00/100 Dollars

TO THE ORDER OF
Chad Ramos

MEMO: LOAN

001942 61224007246 004964852798 /0003000000/

1842

REF ID: A7125173083

REF ID: A7125173083

REF ID: A7125173083

Ref. No: 813002350432487 Amount: 50,000.00

1843

NELSON & ASSOCIATES
N11111111 NO 11111111
LAS VEGAS, NV 89101
(702) 885-1111

DATE
Jan 21, 2007

AMOUNT
\$ **\$50,000.00

Fifty Thousand and 00/100 Dollars

TO THE ORDER OF
Decees, LLC

MEMO: LOAN

001943 61224007246 004964852798 /0003000000/

1843

REF ID: A7125173083

REF ID: A7125173083

REF ID: A7125173083

Ref. No: 813002350435678 Amount: 50,000.00

1844

NELSON & ASSOCIATES
N11111111 NO 11111111
LAS VEGAS, NV 89101
(702) 885-1111

DATE
Jan 23, 2007

AMOUNT
\$ **\$50,000.00

Fifty Thousand and 00/100 Dollars

TO THE ORDER OF
High Country Inn

MEMO: LOAN

001944 61224007246 004964852798 /0003000000/

1844

REF ID: A7125173083

REF ID: A7125173083

REF ID: A7125173083

Ref. No: 813002350411639 Amount: 15,000.00

1845

NELSON & ASSOCIATES
N11111111 NO 11111111
LAS VEGAS, NV 89101
(702) 885-1111

DATE
Jan 29, 2007

AMOUNT
\$ **\$15,000.00

Fifty Thousand and 00/100 Dollars

TO THE ORDER OF
Dynasty Development, LLC

MEMO: LOAN

001945 61224007246 004964852798 /0003000000/

1845

REF ID: A7125173083

REF ID: A7125173083

REF ID: A7125173083

Ref. No: 813002350578513 Amount: 30,000.00

1846

NELSON & ASSOCIATES
N11111111 NO 11111111
LAS VEGAS, NV 89101
(702) 885-1111

DATE
Jan 23, 2007

AMOUNT
\$ **\$30,000.00

Fifty Thousand Five Hundred and 00/100 Dollars

TO THE ORDER OF
Elio Palcos
1055 Palaya Ave.
Las Vegas, NV 89117

MEMO: LOAN

001946 61224007246 004964852798 /0003000000/

1846

REF ID: A7125173083

REF ID: A7125173083

REF ID: A7125173083

Ref. No: 813002250972426 Amount: 9,500.00

END OF CHECK IMAGE

RAPP0691



Bank of America



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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Page 1 of 10
Statement Period
07/01/07 through 07/31/07
EO P PE OE 45
Enclosures 10
Account Number 0049 6485 2798

0024063

Premier Banking Client



00003276 02 AT 0.459 23 01336 001 SCM999 II 3

ERIC L NELSON NV TRUST DBA
NELSON AND ASSOCIATES
ERIC L NELSON TRUSTEE
3611 LINDELL RD STE 201
LAS VEGAS NV 89103-1241

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call:
1.888.BUSINESS (1.888.287.4607)

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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ERIC L NELSON NV TRUST DBA
NELSON AND ASSOCIATES
ERIC L NELSON TRUSTEE

Page 2 of 10
Statement Period
07/01/07 through 07/31/07
EO P PE OE 45
Enclosures 10
Account Number 0049 6485 2798

Deposit Accounts

Business Economy Checking

ERIC L NELSON NV TRUST DBA NELSON AND ASSOCIATES
ERIC L NELSON TRUSTEE

Your Account at a Glance

Account Number	0049 6485 2798	Statement Beginning Balance	\$142,003.24
Statement Period	07/01/07 through 07/31/07	Amount of Deposits/Credits	\$1,049,241.03
Number of Deposits/Credits	6	Amount of Withdrawals/Debits	\$1,160,407.49
Number of Withdrawals/Debits	29	Statement Ending Balance	\$30,836.78
Number of Deposited Items	5		
Number of Days in Cycle	31	Average Ledger Balance	\$602,322.84
		Service Charge	\$0.00

Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
02 05	966,780.73	Deposit	813002150918904
	8,767.44	Natl Fin Svc Llc;Des=eft ;Id=w81191310 Tagzl Eff Date: 070705;Indn:Eric L Nelson Ttee	902571860583813
07/06	7,500.00	Deposit	813002350826327
07/06	40,000.00	Mellon Pam ;Des=transfer ;ID=10594001700 Eff Date: 070706;Indn:Eric L. Nelson Nevada	902571865060889
07/12	6,250.00	Deposit	813002150640052
07/17	19,942.86	Deposit	813002250811495

Withdrawals and Debits Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
2010	3,000.00	07/17	813003992377489	2047	241.24	07/10	813002150143858
2019*	2,500.00	07/09	813002150111167	2048	95.22	07/10	813004992671374
2025*	2,500.00	07/09	813002550213456	2049	26.18	07/06	813002350829565
2033*	7,000.00	07/02	813002150918881	2050	25,000.00	07/12	813001392820301
2036*	2,500.00	07/09	813002150111164	2051	9,675.00	07/11	813000892119886
2037	2,500.00	07/09	813002150111165	2052	607.00	07/11	813000892125720
2039*	2,500.00	07/09	813002150111166	2053	5,000.00	07/16	813003492361935
2040	3,500.00	07/09	813000992315965	2054	20,000.00	07/20	813003592650021
2041	3,500.00	07/05	813001492272907	2057*	8,000.00	07/30	813002250103784
2043*	1,853.95	07/05	813001292072512	2081*	32,458.85	07/26	813003892344226
2044	1,705.05	07/05	813004892080605	2083*	9,000.00	07/26	813003892392261
2045	347.00	07/11	813000892376261	8037*	158.00	07/02	813000392683076
2046	100.00	07/12	813002150498194	8038	140.00	07/12	813001192883409

* Gap in sequential check numbers.

RAPP0693



Bank of America



ERIC L NELSON NV TRUST DBA
NELSON AND ASSOCIATES
ERIC L NELSON TRUSTEE

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Page 3 of 10
Statement Period
07/01/07 through 07/31/07
EO P PE OE 45
Enclosures 10
Account Number 0049 6485 2798

0024065

Withdrawals and Debits - Continued

Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
07/02	16,300.00	Soris Enterprises Bill Payment	943207020008036
07/18	1,000,000.00	Funds Transfer Debit	945007187090304
		Fdes Naz 0006709 Nbkf6Ei	
07/26	200.00	Wells Fargo Credit Cards Bill Payment	943207260008044

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
07/01	142,003.24	07/10	1,118,171.77	07/18	100,495.63
07/02	1,085,325.97	07/11	1,107,542.77	07/20	80,495.63
07/05	1,087,034.41	07/12	1,088,552.77	07/26	38,836.78
07/06	1,134,508.23	07/16	1,083,552.77	07/30	30,836.78
07/09	1,118,508.23	07/17	1,100,495.63		



Bank of America



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Page 5 of 10

0024067

Check Image

Account Number: 0049 6485 2798

NEALSON & ASSOCIATES
1111 LEXINGTON AVE STE 200
FARMINGDALE, NY 11735
TEL: 516-224-0072 FAX: 516-224-0073

DATE
May 11, 2007

AMOUNT
\$ 3,000.00

Three Thousand and 00/100 Dollars

TO THE ORDER OF
Sarah KASACK

Monex

00020100 41224007240 004964852798 0000000000

00020100 41224007240 004964852798 0000000000

2150111167

Ref. No: 813003992377489 Amount: 3,000.00

NEALSON & ASSOCIATES
1111 LEXINGTON AVE STE 200
FARMINGDALE, NY 11735
TEL: 516-224-0072 FAX: 516-224-0073

DATE
May 11, 2007

AMOUNT
\$ 2,500.00

Two Thousand Five Hundred and 00/100 Dollars

TO THE ORDER OF
Sarah KASACK

Monex

00020100 41224007240 004964852798 0000000000

00020100 41224007240 004964852798 0000000000

2150111167

Ref. No: 813002150111167 Amount: 2,500.00

NEALSON & ASSOCIATES
1111 LEXINGTON AVE STE 200
FARMINGDALE, NY 11735
TEL: 516-224-0072 FAX: 516-224-0073

DATE
May 11, 2007

AMOUNT
\$ 2,500.00

Two Thousand Five Hundred and 00/100 Dollars

TO THE ORDER OF
Sarah KASACK

Monex

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2150111167

Ref. No: 813002550213456 Amount: 2,500.00

NEALSON & ASSOCIATES
1111 LEXINGTON AVE STE 200
FARMINGDALE, NY 11735
TEL: 516-224-0072 FAX: 516-224-0073

DATE
May 11, 2007

AMOUNT
\$ 7,000.00

Seven Thousand Dollars and 00/100

TO THE ORDER OF
ERIC NELSON

Monex

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2150111167

Ref. No: 813002150918881 Amount: 7,000.00

NEALSON & ASSOCIATES
1111 LEXINGTON AVE STE 200
FARMINGDALE, NY 11735
TEL: 516-224-0072 FAX: 516-224-0073

DATE
May 11, 2007

AMOUNT
\$ 2,500.00

Two Thousand Five Hundred and 00/100 Dollars

TO THE ORDER OF
Sarah KASACK

Monex

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2150111167

No: 813002150111164 Amount: 2,500.00

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2049

NELSON & ASSOCIATES
381 HICKORY ST. S.E.
MARTIN, MISSISSIPPI
39201-6008

KING OF ARMYTCA
NOV 3
SATYRINE

DICE

RECEIVED
JUL 13, 2007

S \$32,500.00

Three Thousand Five Hundred and 100/100 Dollars

Morgan Spauld

PAID TO THE ORDER OF

FOR DEPOSIT ONLY

ATLANTA, GA

1007040F 4124007244 D049EWS2Y98N

6477162-645
 J. Edgar Hoover
 U.S. Department of Justice
 Washington, D.C. 20535

06-70

NELSON & ASSOCIATES
2801 19TH S.W.
LAS VEGAS, NV 89102
CITY PHONE

BANK OF AMERICA
NATIONAL
PAY TO THE ORDER OF

DATE

AMOUNT

Jul 3, 2007 \$ ***22,500.00

373151507 07-03-07 \$010 07
Three Thousand Five Hundred and 22/100 Dollars

Madevan, Rochella
1650 Highway 89Eh Dr. #4512
Renderson, NV 89111

PAID BY BANK

#002041# *1224007246 00446485298# *

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EL SIERRA CA
573161507 4923 5010 JB 57 000094C00211716 07/02/07

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07-08-07
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07-08-07
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NELSON & ASSOCIATES
1111 NORTH 40 STREET
LOS ANGELES, CA 90012
(213) 452-1000

DATE OF BIRTH
02/28/70
IN PAST TWO

DATE

AMOUNT

Jul 3, 1997 \$ 443,251.33

Pay To The Order Of: One Thousand Eight Hundred Fifty-Three and 11/100 Dollars

Payable To: Wells Fargo
P.O. Box 12925
Los Angeles, CA 90009-0096

Amount in Words: Four Hundred Forty Three Thousand Six Hundred Fifty One and 3/100

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RAPP0697



Bank of America



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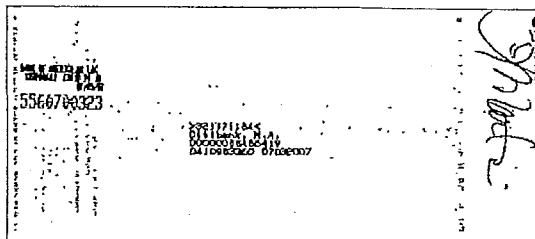
Page 7 of 10

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0024069

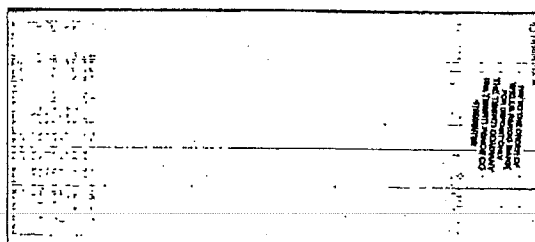
Account Number: 0049 6485 2798

NELSON & ASSOCIATES
NATIONAL ASSOCIATION
LAW OFFICES
P.O. BOX 1000
LAS VEGAS, NV 89101
DATE
Jul 3, 2007
AMOUNT
\$ 1,705.05
One Thousand Seven Hundred Five and 05/100 Dollars
PAY TO THE ORDER OF
Lara Martin
2017 81st Street
Las Vegas, NV 89131
Memo:
#002044# 4122400724# 004964852798# /0000170505/



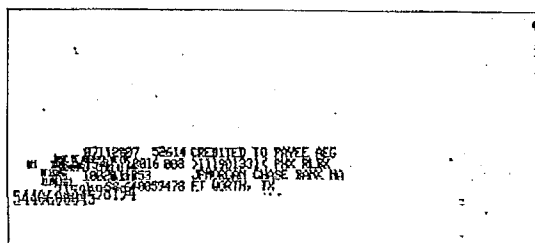
Ref. No: 813004892080605 Amount: 1,705.05

NELSON & ASSOCIATES
NATIONAL ASSOCIATION
LAW OFFICES
P.O. BOX 1000
LAS VEGAS, NV 89101
DATE
Jul 3, 2007
AMOUNT
\$ 347.00
Three Hundred Forty Seven and 00/100 Dollars
PAY TO THE ORDER OF
Tiberti Fence Co.
4915 Rogers Street
Las Vegas, NV 89131
Memo:
#002045# 4122400724# 004964852798# /0000347000/



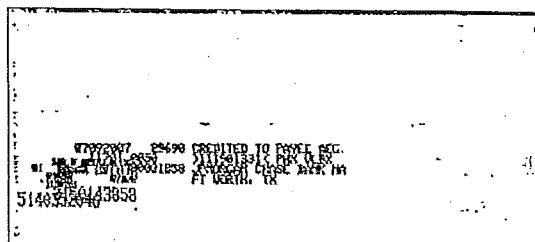
Ref. No: 813000892376261 Amount: 347.00

NELSON & ASSOCIATES
NATIONAL ASSOCIATION
LAW OFFICES
P.O. BOX 1000
LAS VEGAS, NV 89101
DATE
Jul 3, 2007
AMOUNT
\$ 100.00
One Hundred and 00/100 Dollars
PAY TO THE ORDER OF
NV Dept. of Taxation
Memo:
#002046# 4122400724# 004964852798# /0000010000/



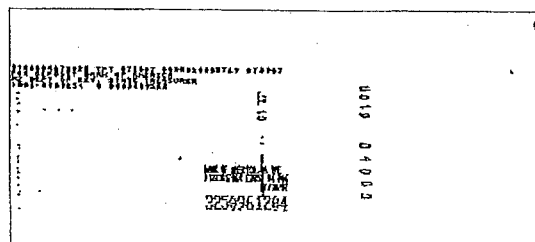
Ref. No: 813002150498194 Amount: 100.00

NELSON & ASSOCIATES
NATIONAL ASSOCIATION
LAW OFFICES
P.O. BOX 1000
LAS VEGAS, NV 89101
DATE
Jul 3, 2007
AMOUNT
\$ 241.24
Two Hundred Forty One and 24/100 Dollars
PAY TO THE ORDER OF
Phoenix City Treasurer
P.O. Box 23450
Phoenix, AZ 85021-1070
Memo:
#002047# 4122400724# 004964852798# /0000024124/



Ref. No: 813002150143858 Amount: 241.24

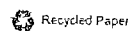
NELSON & ASSOCIATES
NATIONAL ASSOCIATION
LAW OFFICES
P.O. BOX 1000
LAS VEGAS, NV 89101
DATE
Jul 3, 2007
AMOUNT
\$ 95.22
Ninety Five and 22/100 Dollars
PAY TO THE ORDER OF
AZ Dept. of Revenue
P.O. Box 20010
Phoenix, AZ 85021-1010
Memo:
#002048# 4122400724# 004964852798# /000009522/



No: 813004992671374 Amount: 95.22

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RAPP0698



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Account Number: 0049 6485 2798

9700254170

Ref. No: 813002350829565 Amount: 26 18

7/11.2007 1659Y<10 P1Z01A086C HCNB

DATE TIME
0526085832 0123365131

2015-18-91

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535
TELEPHONE (202) 512-2400
FACSIMILE (202) 512-2100
WWW.FBI.GOV

Ref. No: 813001392820301 Amount: 25.000.00

[Handwritten signature]

Ref. No: 813000892119886 Amount: 9,675.00

Red Rover

Ref. No: 813000892125720 Amount: 607.00

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No: 813003492361935 Amount: 5.000.00

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RAPP0699

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0024071

Account Number: 0049 6485 2798

2054

NELSON & ASSOCIATES
1071 LINDALE RD STE 100
LA JOLLA, CA 92037
(619) 460-1200

NAME OF AGENCY
ISSUED BY
DATE

DATE

AMOUNT

Jul 19, 2007 \$ **\$20,000.00

Twenty Thousand and 00/100 Dollars

TO THE ORDER OF
Dynamis Development, LLC

Nelson, Dawn

2002054* 1112400726* 00474652148* 0002000007

0527785021 0124538214

Ref. No: 813003592650021 Amount: 20,000.00

2057

NELSON & ASSOCIATES
MULTIMEDIA PRO INC
LAS VEGAS, NV
(702) 461-2000

NAME OF AMERICA
FROM
TO
DATE

AMOUNT

Jul 10, 2007 \$ 4,000.00

Eight Thousand and 00/100 Dollars

Walt Nelson
702 S Palmyra Ave.
Las Vegas, NV 89117

FOR
YOUR
ORDER
ON

MEMO DRAW

433306

W001057# 1062400714# 00476582198# 0000000000

[illegible]

Ref. No: 813002250103784 Amount: 8,000.00

WILSON & ASSOCIATES
801 LEXINGTON AVE SUITE 900
LOS ANGELES, CALIF 90017
(213) 621-1100

BANK OF AMERICA
NORTH CAROLINA
PO BOX 30001
DALLAS TX 75230

DATED
7/23/07

PAYMENT
\$30458.85

Eighty four thousand four hundred fifty eight dollars and 85/100—
FINDLAY KENNEDY

Annette Oak
STERNBERG #001081# *1224007240 0049455248*

WILLIAM ZACHARY BAKER, AKA
PROSECUTIONS UNIT
JAN 21 1978
JAN 21 1978

Ref. No: 813003892344226 Amount: 32,458.85

2003

NELSON & ASSOCIATES
1014 LAKESIDE BL. STE. 101
LAKE MICHIGAN, MI 49750
(519) 942-3090

MADE IN AMERICA
GIVEN BY
04-02-2004

DATE
7-25-07
INCLINE
\$ 9000.00

TO THE ORDER OF
NORTHSHORE DOLLS and
CHAD PAMIS

LOAN

00000003# 4522000746 000496082718#

[Handwritten signature]

Ref. No: 813003892392261 Amount: 9,000.00

[illegible]

2480173196

No: 813000392683076 Amount: 158.00

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Account Number: 0049 6485 2798

[illegible][illegible]

Ref. No: 813001192883409 Amount: 140.00

END OF CHECK IMAGE

RAPP0701



Bank of America
Legal Order Processing
CA9-705-05-19
PO BOX 3609
Los Angeles, CA 90051

July 11, 2012

THE DICKERSON LAW GROUP
JOSEF M. KARACSONYI, ESQUIRE
1745 VILLAGE CENTER CIRCLE
LAS VEGAS, NV 89134

RE: Reference # L070612000180
Case: Lynita Sue nelson vs Eric L Nelson
Customer Name:

Enclosed are the documents requested in the Subpoena issued in the above case.

Please be advised that the following documentation was not available:

- Check 1543 cannot view
- Statements, Check, and Deposits from 01/01/05 to 06/30/05. For past retention dates.

We consider your receipt of these records as compliance with the above-referenced subpoena/legal request and our file is now closed. If additional records are required they will be forwarded to you upon receipt.

Please contact me as soon as possible at the number listed below and let me know if further research is necessary.

Legal Order Processing
213-580-0701
882X

Bank of America
Legal Order Processing
CA9-705-05-19
PO BOX 3609
Los Angeles, CA 90051

July 11, 2012

THE DICKERSON LAW GROUP
JOSEF M. KARACSONYI, ESQUIRE
1745 VILLAGE CENTER CIRCLE
LAS VEGAS, NV 89134

RE: Reference # L070612000180
Case: Lynita Sue nelson vs Eric L Nelson
Name:

I, Blanca Gomez, declare that I am employed by Bank of America N. A. in the subpoena processing department and the Bank's designated duly authorized Custodian of Records for documents and/or information produced under the referenced legal order. The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced herein. I certify the authenticity of the records produced herewith and that they were:

- a) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.
- b) Kept in the course of regularly conducted activity.
- c) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The identity of the records produced is as follows: Statements, Checks, Deposits, and Offsets.

The enclosed records are true copies of bank records in the custodian's possession as described in the referenced legal order. I am familiar with the mode of preparation of the enclosed records and they are prepared as follows:

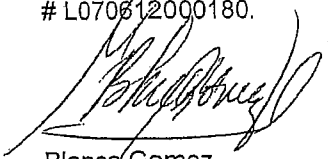
CHECKS: the checks drawn on the customer's account were presented to the Bank. While processing the item, an image of the front and back of the item was taken in the sequence the item was processed. The Bank stored the image in a secure environment. In response to this subpoena/legal order, the Bank retrieved and produced an image of the check.

STATEMENTS: Each statement was prepared after the closing date of the account cycle as indicated on the statement. The statement reflects debits (from checks, point of sale, ATM and teller withdrawals, fees, etc.) and credits (deposits, etc) to the account during the period covered by the statement.

DEPOSITS: Deposits are processed by the Bank at a central processing center. When the transaction was processed, a microfilm image of the front and back of the item was taken in the sequence the transaction was processed. The Bank stored the microfilm in a secure facility. In response to this subpoena/legal order, the Bank retrieved the microfilm reel and produced an image of the item.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 11 day of July, 2012, in the city of Los Angeles, in the State of CA.

Should you need to forward any additional correspondence to us regarding this matter, please direct it to the address noted above. When contacting the Bank regarding this Subpoena, please use the Reference # L070612000180.



Blanca Gomez
SR Operations Representative
CA - Legal Order Processing
213-580-0701
882X

State Of California)
)
County Of Los Angeles)

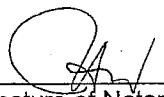
On July 11, 2012 before me, Jennifer Long, Notary Public,
personally appeared Blanca Gomez who proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above



Signature of Notary Public

1 LYNITA SUE NELSON and ERIC
2 NELSON,

3 Purported Cross-Defendant and
4 Counterdefendant,

5 LYNITA SUE NELSON,

6 Counterclaimant, Cross-Claimant,
7 and/or Third Party Plaintiff,

8 v.

9 ERIC L. NELSON, individually and as the
10 Investment Trustee of the ERIC L. NELSON
11 NEVADA TRUST dated May 30, 2001; the
12 ERIC L. NELSON NEVADA TRUST dated
13 May 30, 2001; LANA MARTIN, individually,
14 and as the current and/or former Distribution
15 Trustee of the ERIC L. NELSON NEVADA
16 TRUST dated May 30, 2001, and as the
17 former Distribution Trustee of the LSN
18 NEVADA TRUST dated May 30, 2001);
19 NOLA HARBER, individually, and as the
20 current and/or former Distribution Trustee
21 of the ERIC L. NELSON NEVADA TRUST
22 dated May 30, 2001, and as the current
23 and/or former Distribution Trustee of the
24 LSN NEVADA TRUST dated May 30, 2001;
25 ROCHELLE McGOWAN, individually;
26 JOAN B. RAMOS, individually; and DOES I
27 through X,

28 Counterdefendant, and/or
Cross-Defendants, and/or
Third Party Defendants.

JUL 6 AM 7:21

21
22 SUBPOENA DUCES TECUM TO CUSTODIAN OF RECORDS OF
23 BANK OF AMERICA

24 TO: CUSTODIAN OF RECORDS, BANK OF AMERICA
25 2451 S. Fort Apache Road
26 Las Vegas, Nevada 89117

27 YOU ARE HEREBY COMMANDED to appear and attend your deposition on the
28 6th day of July, 2012, at the hour of 9:30 a.m., at the offices of The Dickerson Law

LO 70612000180

1 Group, located at 1745 Village Center Circle, Las Vegas, Nevada 89134. Your
2 attendance is required to give testimony and/or to produce and permit inspection and
3 copying of designated books, documents or tangible things in your possession, custody
4 or control, or to permit inspection of premises.

5 You are required to bring with you at the time of your appearance the following
6 documents:

7 Any and all statements, cancelled check images, and
8 deposits in the amount of ten thousand dollars
9 (\$10,000.00) and above for LSN dba Tierra Del Sol,
10 account number 4964852743 for the 2005 year forward to
11 closing; and LSN dba High Country Inn, account number
12 147495638115 for the 2005 year forward to closing.

13
14 If you fail to attend, you will be deemed guilty of contempt of Court and liable
15 to pay all losses and damages caused by your failure to appear.

16 In lieu of your appearance on the above-referenced date, the requested
17 documents may be produced, along with the duly executed Certification of Records
18 served herewith, on or before the time and date set for your appearance.

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

1 Please see attached Exhibit A for information regarding the rights of the person
2 subject to this Subpoena.

3 DATED this 2nd day of July, 2012.

4 Issued at the direction of:

5 THE DICKERSON LAW GROUP

6 By Joe Karacsonyi
7 ROBERT P. DICKERSON, ESQ.
8 Nevada Bar No. 000945
9 KATHERINE L. PROVOST, ESQ.
10 Nevada Bar No. 008414
11 JOSEF M. KARACSONYI, ESQ.
12 Nevada Bar No. 10634
13 1745 Village Center Circle
14 Las Vegas, Nevada 89134
15 Attorneys for Defendant/
16 Counterclaimant.

THE DICKERSON LAW GROUP

ROBERT P. DICKERSON
KATHERINE L. PROVOST
RENA G. HUGHES
JOSEF M. KARACSONYI

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 2, 2012

VIA PERSONAL SERVICE

Custodian of Records, Bank of America
2451 S. Fort Apache Road
Las Vegas, NV 89117

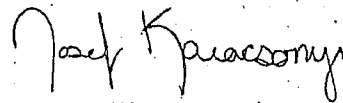
RE: Nelson v. Nelson (Case No. D-09-411537-D)

Dear Custodian of Records;

Attached is a "Subpoena Duces Tecum to Custodian of Records of Bank of America.". The subpoena requires you to appear no later than July 6, 2012 at 9:30 a.m., at our offices with any records you may have that are responsive to the subpoena. You have the option of producing the records *before July 5, 2012* if you sign the enclosed "Certification of Records" and have it notarized.

You may either mail with the signed Certification, ensuring receipt at my office *before July 5, 2012*, or produce the records in person with the signed Certification at my office *before July 5, 2012*, then your deposition will not go forward. If you have any questions, please do not hesitate to contact us.

Sincerely,



Josef M. Karacsonyi

Enclosures: Subpoena Duces Tecum
Certification of Records
Witness fee check for \$26.00

RAPP0708

Received 7-2-2012 @ 2:56 PM
Core Wilson, 6471
(702) 654-6513 "in person"

1 SUB
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 KATHERINE L. PROVOST, ESQ.
6 Nevada Bar No. 008414
7 JOSEF M. KARACSONYI, ESQ.
8 Nevada Bar No. 010634
9 1745 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 388-8600
12 Facsimile: (702) 388-0210
13 Email: info@dickersonlawgroup.com
14 Attorneys for LYNITA SUE NELSON

15 EIGHTH JUDICIAL DISTRICT COURT
16 FAMILY DIVISION

17 CLARK COUNTY, NEVADA

18 ERIC L. NELSON,

19 Plaintiff/Counterdefendant,

20 v.

21 LYNITA SUE NELSON,

22 Defendant/Counterclaimant.

CASE NO. D-09-411537-D
DEPT NO. "O"

23 ERIC L. NELSON NEVADA TRUST
24 dated May 30, 2001, and LSN NEVADA
25 TRUST dated May 30, 2001,

26 Necessary Parties (joined in this
27 action pursuant to Stipulation and
28 Order entered on August 9, 2011)

29 LANA MARTIN, as Distribution Trustee of
30 the ERIC L. NELSON NEVADA TRUST
31 dated May 30, 2001,

32 Necessary Party (joined in this action
33 pursuant to Stipulation and Order
34 entered on August 9, 2011)/ Purported
35 Counterclaimant and Crossclaimant,

36 v.

EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

AFFIDAVIT OF SERVICE

I, _____, being first duly sworn, depose and say: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made.

() I am a process server. My license or registration number is _____

_____. OR

() I am not required to be a licensed or registered process server because I do not engage in the business of serving legal process within the State of Nevada.

Service: I served _____

NAME OF PERSON/ENTITY BEING SERVED

with (List Documents): _____

OR

by leaving with _____
NAME OF PERSON ACTUALLY SERVED/RELATIONSHIP/TITLE

at the following:

() Residence: _____
ADDRESS - CITY, STATE ZIP CODE

() Business: _____
ADDRESS - CITY, STATE ZIP CODE

Date and Time of Service:

On _____ at _____ m.

Manner of Service:

() **Personal:** By personally delivering copies to the person being served, or Agent for Service.

() **Substituted at Residence:** By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household over the age of 14 and explaining the general nature of the papers.

1 () **Substituted at Business:** By leaving, during office hours, copies at the office of
the person/entity being served with person appearing in charge thereof.

2 () **Posting:** By posting copies in a conspicuous manner to the front door of the
3 property/entity being served, thereafter copies of the documents were mailed by
prepaid, first class mail on _____, from _____.

4 **Non-Service:** After due search, careful inquiry and diligent attempts at the address(es)
5 listed above, I have been unable to effect process upon the person/entity being served
because of the following reason(s):

6 () Unknown at address; () Moved, Left no Forwarding Address; () Service
7 cancelled by Litigant; () Unable to Serve in a Timely Fashion; () Address does
not exist; () Other _____

8 **Service Attempts:**

9 Service was attempted on (1) _____
DATE, TIME, REPORT

10 (2) _____ (3) _____
11 DATE, TIME, REPORT DATE, TIME, REPORT

12 (4) _____ (5) _____
13 DATE, TIME, REPORT DATE, TIME, REPORT

13 **Physical Description of Person Served:**

14 Age: _____ Sex _____ Race _____ Height _____ Weight _____

15 Hair _____ Beard _____ Glasses _____

16 If executed in this state, "I declare under penalty of perjury that the foregoing is true
17 and correct."

18
19 _____
Signature of person making service

20 Address: _____

21 _____

22 Telephone Number: _____

23 _____

24

25 SUBSCRIBED AND SWORN to before me
26 this _____ day of July, 2012.

27 _____
28 Notary Public in and for said County
and State.

CERTIFICATION OF RECORDS

STATE OF NEVADA }
COUNTY OF CLARK } SS:

_____, being first duly sworn, deposes and states:

1. I am over the age of 18 years old. I have personal knowledge of the facts contained herein and I am competent to testify thereto.

2. I am the Custodian of Records of _____. The documents attached hereto are true and correct copies of all the records in the files of _____, compiled during the normal course of business by a person with knowledge of the events or information recorded in the attached records as requested by the Subpoena served upon the Custodian of Records of _____.

Further your affiant sayeth naught.

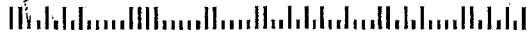
Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public in and for said
County and State.



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118
1.800.432.1000
www.bankofamerica.com

Page 1 of 2
Account Number: 0049 6485 2743
EO P OC Enclosures 18 45
Statement Period
07/01/05 through 07/31/05 0101153



01336 001 SCM999 I1 0

LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE
3611 SO LINDELL RD STE 201
LAS VEGAS NV 89103-1241

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Business Economy Checking

Account Summary Information

Statement Period	07/01/05 through 07/31/05	Statement Beginning Balance	10,166.42
Number of Deposits/Credits	7	Amount of Deposits/Credits	37,691.46
Number of Withdrawals/Debits	30	Amount of Withdrawals/Debits	35,422.49
Number of Deposited Items	17	Statement Ending Balance	12,435.39
Number of Enclosures	18	Average Ledger Balance	13,849.05
Number of Days in Cycle	31	Service Charge	0.00

Deposits and Credits

Date	Amount	Description	Bank Reference
07/01	8,302.62	Deposit	813002350443700
07/05	5,609.87	Deposit	813002350106755
07/07	6,173.34	Deposit	813002150900666
07/11	5,613.11	Deposit	813002150131725
07/15	3,614.13	Deposit	813002350837937
07/18	5,410.86	Deposit	813002350333053
07/22	2,967.53	Deposit	813002350254791

Withdrawals and Debits

Checks

Check Number	Amount	Date Posted	Bank Reference	Check Number	Amount	Date Posted	Bank Reference
1533	1,833.43	07/01	813002350348958	1541	651.42	07/13	813002350447268
1535 *	731.52	07/06	813002350190114	1542	1,000.00	07/19	813002250548878
1536	547.31	07/06	813002350190113	1543	10,000.00	07/07	813002150900715
1537	192.50	07/08	813002350470492	1544	418.26	07/14	813002350545916
1538	144.02	07/08	813002350470491	1546 *	86.40	07/12	813002250281093
1539	73.74	07/06	813002350190112	1547	113.00	07/15	813002350627242
1540	500.00	07/07	813002350338401	1548	438.16	07/13	813002350469439

RAPP0714

LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE

Page 2 of 2
Account Number: 0049 6485 2743
EO P 0C Enclosures 18 45
Statement Period
07/01/05 through 07/31/05

Business Economy Checking

Withdrawals and Debits - Continued

Checks

Check Number	Amount	Date	Bank Reference	Check Number	Amount	Date	Bank Reference
1549	5,000.00	07/11	813002150131731	1551	1,430.00	07/25	813002350438688
1550	1,000.00	07/18	813002350083875	1553 *	2,000.00	07/25	813002350498353

* Preceding check (or checks) is outstanding, is included in summary listing, or has been included in a previous statement.

Other Debits

Date	Amount	Description	Bank Reference
07/07	144.38	Aps - Arizona Public Service Bill Payment	943207070005396
07/07	204.68	Dj'S Air Conditioning Bill Payment	943207070005398
07/07	410.39	Aps - Arizona Public Service Bill Payment	943207070005395
07/07	940.34	Ford Credit Bill Payment	943207070005399
07/07	1,002.51	Bank One Bill Payment	943207070005397
07/07	3,759.00	Dj'S Air Conditioning Bill Payment	943207070005400
07/15	450.00	Professional Landscape Mgmt Bill Payment	943207150005383
07/21	16.06	United Shipping Solutions Bill Payment	943207210005405
07/21	149.48	City Of Phoenix Bill Payment	943207210005402
07/21	506.56	Paradise Waste Services Bill Payment	943207210005404
07/28	441.34	City Of Phoenix Bill Payment	943207280005406
28	1,237.99	City Of Phoenix Bill Payment	943207280005407

Daily Ledger Balances

Date	Balance	Date	Balance	Date	Balance
07/01	16,635.61	07/12	10,295.14	07/21	14,577.19
07/05	22,245.48	07/13	9,205.56	07/22	17,544.72
07/06	20,892.91	07/14	8,787.30	07/25	14,114.72
07/07	10,104.95	07/15	11,838.43	07/28	12,435.39
07/08	9,768.43	07/18	16,249.29		
07/11	10,381.54	07/19	15,249.29		



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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Page 1 of 3
Account Number: 0049 6485 2743
EO P OC Enclosures 16 45
Statement Period
08/01/05 through 08/31/05 0116158



01336 001 SCM999 I12 0

LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE
3611 SO LINDELL RD STE 201
LAS VEGAS NV 89103-1241

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With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Business Economy Checking

Account Summary Information

Statement Period	08/01/05 through 08/31/05	Statement Beginning Balance	12,435.39
Number of Deposits/Credits	5	Amount of Deposits/Credits	948,702.08
Number of Withdrawals/Debits	29	Amount of Withdrawals/Debits	954,259.52
Number of Deposited Items	7	Statement Ending Balance	6,877.95
Number of Enclosures	16	Average Ledger Balance	110,748.50
Number of Days in Cycle	31	Service Charge	3.00

Deposits and Credits

Date	Amount	Description	Bank Reference
08/02	500.00	Deposit	813002250737378
08/02	3,829.11	Deposit	813002250737384
08/02	5,908.91	Deposit	813002250737373
08/05	2,300.00	Deposit	813002150955291
08/05	936,164.06	Wire Type:Wire IN Date: 050805 Time:1257 Et Trn:2005080500111263 Seq:050805038337/001098 Orig:Fidelity Nat l Title Ins Snd Bk:Wells Fargo B Ank, N.A. ID:121000248 Pmt Det:000053254 Sale Proc Eeds	903708050111263

Withdrawals and Debits

Checks

Check Number	Amount	Date	Bank Reference	Check Number	Amount	Date	Bank Reference
1552	59.83	08/01	813002250774406	1558	2,000.00	08/02	813002250454506
1554 *	659.18	08/01	813002250783552	1559	7,500.00	08/02	813002250464951
1555	173.46	08/01	813002250774465	1560	209.12	08/15	813002150594599
1556	73.74	08/01	813002250783553	1561	651.42	08/11	813002250476177
1557	90.85	08/03	813002550224179	1562	677,717.48	08/08	813002150183375

RAPP0716

LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE

Page 2 of 3
Account Number: 0049 6485 2743
EO P 0C Enclosures 16 45
Statement Period
08/01/05 through 08/31/05

Business Economy Checking

Withdrawals and Debits - Continued

Checks

Check Number	Amount	Date	Bank Reference	Check Number	Amount	Date	Bank Reference
1563	150,000.00	08/08	813002150177016	1566	166.93	08/15	813002150551008
1564	50,000.00	08/12	813002250561562	1567	60,000.00	08/10	813002150133697
1565	634.34	08/15	813002150558082	1568	500.00	08/23	813002250370086

* Preceding check (or checks) is outstanding, is included in summary listing, or has been included in a previous statement.

Other Debits

Date	Amount	Description	Bank Reference
08/01	940.34	Ford Credit Bill Payment	943208010005403
08/04	157.75	Aps - Arizona Public Service Bill Payment	943208040005409
08/04	417.76	Aps - Arizona Public Service Bill Payment	943208040005408
08/05	445.28	Bank One Bill Payment	943208050005410
08/05	10.00	Wire Transfer Fee	903708050044848
08/12	20.75	Federal Express Bill Payment	943208120005412
08/31	79.88	Paradise Waste Services Bill Payment	943208310005418
08/31	104.20	Aps - Arizona Public Service Bill Payment	943208310005414
08/31	116.62	City Of Phoenix Bill Payment	943208310005416
08/31	284.46	Aps - Arizona Public Service Bill Payment	943208310005413
8/31	326.19	City Of Phoenix Bill Payment	943208310005415
31	916.94	City Of Phoenix Bill Payment	943208310005417
8/31	3.00	Check Enclosure Fee	

Daily Ledger Balances

Date	Balance	Date	Balance	Date	Balance
08/01	10,528.84	08/05	948,609.28	08/12	10,219.63
08/02	11,266.86	08/08	120,891.80	08/15	9,209.24
08/03	11,176.01	08/10	60,891.80	08/23	8,709.24
08/04	10,600.50	08/11	60,240.38	08/31	6,877.95

RAPP0717



LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE

Page 3 of 3
Account Number: 0049 6485 2743
EO P OC Enclosures 16 45
Statement Period
08/01/05 through 08/31/05 0116160

Business Economy Checking

Message Center

The Bank of America Business Debit Card provides more than an easy way to pay for everyday expenses, it can help you keep track of them too. All debit card purchases are directly deducted from your business checking account and neatly itemized on your monthly statements. You'll see details for all of your transactions, so monitoring expenses is easy.

You could win with Bank of America. \$1,000,000 in prizes. From 7/11/05 through 9/30/05, use your Bank of America Visa Debit Card for non-PIN purchases or use Online Banking to pay your bills or receive your account statement online. For complete rules, visit www.bankofamerica.com/sweeps. No purchase necessary. Void where prohibited.

Effective 9/01/05, if you use a Bank of America Check Card (except Business Employee cards) to buy goods/services, and you haven't established an individualized limit, the daily purchase limit is the available balance in your account. All other terms of your Card Agreement remain in effect including your ability to establish individualized limits.

RAPP0718



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

1.800.432.1000
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Page 1 of 2
Account Number: 0049 6485 2743
EO P 0C Enclosures 2 45
Statement Period
09/01/05 through 09/30/05 0110189



03336 001 SCM999 II 0

LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE
3611 SO LINDELL RD STE 201
LAS VEGAS NV 89103-1241

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Business Economy Checking

Account Summary Information

Statement Period	09/01/05 through 09/30/05	Statement Beginning Balance	6,877.95
Number of Deposits/Credits	2	Amount of Deposits/Credits	14,599.18
Number of Withdrawals/Debits	7	Amount of Withdrawals/Debits	12,023.15
Number of Deposited Items	2	Statement Ending Balance	9,453.98
Number of Enclosures	2	Average Ledger Balance	12,299.87
Number of Days in Cycle	30	Service Charge	3.00

Deposits and Credits

Date Posted	Amount	Description	Bank Reference
09/09	14,574.83	Deposit	813002150122644
09/28	24.35	Deposit	813002150050945

Withdrawals and Debits

Checks

Check Number	Amount	Date Posted	Bank Reference	Check Number	Amount	Date Posted	Bank Reference
1569	161.99	09/13	813002350393662	1570	10,000.00	09/19	813002150405556

RAPP0719

LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE

Page 2 of 2
Account Number: 0049 6485 2743
EO P OC Enclosures 2 45
Statement Period
09/01/05 through 09/30/05

Business Economy Checking

Withdrawals and Debits - Continued

Other Debits

Date	Amount	Description	Bank Reference
09/07	11.29	United Shipping Solutions Bill Payment	943209070005420
09/07	17.38	Federal Express Bill Payment	943209070005421
09/07	1,379.49	Bank Of America Credit Card Bill Payment	943209070005419
09/28	450.00	Professional Landscape Mgmt Bill Payment	943209280005422
09/30	3.00	Check Enclosure Fee	

Daily Ledger Balances

Date	Balance	Date	Balance	Date	Balance
09/01	6,877.95	09/13	19,882.63	09/30	9,453.98
09/07	5,469.79	09/19	9,882.63		
09/09	20,044.62	09/28	9,456.98		

Message Center

Effective November 1, 2005, users of Bank of America Business Deposit Cards will no longer be able to obtain balance information at the ATM for linked checking, savings or money market accounts.

Did you know that you can open a Certificate of Deposit (CD) for as little as \$1,000? CDs are a safe, secure way to invest your money. Whether you're saving for that special purchase, a dream vacation, or want to complement your retirement, we have the solution for you. To find out more, visit your local banking center or call the number on this statement.

RAPP0720



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

1.888.BUSINESS (1.888.287.4637)
www.bankofamerica.com

Page 1 of 2
Account Number: 0049 6485 2743
EO P OC Enclosures 3 45
Statement Period
10/01/05 through 10/31/05 0120874



01336 001 SCM999 II 0

LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE
3611 SO LINDELL RD STE 201
LAS VEGAS NV 89103-1241

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Business Economy Checking

Account Summary Information

Statement Period	10/01/05 through 10/31/05	Statement Beginning Balance	9,453.98
Number of Deposits/Credits	0	Amount of Deposits/Credits	0.00
Number of Withdrawals/Debits	4	Amount of Withdrawals/Debits	9,453.98
Number of Deposited Items	0	Statement Ending Balance	0.00
Number of Enclosures	3	Average Ledger Balance	3,301.60
Number of Days in Cycle	31	Service Charge	0.00

Withdrawals and Debits

Checks

Check Number	Amount	Date	Bank Reference	Check Number	Amount	Date	Bank Reference
1573	2,500.00	10/06	813002150834025	1575	1,664.98	10/20	813002350062958
1574	5,286.00	10/12	813002150357616				

Other Debits

Date	Amount	Description	Bank Reference
10/24	3.00	Official Check Issued Fdes Nfl 0026219 Nbkax20	945010242192854

Daily Ledger Balances

Date	Balance	Date	Balance	Date	Balance
10/01	9,453.98	10/12	1,667.98	10/24	0.00
10/06	6,953.98	10/20	3.00		

RAPP0721

LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE

Page 2 of 2
Account Number: 0049 6485 2743
EO P OC Enclosures 3 45
Statement Period
10/01/05 through 10/31/05

Business Economy Checking

Message Center

If a merchant or financial institution requests pre-authorization for a debit card transaction, we may place a hold for the pre-authorized amount. The hold will reduce the balance available for debit card authorizations. The hold will not affect other withdrawals such as checks, electronic transfers or previously authorized debit card transactions.

The hold will not prevent the pre-authorized transaction from overdrawing your account if funds are not available when the actual transaction is posted. We will remove a hold from your account when the actual transaction amount is debited or up to three business days after the pre-authorization request, whichever occurs sooner.

If a merchant or financial institution requests pre-authorization for a debit card transaction, we may place a hold for the pre-authorized amount. The hold will reduce the balance available for debit card authorizations. The hold will not affect other withdrawals such as checks, electronic transfers or previously authorized debit card transactions.

The hold will not prevent the pre-authorized transaction from overdrawing your account if funds are not available when the actual transaction is posted. We will remove a hold from your account when the actual transaction amount is debited or up to three business days after the pre-authorization request, whichever occurs sooner.

RAPP0722



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

1.888.BUSINESS (1.888.287.4637)
www.bankofamerica.com

Page 1 of 1
Account Number: 0049 6485 2743
EO P OC Enclosures 0 45
Statement Period
11/01/05 through 11/30/05 0067169



01336 001 SCH999 I1 0

LSN NEVADA TRUST
DBA TIERRA DE SOL
LYNITA S. NELSON, TRUSTEE
3611 SO LINDELL RD STE 201
LAS VEGAS NV 89103-1241

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Business Economy Checking

Account Summary Information

Statement Period	11/01/05 through 11/30/05	Statement Beginning Balance	0.00
Number of Deposits/Credits	0	Amount of Deposits/Credits	0.00
Number of Withdrawals/Debits	0	Amount of Withdrawals/Debits	0.00
Number of Deposited Items	0	Statement Ending Balance	0.00
Number of Enclosures	0	Average Ledger Balance	0.00
Number of Days in Cycle	30	Service Charge	0.00

Message Center

Introducing, the Small Business Discount Program. As a small business checking customer, you can save on products you buy for your business and for yourself. Use our easy on-line service to save 5%-75% with over 2,500 retailers--we've done the negotiating for you. Visit BankofAmerica.com, click on Small Business and follow the links to start saving today!

RAPP0723

Amount: \$14,574.83
 Account: 4964852743
 Bank Number: 54088010

Sequence Number: 2150122644
 Capture Date: 09/09/2005
 Check Number: 0

STICKET
 FIRMLY WITH BALL POINT PEN.

Bank of America
 ACIFRT 122400724

DATE 9/9/05

DOLLARS		CENTS
CURRENCY		
COIN		
LIST CHECK		
CHECK		
1		
2	37442	
3		83
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		

SELF SERVICE

14574.83

94-72-1224

TOTAL ITEMS ☐

PLEASE BE SURE ALL ITEMS
 ARE PROPERLY ENDORSED.
 DEPOSITS MAY NOT BE AVAILABLE
 FOR IMMEDIATE WITHDRAWAL.

PLEASE
 ENTER
 TOTAL

14574.83

TIERRA DEL SOL
 3611 S LINDELL RD., SUITE 201
 LAS VEGAS, NV 89103

540880104 004964852743

50001457483

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

14,574.83

SEP-09-05
 16:15
 09/09/2005
 CC 0007913 117 00007
 Entry NIV
 Account
 N/1# 040680133
 125027

BANK OF AMERICA INC
 123407344 1234-01 151
 09/09/05

2150122644

71196 2702

CASH COUNT - FOR OFFICE USE ONLY

SPLIT DEPOSIT	
CHECKS	
LESS DEPOSIT	
CASH RETURNED	
Large	
X 100	
X 50	
X 20	
X 10	
X 5	
X 2	
X 1	
COIN	
TOTAL	

RAPP0724

Amount: \$14,574.83
Account: 13148223
Bank Number: 12210002

Sequence Number: 2150122645
Capture Date: 09/09/2005
Check Number: 374422



Fidelity National Title
ACCOUNT SERVICING
P.O. BOX 32695
PHOENIX, ARIZONA 85064
(602) 224-8585



Bank One, Arizona, NA
201 N. Central Ave.
Phoenix, AZ 85004

374422

91-2
1221

DATE

REF. NO.

AMOUNT

09/02/05 390-04039-0 ***\$14,574.83

VOID AFTER 180 DAYS

374422

TRUSTEE OF LSN NEVADA TRUST U/A/D MAY 30, 2001

***\$14,574.83

POSITIVE PAY

PAY

TO THE
ORDER
OF

Fourteen Thousand Five Hundred Seventy-Four and 83/100 Dollars ****

LYNITA SUE NELSON
TRUSTEE OF THE LSN NEVADA TRUST
3611 S LINDELL ROAD #201
LAS VEGAS, NV 89103

374422 1221000245

13148223

0001457483

SECURITY FEATURES ON THIS DOCUMENT INCLUDE:
• TRUE WATERMARK (VIEW WITHIN PART)
• PINK FIBERS (YELLOW/TURQUOISE SCENT IMPRINT B. ACHILLO)
• VISIBLE FIBERS (GREEN AND RED)
• INCHHO PR-ATING ON BOTH CHECK BORDER AND ENDORSEMENT
SIGNATURE LINE
• FULL CHEMICAL REACTIVITY (BLEACH, SOLVENT, ACID, BASE)

BANK OF AMERICA NA LNC
122407344 0004-00 P10
09/09/05

PAY TO THE ORDER OF
BANK OF AMERICA
FOR DEPOSIT ONLY
TERESA DEL SOL
00483452743

0002 96114

122407344 0004-00 P10
09/09/05

RAPP0725

Amount: \$10,000.00
Account: 4964852743
Bank Number: 12240072

Sequence Number: 2150900715
Capture Date: 07/07/2005
Check Number: 1543

We apologize; the item you have requested cannot be viewed



We apologize; the item you have requested cannot be viewed



Amount: \$677,717.48
Account: 4964852743
Bank Number: 12240072

Sequence Number: 2150183375
Capture Date: 08/08/2005
Check Number: 1562

1562

TIERRA DEL SOL
3611 S LINDELL RD STE 201
LAS VEGAS, NV 89103
(702) 362-3030

BANK OF AMERICA
00056 NV
94-72-1224

PAY:

Six Hundred Seventy-Seven Thousand Seven Hundred Seventeen and 48/100 ^{DATE}Dollars

AMOUNT

Aug 5, 2005

677,717.48

TO THE
ORDER
OF

✓ WELLS FARGO

Memo: 65010144711998

1221011945554433412486483529333 65010144711998
0144711999 7138297349 02

[Signature]

⑈001562⑈ ⑆122400724⑆ 004964852743⑈

⑈0067771748⑈

BANK OF AMERICA NA, INC.
12240072 08/05/05

2150183375

WFB NA TEMPE, AZ 08052005
TR#2441PKT #029
>1221-0527-8<
7138297349

RAPP0727

Amount: \$150,000.00
Account: 4964852743
Bank Number: 12240072

Sequence Number: 2150177016
Capture Date: 08/08/2005
Check Number: 1563

Acct # 400216379

1563

TIERRA DEL SOL
3611 S LINDELL RD STE 201
LAS VEGAS, NV 89103
(702) 362-3030

BANK OF AMERICA
00056 NV
94-72-1224

PAY:

One Hundred Fifty Thousand and 00/100 Dollars

DATE

AMOUNT

Aug 5, 2005

150000.00

TO THE
ORDER
OF

✓ IRWIN UNION BANK

Memo: LOC PAYOFF

⑈001563⑈ ⑆122400724⑆ 004964852743⑈ ⑈0015000000⑈

⑈001563⑈ ⑆122400724⑆ 004964852743⑈ ⑈0015000000⑈

WELLS FARGO
1221-0527-8
0732424570

552 93069855 08/05/2005 8257 819 10
WELLS FARGO TEMPE, AZ (749) 234

BANK OF AMERICA NA LLC
122400724 08/08/05

2150177016

RAPP0728

Amount: \$60,000.00
Account: 4964852743
Bank Number: 12240072

Sequence Number: 2150133697
Capture Date: 08/10/2005
Check Number: 1567

1567

TIERRA DEL SOL
3611 S LINDELL RD STE 201
LAS VEGAS, NV 89103
(702) 362-3030

BANK OF AMERICA
00056 NV
94-72-1224

PAY:

Sixty Thousand and 00/100 Dollars.

DATE

Aug 10, 2005

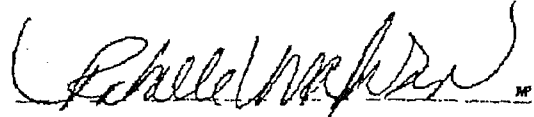
AMOUNT

60000.00

TO THE
ORDER
OF

Lindell Professional Plaza

Memo: TSF



⑈001567⑈ ⑆122400724⑆ 004964852743⑈

⑈0006000000⑈

Details on back.
Security Features Included

PAY TO THE ORDER OF
BANK OF AMERICA
FOR DEPOSIT ONLY
LINDELL PROFESSIONAL PLAZA
004964852730

AUG 10 05

BANK OF AMERICA
1224007244 08/10/05
2150133697

pu12 47050

RAPP0730

Sequence Number: 2150405556
Capture Date: 09/19/2005
Check Number: 1570

Security Features Included

[illegible]

RAPP0731

QUITCLAIM DEED

R 42067

Heartland Federal Savings and Loan Association, a Federally Chartered Savings and Loan Association of Tulsa, Oklahoma, Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, conveys and quitclaims to Wyoming Horse Racing, Inc., a Wyoming Corporation, Grantee, the address of which is 2431 East 61st Street, Suite 310, Tulsa, Oklahoma 74136

all right, title and interest in and to the following real estate situate in Uinta County, Wyoming, to-wit:

Parcel No. 1

A tract of land located in the East 1/2 of Section 2, Township 16 North, Range 121 West of the 6th Principal Meridian, Uinta County, Wyoming, said tract being more particularly described as follows:

Beginning at the Northeast Corner of said Section 2, thence S 0°16'09" E, 4153.68 feet along the East line of said Section to the E 1/4 Corner of said Section; thence S 0°34'19" E, 2655.75 feet along said East line to the Southeast Corner of said Section; thence S 89°34'09" W, 2592.92 feet along the South line of said Section to the South 1/4 Corner of said Section; thence N 1°04'57" W, 6289.10 feet along the West line of said East 1/2 of said Section 2; thence N 89°26'29" E, 218.99 feet; thence N 29°19'31" E, 608.55 feet to a point lying on the North line of said Section; thence N 89°48'19" E, 1088.47 feet along said North line; thence N 89°45'51" E, 1060.15 feet along said North line to the point of beginning.

Parcel No. 2

A tract of land located in the NW/4NE/4 and NE/4NW/4 of Section 11, T16N, R121W, of the 6th P.M., Uinta County, Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said NW/4NE/4 and running thence N 89°34'09" E, 30.00 feet; thence S 0°25'51" E, 30.00 feet; thence S 89°31'47" W, 102.54 feet to the East right-of-way line of Wyoming Highway 89; thence N 4°56'40" W, 30.00 feet along said right-of-way to the North line of said Section 11; thence N 89°26'38" E, 74.90 feet to the point of beginning.

Together with all improvements, appurtenances, hereditaments and all other things thereunto belonging or in any ways appertaining, subject, however, to all easements, rights of way, reservations and restrictions now of record or otherwise affecting said lands; including but not limited to the Chapman Canal as described in that certain Deed dated August 13, 1889,

117

Entry No. <u>42067</u>	Book <u>564</u>
Recorded <u>9-19-84</u>	Page <u>117</u>
For JOYCE HOLMES, UTAH COUNTY CLERK	
\$ <u>6.00</u> By <u>[Signature]</u>	
Indexed ☒	Abstract ☒ Recorded ☒

RAPP0732

and recorded in Book D of Deeds, Page 556 in the Office
of the County Clerk and Ex-Officio Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused its Corporate
Seal to be hereunto affixed, and these presents to be signed by
its duly authorized officer, this 18th day of September, 1989.

HEARTLAND FEDERAL SAVINGS AND LOAN
ASSOCIATION, a Federally Chartered
Savings and Loan Association,

By

Wayne J. Watts
Title: VICE PRESIDENT

John J. [Signature]
Title: ASST SECRETARY

The State of Oklahoma)
: ss.
County of TULSA)

The foregoing instrument was acknowledged before me by
Douglas J. Watts, VICE PRESIDENT of Heartland
Federal Savings and Loan Association this 18 day of September
1989.

Witness my hand and official seal.

Thomas J. [Signature]
Notary Public

My Commission Expires: March 18, 1990

WARRANTY DEED

R 85943

WYOMING HORSE RACING, INC., a Wyoming corporation

grantor, of Uinta County, and State
 of Wyoming, for and in consideration of TEN
(\$10.00) DOLLARS

In hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO

DYNASTY, INC., a Nevada corporation

grantee, whose address is 3700 Las Vegas Boulevard South, Las Vegas, Nevada 89101

the following described real estate, situate in Uinta County and State
 of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION.

Deed No B85943 Book 696
 Recorded 5-28-98 at 11:58 a.m. Page 394
 Fee LYNNE D. FOX, UINTA COUNTY CLERK
8.00 By Flora Denny
 Indexed ☒ Abstract ☒ Recorded ☒

WITNESS my hand this 27TH day of May, 1998.

WHEN RECORDED, RETURN TO:

DYNASTY, INC.,
 c/o 3700 Las Vegas Blvd. South
 Las Vegas, Nevada 89101

WYOMING HORSE RACING, INC., a Wyoming corporation

BY: Eric Nelson
 Eric Nelson, President

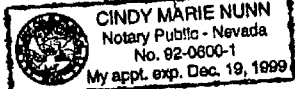
State of NEVADA
 County of CLARK } ss.

The foregoing instrument was acknowledged before me by

ERIC NELSON

this 27TH day of May, 1998.

Witness my hand and official seal.



Cindy Marie Nunn
 Signature
 Cindy Marie Nunn, Notary Public
 Title of Officer

My Commission Expires: 12/19/99

394

RAPP0734

Escrow No. 98040829-CN

E X H I B I T "A"

PARCEL 1:

A tract of land located in the East Half (E1/2) of Section 2, Township 16 North, Range 121 West, of the 6th P.M., Uinta County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 2, thence South 89°34'09" West, 2592.92 feet along the South line thereof to the Southwest corner of said East Half (E1/2); thence North 01°04'57" West, 2400.00 feet along the West line thereof; thence North 89°34'09" East, 350.02 feet; thence North 01°04'57" West, 900.20 feet; thence North 89°34'09" East, 1756.98 feet to the point of curvature of a curve concave to the South having a radius of 577.93 feet; thence Easterly 188.44 feet along the arc of said curve through a central angle of 18°40'56", the long chord of which bears South 81°05'23" East, 187.61 feet; thence South 71°44'55" East, 136.22 feet to the point of curvature of a curve concave to the North having a radius of 646.41 feet; thence Easterly 207.98 feet along the arc of said curve through a central angle of 18°26'03", the long chord of which bears South 80°57'56" East, 207.08 feet, to the East line of said Section; thence South 00°16'09" East, 516.11 feet along said line to the East quarter corner of said Section; thence, continuing along the East line, South 00°34'19" East, 2655.75 feet to the POINT OF BEGINNING.

PARCEL 2:

A tract of land located in the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 11, Township 16 North, Range 121 West, 6th P.M., Uinta County, Wyoming, being more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and running thence North 89°34'09" East, 30.00 feet; thence South 0°25'51" East, 30.00 feet; thence South 89°31'47" West, 102.54 feet to the East right-of-way line of Wyoming Highway 89; thence North 4°56'40" West, 30.00 feet along said right-of-way to the North line of said Section 11; thence North 89°26'38" East, 74.90 feet to the POINT OF BEGINNING.

QUITCLAIM DEED

R 97134

THIS INDENTURE WITNESSETH: That: PHOENIX LEISURE, INC., a Nevada corporation, successor in interest to DYNASTY, INC., a Nevada corporation, in consideration of \$ 1.00 the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to PHOENIX WYOMING, INC., a Nevada corporation all that real property ~~located in the County of~~ ~~County of~~ ~~State of~~, bounded and described in Exhibit "A" attached hereto and incorporated herein, situate in Uinta County and State of Wyoming.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my hand this 12th day of May, 2000.

PHOENIX LEISURE, INC., a Nevada corporation

By: [Signature]
ERIC NELSON, President

Entry No. <u>897134</u>	Book <u>733</u>
Recorded <u>5-26-00</u> at <u>11:45a</u>	Page <u>658</u>
Fee LYNNE D. FOX, UINTA COUNTY CLERK	
\$ <u>8.00</u>	By <u>[Signature]</u>
Indexed ☒	Abstract ☒ Recorded ☒

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 12th day of May, 2000 personally appeared before me, a Notary Public in and for said County and State ERIC NELSON known to me to be the persons described in and who executed the foregoing instrument who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

[Signature]
NOTARY PUBLIC in and for said County and State.



JOAN BLEDSOE RAMOS
Notary Public - Nevada
My appt. exp. Dec. 9, 2000
No. 96-5829-1

WHEN RECORDED MAIL TO:

STEPHENS, GOURLEY & BYWATER
3636 N. Rancho Rd.
Las Vegas, NV 89130

658

RAPP0736

E X H I B I T "A"

PARCEL 1:

A tract of land located in the East Half (E1/2) of Section 2, Township 16 North, Range 121 West, of the 6th P.M., Uinta County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 2, thence South 89°34'09" West, 2592.92 feet along the South line thereof to the Southwest corner of said East Half (E1/2); thence North 01°04'57" West, 2400.00 feet along the West line thereof; thence North 89°34'09" East, 350.02 feet; thence North 01°04'57" West, 900.20 feet; thence North 89°34'09" East, 1756.98 feet to the point of curvature of a curve concave to the South having a radius of 577.93 feet; thence Easterly 188.44 feet along the arc of said curve through a central angle of 18°40'56", the long chord of which bears South 81°05'23" East; 187.61 feet; thence South 71°44'55" East, 136.22 feet to the point of curvature of a curve concave to the North having a radius of 646.41 feet; thence Easterly 207.98 feet along the arc of said curve through a central angle of 18°26'03", the long chord of which bears South 80°57'56" East, 207.78 feet, to the East line of said Section; thence South 00°16'09" East, 536.11 feet along said line to the East quarter corner of said Section; thence, continuing along the East line, South 00°34'19" East, 2655.75 feet to the POINT OF BEGINNING.

PARCEL 2:

A tract of land located in the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 11, Township 16 North, Range 121 West, 6th P.M., Uinta County, Wyoming, being more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and running thence North 89°34'09" East, 30.00 feet; thence South 0°25'51" East, 30.00 feet; thence South 89°31'47" West, 102.54 feet to the East right-of-way line of Wyoming Highway 89; thence North 4°56'40" West, 30.00 feet along said right-of-way to the North line of said Section 11; thence North 89°26'38" East, 74.90 feet to the POINT OF BEGINNING.

R116639

Recording requested by and mail documents and
tax statements to:

Name: Nelson

Address: 3611 S Lindell Rd #201

City/State/Zip: Las Vegas NV 89103

DED175

Nevada Legal Forms & Books, Inc. (702) 870-8977
www.legalformsrus.com

Entry No. <u>116639</u> Book <u>810</u>
Recorded <u>11-6-03</u> at <u>3:25</u> in Page <u>746</u>
Fee <u>LYNNE D. FOX</u> UTA COUNTY CLERK
\$ <u>14.00</u> by <u>SL</u>
Indexed <u>✓</u> Recorded <u>✓</u>

DEED IN LIEU OF FORECLOSURE

Grant, Bargain, Sale Deed

THIS INDENTURE WITNESS that Phoenix Leisure, Inc. (*See Below)
hereinafter called "GRANTOR(S)", in consideration of \$ 10.00
the receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey
to: Wyoming Horseracing, Inc., a Wyoming Corporation
hereinafter called "GRANTEE(S)", all that real property situated in the City of Evanston
County of Uinta, State of Wyoming
bounded and described as follows: (set forth legal description and commonly known address)
Exhibit "A" attached hereto.

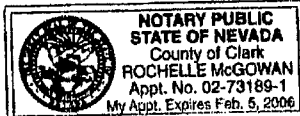
(*) Note: Phoenix Leisure, Inc., a Nevada Corporation, is successor to Dynasty, Inc., a Nevada Corporation. This Deed in Lieu of Foreclosure will encompass the following entities which may be construed as grantor(s): Phoenix Leisure Corporation, a British Columbia corporation, Phoenix Leisure, Inc. a Nevada corporation successor to Dynasty, Inc., a Nevada corporation, Phoenix Wyoming, Inc., a Nevada Corporation and/or any of Phoenix Leisure Corporations' affiliates and/or subsidiaries.

SUBJECT TO: (1) Taxes for the fiscal year; (2) Rights of Way, reservations, restrictions, easements and conditions of record; (3) this Deed is an absolute conveyance, the Grantor(s) having sold said lien to the Grantee(s) for a fair and adequate consideration. Such consideration, in addition to the above recited, being full satisfaction of all obligations secured by the ~~Deed~~ ^(Mortgage Deed) executed by the Trustor of record, to the Trustee of record recorded as Instrument Number: 85944, in Book: 696, of Plats, Page Number, 396, dated: May 28, 1998, of Official Records of Uinta County, State of Wyoming; (4) Grantor(s) declare/s that this conveyance is freely and fairly made, that there is/are no agreements, oral or written, or other than this Deed between the Grantor(s) and the Grantee(s) with respect to this property; (5) together with all and singular the tenements, hereditament and appurtenances thereunto belonging or in anyway appertaining.

IN WITNESS WHEREOF, I/We have hereunto set my hand/our hands this 23 day of Oct, 2003.

Signature [Signature] Signature _____
Eugene McCarlie, President
Print or type name here Print or type name here

STATE OF <u>Nevada</u> COUNTY OF <u>Clark</u>
On this <u>23</u> day of <u>October</u> , 20 <u>03</u> , personally appeared before me, a Notary Public <u>Eugene McCarlie</u>
personally known to me to be the person(s) whose name(s) is subscribed to the above instrument who acknowledged that <u>he</u> executed this instrument. Witness my hand and official seal.
<u>[Signature]</u> Notary Public My commission expires: <u>Feb. 5, 2006</u> Consult an attorney if you doubt this forms fitness for your purpose.



Dep US US US:51p

Dennis M. Boal

1-307-444-5478

p.3

Sent by: LAWYERS TITLE

702 873 4743;

05/26/98 3:28PM;JalFax_#234;Page 2/3

Escrow No. 98040829-CN

E X H I B I T "A"

PARCEL 1:

A tract of land located in the East Half (E1/2) of Section 2, Township 16 North, Range 121 West, of the 6th P.M., Uinta County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 2, thence South 89°34'09" West, 2692.92 feet along the South line thereof to the Southwest corner of said East Half (E1/2); thence North 01°04'57" West, 2400.00 feet along the West line thereof; thence North 89°34'09" East, 350.02 feet; thence North 01°04'57" West, 900.20 feet; thence North 89°34'09" East, 1756.98 feet to the point of curvature of a curve concave to the South having a radius of 577.93 feet; thence Easterly 188.44 feet along the arc of said curve through a central angle of 18°40'56", the long chord of which bears South 82°05'23" East; 187.61 feet; thence South 71°44'55" East, 136.22 feet to the point of curvature of a curve concave to the North having a radius of 646.41 feet; thence Easterly 207.98 feet along the arc of said curve through a central angle of 18°26'03", the long chord of which bears South 80°57'56" East, 207.08 feet, to the East line of said Section; thence South 00°16'09" East, 536.11 feet along said line to the East quarter corner of said Section; thence, continuing along the East line, South 00°34'19" East, 2655.76 feet to the POINT OF BEGINNING.

PARCEL 2:

A tract of land located in the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 11, Township 16 North, Range 121 West, 6th P.M., Uinta County, Wyoming, being more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and running thence North 89°34'09" East, 30.00 feet; thence South 0°25'51" East, 30.00 feet; thence South 89°31'47" West, 102.64 feet to the East right-of-way line of Wyoming Highway 89; thence North 4°56'40" West, 30.00 feet along said right-of-way to the North line of said Section 11; thence North 89°26'38" East, 74.90 feet to the POINT OF BEGINNING.

R122794

When recorded and mail
Tax statements to:
Eric L. Nelson Nevada Trust
Eric L. Nelson, Trustee
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103

Entry No.	122794	Book	882
Recorded	11/5/01	at	11:29 m Page 886
Fee	LYNNE D. FOX	UINTA COUNTY CLERK	
\$	8.00	By	[Signature]
Indexed		Abstract	
Recorded			

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH: That Eric L. Nelson, President, Wyoming Horseracing, Inc. FOR A VALUABLE CONSIDERATION, the receipt of which hereby acknowledged, do hereby Quit Claim to Eric L. Nelson Nevada Trust u/a/d 5/30/01, that real property situated in the County of Uinta, State of Wyoming, bounded and described as follows:

Parcel # 16210210017000 Tax# 20670

Township 16 Range 121 Section 2 PT NE 1/4

SUBJECT TO:

1. Taxes for the fiscal year 2003-2004
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

WITNESS my hand the ^{15th} day of Oct, 2004.

BY: [Signature]
Eric L. Nelson, President
Wyoming Horseracing, Inc.

STATE OF NEVADA }

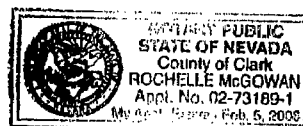
} ss:

COUNTY OF Clark }

On this ^{5th} day of Oct, 2004 Eric L. Nelson, personally appeared before me, a Notary Public in and for said County and State, Eric L. Nelson acknowledged that he executed the above instrument on behalf of Wyoming Horseracing, Inc.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC in and for County and State.



R122989

When recorded and mail
Tax statements to:
LSN Nevada Trust
Lynita S. Nelson, Trustee
3611 S. Lindell Rd. Ste. 201
Las Vegas, Nevada 89103

Entry No. <u>122989</u>	Book <u>833</u>
Recorded <u>11-30-04</u> at <u>1:20P</u> on Page <u>180</u>	
Fee <u>LYNNE D. FOX</u> , COUNTY CLERK	
\$ <u>8.00</u>	By <u>[Signature]</u>
Indexed ☒	Abstract ☒ Recorded ☒

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH: That **Eric L. Nelson Nevada Trust u/a/d 5-30-01**, FOR A VALUABLE CONSIDERATION, the receipt of which hereby acknowledged, do hereby Quit Claim to **LSN Nevada Trust u/a/d 5/30/01**, that real property situated in the County of Uinta, State of Wyoming, bounded and described as follows:

Parcel # 16210210017000 Tax# 20670

Township 16 Range 121 Section 2 PT NE 1/4

- SUBJECT TO:
1. Taxes for the fiscal year 2003-2004
 2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

WITNESS my hand the 15 day of November, 2004.

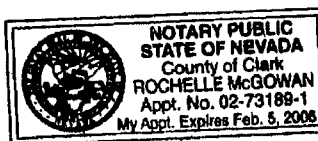
BY: [Signature]
Eric L. Nelson, Trustee
Eric L. Nelson Nevada Trust u/a/d 5-30-01

STATE OF NEVADA }
 } ss:
COUNTY OF Clark }

On this 15 day of November, 2004 Eric L. Nelson, personally appeared before me, a Notary Public in and for said County and State, Eric L. Nelson acknowledged that he executed the above instrument on behalf of Eric L. Nelson Nevada Trust.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC in and for County and State.



CORRECTION WARRANTY DEED

Wyoming Horse Racing Inc., a Wyoming Corporation, AND Eric L. Nelson, as trustee of the Eric L. Nelson Nevada Trust, under agreement dated May 30, 2001, grantor(s) of Clark County, State of Nevada, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

Eric L. Nelson, as trustee of the Eric L. Nelson Nevada Trust, under agreement dated May 30, 2001, grantee(s),

whose property address is 10180 Highway 89 North, Evanston, WY 82930, of Uinta County and State of Wyoming, and whose mailing address is 3611 South Lindell Road, Suite 201, Las Vegas, NV 89103, the following described real estate, situate in Uinta County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

R132511

See attached Exhibit "A".

Together with all improvements thereon and all rights, appurtenances and hereditaments thereunto belonging or in anywise appertaining.

SUBJECT, HOWEVER, to all easements, rights-of-ways, reservations, restrictions and existing or future oil and gas and/or other mineral leases, now of record or otherwise affecting said lands.

This deed is being recorded to add the name of the trustee and the legal description of those lands conveyed in QuitClaim Deed recorded November 15, 2004 in Book 832, Page 886.

Witness my/our hand(s) this 22 day of August, 2006.

Wyoming Horse Racing, Inc., a Wyoming corporation

By: [Signature]
Eric L. Nelson, President

Book	870
Page	803
RECORDED	
FEB 12 2007	
CLERK	

Eric L. Nelson Nevada Trust, under agreement dated May 30, 2001

By: [Signature]
Eric L. Nelson, Trustee

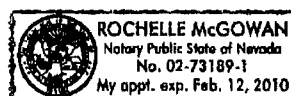
State of NEVADA)
) ss.
County of Clark)

The foregoing instrument was acknowledged before me this 22 day of August, 2006, by Eric L. Nelson.

Witness my hand and official seal.

My commission expires: Feb 12, 2010

[Signature]
Notary Public



UINTA ENGINEERING & SURVEYING, INC.

808 MAIN ST. - P.O. BOX 746
EVANSTON, WYOMING 82931-0746
(307) 789-3602
FAX (307) 789-8456

PRINCIPALS:

Cloey C. Wall, P.L.S.
Kenneth J. Walker, P.E.

**PROPERTY LYING NORTH OF
WYOMING HORSERACING TRACT**

A tract of land in the E ½ of Section 2, T16N, R121W, 6TH P.M., Uinta County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 2, thence S 0°16'09" E, 3617.57 feet along the East line of said Section to the Northeast corner of that tract of land described in the deed recorded in Book 810 Page 746 of the Uinta County Records, said corner being the point of beginning of a non-tangent curve concave to the North, from which the radius point bears N 0°11'02" W, 646.41 feet;

thence, the following 6 courses along said tract, Westerly 207.98 along the arc of said curve, through a central angle of 18°26'03", the long chord of which bears N 80°57'56" W, 207.08 feet;
thence N 71°44'55" W, 136.22 feet to the Point of Curvature of a curve concave to the South and having a radius of 577.93 feet;

thence Westerly 188.40 feet along the arc of said curve, through a central angle of 18°40'56", the long chord of which bears N 81°05'23" W, 187.61 feet;

thence S 89°34'09" W, 1756.98 feet;

thence S 1°04'57" E, 900.20 feet;

thence S 89°34'09" W, 350.02 feet to a point on the West line of said East ½;

thence N 1°04'57" W, 3889.10 feet along the West line of said East ½ of said Section 2;

thence N 89°26'29" E, 218.99 feet;

thence N 29°19'31" E, 608.55 feet to a point lying on the North line of said Section;

thence N 89°48'19" E, 1088.47 feet along said North line;

thence N 89°45'51" E, 1060.15 feet along said North line to the **POINT OF BEGINNING**.

Said tract containing 217.196 acres, more or less.



804

RAPP0744

CORRECTION WARRANTY DEED

R132512

(2)

Eric L. Nelson, as trustee of the Eric L. Nelson Nevada Trust, under agreement dated May 30, 2001; and
Lynita S. Nelson, as trustee of the LSN Nevada Trust, under agreement dated May 30, 2001, grantor(s) of
Clark County, State of Nevada, for and in consideration of Ten Dollars and Other Good and Valuable
Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

Lynita S. Nelson, as trustee of the LSN Nevada Trust, under agreement dated May 30, 2001, grantee(s),

whose mailing address is 3611 S. LINDELL RD Ste 201, LAS VEGAS NV 89103, the following described real
estate, situate in Uinta County and State of Wyoming, to wit:

See Attached Exhibit "A".

Together with all improvements thereon and all rights, appurtenances and hereditaments thereunto belonging or in
anywise appertaining.

SUBJECT, HOWEVER, to all easements, rights-of-ways, reservations, restrictions and existing or future oil and gas
and/or other mineral leases, now of record or otherwise affecting said lands.

This deed is being recorded to add the name of the trustee and the legal description of those lands conveyed in
QuitClaim Deed recorded November 30, 2004 in Book 833, Page 690.

Witness my/our hand(s) this 22 day of August, 2006.

Eric L. Nelson Nevada Trust, under agreement dated May 30, 2001

By: [Signature]
Eric L. Nelson, Trustee

LSN Nevada Trust, under agreement dated May 30, 2001

By: [Signature]
Lynita S. Nelson, Trustee

Entry fee	824	820
Records	102	805
Fee 1	1100	800
Fee 2	1100	800
Fee 3	1100	800
Fee 4	1100	800
Fee 5	1100	800
Fee 6	1100	800
Fee 7	1100	800
Fee 8	1100	800
Fee 9	1100	800
Fee 10	1100	800

State of NEVADA

) ss.

County of Clark

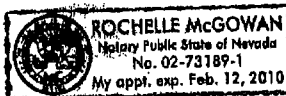
The foregoing instrument was acknowledged before me this 22 day of August, 2006, by Eric L. Nelson and
Lynita S. Nelson.

Witness my hand and official seal.

My commission expires: Feb. 12, 2010

[Signature]
Notary Public

805



RAPP0745

UINTA ENGINEERING & SURVEYING, INC.

808 MAIN ST. - P.O. BOX 748
EVANSTON, WYOMING 82931-0748
(307) 789-3802
FAX (307) 789-6456

PRINCIPALS:

Cloey C. Wall, P.L.S.
Kenneth J. Walker, P.E.

**PROPERTY LYING NORTH OF
WYOMING HORSERACING TRACT**

A tract of land in the E ½ of Section 2, T16N, R12W, 6TH P.M., Uinta County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 2, thence S 0°16'09" E, 3617.57 feet along the East line of said Section to the Northeast corner of that tract of land described in the deed recorded in Book 810 Page 746 of the Uinta County Records, said corner being the point of beginning of a non-tangent curve concave to the North, from which the radius point bears N 0°11'02" W, 646.41 feet;

thence, the following 6 courses along said tract, Westerly 207.98 along the arc of said curve, through a central angle of 18°26'03", the long chord of which bears N 80°57'56" W, 207.08 feet;

thence N 71°44'55" W, 136.22 feet to the Point of Curvature of a curve concave to the South and having a radius of 577.93 feet;

thence Westerly 188.40 feet along the arc of said curve, through a central angle of 18°40'56", the long chord of which bears N 81°05'23" W, 187.61 feet;

thence S 89°34'09" W, 1756.98 feet;

thence S 1°04'57" E, 900.20 feet;

thence S 89°34'09" W, 350.02 feet to a point on the West line of said East ½;

thence N 1°04'57" W, 3889.10 feet along the West line of said East ½ of said Section 2;

thence N 89°26'29" E, 218.99 feet;

thence N 29°19'31" E, 608.55 feet to a point lying on the North line of said Section;

thence N 89°48'19" E, 1088.47 feet along said North line;

thence N 89°45'51" E, 1060.15 feet along said North line to the **POINT OF BEGINNING**.

Said tract containing 217.196 acres, more or less.

806



R132637

GENERAL WARRANTY DEED

Lynita S. Nelson, as Trustee of the LSN Nevada Trust, under agreement dated May 30, 2001, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and warrants to Wyoming Racing LLC, a Delaware limited liability company, its successors and assigns forever, whose address is 1936 Harrison Drive, Evanston, WY 82930, the real property described on **Exhibit "A"** hereto (the "Property"), situate in Uinta County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming;

TOGETHER with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the Property, including without limitation all structures, fences, gates and other improvements thereon; all coal, oil, gas and other minerals and mineral rights, including without limitation coal bed methane, on, in or under such real property; all easements and rights of way benefiting such real property; all water and water rights (including ground water), wells and well permits and rights, relating to or appurtenant to the Property; and any other appurtenances related thereto.

SUBJECT to the lien of general taxes for the current year, local improvement districts, utility charges from and after the date hereof, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

RESERVING UNTO GRANTORS AND ASSIGNS an access easement across part of the above described tract of land, said easement being more particularly described as follows:

BEGINNING at a point on the West line of the above described tract, said point lying N 1°04'57" W, 1380.00 feet from the South one-quarter corner of said Section 2;
thence N 1°04'57" W, 80.00 feet along said West line;
thence N 88°55'03" E, 290.00 feet;
thence N 1°04'57" W, 1896.91 feet to a point on the North line of the above described tract;
thence N 89°34'09" E, 1660.69 feet along said North line;
thence S 0°25'51" E, 60.00 feet;

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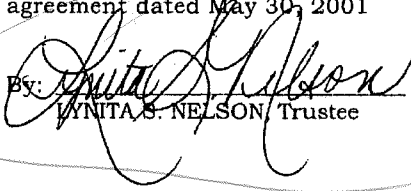
Entry No.	132637	Book	871
Recorded	8/30/06	12:05 pm	Page 278
For Clerk of U.S. DISTRICT COURT, UTAH COUNTY CLERK			
\$	14.00	J. H. H. H. H.	
By _____			

RAPP0747

thence S 89°34'09" W, 1600.00 feet;
thence S 1°04'57" E, 1916.22 feet
thence S 88°55'03" W, 350.00 feet to the POINT OF
BEGINNING.

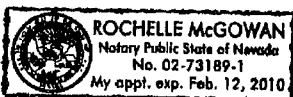
Dated: August 24, 2006.

LSN NEVADA TRUST, under
agreement dated May 30, 2001

By: 
LYNITA S. NELSON, Trustee

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me by Lynita S.
Nelson, this 24th day of August, 2006. Witness my hand and official seal.
My commission expires: 8/12/2010




NOTARY PUBLIC

EXHIBIT "A"
TO
GENERAL WARRANTY DEED

A tract of land in the E1/2 of Section 2, T16N, R121W, 6th P.M., Uinta County, Wyoming, said tract being more particularly described as follows:

BEGINNING at a point on the East line of said Section 2, said point of beginning lying N 0°16'09" W, 536.11 feet from the East one-quarter corner thereof, said point of beginning also lying on a non-tangent curve concave to the North, from which the radius point bears N 0°11'02" W, 646.41 feet;

thence Westerly 207.98 feet along the arc of said curve, through a central angle of 18°26'03", the long chord of which bears N 80°57'56" W, 207.08 feet;

thence N 71°44'55" W, 136.22 feet to the Point of Curvature of a curve concave to the South and having a radius of 577.93 feet;

thence Westerly 188.40 feet along the arc of said curve, through a central angle of 18°40'56", the long chord of which bears N 81°05'23" W, 187.61 feet;

thence S 89°34'09" W, 1756.98 feet;

thence S 1°04'57" E, 900.20 feet;

thence S 89°34'09" W, 350.02 feet;

thence N 1°04'57" W, 960.20 feet;

thence N 89°34'09" E, 2626.58 feet to a point on the East line of said Section 2;

thence S 0°16'09" E, 168.14 feet along said East line to the POINT OF BEGINNING.

Said tract containing 11.502 acres, more or less.

R132945

GENERAL WARRANTY DEED

Wyoming Horse Racing, Inc., a Wyoming corporation, also known as Wyoming Horseracing, Inc., a Wyoming corporation, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and warrants to Wyoming Racing LLC, a Delaware limited liability company, its successors and assigns forever, whose address is 1936 Harrison Drive, Evanston, WY 82930, the real property described on **Exhibit "A"** hereto (the "Property"), situate in Uinta County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming;

TOGETHER with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the Property, including without limitation all structures, fences, gates and other improvements thereon; all coal, oil, gas and other minerals and mineral rights, including without limitation coal bed methane, on, in or under such real property; all easements and rights of way benefiting such real property; all water and water rights (including ground water), wells and well permits and rights, relating to or appurtenant to the Property; and any other appurtenances related thereto.

SUBJECT to the lien of general taxes for the current year, local improvement districts, utility charges from and after the date hereof, easements, restrictive covenants, and reservations of record.

RESERVING UNTO GRANTORS AND ASSIGNS a non-exclusive access easement across part of the above described tract of land, said easement being more particularly described as follows:

BEGINNING at a point on the West line of the above described tract, said point lying N 1°04'57" W, 1380.00 feet from the South one-quarter corner of said Section 2;
thence N 1°04'57" W, 80.00 feet along said West line;
thence N 88°55'03" E, 290.00 feet;
thence N 1°04'57" W, 1896.91 feet to a point on the North line of the above described tract;
thence N 89°34'09"E, 1660.69 feet along said North line;
thence S 0°25'51" E, 60.00 feet;
thence S 89°34'09" W, 1600.00 feet;

Entry No. <u>132945</u>	Book <u>872</u>
Recorded <u>9/15/06</u> at <u>15:25</u> in Page <u>546-</u>	
Fee <u>14.00</u>	<u>348</u>
For L.W. & D. FOX, WYOMING CO. CLERK	
<u>J. Hansen</u>	

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RAPP0750

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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 MAY 30, 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 ERIC L.
NELSON NEVADA TRUST
DATED MAY 30, 2001,
Respondents/Cross-Appellant.

} SUPREME COURT CASE NO.: 66772

} District Court Case No. D411537

} Electronically Filed
Mar 02 2016 08:50 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

} Consolidated with Case No. 68292

RESPONDENT/CROSS-APPELLANT, LYNITA SUE NELSON'S,
APPENDIX VOLUME 3

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
KATHERINE L. PROVOST, ESQ.
Nevada Bar No. 008414
JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Respondent/Cross-Appellant, LYNITA SUE NELSON

1 Supreme Court Case 66772 Consolidated with 68292

2
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10 6	1251 - 1490

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3	07/19/12	Bank account statements/records for Eric L. Nelson NV Trust at Bank of America (Account No. 0049 6485 2798) and bank account statements/records for LSN Nevada Trust dba Tierra De Sol (Account No. 0049 6485 2743) (Admitted as Defendant's Exhibit KKKK)	0681 - 0731
3	02/22/07	Change of Distribution Trusteeship for the Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 149)	0600 - 0602
3	06/08/01	Change of Trusteeship for the Eric L. Nelson Nevada Trust (Admitted as Intervenor's Exhibit 162)	0608 - 0611
3	07/19/12	Check Numbers 1776, 1769, and 1751 drawn on the Lindell Professional Plaza bank account at Bank of America, Account No. 00496485273 (Admitted as Defendant's Exhibit JJJJ)	0678 - 0680
4	05/30/14	City National Bank statement for Banone, LLC, for November 30, 2011 (Admitted as Distribution Trustee's Exhibit 14)	0967 - 0968
4	05/30/14	City National Bank cashier's check payable to Eric Nelson in the amount of \$75,000 (Admitted as Distribution Trustee's Exhibit 15)	0969
3	08/31/10	Court Option A dated 07/30/10 (Admitted as Plaintiff's "11W")	0651 - 0653
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3	5	09/28/12	Defendant's Post-Trial Reply Memorandum on Trust Issues	1079 - 1102
4	1	08/27/10	Defendant's Pretrial Memorandum	0001 - 0018
5	3	08/19/11	Delegation of Lana A. Martin (Admitted as Intervenor's Exhibit 165)	0613
6	4	08/20/12	Eric Nelson's Summary (Admitted as Plaintiff's Exhibit 241)	0970
7	3	07/19/12	Gerety & Associates, CPAs invoice dated 02/29/12 (Admitted as Defendant's Exhibit HHHH)	0657
8	4 & 5	8/30/10	LSN Nevada Trust u/a/d 5/30/2001 (Admitted as Plaintiff's Exhibit 81)	0971 - 1017
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24	4	07/19/12	Public Records: Deeds , Declaration of Value forms, Tax Assessor Parcel Ownership History sheet, and General Information sheet pertaining to 3611 Lindell Road, Las Vegas, Nevada (Admitted as Defendant's Exhibit PPPP)	0776 - 0788
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4	07/19/12	Public Records: Deeds and County Recorder information sheets pertaining to the Sycamore Plaza property located at 1749-1755 West Main Street, Phoenix, Arizona (Admitted as Defendant's Exhibit VVVV)	0960 - 0966
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1 Q And are you pleased with the professional services
2 you have received from Melissa Antanassio and -- and her
3 business during the course of these proceedings?

4 A No doubt. Yes, absolutely.

5 Q Can you explain to the Court where you believe you
6 would be today with respect to knowledge of various
7 transactions that -- that we've discussed here in this case
8 had you not retained Joe Leauanae and Ms. Antanassio?

9 MS. FORSBERG: Your Honor, objection. Calls for
10 speculation.

11 THE COURT: Overruled. You can ask her. She paid a
12 lot of money and they didn't testify and she said she got --
13 she thought she got value for it. So I think you can ask --

14 MR. DICKERSON: So the --

15 THE COURT: -- why she thinks she's got value for it
16 or what she -- what they attributed to it.

17 THE WITNESS: It became clear and every day that I
18 -- since I have hired Joe and Melissa and Mr. Dickerson and
19 his law firm, it was very clear that Eric was not going to
20 come forth nor anybody in his office or anybody that's
21 associated with to allow me to know what has happened in my
22 world while I am -- have been married to Eric. And the only
23 way that I have ever had the opportunity to is to hire these
24 experts and to be in this courtroom to find out what exactly

1 happened in my world. And there's -- I -- I would be -- I
2 would be under his -- I would be under his rule as I had been
3 for some many years.

4 BY MR. DICKERSON:

5 Q By his, meaning who?

6 THE COURT: You know --

7 Q By his, meaning who?

8 A Mr. Nelson.

9 Q Now Lynita, you were questioned about getting a job.
10 We went over this in 2010, but let's just briefly do it one
11 more time.

12 A Okay.

13 Q When was the last time you worked outside the home?

14 A When I was pregnant with Amanda in 1986.

15 Q And your job at that time?

16 A I was at -- I was at Stanwell Mortgage, a mortgage
17 company.

18 Q Doing what?

19 A I was a receptionist.

20 Q Do you recall what you were being paid?

21 A Oh, I don't know.

22 Q Now your educational background, you did not finish
23 college, is that correct?

24 A I have not.

1 Q Tell us about that. How far did you go in college?
2 A Maybe about a year and a half.
3 Q Why did you quit?
4 A To come home and work and make money.
5 Q And is that when you started the job with Stanwell
6 Mortgage or did you work somewhere else?
7 A No, I believe I was -- oh, it's hard for me to
8 remember all that. I don't know. I -- I think I worked at
9 Mervin's and then I worked at another mortgage company,
10 Norwest Mortgage. And then I believe I went to Stanwell.
11 Q Okay. So what did you do at Mervin's after -- now
12 this is then after you dropped -- you went to BYU if I recall,
13 is that correct?
14 A Oh, yeah. I don't know if I did that before or
15 after. I --
16 Q You went to BYU. Is -- do you recall that?
17 A Oh, I remember that, yeah. I was just --
18 Q Now after you quite --
19 A After high school I went to BYU.
20 Q And so after you left BYU, you believed you may have
21 worked for Mervin's?
22 A Yes, I think so.
23 Q And what did you do at Mervin's?
24 A During the summer. I just worked in one of the

1 departments and --

2 Q As a sales clerk?

3 A Yes.

4 Q And at Norwest, what -- what was your position?

5 A I was a receptionist kind of secretary type thing.

6 Q And then why didn't you continue working after you
7 became pregnant?

8 A Well, Eric and I had agreed that when I start having
9 children I would stay home and -- and be at home with them
10 like his mom had been with them.

11 MR. DICKERSON: I have nothing further, Your Honor.

12 MS. FORSBERG: Just a couple questions.

13 **REDIRECT EXAMINATION**

14 BY MS. FORSBERG:

15 Q Isn't it true Lynita that when you hired Mr.
16 Duckworth which is now Judge Duckworth that Eric gave him open
17 access to all the accounts and everything at that time?

18 MR. DICKERSON: Oh, now I'll tell you, now I got to
19 object. I have often thought how I would love to bring Judge
20 Duckworth in as a witness. This is opening such a door right
21 now, because I -- I would love to bring him in as a witness.
22 But I mean, do we really want to go here?

23 THE COURT: You know --

24 MS. FORSBERG: Well, her -- my question is does she

1 knows if Eric gave the information. It isn't --

2 THE COURT: Well, she became --

3 MS. FORSBERG: -- whether Mr. Duckworth saw this --

4 MR. DICKERSON: Wow.

5 THE COURT: We've had a lot of discovery in this
6 case, a lot of things going back and forth. That's why we had
7 Mr. Bertsch come as a forensic expert to try to trace
8 everything. So there was a lot of issues on that. So whether
9 people open or for access, I don't know. We're getting a lot
10 of information.

11 MS. FORSBERG: I'll move on to the next question,
12 Your Honor.

13 MR. DICKERSON: I'll withdraw the objection. I'll
14 let her answer that question.

15 MS. FORSBERG: I'll strike the question.

16 BY MS. FORSBERG:

17 Q Isn't it true Ms. Nelson that -- you -- you heard
18 Larry Bertsch's testimony here, correct?

19 A I was here when he testified. Yes, ma'am.

20 Q Did you hear me ask him if he had found any fraud or
21 any inappropriate actions in -- by Mr. Nelson at the end of
22 his testimony?

23 A I recall that you did ask that.

24 Q But isn't it true he said that he would have told

1 this court if he found any?

2 A I don't recall that's how he answered. Did you want
3 to know what I -- how I thought he answered?

4 Q No, that's okay. You've answered it. That's fine.
5 I don't --

6 A Oh.

7 Q -- need a narrative.

8 A So that's a no. that's not -- that's not what he
9 said.

10 Q How about your -- how about -- and it's been since
11 2009 you said, correct, since this divorce action began.

12 A I'm sorry?

13 Q This divorce action began I believe we were
14 questioning whether it was May or June or 2009.

15 A Yeah, your client filed, so --

16 Q That was your testimony, correct, May or June 2009?

17 A Yeah, around there.

18 Q Okay.

19 A Uh-huh. (Affirmative).

20 Q So that's over three years, correct?

21 A Yeah.

22 Q Did you bother looking to go into school and
23 finishing your degree that you started at BYU in that amount
24 of time?

1 A Actually, I consider my schooling that I've had as
2 law 101.
3 Q That was the question, ma'am. Did you look into any
4 formal education?
5 A I did.
6 Q Have you registered for classes?
7 A I did.
8 Q How many have you taken?
9 A I -- I was in a class for about two weeks.
10 Q It ended in two weeks or was it a class that went
11 for two weeks or you dropped out?
12 A I wasn't able to complete it.
13 Q And why?
14 A Because I was too busy working on the divorce.
15 Q And when was that that you attempted this class,
16 ma'am?
17 A Probably in 2010.
18 MS. FORSBERG: No further questions, Your Honor.
19 THE COURT: This is probably a good time --
20 MR. DICKERSON: No questions.
21 THE COURT: -- to quit, it's about 10 to 5:00. Do
22 you have any other witnesses, Ms. Forsberg?
23 MS. FORSBERG: I do not, Your Honor.
24 THE COURT: And then you only have --

1 MR. DICKERSON: You rest?
2 MS. FORSBERG: Yes.
3 MR. DICKERSON: Okay.
4 THE COURT: And you only have Ms. Nelson?
5 MR. DICKERSON: I have Ms. Nelson and I -- Your
6 Honor, I think I can do it in less than an hour.
7 THE COURT: Okay.
8 MR. DICKERSON: And I -- in fact, I think the way
9 things have gone today, it might even be around a half hour.
10 MS. FORSBERG: I wouldn't trust them for --
11 MR. DICKERSON: I -- my preference would be could we
12 wait til Wednesday?
13 THE COURT: Wait til Wednesday.
14 MR. DICKERSON: Because that way I'll be able to go
15 through my notes and see what --
16 THE COURT: All right. And that way we'll get Ms.
17 Forsberg a chance to go through since she kind of came in late
18 to the case. So we'll make sure she has a chance to review
19 everything. We'll do it -- as far as Wednesday, we'll have to
20 start at 10:00 o'clock though on Wednesday morning because I
21 have a CAC meeting from 8:30 to 10:00. But I'll leave that at
22 9:30, so I'm back here by 10:00. All right. So we'll be in
23 recess til Wednesday morning at 10:00 o'clock and then I kept
24 the day open, so if you need more time or whatever, I'll keep

1 that open for you.

2 MR. DICKERSON: Thank you, Judge. Thank you. We
3 will definitely be done on Wednesday.

4 MS. FORSBERG: I don't think this Judge is going to
5 believe it until we all walk out of here.

6 (Off record)

7 THE COURT: Post-trial brief, because there will be
8 some redundancy of course.

9 MS. FORSBERG: My concern of course is Mr. -- Mr.
10 Solomon's position on that, Your Honor, but certainly it seems
11 like we should try to live within the court rules which nobody
12 seems to when I get 2,000 pages of documents and didn't --

13 THE COURT: I agree with you on that. And normally
14 I would. That's why I do the rule. But I think the rule says
15 unless court ordered in a case like this it would probably
16 would justify --

17 MS. FORSBERG: Your Honor, as far as though, are we
18 -- he's keeping them separate. He's going to address these
19 issues in a separate one. Is that -- I want to make sure
20 where we're at.

21 THE COURT: I -- yeah, I thought he did with the
22 trust. I thought he wanted the trust just with 50 pages and
23 then he said it was going to get incorporated, is that right,
24 Mr. --

1 MR. DICKERSON: Yes. Yes, Your Honor.
2 THE COURT: Yeah. And then we keep the regular rule
3 as far as the -- I -- am I right, Mr. Dickerson? It would be
4 --
5 MR. DICKERSON: Yes, Your Honor.
6 THE COURT: -- 50 pages just --
7 MR. DICKERSON: What -- what I'm asking --
8 THE COURT: -- for the trust issues.
9 MR. DICKERSON: Yeah.
10 THE COURT: I know there's going to be some overlap
11 because you can --
12 MR. DICKERSON: Yes.
13 THE COURT: I do understand that, but I just didn't
14 want --
15 MR. DICKERSON: Yeah, there's just so many issues
16 with respect to the trust and we tried to line them out and
17 we're trying to be able to present to you the exhibits that we
18 think are relevant to each of those issues.
19 THE COURT: What I'm going to do is have my law
20 clerk contact Mr. Solomon. If he was okay with it, then I'll do
21 it just for the trust. If he felt that he had some concerns
22 with it, then I'll do a telephone conference with everybody.
23 MS. FORSBERG: Thank you, Your Honor.
24 THE COURT: But it would just be as to the trust and

1 I -- I'd be inclined to to let you do your separate briefing
2 as to the domestic areas as to properties, spousal support,
3 things like that as a separate brief under the local rules.

4 MR. DICKERSON: Thank you, Your Honor.

5 MS. FORSBERG: Thank you, Your Honor.

6 (PROCEEDINGS CONCLUDED AT 16:48:37)

7 * * * * *

8 ATTEST: I do hereby certify that I have truly and
9 correctly transcribed the digital proceedings in the
10 above-entitled case to the best of my ability.

11

12

Adrian Medrano

13

Adrian N. Medrano

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THE LSN NEVADA TRUST

Dated May 30, 2001

**Prepared by
Jeffrey L. Burr & Associates
4455 South Pecos
Las Vegas, Nevada 89121**

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Trust Agreement

OF THE LSN NEVADA TRUST

THIS TRUST AGREEMENT made this 30th day of May, 2001, by and between LYNITA SUE NELSON, a resident of Clark County, Nevada (hereinafter sometimes referred to as "Trustor" or "Grantor") and LYNITA SUE NELSON (hereinafter referred to as "Investment Trustee") and LANA MARTIN (hereinafter referred to as "Distribution Trustee"). For purposes of this Trust Agreement both Investment Trustee and Distribution Trustee shall sometimes hereinafter collectively be referred to as "Trustees";

Witnesseth:

WHEREAS, the Trustor desires by this Trust Agreement to establish an **Irrevocable** Trust upon the conditions and for the purposes set forth in this instrument.

NOW, THEREFORE, the Trustor hereby gives, grants and delivers **irrevocably**, IN TRUST, unto the Trustees, the properties described in the Asset Inventory, TO HAVE AND TO HOLD THE SAME IN TRUST, and to manage, invest, and reinvest the same, and any later additions thereto, subject to the terms and conditions thereto.

ARTICLE I

ADDITIONS TO TRUST

Additional property may be accepted by the Investment Trustee at a later time. The Trust shall be on a calendar year, ending December 31st of each year, for Trust tax and accounting purposes. Property subject to this instrument is referred to as the "Trust estate."

ARTICLE II

BENEFICIARIES AND TRUST NAME

2.1 **Beneficiaries.** The Trust shall be for the benefit of LSN, and for other beneficiaries named herein. The name of the now living spouse of the Trustor is ERIC L. NELSON. The names of the five (5) now living children of the Trustor are AMANDA

NELSON, AUBREY NELSON, ERICA NELSON, GARETT LEE NELSON, and CARLI ANN NELSON, and they shall hereinafter be referred to, for purposes of the Trust Agreement, as the "children of the Trustor," who shall also be permissible beneficiaries. This Trust may also be for the benefit of any tax-exempt charities, which qualify as such under the laws of the United States of America by the Internal Revenue Service or other agency of the government of the United States of America for which contributions to such qualified charity may qualify for the charitable income tax deduction under Code Section 170, or any successor legislation thereto.

2.2 Name. The Trust created in this instrument may be referred to as the "LSN NEVADA TRUST."

ARTICLE III
DISTRIBUTION OF INCOME AND PRINCIPAL
DURING THE LIFE OF THE TRUSTOR

3.1 Distribution of Income and Principal. During the lifetime of the Trustor, any property which is directed to be held in accordance with the terms and conditions set forth in this Article shall be held, by the Trustees, IN TRUST, for the following use and purposes: To manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income and/or principal thereof, and in such amounts and proportions, including all to one to the exclusion of the others, and at such time or times as the Trustees, in their sole and absolute discretion, shall determine, to or for the benefit of such one or more members of the class consisting of the Trustor, the Trustor's issue and other beneficiaries named herein or as described in Section 2.1 above, until the death of the Trustor. Any net income (which may be the whole of such income) not so paid over or applied shall be accumulated and added to the principal of the trust at least annually and thereafter shall be held, administered and disposed of as part thereof.

3.2 Trustor's Veto Right. During the life of the Trustor, at least ten (10) days prior to making any payment or application of income or principal to any beneficiary other than the Trustor, the Distribution Trustee shall advise the Trustor of the Trustees' intention to pay over or apply income or principal to a beneficiary other than the Trustor and the Trustor may veto any such intended payment or application by directing the Distribution Trustee in writing not to make and/or authorize the payment or application, and, if such veto is exercised by the Trustor, the Distribution Trustee shall not make and/or authorize the intended payment or application to

the intended beneficiary. The Trustor retains the right to renounce the veto power granted to the Trustor in this Article III by delivery of an acknowledged written instrument to the Trustees renouncing such veto power.

3.3 **Distributions to a Trustor.** Notwithstanding anything above to the contrary, any decision to make a distribution to the Trustor may not be made by the Trustor, even though the Trustor may be serving as a Trustee hereunder. Prior to any distribution to the Trustor of either income or principal of the Trust estate, a meeting of a majority of the Trustees, which majority must also include the Distribution Trustee, shall be held. At such meeting, the Trustees shall discuss the advisability of making a distribution of the Trust estate to the Trustor. Upon the vote of the Distribution Trustee and a majority of the other Trustees in attendance at such meeting, which vote must in all events include the affirmative vote of the Distribution Trustee, the Trustees may authorize and carry out the distribution of Trust income and/or principal to the Trustors.

Notwithstanding the foregoing, a meeting of the Trustees shall be effective whether held in person or by telephone or other electronic means. In addition, the Trustees may also effect a valid meeting hereunder by execution of a written consent in lieu of Trustees' meeting, which shall specifically state the amount of the Trust estate to be distributed to Trustor. However, for any written consent to be effective, it must be a unanimous written consent, subscribed to by all Investment Trustees and all Distribution Trustees.

3.4 **Unauthorized Distributions to a Trustor.** In the event any distribution of any of the Trust estate shall be made to the Trustor, and if such distribution is not previously authorized by the Trustees in the manner as required pursuant to Section 3.3 above, then such distribution made to the Trustor shall be void and the Distribution Trustee shall have a lien against the Trust estate distributed to the Trustor and such lien shall also extend if necessary to make the Trust estate whole, to any or all other assets of the Trustor. For as long as any of the Trust estate has passed without proper authorization out of Trust to the Trustor, upon return of the unauthorized distribution, the Trustor shall return to the Trust estate the value of the unauthorized distribution plus interest on the value of such unauthorized distribution, at a rate of One Percent (1%) per month, compounded monthly. In the event of any such unauthorized distribution, the Distribution Trustee shall give notice of the unauthorized distribution to the other named non-charitable beneficiaries hereunder as set forth in Section 2.1 above.

Furthermore, the Distribution Trustee shall have all other rights and powers as shall be necessary to recover from the Trustor the unauthorized distributions and make the Trust estate whole.

3.5 **Power of Appointment.** While the Trustor is living, she shall have the testamentary power to direct the Trustees to pay over and distribute Trust principal from the Trust estate in the manner provided in a special testamentary power of appointment signed by the Trustor and delivered to the Trustees. The Trustor's power to appoint beneficiaries of the Trust shall be unlimited; provided, however, that the Trustor may not appoint Trust estate, or any part thereof, to the estate of the Trustor or to creditors of the Trustor's estate. The power of appointment shall not be limited with regard to the shares or proportions to be allocated or with regard to whether a distribution shall be outright or held in trust. If the Trustor has failed to appoint beneficiaries as provided above, then the remaining assets of the Trust shall be distributed as provided for in Article IV below.

3.6 **Trustor's Retained Powers of Administration.** Notwithstanding any provisions contained herein to the contrary, the Trustor, whether or not acting in capacity as an Investment Trustee hereunder, shall have the power to reacquire the Trust corpus by substituting therefore other property of an equivalent value. This power may be exercised by the Trustor in a nonfiduciary capacity without the approval or consent of any Trustee, Co-Trustee or other person acting in a fiduciary capacity with respect to the Trusts created hereunder other than the right in the Trustee(s) to require fair appraisals of property received from Trustor or transferred to the Trustor in such substitution. This power of substitution shall apply only to the Trustor and shall not override N.R.S. 163.050 with respect to a trustee's acts of buying from or selling to an affiliate other than as specifically provided herein with respect to transfers between the Trustees and Trustor for fair value. Trustor understands that retention of such powers shall cause the Trust income to be taxable to her under Subchapter J, Subpart E of the Internal Revenue Code of 1986, as amended, and agree to pay all income taxes attributable to such Trust income. A Trustor may irrevocably relinquish this power of substitution at any time by a writing given to the Trustee.

ARTICLE IV
DISTRIBUTION AND ADMINISTRATION
AFTER THE DEATH OF THE TRUSTOR WITH HER SPOUSE SURVIVING

4.1 **Decedent and Survivor Defined.** Upon the death of the Trustor, if her spouse is then living, the Trustee shall administer and divide the Trust estate, including all property received by the Trustee by reason of Trustor's death as follows:

- (a) The Trustee may, in the Trustee's sole discretion, pay from the income and/or principal of this Trust estate, the administrative expenses for the Trustor's estate; provided, however, that all such expenses shall first be paid by the Trustees of the NELSON TRUST, established on July 13, 1993, if the assets of such trust are sufficient to pay all such administration expenses. The Trustee may also pay the expenses of the funeral of the Trustor, but only if such expenses are not otherwise payable from the remaining assets of the NELSON TRUST. Notwithstanding the terms and conditions set forth herein, under no circumstances shall the proceeds from any Individual Retirement Account (IRA), 401(k) or other retirement accounts assigned to this Trust be utilized to pay the taxes, debts, expenses or administrative costs owed by the Trustor, his or her estate and this Trust.
- (b) The remainder of the Trust estate and the property received by the Trustee by reason of Trustor's death shall be divided into two separate trusts and administered as hereinafter provided:
 - (1) **The Nevada Exemption Trust.** The Trustee shall first allocate to the Nevada Exemption Trust, a sum not to exceed the maximum amount that can pass to the Trust free of Federal Estate Tax, after taking into account all available deductions, the unified credit and the state death tax credit (provided use of this credit does not result in an increase in the state death taxes paid) allowable to the Trustor's estate, and after also taking account of property disposed of by previous articles in this Trust and property passing outside of this Trust which is includible in the Trustor's gross estate and which does not qualify for the marital or charitable deduction, and after taking account of charges to principal that are not allowed as deductions in computing the deceased spouse's Federal Estate Tax. This allocation may be satisfied in cash or in kind, including undivided interests in property.
 - (2) **The Nevada Marital Trust.** If the spouse of the Trustor survives her by a period of 180 days, the Nevada Marital Trust shall consist of the rest of the Trust estate, after allocations have been made to the Nevada

Exemption Trust. If the spouse of the Trustor does not survive her, the remaining Trust estate shall be distributed to the Nevada Exemption Trust.

- (3) **Disclaimer.** If the surviving spouse of the Trustor disclaims any of his interest in the remaining property destined for the Nevada Marital Trust, such disclaimed property shall be distributed to the Exemption Trust hereunder. Any such disclaimed property, which is added to the Nevada Exemption Trust, shall not be subject to any powers of appointment granted to the surviving spouse of the Trustor, except for those powers that would not cause such disclaimer to fail to be a qualified disclaimer under the regulations and rulings issued under Sections 2046 and 2518 of the Internal Revenue Code in effect at the time of such disclaimer.

- (c) The values to be used in computing the property to be allocated to the Nevada Exemption Trust shall be the value of such assets on the date of allocation. The property to be allocated by the Trustee to the Nevada Exemption Trust shall be selected by the Trustee and, subject to the limitation set out hereinbelow, the values of the assets so allocated shall be those above directed to be used in computing the amount of the applicable exemption. In selecting property for allocation to the Nevada Exemption Trust, the Trustee shall comply with the following rule: The value of the property, including cash, so allocated shall be selected in such a manner as to have an aggregate fair market value fairly representative of appreciation or depreciation in value, to the date or dates of each allocation, of all property then available for such allocation in satisfaction of this devise and bequest to the Trustee of the Nevada Exemption Trust. In selecting assets to comply with the above rule, the Trustee is authorized to allocate property in appropriate undivided interests. It is not intended that the Nevada Exemption Trust shall qualify for the marital deduction under federal revenue laws then in force at the Trustor's death.

- (d) In the event the Trustee receives property by inter vivos or testamentary transfer and directions are contained in the instrument of transfer for allocation to or among the respective trusts contained herein, the Trustee shall make allocations in accordance with such directions, anything to the contrary herein notwithstanding.

4.2 **Nevada Exemption Trust.** The Investment Trustee shall hold, manage, invest and reinvest the Nevada Exemption Trust estate and shall collect the income therefrom and dispose of the net income and principal as follows:

- (a) During the lifetime of the surviving spouse of the Trustor, the Investment Trustee, in his absolute discretion, shall pay to the Trustor's spouse such amounts of the net income of the Nevada Exemption Trust estate as shall be necessary for his health, education, maintenance, and support.

- (b) The surviving spouse of the Trustor shall have the discretionary power during his lifetime or upon his death to direct the Trustee to pay over and distribute trust principal from the Nevada Exemption Trust in the manner provided in a power of appointment signed by the Trustor's spouse and delivered to the Trustee. The power to appoint beneficiaries of the Nevada Exemption Trust shall be limited to the issue of the Trustor and shall exclude the Trustor's surviving spouse, his estate, his creditors, and creditors of his estate. The power of appointment shall not be limited with regard to the shares or proportions to be allocated or with regard to whether a distribution shall be outright or held in trust. If the spouse of the Trustor has failed to appoint beneficiaries as provided above, then the remaining assets of the Nevada Exemption Trust shall be distributed as provided for below.
- (c) If, in the opinion of the Trustee, the income from all sources of which Trustee has knowledge shall not be sufficient for the health, education, support and maintenance of the Trustor's surviving spouse, the Trustee is authorized to use and expend such part of the Trust principal as is necessary to meet such needs.
- (d) If some or all of the Trustor's generation-skipping exemption is allocated to the property (or exempt portion of the property) that is otherwise to constitute the Nevada Exemption Trust and if that Trust would thereby have an inclusion ratio greater than zero, the Trustee shall instead establish two separate trusts so that each has a generation-skipping inclusion ratio of either zero (the "Exempt Nevada Exemption Trust") or one (the "Nonexempt Nevada Exemption Trust"), and the Trustee shall accomplish this by allocating to the Nonexempt Nevada Exemption Trust the maximum fractional portion of the property (described in paragraph (2) above) that is necessary to establish that trust with an inclusion ratio of one, while leaving the Exempt Nevada Exemption Trust with an inclusion ratio of zero.
- (e) The Trustee's duty to report information or account to the beneficiaries of the Nevada Exemption Trust, other than the Trustor's spouse, is hereby waived.
- (f) Upon the death of the Trustor's spouse, the Trustee shall administer the entire remaining income and principal of this Trust in accordance with Article V below.
- (g) The Trustee of the Nevada Exemption Trust shall respect and comply with any directions given and provisions made by the Trustor's Will for the payment of debts of the Trustor and the expenses and other obligations of her estate, and for the payment and allocation of any death taxes resulting from her death. To the extent these matters are not covered by the Trustor's Will, the Trustee of the Nevada Exemption Trust shall (without charge to any beneficiary) pay all federal, state and foreign death taxes payable on or with respect to any property which passes or has passed under this agreement, under the Trustor's Will or otherwise and which qualifies for the federal estate tax marital deduction; in all other respects the liability for and burden of federal, state and foreign death taxes imposed by reason of the Trustor's death, shall be paid by the person or from the

property upon which an inheritance tax is specifically imposed or, in the case of estate or other taxes, shall be allocated or apportioned in accordance with federal and Nevada law; and the Trustee of the Nevada Exemption Trust may, in the Trustee's discretion, pay debts, last illness and funeral expenses of the Decedent and the administrative expenses and other obligations of her estate. If, however, what would otherwise have been the Nevada Exemption Trust is instead established as two separate trusts under paragraph 4.2(d) above, the payments to be made from the Nevada Exemption Trust under this paragraph (a) shall be made first from the Nonexempt Nevada Exemption Trust.

4.3 **Nevada Marital Trust.** The Investment Trustee shall hold, manage, invest and reinvest the Nevada Marital Trust Estate and shall collect the income therefrom and dispose of the net income and principal as follows:

- (a) The Investment Trustee shall pay to the surviving spouse of the Trustor, during his lifetime, all of the net income of the Nevada Marital Trust in convenient, regular installments, but not less frequently than quarter annually. (N.R.S. Chapter 166 provides that the Trustee of a Nevada trust may not be required to make distributions of either principal or income to the Trustor of the Nevada trust. Because the Nevada Marital Trust is funded only with assets from the Trustor's separate property and/or the Trustor's one-half (1/2) interest in community property, the surviving spouse of the Trustor is not the Settlor of the Nevada Marital Trust and, therefore, this required distribution of income is not contrary to the terms of N.R.S. Chapter 166.)
- (b) If, in the opinion of the Investment Trustee, the income and principal from all other sources of which the Investment Trustee has knowledge shall not be sufficient for the education, health, support or maintenance of the surviving spouse of the Trustor in his accustomed manner of living at the date of the Trustor's death, the Investment Trustee is authorized to use and expend such part of the Trust principal as is necessary to meet such needs.
- (c) The surviving spouse of the Trustor shall have the discretionary power upon his death to direct the Trustee to pay over and distribute trust principal from the Nevada Marital Trust in the manner provided in a power of appointment signed by the surviving spouse of the Trustor and delivered to the Trustees. The power to appoint beneficiaries of the Nevada Marital Trust shall be limited to the issue of the Trustor. The power of appointment shall not be limited with regard to the shares or proportions to be allocated or with regard to whether a distribution shall be outright or held in trust. If the surviving spouse of the Trustor has failed to appoint beneficiaries as provided above, then the remaining assets of the Nevada Marital Trust shall be distributed as provided for below.
- (d) Upon the death of the Trustor's surviving spouse, the net income of the Trust which has not been distributed shall be distributed to the Nevada Survivor's Trust

or to his estate. The Trustee shall administer the remaining principal of this Trust in accordance with Article V.

- (e) Upon the death of the Trustor's surviving spouse, the Trustee shall pay from the Trust estate the entire increment in taxes in the estate of the Trustor's spouse payable by reason of the Trustor's death (including any interest or penalties thereon) to the extent that the total of such taxes is greater than would have been imposed if this Trust estate were not taken into account in determining such taxes. If more than one qualified terminable interest property trust is created as authorized by 4.3(h) and if any portion of the estate tax is required to be charged against and paid from a qualified terminable interest property trust, then such taxes shall be first charged against and paid without apportionment out of the principal of the trust as to which the special election provided by Section 2652(a)(3) of the Code is not applicable. Notwithstanding the terms and conditions set forth herein, under no circumstances shall the proceeds from any Individual Retirement Account (IRA), 401(k) or other retirement accounts assigned to this Trust be utilized to pay the taxes, debts, expenses or administrative costs owed by the Trustor, her estate and this Trust.
- (f) The surviving Trustor shall have the right to require the Trustee to invest the property subjected to this Trust into productive, income producing property.
- (g) It is the Trustor's intent that the property comprising the Trust estate of this Trust qualify for the marital deduction allowed by the Federal Estate Tax law applicable to the Trustor's estate. All questions applicable to the marital deduction and this Trust shall be resolved accordingly. To this end, the powers and discretions of the Trustee with respect to allocations of property to this Trust, and with respect to administration of the Trust during the spouse's lifetime, shall not be exercised or exercisable except in a manner consistent with the Trustor's intent as expressed in this paragraph.
- (h) If the special election provided by Section 2652(a)(3) of the Code is exercised as to any property held in this Trust, the Trustee of this Trust is authorized, at any time in the exercise of absolute discretion, to set apart such property in a separate trust so that its inclusion ratio, as defined in Section 2642(a) of the Code is zero.

ARTICLE V

DISTRIBUTION AND ADMINISTRATION

AFTER THE DEATH OF THE TRUSTOR AND THE TRUSTOR'S SPOUSE

5.1 Distribution of Trust Assets. Upon the death of the Trustor and the Trustor's spouse, any remaining unappointed property, both income and principal of this Trust estate, shall be distributed in the same manner and for the same beneficiaries as provided for in the NELSON TRUST, dated July 13, 1993. The Trust estate shall in no event be administered as part of the

NELSON TRUST, dated July 13, 1993, unless the Trustor shall specifically so provide pursuant to the powers of appointment as provided for in Section 3.4 above. In the event such Trust has been revoked, then the remaining unappointed Trust estate shall be divided into as many equal shares as there are children of the Trustor who are then living and children of the Trustor who are deceased leaving issue then living, and these shares shall be distributed or retained as follows:

- (a) If any child of the Trustor is then over the age of Thirty-five (35) years, his or her Trust share shall be distributed to him or her, outright and free of Trust.
- (b) For each child of the Trustor who is then under the age of Thirty-five (35) years, his or her Trust share shall be retained in a separate Trust and shall be administered and distributed as follows:
 - (1) Until the child attains the age of Nineteen (19) years, the net income and principal from each Trust share shall be distributed to the child as is necessary, in the discretion of the Trustee, for the support, maintenance, education or health needs of the child. Any excess income that is not distributed for these purposes shall be accumulated and added to principal.
 - (2) When the child attains the age of Nineteen (19) years, income and principal may only be used, in the discretion of the Trustee, for the education or health needs of the beneficiary.
 - (3) Upon attaining the age of Thirty (30) years, Ten Percent (10%) of the then value of the child's Trust share shall be distributed to him or her, outright and free of Trust. Upon attaining the age of Thirty-five (35) years, the entire remaining balance of the child's Trust share shall be distributed to the child, outright and free of Trust.
 - (4) In addition to the terms above, the Trustee may also distribute to a child of the Trustor, from his or her respective Trust share, money or property to start a business, buy a home or transact other necessary legal matters if the Trustee, in the Trustee's sole discretion, feels it to be in the best interest of the beneficiary to do so.
 - (5) If prior to full distribution a child becomes deceased, his or her remaining Trust share shall be distributed outright equally to his or her issue who are then living under the terms and conditions as set forth in 5.1(c) below or, if there are no then living issue of the child, his or her remaining share shall be distributed outright to the then living issue of the Trustor, by right of representation. However, if any such distributee is one for whom a Trust is then being administered under this Article V, the share of such

distributee shall, instead of being distributed outright, be added to that Trust and administered and distributed in accordance with its terms.

- (c) One equal share shall be held in a separate Trust for the issue of each child of the Trustor who is then deceased leaving issue then living, each such Trust shall be divided into as many equal shares as there are children of the Trustor's deceased child who are then living (hereinafter referred to as "grandchildren of the Trustor" or "grandchild of the Trustor") and grandchildren of the Trustor who are deceased leaving issue then living, and these shares shall be distributed or retained as follows:
- (1) If any grandchild of the Trustor is then over the age of Thirty-five (35) years, his or her share shall be distributed to him or her, outright and free of Trust.
 - (2) For each grandchild of the Trustor who is then under the age of Thirty-five (35) years, his or her share shall be retained in a separate Trust and, until the grandchild attains the age of Nineteen (19) years, the net income and principal from each Trust share shall be distributed to the grandchild as is necessary, in the discretion of the Trustee, for the support, maintenance, education or health needs of the grandchild. Any excess income that is not distributed for these purposes shall be accumulated and added to principal.
 - (3) After the grandchild attains the age of Nineteen (19) years, the net income and principal may only be used, in the discretion of the Trustee, for the education or health needs of the beneficiary.
 - (4) Upon attaining the age of Thirty (30) years, Ten Percent (10%) of the then value of the grandchild's Trust share shall be distributed to him or her, outright and free of Trust. Upon attaining the age of Thirty-five (35) years, the entire remaining balance of the grandchild's Trust share shall be distributed to the grandchild, outright and free of Trust.
 - (5) In addition to the terms above, the Trustee may also distribute to a grandchild of the Trustor, from his or her respective Trust share, money or property to start a business, buy a home or transact other necessary legal matters if the Trustee, in the Trustee's sole discretion, feels it to be in the best interest of the beneficiary to do so.
 - (6) If prior to full distribution a grandchild becomes deceased, his or her remaining share shall be distributed outright equally to his or her issue who are then living under the same terms and conditions as set forth in this section or, if there are no then living issue of the grandchild, his or her remaining share shall be distributed outright to his or her then living siblings. If the deceased grandchild has no then living siblings, his or her

remaining Trust share shall be distributed to the issue of the Trustor by right of representation. However, if any such distributee is one for whom a Trust is then being administered under this Article V, the share of such distributee shall, instead of being distributed outright, be added to that Trust and administered and distributed in accordance with its terms.

5.2 **Last Resort Clause.** In the event that the principal of the Trust administered under this Article V is not disposed of under the foregoing provisions, the remainder, if any, shall be distributed, in equal shares and outright and free of Trust, to JUANITA MAE CLARK and SAMMY D. CLARK, or the survivor of them. If they are both deceased, the remaining Trust estate shall be distributed to THELMA SLAUGHTER, if she is then living, outright and free of Trust.

ARTICLE VI
TRUSTEE'S DISCRETION ON DISTRIBUTION
TO PRIMARY BENEFICIARIES

Notwithstanding the distribution provisions of this Trust Agreement, with respect to the distributions provided for in Articles IV and V above, the following powers and directions are given to the Distribution Trustee:

- (a) If, upon any of the dates described herein, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in that event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated. During the period of postponement, the Trustee shall have the absolute discretion to distribute income or principal to the beneficiary as the Trustee deems advisable for the beneficiary's welfare.
- (b) If said causes for delayed distribution are never removed, then the Trust share of that beneficiary shall continue until the death of the beneficiary and then be distributed as provided in this Trust Instrument. The cases of such delay in the distribution shall be limited to any of the following:
 - (1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceedings.
 - (2) The existence of a large judgment against the beneficiary.
 - (3) Chemical abuse or dependency, or the conviction of the beneficiary of a felony, involving drugs or narcotics, unless a five year period has followed said conviction.

- (4) The existence of any event that would deprive the beneficiary of complete freedom to expend the distribution from the Trust estate according to his or her own desires.
- (5) In the event that a beneficiary is not residing in the United States of America at any given time, then the Trustee may decline to transmit to him or her any part or all of the income and shall not be required to transmit to him or her any of the principal if, in the Trustee's sole and uncontrolled judgment, the political and/or economic conditions of such place of residence of the beneficiary are such that it is likely the money would not reach him or her, or upon reaching him or her, would be unduly taxed, seized, confiscated, appropriated, or in any way taken from him or her in such a manner as to prevent his or her use and enjoyment of the same.
- (6) The judicially declared incompetency of the beneficiary.
- (c) The Trustee shall not be responsible unless the Trustee has knowledge of the happening of any event set forth above.
- (d) To safeguard the rights of the beneficiary, if any distribution from his or her Trust share has been delayed for more than one (1) year, he or she may apply to the District Court in Las Vegas, Nevada, for a judicial determination as to whether the Trustee has reasonably adhered to the standards set forth herein. The Trustee shall not have any liability in the event the Court determines the Trustee made a good faith attempt to reasonably follow the standards set forth above.

ARTICLE VII

DISTRIBUTIONS IN KIND

The Trustee is authorized and empowered, in the Trustee's sole discretion, to make distributions in kind, or partly in cash and partly in kind, or by granting, transferring or assigning an undivided interest. The judgment of the Trustee concerning the valuation for the purposes of such distribution of the property or security shall be binding and conclusive on all parties interested herein.

ARTICLE VIII

IRREVOCABLE TRUST

The Trust is irrevocable and may not be altered, amended or revoked. Should any power or interest be held, retained or hereafter acquired by the Trustor or Trustee, which would cause or appear to cause the Trust estate for any reason to be subject to the claims of any creditors,

then the Trustor and Trustee shall be permitted to abandon or release any such powers or interests.

ARTICLE IX

ADDITIONAL PROPERTIES

It is agreed by and between the parties hereto that the Trustor shall have the right, at any time, to devise, bequeath, grant, convey, give or transfer additional real, personal or mixed properties to the Trust by inter vivos act or by will, subject to the same terms and conditions as the original provisions of this Trust Agreement, and said additions shall be evidenced by receipt therefore signed by the Trustee.

ARTICLE X

INCOMPETENCY OF BENEFICIARIES

During any period in which a beneficiary may be declared judicially incompetent, or if in the sole judgment of the Trustee the beneficiary is unable to care for himself or herself, the Trustees may pay over to, or use for the benefit of such beneficiary the net income or any part or all of the principal of the Trust estate which has been set aside for that beneficiary, in such manner as the Trustees shall deem necessary or desirable for such beneficiary's best interests.

ARTICLE XI

PROVISIONS RELATING TO TRUSTEESHIP

11.1 **Successor Investment Trustee.** Upon the death or resignation of LYNITA SUE NELSON, then ERIC L. NELSON shall serve as the Successor Investment Trustee hereunder. If ERIC L. NELSON should become deceased, unable or unwilling to serve, NOLA HARBER shall serve as the Successor Investment Trustee hereunder. If NOLA HARBER should become deceased, unable or unwilling to serve as the Successor Investment Trustee, CLARENCE NELSON shall serve as the Successor Investment Trustee hereunder.

11.2 **Successor Distribution Trustee.** Upon the resignation or removal of the original Distribution Trustee then LANA MARTIN shall serve as the Successor Distribution Trustee hereunder; provided, however, that in the event of the death of the Trustor, the Distribution Trustee shall cease to serve as Trustee hereunder, and the administration and distribution of the Trust estate shall thereupon be under the exclusive control of the Investment Trustee(s).

11.3 **Trust Consultant.** JEFFREY L. BURR, LTD., a Nevada corporation (herein known as the "Consultant" to the Trust), shall have the right and power by giving ten (10) days

written notice to the Trustee to remove any Trustee named herein (except the Trust Consultant may not remove the Trustor as a Trustee hereunder), and/or any Successor Trustee, and to appoint either (1) an individual who is an "independent" Trustee pursuant to Internal Revenue Code Section 674, as amended, or (2) a Nevada bank or Trust company to serve as Trustee or as Co-Trustees of the Trusts created hereunder. In the event of the death, resignation, incompetency, dissolution or failure to serve of any Trustee, then the Trust Consultant shall have the power to appoint a Successor Trustee as provided above. In the event she shall fail to appoint a Successor Trustee, then a majority of the Adult Beneficiaries may appoint a banking institution or trust company to so serve. At all times at least one Trustee serving shall be a Nevada Trustee, as defined in Section 10.12 below, unless the Trustees shall choose to administer the Trust under a jurisdiction outside the State of Nevada, as allowed pursuant to Section 12.1 below.

11.4 Resignation Of Trustee and Accounting. Any Trustee named herein, and any Successor Trustees, shall have the right to resign at any time by rendering a proper accounting and by giving ninety (90) days written notice to the Trustor, during her lifetime, or to the Beneficiaries after the death of the Trustor.

11.5 Liability Of Successor Trustee. No Successor Trustee shall be liable for the acts, omissions, or default of the prior Trustees. Unless requested in writing by an adult beneficiary of a Trust hereunder within sixty (60) days of appointment, no Successor Trustee shall have any duty to audit or investigate the accounts or administration of any such Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

11.6 Acceptance By Trustee. A Trustee shall become Trustee or Co-Trustee jointly with any remaining or surviving Co-Trustees, and assume the duties thereof, immediately upon delivery of written acceptance to the Trustor, during her lifetime and thereafter to any Trustees hereunder, or to any beneficiary hereunder, if for any reason there shall be no Trustee then serving, without the necessity of any other act, conveyance, or transfer.

11.7 Majority. Subject to any limitations stated elsewhere in this Trust Indenture, all decisions affecting any of the Trust estate shall be made in the following manner: While three or more Investment Trustees are in office, the determination of a majority shall be binding. If

only one or two Investment Trustees are in office, they must act unanimously. While three or more Distribution Trustees are in office, the determination of a majority shall be binding. If only one or two Distributions Trustees are in office, they must act unanimously.

11.8 **Expenses and Fees.** Any Trustee, while serving hereunder, shall be entitled to be reimbursed for expenses incurred on behalf of the Trust and to reasonable compensation for services rendered on behalf of the Trust. In no event, however, shall the fees exceed those fees that would have been charged by state or federal banks in the jurisdiction in which the Trust is being governed.

11.9 **Acknowledgment By Trustee of Trust Property.** The Investment Trustee hereby acknowledges receipt of, and accepts the property and the Trusts created hereunder on the terms and conditions stated and agree to care for, manage and control the same in accordance with directions herein specified; to furnish the Trustor and the Distribution Trustee no more frequently than annually if requested to do so, in writing, a statement showing the condition of the respective Trust properties, the character and amounts of the investments and liabilities and the receipts, expenses and disbursements since the last previous statement. The books of account of the Investment Trustee in connection with the investment and the books of account of the Distribution Trustee shall at all times be open to the reasonable inspection of the Trustor while living and to the other beneficiaries after the death of the Trustor, or her duly qualified representatives and such person or persons as she may designate for that purpose.

11.10 **Trustee Actions.** Any Trustee may freely act under all or any of the powers of this agreement given to the Trustee in all matters concerning the Trust, after forming judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the Trust and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interested herein (subject to the Trustor's veto power granted pursuant to Section 3.2 above and subject to the distribution authorizations as provided for in Section 3.3 above), or the consent or approval of any court, and notwithstanding that the Trustee may also be acting individually, or as Trustee of other Trusts, or as agents of other persons or corporations interested in the same matters, or may be interested in connection with the same matters as stockholders, directors or otherwise; provided, however, that the Trustee shall exercise such powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries hereunder.

11.11 **Bond**. No bond shall ever be required of any Trustee hereunder, unless requested by the Trustor or, following the death or incapacity of the Trustor, a majority of the beneficiaries hereunder, in which event the Trust estate shall pay for such bond or shall reimburse the Trustee for any payment made by the Trustee for a bond.

11.12 **Nevada Trustee**. A Nevada Trustee is a person who/which is either (a) a natural person who resides in or is domiciled in the State of Nevada, or (b) a bank or trust company organized under federal law or under the laws of the State of Nevada or another state which maintains an office in the State of Nevada for the transactions of business. "Nevada Trustee" is also defined to include any person which qualifies as a Nevada Trustee pursuant to Nevada Revised Statutes Chapter 166.

11.13 **Distribution Trustee**. Any Trustee designated as a Distribution Trustee shall only be allowed to exercise discretion over distributions of the Trust estate. Said Trustee shall not be responsible for investment decisions for the Trust or for reporting, accounting or tax filings of the Trust. The Investment Trustee, by accepting such Trusteeship, agrees to indemnify and hold harmless the Distribution Trustee for all actions made by the Distribution Trustee in its capacity as Distribution Trustee, except for willful misconduct or actions of gross negligence.

11.14 **Investment Trustee**. The Investment Trustee(s) shall at all times have the exclusive custody of the entire Trust estate and shall be the legal owner of the Trust estate. The title to Trust properties need not include the name of the Distribution Trustee, and all Trustee powers, as set forth in Section 11.1 below, may be effected under the sole and exclusive control of the Investment Trustees, subject to the requirements for authorization of distributions to Trustor as set forth in Section 3.3 above.

ARTICLE XII

TRUSTEE POWERS AND LIMITATIONS

12.1 **Trustee's Powers**. No Trustee shall be liable to any beneficiary or heir of the Trustor for the Trustee's acts or failure to act, except for willful misconduct or gross negligence.

The Investment Trustee shall have the following powers, all of which are to be exercised in a fiduciary capacity:

- (a) To register any securities or other property held hereunder in the name of Investment Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held

hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of her respective funds.

- (b) To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as she may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (d) To borrow money, mortgage, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of her discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of Trust funds.
- (f) To invest and reinvest in her absolute discretion, and she shall not be restricted in her choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any actions and proceedings.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.
- (j) Except as limited in Section 3.3 above, to partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the Trusts.
- (k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.

- (l) Except as limited by Section 3.3 above, to make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustee, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financial institution and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.
- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) Except as limited to by Section 3.3 above, to make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustees make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) Except as limited by Section 3.3 above, the powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustee shall not limit her general powers, subject always to the discharge of her fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- (t) To invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option

agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.

- (u) To sell any property in the Trust estate, with or without notice, at public or private sale and upon such terms as the Trustee deems best, without appraisal or approval of court.
- (v) To invest and reinvest principal and income in such securities and properties as the Trustee shall determine. The Trustee is authorized to acquire, for cash or on credit (including margin accounts), every kind of property, real, personal or mixed, and every kind of investment (whether or not unproductive, speculative, or unusual in size or concentration), specifically including, but not by way of limitation, corporate or governmental obligations of every kind and stocks, preferred or common, of both domestic and foreign corporations, shares or interests in any unincorporated association, Trust, or investment company, including property in which the Trustee is personally interested or in which the Trustee owns an undivided interest in any other Trust capacity.
- (w) To deposit Trust funds in commercial savings or savings bank accounts in unlimited amounts for an unlimited period of time, with or without interest and subject to such restrictions upon withdrawal as the Trustee shall agree; any Trustee may sign on such account without any Trustee co-signature unless the signature card shall provide otherwise.
- (x) To borrow money for any Trust purpose upon such terms and conditions as may be determined by the Trustee, and to obligate the Trust estate for the repayment thereof; to encumber the Trust estate or any part thereof by mortgage, deed of trust, pledge or otherwise, for a term within or extending beyond the term of the Trust.
- (y) To grant options and rights of first refusal involving the sale or lease of any Trust asset and to sell upon deferred payments, or to acquire options and rights of first refusal for the purchase or lease of any asset, to purchase notes or accounts receivable whether secured or unsecured.
- (z) To employ and compensate, out of the principal or income or both, as the Trustee shall determine, such agents, persons, corporations or associations, including accountants, brokers, attorneys, tax specialists, certified financial planners, realtors, and other assistants and advisors deemed needful by the Trustees even if they are associated with a Trustee, for the proper settlement, investment and overall financial planning and administration of the trusts; and to do so without liability for any neglect, omission, misconduct, or default of any such person or professional representative provided such person was selected and retained with reasonable care.

business enterprises) by hazardous substances, or involving compliance with environmental laws. In particular, the Trustee may:

- (1) Inspect and monitor trust property periodically, as necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;
 - (2) Respond (or take any other action necessary to prevent, abate or "clean up") as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;
 - (3) Settle or compromise at any time any claim against the Trust related to any such matter asserted by any governmental body or private party;
 - (4) Disclaim any power which the Trustee determines may cause it to incur liability as a result of any such matter, whether such power is set forth herein, or granted or implied by any statute or rule of law.
- (ff) The Trustee shall not be personally liable to any beneficiary or other party interested in the Trust, or to any third parties, for any claim against the Trust for the diminution in value of Trust property resulting from such matters, including any reporting of or response to (1) the contamination of Trust property by hazardous substances; or (2) violations of any environmental laws related to the Trust; provided that the Trustee shall not be excused from liability for her, his or their own negligence or wrongful willful act.
- (gg) When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s) or regulation(s) relating to the protection of the environmental or human health ("environmental law(s)").
- (hh) Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee pursuant to any federal, state or local statute or regulation relating to clean up or management of hazardous substances.

12.2 **Powers of Distribution Trustee.** The Distribution Trustee shall have the power to authorize distributions of principal and/or income to the beneficiaries hereunder at times and in amounts as determined in the sole discretion of the Distribution Trustee, subject only to the veto power vested in the Trustor, according to the standards set forth in Section 3.1 above.

Upon the death of the Trustor, the Successor Investment Trustee shall distribute the Trust estate as required pursuant to a duly exercised power of appointment, if any, and as otherwise provided pursuant to Article IV with respect to any of the Trust estate not so appointed by the Trustor.

12.3 **"Prudent Person" Rule.** In addition to the investment powers conferred above, the Trustees are authorized (but are not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden by the "prudent person" rule. The Trustee may, in the Trustee's sole discretion, invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, corporations, mutual funds, or any other form of participation or ownership whatsoever. In making investments, the Trustee may disregard all of the following factors:

- (a) Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.
- (b) Whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty or impartiality as to the different beneficiaries. The Trustor intends no such duty shall exist.
- (c) Whether the trust is diversified. The Trustor intends no duty to diversity shall exist.
- (d) Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire trust may be so invested. The Trustor intends the Trustees to have sole discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The Trustor's purpose in granting the foregoing authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustees shall not be liable for any loss in value of an investment merely because of the nature of the investment or the degree of risk presented by the investment, but shall be liable if the Trustees' procedures in selecting and monitoring the investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

12.4 Permitted Methods of Distribution.

- (a) With respect to any sum or property, whether income or principal, which is required or permitted to be distributed out of any trust hereunder to or for the benefit of any person, whether or not such person is, at the time, a minor and whether or not the Trustees of such trust determine such person to be under any disability preventing such person from acting properly on such person's own behalf (irrespective of whether legally so adjudicated), such Trustees may make distribution or the same in any one or more of the following ways as such Trustee, from time to time, in her sole discretion, shall deem to be most expedient in the best interests of such person; namely, by paying, distributing or applying the same to:
- (1) Such person directly;
 - (2) The duly appointed conservator, guardian or committee for such person, if any;
 - (3) An apparently qualified individual (other than any donor to such trust) or bank who, in taking the same "as custodian for" such person under the appropriate state's Uniform Transfers to Minors Act, indicates that such sum or property will be treated in all respects as "custodial property" for the benefit of such person in accordance with the provisions of such act of such state (whether or not such act permits custodial property of such an origin) or other uniform gifts to minors or similar act in that state;
 - (4) The parent, spouse or other individual having the care and custody of such person (other than any donor to such trust) who, as such person's natural guardian, shall agree to preserve the same for the immediate or ultimate benefit of such person (or such person's estate), but who shall not be obligated to qualify as a legal guardian or account to any probate court therefor;
 - (5) The Trustee or Trustees of any trust, all of the assets of which are then fully and unqualifiedly withdrawable by such person;
 - (6) The direct payment of any educational, medical or other property expense of such person (or any person to whose support or education such person would, in such Trustee's reasonable judgment, normally be expected to contribute), including expenses, such as taxes, repairs, etc., reasonably appropriate to preserving any assets belonging to such person, as long as such expense is not the legal obligation of any other person;
 - (7) The purchase of stocks, bonds, insurance (the term "purchase" shall include any premium payment), or other properties of any kind, the ownership of which is registered in the sole name of such person; or

- (8) The making of a deposit into a bank, savings and loan association, brokerage or other similar account in the sole name of such person, provided that distribution shall be made in the manner described in subparagraphs (3) and (4) above only if legally enforceable indemnification in favor of such person is received against anyone other than such person (or such person's estate) benefitting thereby (even through the discharge of an obligation to support such person). The receipt of or evidence of any such payment, distribution or application shall be a complete discharge and acquittance of such Trustee to the extent of such payment, distribution or application and, except for enforcement of any above described indemnification, such Trustee shall have no duty to see to the actual application of amounts so paid or distributed to others.
- (b) Notwithstanding the foregoing, however, where distributions are required to be made to or for the "direct" benefit of a person, only distributions made in the manner described in subparagraphs (1), (5), (6) (except for its parenthetical provision), (7) or (8) above shall be considered to have been made for the "direct" benefit of such person.

12.5 **Compensation of Trustees.** All Trustees may receive reasonable compensation for services rendered hereunder, plus extraordinary fees, if applicable, determined annually. Each separate Trust hereunder shall be chargeable with and may pay without application to any court:

- (a) The reasonable expenses of its Trustee(s) in the administration of such Trust, including the fees and expenses of such agents, attorneys, accountants and advisors as such Trustee(s) may employ in the administration of such Trust.
- (b) Compensation for a Corporate Trustee's services in the amount and at the time specified in its Schedule of Fees and Charges established from time to time for the administration of trusts of a character similar to the trust being administered and in effect when such compensation is payable.
- (c) Reasonable compensation for the services rendered and responsibilities assumed by each of such Trustee(s) in the administration of such Trust to be paid at reasonable intervals as incurred, with commencement and termination fees permitted only if agreed to by all of the Trustee(s) of such Trust in a written instrument approved by the Beneficiary of such Trust.
- (d) The employment of a person or firm and the payment of fees under Paragraph (a) above is specifically authorized notwithstanding the fact the person or firm so employed may be a Trustee or affiliated in business with any Trustee hereunder, provided the fees for the services rendered and responsibilities assumed in each capacity are reasonable and not duplicative.

12.6 **Power to Appoint Agent.** The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists, and other agents against the Trust, including any other related expenses.

12.7 **Broad Powers Of Distribution.** After the death of the Trustor, upon any division or partial or final distribution of the Trust estate, the successor Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee, in the Trustee's discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust estate, the Trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in the Trustee's discretion, make non pro rata divisions between Trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in his or her discretion, and no adjustment need be made to compensate for any difference in basis.

12.8 **Trustees' Liability.** Except for the Trustees' own intentional and malicious breach of trust, bad faith, or gross negligence, the Trustees shall not be liable for any act, omission, loss, damage, or expense arising from the performance of the Trustees' duties under this Trust Agreement. The Trustees shall not be liable for making any investments or purchases on behalf of the Trust, nor shall the Trustees be required in any way to diversify investments nor shall the Trustees in any way be required to sell or otherwise dispose of speculative or non-productive property or assets owned or acquired by the Trust.

12.9 **Indemnity.** The Trustees shall, from the Trust assets, both principal and income, be indemnified and held harmless from and against any and all loss, cost, expense, and damage (including any attorney's fees) incurred by the Trustees arising out of or in any way connected

with this Trust, the administration thereof, or related to any assets contained herein or for any other reason whatsoever.

12.10 **Corporate Trustee.** While there is a corporate Trustee acting, it shall have custody of all assets, books of account and records.

12.11 **Nondisclosure.** Trustees shall be under no obligation to disclose the contents of the Trust estate to anyone other than as may be required by law or lawful court order or as required pursuant to Section 11.9 above. Additionally, Trustee shall be under no obligation to disclose the assets, investments, business, or affairs of this Trust. Furthermore, Trustees, when convenient or necessary, may give an abbreviated version of the Trust Agreement and/or a written memorandum of the pertinent provisions of this Trust to those persons needing such, so as to, for instance, open bank accounts, stock brokerage accounts, etc. or to title companies to show authority for Trustees to sell or purchase real estate.

12.12 **Undivided Interests.** The principal of the trusts created by this Trust Agreement may consist of undivided interests in the same property, and the Trustees may administer such trusts as one fund. The Trustees shall make a separate account for each of the separate trusts created under this Trust Agreement, but all of such trusts may be administered as a single fund. Joint investments or interests in investments may be assigned to such trusts, with each trust being credited with an undivided interest in all joint investments in the proportion which is assigned to it or in the proportion which its contribution to such investment bears to the whole.

12.13 **Separate Property.** Any property held in trust and any income earned by the trusts created hereunder shall be the separate property (in distinction with community property, joint tenancy property, tenancy in common, marital property, quasi-community property or tenancy by the entirety) of the beneficiaries of such trusts. Additionally, any distribution to or for the benefit of any beneficiary shall be and remain the sole and separate property and estate of the beneficiaries.

ARTICLE XIII

GENERAL PROVISIONS

13.1 **Controlling Law.** This Trust Indenture is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada; provided, however, the Trustees shall have the discretion, exercisable at any later time and from time to time, to administer any trust created hereunder pursuant to the laws of any jurisdiction in which

the Trustees, or any of them, may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustees exercise the discretion, as above provided, this Trust Indenture shall be administered from that time forth by the laws of the other state or jurisdiction.

13.2 **Spendthrift Provision.** No property (income or principal) distributable under this Trust Agreement, whether pursuant to Articles III, IV, Article V or otherwise, shall be subject to anticipation or assignment by any beneficiary, or to attachment by or of the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder shall be absolutely and wholly void. No beneficiary or remainderman of any Trust shall have any right or power to sell, transfer, assign, pledge, mortgage, alienate, or hypothecate his or her interest in the principal or income of the Trust estate in any manner whatsoever. To the fullest extent of the law, the interest of each beneficiary and remainderman shall not be subject to the claims of any of his or her creditors or liable to attachment, execution, bankruptcy proceedings, or any other legal process. No beneficiary of any Trust created hereunder shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities, taxes or obligations of such beneficiary or claims of any sort against such beneficiary. The Distribution Trustee shall pay, disburse, and distribute principal and income of any trust only in the manner provided for in this Trust Agreement and will not make any attempted transfer or assignment, whether oral or written, to any appointee beneficiary or remainderman other than as herein provided. All Trusts created by this Trust Agreement shall be spendthrift Trusts as provided by the laws of the State of Nevada and shall be interpreted and operated so as to maintain such trusts as spendthrift trusts. Any beneficiary of any Trust created under this Trust Agreement may renounce or disclaim his or her interest in any Trust created under this Trust Agreement or any special or general power of appointment, in whole or in part, at any time; provided, however, such beneficiary shall not be treated as having died for the purpose of fiduciary appointments made in this Trust Agreement by reason of such disclaimer.

13.3 **Perpetuities Savings Clause.** Unless terminated earlier in accordance with other provisions of this trust, any trust hereby created or created by the exercise of any power

hereunder shall terminate Twenty-one (21) years after the death of the last survivor of the following: (1) the Trustor; (2) all the issue of Trustor who are living at the death of the Trustor; and (3) all named beneficiaries who are living at the death of the Trustor, or upon the expiration of the maximum period authorized by the laws of the State of Nevada or the state by which the trust is then being governed. Upon such termination, the Trust estate, and any accumulations thereon, shall be distributed to those persons and in the same proportions as the income of the trust is then being paid.

13.4 **No-Contest Provision.** The Trustor specifically desires that this Trust Indenture and these Trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these Trusts or any other person, whether stranger, relative or heir, or any legatee or devisee under the Last Will and Testament of either of the Trustor or the successors-in-interest of any such persons, including Trustor's estate under the intestate laws of the State of Nevada or any other state lawfully or indirectly, singly or in conjunction with another person, seek or establish to assert any claim or claims to the assets of these Trusts established herein, or attack, oppose or seek to set aside the administration and distribution of the Trusts, or to invalidate, impair or set aside its provisions, or to have the same or any part thereof declared null and void or diminished, or to defeat or change any part of the provisions of the Trusts established herein, then in any and all of the abovementioned cases and events, such person or persons shall receive One Dollar (\$1.00), and no more, in lieu of any interest in the assets of the Trusts or interest in income or principal.

13.5 **Provision For Others.** The Trustor has, except as otherwise expressly provided in this Trust Indenture, intentionally and with full knowledge declined to provide for any and all of her heirs or other persons who may claim an interest in her respective estate or in these Trusts.

13.6 **Severability.** In the event any clause, provision or provisions of this Trust Indenture prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

13.7 **Distribution Of Small Trust.** If the Trustees, in the Trustees' absolute discretion, determine that the amount held in Trust is not large enough to be administered in

Trust on an economical basis, then the Trustees may distribute the Trust assets free of Trust to those persons then entitled to receive the same.

13.8 **Headings**. The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Indenture.

13.9 **More Than One Original**. This Trust Indenture may be executed in any number of copies and each shall constitute an original of one and the same instrument.

13.10 **Interpretation**. Whenever it shall be necessary to interpret this Trust, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and the singular.

13.11 **Definitions**. The following words are defined as follows:

- (a) **"Principal" and "Income"**. Except as otherwise specifically provided in this Trust Indenture, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the provisions of Nevada's Revised Uniform Principal and Income Act, as it may be amended from time to time and so long as such Act does not conflict with any provision of this instrument; provided, however, that as used herein, the term "Trust income" for any taxable year shall also include the net amount received in such taxable year for the sale or exchange of capital assets. Notwithstanding such Act, no allowance for depreciation shall be charged against income or net income payable to any beneficiary.
- (b) **"Education"**. Whenever provision is made in this Trust Indenture for payment for the "education" of a beneficiary, the term "education" shall be construed to include technical or trade schooling, college or postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice and in determining payments to be made for such college or post-graduate education, the Trustees shall take into consideration the beneficiary's related living and travelling expenses to the extent that they are reasonable.
- (c) **"Child, Children, Descendants or Issue"**. As used in this instrument, the term "descendants" or "issue" of a person means all of that person's lineal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons, but do not include a step-child or step-grandchild, unless that person is entitled to inherit as a legally adopted person.

13.12 **Court Instructions**. The Trustees may seek the assistance of the Courts in all matters affecting the administration of this Trust or its properties, including advice on the interpretation of the Trust or for settlement of any account by invoking the jurisdiction of any

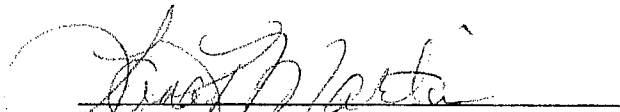
District Court with jurisdiction (including quasi-in-rem jurisdiction) over the Trust, the Trustees, or the Trust res, in a nonadversary ex parte proceeding. The decision of the Court shall be binding upon all interested parties who were given written mailing notice of the proceedings to their last known address.

SIGNED AND SEALED by the Trustor and Trustees on the day and year first above written.

TRUSTOR AND INVESTMENT TRUSTEE:


LYNITA SUE NELSON

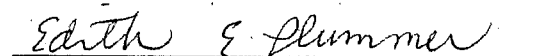
DISTRIBUTION TRUSTEE:

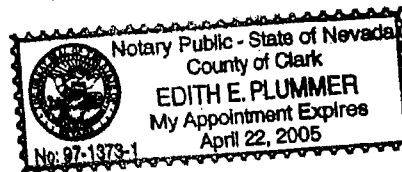

LANA MARTIN

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 30th day of May, 2001, personally appeared before me, a Notary Public in and for said County of Clark, State of Nevada, LYNITA SUE NELSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

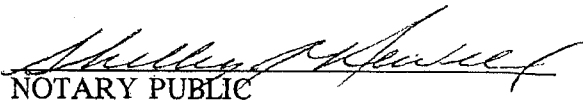

NOTARY PUBLIC



STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

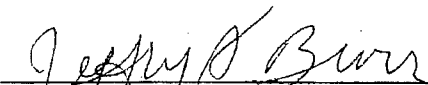
On this 7 day of June, 2001, personally appeared before me, a Notary Public in and for said County of Clark, State of Nevada, LANA MARTIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

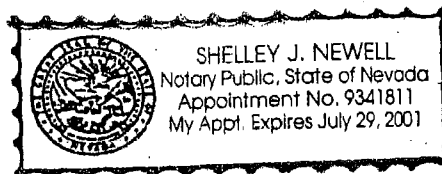
WITNESS my hand and official seal.


NOTARY PUBLIC

APPROVED:

BY:

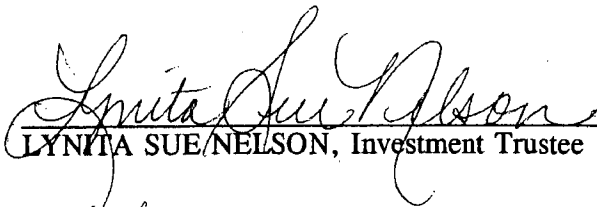

Jeffrey L. Burr, Esq.
4455 South Pecos Road
Las Vegas, Nevada 89121

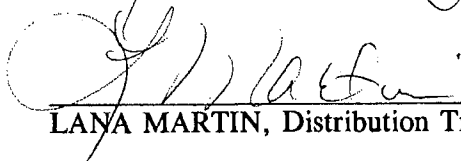


WAIVER OF NOTICE AND CONSENT
TO HOLD ANNUAL/SEMI-ANNUAL
TRUSTEES' MEETING OF
LSN NEVADA TRUST

THE UNDERSIGNED, being all the Trustees of LSN NEVADA TRUST(hereinafter referred to as "the Trust"), by signing this waiver and consent, hereby waive any right to notice of the time and place for holding a Trustees' Meeting, to consider distributions from the Trust and other investment and/or administrative matters relative to the Trust which are set forth in the foregoing minutes, and further ratify, approve, and render valid any irregularity or defect in the Trustees' Meeting.

DATED this 1st day of June, 2001.


LYNITA SUE NELSON, Investment Trustee


LANA MARTIN, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
LSN NEVADA TRUST**

A **MEETING** of the Trustees of LSN NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 3rd day of January, 2002 at the hour of 10:00 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, all business accounts will be converted from the NELSON TRUST to the LSN NEVADA TRUST. All signers on those accounts prior to the change will remain the same. Specifically, the accounts that were formerly NELSON TRUST "DBA" accounts will now be titled as follows:

LSN Nevada Trust DBA High Country Inn

Authorized signers: Lynita Nelson
Lana Martin
Joan Ramos

LSN Nevada Trust DBA Tierra Del Sol

Authorized signers: Lynita Nelson
Lana Martin

LSN Nevada Trust DBA Nelson Professional Plaza

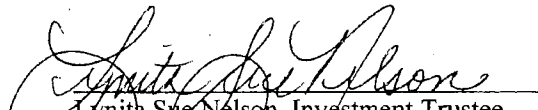
Authorized signers: Lynita Nelson
Lana Martin

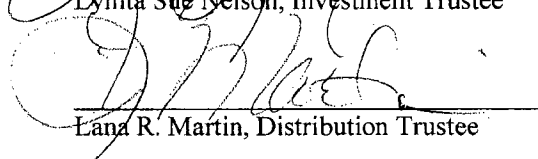
RESOLVED, that all accounts require one signature on all transactions. In addition, all signers are granted authority to perform those tasks necessary to conduct business for these accounts including, but not limited to "online banking".

RESOLVED, the release of income in the amount of \$10,000.00 for the next 12 months to Lynita Nelson, the first payment will be made on the 5th day of January or as soon as reasonably possible.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Lynita Sue Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
LSN NEVADA TRUST**

A MEETING of the Trustees of LSN NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 1st day of April, 2002 at the hour of 10:30 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, loans from the LSN Nevada Trust, Nelson Professional Plaza Account, will be made to the following:

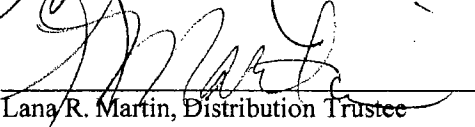
PN Consulting, Inc.- \$172,293.80 at an annual percentage rate of 12%. Principal and interest will be due in full one year from the date the funds are distributed which will be on or about May 28, 2002.

Eric L. Nelson Nevada Trust- \$172,293.80 at an annual percentage rate of 12%. Principal and interest will be due in full one year from the date the total funds are distributed which will be on or about May 28, 2002.

RESOLVED, that a Promissory Note will be signed by each borrower.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 16th Day of January, 2004 at the hour of 2:15pm. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Mississippi properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, 830 Arnold was purchased from EL and took over mortgage

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

**MINUTES OF ANNUAL
TRUSTEES' MEETING OF
LSN NEVADA TRUST**

A MEETING of the Trustees of LSN NEVADA TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 25th day of February, 2004 at the hour of 2:45pm. The following, constituting all the Trustees of the Trust, were present:

JEFFREY BURR, Attorney at Law, BARBARA MORELLI, Legal assistant, ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

Jeffrey Burr presided over the meeting:

During the meeting, the Trustees, along with the other attendees, discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

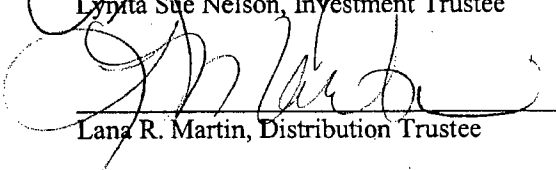
RESOLVED, to ensure that all assets have been properly transferred to the Trust.

RESOLVED, that the Distribution Trustee be, and hereby is, authorized and directed to make distribution of Trust income and/ or principal to Lynita Nelson not to exceed \$20,000 per month including all personal expenses paid by the Trust until the next meeting is held.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Lynita Sue Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
LSN NEVADA TRUST**

A **MEETING** of the Trustees of LSN NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 14th day of April 2004, at the hour of 10:00 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

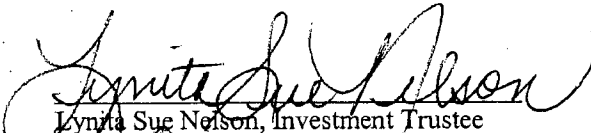
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

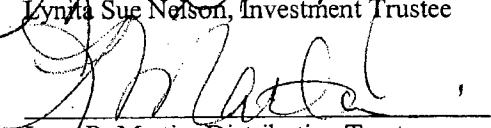
RESOLVED, a loan from the LSN Nevada Trust will be made to Wyoming Downs Rodeo Events, LLC for \$81,000.00 at a rate of 18%APR for six (6) months. Interest only payments will be made monthly on or about the 15th of each month. The principal amount will be due in full on October 15, 2004 unless other arrangements are agreed upon prior to the maturity of the original Promissory Note.

RESOLVED, that a Promissory Note will be signed by the borrower.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Lynita Sue Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
LSN NEVADA TRUST**

A **MEETING** of the Trustees of LSN NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 20th day of May, 2004, at the hour of 10:30 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

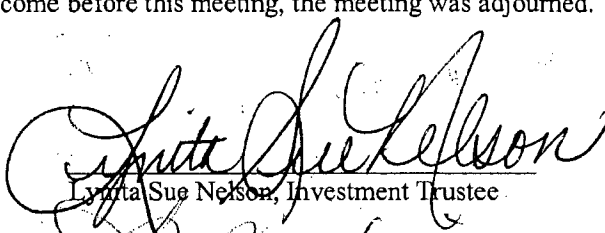
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

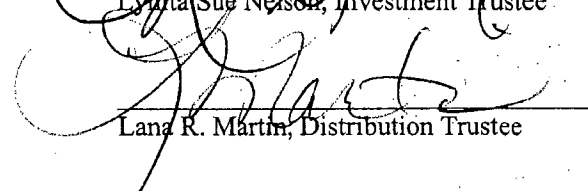
RESOLVED, that LSN Nevada Trust will no longer manage the hotel in Evanston, Wyoming known as the High Country Inn for Grotta Financial Partnership. Payroll for the hotel employees will no longer be paid by Nelson Trust as of the pay period beginning May 24, 2004. Wyoming Horseracing will lease the hotel from Grotta Financial Partnership and manage all operations.

RESOLVED, that Grotta Financial Partnership will begin paying interest on the mortgage carried by LSN Nevada Trust of \$16,375.00 beginning July 1, 2004.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Lynita Sue Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
LSN NEVADA TRUST**

A **MEETING** of the Trustees of LSN NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 20th day of November, 2004 at the hour of 1:35 pm. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, that the Trust will pay approximately \$15,800.00 for snowmobiles to be used at the cabin in Utah.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 12th Day of December, 2004. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Mississippi properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, RV Park purchased from ELN- Trust will be the owner of the park but will conduct business as a dba- Paradise Bay RV Park and has authority to purchase assets and other items to conduct business.

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 17th Day of February, 2005. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE McGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Arizona properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Gateway Acres in Arizona purchased – 77 lots total (some jointly owned w/other parties)

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

**MINUTES OF ANNUAL
TRUSTEES' MEETING OF
LSN NEVADA TRUST**

A MEETING of the Trustees of LSN NEVADA TRUST ("the trust") was held at 3611 S. Lindell Rd., Las Vegas, Nevada, on the 20th day of February, 2005 at the hour of 2:00pm. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE McGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

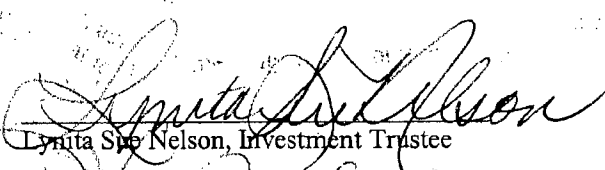
During the meeting, the Trustees, along with the other attendees, discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

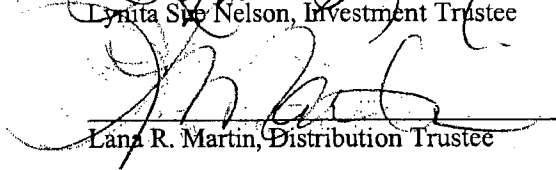
RESOLVED, to ensure that all assets have been properly transferred to the Trust.

RESOLVED, that the Distribution Trustee be, and hereby is, authorized and directed to make distribution of Trust income and/ or principal to Lynita Nelson not to exceed \$20,000 per month including all personal expenses paid by the Trust until the next meeting is held.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Lynita Sue Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 25th Day of May, 2005. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Arizona properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Gateway Acres in Arizona purchased -39 total lots (some jointly owned)

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 15th Day of June, 2005. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Mississippi properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Purchased new MS land only

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 3rd Day of August, 2005. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Mississippi properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, All Mississippi properties destroyed in Hurricane Katrina- lost all houses – only land remains.

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 12th Day of August, 2005. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Arizona properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Sold Tierra Del Sol Shopping center in Arizona along w/ all assests and depts.. 3.5 million note carried back @ 5% interest and buyer will make interest only payments until paid in full – due with in 12 months.

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 8th Day of November, 2005. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE McGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Mississippi properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Purchased new Mississippi land only

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 10th Day of May, 2006. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Arizona properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Sold 2 lots in the Gateway Acres Az Properties

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 8th Day of July , 2007. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Arizona properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Sold Indian School Condo in Arizona

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 28th Day of August, 2006. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Mellon account. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, 3.5 Million note paid off and wired to LSN NV Trust Mellon Bank Account – will make monthly disbursements to LSN out of that account.

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 15th Day of October, 2006. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE McGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Arizona properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Paid off 830 Arnold Avenue Property

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 5th Day of November, 2006. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Wyoming properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Loan for \$12,937.00 to Wyoming Horseracing at 6% interest to be paid back within 12 months

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 22nd Day of November, 2006. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising Wyoming properties. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, WYHR paid remaining amount due on \$12,937.00 note dated 11/15/05 to LSN by exchanging a Gravel Pit Bond in the amount of 11,700.00 that will accrue annual interest on bond

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 22nd Day of February, 2007. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE McGOWAN, Accounting/Property Manager LSN Nevada Trust, NOLA HARBER (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters revising distribution trustee. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, Nola Harber selected to replace Lana Martin as the "Distribution Trustee" for the LSN Nevada Trust

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Nola Harber, Distribution Trustee

MINUTES OF ANNUAL TRUSTEES' MEETING OF LSN NEVADA TRUST

A Meeting of the Trustees of LSN TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 21st Day of March, 2007 at the hour of 2:15pm. The following, constituting all the Trustees of the Trust, were present:

ROCHELLE MCGOWAN, Accounting/Property Manager LSN Nevada Trust, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and LYNITA SUE NELSON (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters As a result of meeting, the Trustees resolved to do the following:

RESOLVED, The deeds to the Utah land were adjusted to reflect a 50 /50 ownership by the LSN Trust and Eric L. Nelson Trust as well as redistribution of the properties with Paul and Nola Harber. The deeds were recorded and are attached to this document.

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Lynita Sue Nelson, Investment Trustee

Nola Harber, Distribution Trustee

**MINUTES OF ANNUAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 3rd day of July, 2001 at the hour of 11:00 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

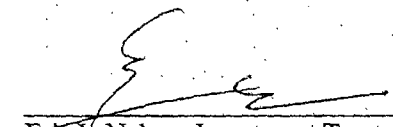
RESOLVED, that all eligible assets currently held in the Eric L. Nelson Separate Property Trust and Eric Nelson be transferred to the Eric L. Nelson Nevada Trust.

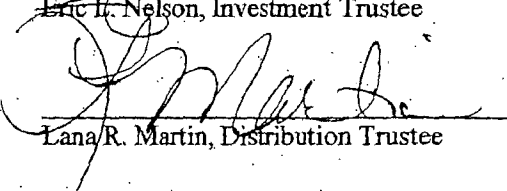
RESOLVED, that the Investment Trustee and/or the Distribution Trustee are authorized to collect rents and pay all expenses associated with the 39th Avenue warehouse property and all properties transferred to the Trust.

RESOLVED, that the Distribution Trustee be, and hereby is, authorized and directed to make distribution of Trust income in the amount of \$5,000 per month to Eric L. Nelson as soon as is reasonably possible.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 31st day of August, 2001 at the hour of 1:00 pm. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

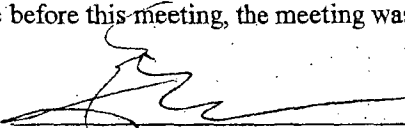
The Investment Trustee presided over the meeting:

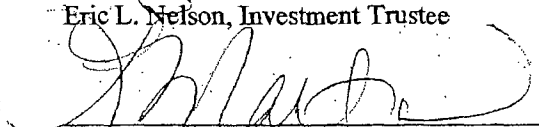
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, A loan from LSN Nevada Trust to the Eric L. Nelson Nevada Trust was approved in the amount of \$440,000.00 at 15% due on or before January 1, 2002 for the purpose of investing in Viva Gaming Management, Inc., a gaming facility opening in Mexico City, Mexico. In the event of default Eric Nelson has agreed to grant the LSN Nevada Trust stock equivalent to the amount of the note plus interest or all property owned in Hancock County, Mississippi by Lucky, Lucky, Lucky, Inc. in which Eric Nelson is the sole shareholder and officer.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 30th day of November, 2001 at the hour of 10:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

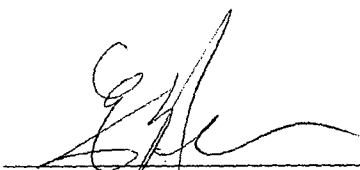
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

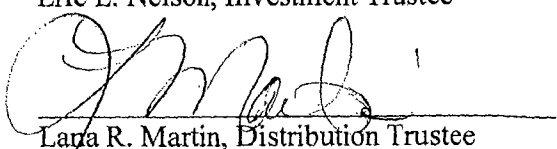
RESOLVED, the Trust will sell the 8.5 acres in Phoenix, Arizona in which it owns 50%.

RESOLVED, the Trust will loan High Country Inn \$25,000 for LSN Nevada Trust for operating costs.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 31st day of December, 2001 at the hour of 12:00 pm. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

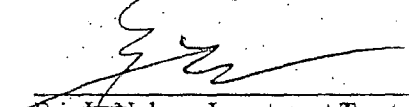
The Investment Trustee presided over the meeting:

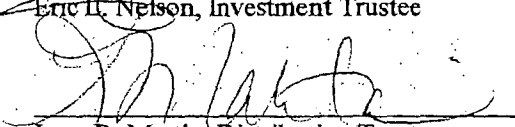
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, The Eric L. Nelson Nevada Trust does not have available funds to pay back the loan granted by LSN Nevada Trust on September 1, 2001 in the amount of \$400,000.00 plus interest. Eric Nelson will deed all property owned in Hancock County, Mississippi by Lucky, Lucky, Lucky, Inc. listed on the Promissory Note to the LSN Nevada Trust as soon as possible.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 3rd day of January, 2002 at the hour of 10:00 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, all business accounts will be converted from the ERIC L. NELSON SEPERATE PROPERTY TRUST to the ERIC L. NELSON NEVADA TRUST. All signers on those accounts prior to the change will remain the same. Specifically, the accounts that were formerly ERIC L. NELSON SEPERATE PROPERTY TRUST "DBA" accounts will now be titled as follows:

ERIC L. NELSON NEVADA TRUST DBA NELSON & ASSOCIATES

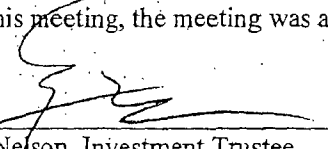
Authorized signers:

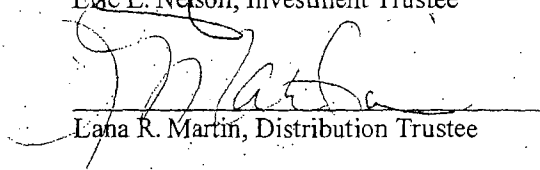
Lana Martin
Eric Nelson

RESOLVED, that all accounts require one signature on all transactions. In addition, all signers are granted authority to perform those tasks necessary to conduct business for these accounts including, but not limited to "online banking".

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 3rd day of April, 2002 at the hour of 10:00 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

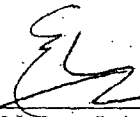
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

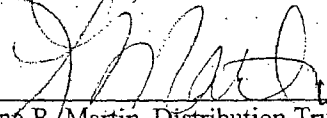
RESOLVED, a loan will be made to PN Consulting, Inc. on May 30, 2002 in the amount of \$192,949.91. The annual interest rate on this loan will be 12% and all interest and principle will be due in full on May 30, 2003.

RESOLVED, that a Promissory Note will be signed by the borrower.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 15th day of May 2002 at the hour of 9:00 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

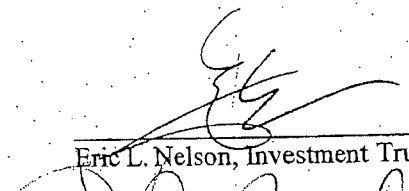
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

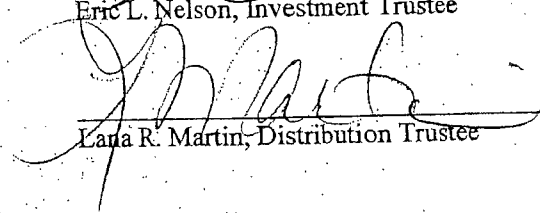
RESOLVED, the Trust will invest approximately \$450,000.00 in Cleopatra Downs for the fees and costs associated with opening the racetrack and OTB in Spokane, Washington.

RESOLVED, that the Trust should begin receiving income within one year.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

RAPP0575

DEF008544

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 20th day of May, 2002 at the hour of 9:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

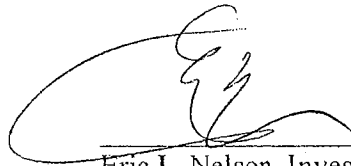
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

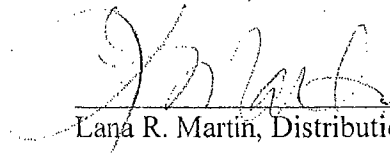
RESOLVED, the Trust will be the sole member and Eric Nelson (as Trustee) will be sole manager of Cleopatra's Racetrack and Casino, LLC.

RESOLVED, the Trust will invest \$50,000 for opening expenses.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF ANNUAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 3rd day of July, 2002 at the hour of 2:00 pm. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

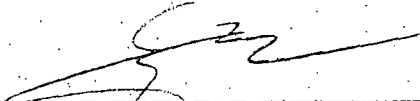
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

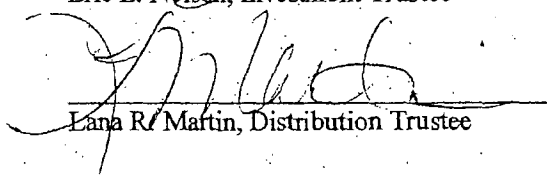
RESOLVED, that the Investment Trustee and/or the Distribution Trustee continue to be authorized to collect rents and pay all expenses associated with the 39th Avenue warehouse property and all properties transferred to the Trust.

RESOLVED, that the Distribution Trustee be, and hereby is, authorized and directed to make distribution of Trust income in the amount of \$5,000 per month to Eric L. Nelson as soon as is reasonably possible.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 23rd day of December 2002 at the hour of 10:30 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, loans from the trust, specifically Nelson and Associates account, will be made to the following:

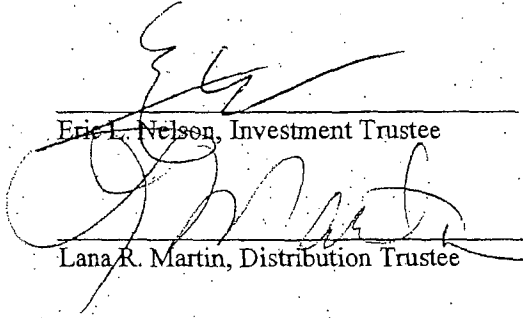
Wyoming Horseracing Inc.- increase current loan by \$3,592.50 to bring current balance owed to \$19,949.00 to be paid back as soon as funds are available plus interest of 10%.

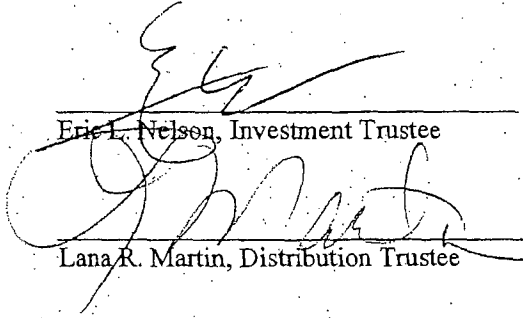
Bobby Deborde- \$2,000.00 to be paid in full in 6 months plus 10% interest.

RESOLVED, that a Promissory Note will be signed by each borrower.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 20th day of February, 2003 at the hour of 10:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

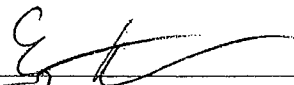
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

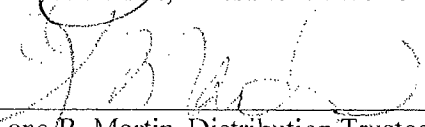
RESOLVED, the Trust will loan Cleopatra Gaming \$50,000 for operation of casinos in Washington.

RESOLVED, the Trust will be reimbursed with operating income as soon as reasonably possible.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 20th day of September, 2003 at the hour of 11:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

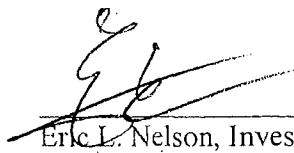
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

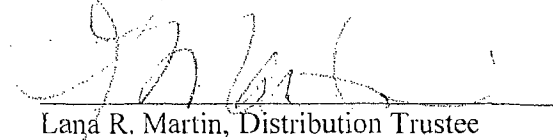
RESOLVED, the Trust will buy a building for Off Track Betting in Cheyenne, Wyoming.

RESOLVED, the Mortgage on the property will be approximately \$575,000 and be in the name of Pony Up Bet.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 15th day of December, 2003 at the hour of 9:00 am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

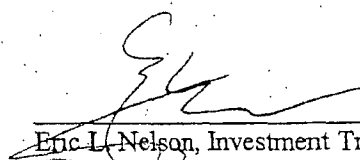
The Investment Trustee presided over the meeting:

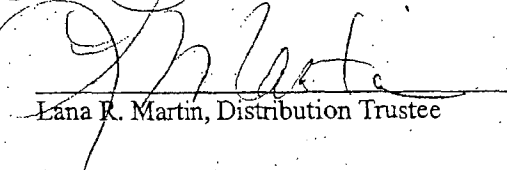
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the assets of Dynasty Limited, a Mississippi Corporation, be transferred to the Trust and the corporation be closed as of December 31, 2003. The "Elliott land" as outlined by the legal description on the Warranty Deed dated September 19th, 2003, will be transferred to the Trust at the basis price of \$680,423.08. The Trust will relieve Dynasty Limited of the debt owed to the Trust of \$744,005.94. The Trust will also pay the remaining loan payment on the property to the M.E. Elliott Trust of \$60,750.00 plus interest due on or about January 13, 2004.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 5th day of January, 2004 at the hour of 9:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

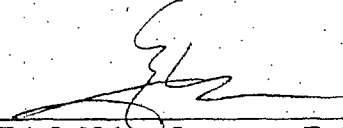
RESOLVED, the Trust will develop an rv park on vacant land (formerly 5323 S. Beach and adjacent vacant land) in Bay St. Louis, Mississippi. The Trust will contribute approximately \$40,000.00 for costs associated with the development of the land.

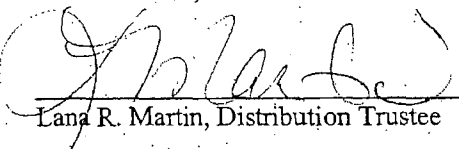
RESOLVED, the Trust will do business as the Bayou Caddy RV Park to collect space rent and pay associated expenses of the rv park.

RESOLVED, the Trust will open a business checking account titled Eric L. Nelson Nevada Trust DBA Bayou Caddy RV Park with Hancock Bank in Bay St. Louis, Mississippi. The signers on the account will be Eric Nelson and Lana Martin.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 10th day of January, 2004 at the hour of 10:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will loan Clarence Nelson \$100,000.00 at an interest rate of 5% APR to be paid in full no later than 90 days from the date of the Note.

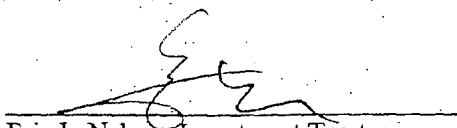
RESOLVED, the Trust will loan Pony Express \$70,000.00 interest free for a maximum of 30 days until their loan is approved and funded for instant racing machines.

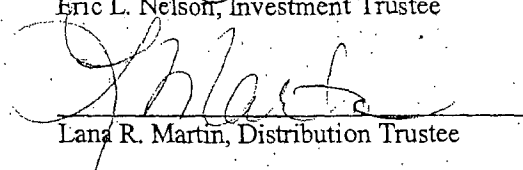
RESOLVED, the Trust will loan funds as needed to Eric Nelson Auctioneering, Inc. to pay attorney's fees and other miscellaneous expenses associated with the auction company until the auction company generates income at which time the Trust will be reimbursed. This loan will total approximately \$50,000.00 in 2004.

RESOLVED, all parties will sign Promissory Notes.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF ANNUAL
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 25th day of February, 2004 at the hour of 2:15 pm. The following, constituting all the Trustees of the Trust, were present:

JEFFREY BURR, Attorney at Law, BARBARA MORELLI, Legal Assistant, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

Jeffrey Burr presided over the meeting:

During the meeting, the Trustees discussed matters with Jeffrey Burr and Barbara Morelli relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, to ensure that all stock and interest in current and future corporations held by Eric L. Nelson have been changed or formed to reflect ownership by the Trust.

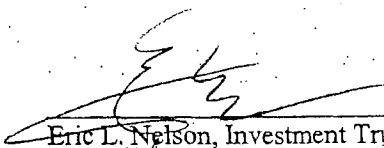
RESOLVED, to ensure that all membership interest in current and future limited liability companies be held by the Trust.

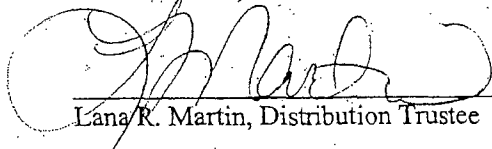
RESOLVED, that the Distribution Trustee be, and hereby is, authorized and directed to make distribution of Trust income and/ or principal to Eric L. Nelson not to exceed \$25,000 per month or \$300,000 per year until the next meeting is held.

RESOLVED, that Annual and Special meetings are being held as instructed by Jeffrey Burr upon the formation of the Trust.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF ANNUAL
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at **4455 S. Pecos Rd., Las Vegas, Nevada**, on the **25th day of February, 2004** at the hour of **2:15 pm**. The following, constituting all the Trustees of the Trust, were present:

JEFFREY BURR, Attorney at Law, BARBARA MORELLI, Legal Assistant, LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

Jeffrey Burr presided over the meeting:

During the meeting, the Trustees discussed matters with Jeffrey Burr and Barbara Morelli relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, to ensure that all stock and interest in current and future corporations held by Eric L. Nelson have been changed or formed to reflect ownership by the Trust.

RESOLVED, to ensure that all membership interest in current and future limited liability companies be held by the Trust.

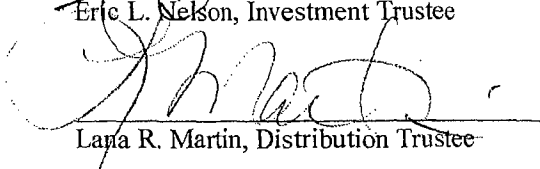
RESOLVED, that the Distribution Trustee be, and hereby is, authorized and directed to make distribution of Trust income and/ or principal to Eric L. Nelson not to exceed \$25,000 per month or \$300,000 per year until the next meeting is held.

RESOLVED, that Annual and Special meetings are being held as instructed by Jeffrey Burr upon the formation of the Trust.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 30th day of April, 2004 at the hour of 9:00am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

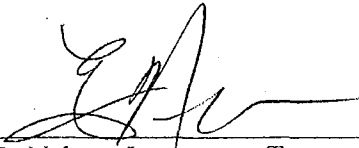
The Investment Trustee presided over the meeting:

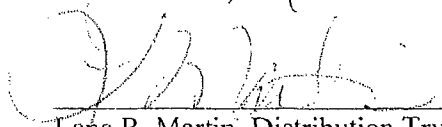
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will convert loans from Phoenix Leisure and Phoenix Leisure stock to the basis in Dynasty Development Group, LLC as part of the new structuring of the investment in Silver Slipper Casino. Loans \$274,508.17, Stock \$321,168.64.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 10th day of May, 2004 at the hour of 10:00am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

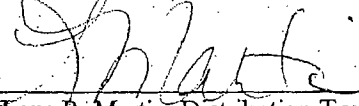
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will loan Dynasty Development Group, LLC. funds as needed to pay expenses relating to the development of the Silver Slipper and Paradise Bay projects. Funds shall not exceed \$100,000 in 2004 and will be repaid in 2005. The Trust is the sole member of this LLC, therefore, these funds will be interest free. The net income derived from the projects will be contributed to the Trust.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 20th day of May, 2004 at the hour of 10:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

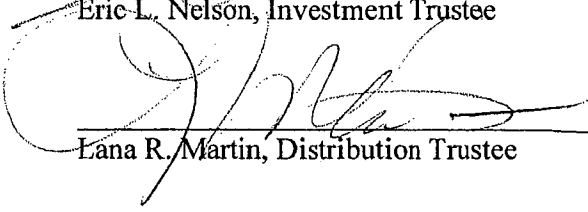
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trustees discussed moving forward with the development of Paradise Bay Mississippi which would require property transfers between the LSN Nevada Trust and the Eric L Nelson Nevada Trust.

RESOLVED, Deeds of Trusts will be completed and filed after the changes are finalized between the Investment Trustees.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee
Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 15th day of October, 2004 at the hour of 9:00am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will sell all of it's interest in Cleopatra's Club, LLC. to Cash Vault, LLC. The sales price will be \$310,000. The terms will be \$250,000 cash at closing with an interest free note due by November 2005.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:

Eric L. Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 20th day of November, 2004 at the hour of 10:00am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

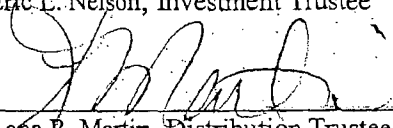
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, that all Mississippi and Las Vegas properties owned by the Trust will be transferred to the LSN Nevada Trust in exchange for final payment due on loans outstanding from 2002 and to level off the Trusts.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF ANNUAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 2nd day of January, 2005 at the hour of 11:00am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will loan Eric Nelson Auctioneering, Inc. funds to pay operating expenses in the event that insufficient income is derived by the corporation in 2005. The loan should not exceed \$30,000, will be interest free, and will be reimbursed when income is earned by the corporation.

RESOLVED, the Trust will loan Dynasty Development Group, LLC. funds needed to operate in 2005 not to exceed \$50,000. The funds will begin to be reimbursed in 2006 when the company receives income from Silver Slipper Casino.

RESOLVED, the Trust will loan Wild Grizzly Casino, LLC funds needed to operate in 2005 not to exceed \$60,000. The funds will be reimbursed in 2006 from income derived from the casino operations.

RESOLVED, the Trust will distribute to Eric Nelson no more that \$50,000 in 2005 for personal expenses. These distributions may come from corporations and/or LLCs in which the Trust is the sole stockholder and sole member.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:

Eric L. Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

**MINUTES OF ANNUAL
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of the ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Rd Suite 201., Las Vegas, Nevada, on the 23rd day of February, 2005 at the hour of 1:00 pm. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

ERIC NELSON presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, to run the day to day operations of the Trust.

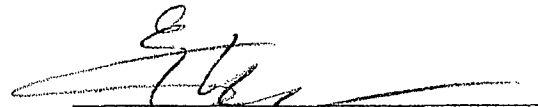
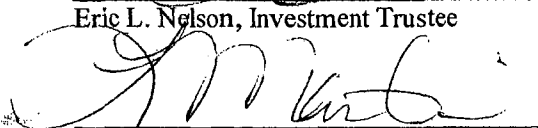
RESOLVED, to ensure that all current and future businesses be held and operated by the Trust.

RESOLVED, that the Distribution Trustee be, and hereby is, authorized and directed to make distribution of Trust income and/ or principal to Eric L. Nelson not to exceed \$25,000 per month or \$300,000 per year until the next meeting is held.

RESOLVED, that Annual and Special meetings are being held as instructed by Jeffrey Burr upon the formation of the Trust.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 5th day of May, 2005 at the hour of 11:15am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will loan Lori Beltz \$170,000 to be repaid with proceeds from the sale of her portion of 39th Avenue property.

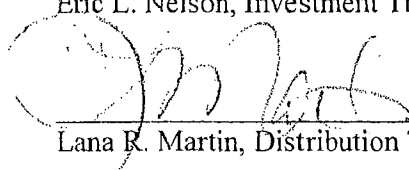
RESOLVED, the Trust will loan LSN Nevada Trust \$175,000.

RESOLVED, Promissory Notes will be signed outlining the terms.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 15th day of May, 2005 at the hour of 9:00am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will loan funds to Hideaway Casino, LLC, a new LLC formed with the Trust as the sole member, to begin a new riverboat project in Greenville, Mississippi. The funds loaned will not exceed \$70,000 in 2005, will be interest free and will be reimbursed to the Trust upon income earned from operations.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:

Eric L. Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 15th day of May, 2005 at the hour of 10:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will loan LSN Nevada Trust \$175,000 for the purchase of vacant lots in Arizona, commonly referred to "Gateway Lots".

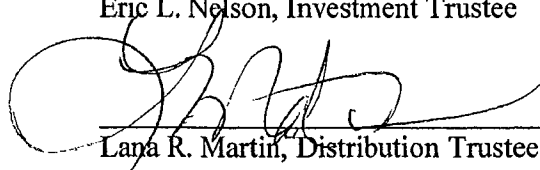
RESOLVED, the loan will be interest free and will be repaid in approximately 6 months.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:



Eric L. Nelson, Investment Trustee



Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 8th day of July, 2005 at the hour of 9:00am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees":

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will sell it's 50% ownership of parcel numbers 107-12-025 and 107-12-026 to Jim Lewis for \$360,000. The close of escrow should be on or about August 15, 2005.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:

Eric L. Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

**MINUTES OF ANNUAL
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of the ERIC L. NELSON NEVADA TRUST ("the trust") was held at **3611 S. Lindell Rd Suite 201., Las Vegas, Nevada**, on the **25th day of February, 2006** at the hour of **10:00 am**. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

ERIC NELSON presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, to run the day to day operations of the Trust and to have occasional Special Meetings as determined by the Trustees.

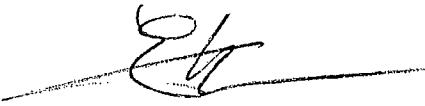
RESOLVED, to ensure that all current and future businesses be held and operated by the Trust.

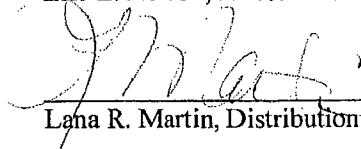
RESOLVED, that the Distribution Trustee be, and hereby is, authorized and directed to make distribution of Trust income and/ or principal to Eric L. Nelson not to exceed \$25,000 per month or \$300,000 per year until the next meeting is held.

RESOLVED, that Annual and Special meetings are being held as instructed by Jeffrey Burr upon the formation of the Trust.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 30th day of August, 2006 at the hour of 10:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will loan Chad Ramos \$9,000.00 at an interest rate of 10% APR to be paid in full no later than 6 months from the date of the Note.

RESOLVED, a Promissory Note will be signed by the borrower.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:

Eric L. Nelson, Investment Trustee

Lana R. Martin, Distribution Trustee

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 19th day of September, 2006 at the hour of 10:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

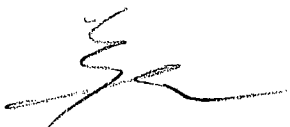
During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

RESOLVED, the Trust will distribute approximately \$25,000 for the 2005 Federal Income Tax Return for Eric and Lynita Nelson.

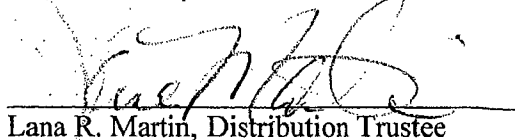
RESOLVED, the Trustees will meet at a later date to determine the income tax filing for 2006.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:



Eric L. Nelson, Investment Trustee



Lana R. Martin, Distribution Trustee

**CHANGE OF DISTRIBUTION TRUSTEESHIP
FOR THE
ERIC L. NELSON NEVADA TRUST**

THIS CHANGE OF DISTRIBUTION TRUSTEESHIP, dated February 22, 2007, is made in accordance with ARTICLE XI, Section 11.3, entitled Trust Consultant, as provided in the Trust Agreement, dated May 30, 2001.

Witnesseth:

WHEREAS, ERIC L. NELSON, as Trustor, established the ERIC L. NELSON NEVADA TRUST on May 30, 2001, wherein ERIC L. NELSON was appointed as the Investment Trustee, LANA MARTIN was appointed as the Distribution Trustee and JEFFREY BURR, LTD., formerly known as JEFFREY L. BURR, LTD., a Nevada corporation, was appointed as Trust Consultant; and

WHEREAS, pursuant to the power reserved to JEFFREY BURR, LTD., as the Trust Consultant, in Section 11.3 of the within referenced Trust Agreement, the Distribution Trustee shall now be changed, such that LANA MARTIN shall cease to serve as the Distribution Trustee of the within referenced Trust Agreement and NOLA HARBER shall now serve as the current Distribution Trustee instead, effective immediately. If NOLA HARBER should become deceased, unable or unwilling to serve as the Successor Distribution Trustee, then CLARENCE NELSON shall serve as the Successor Distribution Trustee in her stead. If CLARENCE NELSON should become deceased, unable or unwilling to serve as Successor Distribution Trustee, then ROBERT MARTIN shall serve as Successor Distribution Trustee.

NOW, THEREFORE by executing this Change of Distribution Trusteeship, the Trust Consultant herewith removes LANA MARTIN as the Distribution Trustee of the within referenced Trust Agreement and appoints NOLA HARBER to serve as the current Distribution Trustee, effective immediately. If NOLA HARBER should become deceased, unable or unwilling to serve as the Successor Distribution Trustee, then CLARENCE NELSON shall serve as the Successor Distribution Trustee in her stead. If CLARENCE NELSON should become deceased, unable or unwilling to serve as Successor

Distribution Trustee, then ROBERT MARTIN shall serve as Successor Distribution Trustee.

THIS CHANGE OF DISTRIBUTION TRUSTEESHIP is accepted, made, and executed by the Trust Consultant on the day and year first above written.

TRUST CONSULTANT:

JEFFREY BURR, LTD.,
a Nevada corporation

BY: _____

JEFFREY L. BURR, ESQ.

ACCEPTANCE BY DISTRIBUTION TRUSTEE

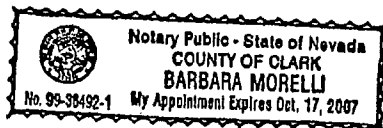
I certify that I have read the foregoing Change of Distribution Trusteeship and the within referenced Declaration of Trust and understand the terms and conditions for my service as Distribution Trustee. I accept the Declaration of Trust in all particulars.

NOLA HARBER

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On February 22nd, 2007, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared JEFFREY BURR, ESQ., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On February 28, 2007, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared NOLA HARBER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




NOTARY PUBLIC

**MINUTES OF ANNUAL
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 23rd day of February, 2007 at the hour of 1:00 pm. The following, constituting all the Trustees of the Trust, were present:

NOLA HARBER (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

Eric Nelson presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

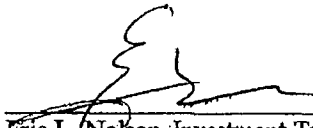
RESOLVED, that Nola Harber will now take over the duties of "Distribution Trustee" from Lana Martin.

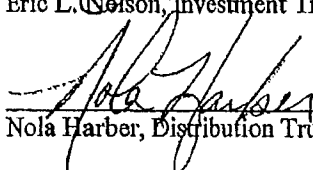
RESOLVED, that the Distribution Trustee be, and hereby is, authorized and directed to make distribution of Trust income and/ or principal to Eric L. Nelson not to exceed \$40,000 per month or \$480,000 per year until the next meeting is held.

RESOLVED, that Annual and Special meetings will be held as instructed by Jeffrey Burr upon the formation of the Trust.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Nola Harber, Distribution Trustee

**MINUTES OF ANNUAL
TRUSTEES' MEETING OF
Eric L. Nelson NEVADA TRUST**

A Meeting of the Trustees of Eric L. Nelson TRUST ("the trust") was held at 4455 S. Pecos Rd., Las Vegas, Nevada, on the 21st Day of March, 2007 at the hour of 2:15pm. The following, constituting all the Trustees of the Trust, were present:

NOLA HARBER, (hereinafter referred to as the "Distribution Trustee") and Eric L. Nelson (hereinafter referred to as the "investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters As a result of meeting, the Trustees resolved to do the following:

RESOLVED, The deeds to the Utah land were adjusted to reflect a 50 /50 ownership by the LSN Trust and Eric L. Nelson Trust as well as redistribution of the properties with Paul and Nola Harber. The deeds were recorded and are attached to this document.

There being no further business to come before this meeting, the meeting, was adjourned.

APPROVED:

Eric L. Nelson, Investment Trustee

Nola Harber, Distribution Trustee

Jan 3, 2008

**MINUTES OF ANNUAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the Jan 3, 2008 at the hour of 10:30 am. The following, constituting all the Trustees of the Trust, were present:

Nola Harber (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following for

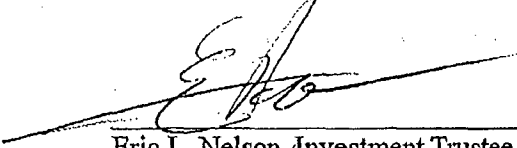
RESOLVED, the Trust will invest in various transactions throughout the year. Meetings with the Trustees will be held when warranted.

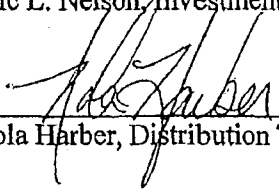
RESOLVED, the Trust may loan funds to individuals during the year. All loans will be secured by a Promissory Note signed by the borrower outlining the terms of the loan.

RESOLVED, the Trust will allow distributions to Eric Nelson of \$40,000 per month or a total of \$480,000 per year. If the distribution amount exceeds \$480,000 per year a special meeting will be held.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Nola Harber, Distribution Trustee

**MINUTES OF ANNUAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the Jan 6, 2009 at the hour of 10:30 am. The following, constituting all the Trustees of the Trust, were present:

Nola Harber (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following for

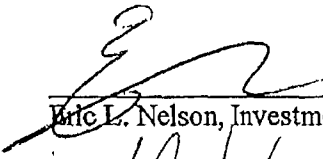
RESOLVED, the Trust will invest in various transactions throughout the year. Meetings with the Trustees will be held when warranted.

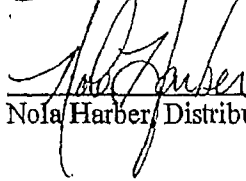
RESOLVED, the Trust may loan funds to individuals during the year. All loans will be secured by a Promissory Note signed by the borrower outlining the terms of the loan.

RESOLVED, the Trust will allow distributions to Eric Nelson of \$40,000 per month or a total of \$480,000 per year. If the distribution amount exceeds \$480,000 per year a special meeting will be held.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Nola Harber, Distribution Trustee

**MINUTES OF ANNUAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the Jan 6, 2010 at the hour of 10:30 am. The following, constituting all the Trustees of the Trust, were present:

Nola Harber (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following for

RESOLVED, the Trust will invest in various transactions throughout the year. Meetings with the Trustees will be held when warranted.

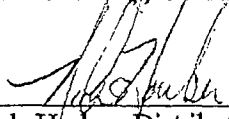
RESOLVED, the Trust may loan funds to individuals during the year. All loans will be secured by a Promissory Note signed by the borrower outlining the terms of the loan.

RESOLVED, the Trust will allow distributions to Eric Nelson of \$40,000 per month or a total of \$480,000 per year. If the distribution amount exceeds \$480,000 per year a special meeting will be held.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Nola Harber, Distribution Trustee

**CHANGE OF TRUSTEESHIP
FOR THE
ERIC L. NELSON NEVADA TRUST**

THIS CHANGE OF TRUSTEESHIP, dated June 8, 2011, is made in accordance with ARTICLE XI, Section 11.3, entitled Trust Consultant, as provided in the Trust Agreement, dated May 30, 2001.

Witnesseth:

WHEREAS, ERIC L. NELSON, as Trustor, established the ERIC L. NELSON NEVADA TRUST on May 30, 2001, wherein ERIC L. NELSON is serving as Investment Trustee, NOLA HARBER is serving as Distribution Trustee and JEFFREY BURR, LTD., formerly known as JEFFREY L. BURR, LTD., a Nevada corporation, is serving as Trust Consultant; and

WHEREAS, pursuant to the power reserved to JEFFREY BURR, LTD., as the Trust Consultant, in Section 11.3 of the within referenced Trust Agreement, it is the Trust Consultant's desire to remove LYNITA SUE NELSON as the first nominated Successor Investment Trustee of the within referenced Trust Agreement and to make other Successor Investment Trustee changes; and

WHEREAS, pursuant to the power reserved to JEFFREY BURR, LTD., as the Trust Consultant, in Section 11.3 of the within referenced Trust Agreement, it is the Trust Consultant's desire to remove NOLA HARBER as current Distribution Trustee of the within referenced Trust Agreement and to make other Distribution Trustee changes.

NOW, THEREFORE by executing this Change of Trusteeship, the Trust Consultant hereby makes the following modifications and changes to the current and successor Trusteeship of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001:

I.

Effective immediately, LYNITA SUE NELSON is hereby removed as the Successor Investment Trustee of the Trust and NOLA HARPER is hereby removed as the current Distribution Trustee of the Trust

II.

ARTICLE 11 – PROVISIONS RELATING TO TRUSTEESHIP. Sections 11.1 and 11.2 of this Article 11 shall be deleted in their entirety and the following shall be inserted in their stead:

“11.1 Investment Trustee and Successor Investment Trustee. ERIC L. NELSON is the current Investment Trustee of this Trust. If he should become deceased, unable or unwilling to serve, NOLA HARBER shall serve as Successor Investment Trustee of this Trust. If NOLA HARBER should become deceased, unable or unwilling to serve, CLARENCE NELSON shall serve as Successor Investment Trustee of this Trust. If CLARENCE NELSON should become deceased, unable or unwilling to serve, ALEDA NELSON shall serve as Successor Investment Trustee of this Trust. Except where specific powers are given to the Distribution Trustee as provided herein, wherever the term “Trustee” is used in this Trust, it shall be deemed to mean the Investment Trustee and Successor Investment Trustees as named above.

11.2 Distribution Trustee and Successor Distribution Trustee. LANA MARTIN is now appointed to serve as the current Distribution Trustee, effective immediately. If LANA MARTIN should become deceased, unable or unwilling to serve as the current Distribution Trustee, NOLA HARBER shall serve as Successor Distribution Trustee of this Trust. If NOLA HARBER should become deceased, unable or unwilling to serve, CLARENCE NELSON shall serve as Successor Distribution Trustee of this Trust. Notwithstanding the foregoing, upon the death of ERIC L. NELSON or in the event that he should cease to serve as the Investment Trustee hereunder, then the Distribution Trustee shall cease to serve and the administration and distribution of the Trust estate shall thereupon be under the exclusive control of the Investment Trustee(s). In no event shall the Trustor serve as a Distribution Trustee.”

III.

THIS CHANGE OF TRUSTEESHIP is made and executed by the Trust Consultant on the day and year first above written.

TRUST CONSULTANT:

JEFFREY BURR, LTD.,
a Nevada corporation

BY:


JEFFREY L. BURR, ESQ.

ACCEPTANCE BY CURRENTLY APPOINTED DISTRIBUTION TRUSTEE

I certify that I have read the foregoing Change of Trusteeship and the within referenced Declaration of Trust and understand the terms and conditions for my service as current Distribution Trustee and I accept the Declaration of Trust in all particulars.


LANA MARTIN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On June 8, 2011, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared JEFFREY BURR, ESQ. of JEFFREY BURR, LTD., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized

capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

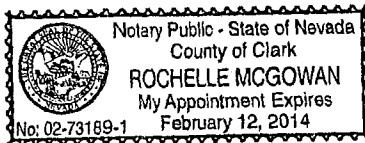


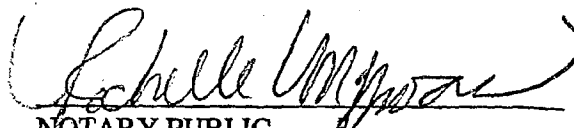

NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On June 8, 2011, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared LANA MARTIN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




NOTARY PUBLIC

**MINUTES OF SPECIAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A **MEETING** of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the 16th day of June, 2011 at the hour of 10:30am. The following, constituting all the Trustees of the Trust, were present:

LANA MARTIN (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following:

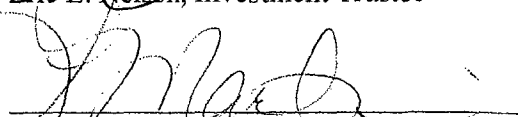
RESOLVED, the Trust will loan Eric Nelson Auctioneering, Inc. \$300,000 to be loaned to the Oasis Baptist Church for leasehold improvements to the Russell Road property.

RESOLVED, the improvements will be to construct classrooms so that the church will not have to lease at another location for the school. This will further ensure that the Church will have funds available to pay the monthly rent payment.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Lana R. Martin, Distribution Trustee

Delegation of Lana A. Martin

Due to the conflict of interest that I, ERIC NELSON, have as Investment Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, pertaining to the claims asserted by LANA MARTIN, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, in Clark County District Court Case No. Case No. D-411537, I hereby authorize and delegate LANA MARTIN to defend, maintain and pursue any and all actions on behalf of the ERIC L. NELSON NEVADA TRUST dated May 30, 2001 in relation to such claims.

Dates this 19 day of August, 2011.

A handwritten signature in black ink, appearing to read 'Eric L. Nelson', is written over a horizontal line.

ERIC L. NELSON, Investment Trustee of the
ERIC L. NELSON NEVADA TRUST dated
May 30, 2001

RPTT
EXEMPT 8

GRANT, BARGAIN, SALE DEED

(1)

THIS INDENTURE WITNESSETH: That ERIC L. NELSON, TRUSTEE and LYNITA SUE NELSON, TRUSTEE of
the ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST u/a/d May 23, 1991

In consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
LYNITA SUE NELSON, TRUSTEE of the NELSON TRUST u/a/d July 13, 1993

all that real property situate in the _____ County of Clark
State of Nevada, bounded and described as follows:

PARCEL I:

The East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of
the Northeast Quarter (NE $\frac{1}{4}$) of Section 19, Township 21 South, Range 60 East, M.D.B.
& M.

(APN: 440-030-011)

PARCEL II:

The West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of
the Northeast Quarter (NE $\frac{1}{4}$) of Section 19, Township 21 South, Range 60 East, M.D.B.
& M.

(APN: 440-030-010)

(W. Flamingo acreage)

SUBJECT TO: 1. Taxes for the fiscal year 19 93 to 94
2. Reservations, restrictions and conditions if any: rights of way and easements either of record or actually existing on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Witness OUR hand, S this 13th day of July, 19 93.

THE ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST u/a/d May 23, 1991

BY: Eric L. Nelson
ERIC L. NELSON, TRUSTEE

BY: Lynita Sue Nelson
LYNITA SUE NELSON, TRUSTEE

STATE OF NEVADA }
County of Clark } N.R.

On 7/13/93 personally appeared before

me, a Notary Public,

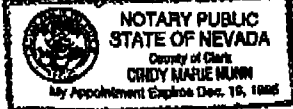
ERIC L. NELSON, TRUSTEE and

LYNITA SUE NELSON, TRUSTEE

known (or proved) to me to be the person S who executed
the foregoing instrument and who acknowledged that the y
executed the above instrument.

WITNESS my hand and official seal.

Chedy Marie Munn
Notary Public in and for said County and State



FORM NO. 432
DOWN PRINTING INC. - (702) 734-0884

ACCOMMODATION ONLY
ESCROW NO. }
ORDER NO. } WITHOUT LIABILITY
WHEN RECORDED MAIL TO: NELSON TRUST,
4285 S. Polaris, Las Vegas, NV 89103

SPACE BELOW FOR RECORDER'S USE ONLY

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
C SHELTON

07-16-93 15:33 SEN
OFFICIAL RECORDS
BOOK: 930716 INST: 01282

FEE: \$.00 RPTT: EX#008

RAP 0614 DEF006153

15
RPTT
EXEMPT 8

GRANT, BARGAIN, SALE DEED

(1)

THIS INDENTURE WITNESSETH: That ERIC L. NELSON, TRUSTEE and LYNITA SUE NELSON, TRUSTEE
of the ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST u/a/d May 23, 1991
In consideration of \$ 10.00, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
LYNITA SUE NELSON, TRUSTEE of the NELSON TRUST u/a/d July 13, 1993

all that real property situate in the _____ County of Clark
State of Nevada, bounded and described as follows:

That portion of the Southeast Quarter (SE4) of the Southeast Quarter
(SE4) of Section 10, Township 21 South, Range 60 East, M.D.B. & M.,
described as follows:

Parcel Three (3) as shown by map thereof in File 46 of Parcel Maps,
Page 43, in the Office of the County Recorder of Clark County, Nevada.

APN: 310-710-073

(commonly known as 7065 Palmyra, Las Vegas, Nevada)

SUBJECT TO: 1. Taxes for the fiscal year 19 93 - 19 94
2. Reservations, restrictions and conditions if any; rights of way and easements either of record or actually existing on said premises.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining.

Witness OUR hand & this 13th day of July, 19 93

THE ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST u/a/d May 23, 1991

BY: [Signature]
Eric L. Nelson, Trustee

BY: [Signature]
Lynita Sue Nelson, Trustee

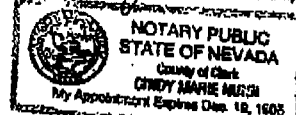
STATE OF NEVADA } ss.
County of Clark
On 7/13/93 personally appeared before

me, a Notary Public,
ERIC L. NELSON, TRUSTEE and
LYNITA SUE NELSON, TRUSTEE

known (or proved) to me to be the persons who executed
the foregoing instrument and who acknowledged that he she
executed the above instrument.

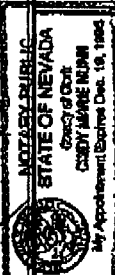
WITNESS my hand and official seal.

[Signature]
Notary Public in and for said County and State



ESCROW NO. _____
ORDER NO. _____
WHEN RECORDED MAP TO: NELSON TRUST, 7065
Palmyra, Las Vegas, NV 89117

SPACE BELOW FOR RECORDER'S USE ONLY



CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
C. SHELTON

07-15-93 15:35 BEN
BOOK: 930715 INST: 01286
FEE: 5.00 RPTT: EX#008

R P Y T

GRANT, BARGAIN, SALE DEED

APN: 100-090-022 & 024

THIS INSTRUMENT WITNESSETH: That ERIC L. NELSON, TRUSTEE and LYNITA SUE NELSON, TRUSTEE of the ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST dated May 23, 1991

in consideration of \$ 10.00, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to ERIC L. NELSON, TRUSTEE of the ERIC L. NELSON SEPARATE PROPERTY TRUST u/a/d July 13, 1993

all that real property situate in the _____ County of Clark

State of Nevada, bounded and described as follows:

PARCEL I:

That portion of the West Half (W $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 12, Township 20 South, Range 61 East, M.D.B. & M., lying Southwesterly of the flood control channel.

EXCEPT the East 25 feet for road purposes.

ALSO EXCEPTING THEREFROM any portion thereof lying within State and County Roads.

PARCEL II:

That portion of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 12, Township 20 South, Range 61 East, M.D.B. & M., lying Southwesterly of the flood control channel.

EXCEPT the West 25 feet, East 25 feet and the South 50 feet for road purposes.

ALSO EXCEPTING THEREFROM any portion thereof lying within State and County Roads.

SUBJECT TO: 1. Taxes for the fiscal year 19 93 - 19 94

2. Reservations, restrictions and conditions if any: rights of way and easements either of record or actually existing on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness OUR hand & this 13th day of July 19 93

ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST dated May 23, 1991

BY: [Signature]
ERIC L. NELSON, TRUSTEE

BY: [Signature]
LYNITA SUE NELSON, TRUSTEE

STATE OF NEVADA }
County of Clark }

On 7/13/93 personally appeared before

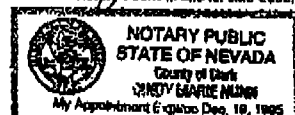
me, a Notary Public,
ERIC L. NELSON, TRUSTEE and

LYNITA SUE NELSON, TRUSTEE

known (or proved) to me to be the person S who executed the foregoing instrument and who acknowledged that they executed the above instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said County and State



ACCOMMODATION ONLY
WITHOUT LIABILITY

ESCROW NO.)
ORDER NO.)

WHEN RECORDED MAIL TO: ERIC L. NELSON,
4285 S. Polaris, Las Vegas, NV 89103

SPACE BELOW FOR RECORDER'S USE ONLY

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
C. SHELTON

07-15-93 15:35 SEN 1
OFFICIAL RECORDS
BOOK: 930716 INBT: 01283

FEE: 5.00 RPT: EX#008

14
Return to Sender
RPTT

EXEMPT B

GRANT, BARGAIN, SALE DEED

APN: SEE EXHIBIT "B"

THIS INDENTURE WITNESSETH: That ERIC L. NELSON, TRUSTEE and LYNITA SUE NELSON, TRUSTEE of the ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST dated May 23, 1991.

In consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to ERIC L. NELSON, TRUSTEE of the ERIC L. NELSON SEPARATE PROPERTY TRUST u/s/d July 13, 1993

all that real property situate in the _____ County of Clark

State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION.

SUBJECT TO: 1. Taxes for the fiscal year 19 93 19 94

2. Reservations, restrictions and conditions if any; rights of way and easements either of record or actually existing on said premises.

Together with all and singular the covenants, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Witness OUR hand S this 13th day of July 1993

ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST dated May 23, 1991

BY: [Signature]
ERIC L. NELSON, TRUSTEE

BY: [Signature]
LYNITA SUE NELSON, TRUSTEE

STATE OF NEVADA

County of Clark

On 7/13/93 personally appeared before

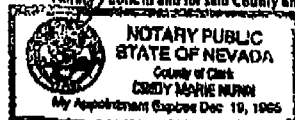
me, a Notary Public,

ERIC L. NELSON, TRUSTEE and

LYNITA SUE NELSON, TRUSTEE

known (or proved) to me to be the person S who executed the foregoing instrument and who acknowledged that they executed the above instrument.

WITNESS my hand and official seal,



ACCOMMODATION ONLY

ESCROW NO. _____
ORDER NO. _____

WITHOUT LIABILITY

WHEN RECORDED MAIL TO: ERIC L. NELSON,
4285 S. Polaris, Las Vegas, NV 89103

SPACE BELOW FOR RECORDER'S USE ONLY

13

Return to:

RPTT
EXEMPT 8

GRANT, BARGAIN, SALE DEED

APN: 010-743-008

139,298.810-020
①

THIS INSTRUMENT WITNESSETH: That ERIC L. NELSON, TRUSTEE and LYNITA SUE NELSON, TRUSTEE of the ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST dated May 23, 1991

in consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to ERIC L. NELSON, TRUSTEE of the ERIC L. NELSON SEPARATE PROPERTY TRUST u/s/d July 13, 1993

all that real property situate in the _____ County of Clark
State of Nevada, bounded and described as follows:

Lot Four (4) in Block One (1) of RANCHO SQUARE, as shown by map thereof on file in Book 5 of Plats, page 60, in the Office of the County Recorder of Clark County, Nevada.

SUBJECT TO: 1. Taxes for the fiscal year 19 93 - 19 94
2. Reservations, restrictions and conditions if any; rights of way and easements either of record or actually existing on said premises.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining.

Witness OUR hand S this 13th day of July 19 93

THE ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST dated May 23, 1991

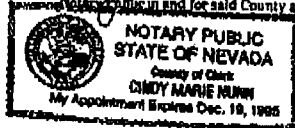
BY: [Signature]
ERIC L. NELSON, TRUSTEE

BY: [Signature]
LYNITA SUE NELSON, TRUSTEE

STATE OF NEVADA } ss.
County of Clark
On 7/13/93 personally appeared before
me, a Notary Public,
ERIC L. NELSON, TRUSTEE and
LYNITA SUE NELSON, TRUSTEE

known (or proved) to me to be the person S who executed
the foregoing instrument and who acknowledged that he y
executed the above instrument.

WITNESS my hand and official seal.
[Signature]
Notary Public in and for said County and State



ACCOMMODATION ONLY
WITHOUT LIABILITY

ESCROW NO. _____
ORDER NO. _____
WHICH IS REFERRED TO: ERIC L. NELSON
4285 S. Polaris, Las Vegas, NV 89103

SPACE BELOW FOR RECORDER'S USE ONLY

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
C SHELTON
07-16-93 15:35 SEN 1
BOOK: 930716 INST: 01284
FEE: 5.00 RPT: EX#008

When recorded, mail to
NELSON TRUST
4285 S. Polaris
Las Vegas, NV 89103

LORI 16 OF 99

STEWART TITLE OF NEVADA
Order No.

WARRANTY DEED

For the consideration of Ten and 00/100 Dollars, and other valuable considerations, I or we,
ERIC NELSON and LYNITA SUE NELSON, husband and wife

do hereby convey to LYNITA SUE NELSON, TRUSTEE of the NELSON TRUST, u/a/d July 13, 1993

the following described real property situate in Maricopa County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION.

APN: 303-63-182

(commonly known as 8558 Indian School #J, Scottsdale, AZ)

NAMES AND ADDRESSES OF BENEFICIARIES OF "NELSON TRUST" ARE:

ERIC L. NELSON
AMANDA NELSON
AUBREY NELSON
ERICA NELSON
7065 Palmyra
Las Vegas, NV 89128

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor^S do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this 13th day of July, 1993.

ERIC NELSON

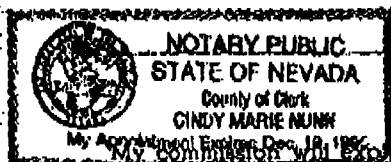
LYNITA SUE NELSON

NEVADA
STATE OF ARIZONA
County of Clark

ss.

This instrument was acknowledged before me this 13th day of July, 1993 by the Grantors

ERIC NELSON and LYNITA SUE NELSON



12/19/95

Cindy Marie Nunn
Notary Public

STATE OF ARIZONA
County of

ss.

This instrument was acknowledged before me this day of by the Grantors

DEF004658
RAP0619

When recorded, mail to
AMERICAN FINANCIAL
4285 S. Polaris
Las Vegas, NV 89103

94/88935
JOHN 1 OF 3

ACCOMMODATION ONLY WITHOUT LIABILITY

Order No.

WARRANTY DEED

For the consideration of Ten and 00/100 Dollars, and other valuable considerations, I or we,
BERKLEY ENTERPRISES, a Nevada General Partnership, as to an undivided 50% interest;
and LYNITA SUE NELSON, TRUSTEE of the NELSON TRUST u/a/d July 13, 1993, as to an un-
divided 50% interest

the GRANTORS

do hereby convey to AMERICAN FINANCIAL, a Nevada Partnership

the following described real property situate in Maricopa

the GRANTEES
County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE AMDE A PART HEREOF FOR LEGAL DES-
CRPTION.

APN: 42-1614-B7

(commonly known as 1618 E. Bell Road, Phoenix, AZ)

NAMES AND ADDRESSES OF BENEFICIARIES OF "NELSON TRUST" ARE:

ERIC L. NELSON
AMANDA NELSON
AUBREY NELSON
ERICA NELSON
7065 Palmyra
Las Vegas, NV 89128

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way,
encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And the Grantor do ES warrant the title against all persons whomsoever. subject to the matters above
set forth.

Dated this 25th day of Janaury, 1994.

BERKLEY ENTERPRISES, a Nevada General Partnership THE NELSON TRUST u/a/d July 13, 1993

BY: William T. Walters
WILLIAM T. WALTERS, General Partner

BY: Lynita Sue Nelson
LYNITA SUE NELSON, TRUSTEE

STATE OF ~~ARIZONA~~ NEVADA This instrument was acknowledged before me this 25th day of

County of CLARK January, 1994 by the Grantors WILLIAM T. WALTERS,
General Partner of BERKLEY ENTERPRISES, a Nevada General Partnership and LYNITA SUE
NELSON, TRUSTEE of the NELSON TRUST u/a/d July 13, 1993


KATHRYN J. COLONE
Notary Public
State of Nevada
Clark County
My commission expires Oct. 21, 1997.

[Signature]
Notary Public

STATE OF ARIZONA

County of

ss.

This instrument was acknowledged before me this

day of

by the Grantors

RAPP0620
DEF006253