

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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4
5 NANYAH VEGAS, LLC, A Nevada limited
6 liability company,

7 Appellant,

8 v.

9 SIG ROGICH aka SIGMUND ROGICH as
10 Trustee of The Rogich Family Irrevocable
11 Trust; ELDORADO HILLS, LLC, a Nevada
12 limited liability company; TELD, LLC, a
13 Nevada limited liability company; PETER
14 ELIADES, individually and as Trustee of the
15 The Eliades Survivor Trust of 10/30/08; and
IMITATIONS, LLC, a Nevada limited liability
company,

16 Respondents.

17 **AND RELATED MATTERS.**

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Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. 79917

Eighth Judicial District Court
Case No. A-13-686303-C

Eighth Judicial District Court
Case No. A-16-746239-C

18
19 **JOINT APPENDIX VOL. 8**

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1	Defendant Eldorado Hills,	9/7/18	14	JA_003358-3364
2	LLC's Motion in Limine to			
3	Preclude Any Evidence or			
4	Argument Regarding an			
5	Alleged Implied-In-Fact			
6	Contract Between Eldorado			
	Hills, LLC and Nanyah			
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7	Defendant Eldorado Hills,	7/22/19	33	JA_007868-7942
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9	with Prejudice Under Rule			
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10	Defendant Eldorado Hills,	6/1/18	8	JA_001850-1861
11	LLC's Motion for Summary			
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12	Defendant Eldorado Hills,	5/22/19	32	JA_007644-7772
13	LLC's Motion for Summary			
	Judgment			
14	Defendant Eldorado Hills,	1/25/19	14-15	JA_003473-3602
15	LLC's Motion to Extend the			
16	Dispositive Motion Deadline			
17	and Motion for Summary			
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18	Defendant Eldorado Hills,	4/9/19	27	JA_006460-6471
19	LLC's Objections to Nanyah			
20	Vegas, LLC's 2 nd			
21	Supplemental Pre-trial			
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22	Defendant Eldorado Hills,	4/9/19	27	JA_006441-6453
23	LLC's Opposition to Nanyah			
24	Vegas, LLC's			
	Counter-motion for NRCP 15			
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1	Defendant Eldorado Hills,	9/19/18	14	JA_003365-3368
2	LLC's Opposition to Nanyah			
3	Vegas, LLC's Motion in			
4	Limine #3: Defendants			
5	Bound by their Answers to			
6	Complaint			
7	Defendant Eldorado Hills,	4/4/19	26	JA_006168-6188
8	LLC's Opposition to Motion			
9	to Reconsider Order on			
10	Nanyah's Motion in Limine			
11	#5: Parol Evidence Rule			
12	Defendant Eldorado Hills,	2/15/19	17	JA_004170-4182
13	LLC's Opposition to Nanyah			
14	Vegas, LLC's Motion for			
15	Summary Judgment			
16	Defendant Eldorado Hills,	3/8/19	23	JA_005618-5623
17	LLC's Opposition to Nanyah			
18	Vegas, LLC's Motion in			
19	Limine #5 re: Parol			
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21	Defendant Eldorado Hills,	3/8/19	23	JA_005624-5630
22	LLC's Opposition to Nanyah			
23	Vegas, LLC's Motion in			
24	Limine #6 re: Date of			
25	Discovery			
26	Defendant Eldorado Hills,	3/20/19	24	JA_005793-5818
	LLC's Opposition to Nanyah			
	Vegas, LLC's Motion to			
	Settle Jury Instructions			
	Based upon the Court's			
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	Judgment			

1	Defendant Eldorado Hills,	7/19/18	13	JA_003083-3114
2	LLC's Reply in Support of			
3	its Motion for Summary			
4	Judgment and Opposition to			
5	Countermotion for Summary			
6	Judgment			
7	Defendant Eldorado Hills,	4/19/19	29	JA_007114-7118
8	LLC's Response to Nanyah			
9	Vegas, LLC's Request for			
10	Judicial Notice and			
11	Application of Law of the			
12	Case Doctrine			
13	Defendant Peter Eliades and	10/17/19	35	JA_008458-8470
14	Teld, LLC's Motion for			
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16	Defendant Sig Rogich,	8/11/14	1-3	JA_000084-517
17	Trustee of the Rogich			
18	Family Irrevocable Trust's			
19	Motion for Partial Summary			
20	Judgment			
21	Defendant the Rogich	5/6/19	30	JA_007219-7228
22	Family Irrevocable Trust's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
27	Defendant The Rogich	5/21/19	31-32	JA_007610-7643
28	Family Irrevocable Trust's			
29	Motion for Attorneys' Fees			
30	and Costs			
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33	Award of Attorneys' Fees			
34	Defendants' Answer to	4/24/17	4	JA_000831-841
35	Complaint			

1	Defendants' First Amended Answer to Complaint	1/23/18	4	JA_000871-880
2				
3	Defendants' Motion in Limine to Preclude Plaintiff Carlos Huerta From Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance	2/25/19	21	JA_005024-5137
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10	Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial	2/25/19	20-21	JA_004792-5023
11				
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13	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief	4/11/18	7	JA_001502-1688
14				
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22	Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment	3/5/18	6	JA_001246-1261
23				
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1 2 3 4 5 6 7 8	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration	6/14/18	11	JA_002570-2572
9 10 11 12 13 14 15	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time	5/11/18	8	JA_001822-1825
16 17 18 19 20 21 22	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Reconsider Order Partially Granting Summary Judgment	6/21/18	12-13	JA_002952-3017

1	Defendants Eldorado Hills,	10/7/19	34	JA_008107-8120
2	LLC, Peter Eliades,			
3	Individually and as Trustee			
4	of the Eliades Survivor Trust			
5	of 10/30/08, and Teld,			
6	LLC's Memorandum of			
7	Costs and Disbursements			
8	Defendants Peter Eliades,	6/1/18	9	JA_002197-2211
9	Individually and as Trustee			
10	of The Eliades Survivor			
11	Trust of 10/30/08, and Teld,			
12	LLC's Motion for Summary			
13	Judgment			
14	Defendants Peter Eliades,	7/19/18	13	JA_003115-3189
15	Individually and as Trustee			
16	of the Eliades Survivor Trust			
17	of 10/30/08, and Teld,			
18	LLC's Reply in Support of			
19	Their Motion for Summary			
20	Judgment and Opposition to			
21	Countermotion for Summary			
22	Judgment			
23	Defendants Peter Eliades,	10/28/19	36-37	JA_008820-8902
24	Individually and as Trustee			
25	of The Eliades Survivor			
26	Trust of 10/30/08, Teld,			
	LLC, and Eldorado Hills,			
	LLC's: (1) Opposition to			
	Nanyah Vegas, LLC's			
	Motion to Retax Costs; and			
	(2) Countermotion to Award			
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1 2 3 4 5 6 7	Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC's Amended Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110	10/7/19	33	JA_008073-8106
8 9 10 11 12 13	Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC's Errata to Amended Memorandum of Costs and disbursements Pursuant to NRS 18.005 and NRS 18.110	10/8/19	35	JA_008407-8422
14 15 16 17	Defendants Sigmund Rogich, Individually and As Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC' Motion for Reconsideration	6/5/18	11	JA_002535-2550
18 19 20 21 22 23 24 25 26	Defendants Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust, Sigmund Rogich, Individually and Imitations, LLC's Omnibus Opposition to (1) Nanyah Vegas LLC's Motion for Summary Judgment and (2) Limited Opposition to Eldorado Hills, LLC's Motion for Summary Judgment	2/18/19	17-19	JA_004183-4582

1 2 3 4 5 6 7	Defendants Sigmund Rogich Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Motion to Reconsider Order Partially Granting Summary Judgment	6/14/18	11	JA_002553-2569
8 9 10 11 12 13	Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah's Motion in Limine #3 re Defendants Bound by their Answers to Complaint	9/28/18	14	JA_003387-3390
14 15 16 17 18 19	Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on OST	5/10/18	8	JA_001783-1790

1	Defendants Sigmund	4/11/18	6-7	JA_001479-1501
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust and			
5	Imitations LLC's Reply in			
6	Support of Motion for			
7	Summary Judgment and			
8	Opposition to Nanyah			
9	Vegas, LLC's			
10	Countermotion for Summary			
11	Judgment and for NRCP			
12	56(f) Relief			
13	Defendants Sigmund	9/20/18	14	JA_003369-3379
14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
17	Imitations, LLC's Reply in			
18	Support of Their Motion for			
19	Rehearing			
20	Defendants Sigmund	3/22/19	25	JA_006040-6078
21	Rogich, Individually and as			
22	Trustee of the Rogich			
23	Family Irrevocable Trust and			
24	Imitations, LLC's 2 nd			
25	Supplemental Pre-Trial			
26	disclosures			
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	Unpleaded Implied-in-fact			
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	Eldorado Hills, LLC's	4/16/19	29	JA_006893-7051
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1	Errata to Nanyah Vegas,	9/5/18	14	JA_003352-3357
2	LLC's Opposition to Motion			
3	for Rehearing and			
4	Countermotion for Award of			
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5	Errata to Pretrial	4/16/19	29	JA_007062-7068
6	Memorandum			
7	Ex Parte Motion for an	2/8/19	17	JA_004036-4039
8	Order Shortening Time on			
9	Motion for Relief From the			
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10	First Amended Complaint	10/21/13	1	JA_000027-47
11	Joint Case Conference	5/25/17	4	JA_000842-861
12	Report			
13	Judgment	5/4/2020	38	JA_009247-9248
14	Judgment Regarding Award	5/5/2020	38	JA_009255-9256
15	of Attorneys' Fees and Costs			
16	in Favor of the Rogich			
	Defendants			
17	Minutes	4/18/18	7	JA_001710-1711
18	Minutes	2/21/19	20	JA_004790-4791
19	Minutes	3/5/19	22	JA_005261-5262
20	Minutes	3/20/19	25	JA_006038-6039
21	Minutes	4/18/19	29	JA_007104-7105
22	Minutes	4/22/19	30	JA_007146-7147
23	Minutes	9/5/19	33	JA_008025-8026
24	Minutes	1/30/2020	37	JA_009059-9060
25	Minutes	3/31/2020	38	JA_009227-9228
26	Minutes – Calendar Call	11/1/18	14	JA_003454-3455
	Minutes – Telephonic	11/5/18	14	JA_003456-3457
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2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
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	163.120			
7	Nanyah Vegas, LLC's	5/10/18	8	JA_001791-1821
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10	Nanyah Vegas, LLC's	2/15/19	17	JA_004115-4135
11	Motion in Limine #5 re:			
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12	Nanyah Vegas, LLC's	2/15/19	17	JA_004136-4169
13	Motion in Limine #6 re:			
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14	Nanyah Vegas, LLC's	5/3/18	8	JA_001759-1782
15	Motion to Continue Trial			
16	and to Set Firm Trial Date			
	on Order Shortening Time			
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18	Motion to Extend the			
19	Dispositive Motion Deadline			
20	and Motion for Summary			
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21	Nanyah Vegas, LLC's	10/16/19	35	JA_008423-8448
22	Motion to Retax Costs			
23	Submitted by Eldorado			
24	Hills, LLC, Peter Eliades,			
25	Individually and as Trustee			
	of The Eliades Survivor			
	Trust of 10/30/08, and Teld,			
26	LLC's Memorandum of			
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1	Nanyah Vegas, LLC's	10/16/19	35	JA_008449-8457
2	Motion to Retax Costs			
3	Submitted by Sigmund			
4	Rogich, Individually and as			
5	Trustee of the Rogich			
6	Family Revocable Trust, and			
7	Imitations, LLC's			
8	Memorandum of Costs and			
	Disbursements Pursuant to			
	NRS 18.005 and NRS			
	18.110			
9	Nanyah Vegas, LLC's	2/26/19	21	JA_005138-5174
10	Motion to Settle Jury			
11	Instructions Base Upon the			
12	Court's October 5, 2018			
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13	Nanyah Vegas, LLC's	4/16/19	29	JA_007052-7061
14	Notice of Compliance with			
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15	Nanyah Vegas, LLC's	6/25/18	13	JA_003053-3076
16	Opposition to Defendants			
17	Sigmund Rogich,			
18	Individually and as Trustee			
19	of the Rogich Family			
20	Irrevocable Trust and			
21	Imitations, LLC's Motion			
	for Reconsideration and			
	Joinder			
22	Nanyah Vegas, LLC's	8/6/19	33	JA_007959-8006
23	Opposition to Eldorado			
24	Hills, LLC's Motion for			
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Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion for Attorneys' Fees and Costs	1/8/2020	37	JA_009009-9018
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Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine to Preclude the Altered Eldorado Hill's Ledger and Related Testimony at Trial	3/20/19	25	JA_005908-5991
Nanyah Vegas, LLC's Opposition to Rogich Defendant's Motion to Compel	3/14/19	23	JA_005631-5651
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Nanyah Vegas, LLC's Pretrial Memorandum	4/16/19	28	JA_006763-6892
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #5 re: Parol Evidence Rule	3/14/19	23	JA_005652-5671
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #6 re: Date of Discovery	3/14/19	23	JA_005672-5684

1	Nanyah Vegas, LLC's Reply	5/15/18	8	JA_001826-1829
2	in Support of Motion to			
3	Continue Trial and to set			
4	Firm Trial Date			
5	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009033-9040
6	in Support of Motion to			
7	Retax Costs submitted by			
8	Eldorado Hills, LLC, Peter			
9	Eliades, Individually and as			
10	Trustee of the Eliades			
11	survivor Trust of 10/30/08,			
12	and Teld, LLC's			
13	Memorandum of Costs and			
14	Disbursements			
15	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009041-9045
16	in Support of its Motion to			
17	Retax Costs Submitted by			
18	Sigmund Rogich,			
19	Individually and as Trustee			
20	of the Rogich Family			
21	Revocable Trust, and			
22	Imitations, LLC's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
	Nanyah Vegas, LLC's Reply	3/27/19	25	JA_006114-6134
	in Support of Motion to			
	Settle Jury Instructions			
	Based Upon the Court's			
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Nanyah Vegas, LLC's Supplement to Its Opposition to Rogich Defendants' Motion for Attorneys' Fees and Costs	3/19/2020	38	JA_009128-9226
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11	Notice of Entry of Order	5/1/19	30	JA_007209-7215
12	Notice of Entry of Order	6/24/19	32	JA_007828-7833
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14	Notice of Entry of Order	2/3/2020	37	JA_009061-9068
15	Notice of Entry of Order	4/28/2020	38	JA_009235-9242
16	Notice of Entry of Order	5/7/2020	38	JA_009269-9277
17	Notice of Entry of Order (sic)	5/7/2020	38	JA_009278-9282
18	Notice of Entry of Order	7/26/18	13	JA_003192-3197
19	Denying Motion for			
20	Reconsideration			
21	Notice of Entry of Order	8/13/18	13	JA_003200-3204
22	Denying Nanyah Vegas,			
23	LLC's Motion for			
24	Reconsideration			
25	Notice of Entry of Order	4/10/19	27	JA_006478-6483
26	Denying Nanyah Vegas,			
	LLC's Motion in Limine #5:			
	Parol Evidence Rule			

1	Notice of Entry of Order	5/7/19	30	JA_007229-7236
2	Denying the Rogich			
3	Defendants' Motions in			
4	Limine			
5	Notice of Entry of Order	3/16/2020	38	JA_009113-9119
6	Granting Defendants Peter			
7	Eliades and Teld, LLC's			
8	Motion for Attorneys' Fees			
9	and Setting Supplemental			
10	Briefing on Apportionment			
11	Notice of Entry of Order	5/6/2020	38	JA_009257-9263
12	Granting Defendants Peter			
13	Eliades and Teld, LLC's			
14	Motion for Attorney's Fees			
15	Notice of Entry of Order	11/6/18	14	JA_003462-3468
16	Regarding Motions in			
17	Limine			
18	Notice of Entry of	5/16/19	31	JA_007603-7609
19	Stipulation and Order			
20	Suspending Jury Trial			
21	Notice of Entry of Orders	5/22/18	8	JA_001837-1849
22	Objection to Nanyah's	4/19/19	29	JA_007106-7113
23	Request for Judicial Notice			
24	and Application of the Law			
25	of the Case Doctrine			
26	Objections to Eldorado	4/5/19	27	JA_006434-6440
	Hills, LLC's Pre-Trial			
	Disclosures			
	Objections to Nanyah	4/5/19	27	JA_006423-6433
	Vegas, LLC's Pre-trial			
	Disclosures			

1	Opposition to Eldorado	6/19/18	12	JA_002917-2951
2	Hill's Motion for Summary			
3	Judgment and			
4	Countermotion for Summary			
5	Judgment			
6	Opposition to Eliades	6/19/18	11-12	JA_002573-2916
7	Defendants' Motion for			
8	Summary Judgment and			
9	Countermotion for Summary			
10	Judgment			
11	Opposition to Motion for	3/19/18	6	JA_001265-1478
12	Summary Judgment;			
13	Countermotion for Summary			
14	Judgment; and			
15	Countermotion for NRCP			
16	56(f) Relief			
17	Opposition to Motion for	5/24/19	32	JA_007773-7817
18	Summary Judgment or			
19	Alternatively for Judgment			
20	as a Matter of Law Pursuant			
21	to NRCP 50(a)			
22	Opposition to Nanyah	3/8/19	22-23	JA_005444-5617
23	Vegas, LLC's Motion in			
24	Limine #5 re: Parol			
25	Evidence Rule			
26	Opposition to Nanyah	3/8/19	22	JA_005263-5443
	Vegas, LLC's Motion in			
	Limine #6 re: Date of			
	Discovery			
	Opposition to Nanyah	1/9/2020	37	JA_009019-9022
	Vegas, LLC's Motion to			
	Retax Costs Submitted by			
	Rogich Defendants			

1	Opposition to Plaintiff's	4/18/19	29	JA_007093-7103
2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
	Trial for Purposes of NRS			
	163.120			
7	Opposition to Plaintiff's	4/5/19	26	JA_006189-6402
8	Motion to Reconsider Order			
9	on Motion in Limine #5 re			
	Parol Evidence Rule on OST			
10	Order	4/30/19	30	JA_007165-7168
11	Order: (1) Granting	10/5/18	14	JA_003403-3412
12	Defendants Peter Eliades,			
13	Individually and as Trustee			
14	of the Eliades Survivor Trust			
15	of 10/30/08, and Teld,			
16	LLC's Motion for Summary			
17	Judgment; and (2) Denying			
	Nanyah Vegas, LLC's			
	Countermotion for Summary			
	Judgment			
18	Order: (1) Granting Rogich	5/5/2020	38	JA_009249-9254
19	Defendants' Renewed			
20	Motion for Attorneys' Fees			
21	and Costs; and (2) Denying			
22	Nanyah's Motion to Retax			
	Costs Submitted by Rogich			
	Defendants			
23	Order Denying	5/22/18	8	JA_001830-1832
24	Countermotion for Summary			
25	Judgment and Denying			
26	NRCP 56(f) Relief			

Order Denying Motion to Continue Trial Date and Granting Firm Trial Date Setting	6/4/18	11	JA_002508-2511
Order Denying Motion to Reconsider	7/24/18	13	JA_003190-3191
Order Denying Nanyah Vegas, LLC's Motion for NRCP 15 Relief	5/29/19	32	JA_007818-7820
Order Denying Nanyah Vegas, LLC's Motion for Reconsideration	8/10/18	13	JA_003198-3199
Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule	4/10/19	27	JA_006475-6477
Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	4/17/19	29	JA_007069-7072
Order Denying Plaintiff Nanyah Vegas, LLC's Motion to Settle Jury Instructions	5/1/19	30	JA_007174-7177
Order Denying Nanyah Vegas, LLC's Motion to Reconsider Order on Motion in Limine #5 re: Parol Evidence Rule	5/1/19	30	JA_007178-7181
Order Denying the Rogich Defendants' Motions in Limine	5/6/19	30	JA_007216-7218
Order Denying The Rogich Defendants' NRCP 60(b) Motion	3/26/19	25	JA_006105-6107

Order Granting Defendants Peter Eliades and Teld, LLC's Motion for Attorney's Fees	5/4/2020	38	JA_009243-9246
Order Granting Defendants Peter Eliades and Teld, LLC's Motion for Attorney's Fees and Setting Supplemental Briefing on Apportionment	3/16/2020	38	JA_009109-9112
Order Granting Motion for Award of Attorneys Fees	2/10/15	4	JA_000765-767
Order Granting Motion for Leave to Amend Answer to Complaint	1/29/18	4	JA_000884-885
Order Granting Partial Summary Judgment	10/1/14	3	JA_000691-693
Order Granting Partial Summary Judgment	11/5/14	3	JA_000694-698
Order Partially Granting Summary Judgment	5/22/18	8	JA_001833-1836
Order Regarding Motions in Limine	11/6/18	14	JA_003458-3461
Order Regarding Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120	5/29/19	32	JA_007821-7823
Order Re-Setting Civil Jury Trial and Calendar Call	12/7/18	14	JA_003469-3470
Order Re-Setting Civil Jury Trial and Calendar Call	12/19/18	14	JA_003471-3472

Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call	6/6/18	11	JA_002551-2552
Partial Transcript of Proceedings, All Pending Motions (Excludes Ruling), Heard on April 18, 2018	4/23/18	7-8	JA_001718-1758
Partial Transcript of Proceedings, All Pending Motions (Ruling Only), Hearing on April 18, 2018	4/19/18	7	JA_001712-1717
Plaintiffs' Opposition to Defendant's Motion for Award of Attorneys' Fees	12/5/14	4	JA_000745-758
Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment	8/25/14	3	JA_000518-664
Pretrial Memorandum	4/16/19	27-28	JA_006501-6717
Proof of Service (Eldorado Hills)	8/30/13	1	JA_000022-24
Proof of Service (Sig Rogich aka Sigmund Rogich)	9/18/13	1	JA_000025-26
Recorders Transcript of Hearing – Calendar Call, Heard on November 1, 2018	12/9/19	37	JA_008938-8947
Recorders Transcript of Hearing – Recorder's Transcript of Proceedings re: Motions, Heard on September 5, 2019	9/9/19	33	JA_008027-8053

1	Recorders Transcript of	12/9/19	37	JA_008948-8955
2	Hearing – Telephonic			
3	Conference, Heard on			
4	November 5, 2018			
5	Recorders Transcript of	5/1/19	30	JA_007182-7201
6	Hearing – Transcript of			
7	Proceedings, Telephonic			
8	Conference, Heard on April			
9	18, 2019			
10	Recorders Transcript of	12/9/19	37	JA_008956-9000
11	Proceedings – All Pending			
12	Motions, Heard on April 8,			
13	2019			
14	Reply in Support of	8/29/19	33	JA_008015-8024
15	Defendant Eldorado Hills,			
16	LLC’s Motion for Dismissal			
17	With Prejudice Under Rule			
18	41(e)			
19	Reply in Support of	8/29/19	33	JA_008007-8014
20	Defendant Eldorado Hills,			
21	LLC’s Motion for Summary			
22	Judgment			
23	Reply in Support of	10/3/18	14	JA_003391-3396
24	Defendant Eldorado Hills,			
25	LLC’s Motion in Limine to			
26	Preclude Any Evidence or			
	Argument Regarding an			
	Alleged Implied-In-Fact			
	Contract Between Eldorado			
	Hills, LLC and Nanyah			
	Vegas, LLC			
	Reply in Support of Motion	7/24/19	33	JA_007943-7958
	for Summary Judgment or			
	Alternatively for Judgment			
	as a Matter of Law Pursuant			
	to NRCP 50(a)			

1	Reply in Support of	3/28/19	25	JA_006135-6154
2	Defendants' Motion in			
3	Limine to Preclude the			
4	Altered Eldorado Hills'			
5	General Ledger and Related			
6	Testimony at Trial			
7	Reply in Support of	1/23/2020	37	JA_009023-9032
8	Defendants Peter Eliades			
9	and Teld, LLC's Motion for			
10	Attorneys' Fees			
11	Reply in Support of	7/2/18	13	JA_003077-3082
12	Defendants Sigmund			
13	Rogich, Individually and as			
14	Trustee of the Rogich			
15	Family Irrevocable Trust and			
16	Imitations LLC's Motion for			
17	Reconsideration			
18	Reply in Support of Motion	2/19/19	19-20	JA_004583-4789
19	for Relief From the October			
20	5, 2018 Order Pursuant to			
21	NRFP 60(b)			
22	Reply in Support of Motion	3/18/19	23-24	JA_005685-5792
23	to Compel Production of			
24	Plaintiff's Tax Returns			
25	Reply in Support of Motion	4/5/19	27	JA_006403-6409
26	to Reconsider Order on			
	Nanyah's Motion in Limine			
	#5; Parol Evidence Rule on			
	Order Shortening Time			
	Reply in Support of Motion	6/25/18	13	JA_003018-3052
	to Reconsider Order			
	Partially Granting Summary			
	Judgment			

1	Reply to Opposition to	4/16/18	7	JA_001689-1706
2	Countermotion for Summary			
3	Judgment; and			
4	Countermotion for NRCP			
5	56(f) Relief			
6	Reply to Opposition to	9/18/14	3	JA_000676-690
7	Motion for Partial Summary			
8	Judgment			
9	Request for Judicial Notice	4/15/19	27	JA_006497-6500
10	Request for Judicial Notice	4/17/19	29	JA_007080-7092
11	and Application of the Law			
12	of the Case Doctrine			
13	Rogich Defendants'	3/20/19	24	JA_005819-5835
14	Opposition to Plaintiff's			
15	Motion to Settle Jury			
16	Instructions			
17	Rogich Defendants'	10/22/19	36	JA_008628-8749
18	Renewed Motion for			
19	Attorneys' Fees and Costs			
20	Rogich Defendants' Reply in	3/28/19	26	JA_006155-6167
21	Support of Motion in Limine			
22	to Preclude Contrary			
23	Evidence as to Mr. Huerta's			
24	Taking of \$1.42 Million			
25	from Eldorado Hills, LLC as			
26	Consulting Fee Income			
	Rogich Defendants' Reply in	1/23/2020	37	JA_009046-9055
	Support of Their Renewed			
	Motion for Attorneys' Fees			
	and Costs			

1 2 3 4 5 6 7	Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-in-fact Contract Theory	4/9/19	27	JA_006457-6459
8 9 10 11 12 13 14	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 nd Supplemental Pre-Trial Disclosures	4/10/19	27	JA_006472-6474
15 16 17 18 19 20 21 22 23	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations LLC's Joinder to Defendants Peter Eliades Individually and as Trustee of the Eliades Trust of 10/30/08 Eldorado Hills LLC and Teld's Joinder to Motion for Summary Judgment	3/8/18	6	JA_001262-1264

1	Sigmund Rogich,	4/17/18	7	JA_001707-1709
2	Individually and as Trustee			
3	of the Rogich Family			
4	Irrevocable Trust and			
5	Imitations LLC's Joinder to			
6	Defendants Peter Eliades,			
7	Individually and as Trustee			
8	of The Eliades Survivor			
9	Trust of 10/30/08, Eldorado			
10	Hills, LLC and Teld's Reply			
11	in Support of Their Joinder			
12	to motion for Summary			
13	Judgment and Opposition to			
14	Nanyah Vegas, LLC's			
15	Counter-motion for Summary			
16	Judgment and NRCP 56(f)			
17	Relief			
18	Stipulation and Order	4/22/2020	38	JA_009232-9234
19	Stipulation and Order	5/16/19	31	JA_007599-7602
20	Suspending Jury Trial			
21	Stipulation and Order re:	1/30/2020	37	JA_009056-9058
22	October 4, 2019 Decision			
23	Stipulation and Order	6/13/19	32	JA_007824-7827
24	Regarding Rogich Family			
25	Irrevocable Trust's			
26	Memorandum of Costs and			
	Motion for Attorneys' Fees			
	Stipulation for Consolidation	3/31/17	4	JA_000818-821
	Substitution of Attorneys	1/24/18	4	JA_000881-883
	Substitution of Attorneys	1/31/18	4	JA_000886-889
	Substitution of Counsel	2/21/18	4	JA_000890-893
	Summons – Civil	12/16/16	4	JA_000803-805
	(Imitations, LLC)			
	Summons – Civil (Peter	12/16/16	4	JA_000806-809
	Eliades)			

Summons – Civil (The Eliades Survivor Trust of 10/30/08)	12/16/16	4	JA_000810-813
Summons – Civil (The Rogich Family Irrevocable Trust)	12/16/16	4	JA_000799-802
Summons – Sigmund Rogich	12/22/16	4	JA_000814-817
Summons – Teld, LLC	12/16/16	4	JA_000796-798
The Rogich Defendants' Memorandum of Points and Authorities Regarding Limits of Judicial Discretion Regarding Notice Requirements Provided to Trust Beneficiaries Under NRS Chapter 163	4/21/19	30	JA_007134-7145
Transcript of Proceedings, Jury Trial, Hearing on April 22, 2019	4/23/19	30	JA_007148-7164
Transcript of Proceedings, Motions, Hearing January 30, 2020	2/12/2020	37	JA_009069-9097

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 8** on all parties to this action by the method(s) indicated below:

 K by using the Supreme Court Electronic Filing System:

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DATED: This 9 day of July, 2021.



JODI ALHASAN

1 what we've got is undisputed evidence before this Court that Eldorado
2 Hills received Nanyah's 1.5 million dollar investment.

3 Then what happens? A series of agreements take place in
4 which all of the Defendants are parties. And it starts with the purchase
5 agreement where they come in and say look, Rogich Trust, I'm going to
6 buy out, Mr. Huerta, your interest in the company. And under this
7 agreement I recognize that there is an obligation at Eldorado Hills for 1.5
8 million and I'm going to satisfy it and I'm going to pay it.

9 And Mr. Rogich says, in Exhibit D to the Membership Interest
10 Transfer Agreement, the following, he confirms that Nanyah's
11 investment was made into Eldorado Hills. That's the word. Confirms.
12 Then he says that the money was invested or it was otherwise advanced
13 on behalf of Eldorado Hills. So now what we have is not only Eldorado
14 Hills admitting that the money was received from Nanyah, we have the
15 primary Defendant, Rogich Trust admitting it and stating it as part of the
16 terms of the agreement. Not only with the Purchase Agreement, but
17 under Membership Interest Transfer Agreements.

18 In addition, there were subscription agreements because
19 Eldorado Hills kicked out as part of this transfer, kicked down an extra
20 six -- 1.6 percent to Teld and to Flangas Trust. Those agreements call
21 out for the Nanyah investment to be recognized.

22 Next one. As part of this deal Eldorado Hills generates an
23 amended and restated operating agreement which incorporates Exhibit
24 D, which says that Rogich Trust has confirmed that Nanyah invested the
25 1.5 million into Eldorado Hills.

1 Finally, the application of Chapter 47.240, subsection 2 is a
2 very interesting conclusive evidentiary presumption. It comes into play
3 when people enter contracts and they put facts in the contracts -- in the
4 recitals. This is what these contracts are based upon, these are the
5 factual predicate. And the Court says that's a conclusive presumption of
6 the evidence. Why?

7 Because we know that the parties at the time they did the
8 deal are in the best position to know what the facts are. And those are
9 the facts that they based their deal on. So that's why it's created as a
10 conclusive evidentiary presumption. It applies multiple times in this case
11 because the Purchase Agreement, the Membership Interest Transfer
12 Agreements all say in the recitals Eldorado Hills received Nanyah's 1.5
13 million dollar investment. So we know it's undisputed before this Court,
14 1.5 went into Eldorado Hills from Nanyah.

15 So we're entitled to summary judgment on that point because
16 it's uncontested. They may want to come in and say oh, no, no, we
17 don't want to be bound by all these admissions and evidentiary rulings.
18 Well, that's not sufficient. There is no -- they can't avoid their own
19 statements. When I say they, Eldorado Hills, Rogich Trust, Teld, Eliades
20 Trust, all these entities signed off on these documents. They're bound
21 by these evidentiary conclusive presumptions, as well as the admissions
22 of Mr. Huerta.

23 Now, what happens? What do we do? I said the first two big
24 prongs that I think that the Court needs to address is how are we going
25 to handle their argument that this accrued -- the cause of actions

1 accrued on the date of signing the contract? I think we've addressed
2 that and said it's not the date the contract is signed, but when there's a
3 breach or repudiation.

4 We've dealt with the 1.5 that they've said is never -- was never
5 invested into Eldorado. So that takes it to some of our substantive
6 claims. And our substantive claims deal with the breach of the contract
7 obligations. We've shown that there is now a direct contract. Eldorado
8 Hills promised to recognize Nanyah's 1.5 million-dollar investment.

9 Eldorado Hills received the money, creating a contract
10 obligation where their managing member says you should get a
11 membership interest. That was later. And so we're suing on that this
12 created a contractual relationship in addition that the first case had an
13 unjust enrichment, but as discovery has progressed we now see Mr.
14 Huerta saw.

15 We also have the third party beneficiary statuses is against all
16 parties and against all these contracts that call out our investments;
17 specifically in that these parties are going to be obligated to recognize
18 our interest. And they're going to be recognizing our interest in good
19 faith. Not just under the contract principles of good faith, but under the
20 fiduciary duties.

21 There's fiduciary duties between managing members and
22 members of LLCs. Mr. Rogich, the Rogich Trust, Eliades -- Mr. Eliades,
23 the -- Teld, those were all members of Eldorado Hills after Carlos Huerta
24 was out and they all have fiduciary duties to Nanyah who invested this
25 money; to recognize that interest, to compensate for that interest. They

1 actually recognize in their underlying transactions, we will compensate
2 Nanyah.

3 So that brings us to this -- the -- there was lot of argument with
4 regard to the fraudulent transfer claim. Now, the fraudulent transfer
5 claim is really -- kind of a unique egg because it requires two
6 components; there actually has to be a deal and then there has to be a
7 perfection. Agreement and perfection. Mr. Lionel just ignores the
8 perfection component. And 11 -- 111.220 calls out the specificity that
9 there has to be a perfection.

10 And why? And I used in my reply brief the, I want to sell you a
11 car. We do the deal, you give me the money. Is that deal perfected?
12 No. Because title has to be issued in your name by the DMV. Until that
13 title is issued and you retain possession, it's not perfected. Same with
14 real property deeds of trust. I can borrow money from a gentleman, give
15 him a deed of trust. If he doesn't record it, it's not perfected, he just
16 holds it.

17 So an inferior lien holder can go in, record ahead of that deed
18 of trust, and now that person is perfected. There's a perfection issue.
19 What we've established is there no perfection in this case --

20 THE COURT: Where is that in NRS 112.180? Where is that?

21 MR. SIMONS: 2.180?

22 THE COURT: 112.180, the fraudulent conveyance statute.

23 MR. SIMONS: It's -- I have it under 111.220.

24 If you give me one moment, I'll look at our brief, Your Honor.

25 THE COURT: Give it to me again, please. 111?

1 MR. SIMONS: Okay. This is on page 139 of our briefing.
2 THE COURT: I'm going to pull it up in NRS.
3 MR. SIMONS: Okay. Actually I misspoke. I was saying 220.
4 112.200. And I apologize for -- I wrote the statute down wrong.
5 THE COURT: So it's 112?
6 MR. SIMONS: Yes, I apologize. 112.200.
7 THE COURT: All right. Let me -- just give me a second, I'll
8 take a look at that.
9 MR. SIMONS: Sure, sure.
10 THE COURT: Thank you. Go ahead.
11 MR. SIMONS: Did you read the subpart B?
12 THE COURT: Uh-huh.
13 MR. SIMONS: Okay. That's where I'm use -- that's where I'm
14 pulling out the perfection issue, along with the transfer, so there's got to
15 be two components. Clearly there's some contract saying in the August
16 timeframe that there was this transaction that took place. But we have
17 nothing before you that establishes when it was perfected. And what we
18 know is that a membership certificate was not issued. That's been
19 submitted in the reply brief that they said there hasn't been a
20 membership certificate.
21 Now, if you take possession of the membership certificate,
22 that's perfection. That hasn't taken place. That doesn't support our
23 Rule 56(f). If the Court says look, I'm not sure how I want to handle this
24 transfer protection and perfection issue, that's why we've asked for
25 additional time to do discovery on that limited purpose.

1 We do have discovery out with regards to request for
2 production of interrogatories.

3 THE COURT: That's my next question. You all have a trial
4 date in June.

5 MR. SIMONS: Correct.

6 THE COURT: Do you have a discovery cutoff?

7 MR. SIMONS: It is May 15th.

8 THE COURT: Okay.

9 MR. SIMONS: And their response dates are rather quickly.
10 We're scheduling the depositions to get them taken place.

11 THE COURT: I saw that.

12 MR. SIMONS: So if the Court said look, I'm going to grant
13 some additional time on this 56(f) motion, it's already in place. This -- all
14 the discovery should be done within three weeks. I think if we've got
15 that scheduled correctly, three/four weeks. So that would just focus on
16 the transfer.

17 Now with regard to the remaining claims that -- there was
18 no -- not much in terms of a oral argument with regard to those, so we'll
19 stand on our briefing with regards to how the calculation of the statutes
20 of limitations are presented and how -- and the reason for why each
21 claim is timely filed.

22 THE COURT: Okay. And I understand your argument with
23 regard to the notice of the accrual or when the causes of action should
24 have been known, but it looks to me as though the four years on the
25 fraudulent conveyance argument ran before the Complaint. My question

1 of you then is if the fraudulent transfer cause of action fails, does that --
2 how does that affect that constructive trust cause of action?

3 MR. SIMONS: It doesn't affect it because it can be --
4 constructive trust is not based upon a statute of fraudulent transfer act,
5 it's an equitable basis where constructive trust is established over the
6 asset that was transferred. They're entirely independent.

7 THE COURT: But isn't affected by the transfer? The transfer
8 date? Would not the same statute of limitations apply?

9 MR. SIMONS: I don't think so. And the reason it's
10 constructive trust is not based upon the fraudulent transfer statute. The
11 constructive trust is based upon the contractual relationships of the
12 parties.

13 Remember, the contract says that the Rogich Trust interest --
14 the membership interest will be subject to Nanyah's claim. Now that
15 creates a contractual basis. And also the contracts say any successor in
16 interest who takes the Rogich Trust interest will be bound by this
17 contractual provision.

18 So what I'm getting at is the constructive trust argument is
19 based upon the contractual underpinnings, not based upon the
20 fraudulent transfer underpinnings. Does that make sense?

21 THE COURT: It does. Thank you.

22 MR. SIMONS: Any further questions?

23 THE COURT: Nope.

24 MR. SIMONS: All right. Thank you.

25 THE COURT: So Mr. Liebman and then Mr. Lionel. And I'll

1 ask you to be brief because we have other parties who have been
2 waiting for 45 minutes. And I do read all your briefs.

3 MR. LIEBMAN: I understand, Your Honor.

4 THE COURT: So.

5 MR. LIEBMAN: I'll try to --

6 She asked me to go first.

7 THE COURT: Oh, because it had been your motion, Mr.
8 Lionel, I wanted to --

9 MR. LIEBMAN: I think she wants you --

10 THE COURT: -- give you the last word.

11 MR. LIEBMAN: -- to get --

12 MR. LIONEL: That's fine.

13 MR. LIEBMAN: -- the last word.

14 I want to touch on that constructive trust interest. It looks like
15 you've already looked into the fraudulent transfer issue. We completely
16 agree with that.

17 One other point I wanted to say, he's talking about whether or
18 not a membership certificate should be issued to perfect the interest.
19 The operating agreement for the company says you don't need a
20 membership interest to transfer the interest, so that's a moot point.

21 The constructive trust claim, if you actually look at the claim,
22 it's against the Eliades Trust. The Eliades Trust is not party to any of the
23 2008 agreements. It's only a party to the 2012 agreement. So to come
24 in here and say that it's based on the agreements back in 2008 when the
25 Eliades Trust wasn't even a party to those agreements, doesn't make

1 any sense at all.

2 The only -- constructive trust is a remedy, it's not a claim. It
3 needs to attach to something. If it's against the Eliades Trust, the only
4 time the Eliades Trust comes into play is with respect to that 2012
5 agreement.

6 Some points I wanted to make for -- with respect to the
7 countermotion. Again, they're asking for a third-party beneficiary status
8 with respect to Pete Eliades, the Eliades Trust, Teld. If you look at all of
9 the agreements, there's nothing in any of those agreements that
10 obligates any of those Defendants to do anything with respect to
11 Nanyah. All of the language in that agreement strictly relates to the
12 Rogich Trust.

13 If you look at the language of that agreement and it's very
14 similar to the *Lipshie v. Tracy* case that's cited in all the briefs, just
15 because you're a party to an agreement and there's some sort of an
16 alleged obligation flowing to some alleged third-party beneficiary, if the
17 language of the agreement doesn't say that that party has to do
18 something for that third-party beneficiary, you can't sue that third-party --
19 or that particular party just because you claim that they're a party to the
20 agreement.

21 He's also -- Nanyah Vegas is also mentioning this implied-in-
22 fact, direct contractual claim against Eldorado now. I mean, you mention
23 we're going to trial in two months. This claim is not anywhere in the
24 pleadings. The only pending claim against Eldorado was an unjust
25 enrichment claim that was brought back in 2013. Obviously an unjust

1 enrichment claim is directly adverse to an implied-in-fact contract claim
2 because you can't have an unjust enrichment claim if you have a
3 contract. They've never plead this implied-in-fact contract claim.

4 And if you look at the recent Nevada Supreme Court case that
5 addresses implied-in-fact contracts, even if you allowed the claim to go
6 forward, it's a pretty high burden -- it's essentially an oral contract where
7 you have to have a lot of evidence showing all the details of what this
8 contractual relationship would be.

9 It says: To find a contract implied-in-fact, a fact -- the fact
10 finder must conclude that the parties intended to contract and promises
11 were exchanged, the general obligations for which must sufficiently
12 clear.

13 If you look at the relief they're seeking, that's not even clear. It
14 says: There's an implied-in-fact contract, either give a membership
15 interest or pay back my membership interest or give me the value of my
16 membership interest.

17 I mean, if you can't even get that clear then how do you have
18 an implied-in-fact contract between two parties with written
19 documentation that would be sufficient to be able to find such an
20 agreement?

21 Again, with the 56(f) relief, membership certificates were not
22 required. There's no reason to do discovery into whether membership
23 certificates were issued in 2012. They weren't because they weren't
24 required under the agreement.

25 And unless the Court has any other questions, that's all I

1 have.

2 THE COURT: Thank you.

3 MR. Lionel?

4 MR. LIONEL: Yes, Your Honor.

5 I told you how easy it is for Nanyah to say something is in
6 dispute. And one of the first things Counsel talked about, he said it was
7 undisputed that Nanyah didn't learn anything about this until December
8 of '12 -- 2012. And I'd like to read from page 20 of their brief: It is
9 undisputed that it was not until sometime in December 2012 that Nanyah
10 discovered Defendant's secret plan.

11 And this is -- it says 43: It's undisputed that Nanyah did not
12 discover Defendant's secret membership until December 2012.
13 Nanyah's Complaint specifically asserts the following fact.

14 And he sets forth, it's in Paragraph 83 of his Complaint says:
15 It was not until December 2012 that Nanyah discovered that Rogich
16 purported to no longer own any interest in Eldorado and that Rogich
17 Trust interest in Eldorado had been transferred to Teld.

18 That fact is what it says in his Complaint. That's ridiculous.
19 And then he goes on and says: Defendants have stipulated and admit
20 they have no knowledge when Nanyah first learned about the secret
21 membership agreement. Specifically, in response to Nanyah stating it
22 did not discover Defendant's secret plan to breach the obligations to
23 repay Nanyah or provide it with its membership interests as follows.

24 It says: Defendants allege they have no knowledge or
25 information as to the truth of Nanyah's obligation.

1 That means now we'll -- now -- it's a fact. So that doesn't
2 make any sense. He says that's what my Complaint says and you say
3 you have knowledge which is in denial. But that's what he says.

4 Now, when we talk about law of the case he doesn't tell you --
5 I point out in my brief there are Nevada cases which -- if there are two
6 cases consolidate, they do not merge, he doesn't say anything about
7 that. He doesn't tell you what principal or ruling in the first case is one
8 which is now the law of the case in the second case.

9 He says he's got a bank statement that showed that a million-
10 five was transferred from the CanaMex account into Eldorado. Exactly.
11 That's what happened. And he doesn't say anything else. That's what
12 we're saying is that Huerta took the money out of the CanaMex account
13 and then he put it into Eldorado, without authority.

14 His testimony is -- and I set it forth in the Reply that he -- when
15 he said now, did you call Nanyah and tell them you were going to do
16 this? He says, no, that was kind of agreed beforehand. So that bank
17 statement is valueless.

18 He doesn't tell you anything about the testimony of Huerta
19 with respect to CanaMex. When I took his deposition on April 3rd of 19 --
20 of 2014, he said that the money went in to the Eldorado account. I took
21 his deposition on the 30th of that month, he said I was mistaken, the
22 money went into the CanaMex account.

23 Now, he starts to talk about terms, fast -- you know, terms of
24 the particular agreements and one of the terms he says around here that
25 the contracts between Nanyah and -- also -- and Huerta said that the --

1 everything was subject to Nanyah's interest. No document says that.
2 No contract says that. That's something that is made up.

3 Now, Your Honor, those terms do not effect what I have
4 argued to this Court with respect to statute of limitations. That is a
5 separate issue -- that is the prime crucial issue because the statute of
6 limitations bar Nanyah's nine claims. Everything else that he tells you is
7 absolutely irrelevant to that issue. It's even irrelevant under 56(f). If he's
8 not off -- saying I'm going to find some information that's going to
9 change that, there's no basis for 56(f) relief.

10 And he says that there was no membership interest was --
11 and therefore it was not perfected. I have it my brief and they have it, I
12 believe -- if I remember, in the Opposition. The operating agreement
13 flatly says there should be a certificate, but it was not necessary.

14 You know, I took some pains to point out a lot of things with
15 respect to the alleged million and a half investment and Counsel has not
16 said any of the things I said was not right, Your Honor. I believe that
17 every statement I say in there is backed with an exhibit, which is
18 attached to the Reply.

19 I say, Your Honor, that summary judgment should be granted,
20 that there was an accrual date, the accrual was not based upon a fact
21 that it was necessarily the date -- the effective date of the agreements.
22 It was an accrual date that Nanyah was fully aware of it, it was fully
23 explained to him, and he vividly remembered that. It was -- and it was in
24 2008.

25 I say, Your Honor, the statute of limitations bars the claims of

1 the -- of Nanyah.

2 [THE COURT'S RULING ON ALL PENDING MOTIONS;

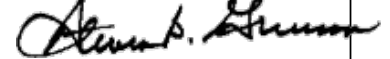
3 PREVIOUSLY TRANSCRIBED]

4 [Proceeding concluded at 11:08 a.m.]

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21 ATTEST: I do hereby certify that I have truly and correctly transcribed
22 the audio/video proceedings in the above-entitled case to the best of my
23 ability.

24 
25 _____
Brittany Mangelson
Independent Transcriber



MTCT

Mark G. Simons, Esq., NSB No. 5132
SIMONS LAW, PC
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Reno, Nevada, 89509
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Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee
of interests of GO GLOBAL, INC., a
Nevada corporation; NANYAH VEGAS,
LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADAS, individually
and as Trustee of the The Eliades
Survivor Trust of 10/30/08; SIGMUND
ROGICH, individually and as Trustee of
The Rogich Family Irrevocable Trust;
IMITATIONS, LLC, a Nevada limited
liability company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

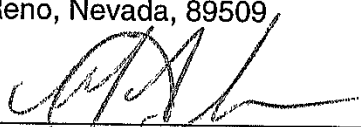
**NANYAH VEGAS, LLC'S
MOTION TO CONTINUE TRIAL
AND TO SET FIRM TRIAL DATE
ON ORDER SHORTENING TIME**

1 **NANYAH VEGAS, LLC'S MOTION TO CONTINUE TRIAL AND TO SET FIRM TRIAL**
2 **DATE ON ORDER SHORTENING TIME**

3 NANYAH VEGAS, LLC, by and through its attorney Mark G. Simons, Esq. of
4 SIMONS LAW, PC, hereby submits this Motion to Continue Trial and Set Firm Trial
5 Date on Order Shortening Time. This Motion is made and based upon the following
6 Points and Authorities, the Declaration of Mark G. Simons, Esq., all exhibits attached
7 thereto or referenced therein, the pleadings and papers on file herein, the oral
8 argument of counsel, and such other or further information as this Honorable Court may
9 request.

10 DATED this 18 day of May, 2018.

11 SIMONS LAW, PC
12 6490 S. McCarran Blvd., #20
13 Reno, Nevada, 89509

14 
15 _____
16 MARK G. SIMONS
17 Attorney for Nanyah Vegas, LLC
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1 **DECLARATION OF MARK G. SIMONS, ESQ., IN SUPPORT OF MOTION AND**
2 **APPLICATION FOR ORDER SHORTENING TIME**

3 I, Mark G. Simons, Esq., state and affirm as follows:

4 1. I am a partner in the law firm of SIMONS LAW, PC, over the age of 18
5 years of age, competent to testify to the matters set forth herein, and licensed to
6 practice law in the State of Nevada.

7 2. I am counsel of record for Nanyah Vegas, LLC in the above-captioned
8 action and provide this Declaration in support of Nanyah Vegas, LLC's Motion to
9 Continue Trial and Set Firm Trial Date on Order Shortening Time. Attached hereto as
10 **Exhibits 1 through 2** are true and correct copies of documents, letters, and/or other
11 papers related to the issues raised in this Motion. In compliance with EDCR 7.30(a), I
12 have provided my client with a copy of this Motion and the supporting documents.

13 3. Nanyah's principal Yoav Harlap resides out-of-the-country.

14 4. Mr. Harlap has extensive business ventures in Europe that require
15 constant supervision and personal involvement.

16 5. While Mr. Harlap originally believed participating in the June stack would
17 be possible, due to changing political and financial conditions in the locations where Mr.
18 Harlap has his businesses, attempting to attend a trial on the Court's June, 2018 trial
19 calendar, when no firm trial date has been scheduled, would create a severe and
20 prejudicial harm to Mr. Harlap.

21 6. Mr. Harlap is a necessary and critical witness for Nanyah and without his
22 participation, the presentation of Nanyah's case would be detrimentally affected.

23 7. In addition, due to Mr. Harlap residing out of the country, it takes an
24 additional 2-3 days of travel time for Mr. Harlap to obtain flights that arrive in Las Vegas
25 to adjust his sleep to recover from the travel.

26 8. I have discussed the brief continuance to the October, 2018 stack with
27 counsel for defendants Peter Eliades, The Eliades Survivor Trust of 10/30/08, Teld,
28 LLC and Eldorado (the "Eldorado Hills Defendants").

9. Counsel for the Eldorado Hills Defendants has no objection to the

1 continuance of the trial to the Court's October, 2018 stack.

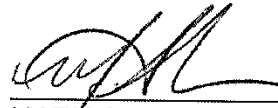
2 10. Counsel for Sigmund Rogich, individually and as Trustee of The Rogich
3 Family Irrevocable Trust and Imitations, LLC (the "Rogich Defendants") advised that he
4 was "content" with the current June, 2018 stack but articulated no reason such trial date
5 should not be continued as sought by Nanyah.

6 11. In addition to email communications, I attempted to contact counsel for
7 the Rogich Defendants telephonically to discuss continuing the current trial date without
8 success.

9 Accordingly, the undersigned respectfully requests that the Court set this Motion
10 for hearing at its convenience.

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

13 DATED this 1st day of May, 2018.

14 
15 _____
16 MARK G. SIMONS, ESQ.

17 **ORDER SHORTENING TIME**

18 UPON APPLICATION OF MARK G. SIMONS and good cause appearing, IT IS
19 HEREBY ORDERED, ADJUDGED, AND DECREED that time for notice and hearing as
20 to **NANYAH VEGAS, LLC'S MOTION TO CONTINUE TRIAL AND SET FIRM TRIAL**
21 **DATE** is shortened and the same shall be heard on the 17th day of
22 May, 2018 at the hour of 9:30 a.m. in Department XXVII of
23 the Eighth Judicial District Court.

24 DATED this 3 day of May, 2018.

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27 DISTRICT COURT JUDGE

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

The Court should briefly continue the trial to the Court's October, 2018 stack.¹ Nanyah's principal Yoav Harlap resides out-of-the-country. Mr. Harlap has extensive business ventures in Europe that require constant supervision and personal involvement. While Mr. Harlap originally believed participating in the June stack would be possible, due to changing political and financial conditions in the locations where Mr. Harlap has his businesses, attempting to attend a trial on the Court's June, 2018 trial calendar, when no firm trial date has been scheduled, would create a severe and prejudicial harm to Mr. Harlap. Mr. Harlap is a necessary and critical witness for Nanyah and without his participation, the presentation of Nanyah's case would be detrimentally affected. In addition, due to Mr. Harlap residing out of the country, it takes an additional 2-3 days of travel time for Mr. Harlap to obtain flights that arrive in Las Vegas to adjust his sleep to recover from the travel. See Simons' Declaration, ¶¶3-7.

Nanyah's counsel has discussed the brief continuance to the October, 2018 stack with counsel for defendants Peter Eliades, The Eliades Survivor Trust of 10/30/08, Teld, LLC and Eldorado (the "Eldorado Hills Defendants"). Simons' Decl., ¶8. Counsel for the Eldorado Hills Defendants has no objection to the continuance of the trial to the Court's October, 2018 stack. Id., at ¶9. See **Exhibit 1**. Counsel for Sigmund Rogich, individually and as Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC (the "Rogich Defendants") advised that he was "content" with the current June, 2018 stack but articulated no reason such trial date should not be

¹ Nanyah's counsel has been advised that the Court's October stack commences on October 8, 2018.

1 continued as sought by Nanyah. Simons' Decl., at ¶10. See also **Exhibit 2**.

2 Given the substantial out-of-the-country commitments imposed upon Mr. Harlap,
3 and the difficulties posed by traveling to attend trial, Nanyah requests a brief
4 continuance of the trial date to the October, 2018 stack, and the setting of a firm trial
5 date during that stack should be granted. The purpose of the firm trial date will allow
6 Mr. Harlap to have the opportunity to coordinate his business and personal schedule to
7 be able to attend the trial in Las Vegas.
8

9 This motion is not brought in bad faith, to delay proceedings or for a dilatory
10 motive. Nanyah does not seek to extend any discovery deadlines or to otherwise
11 impede the trial from proceeding in October, 2018. To the contrary, Nanyah desires to
12 present its claims to the jury for consideration. Nanyah has been without its \$1.5 million
13 investment and desires to obtain a resolution of its claims by the jury. Pursuant to
14 NRCP 41(e), moving the trial date a short time period still complies with the three (3)
15 year rule mandate. Accordingly, the motion should be granted as requested.
16

17 **II. STATEMENT OF UNDISPUTED FACTS.**
18

19 The complaint in the lead case A-13-686303-C was filed on July 31, 2013.
20 On October 21, 2014, the Court previously entered summary judgment dismissing
21 Nanyah's claim against Eldorado Hills, LLC ("Eldorado") for unjust enrichment. Nanyah
22 appealed the Court's ruling and on February 12, 2016, the Nevada Supreme Court
23 entered its Order of Reversal and Remand.
24

25 However, the Remittitur of the lead case was not filed with this Court until **July**
26 **21, 2016**. Subsequently case number A-16-746239-C was consolidated with the lead
27 case.
28

On October 24, 2017, this Court entered its Order adopting the Discovery

1 Commissioner's Report and Recommendation ("R&R Order"). In the R&R Order the
2 parties and the Commissioner recognized that the three (3) year period contained in
3 NRCP 41(e) applied in this action based upon the Remittitur from the Nevada Supreme
4 Court. R&R Order, p. 2:17-20. Therefore, pursuant to NRCP 41(e)'s 3-year rule, the
5 parties have to and including July 20, 2019 to try this case. Id.
6

7 **III. LEGAL ARGUMENTS SUPPORTING MOTION.**

8 Pursuant to EDCR 7.30, any party may, for good cause, move for a trial
9 continuance subject to certain procedural requirements. EDCR 7.30(a). The pertinent
10 procedural requirements include an affidavit of counsel, disclosure of the motion to the
11 moving counsel's clients, and at least three days' notice of the motion to the opposing
12 parties. EDCR 7.30(a), (c)—(d). The present Motion complies with all procedural
13 requirements, so the Court need only determine whether good cause exists to grant a
14 brief trial continuance to the Court's October, 2018 stack and to set a firm trial date on
15 that stack. Nevada law affords the trial courts broad discretion when deciding motions
16 to continue the trial setting. Bongiovi v. Sullivan, 122 Nev. 556, 570, 138 P.3d 433, 444
17 (2006) (citing Dodd v. Cowgill, 85 Nev. 705, 711, 463 P.2d 482, 486 (1969)).
18
19

20 **A. THIS CASE IS GOVERNED BY NRCP 41(e)'S 3-YEAR PROVISION.**

21 There is no dispute that the trial date in this case is governed by NRCP 41(e)'s
22 3-year provision. Specifically, NRCP 41(e) states in relevant part: "When in an action
23 after judgment, an appeal has been taken and judgment reversed . . . the action must
24 be dismissed by the trial court . . . unless brought to trial within 3 years from the date
25 upon which remittitur is filed by the clerk of the trial court."
26

27 The Nevada Supreme Court has repeatedly stated that the 3-year provision in
28 NRCP 41(e) also applies when there has been a remittitur of a summary judgment

1 order. Monroe v. Columbia Sunrise Hosp. & Med. Ctr., 123 Nev. 96, 102, 158 P.3d
2 1008, 1011–12 (2007) (“While the language of this provision refers only to new trials,
3 our jurisprudence indicates that reversal of a summary judgment order on appeal also
4 creates a new three-year time limit to bring the action to trial.”); Bell & Gossett Co. v.
5 Oak Grove Inv'rs, 108 Nev. 958, 961, 843 P.2d 351, 353 (1992) (“when Oak Grove
6 obtained a reversal of the summary judgment granted to Bell & Gossett, a new three-
7 year time limit within which to bring the action to trial commenced.”); Massey v. Sunrise
8 Hospital, 102 Nev. 367, 370, 724 P.2d 208, 210 (1986) (the reversal of summary
9 judgment also created a new three-year time limit in which to bring the assigned cross-
10 claim).

11
12
13 As the foregoing demonstrates, because Remittitur of the summary judgment in
14 the lead case occurred on July 21, 2016, the parties have to and including July 20,
15 2019 to try this case.

16 **B. A BRIEF CONTINUANCE SHOULD BE GRANTED AND A FIRM TRIAL**
17 **DATE SET.**

18 Nanyah desires to present its claims to a jury for resolution. However, due to the
19 scheduling and travel demands upon Nanyah’s principal Mr. Harlap, a brief continuance
20 of the trial date to the Court’s October 8th stack should be granted. In addition, a firm
21 trial date should be scheduled so that all parties can make proper arrangements to
22 attend and so that Mr. Harlap can make definitive travel plans. Additionally, a firm trial
23 date will allow Mr. Harlap to ensure he has adequately arranged for coverage of his
24 other business endeavors while he is in Las Vegas attending and participating in this
25 trial on behalf of Nanyah.

26
27 There is no prejudice or impairment to any other party in this action if a brief
28 continuance is granted. The Eldorado Hills Defendants are agreeable to such a

1 continuance as requested. The Rogich Defendants do not articulate any objection and
2 instead merely are "content" with the current trial date. Nanyah does not seek to extend
3 the discovery dates but merely seeks a minor continuance of the trial date.
4

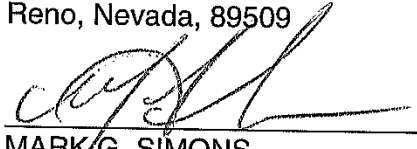
5 **IV. CONCLUSION.**

6 Based upon the foregoing, the Court should grant Nanyah's brief extension of
7 the trial date to the Court's October, 2018 stack. In addition, the Court should set a firm
8 trial date in this case.

9 **AFFIRMATION:** This document does not contain the social security number of
10 any person.
11

12 DATED this 1st day of May, 2018.

13 SIMONS LAW, PC
14 6490 S. McCarran Blvd., #20
15 Reno, Nevada, 89509


16 
17 MARK G. SIMONS
18 Attorney for Nanyah Vegas, LLC
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, PC and that on this date I caused to be served a true copy of the
**NANYAH VEGAS, LLC'S MOTION TO CONTINUE TRIAL AND TO SET
FIRM TRIAL DATE ON ORDER SHORTENING TIME** on all parties to this
action via the Odyssey E-Filing System:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
Joseph A. Liebman	jlienbman@baileykennedy.com
Andrew Leavitt	andrewleavitt@gmail.com
Angela Westlake	awestlake@lionelsawyer.com
Brandon McDonald	brandon@mcdonaldlayers.com
Bryan A. Lindsey	bryan@nvfirm.com
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Samuel A. Schwartz	sam@nvfirm.com
Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 3rd day of May, 2018.


Employee of SIMONS LAW, PC

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1.	Email string with Eldorado Hills counsel	5
2.	Email string with Rogich Defendants' counsel	6

EXHIBIT 1

EXHIBIT 1

Mark Simons

From: Joseph Liebman <JLiebman@baileykennedy.com>
Sent: Friday, April 20, 2018 11:27 AM
To: Mark Simons; LIONEL, SAM
Cc: Sharon Murnane; Jodi Alhasan; Dennis Kennedy; Monica Nealon; Susan Russo
Subject: RE: Pete Eliades deposition

Mark:

We're fine moving the trial date or sticking with the current date. If you can't go to trial on the June stack, please work it out with Sam and let me know.

From: Mark Simons [mailto:Mark@mgsimonslaw.com]
Sent: Thursday, April 19, 2018 9:10 AM
To: Joseph Liebman <JLiebman@baileykennedy.com>; LIONEL, SAM <SLIONEL@FCLAW.com>
Cc: Sharon Murnane <SMurnane@baileykennedy.com>; Jodi Alhasan <Jodi@mgsimonslaw.com>; Dennis Kennedy <DKennedy@baileykennedy.com>; Monica Nealon <Monica@mgsimonslaw.com>; Susan Russo <SRusso@baileykennedy.com>; Mark Simons <Mark@mgsimonslaw.com>
Subject: RE: Pete Eliades deposition

All.

We did not discuss the contents of my April 17th email after the hearing so I'm sending out this follow up email.

1. Ken Woloson's attorney contacted me to advise he was communicating with Ken regarding Ken's availability on the 10th and would get back to me.
2. Please confirm the Rogich and Olivas deposition dates I've selected are good. If not, lets get them set on an agreed upon date.
3. Sam, are you going to accept the subpoena for Olivas.

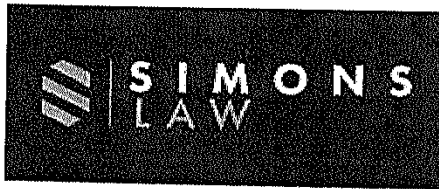
Trial Date:

As discussed at the hearing, given the schedules of all parties, I suggest we look at one of the Court's later stack calendars and agree upon a firm trial date.

Please respond at your earliest convenience.

Mark

Mark G. Simons
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F: (775) 785-0087



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Sent: Tuesday, April 17, 2018 11:11 AM

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Subject: RE: Pete Eliades deposition

All.

I'm sending out the following deposition notices today.

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Melissa Olivas: May 2nd

Ken Woloson: Attempting to schedule for May 10th. Waiting to hear back from Ken's attorney.

Doloris Eliades: May 11th

Peter Eliades: May 14th.

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Also, Sam are you authorized to accept a subpoena for Melissa?

Let me know if you have any question or comments.

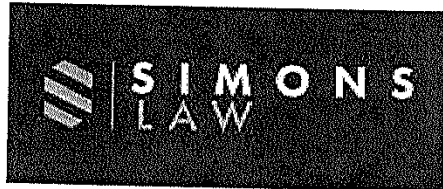
Thanks and see you tomorrow.

Mark

Mark G. Simons
SIMONS LAW, PC
6490 S. McCarran Blvd., Ste. 20
Reno, NV 89509

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F: (775) 785-0087



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Subject: RE: Pete Eliades deposition

Mark:

Unfortunately Dennis Kennedy, who will be defending Pete for his deposition, is out of town on May 1, 2, and 3. Feel free to schedule other depositions during those days, as I will be able to attend. With respect to Pete's deposition, he and Dennis are both available on any day the week of May 14.

From: Mark Simons [mailto:Mark@mgsimonslaw.com]

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Subject: RE: Pete Eliades deposition

Joseph.

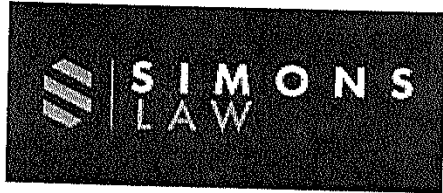
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Also, let's plan on setting aside May 1, 2nd and 3rd for me to conduct depositions in Las Vegas. I'll be providing notices and issuing subpoenas later this week.

Thank you for your cooperation.

Mark

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Subject: RE: Pete Eliades deposition

Mark:

I still don't have a 30(b)(6) deposition notice from your client (or an individual notice for that matter). Under the Nevada Rules of Civil Procedure, your client was supposed to serve a notice at least 15 days before the deposition. We are now a week away from the deposition date. Without the required topic areas that would be contained in such a notice, it will be difficult to adequately prepare my client. Thus, we will need to move the deposition date until later in the month. Please let me know what dates work for you, and I will consult with my client. Thanks.

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Cc: Sharon Murnane <SMurnane@baileykennedy.com>; LIONEL, SAM <SLIONEL@FCLAW.com>; ROSENBERY, ERICA <EROSENBERY@fclaw.com>; Jodi Alhasan <Jodi@mgsimonslaw.com>
Subject: RE: Pete Eliades deposition

Sounds good Mark. Please get me those 30(b)(6) notices ASAP so I know the precise topic areas. Thanks.

From: Mark Simons [<mailto:Mark@mgsimonslaw.com>]
Sent: Saturday, March 31, 2018 1:04 PM
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Cc: Sharon Murnane <SMurnane@baileykennedy.com>; LIONEL, SAM <SLIONEL@FCLAW.com>; ROSENBERRY, ERICA <EROSENBERRY@fclaw.com>; Jodi Alhasan <Jodi@mgsimonslaw.com>
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I'll notice Mr. Eliades' deposition for Tuesday the 17th.

I'll also provide you a 30(b)(6) notice for the Eliades Trust and Teld on the assumption that Mr. Eliades will likely be testifying as to certain aspects of both those entities.

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Cc: Sharon Murnane <SMurnane@baileykennedy.com>; LIONEL, SAM <SLIONEL@FCLAW.com>; ROSENBERRY, ERICA <EROSENBERRY@fclaw.com>

Subject: Pete Eliades deposition

Mark:

Pete Eliades is available on either Monday, Tuesday, or Wednesday during the week of April 16 for his deposition.

Joseph A. Liebman, Esq. | Bailey Kennedy, LLP

8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148-1302

(702) 562-8820 (main) | (702) 562-8821 (fax) | (702) 853-0750 (direct) | JLiebman@BaileyKennedy.com

www.BaileyKennedy.com

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EXHIBIT 2

EXHIBIT 2

Mark Simons

From: LIONEL, SAM <SLIONEL@FCLAW.com>
Sent: Monday, April 23, 2018 9:17 AM
To: Mark Simons
Subject: RE: Pete Eliades deposition [FC-Email.FID6567867]

Mark,

I am content with the present trial date.

Sam

Samuel S. Lionel, Director

FENNEMORE CRAIG

300 S. Fourth Street, Suite 1400, Las Vegas, NV 89101

T: 702.791.8251 | F: 702.791.8252

slionel@fclaw.com | [View Bio](#)



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From: Mark Simons [mailto:Mark@mgsimonslaw.com]
Sent: Friday, April 20, 2018 1:40 PM
To: Joseph Liebman; LIONEL, SAM
Cc: Sharon Murnane; Jodi Alhasan; Dennis Kennedy; Monica Nealon; Susan Russo
Subject: RE: Pete Eliades deposition

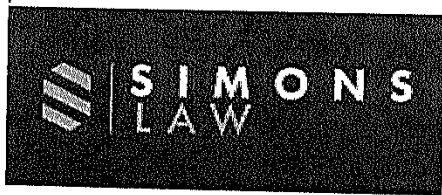
Sam.

You good with moving the trial date to another stack?

I'll contact the Court to find out the dates of the other stacks and circulate.

Mark

Mark G. Simons
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6490 S. McCarran Blvd., Ste. 20
Reno, NV 89509
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From: Joseph Liebman <JLiebman@baileykennedy.com>
Sent: Friday, April 20, 2018 11:27 AM
To: Mark Simons <Mark@mgsimonslaw.com>; LIONEL, SAM <SLIONEL@FCLAW.com>
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Subject: RE: Pete Eliades deposition

Mark:

We're fine moving the trial date or sticking with the current date. If you can't go to trial on the June stack, please work it out with Sam and let me know.

From: Mark Simons [<mailto:Mark@mgsimonslaw.com>]
Sent: Thursday, April 19, 2018 9:10 AM
To: Joseph Liebman <JLiebman@baileykennedy.com>; LIONEL, SAM <SLIONEL@FCLAW.com>
Cc: Sharon Murnane <SMurnane@baileykennedy.com>; Jodi Alhasan <Jodi@mgsimonslaw.com>; Dennis Kennedy <DKennedy@baileykennedy.com>; Monica Nealon <Monica@mgsimonslaw.com>; Susan Russo <SRusso@baileykennedy.com>; Mark Simons <Mark@mgsimonslaw.com>
Subject: RE: Pete Eliades deposition

All.

We did not discuss the contents of my April 17th email after the hearing so I'm sending out this follow up email.

1. Ken Woloson's attorney contacted me to advise he was communicating with Ken regarding Ken's availability on the 10th and would get back to me.
2. Please confirm the Rogich and Olivas deposition dates I've selected are good. If not, let's get them set on an agreed upon date.
3. Sam, are you going to accept the subpoena for Olivas.

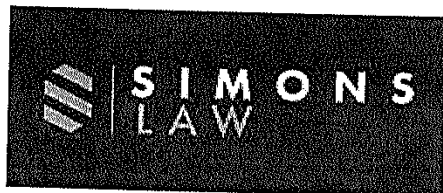
Trial Date:

As discussed at the hearing, given the schedules of all parties, I suggest we look at one of the Court's later stack calendars and agree upon a firm trial date.

Please respond at your earliest convenience.

Mark

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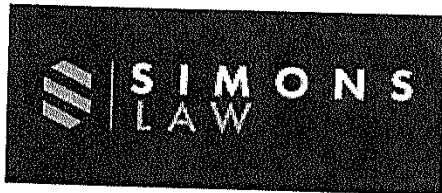
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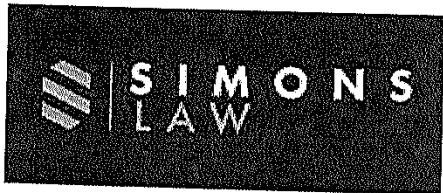
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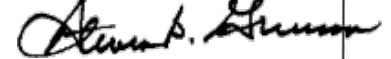
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OPPS

Samuel S. Lionel, Esq. (Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)

FENNEMORE CRAIG, P.C.

300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com

*Attorneys for Sigmund Rogich, Individually and as Trustee
of the Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, A
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of The Eliades Survivor Trust of
10/30/08; SIGMUND ROGICH, individually
and as Trustee of The Rogich Family
Irrevocable Trust; IMITATIONS, LLC, a
Nevada limited liability company; DOES I-X;
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANTS SIGMUND
ROGICH, INDIVIDUALLY AND AS
TRUSTEE OF THE ROGICH
FAMILY IRREVOCABLE TRUST
AND IMITATIONS, LLC'S
OPPOSITION TO NANYAH
VEGAS, LLC'S MOTION TO
CONTINUE TRIAL AND TO SET
FIRM TRIAL DATE ON OST**

Hearing Date: 5/17/18
Hearing Time: 9:30 A.M.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **OPPOSITION TO MOTION FOR TRIAL CONTINUANCE**

2 Plaintiff has moved for continuance of trial presently set for the Court's June 2018 trial
3 calendar. Mr. Simon's Declaration states Plaintiff's principle, Yoav Harlap, resides "out of the
4 country" and "has extensive business ventures in Europe that require constant supervision and
5 personal involvement." Mr. Simon further affirms that "due to changing political and financial
6 conditions where Mr. Harlap has his businesses attempting to attend a trial on the Court's June
7 2018 trial calendar, when no firm trial date has been scheduled, would create a severe and
8 prejudicial harm to Mr. Harlap." No support for Mr. Simon's quoted conclusions is provided.

9 **BACKGROUND AND ARGUMENT**

10 In 2017, Mr. Simons filed a motion for a protective order to quash a deposition notice for
11 Mr. Harlap's deposition on July 11, 2017 and which sought to have Mr. Harlap's deposition on
12 August 31, September 1 or the latter part of September, 2017.

13 Attached as Exhibit A is the Affidavit of Scott Hernandez, filed in support of that motion.

14 The Affidavit shows that Mr. Harlap is a resident and citizen of Israel and that he resides
15 in Mykonos from June to September and his family reunites in Mykonos during the summer
16 months. Pars 8, 14-17.

17 The Discovery Commissioner granted the continuance and continued the deposition which
18 was taken on October 11, 2017.

19 I took Mr. Harlap's deposition on October 11, 2017 and inquired about his business. He
20 testified as follows:

21 "Q. What is your business?
22 A. Primarily we are car importers and distributors.
23 Q. Is the name of your company Colmobil?
24 A. Yes.
25 Q. And how long have you been in that business?
26 A. Pretty much since I was born.
27 Q. It's a family business.
28 A. Yes."
Exhibit 3 at 53:8-17.

26 Based on his deposition, Exhibit A and the presumption of continuance, Defendants
27 believe, Mr. Harlap resides and vacations in Mykonos, Greece from June through September with
28

1 his family. Mr. Harlap is not entitled to have uninterrupted vacations two consecutive years
2 affecting Defendants' right to proceed with their timely defense.

3 **CONCLUSION**

4 The Motion for Continuance should be denied.

5 DATED this 9 day of May, 2018.

6 **FENNEMORE CRAIG, P.C.**

7
8 By: 

9 Samuel S. Lionel, Esq. (NV Bar No. 1766)

10 Brenoch Wirthlin, Esq. (Bar No. 10282)

11 300 South Fourth Street, Suite 1400

12 Las Vegas, Nevada 89101

13 Telephone: (702) 692-8000

14 Facsimile: (702) 692-8099

15 E-mail: slionel@fclaw.com

16 *Attorneys for Sigmund Rogich, Individually and*
17 *as Trustee of the Rogich Family Irrevocable*
18 *Trust and Imitations, LLC*
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of the **DEFENDANTS SIGMUND ROGICH,**
3 **INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY**
4 **IRREVOCABLE TRUST AND IMITATIONS, LLC'S OPPOSITION TO**
5 **NANYAH VEGAS, LLC'S MOTION TO CONTINUE TRIAL AND TO SET**
6 **FIRM TRIAL DATE ON OST** was served upon the following person(s) either by
7 electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR
8 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-
9 registered users, on this 10th day of May, 2018 as follows:

10 Mark Simons, Esq.
11 6490 South McCarran Blvd., #20
12 Reno, Nevada 89509
13 mark@mgsimonslaw.com
14 *Attorney for Plaintiff Nanyah Vegas, LLC*

[x] Via E-service
[] Via U.S. Mail (Not registered with
CM/ECF Program)

15 Charles E. ("CJ") Barnabi, Jr.
16 COHEN JOHNSON PARKER EDWARDS
17 375 E. Warm Springs Road, Suite 104
18 Las Vegas, NV 89119
19 cj@cohenjohnson.com
20 *Attorney for Plaintiffs Carlos Huerta*
21 *and Go Global, LL*

[x] Via E-service
[] Via U.S. Mail (Not registered with
CM/ECF Program)

22 Dennis Kennedy
23 Joseph Liebman
24 BAILEY ❖ KENNEDY
25 8984 Spanish Ridge Avenue
26 Las Vegas, NV 89148
27 DKennedy@BaileyKennedy.com
28 JLiebman@BaileyKennedy.com
Attorneys for Defendants Pete Eliades,
Teld, LLC and Eldorado Hills, LLC

[x] Via E-service
[] Via U.S. Mail (Not registered with
CM/ECF Program)



An employee of Fennemore Craig, P.C.

EXHIBIT A

1 **AFFIDAVIT OF SCOTT L. HERNANDEZ IN SUPPORT OF**
2 **NANYAH VEGAS, LLC'S MOTION FOR PROTECTIVE ORDER TO QUASH**
3 **DEPOSITION NOTICE AND EXTEND TIME TO RESPOND TO INTERROGATORIES**

4 STATE OF NEVADA)
5)ss.
6 COUNTY OF WASHOE)

7 I, Scott L. Hernandez, being duly sworn, depose and state under penalty of
8 perjury the following:

9 1. I am an attorney with the law firm of Robison, Belaustegui, Sharp & Low
10 and am licensed to practice law in Nevada.

11 2. I am not counsel of record for Nanyah Vegas, LLC ("Nanyah") in the
12 above-entitled case. However, I was asked by counsel of record for Nanyah, Mark
13 Simons, also of Robison, Belaustegui, Sharp & Low, to draft and file the instant motion
14 for protective order, while he is visiting family in Greece.

15 3. From a brief review of the filings, documents, and transcripts in this action,
16 only Mr. Simons can meaningfully provide assistance to Nanyah on this case, and he is
17 unable to do so at this time.

18 4. I have personal knowledge of the facts set forth in this affidavit, and if I am
19 called as a witness, I would and could testify competently as to each fact set forth
20 herein.

21 5. I submit this affidavit in support of Nanyah Vegas, LLC's Motion to Quash
22 Deposition Notice and Motion for Extension of Time to Respond to Interrogatories
23 ("Motion"), to which this affidavit is attached as Exhibit 1.

24 6. On May 26, 2017, Nanyah was served with the Defendants' deposition
25 notice for Yoav Harlap, the manager of Nanyah, a true and correct copy of the notice is
26 attached to the Motion as **Exhibit 2**.

27 7. This notice unilaterally set the deposition for July 11, 2017 at 9:30 a.m. in
28 Las Vegas, Nevada.

///

1 8. Mr. Harlap, a resident and citizen of Israel, is not available for deposition
2 on July 11, 2017 or any other date in July. When this fact was presented to
3 Defendants' counsel, no alternative dates outside of July were offered.

4 9. Also on May 26, 2017, Nanyah was served by mail with Defendants' First
5 Set of Interrogatories to Plaintiff, a true and correct copy of which is attached to the
6 Motion as **Exhibit 3**.

7 10. Because of Mr. Simons' travels, Nanayah is unable to object and respond
8 to the interrogatories in a timely fashion.

9 11. While Defendants' counsel initially agreed to extend the interrogatory
10 responses until July 12, 2017, this agreement was thereafter reneged when he was
11 informed Mr. Harlap was unavailable for deposition in July.

12 12. Attached to the Motion as **Exhibit 4** is a true and correct copy of an email
13 chain dated from May 30, 2017 to June 6, 2017 that comprises the meet and confer
14 efforts between counsel in this case.

15 13. During Nanyah's good-faith attempt to meet and confer, counsel for
16 Nanyah candidly disclosed the many personal, professional, and familial obligations
17 that would prevent Mr. Yoav from appearing for deposition until September or October
18 2017.

19 14. From June until September Mr. Harlap resides in Mykonos Greece.

20 15. Mr. Harlap's son is a soldier in the Israeli Defense Forces ("IDF"), and he
21 will be visiting Mr. Harlap in Mykonos during his breaks from military service.

22 16. Mr. Harlap's daughter is graduating from high school and will be reporting
23 for her 32-month obligation with the IDF later this summer.

24 17. Mr. Yoav's entire family is reuniting in Mykonos during these summer
25 months, and it is the only time the family has together before Mr. Harlap's daughter has
26 to report for duty.

27 18. Nanayah offered either August 31 or September 1, 2017 as the earliest
28 times Mr. Harlap can be available for deposition in Las Vegas.

1 19. After those dates, Nanyah offered latter part of September and any time
2 thereafter as potential dates for Mr. Harlap's deposition.

3 20. In response, counsel for the Defendants merely stated, "I suggest you file
4 your motion." See Exhibit 4.

5 21. The Defendants have also demanded two (2) days to depose Mr. Harlap.
6 See Exhibit 4.

7 22. Pursuant to the Joint Case Conference Report, a true and correct copy of
8 which is attached as **Exhibit 5**, discovery in this case does not close until March 15,
9 2018.

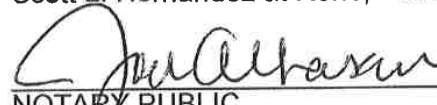
10 23. I certify that Nanyah has conferred or attempted to confer with the
11 Defendants in good faith in an effort to resolve the instant dispute without court action.

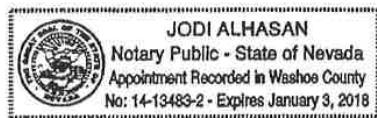
12 FURTHER AFFIANT SAYETH NAUGHT.

13 Dated this 16th day of June, 2017.

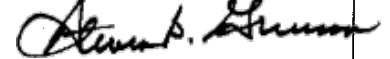
14
15 
16 SCOTT L. HERNANDEZ

17 Subscribed and sworn to before me
18 on this 16th day of June, 2017 by
19 Scott L. Hernandez at Reno, Nevada.

20 
21 NOTARY PUBLIC



j:\wpdata\mgs\30564.001 (nanyah)\1-new litigation\p-aff slh iso mtn quash.doc



MILM

Mark G. Simons, Esq., NSB No. 5132
SIMONS LAW, PC
6490 S. McCarran Blvd., #20
Reno, Nevada, 89509
Telephone: (775) 785-0088
Facsimile: (775) 785-0087
Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee
of interests of GO GLOBAL, INC., a
Nevada corporation; NANYAH VEGAS,
LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADAS, individually
and as Trustee of the The Eliades
Survivor Trust of 10/30/08; SIGMUND
ROGICH, individually and as Trustee of
The Rogich Family Irrevocable Trust;
IMITATIONS, LLC, a Nevada limited
liability company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

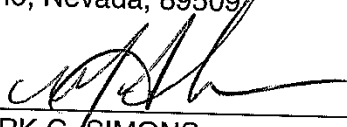
**NANYAH VEGAS, LLC'S MOTION IN
LIMINE #3 RE: DEFENDANTS
BOUND BY THEIR ANSWERS TO
COMPLAINT**

1 **NANYAH VEGAS, LLC'S MOTION IN LIMINE #3 RE: DEFENDANTS BOUND BY**
2 **THEIR ANSWERS TO COMPLAINT**

3 Nanyah Vegas, LLC ("Nanyah") submits the following motion in limine seeking to
4 preclude any defendant from attempting to introduce any evidence that Nanyah
5 discovered the defendants' complained of bad acts until December, 2012.
6

7 DATED this 10th day of May, 2018.

8 SIMONS LAW, PC
9 6490 S. McCarran Blvd., #20
10 Reno, Nevada, 89509

11 
12 MARK G. SIMONS
13 Attorney for Nanyah Vegas, LLC

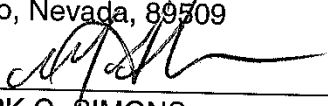
14 **NOTICE OF MOTION**

15 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:**

16 PLEASE TAKE NOTICE that the undersigned will bring the foregoing
17 **NANYAH'S MOTION IN #3 RE: DEFENDANTS BOUND BY THEIR ANSWERS TO**
18 **COMPLAINT** on for hearing before the above-entitled court on the 13 day of
19 June, 2018 at 9:00 a.m./~~p.m.~~ in Department XXVII or as soon
20 thereafter as counsel may be heard.
21

22 DATED this 10th day of May, 2018.

23 SIMONS LAW, PC
24 6490 S. McCarran Blvd., #20
25 Reno, Nevada, 89509

26 
27 MARK G. SIMONS
28 Attorney for Nanyah Vegas, LLC

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MEMORANDUM OF POINTS AND AUTHORITIES

I. STANDARD OF REVIEW.

Motions in limine are designed to seek the Court's ruling on the admissibility of arguments, assertions and evidence in advance of trial. The Nevada Supreme Court has approved the use of motions in limine recognizing the legitimacy of such pre-trial motions practice and the courts' authority to rule on these motions. *See, e.g., Bull v. McCuskey*, 615 P.2d 957, 961 (Nev. 1976). Additionally, NRCP 16(c)(3) recognizes the legitimacy of such pre-trial motion practice and the court's authority to rule on these motions by allowing for "advance rulings . . . on the admissibility of evidence." Motions in limine "permit more careful consideration of evidentiary issues than would take place in the heat of battle during trial," and they promote judicial economy by minimizing "side-bar conferences and disruptions during trial" and by resolving "potentially critical issues at the onset, they enhance the efficiency of trials and promote settlements." *Kelly v. New West Fed. Sav.*, 56 Cal.Rptr.2d 803, 808 (1996).

A motion in limine may also properly request the Court determine the admissibility and/or inadmissibility of potential evidence at trial in relation to admissions and/or undisputed facts that have been established in discovery. *See e.g., Eastman Kodak Co. v. Westway Motor Freight*, 758 F. Supp. 641, 642 (D. Colo. 1991) (court considered motion in limine "to determine the effect of the admission of liability by Defendant . . ." and held only issue at trial was damages).

II. RELEVANT FACTS RELATING TO THIS MOTION.

1. In or about August or September of 2012, Defendant Teld, LLC ("Teld") and the Rogich Family Irrevocable Trust ("Rogich Trust") entered into a new agreement whereby Rogich Trust agreed to transfer its membership interest in Eldorado to the Peter Eliades ("Eliades") as the Trustee of the Eliades Survivor Trust of 10/30/08 (the "Eliades Trust Acquisition"). **Exhibit 1.**¹

¹ See also **Exhibit 2**, Affidavit of Mark G. Simons ("Simons' Aff.") at ¶4.

1 2. In or about August or September, 2012, Rogich, the Rogich Trust, Peter
2 Eliades and Teld executed the Unanimous Written Consent of the Managers of
3 Eldorado agreeing that Eliades could purchase the Rogich Trust's membership interest
4 in Eldorado Hills. **Exhibit 3.**²

5 3. Nanyah's Complaint in the consolidated action A-16-746239-C states the
6 following fact:

7
8 82. Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades
9 Trust never informed Nanyah of the Eliades Trust Acquisition
 and/or the Eldorado Resolution.

10 **Exhibit 4**, excerpts of Nanyah's Complaint, ¶82.³

11 4. Defendants **admit** that they never informed Nanyah of the Eliades Trust
12 Acquisition or the Eldorado Resolution as follows:

13 83. Admit the allegations in Paragraph 82.

14 **Exhibit 5**, excerpts of Defendants' First Amended Answer, ¶82.⁴

15 5. Nanyah further stated as a fact that it did not discover the existence of the
16 Eliades Trust Acquisition or the Eldorado Resolution until December, 2012. Nanyah's
17 Complaint specifically asserts the following fact:

18 83. It was not until December, 2012, that Nanyah discovered that
19 Rogich Trust purported to no longer own any interest in Eldorado
20 and that Rogich Trust's interest in Eldorado had been transferred to
21 Teld and/or the Eliades Trust.

22 Exh. 4, ¶83.

23 6. In response to the foregoing assertion of fact in Nanyah's Complaint,
24 defendants' affirm that they "are without knowledge or information" as to this fact as
25

26
27 ² See also Simons' Aff. at ¶5.

28 ³ See also Simons' Aff. at ¶6.

⁴ See also Simons' Aff. at ¶7.

1 follows:

2 83. [Defendants] [a]llege **they are without knowledge or information**
3 **as to the truth of the allegations in Paragraph 83.**

4 Exh. 5, ¶83 (emphasis added).

5 7. Defendants amended their original Answer but did not amend their
6 responses to the statements of fact contained in Nanyah's Complaint at paragraphs 82
7 and 83.

8 8. As of the date of filing this motion, defendants have not sought to amend
9 their responses to the statements of fact contained in Nanyah's Complaint at
10 paragraphs 82 and 83.

11
12 **III. ARGUMENT IN SUPPORT OF MOTION.**

13 Defendants' admissions and responses to the statements of fact contained
14 Nanyah's complaint are judicial admissions. As succinctly stated in *St. Paul Mercury*
15 *Ins. Co. v. Frontier Pacific Ins. Co.*, 111 Cal.App.4th 1234, 1248, 4 Cal.Rptr.3d 416, 428
16 429 (Cal. App. 4 Dist. 2003):

17
18 "[a]dmissions of material facts made in an opposing party's pleadings are
19 binding on that party **429 as 'judicial admissions.' **They are conclusive**
20 **concessions of the truth of those matters, are effectively removed as**
21 **issues from the litigation, and may not be contradicted by the party whose**
22 **pleadings are used against him or her."** . . . "[A] pleader cannot blow hot
23 and cold as to the facts positively stated." . . . Accordingly, Frontier and
24 Bigge are bound by their judicial admissions.

25 Id. (emphasis added).⁵ Accordingly, Defendants admission that they never informed
26 Nanyah of the Eliades Trust Acquisition or the Eldorado Resolution are binding and
27

28
⁵ See also *State Sec. Ins. Co. v. Linton*, 384 N.E.2d 718, 721 (Ill. Ct. App. 1978) ("In connection with the effect of the judicial admission in Linton's answer to plaintiff's complaint, we note the rule that once a statement of fact has been admitted in the pleadings, it constitutes a judicial admission, it is binding on the party making it, and it makes it unnecessary for the opposing party to introduce evidence in support thereof because it has the effect of withdrawing the fact from issue.").

1 controlling and defendants are barred from attempting to present any evidence seeking
2 to alter, contest or change this stipulated fact.⁶ *Sien v. Sien*, 889 P.2d 1268, 1272
3 (Okla. Ct. App. 1994) ("the court had no duty to look beyond . . . stipulations as they . .
4 . are binding and conclusive on the parties."); *see also* 32 C.J.S. Evidence § 628 (May
5 2010) ("Admissions in a pleading have the effect of withdrawing a fact from issue and
6 eliminating the necessity of proof relating to the fact so admitted . . .").
7

8 With regard to Nanyah's discovery of the Eliades Trust Acquisition or the
9 Eldorado Resolution in December, 2012, defendants affirmatively represented in their
10 Original and Amended Answers that they have no personal knowledge regarding this
11 fact. This representation is a clear admission and the defendants are again bound by
12 their admission of lack of knowledge. *Reyburn Lawn & Landscape Designers, Inc. v.*
13 *Plaster Development Co., Inc.*, 255 P.3d 268, 276-277 (Nev. 2011) ("Judicial
14 admissions are defined as deliberate, clear, unequivocal statements by a party about a
15 concrete fact within that party's knowledge.".)
16

17 Defendants' judicial admissions that they never once informed Nanyah of the
18 Eliades Trust Acquisition or the Eldorado Resolution is conclusive and binding on this
19 Court. Further, not only are defendants' bound by their judicial admissions, they are
20 also barred from attempting at trial to contradict these admissions.
21

22 **IV. CONCLUSION.**

23 Based upon the foregoing, the Court should grant Nanyah's motion and enter an
24 Order as follows:
25

- 26 1. It is an established fact that Defendants never informed Nanyah about the
27 Eliades Trust Acquisition or the Eldorado Resolution; and

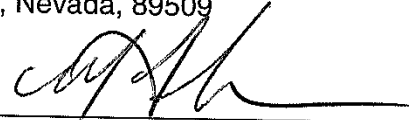
28 ⁶ See e.g., Nevada Pattern Jury Instruction 2.06 ("If counsel for the parties have stipulated to any fact, you will regard that fact as being conclusively proved.").

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2. That the defendants are barred from attempting to rebut any evidence presented by Nanyah that it was not until December, 2012, that Nanyah discovered defendants' actions relating to the Eliades Trust Acquisition and the Eldorado Resolution actions.

AFFIRMATION: This document does not contain the social security number of any person.

DATED this 10th day of May, 2018.

SIMONS LAW, PC
6490 S. McCarran Blvd., #20
Reno, Nevada, 89509



MARK G. SIMONS
Attorney for Nanyah Vegas, LLC

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, PC and that on this date I caused to be served a true copy of the
**NANYAH VEGAS, LLC'S MOTION IN LIMINE #3 RE: DEFENDANTS BOUND BY
THEIR ANSWERS TO COMPLAINT** on all parties to this action via the Odyssey E-
Filing System:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
Joseph A. Liebman	ilienbman@baileykennedy.com
Andrew Leavitt	andrewleavitt@gmail.com
Angela Westlake	awestlake@lionelsawyer.com
Brandon McDonald	brandon@mcdonaldlayers.com
Bryan A. Lindsey	bryan@nvfirm.com
Charles Barnabi	cj@mcdonaldlawyers.com
Christy Cahall	christy@nvfirm.com
Lettie Herrera	lettie.herrera@andrewleavittlaw.com
Rob Hernquist	rhernquist@lionelsawyer.com
Samuel A. Schwartz	sam@nvfirm.com
Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 10th day of May, 2018.


Employee of SIMONS LAW, PC

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1.	Membership Interest Assignment	6
2.	Simons' Aff.	2
3.	Unanimous Written Consent	2
4.	Complaint excerpts	4
5.	Amended Answer Excerpts	3

EXHIBIT 1

EXHIBIT 1

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective as of the 1st day of January, 2012, by and among Sigmund Rogich, as Trustee of The Rogich 2004 Family Irrevocable Trust, ("Rogich" or "Assignor") and ("The Blades Survivor Trust of 10/30/08" or "Blades" or "Assignee") (each a "Party" and collectively the "Parties") with respect to the following facts and circumstances:

RECITALS:

- A. Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).
- B. Eldorado's debts and expenditures far exceed the value of its assets.
- C. Eldorado is in need of cash contributions and/or loans to continue its business.
- D. Teld and Blades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.
- E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.
- F. Blades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without further equity position in Eldorado.
- G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below.
- H. Blades is willing to accept the Rogich Membership Interest in Eldorado in exchange for the Consideration set forth below.
- I. The Parties, as well as the members of Eldorado (Rogich and Teld, LLC), in all of their respective positions and offices each approve of the transfer of the Membership Interest from Rogich to Blades.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions herein set forth, it is agreed as follows:

1. Assignment of Interest. Subject to the terms and conditions set forth in this Agreement, Rogich hereby transfers and conveys the Membership Interest including all of his rights, title and interest of whatever kind or nature in the Membership Interest to Eliades, and Eliades hereby acquires the Membership Interest from Rogich, upon receipt of the Consideration (as defined herein below) at closing.

2. Consideration. Consideration to be tendered by Eliades to Rogich for the Membership Interest shall be the sum of \$682,080.00.

3. Representations of Rogich. Rogich represents and warrants to Eliades as follows:

a. Rogich is the owner, beneficially and of record, of the Membership Interest, subject to a promissory note and security agreement in favor of Teld, LLC, a Nevada Limited Liability Company (Teld) a current member of Eldorado. Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Rogich has full power to transfer the Membership Interest to Eliades without obtaining the consent or approval of any other person or governmental authority and there is no existing impediment to the sale and transfer of such Membership from Rogich to Eliades, other than the consent of Teld, LLC.

c. Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Bddyline Investments, L.L.C.

4. Closing. The Closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement, the payment of consideration as herein stated and the delivery of Satisfaction of Promissory Note and Release of Security to Teld.

5. Consents to Transfer. By their signatures, set forth following the signature page to this Agreement, Teld, Eldorado, The Rogich 2004 Family Irrevocable Trust, Sigmund Rogich and Peter Eliades hereby approve of the transactions contemplated herein in all of the respective capacities including by not limited to capacities as guarantors, managers and/or members of Eldorado or Teld, as applicable, and further release Rogich from any and all future obligations under both the Promissory Note in Favor of Teld and the Eldorado operational documentation and related agreements.

6. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Teld: Teld, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to Rogich: Sig Rogich
3883 Howard Hughes Parkway, Suite 590
Las Vegas, Nevada 89169

If to Eldorado: Eldorado, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to The Eliades Survivor Trust of 10/30/08:

The Eliades Survivor Trust of 10/30/08
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

Any party hereto may change its address for the purpose of receiving notices or demands and hereinabove provided by a written notice given in the manner aforesaid to the other

party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement, Execution of Additional Documents. This Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous such agreements, negotiations, memorandum, and understandings, whether written or oral. Notwithstanding the above-provision, the

Parties hereby agree to execute such other documents and instruments necessary or useful to complete the transactions contemplated herein and to comply with any applicable required approvals, laws, rules, or regulations.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiate Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it

shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Membership Interest Purchase Agreement effected the day and year above-written,

"TELD"


By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY
IRREVOCABLE TRUST"


By: Sigmund Rogich, its Trustee

"THE ELIADES SURVIVOR TRUST of 10/30/08"


By: Peter Eliades, its Trustee

EXHIBIT 2

EXHIBIT 2

1 **AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF**
2 **NANYAH VEGAS, LLC'S MOTION IN LIMINE #3 RE: DEFENDANTS BOUND BY**
3 **THEIR ANSWERS TO COMPLAINT**

4 STATE OF NEVADA)
5)ss.
6 COUNTY OF WASHOE)

7 I, Mark Simons, being duly sworn, depose and state under penalty of perjury the
8 following:

9 1. I am an attorney licensed in Nevada and am counsel representing Nanyah
10 Vegas, LLC in this matter. I am a shareholder with the law firm of SIMONS LAW, PC.

11 2. I have personal knowledge of the facts set forth in this affidavit, and if I am
12 called as a witness, I would and could testify competently as to each fact set forth
13 herein.

14 3. I submit this affidavit in support of NANYAH VEGAS, LLC'S MOTION IN
15 LIMINE #3 RE: DEFENDANTS BOUND BY THEIR ANSWERS TO COMPLAINT
16 ("Motion"), to which this affidavit is attached as Exhibit 2.

17 4. Exhibit 1 to the Motion is a true and correct copy of the Membership
18 Interest Assignment Agreement, bates numbered EH000008-13.

19 5. Exhibit 3 to the Motion is a true and correct copy of Unanimous Written
20 Consent of the Managers of Eldorado Hills, LLC, bates numbered EH000014-15.

21 6. Exhibit 4 to the Motion are true and correct excerpts of Nanyah's
22 November 4, 2016 Complaint.

23 7. Exhibit 5 to the Motion are true and correct excerpts of the Defendants'
24 January 23, 2018 First Amended Answer to Complaint.

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FURTHER AFFIANT SAYETH NAUGHT.

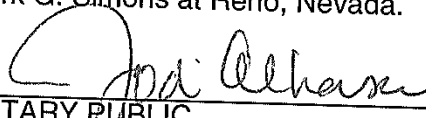
Dated this 10th day of May, 2018.



MARK G. SIMONS

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

Subscribed and sworn to before me
on this 10th day of May, 2018 by
Mark G. Simons at Reno, Nevada.



NOTARY PUBLIC

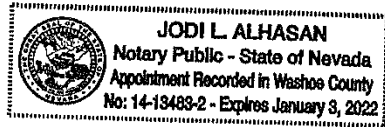


EXHIBIT 3

EXHIBIT 3

UNANIMOUS WRITTEN CONSENT OF THE
MANAGERS
OF
ELDORADO HILLS, LLC

The undersigned, being all of the managers of ELDORADO HILLS, LLC, a Nevada limited-liability company (the "Company"), pursuant to Nevada Revised Statutes Section 78.315(2), do hereby consent and subscribe to the following recitals and resolutions:

RECITALS:

- A. The Rogich 2004 Family Irrevocable Trust (Rogich) has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") subject to a potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.,
- B. Eldorado's debts and expenditures far exceed the value of its assets.
- C. Eldorado is in need of cash contributions and/or loans to continue its business.
- D. Teld and Pete Bliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.
- E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.
- F. Pete Bliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without a further equity position in Eldorado.
- G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado (including the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.) to The Bliades Survivor Trust of 10/30/08 in exchange for \$682,080.00
- H. Rogich executed a promissory note dated 10/30/08 secured by Rogich's membership in Eldorado.

I. That neither Teld or Eldorado desire to purchase the Rogich interest, but as a condition for the transfer of the Rogich interest, Teld demands payment of its 10/30/08 note in full.

RESOLVED, That Rogich may sell and transfer its membership interest. However, the purchase agreement must provide that Teld be paid on the promissory note of 10/30/08. Payment of the note may occur at the time of closing the membership interest transfer from Rogich to The Eliades Survivor Trust of 10/30/08.

DATED effective the 1st day of January, 2012.

Teld LLC, Manager


By: Pete Eliades, Managing Member

The Rogich 2004 Family Irrevocable Trust, Manager

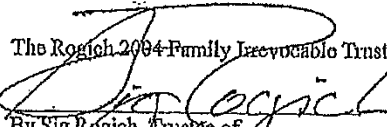
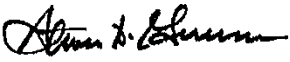

By Sig Rogich, Trustee of
The Rogich 2004 Family Irrevocable Trust

EXHIBIT 4

EXHIBIT 4


CLERK OF THE COURT

1 **COMP**
2 Mark G. Simons, Esq. (SBN 5132)
3 **ROBISON, BELAUSTEGUI, SHARP & LOW**
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 Attorneys for Nanyah Vegas, LLC

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 **NANYAH VEGAS, LLC**, a Nevada limited
14 liability company,

CASE NO.: A-16-746239-C

15 Plaintiff,

DEPT. NO.: III

16 v.

17 **TELD, LLC**, a Nevada limited liability
18 company; **PETER ELIADAS**, individually
19 and as Trustee of the The Eliades Survivor
20 Trust of 10/30/08; **SIGMUND ROGICH**,
21 individually and as Trustee of The Rogich
22 Family Irrevocable Trust; **IMITATIONS**,
23 LLC, a Nevada limited liability company;
24 **DOES I-X**; and/or **ROE CORPORATIONS**
25 I-X, inclusive,

26 Defendants.

27 **COMPLAINT**

28 1. Plaintiff, Nanyah Vegas, LLC is a Nevada limited liability company
("Nanyah").

2. Defendant TELD, LLC is, and was at all times relevant hereto, a Nevada
limited liability company ("Teld").

3. Defendant Peter Eliades is an individual who is believed to be a resident
of the State of Nevada ("Peter Eliades").

4. Defendant Peter Eliadas is the Trustee of the The Eliades Survivor Trust
of 10/30/08 (the "Eliades Trust").

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

1 repaying the original \$600,000 that the Rogich Trust allegedly borrowed to acquire
2 6.67% interest of Flangas' ownership interest from Teld, plus \$83,000 in interest.

3 76. Nanyah has since discovered that the purported repayment of \$683,000 to
4 Eliades was a sham transaction perpetrated to assist Rogich Trust and Teld from
5 repaying the debt owed to Nanyah and to assist in transferring Rogich Trust's
6 membership interest to Teld's affiliated entity the Eliades Trust.

7 77. As part of the Eliades Trust Acquisition, a Unanimous Written Consent of
8 the Managers of Eldorado Hills, LLC was entered into by and between Rogich Trust and
9 Teld (hereinafter the "Eldorado Resolution").

10 78. The Eldorado Resolution identifies that Rogich Trust is transferring its
11 40% interest in Eldorado to the Eliadas Trust subject to the claims of Ray and Eddyline.

12 79. The Eldorado Resolution intentionally omits Rogich Trust's obligations to
13 Nanyah again demonstrating such transaction was perpetrated for the purpose of
14 avoiding Nanyah's membership interest in Eldorado.

15 80. Nanyah is informed and believes that by this time, Rogich Trust, Sigmund
16 Rogich, Teld, Pete Eliades and the Eliades Trust had agreed to effectuate the Eliades
17 Trust Acquisition for the purpose of depriving Nanyah from any ownership interest in
18 Eldorado and/or to avoid repayment of Nanyah's investment into Eldorado.

19 81. Nanyah has since been informed that as part of the Eliades Trust
20 Acquisition, Rogich Trust also received an additional interest in Imitations, LLC
21 ("Imitations") from the Eliades Trust, which Nanyah believes such interest is valued at
22 over \$2,500,000. Of note, further demonstrating the scheme to harm Nanyah,
23 Imitations, LLC was established by Peter Eliades as a Nevada limited liability company,
24 but has been solely controlled by Rogich or one of his entities since inception.

25 82. Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust
26 never informed Nanyah of the Eliadas Trust Acquisition and/or the Eldorado Resolution.

27 83. It was not until December, 2012, that Nanyah discovered that Rogich
28 Trust purported to no longer own any interest in Eldorado and that Rogich Trust's

1 interest in Eldorado had been transferred to Teld and/or the Eliades Trust.

2 84. Nanyah is informed and believes that Rogich Trust repaid Antonio its
3 investment in Eldorado and formally recognized Ray's and Eddyline's membership
4 interests in Eldorado.

5
6 **FIRST CLAIM FOR RELIEF**
7 **(Breach of Contract-Rogich Trust, Sigmund Rogich, Teld, Peter Eliades)**

8 85. Nanyah incorporates all prior allegations as if fully set forth herein.

9 86. Nanyah invested \$1.5 million into Eldorado.

10 87. At all relevant times, Nanyah claimed an ownership interest in Eldorado.

11 88. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the
12 Purchase Agreement, the Membership Agreements and the Amended and Restated
13 Operating Agreement, which agreements all specifically identified Nanyah as a third-
14 party beneficiary of each agreement.

15 89. Pursuant to the terms of these agreements, all parties agreed that
16 Nanyah's \$1.5 million investment into Eldorado would be documented as an "equity"
17 interest in Eldorado and, if not, such investment would otherwise be treated as "non-
18 interest bearing debt".

19 90. Nanyah's membership interest has no capital calls.

20 91. Nanyah's membership interest was required to be apportioned from
21 Rogich Trust's membership interest in Eldorado.

22 92. The defendants, and each of them, breached the terms of the foregoing
23 agreements by, among other things:

- 24 a. failing to provide Nanyah a membership interest in Eldorado;
- 25 b. failing to convert Nanyah's investment into a non-interest bearing
26 debt;
- 27 c. failing to inform Nanyah that Rogich Trust was transferring its full
28 membership interest in Eldorado to the Eliades Trust in breach of
the terms of the agreements;
- d. in transferring Rogich Trust's full membership interest in Eldorado
to the Eliades Trust in breach of the terms of the agreements; and

1 140. Accordingly, Nanyah is entitled to specific performance of the Purchase
2 Agreement, Membership Agreements and the Amended and Restated Operating
3 Agreement vesting Nanyah with a membership interest in Eldorado as detailed herein.

4 WHEREFORE, Nanyah prays for judgment against the Defendants, and each of
5 them, as follows:

- 6
- 7 1. For compensatory damages according to proof in excess of \$10,000.00;
 - 8 2. For general damages according to proof in excess of \$10,000.00;
 - 9 3. For punitive damages according to proof in excess of \$10,000.00;
 - 10 4. For the imposition of a constructive trust on the Eliades Trust's
11 membership interest in Eldorado including not limited to all profits Nanyah
12 is entitled to receive from the ownership and development of the Property;
 - 13 5. For declaratory relief;
 - 14 6. For specific performance;
 - 15 7. For costs of Court and attorneys' fees incurred;
 - 16 8. For such other relief as the Court determines appropriate.

17 **AFFIRMATION:** The undersigned does hereby affirm that this document does
18 not contain the Social Security Number of any person.

19 DATED this 4th day of November, 2016.

20
21 ROBISON, BELAUSTEGUI, SHARP & LOW
22 A Professional Corporation
23 71 Washington Street
24 Reno, Nevada 89503

25 By: MARK G. SIMONS, ESQ.
26 Attorneys for Nanyah Vegas, LLC

27 c:\wpdata\mgs130564.001 (nanyah)\p-complaint-new lawsuit_revised.docx

28
Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

EXHIBIT 5

EXHIBIT 5

Steven D. Grierson

1 ANS
2 Samuel S. Lionel, Esq. (Bar No. 1766)
3 FENNEMORE CRAIG, P.C.
4 300 S. Fourth Street, Suite 1400
5 Las Vegas, Nevada 89101
6 Tel.: (702) 692-8000
7 Fax: (702) 692-8099
8 Email: slionel@fclaw.com
9 Attorneys for Defendants

DISTRICT COURT
CLARK COUNTY, NEVADA

9 CARLOS A. HUERTA, an individual;
10 CARLOS A. HUERTA as Trustee of THE
11 ALEXANDER CHRISTOPHER TRUST, a
12 Trust established in Nevada as assignee of
13 interests of GO GLOBAL, INC., a Nevada
14 corporation; NANYAH VEGAS, LLC, A
15 Nevada limited liability company,

13 Plaintiffs,

14 v.

15 SIG ROGICH aka SIGMUND ROGICH as
16 Trustee of The Rogich Family Irrevocable
17 Trust; ELDORADO HILLS, LLC, a Nevada
18 limited liability company; DOES I-X; and/or
19 ROE CORPORATIONS I-X, inclusive,

18 Defendants.

19 NANYAH VEGAS, LLC, a Nevada limited
20 liability company,

21 Plaintiff,

22 v.

22 TELD, LLC, a Nevada limited liability
23 company; PETER ELIADAS, individually and
24 as Trustee of the The Eliades Survivor Trust of
25 10/30/08; SIGMUND ROGICH, individually
26 and as Trustee of The Rogich Family
27 Irrevocable Trust; IMITATIONS, LLC, a
28 Nevada limited liability company; DOES I-X;
and/or ROE CORPORATIONS I-X, inclusive,

27 Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

DEFENDANTS' FIRST AMENDED
ANSWER TO COMPLAINT

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

FENNEMORE CRAIG

LAS VEGAS

1 alleged in Paragraph 69.

2 70. Deny the allegations in Paragraph 70 and allege that the new agreement speaks for
3 itself and any allegation inconsistent therewith is denied.

4 71. Allege they are without knowledge or information as to the truth of the allegations
5 alleged in Paragraph 71.

6 72. Answering Paragraph 72 allege the Eliades Trust Acquisition speaks for itself and
7 any allegation inconsistent therewith is denied.

8 73. Deny the allegations in Paragraph 73.

9 74. Deny the allegations in Paragraph 74.

10 75. Deny the allegations in Paragraph 75 and allege the \$682,000 payment was for the
11 loan when the Flangas stock was bought.

12 76. Deny the allegations in Paragraph 76 and allege it was not a sham transaction.

13 77. Admit the allegations in Paragraph 77.

14 78. Admit the allegations in Paragraph 78.

15 79. Deny the allegations in Paragraph 79 and allege that the Eldorado Resolution
16 speaks for itself and any allegation inconsistent therewith is denied.

17 80. Deny the allegations in Paragraph 80.

18 81. Deny the allegations in Paragraph 81 and allege the Eliades Acquisition Trust
19 speaks for itself and any allegation inconsistent therewith is denied.

20 82. Admit the allegations in Paragraph 82.

21 83. Allege they are without knowledge or information as the truth of the allegations in
22 Paragraph 83.

23 84. Answering paragraph 84 allege Antonio was never paid for an investment in
24 Eldorado and Ray and Eddyline had Eldorado memberships.

25 85. Repeat and reallage their answers to Paragraphs 1 through 84.

26 86. Deny the allegations in Paragraph 86.

27 87. Deny the allegations in Paragraph 87.

28 88. Deny the allegations in Paragraph 88.

FENNEMORE CRAIG

LAS VEGAS

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SIXTH AFFIRMATIVE DEFENSE

Defendants have always acted in good faith and fairly.

SEVENTH AFFIRMATIVE DEFENSE

The alleged Membership Agreements are null and void and of no effect.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by applicable statutes of fraud.

NINTH AFFIRMATIVE DEFENSE

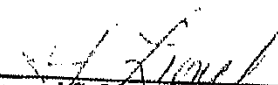
There is a lack of consideration for Plaintiff's claims.

ELEVENTH AFFIRMATIVE DEFENSE

Defendants are informed and believe and on such basis allege they may have defenses available which are not fully known and of which Defendants are not presently aware. Defendants reserve the right to raise and assert additional defenses after such defenses have been ascertained.

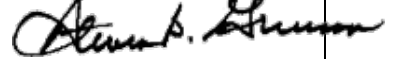
WHEREFORE Defendants pray that the Complaint be dismissed with prejudice and the Defendants be awarded their attorney fees and costs.

FENNEMORE CRAIG, P.C.

By: 
Samuel S. Lionel, Esq. (NV Bar No. 1766)
300 South Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
E-mail: slionel@fclaw.com
Attorneys for Defendants

FENNEMORE CRAIG

LAS VEGAS



NNOP (CIV)

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Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

BAILEY ♦ KENNEDY

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DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

Attorneys for Defendants PETE ELIADES, THE
ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
Corporation; NANYAH VEGAS, LLC, A
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of The Eliades Survivor Trust of
10/30/08; SIGMUND ROGICH, individually
and as Trustee of The Rogich Family
Irrevocable Trust; IMITATIONS, LLC, a
Nevada limited liability company; DOES I-X;
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

**DEFENDANTS PETER ELIADES,
INDIVIDUALLY AND AS TRUSTEE OF
THE ELIADES SURVIVOR TRUST OF
10/30/08, ELDORADO HILLS, LLC,
AND TELD, LLC'S NOTICE OF NON-
OPPOSITION TO NANYAH VEGAS,
LLC'S MOTION TO CONTINUE TRIAL
AND TO SET FIRM TRIAL DATE ON
ORDER SHORTENING TIME**

Hearing Date: May 17, 2018

Hearing Time: 9:30 A.M.

CONSOLIDATED WITH:

Case No. A-16-746239-C

**DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE
ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S
NOTICE OF NON-OPPOSITION TO NANYAH VEGAS, LLC'S MOTION TO CONTINUE
TRIAL AND TO SET FIRM TRIAL DATE ON ORDER SHORTENING TIME**

Pursuant to EDCR 2.20(e), Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC (collectively, the "Eliades Defendants") hereby file their Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time. The Eliades Defendants' counsel has potential personal and professional conflicts during this Court's five-week stack, which begins on June 25, 2018. Specifically:

- Dennis L. Kennedy, Esq. may need to participate in a three-day confirmation hearing in the following bankruptcy proceeding: *In re Sterling Entertainment Group LV, LLC*, Case No. 18-11484-led, pending in the United States Bankruptcy Court for the District of Nevada;¹
- Joseph A. Liebman, Esq. is currently in the process of building a new residence and selling his existing residence, and will likely need to move during the five-week stack.

Therefore, the Eliades Defendants prefer that the Court continue the trial date in this matter to a later date, especially since their counsel is still relatively new to this matter. For obvious reasons, the Eliades Defendants would also prefer a firm trial setting if possible, as this Court recently alluded to

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¹ Although a firm date has not been set, this hearing may proceed on the last week of the five-week stack—July 23, 2018.

1 at the end of the April 18, 2018 hearing. That being said, if this Court desires to maintain the current
2 trial setting, the Eliades Defendants and their counsel will adjust their schedules accordingly.

3 DATED this 11th day of May, 2018.

4 BAILEY ♦ KENNEDY

5
6 By: /s/ Joseph A. Liebman

7 DENNIS L. KENNEDY

8 JOSEPH A. LIEBMAN

9 *Attorneys for Defendants*

10 PETE ELIADES, THE ELIADES

11 SURVIVOR TRUST OF 10/30/08, TELD,
12 LLC and ELDORADO HILLS, LLC
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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 11th day of May, 2018, service of the foregoing **DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S NOTICE OF NON-OPPOSITION TO NANYAH VEGAS, LLC'S MOTION TO CONTINUE TRIAL AND TO SET FIRM TRIAL DATE ON ORDER SHORTENING TIME** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ.
SIMONS LAW, PC
6490 So. McCarran Blvd., #20
Reno, NV 89509

Email: mark@mgsimonslaw.com

Attorneys for Plaintiff
NANYAH VEGAS, LLC

SAMUEL S. LIONEL, ESQ.
FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101

Email: slionel@fclaw.com

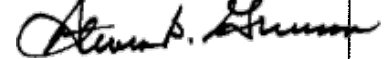
Attorneys for Defendant
SIG ROGICH aka SIGMUND
ROGICH, Individually and as
Trustee of THE ROGICH FAMILY
IRREVOCABLE TRUST, and
IMITATIONS, LLC

CHARLES E. ("CJ") BARNABI JR.
**COHEN JOHNSON PARKER
EDWARDS**
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Las Vegas, NV 89119

Email: cj@cohenjohnson.com

Attorneys for Plaintiffs
CARLOS A. HUERTA,
individually and as Trustee of THE
ALEXANDER CHRISTOPHER
TRUST, and GO GLOBAL, INC.

/s/ Sharon L. Murnane
Employee of BAILEY❖KENNEDY



ROPP

Mark G. Simons, Esq., NSB No. 5132
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Reno, Nevada, 89509
Telephone: (775) 785-0088
Facsimile: (775) 785-0087
Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee
of interests of GO GLOBAL, INC., a
Nevada corporation; NANYAH VEGAS,
LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADAS, individually
and as Trustee of the The Eliades
Survivor Trust of 10/30/08; SIGMUND
ROGICH, individually and as Trustee of
The Rogich Family Irrevocable Trust;
IMITATIONS, LLC, a Nevada limited
liability company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive,

Defendants.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

**NANYAH VEGAS, LLC'S REPLY
IN SUPPORT OF MOTION TO
CONTINUE TRIAL AND TO SET
FIRM TRIAL DATE**

1 **NANYAH VEGAS, LLC'S REPLY IN SUPPORT OF MOTION TO CONTINUE TRIAL**
2 **AND TO SET FIRM TRIAL DATE**

3 NANYAH VEGAS, LLC, by and through its attorney Mark G. Simons, Esq. of
4 SIMONS LAW, PC, hereby submits this Reply to Defendants Sigmund Rogich,
5 Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitation, LLC's
6 (hereinafter "Rogich") Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and
7 Set Firm Trial Date.

8 **I. THE OPPOSITIONS PROVIDE NO SUBSTANTIVE OBJECTION TO THE**
9 **RELIEF REQUESTED.**

10 **A. THE ROGICH OPPOSITION.**

11 Rogich's opposition provides no substantive objection to the minor request to
12 continue the trial. Instead, Rogich relies on a stale reason to move Mr. Harlap's
13 deposition back in 2017. What was occurring in 2017 has nothing to do with current
14 events and/or the trial date in this action. Instead, all Rogich's opposition is a petty
15 attempt to object when in fact the relief requested is reasonable and should be granted.
16 *See e.g.,* Rogich Opp., p. 3 ("Mr. Harlap is not entitled to have uninterrupted vacations .
17 ..."). Again, Rogich provides no substantive argument why the relief should not be
18 granted and fails to articulate a single reason that the minor continuance would impact
19 any aspect of the trial. Therefore, the motion should be granted.

20 **B. THE ELIADES OPPOSITION.**

21 Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of
22 10/30/08 ("Eliades") also filed a Notice of Non-Opposition. Eliades also identified a
23 number of potential conflicts counsel had with the Court's June stack. The Eliades
24 defendants therefore also preferred that the Court continue the trial date to a later date
25 and to set a firm trial date as well.

26 ///

27 ///

28 ///

1 **II. CONCLUSION.**

2 Based upon the Eliades defendants' agreement to continue the trial and the non-
3 substantive objection by Rogich, the Court should grant the requested relief and
4 continue the trial to the Court's October stack and set a firm trial date.
5

6 **AFFIRMATION:** This document does not contain the social security number of
7 any person.

8 DATED this 15th day of May, 2018.

9
10 SIMONS LAW, PC
11 6490 S. McCarran Blvd., #20
12 Reno, Nevada, 89509

13 
14 _____
15 MARK G. SIMONS
16 Attorney for Nanyah Vegas, LLC
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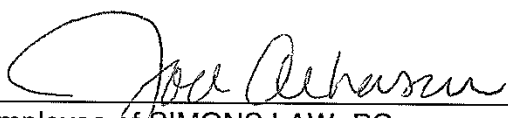
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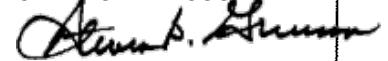
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, PC and that on this date I caused to be served a true copy of the
**NANYAH VEGAS, LLC'S REPLY IN SUPPORT OF MOTION TO
CONTINUE TRIAL AND TO SET FIRM TRIAL DATE** on all parties to this
action via the Odyssey E-Filing System:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
Joseph A. Liebman	jlienbman@baileykennedy.com
Andrew Leavitt	andrewleavitt@gmail.com
Angela Westlake	awestlake@lionelsawyer.com
Brandon McDonald	brandon@mcdonaldlayers.com
Bryan A. Lindsey	bryan@nvfirm.com
Charles Barnabi	cj@mcdonaldlawyers.com
Christy Cahall	christy@nvfirm.com
Lettie Herrera	lettie.herrera@andrewleavittlaw.com
Rob Hernquist	rhernquist@lionelsawyer.com
Samuel A. Schwartz	sam@nvfirm.com
Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 15th day of May, 2018.


Employee of SIMONS LAW, PC



1 **ORDR**

2 Mark G. Simons, Esq., NSB No. 5132
3 SIMONS LAW, PC
4 6490 S. McCarran Blvd., #20
5 Reno, Nevada, 89509
6 Telephone: (775) 785-0088
7 Facsimile: (775) 785-0087
8 Email: mark@mgsimonslaw.com

9 *Attorneys for Nanyah Vegas, LLC*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 CARLOS A. HUERTA, an individual;
13 CARLOS A. HUERTA as Trustee of THE
14 ALEXANDER CHRISTOPHER TRUST, a
15 Trust established in Nevada as assignee of
16 interests of GO GLOBAL, INC., a Nevada
17 corporation; NANYAH VEGAS, LLC, A
18 Nevada limited liability company,

19 Plaintiffs,

20 v.

21 SIG ROGICH aka SIGMUND ROGICH as
22 Trustee of The Rogich Family Irrevocable
23 Trust; ELDORADO HILLS, LLC, a Nevada
24 limited liability company; DOES I-X; and/or
25 ROE CORPORATIONS I-X, inclusive,

26 Defendants.

27 NANYAH VEGAS, LLC, a Nevada limited
28 liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of the Eliades Survivor Trust of
10/30/08; SIGMUND ROGICH, individually
and as Trustee of The Rogich Family
Irrevocable Trust; IMITATIONS, LLC, a
Nevada limited liability company; DOES I-X;
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING COUNTERMOTION
FOR SUMMARY JUDGMENT AND
DENYING NRCP 56(F) RELIEF**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 The Countermotion for Summary Judgment and Motion for NRCP 56(f) Relief filed by
2 Plaintiff Nanyah Vegas, LLC ("Nanyah") having come on regularly to be heard on April 18,
3 2018, Mark G. Simons of SIMONS LAW, PC, representing Nanyah and Samuel S. Lionel of
4 Fennemore Craig, P.C. representing The Rogich Defendants and Joseph A. Liebman of Bailey
5 Kennedy representing the Eliades Defendants and the Court having hearing argument and good
6 cause appearing, does hereby find as follows:

7 1. Nanyah's Countermotion for Summary Judgment is denied.

8 2. Nanyah's Motion for NRCP 56(f) relief is denied.

9 Dated this 17 day of May, 2018.

10
11 Nancy L. Alf
12 DISTRICT COURT JUDGE
13 *NE*

12 Respectfully submitted by:

13 SIMONS LAW, PC

14 BY: *[Signature]*

15 Mark Simons, Esq., Nevada Bar No. 5132
16 6490 South McCarran Blvd., #20
17 Reno, Nevada 89509
18 mark@mgsimonslaw.com
19 Attorney for Plaintiff Nanyah Vegas, LLC

18 Approved:

19 This ____ day of ____, 2018

20 FENNEMORE CRAIG, P.C.

21
22 Samuel S. Lionel, Esq. NV Bar No. 1766
23 Brenoch Wirthlin, Esq. NV Bar No. 10282
24 300 S. Fourth Street, Suite 1400
25 Las Vegas, NV 89101
26 Tel: 702-692-8000
27 Fax: 702-692-8099

28 Attorneys for Sigmund Rogich, Individually and as Trustee of
The Rogich Family Irrevocable Trust and Imitations, LLC

///
///

1 BAILEY KENNEDY
2

3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125
5 Dennis Kennedy, Esq., Nevada Bar No. 1462
6 8984 Spanish Ridge Avenue
7 Las Vegas, NV 89148
8 DKennedy@BaileyKennedy.com
9 JLiebman@BaileyKennedy.com
10 *Attorneys for Defendants Pete Eliades, individually, and as*
11 *Trustee of The Eliades Survivor Trust of 10/30/08*
12 *Teld, LLC and Eldorado Hills, LLC*
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Steven D. Grierson

ORDR

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Facsimile: (775) 785-0087
Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, A
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of the Eliades Survivor Trust of
10/30/08; SIGMUND ROGICH, individually
and as Trustee of The Rogich Family
Irrevocable Trust; IMITATIONS, LLC, a
Nevada limited liability company; DOES I-X;
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER PARTIALLY GRANTING
SUMMARY JUDGMENT**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

BENNETT CROIG

LAS VEGAS

13882013

1 The Motion for Summary Judgment by Defendant Sigmund Rogich, individually and as
2 Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"),
3 joined by Peter Eliades, individually and as Trustee of the Eliades Survivor Trust of 10/30/08,
4 Eldorado Hills, LLC, and Teld, LLC ("Eliades Defendants") having come on regularly to be
5 heard on April 18, 2018, Samuel S. Lionel of Fennemore Craig, P.C. representing The Rogich
6 Defendants and Joseph A. Liebman of Bailey Kennedy representing the Eliades Defendants and
7 the Court having hearing argument and good cause appearing, does hereby set forth the
8 undisputed material facts and the Court's legal determinations.

9 **RELEVANT FACTS**

10 1. Plaintiff's Complaint against the Rogich Defendants and the Eliades Defendants
11 was filed on November 4, 2016.

12 2. The alleged transfer of the Eldorado Membership interest from the Rogich Trust to
13 the Eliades Trust occurred no later than September 2012.

14 3. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
15 Trust against the Rogich Defendants and the Eliades Defendants accrued no later than September
16 2012.

17 4. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
18 Trust were filed more than four years after they accrued.

19 **LEGAL DETERMINATION**

20 1. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
21 Trust were filed more than 4 years after the alleged membership interest transfer.

22 2. NRS 112.230(1) provides that a claim for fraudulent transfer is extinguished if not
23 brought within four years after the date of the transfer.

24 ~~3. The membership interest transfer is not a transfer that is permitted to be perfected~~
25 ~~and therefore, NRS 112.200(1)(b)'s and NRS 112.200(2)'s provisions do not apply.~~ *At For NLA*

26 3. The Rogich Defendants and the Eliades Defendants are awarded Partial Summary
27 Judgment dismissing the Fifth and Seventh Claims, with prejudice.

28 4. Plaintiff's Fourth Claim for Intentional Interference with Contract has been

1 withdrawn by Plaintiff and should be dismissed.

2 5. The Motion of the Rogich Defendants' for Summary Judgment and the Joinder of
3 the Eliades Defendants in said Motion for Summary Judgment with respect to Plaintiffs' First,
4 Second, Third, Sixth, Eighth and Ninth Claims is denied.

5 Dated this 17 day of May, 2018.

6
7 Nancy L. AEF
8 DISTRICT COURT JUDGE
9 AE

9 Respectfully submitted by:

10 SIMONS LAW, PC

11 BY: [Signature]

12 Mark/Simons, Esq., Nevada Bar No. 5132
13 6490 South McCarran Blvd., #20
14 Reno, Nevada 89509
15 mark@mgsimonslaw.com
16 Attorney for Plaintiff Nanyah Vegas, LLC

15 Approved:

16 This ____ day of ____, 2018

17 FENNEMORE CRAIG, P.C.

18 Samuel S. Lionel, Esq. NV Bar No. 1766
19 Brenoch Wirthlin, Esq. NV Bar No. 10282
20 300 S. Fourth Street, Suite 1400
21 Las Vegas, NV 89101
22 Tel: 702-692-8000
23 Fax: 702-692-8099

24 Attorneys for Sigmund Rogich, Individually and as Trustee of
25 The Rogich Family Irrevocable Trust and Imitations, LLC
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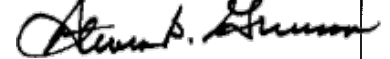
1 BAILEY KENNEDY

2 By:

3 Joseph Liebman, Esq., Nevada Bar No. 10125
4 Dennis Kennedy, Esq., Nevada Bar No. 1462
5 8984 Spanish Ridge Avenue
6 Las Vegas, NV 89148
7 DKennedy@BaileyKennedy.com
8 JLiebman@BaileyKennedy.com
9 Attorneys for Defendants Pete Eliades, individually, and as
10 Trustee of The Eliades Survivor Trust of 10/30/08
11 Teld, LLC and Eldorado Hills, LLC
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DENNIS KENNEDY

LAS VEGAS



NEOJ

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Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee
of interests of GO GLOBAL, INC., a
Nevada corporation; NANYAH VEGAS,
LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADAS, individually
and as Trustee of the The Eliades
Survivor Trust of 10/30/08; SIGMUND
ROGICH, individually and as Trustee of
The Rogich Family Irrevocable Trust;
IMITATIONS, LLC, a Nevada limited
liability company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive,

Defendants.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

NOTICE OF ENTRY OF ORDERS

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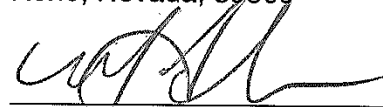
PLEASE TAKE NOTICE THAT on May 17, 2018, an Order Denying
Countermotion for Summary Judgment and Denying NRCP 56(f) Relief was entered by
the Honorable Nancy L. Alf and filed with this Court on May 22, 2018 in this matter. A
true and correct copy of the Order is attached hereto as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE THAT on May 17, 2018, an Order Partially
Granting Summary Judgment was entered by the Honorable Nancy L. Alf and filed with
this Court on May 22, 2018 in this matter. A true and correct copy of the Order is
attached hereto as **Exhibit 2**.

AFFIRMATION: This document does not contain the social security number of
any person.

DATED this 22nd day of May, 2018.

SIMONS LAW, PC
6490 S. McCarran Blvd., #20
Reno, Nevada, 89509



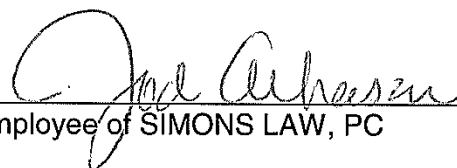
MARK G. SIMONS
Attorney for Nanyah Vegas, LLC

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
3 SIMONS LAW, PC and that on this date I caused to be served a true copy of the
4 **NOTICE OF ENTRY OF ORDERS** on all parties to this action via the Odyssey E-
5 Filing System:
6

7	Dennis L. Kennedy	dkennedy@baileykennedy.com
8	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
9	Joseph A. Liebman	jlienbman@baileykennedy.com
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13	Bryan A. Lindsey	bryan@nvfirm.com
14	Charles Barnabi	cj@mcdonaldlawyers.com
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17	Rob Hernquist	rhernquist@lionelsawyer.com
18	Samuel A. Schwartz	sam@nvfirm.com
19	Samuel Lionel	slionel@fclaw.com
20	CJ Barnabi	cj@cohenjohnson.com
21	H S Johnson	calendar@cohenjohnson.com
22	Erica Rosenberry	erosenberry@fclaw.com

23 DATED this 12 day of May, 2018.

24 
Employee of SIMONS LAW, PC

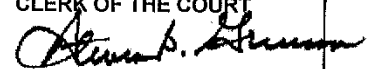
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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order Denying Countermotion	3
2	Order Partially Granting Summary Judgment	4

EXHIBIT 1

EXHIBIT 1



1 **ORDR**

2 Mark G. Simons, Esq., NSB No. 5132
3 SIMONS LAW, PC
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5 Reno, Nevada, 89509
6 Telephone: (775) 785-0088
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8 Email: mark@mgsimonslaw.com

9 *Attorneys for Nanyah Vegas, LLC*

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 CARLOS A. HUERTA, an individual;
13 CARLOS A. HUERTA as Trustee of THE
14 ALEXANDER CHRISTOPHER TRUST, a
15 Trust established in Nevada as assignee of
16 interests of GO GLOBAL, INC., a Nevada
17 corporation; NANYAH VEGAS, LLC, A
18 Nevada limited liability company,

19 Plaintiffs,

20 v.

21 SIG ROGICH aka SIGMUND ROGICH as
22 Trustee of The Rogich Family Irrevocable
23 Trust; ELDORADO HILLS, LLC, a Nevada
24 limited liability company; DOES I-X; and/or
25 ROE CORPORATIONS I-X, inclusive,

26 Defendants.

27 NANYAH VEGAS, LLC, a Nevada limited
28 liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of the Eliades Survivor Trust of
10/30/08; SIGMUND ROGICH, individually
and as Trustee of The Rogich Family
Irrevocable Trust; IMITATIONS, LLC, a
Nevada limited liability company; DOES I-X;
and/or ROE CORPORATIONS I-X, inclusive,

Defendants,

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

ORDER DENYING COUNTERMOTION
FOR SUMMARY JUDGMENT AND
DENYING NRCP 56(F) RELIEF

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 The Countermotion for Summary Judgment and Motion for NRCP 56(f) Relief filed by
2 Plaintiff Nanyah Vegas, LLC ("Nanyah") having come on regularly to be heard on April 18,
3 2018, Mark G. Simons of SIMONS LAW, PC, representing Nanyah and Samuel S. Lionel of
4 Fennemore Craig, P.C. representing The Rogich Defendants and Joseph A. Liebman of Bailey
5 Kennedy representing the Eliades Defendants and the Court having hearing argument and good
6 cause appearing, does hereby find as follows:

- 7 1. Nanyah's Countermotion for Summary Judgment is denied.
8 2. Nanyah's Motion for NRCP 56(f) relief is denied.

9 Dated this 17 day of May, 2018.

11 Nancy L. Alf
DISTRICT COURT JUDGE
12 AE

13 Respectfully submitted by:

14 SIMONS LAW, PC

15 BY: [Signature]

16 Mark Simons, Esq., Nevada Bar No. 5132
6490 South McCarran Blvd., #20
Reno, Nevada 89509
mark@mgsimonslaw.com
17 Attorney for Plaintiff Nanyah Vegas, LLC

18 Approved:

19 This ____ day of ____, 2018

20 FENNEMORE CRAIG, P.C.

21
22 Samuel S. Lionel, Esq. NV Bar No. 1766
23 Brenoch Wirthlin, Esq. NV Bar No. 10282
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
24 Tel: 702-692-8000
Fax: 702-692-8099

25 Attorneys for Sigmund Rogich, Individually and as Trustee of
26 The Rogich Family Irrevocable Trust and Imitations, LLC

27 ///
28 ///

SIMONS LAW, PC
6490 S. MCCARRAN
BLVD., #20
RENO, NV 89503
(775) 785-0088

1 BAILEY KENNEDY
2

3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125
5 Dennis Kennedy, Esq., Nevada Bar No. 1462
6 8984 Spanish Ridge Avenue
7 Las Vegas, NV 89148
8 DKennedy@BaileyKennedy.com
9 JLiebman@BaileyKennedy.com
10 *Attorneys for Defendants Pete Eliades, individually, and as*
11 *Trustee of The Eliades Survivor Trust of 10/30/08*
12 *Teld, LLC and Eldorado Hills, LLC*
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EXHIBIT 2

EXHIBIT 2

Steven D. Grierson

ORDR

Mark G. Simons, Esq., NSB No. 5132
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Telephone: (775) 785-0088
Facsimile: (775) 785-0087
Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, A
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of the Eliades Survivor Trust of
10/30/08; SIGMUND ROGICH, individually
and as Trustee of The Rogich Family
Irrevocable Trust; IMITATIONS, LLC, a
Nevada limited liability company; DOES I-X;
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

ORDER PARTIALLY GRANTING
SUMMARY JUDGMENT

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

PRINIMIDUS CRAIG

LAS VEGAS

13882013

1 The Motion for Summary Judgment by Defendant Sigmund Rogich, individually and as
2 Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"),
3 joined by Peter Eliades, individually and as Trustee of the Eliades Survivor Trust of 10/30/08,
4 Eldorado Hills, LLC, and Teld, LLC ("Eliades Defendants") having come on regularly to be
5 heard on April 18, 2018, Samuel S. Lionel of Fennemore Craig, P.C. representing The Rogich
6 Defendants and Joseph A. Liebman of Bailey Kennedy representing the Eliades Defendants and
7 the Court having hearing argument and good cause appearing, does hereby set forth the
8 undisputed material facts and the Court's legal determinations.

9 **RELEVANT FACTS**

10 1. Plaintiff's Complaint against the Rogich Defendants and the Eliades Defendants
11 was filed on November 4, 2016.

12 2. The alleged transfer of the Eldorado Membership interest from the Rogich Trust to
13 the Eliades Trust occurred no later than September 2012.

14 3. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
15 Trust against the Rogich Defendants and the Eliades Defendants accrued no later than September
16 2012.

17 4. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
18 Trust were filed more than four years after they accrued.

19 **LEGAL DETERMINATION**

20 1. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
21 Trust were filed more than 4 years after the alleged membership interest transfer.

22 2. NRS 112.230(1) provides that a claim for fraudulent transfer is extinguished if not
23 brought within four years after the date of the transfer.

24 ~~3. The membership interest transfer is not a transfer that is permitted to be perfected~~
25 ~~and therefore, NRS 112.200(1)(b)'s and NRS 112.200(2)'s provisions do not apply.~~ At For
NLA

26 3. The Rogich Defendants and the Eliades Defendants are awarded Partial Summary
27 Judgment dismissing the Fifth and Seventh Claims, with prejudice.

28 4. Plaintiff's Fourth Claim for Intentional Interference with Contract has been

1 withdrawn by Plaintiff and should be dismissed.

2 5. The Motion of the Rogich Defendants' for Summary Judgment and the Joinder of
3 the Eliades Defendants in said Motion for Summary Judgment with respect to Plaintiffs' First,
4 Second, Third, Sixth, Eighth and Ninth Claims is denied.

5 Dated this 17 day of May, 2018.

6
7 Nancy L. AEF
8 DISTRICT COURT JUDGE
9 AEF

9 Respectfully submitted by:

10 SIMONS LAW, PC

11 BY: [Signature]

12 Mark Simons, Esq., Nevada Bar No. 5132
13 6490 South McCarran Blvd., #20
14 Reno, Nevada 89509
mark@mgsimonslaw.com
Attorney for Plaintiff Nanyah Vegas, LLC

15 Approved:

16 This ____ day of ____, 2018

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Attorneys for Defendants PETE ELIADES, THE
ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
Corporation; NANYAH VEGAS, LLC, A
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of The Eliades Survivor Trust of
10/30/08; SIGMUND ROGICH, individually
and as Trustee of The Rogich Family
Irrevocable Trust; IMITATIONS, LLC, a
Nevada limited liability company; DOES I-X;
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

**DEFENDANT ELDORADO HILLS,
LLC'S MOTION FOR SUMMARY
JUDGMENT**

Hearing Date: 07/05/18

Hearing Time: 10:30 AM

CONSOLIDATED WITH:

Case No. A-16-746239-C

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
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DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR SUMMARY JUDGMENT

Pursuant to N.R.C.P. 56, Defendant Eldorado Hills, LLC ("Eldorado") moves for summary judgment dismissing Nanyah Vegas, LLC's ("Nanyah") unjust enrichment claim. Nanyah cannot pursue this equitable claim against an innocent recipient of Nanyah's alleged investment funds, especially considering that Eldorado did not retain the vast majority of the funds and one of Eldorado's members (the Rogich Family Irrevocable Trust) explicitly agreed to be solely responsible for any such obligation. Alternatively, the Court should enter summary judgment limiting Nanyah's unjust enrichment claim to \$80,000.00—the only portion of Nanyah's investment funds that Eldorado supposedly retained. Eldorado's Motion for Summary Judgment is based on the following Memorandum of Points and Authorities, the exhibits attached hereto, and any oral argument heard by the Court.

DATED this 1st day of June, 2018.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman
DENNIS L. KENNEDY
JOSEPH A. LIEBMAN

Attorneys for Defendants
PETE ELIADES, THE ELIADES
SURVIVOR TRUST OF 10/30/08, TELD,
LLC and ELDORADO HILLS, LLC

NOTICE OF HEARING

PLEASE TAKE NOTICE that the foregoing Motion for Summary Judgment will come on for hearing before the Court on the 05 day of July, 2018, at the hour of 10:30 A.M., or as soon thereafter as counsel can be heard in Dept. XXVII, at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.

DATED this 1st day of June, 2018.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman
DENNIS L. KENNEDY
JOSEPH A. LIEBMAN

Attorneys for Defendants
PETE ELIADES, THE ELIADES
SURVIVOR TRUST OF 10/30/08, TELD,
LLC and ELDORADO HILLS, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Although Nanyah has many pending legal claims against Sig Rogich (“Rogich”) and the Rogich Family Irrevocable Trust (the “Rogich Trust”), among others, its *only* pending claim against Eldorado is equitable—unjust enrichment. Yet it is anything but equitable to force Eldorado to reimburse Nanyah for \$1,500,000.00 that *Eldorado did not retain and never agreed to pay back*.

Go Global, LLC (“Go Global”), 100% owned and operated by Carlos Huerta (“Huerta”), was the entity that solicited Nanyah’s \$1,500,000.00 investment in December of 2007. Although Huerta now claims that Go Global solicited these funds on behalf of Eldorado, Huerta *immediately* paid the vast majority of these funds to Go Global as a “consulting fee.” It is undisputed that Eldorado had access to Nanyah’s \$1,500,000.00 for merely a few days and ultimately retained only a small portion (approximately 5%) following Huerta’s payment of Go Global’s “consulting fee.” Equity does not impose liability when it would leave an innocent recipient worse off than if the payment had never occurred, which is precisely the result if Eldorado is deemed liable. Nowhere is Eldorado’s

innocence more apparent than in the various written agreements at issue (on which Nanyah bases its other claims), *whereby the Rogich Defendants and Go Global explicitly agreed that the Rogich Trust—not Eldorado—would be solely responsible to Nanyah.*

Further, one of the required elements for a valid unjust enrichment claim is retention of the alleged benefit. It is undisputed that Go Global—not *Eldorado*—retained the vast majority of Nanyah’s investment. Huerta now claims that he retained those funds to reimburse him for the capital contributions the Rogich Trust failed to provide. In other words, Go Global was supposedly reimbursed for covering *the Rogich Trust’s obligation*. Thus, to the extent any such equitable claim exists at all, it must be limited to \$80,000.00, the difference between Nanyah’s \$1,500,000.00 investment and Go Global’s \$1,420,000.00 “consulting fee.”

For the foregoing reasons, the Court should enter summary judgment in Eldorado’s favor, dismissing Nanyah’s unjust enrichment claim with prejudice. Alternatively, the Court should enter summary judgment limiting Nanyah’s unjust enrichment claim against Eldorado to the amount retained—\$80,000.00.

II. STATEMENT OF UNDISPUTED FACTS

A. Nanyah’s Claim Against Eldorado.

On July 31, 2013, Huerta, Go Global, and Nanyah initiated a lawsuit against Rogich, the Rogich Trust, and Eldorado. Huerta and Go Global’s claims have since been dismissed. With respect to Nanyah, its sole claim was for unjust enrichment, alleging that Eldorado was responsible for returning its \$1,500,000 investment.¹ Although the claim was initially dismissed due to expiration of the statute of limitations, the Nevada Supreme Court reversed and remanded, and that claim remains pending to this day.²

¹ See generally Compl., Case No. A-13-686303-C, filed July 31, 2013.

² A separate lawsuit was filed by Nanyah on November 4, 2016 against Rogich, the Rogich Trust, Imitations, LLC, Pete Eliades (“Eliades”), Teld, LLC (“Teld”), and the Eliades Survivor Trust of 10/30/08 (the “Eliades Trust”). (See generally Compl., Case No. A-16-746239-C, filed November 4, 2016.) That matter was consolidated with Case No. A-13-686303-C. Nanyah’s claims against Eliades, Teld, and the Eliades Trust are the subject of a separate Motion for Summary Judgment.

B. The Relevant History of Eldorado.

Eldorado was formed in 2005 for the purpose of owning and developing approximately 161 acres of land near Boulder City, Nevada.³ Eldorado was originally comprised of Go Global and the Rogich Trust as 50/50 partners.⁴ Go Global (owned and controlled by Huerta) and Rogich were co-managers of Eldorado.⁵

In June of 2007, Huerta contacted an Israeli gentleman named Yoav Harlap (“Harlap”) regarding a potential investment.⁶ Much of the correspondence between Huerta and Harlap discussed an investment in Canamex Nevada, Inc. (“Canamex”).⁷ According to Nanyah and Huerta, Canamex was intended to be the vehicle that ultimately combined the Eldorado property with a neighboring parcel owned by other individuals.⁸ Harlap ultimately decided to invest \$1,500,000.00 into Canamex through Nanyah.⁹

In early December of 2007, Huerta formed Canamex, opened a bank account in its name, and directed Harlap to wire \$1,500,000.00 into Canamex’s account.¹⁰ On December 6, 2007, Harlap wired \$1,500,000.00 to Canamex’s account.¹¹ On the next day—Friday, December 7, 2007, Huerta transferred \$1,500,000.00 from Canamex’s account to Eldorado’s general account.¹² On the next business day—Monday, December 10, 2007, Huerta transferred \$1,450,000.00 from Eldorado’s general account to Eldorado’s money market account.¹³ On December 14, 2007, Huerta transferred

³ Compl., Case No. A-16-746239-C, ¶ 9.

⁴ *Id.* at ¶ 10.

⁵ Eldorado Operating Agreement, § 2.6, attached as Exhibit 1-A.

⁶ E-mail string between Huerta and Harlap (NAN_000234-236), attached as Exhibit 2-A.

⁷ *Id.*; *see also* e-mail string between Huerta and Harlap (NAN_000241-245), attached as Exhibit 2-B.

⁸ Dep. Trans. of Carlos Huerta as the N.R.C.P. 30(b)(6) Representative for Nanyah, 13:9-18, attached as Exhibit 2-C.

⁹ Ex. 2-A; Ex. 2-B.

¹⁰ Ex. 2-B; *see also* Canamex Nevada, LLC Articles of Organization (PLTF00244-245), attached as Exhibit 2-D; Canamex Nevada, LLC Statement of Accounts (NAN_000392-393), attached as Exhibit 2-E.

¹¹ Ex. 2-E.

¹² Eldorado Hills, LLC Statement of Accounts (PLTF0032-33), attached as Exhibit 2-F.

¹³ *Id.*

1 \$1,420,000.00 from Eldorado's money market account to Go Global's account.¹⁴ Huerta initially
2 labeled this payment as a "consulting fee."¹⁵ According to Nanyah and Huerta, this payment was
3 reimbursement to Go Global for the additional capital contributions it provided to Eldorado to make
4 up for the Rogich Trust's shortfall.¹⁶

5 Huerta never formalized any sort of agreement memorializing an investment by Nanyah into
6 Eldorado. In fact, every piece of documentary evidence (*i.e.*, investor updates from Go Global, tax
7 documents, etc.) indicate that Nanyah received an interest in Canamex—not Eldorado—in exchange
8 for Harlap's \$1,500,000.00 payment.¹⁷

9 **C. The Relevant Agreements.**

10 In October of 2008, Eliades, through Teld, agreed to purchase a membership interest in
11 Eldorado, as did the Albert Flangas Revocable Living Trust ("Flangas Trust"). For all intents and
12 purposes, Teld and the Flangas Trust were replacing Go Global as Eldorado members, with Teld, the
13 Flangas Trust, and the Rogich Trust each owning 1/3 of Eldorado.¹⁸

14 With respect to Nanyah, the relevant agreements which memorialized these various
15 transactions state that the Rogich Trust—not *Eldorado*—would be *solely* responsible for Nanyah's
16 "potential claim." In fact, some of these agreements require the Rogich Trust to fully defend and
17 indemnify Eldorado with respect to any such claim. Specifically, the relevant agreements state the
18 following.

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20
21
22 ¹⁴ Go Global, LLC Statement of Accounts (PLTF442-443), attached as Exhibit 2-G.

23 ¹⁵ Eldorado Hills General Ledger, at PLTF555, attached as Exhibit 2-H.

24 ¹⁶ Ex. 2-C, 45:2-46:13; 48:13-49:6.

25 ¹⁷ Dec. 8, 2007 e-mail from Summer Rellamas to Harlap (NAN_000248-249), attached as Exhibit 2-I; Jan. 3,
26 2008 e-mail from Huerta to Harlap (NAN_000250-251), attached as Exhibit 2-J; Jan. 30, 2008 e-mail from Rellamas to
27 Harlap (NAN_000256-264), attached as Exhibit 2-K; March 13, 2008 e-mail from Huerta to Harlap (NAN_000265-268),
28 attached as Exhibit 2-L; April 12, 2008 e-mail from Rellamas to Harlap (NAN_000269-272), attached as Exhibit 2-M;
April 3, 2011 letter from Canamex to Nanyah (NAN_000389-391), attached as Exhibit 2-N.

¹⁸ (Compl., Case No. A-16-746239-C, ¶ 56.) The Flangas Trust borrowed \$3,000,000.00 from Teld to invest in
Eldorado. After the Flangas Trust backed out of the deal, Teld acquired the Flangas Trust's membership interest, and
sold 6.67% back to the Rogich Trust. (*Id.*, ¶¶ 64-65.) The end result was that Teld owned 60% of Eldorado and the
Rogich Trust owned 40%.

➤ ***October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust:***

- “[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ... equal or greater than thirty-five percent and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by [the Rogich Trust], may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit ‘A’ and incorporated by this reference (‘Potential Claimants’). ***[The Rogich Trust] intends to negotiate such claims*** with [Go Global and Huerta’s] assistance so that such claimants confirm or convert the amounts set forth beside the name of each said claimants into non-interest bearing debt, or an equity percentage to be determined by [the Rogich Trust] after consultation with [Go Global and Huerta] as desired by [Go Global and Huerta], with no capital calls for monthly payments, ***and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in [Eldorado] retained by [the Rogich Trust].***”¹⁹
- “[Go Global and Huerta], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. ***This will be [the Rogich Trust’s] obligation, moving forward....***”²⁰

➤ ***October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust, Teld, Go Global and Huerta:***

- “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. ***Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced***

¹⁹ October 30, 2008 Purchase Agreement, Recital A, attached as Exhibit 1-B (emphasis added).

²⁰ *Id.*, § 4 (emphasis added).

1 *entities set forth in this section above.”*²¹

- 2 ▪ “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third
3 shares pursuant to the ownership set forth in Section 3 above, provided, that any
4 amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim
5 an ownership interest based upon contributions or advances directly or indirectly to
6 [Eldorado] made prior to the date of this agreement, *shall be satisfied solely by [the*
7 *Rogich Trust]*.”²²
- 8 ▪ “The parties agree that [the Rogich Trust] may transfer [the Rogich Trust’s]
9 ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit ‘D’
10 to satisfy any claims such entity may have.”²³
- 11 ▪ “[The Rogich Trust] confirms that certain amounts have been advanced to or on
12 behalf of [Eldorado Hills] by certain third parties, as referenced in Section 8 of the
13 Agreement. [The Rogich Trust] shall endeavor to convert the amounts advanced into
14 non-interest bearing promissory notes *for which [the Rogich Trust] shall be*
15 *responsible*. Regardless of whether the amounts are so converted, *[the Rogich Trust]*
16 *shall defend, indemnify and hold harmless [Eldorado] and its members for any*
17 *claims by the parties listed below*, and any other party claiming interest in [Eldorado]
18 as a result of transactions prior to the date of this Agreement against [Eldorado] or its
19 Members. ...

20 3. Nanyah Vegas, LLC (through Canamex Nevada, LLC) \$1,500,000.00.”²⁴

21 ➤ *October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust,*
22 *the Flangas Trust, and Teld:*

25 ²¹ October 30, 2008 Membership Interest Purchase Agreement, § 8(c)(i), attached as Exhibit 1-C (emphasis
26 added).

27 ²² *Id.*, § 8(c)(ii) (emphasis added).

28 ²³ *Id.*, § 8(g).

²⁴ *Id.*, Exhibit D (emphasis added).

Eldorado was an *innocent temporary recipient* of Nanyah’s investment funds. If Eldorado is deemed liable for the full amount of Nanyah’s \$1,500,000.00 investment, it will be significantly worse off than if Nanyah had never invested to begin with. These conclusions are based on the following undisputed facts.

- Nanyah actually invested its funds into Canamex, and received a membership interest in that particular entity. Eldorado only temporarily received the funds from Canamex after Huerta decided to funnel it through Eldorado’s various bank accounts.²⁶
- Eldorado only had access to the full amount of Nanyah’s investment funds for a few days, after which Huerta unilaterally transferred most of the funds to his separate entity, Go Global.²⁷
- Temporary possession of this \$1,420,000.00 “consulting fee” did not provide any benefit to Eldorado—and once paid it benefitted only the Rogich Trust which had supposedly failed to comply with its obligation to provide capital contributions to Eldorado.
- Because the Rogich Trust—not Eldorado—received the benefit of Nanyah’s investment (*i.e.*, supposedly reimbursing Huerta for covering the Rogich Trust’s capital contribution shortfall), the various written agreements memorialized by the parties explicitly state that the Rogich Trust—not Eldorado—is responsible for Nanyah’s potential claim.²⁸

It is undisputed that Eldorado did not retain Nanyah’s investment funds. It did not agree to pay back Nanyah’s investment funds (only the Rogich Trust did that). *See Stokes v. Int’l Media Systems, Inc.*, 686 P.2d 1368, 1370 (Col. Ct. App. 1984) (holding that a corporate entity which received and spent borrowed funds was not liable for unjust enrichment because its owner was the sole obligor for the debt). As merely an *innocent temporary pass-through recipient* of the investment funds, Eldorado cannot be held liable for unjust enrichment as a matter of law. *See Drover v. LG Electronics USA, Inc.*, No. 2:12-CV-510 JCM, 2013 WL 632103, at *2 (D. Nev. Feb. 19, 2013) (dismissing an unjust enrichment claim as a matter of law based on the premise that it

²⁶ See Exs. 2-A, 2-B, 2-D through 2-N.

²⁷ *Id.*

²⁸ See generally Exs. 1-B through 1-D.

would leave the defendant worse off than if the transaction never occurred). Therefore, the Motion for Summary Judgment should be granted and Nanyah's unjust enrichment claim should be dismissed.

C. To the Extent Nanyah Has a Potential Claim for Unjust Enrichment Against Eldorado, It Must Be Limited to the Amount It Actually Retained.

As discussed above, an unjust enrichment claims *requires* the defendant's retention of the alleged benefit. *Unionamerica Mortg.*, 97 Nev. at 212, 626 P.2d at 1273. Here, the supposed benefit was Nanyah's \$1,500,000.00 investment. Yet Eldorado did not retain the vast majority of this supposed benefit. On the contrary, Go Global retained \$1,420,000.00 of these funds in order to cover the Rogich Trust's capital contribution shortfall.²⁹ Thus, to the extent this Court believes that Nanyah does have an unjust enrichment claim against Eldorado, it must be limited to \$80,000.00—the amount that Eldorado supposedly retained.

IV. CONCLUSION

For the foregoing reasons, summary judgment should be entered against Nanyah and in favor of Eldorado with respect to Nanyah's unjust enrichment claim. Because that is Nanyah's only pending claim against Eldorado, it should be dismissed from this case entirely and with prejudice.

DATED this 1st day of June, 2018.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY
JOSEPH A. LIEBMAN

Attorneys for Defendants
PETE ELIADES, THE ELIADES
SURVIVOR TRUST OF 10/30/08, TELD,
LLC and ELDORADO HILLS, LLC

²⁹ Under NRS 86.391, a member is liable to the LLC for a capital contribution shortfall. Thus, based on Nanyah's theory, Eldorado did not benefit in any way from Nanyah's investment—Eldorado was entitled to those funds to begin with. The Rogich Trust benefitted because Nanyah's investment covered its shortfall. Likewise, Go Global benefitted, because it was reimbursed for its additional capital contributions and had the ultimate use of most of the funds. In other words, everyone benefitted except for Eldorado, which, ironically, is the sole defendant charged with unjust enrichment.

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 1st day of June, 2018, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR SUMMARY JUDGMENT** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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TELD, LLC and ELDORADO HILLS, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
Corporation; NANYAH VEGAS, LLC, A
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of The Eliades Survivor Trust of
10/30/08; SIGMUND ROGICH, individually
and as Trustee of The Rogich Family
Irrevocable Trust; IMITATIONS, LLC, a
Nevada limited liability company; DOES I-X;
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

**APPENDIX OF EXHIBITS TO
DEFENDANT ELDORADO HILLS,
LLC'S MOTION FOR SUMMARY
JUDGMENT**

VOLUME 1 OF 2

CONSOLIDATED WITH:

Case No. A-16-746239-C

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VOLUME 1 OF 2

Exhibit No.	Document Description	Numbering Sequence
1	Declaration of Peter Eliades	001
1-A	Eldorado Hills, LLC Operating Agreement	002-035
1-B	October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and The Rogich Trust	036-046
1-C	October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust, Teld, Go Global and Huerta	047-136
1-D	Eldorado Hills, LLC's Amended and Restated Operating Agreement	137-150
1-E	January 1, 2012 Membership Interest Assignment Agreement between the Eliades Survivor Trust and The Rogich Trust	151-156
2	Declaration of Joseph A. Liebman	157
2-A	E-mail string between Huerta and Harlap	158-160
2-B	E-mail string between Huerta and Harlap	161-165
2-C	Nanyah Vegas, LLC's N.R.C.P. 30(b)(6) Deposition Transcript	166-248

DATED this 1st day of June, 2018.

BAILEY❖KENNEDY

By: /s/ Joseph A. Liebman
DENNIS L. KENNEDY
JOSEPH A. LIEBMAN

Attorneys for Defendants
PETE ELIADES, THE ELIADES
SURVIVOR TRUST OF 10/30/08, TELD,
LLC and ELDORADO HILLS, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 1st day of June, 2018, service of the foregoing **APPENDIX OF EXHIBITS TO DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR SUMMARY JUDGMENT – VOLUME 1 OF 2** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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ALEXANDER CHRISTOPHER
TRUST, and GO GLOBAL, INC.

/s/ Sharon L. Murnane
Employee of BAILEY❖KENNEDY

EXHIBIT 1

EXHIBIT 1

DECLARATION OF PETE ELIADES

I, Pete Eliades, declare as follows:

1. I am over eighteen (18) years of age and a resident and citizen of Clark County, Nevada. I am competent to testify to the facts stated herein, which are based on personal knowledge unless otherwise indicated, and would do so if requested. I make this Declaration in support of Defendant Eldorado Hills, LLC's ("Eldorado") Motion for Summary Judgment, pending in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-16-746239-C, consolidated with Case No. A-13-686303-C.

2. Attached hereto as Exhibit 1-A is a true and correct copy of Eldorado Hills, LLC's ("Eldorado") Operating Agreement.

3. Attached hereto as Exhibit 1-B is a true and correct copy of an October 30, 2008 Purchase Agreement between Go Global, Inc., Carlos Huerta, and The Rogich Family Irrevocable Trust (the "Rogich Trust").

4. Attached hereto as Exhibit 1-C is a true and correct copy of an October 30, 2008 Membership Interest Purchase Agreement between, among others, Teld, LLC ("Teld") and the Rogich Trust.

5. Attached hereto as Exhibit 1-D is a true and correct copy of Eldorado's Amended and Restated Operating Agreement.

6. Attached hereto as Exhibit 1-E is a true and correct copy of a January 1, 2012 Membership Interest Assignment Agreement between the Eliades Survivor Trust and The Rogich Trust.

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

EXECUTED this 31st day of May, 2018.

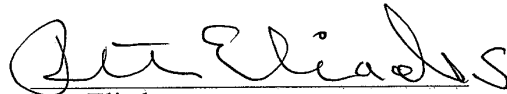

Pete Eliades

EXHIBIT 1-A

EXHIBIT 1-A

OPERATING AGREEMENT

FOR

Eldorado Hills, LLC
a Nevada limited liability company

OPERATING AGREEMENT

This Operating Agreement ("Operating Agreement") of ELDORADO HILLS, LLC, a Nevada limited liability company (the "Company"), incorporated in May of 2006 ("Effective Date") by the Manager(s) executing this Operating Agreement on behalf of the Member(s) whose name(s) are set forth on Exhibit "A" attached hereto.

1.0 RECITALS.

1.1 The Manager(s) have filed the Articles of the Company with the Office of the State as of the Effective Date.

1.2 This Operating Agreement sets forth the understandings between and among the Members with respect to the business, operations, governance and affairs of the Company and the distribution of the profits and proceeds received from the ownership, operation and disposition of Company assets.

NOW, THEREFORE, the Manager(s) sets forth this Operating Agreement for the Company upon the terms and conditions of this Operating Agreement.

2.0 DEFINITIONS. For purposes of this Operating Agreement, the following terms shall have the following meanings.

2.1 "Additional Capital Contributions" shall mean additional Capital Contributions over the amount of the initial Capital Contributions in the amount that the Board reasonably determines is needed to meet the Company's needs.

2.2 "Affiliate" shall mean with respect to any Person: (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person; (b) any Person owning or controlling fifty percent (50%) or more of the outstanding voting securities or beneficial interests of such Person; or (c) an officer, director, manager, partner, trustee, or member of the immediate family of an officer, director, manager, partner or trustee, of such Person. For purposes of this definition, the terms "controlling," "controlled by," or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

2.3 "Articles" shall mean the Articles of Organization as properly adopted and amended from time to time by the Members and filed with the Office of the State.

2.4 "Assignee" shall mean a Person who is assigned all or a portion of a Member's Economic Interest but who is not admitted as a Member.

2.5 "Bankruptcy" or "Bankrupt" shall mean with respect to any Person, that a petition shall have been filed by such Person, as a debtor, and such Person shall have been adjudicated as a bankrupt under the provisions of the Bankruptcy laws of the United States of America, or that such Person shall have made an assignment for the benefit of its creditors generally, or a receiver/liquidator shall have been appointed for substantially all of the property and assets of such Person, or the filing by that Person of a petition for a reorganization, arrangement, compensation, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, or the commencement of an involuntary proceeding that has not been dismissed for any consecutive period of sixty (60) days.

2.6 "Board" shall mean the Company's Board of Managers consisting of Go Global, Inc., and Sigmund Rogich which have created and will manage the Company and each is able, on behalf of the Company's Members, to obligate, sign for, represent, and have full banking and check-signing authority with banks and/or financial institutions and lenders (if necessary) and shall have authority to transfer any rights or property for or by the Company as well as to purchase, borrow, hypothecate any assets, and satisfy any debts, or obligations of the Company.

2.7 "Capital Account" shall mean, unless otherwise provided in this Operating Agreement, the capital account of each Member, which the Company establishes and maintains for each Member in accordance with the provisions of Section 4.3.

2.8 "Cash From Sales or Refinancing" shall mean (i) cash proceeds from a sale or other disposition or refinancing of Company Property remaining after retirement of indebtedness and payment of all expenses relating to any transaction (including net condemnation proceeds or insurance proceeds not used to rebuild or replace the affected Property) minus (ii) adjustments for Company obligations and reserves as determined in the sole discretion of the Board.

2.9 "Cash Receipts" shall mean, without limitation, all revenue received by the Company from whatever source but excluding the proceeds from loans or refinancing, proceeds from the Sale of the Company's assets, or the Capital Contributions to the Company.

2.10 "Class A Member" shall mean one of the original members to this agreement as set forth on Exhibit "A" who will hold all of the initial rights to profits and preferred returns as set forth in Exhibit "A", as opposed to a Party who may subsequently be admitted as a Member or Assignee by the Class A Members at some point in the future, but who will not be entitled to all of the same rights and preferred returns as the Class A Members.

2.11 "Closing" shall have the meaning set forth in Section 11.3.

2.12 "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.13 "Company" shall mean ELDORADO HILLS, LLC, a Nevada limited liability company formed pursuant to the filing of the Articles and governed by this Operating Agreement.

2.14 "Company Minimum Gain" shall refer to the concept that the disposition of an item of Property encumbered by a Nonrecourse Liability the amount of which exceeds the adjusted tax basis of the Property (or book value of the Property if the Property is properly reflected on the books of the Company at a value that differs from its adjusted tax basis) will generate gain in an amount that is at least equal to such excess. The amount of Company Minimum Gain is determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The determination of the amount of Company Minimum Gain shall be made pursuant to Treas. Reg. Section 1.704-2(d). A Member's share of Company Minimum Gain at the end of any Company Taxable Year shall be determined pursuant to Treas. Reg. Section 1.704-2(g).

2.15 "Contribution" or "Capital Contribution" shall mean any contribution of cash, property or services to the Company, or the obligation to contribute cash, property or services to the Company, made by or on behalf of any Member or Assignee, but only to the extent identified as a Capital Contribution of such Member or Assignee.

2.16 "Disbursements" shall mean:

- (a) Operating expenses of the Company, costs of repairs and maintenance, capital expenditures, rents, taxes, insurance premiums and all other expenses related to the operation of the Company or incurred in connection with the carrying of Company assets, including any fees payable to the Board or other Persons pursuant to this Agreement;
- (b) The cost of acquisition of any real property, or personal property or any interest therein used by the Company;
- (c) The payment of amounts of principal and interest due on Company loans; and
- (d) Such reserves for future expenses and future capital expenditures as required under any secured loan involving the Company's Properties or such other reserves as determined by the Board in its sole discretion.

2.17 "Distribution" shall mean the transfer of money or Property by the Company to its Members without consideration.

2.18 "Economic Interest" shall mean a Person's right to share in the income, gains, losses, deductions, credit, or similar items of, and to receive Distributions from, the Company, but does not include any other rights of a Member including, without limitation, the right to vote or to participate in management, or, except as required by the Act, any right to information concerning the business and affairs of the Company.

2.19 "Effective Date" shall mean the 14th day of September 2005.

2.20 "Fiscal Year" shall mean the fiscal year of the Company and shall be the calendar year or such other fiscal year as the Board shall determine pursuant to the provisions of the Code.

2.21 "Former Member" shall have the meaning set forth in Section 11.1.

2.22 "Former Member's Interest" shall have the meaning set forth in Section 11.1.

2.23 "Liquidation Sale" shall mean the sale of all or substantially all of the Property of the Company not followed within a reasonable period of time by an investment of the proceeds therefrom in any new Property.

2.24 "Majority in Interest of Members" shall mean a Member or Members whose Membership Interests represent more than fifty percent (50%) of the Units holding Voting Rights unless otherwise specified in this Operating Agreement, the Act or the Code.

2.25 "Manager" or "Managers" shall mean the Person or Persons elected by the Members of the Company to manage the Company as a member of the Board in accordance with the terms of Section 5.3 of this Operating Agreement.

2.26 "Member" shall mean a Person who:

- (a) Has been admitted to the Company as a Member in accordance with the Act or this Operating Agreement, or an Assignee of an Economic Interest in the Company who has become a Member pursuant to Section 11.5 of the Operating Agreement;
- (b) Has not died, or become a Bankrupt or, if other than an individual, been dissolved; and
- (c) Is set forth on Exhibit "A" attached hereto and incorporated herein, as such Exhibit "A" may be modified from time to time to reflect changes to the Members or their Membership Interest as provided herein.

2.27 "Member Matters" shall mean:

- (a) The Liquidation Sale, transfer, mortgage, exchange, assignment or other disposition of all or substantially all of the Company's assets.
- (b) The dissolution or liquidation of the Company, except as otherwise provided herein.
- (c) The appointment or removal of any Manager.
- (d) The Amendment of the Articles, subject to Section 13.0.
- (e) Any merger or consolidation of the Company.
- (f) Any other matters for which approval of Members is required under this Operating Agreement, by the Articles or the Act.

2.28 "Member Nonrecourse Debt" shall mean any Company liability with respect to which and to the extent the liability is nonrecourse for purposes of Treas. Reg. Section 1.1001-2,

and a Member (or related person) bears the economic risk of loss under Treas. Reg. Section 1.752-2.

2.29 "Member Nonrecourse Debt Minimum Gain" shall refer to the concept that the disposition of an item of Company Property encumbered by a Member Nonrecourse Debt the amount of which exceeds the adjusted tax basis of the Property (or book value of the Property if the Property is properly reflected on the books of the Company at a value that differs from its adjusted tax basis) will generate gain in an amount that is at least equal to such excess. The amount of Member Nonrecourse Debt Minimum Gain attributable to a particular Member Nonrecourse Liability is determined by computing for such Member Nonrecourse Debt any gain the Company would realize if it disposed of the Company Property subject to that Member Nonrecourse Debt for no consideration other than full satisfaction of the Member Nonrecourse Debt. The determination of the amount of Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt shall be made pursuant to the principles contained in Treas. Reg. Section 1.704-2(i). A Member's share of Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt at the end of any Company Taxable Year shall be determined pursuant to Treas. Reg. Section 1.704-2(i).

2.30 "Membership Interest" shall mean a Member's rights in the Company, collectively, including the Member's Economic Interest, any right to vote or participate in management as a Member, and any right to information as a Member concerning the business and affairs of the Company.

2.31 "Net Cash Flow From Operations" shall mean the excess of Cash Receipts over Disbursements.

2.32 "Net Income" or "Net Loss" shall mean the net income or net loss of the Company, as determined by the method of accounting permitted by the Code, and determined in accordance with Section 8.0.

2.33 "Net Investment" shall mean the excess of the aggregate Capital Contributions of a Member over the aggregate Distributions which constitute a Return of Capital to such Member.

2.34 "Nonrecourse Debt Minimum Gain Chargeback" shall have the meaning set forth in Section 8.3.

2.35 "Nonrecourse Liability" shall mean any Company liability with respect to which, and to the extent that, no Member or related Person bears the economic risk of loss for that liability under Treas. Reg. Section 1.752-2.

2.36 "Notice" shall have the meaning set forth in Section 18.7.

2.37 "Office" shall mean the Secretary of the State.

2.38 "Officer" shall mean any person elected or appointed pursuant to Section 5.8 of this Operating Agreement.

2.39 "Offsettable Decrease" shall mean any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the Taxable Year to which the allocation relates attributable to depletion allowances under Section 1.704(b)(2)(iv)(k) of the Treasury Regulations, allocations of loss and deductions under Section 704(e)(2) or Section 706 of the Code or under Section 1.751-1 of the Treasury Regulations, or Distributions that, as of the end of the Taxable Year, are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or prior to the Taxable Years in which such Distributions are expected to be made (other than increases pursuant to a Nonrecourse Debt Minimum Gain Chargeback).

2.40 "Operating Agreement" shall mean this Operating Agreement, as amended from time to time.

2.41 "Option Notice" shall have the meaning set forth in Section 11.7(a).

2.42 "Percentage" or "Percentage Interest" shall mean the percentage interest or share of a Member in Net Income or Net Loss of the Company as set forth on Exhibit "A" attached hereto and as amended from time to time.

2.43 "Person" shall mean an individual, a partnership, a corporation, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

2.44 "Property" or "Company Property" shall mean any asset (whether real or personal, tangible or intangible) acquired, directly or indirectly, in whole or in part, by the Company.

2.45 "Proxy" shall mean a written authorization signed or an electronic transmission authorized by a Member or the Member's attorney-in-fact giving another Person the power to exercise the Voting Rights of that Member. "Signed," for the purpose of this Section, means the placing of the Member's name on the Proxy (whether by manual signature, typewriting, telegraphic or electronic transmission, or otherwise) by the Member or Member's attorney-in-fact. A Proxy may be transmitted by an oral telephonic transmission if it is submitted with information from which it may be determined that the Proxy was authorized by the Member, or by the Member's attorney-in-fact.

2.46 "Remaining Member" shall mean any Member that is not a Former Member.

2.47 "Return of Capital" shall mean any Distribution to a Member to the extent that the Member's Capital Account, immediately after the Distribution, is less than the amount of that Member's cumulative Contributions to the Company as reduced by prior Distributions.

2.48 "Service" shall mean the United States Internal Revenue Service.

2.49 "State" shall mean the State of Nevada.

2.50 "Taxable Year" shall mean the taxable year of the Company as determined pursuant to Section 706 of the Code.

2.51 "Tax Matters Partner" shall mean Go Global, Inc., until another Member is elected as such in accordance with Section 5.0.

2.52 "Treas. Reg." or "Treasury Regulation" shall mean regulations issued by the United States Treasury Department under the Code.

2.53 "Unit" shall mean a share of Membership Interest in the Company. The Company may issue one or more certificates to each Member reflecting the Units held by that Member. Additional Units and partial Units may be issued and sold by the Company at the discretion of the Board subject to the provisions of this Operating Agreement. The Company's records shall reflect the number of Units of Membership Interest held by each Member.

2.54 "Vote" shall mean a vote by the Members holding Units that have Voting Rights pursuant to the provisions of this Operating Agreement and shall include authorization by Written consent.

2.55 "Voting Power" or "Voting Rights" shall mean power to vote on any matter at the time any determination of voting power is made and does not include the right to vote upon the happening of some condition or event which has not yet occurred. Each Unit shall have one (1) Vote or as otherwise designated in this Operating Agreement, or as required by the Articles or the Act.

2.56 "Written" or "In Writing" shall include facsimile, electronic, and telegraphic communication.

3.0 FORMATION.

3.1 Name. The name of the Company shall be ELDORADO HILLS, LLC. The Company may conduct its business under such other fictitious business names as decided pursuant to Section 5.0.

3.2 Purpose. The purpose of the Company is to engage in any lawful purpose for which a limited liability company may be organized under the Act.

3.3 Taxed as Partnership. It is the intent of the Members that the Company be taxed for federal income tax purposes as a partnership. This Operating Agreement shall be interpreted in a manner consistent with this intention.

3.4 Term of the Company. The term of the Company commenced upon the filing of the Articles of Organization with the Office of the State in accordance with the Act and shall continue until the Company is dissolved, terminated or liquidated in accordance with Section 12.1.

3.5 Principal Place of Business and Statutory Agent. The principal place of business of the Company shall be located at 3980 Howard Hughes Pkwy, Suite 550, Las Vegas, NV 89109 or such other place or places as determined pursuant to Section 5.0. The initial agent for service of process on the Company shall be Summer Rellamas, until such time as another agent is selected pursuant to Section 5.0.

4.0 CAPITAL AND CONTRIBUTIONS.

4.1 Member Capital Contributions. The Members shall make initial Capital Contributions as indicated on Exhibit "A." In exchange, each Member listed in this Operating Agreement shall be issued the number of Units set forth opposite the Member's name on Exhibit "A."

4.2 Additional Contributions - Members' Right of First Refusal. Except as paid in connection with the purchase of any Units, and as set forth in the business plan attached hereto and incorporated herein as Exhibit "A" which sets forth the additional contributions that may be required to bring improvements to the site subject to the approval of a Majority in Interest of Members, the Members may be obligated to make additional Capital Contributions. In the event the Board determines that additional Capital Contributions are needed to enable the Company to conduct its business, the Members shall be given a first right to make such additional Capital Contributions as set forth herein. The Manager(s) shall notify all Members In Writing at least thirty (30) business days prior to the date on which such additional Capital Contribution is due, setting forth the amount of additional Capital Contribution needed, its purpose, the terms regarding rights and preferences of Units, if any, which may be different from those enjoyed by the then Members, which the Company plans to offer to the Members and third parties in exchange for making such additional Capital Contributions, and the date by which the Members must contribute such additional Capital Contributions. Each Member shall be entitled to contribute such additional Capital Contribution in proportion to such Member's Percentage Interest; however, no Member shall be obligated to make any such additional Capital Contribution. All Members desiring to contribute such additional Capital Contribution shall notify the Manager(s) at least ten (10) business days prior to the date on which such additional Capital Contribution is due, setting forth the amount of

additional Capital Contribution such Member desires to make. If less than all Members desire to make additional Capital Contributions, or if Members desire to make additional Capital Contributions which are less than the full amount requested, those Members desiring to make additional Capital Contributions in the full amount requested shall be given the right to make additional Contributions in the amount of the shortfall, on a pro rata basis. If the Members desire to contribute less than the full amount of the additional Capital Contribution requested, the Manager(s) shall be authorized to sell Units in the Company to third parties on terms that may or may not be any more or less favorable to such third parties as those set forth in the notice provided to Members hereunder, and to admit such third parties as Members. If additional Capital Contributions are made hereunder, Exhibit "A" shall be amended accordingly. If a Majority in Interest of Members approve a capital contribution pursuant to the business plan in Exhibit A, Members declining to contribute may, at the discretion of the Manager, be (1) diluted by the contributions of participating members or (2) be required to sell their Membership Units to the Company and/or participating Members at cost basis or Fair Market Value, whichever is less. Majority in Interest shall be interpreted as fifty-one percent (or greater) of the available voting units of The Company.

4.3 Capital Accounts.

(a) Separate Accounts. The Company shall establish and maintain a separate Capital Account for each Member and Assignee. The Capital Account of each Member and Assignee shall be increased by: (i) the amount of money contributed by the Member to the Company; (ii) the fair market value of Property contributed by the Member to the Company (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under Code Section 752); and (iii) the Member's allocable share of Net Income and of any separately allocated item of income or gain of the Company except for adjustments required by the Code (including any gain and income from unrealized income allocated to the Member to reflect the difference between the book value and tax value of assets contributed by the Member). Each Member or Assignee's Capital Account shall be decreased by: (i) the amount of Distributions to such Member; (ii) the fair market value of Property distributed to him by the Company (net of liabilities secured by such distributed Property that such Member is considered to assume or take subject to pursuant to Code Section 752); and (iii) the Member's allocable share of Net Loss and of any separately allocated items of loss or deduction specially allocated to the Member (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

(b) Compliance with Treasury Regulations. The foregoing provisions are intended to comply with Treas. Reg. Section 1.704-1(b) or any successor regulatory or statutory provision. The Board in its sole discretion may alter the method in which Capital Accounts are maintained in order to comply with Code Section 704(b). However, any change in the manner of maintaining Capital Accounts shall not materially alter the Member's Economic Interests.

4.4 Interest. Except as otherwise provided herein, no interest shall be paid on Capital Contributions.

4.5 Resignation and Withdrawals. No Member shall be entitled to resign, withdraw or demand the return of any part of such Member's Capital Contribution or to receive any Distributions from the Company except as provided in this Operating Agreement.

4.6 Transfer of a Capital Account. In the event of a permitted transfer of a Membership Interest, the transferor's Capital Account shall become the transferee's Capital Account to the extent it relates to the transferred Membership Interest. Allocations to the Capital Account of an Assignee shall be made in the same way allocations are made to the Capital Account of a Member pursuant to this Section 4.0.

5.0 MANAGEMENT RIGHTS, POWERS AND LIMITATIONS OF MANAGERS AND MEMBERS

5.1 Exclusive Management by Board of Managers. The business, Property and affairs of the Company shall be managed exclusively by the Manager(s) as provided under this Operating Agreement, subject to events or transactions in which the approval of the Members is expressly required by the Act or pursuant to this Operating Agreement.

5.2 Agency Authority. Any authorized designee of the Board is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company. The Board hereby appoints Go Global, Inc. and Sigmund Rogich, as the authorized designees who shall have signatory authority to sign all checks, drafts, and other instruments obligating the Company.

5.3 Designation of Board of Managers.

(a) Number, Term, and Qualification. The Company shall initially have two (2) Managers serving on the Board: Go Global, Inc. (a Nevada corporation) which is controlled by Carlos Antonio Huerta ("Huerta"), a married man with an address of 3980 Howard Hughes Parkway, Suite 550, Las Vegas, NV 89109 and Sigmund Rogich ("Rogich") with an address of 3980 Howard Hughes Parkway, Suite 550, Las Vegas, NV 89109. Either the signature of Huerta or Rogich will bind the Company, and, only one of these signatures will be required from the Company for contracts, pledging, financing, transferring assets or any other major transactions. Subject to the provisions of the Articles or the Act, the number of Managers of the Company shall be fixed from time to time by the written consent of the Members, provided that in no instance shall there be less than one (1) Manager. A Manager shall hold office until he or she resigns or is removed as a Manager by a Majority in Interest of Members. A Manager shall be a Member if required by the Act, but need not be an individual, a resident of the State, or a citizen of the United States.

(b) Chairman of the Board. At such time as the Company shall have more than one (1) Manager, the Chairman of the Board shall preside over the Board. The resignation and removal provisions for Managers set forth in this Section shall also be applicable to the Chairman of the Board. Carlos Huerta is hereby nominated as the initial Chairman of the Board.

(c) Resignation. Any Manager may resign at any time by giving Written notice to the Company without prejudice to the rights, if any, of the Company under any contract to which the Manager is a party. The resignation of any Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

(d) Removal. All or any lesser number of Managers may be removed at any time with or without cause, by the affirmative Vote of a Majority in Interest of Members at a meeting called expressly for that purpose, or by the Written consent of a Majority in Interest of Members.

(e) Vacancies. A vacancy occurring in the number of Managers shall be filled by the affirmative Vote or Written consent of a Majority in Interest of Members.

5.4 Performance of Duties. In performing its duties, the Board shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, of the following persons or groups unless it has knowledge concerning the matter in question that would cause such reliance to be unwarranted and provided that the Board act in good faith and after reasonable inquiry when the need therefor is indicated by the circumstances:

(a) one or more employees or other agents of the Company when the Board reasonably believes to be reliable and competent in the matters presented.

(b) any attorney, independent accountant, or other person as to matters which the Board reasonably believes to be within such person's professional or expert competence; or

(c) a committee upon which any Manager does not serve, duly designated in accordance with a provision of the Articles or this Operating Agreement, as to matters within its designated authority, which committee such Manager reasonably believes to merit competence.

5.5 Devotion of Time. The Managers are not obligated to devote all of their time or business efforts to the affairs of the Company. Managers shall devote whatever time, effort, and skill as they deem appropriate for the operation of the Company.

5.6 Competing Activities. Except as may be provided otherwise by written contract, any Manager or an Affiliate of a Manager may engage or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, those that might be the same as or similar to the Company's business, whether the same are directly or indirectly competitive with the Company or otherwise without having or incurring any obligation to offer any interest in such other activities to the Company or any other Manager. Neither the Company nor any other Manager shall have any right to any independent ventures of any such Manager or to the income or profits derived therefrom. The Manager shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Manager shall have the right to hold any investment opportunity or prospective economic advantage for its own account or to recommend such opportunity to persons other than the Company. The fact that a member of such Manager's family, or an Affiliate of such Manager is employed by, owns, or is otherwise directly or indirectly interested in or connected with, any Person employed or retained by the Company to render or perform management, contracting development, financing, brokerage or other services, or from or through whom the Company may buy merchandise or other property, borrow money, arrange financing, or place securities, or to or from whom the Company may lease property, shall not prohibit the Company from entering into a management or development agreement, executing a lease with or employing that person, firm or corporation or otherwise dealing with him or it. Neither the Company nor any other Manager has any rights in or to any income or profits derived therefrom; provided, however, any dealings between the Company and a Manager or any Affiliate of such Manager shall be conducted by the Manager upon the terms and in a manner that shall be fair and reasonable to the interests of the Company and the Members. A Manager may lend money to and transact other business with the Company. The rights and obligations of a Manager who lends money to or transacts business with the Company are the same as those of a person who is not a Manager, subject to applicable law. The Managers acknowledge that the Managers and their Affiliates now or in the future may own and/or manage other businesses.

5.7 Payments to Managers.

(a) Remuneration. Except for transactions as specified in 5.7(b) below and as set forth in Exhibit A of this Operating Agreement, or as approved by a Majority-in-Interests of Members, no Manager is entitled to remuneration for services rendered or goods provided to the Company.

(b) Commissions to be paid to Manager. The Manager is/are not to be paid a commission for his/their work on any investment or transaction.

(c) Expenses. The Company shall reimburse all Managers and their Affiliates for the actual cost of goods and materials used for or by the Company. The Company shall also pay or reimburse the Manager(s) or its Affiliates for organizational expense (including,

without limitation, legal and accounting fees and costs) incurred to form the Company in preparing the Articles and this Operating Agreement. Nothing in this Section prohibits a Member from dealing with the Company as an officer, independent contractor or as an agent for others and receiving profits, compensation, commissions or other income incident to such dealings.

5.8 Indemnification of Manager(s).

(a) The Company will indemnify and hold The Manager(s) harmless of any accusation of wrong doing and will not allow for The Manager(s) to be sued for fraud and will protect The Manager(s) from any lawsuit filed against such Manager(s).

5.9 Management. The Manager(s) shall have general supervisory authority over the management of the Company, the power to direct and control the actions of the members (who will, along with the Manager(s), will make up The Board for The Company), and the right to approve or disapprove the following decisions by a simple majority vote. The Manager will have the approval and the authority to approve the following:

- (a) Approval to represent The Company and sign on behalf of The Company in any contractual agreement, financial transaction, and/or sale of The Company's assets or signature on Company checks and/or other financial instruments.
- (b) Any amendment to the name, purpose, principal place of business or the statutory agent of the Company.
- (c) The Liquidation Sale, transfer, mortgage, exchange, assignment or other disposition of all or substantially all of the Company's assets.
- (d) The dissolution or liquidation of the Company, except as otherwise provided herein.
- (e) Entering into or amending any real property leases.
- (f) A request for additional Capital Contributions from the Members pursuant to the provisions of Section 4.0.
- (g) Any amendment to this Operating Agreement.
- (h) The admission of additional Members or transfer of a Member's Membership Interest pursuant to Section 11.5.
- (i) Borrowing money and/or mortgaging or otherwise encumbering all or any part of the Property of the Company as security.
- (j) Any merger or consolidation of the Company.

(k) Any act which would make it impossible to carry on the business of the Company in its ordinary course.

(l) The approval or material modification of any contracts, transactions or agreement between the Company and any third party no matter the size or the amount of money required.

(m) The approval or material modification of any contracts, transactions or agreements between the Company and any Manager, Member or any of their Affiliates.

(n) The institution, prosecution, defense, settlement, compromise or dismissal of any lawsuits or other judicial or administrative proceedings, or the retention of counsel or others in connection therewith.

(o) The filing of an application for Bankruptcy protection for and on behalf of the Company.

(p) Any other matter for which Board approval is necessary pursuant to this Operating Agreement or the Act.

5.10 Members' Powers. Member Matters shall require the consent of the Manager, except where the Act or this Operating Agreement require otherwise. In such case, the requirements of this Operating Agreement shall first be met and, if the requirements of the Act are inconsistent therewith or there are no other requirements under this Operating Agreement, the requirements of the Act shall supersede any inconsistent provision of this Operating Agreement.

5.11 Board Meetings. Unless otherwise provided in this Operating Agreement, meetings shall be held as deemed necessary by the Board. Meetings shall be held at such time and place as agreed upon by the Board. Meetings may be called upon delivery of a written request therefor to the Board, signed by any Manager. Notice of the time and place of a meeting and of the proposed agenda shall be given by the President to the Board no more than sixty (60) days and no less than two (2) days prior to the meeting. Notice of a meeting, if otherwise required, need not be given to any Manager who (a) either before or after the meeting signs a waiver of notice or a consent to hold the meeting without being given notice, (b) signs an approval of the minutes of the meeting, or (c) attends the meeting without protesting the lack of notice before or at the beginning of the meeting. Waivers or notice or consents need not specify the purpose of the meeting. A majority of the authorized number of members of the Board shall constitute a quorum for the transaction of business.

5.12 Action Without Meeting by Written Consent. The Board may also take any action by one or more Written consents describing the action taken in lieu of a meeting signed by a unanimous Vote of the Managers.

5.13 Limited Liability and Indemnity. No Person who is a Manager of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Manager of the Company. The Company shall indemnify and hold harmless each Manager and his respective officers, employees, representatives and agents from and against any loss, expense, damage or injury suffered or sustained by any of them by reason of or in furtherance of the interest of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the threatened action, proceeding or claim, provided that the acts, omissions, or alleged acts or omissions upon which such action or threatened action, proceedings or claims are based were in good faith and were not performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence by such party.

6.0 STATUS OF MEMBERS.

6.1 Members' Powers. Member Matters shall require the consent of the Majority Approval (51% or greater and the Manager(s) will always hold this fifty-one percent of the vote, no matter the equity ownership percentage of the members) except where the Act or this Operating Agreement require otherwise. In such case, the requirements of this Operating Agreement shall first be met and, if the requirements of the Act are inconsistent therewith or there are no other requirements under this Operating Agreement, the requirements of the Act shall supersede any inconsistent provision of this Operating Agreement.

6.2 Specific Powers. The Members only possess those powers and rights specifically granted to them under the Articles, the Act or this Operating Agreement but will allow for the Manager to run the course of the business, make important and major decisions, execute all necessary documents. The Managers will have the authority to make the decisions for The Company at all times.

6.3 Limited Liability and Indemnity. No Person who is a Member or Manager of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member of the Company. Except as otherwise expressly provided for in this Operating Agreement, no Member shall be liable in damages or otherwise to the Company or any other Member for any action taken or failure to act on behalf of the Company beyond that Member's Capital Contribution. The Company shall indemnify and hold harmless each Member and his respective officers, employees, representatives and agents from and against any loss, expense, damage or injury suffered or sustained by any of them by reason of or in furtherance of the interest of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the threatened action, proceeding or claim, provided that the acts,

omissions, or alleged acts or omissions upon which such action or threatened action, proceedings or claims are based were in good faith and were not performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence by such party.

6.4 Fees and Compensation of Members. Other than a reimbursement for out-of-pocket costs and expenses incurred in connection with the Company, the Members, as such, shall not be entitled to any compensation, salary or fees. Nothing in this Section prohibits a Member from dealing with the Company as a Manager or Officer or as an independent contractor or as an agent for others and receiving profits, compensation, commissions or other income incident to such dealings.

6.5 Competing Activities. Except as may be provided otherwise by written contract, any Member or an Affiliate of a Member may engage or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, those that might be the same as or similar to the Company's business, whether the same are directly or indirectly competitive with the Company or otherwise without having or incurring any obligation to offer any interest in such other activities to the Company or any other Member. Neither the Company nor any Member shall have any right to any independent ventures of any other Member or to the income or profits derived therefrom. The Members shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Members shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to persons other than the Company. The fact that a member of such Member's family, or an Affiliate of such Member is employed by, owns, or is otherwise directly or indirectly interested in or connected with, any Person employed or retained by the Company to render or perform management, contracting development, financing, brokerage or other services, or from or through whom the Company may buy merchandise or other property, borrow money, arrange financing, or place securities, or to or from whom the Company may lease property, shall not prohibit the Company from entering into a management or development agreement, executing a lease with or employing that person, firm or corporation or otherwise dealing with him or it. Neither the Company nor any Member has any rights in or to any income or profits derived therefrom; provided, however, any dealings between the Company and a Member or any Affiliate of such Member shall be conducted by the Company upon the terms and in a manner that shall be fair and reasonable to the interests of the Company and the Members. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to applicable law.

6.6 Transactions Between the Company and the Members.

(a) Notwithstanding that it may constitute a conflict of interest, any Member may, and may cause his respective Affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property or the rendering of any services, or the establishment of any salary, other compensation, or other terms of employment) with the Company so long as (i) such transaction is not expressly prohibited by this Operating Agreement, (ii) the terms and conditions of such transaction, on any overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from persons capable of similarly performing them and in similar transactions between parties operating at arm's length, and (iii) approval of the Board is obtained, if necessary, pursuant to Section 5.9.

(b) A transaction between a Member and/or Affiliates, on the one hand, and the Company, on the other hand, shall be conclusively determined to constitute a transaction on terms and conditions, on an overall basis, fair and reasonable to the Company and at least as favorable to the Company as those generally available in a similar transaction between parties operating at arm's length if the Board (or, if less than a majority of the Managers are disinterested, a quorum of such disinterested Managers) or a Majority in Interest of the Members having no interest in such transaction (other than their interests as Members) affirmatively vote or consent in writing to approve the transaction. Notwithstanding the foregoing, a Member shall not have any obligation, in connection with any such transaction between the Company and the Member or an Affiliate of the Member, to seek the consent of the Members.

7.0 MEETING OF MEMBERS; VOTING.

7.1 No Required Meetings. The Members are not required to hold annual meetings, and decisions may be reached through Written consent signed by a Majority in Interest of Members, except as otherwise required in this Operating Agreement, the Articles or the Act.

7.2 Optional Meetings. In the event that Members wish to hold a formal meeting for any reason, the following procedure shall apply:

(a) Any one or more Members holding at least twenty percent (20%) of Units having Voting Rights may call a meeting of the Members by giving notice of the time and place of the meeting at least forty-eight (48) hours prior to the time of the holding of the meeting. The notice need not specify the purpose of the meeting.

(b) A Majority in Interest of Members shall constitute a quorum for the transaction of business at any meeting of the Members.

(c) The transactions of the Members at any meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a meeting duly held after call and notice if a quorum is present and if, either before or after the meeting, each Member entitled to vote who was not present signs a Written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting.

(d) Any action required or permitted to be taken by the Members under this Operating Agreement may be taken without a meeting if a Majority in Interest of Members (or, if some greater percentage is required by the Act, the Articles or this Operating Agreement, Members holding Units representing such greater percentage) individually or collectively consent In Writing to such action, and Written notice of such action is thereafter promptly provided to all Members who did not consent in writing thereto.

(e) Except as otherwise required by the Act, the Articles or this Operating Agreement, a Member shall be entitled to cast Votes as described in Section 2.55 (i) at a meeting, in person or by Proxy which must be received by the designated Member prior to such meeting, or (ii) without a meeting by a signed writing directing the manner in which he desires that his Vote be cast, which writing must be received by any authorized Member prior to the date upon which the Votes of the Members entitled to vote are to be counted. Only the Votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

(f) Members may participate in the meeting through the use of a conference telephone or similar communications equipment, provided that all Members participating in the meeting can hear one another.

(g) The Members shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all meetings, notices and waivers of notices of meetings, and all Written consents in lieu of meetings.

8.0 ALLOCATION OF NET INCOME AND NET LOSS.

8.1 Allocation of Net Income and Loss.

(a) Allocation of Net Income. Subject to Sections 8.2, 8.3, and 8.4, the Net Income of the Company shall be allocated among the Members for tax purposes and for book purposes according to their Percentage Interests.

(b) Allocation of Net Loss. Subject to Sections 8.2, 8.3, and 8.4, the Net Loss of the Company shall be allocated among the Members for tax purposes and for book purposes according to their Percentage Interests.

8.2 Allocation Among Members. In the event of a transfer of a Unit, the allocable share of the Net Income or Net Loss (in respect to the Unit or Units so transferred) as computed for federal income tax purposes may be allocated between the transferor and the transferee in accordance with the ratio that the number of days in the Company's Taxable Year before and after such transfer respectively bears to the total number of days in the Company's Taxable Year. In the alternative, if determined by the Board, certain amounts of such Company Net Income and Net Loss may be allocated between the transferor and the transferee on a monthly or other basis. Notwithstanding the foregoing, all allocations

between a transferee and transferor shall be determined using a method permissible under Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

8.3 Nonrecourse Debt Minimum Gain Chargeback. If during a Taxable Year there is a net decrease in Member Nonrecourse Debt Minimum Gain, any Member with a share of that Member Nonrecourse Debt Minimum Gain (as determined under Treas. Reg. Section 1.704-2(i)(5)) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain ("Nonrecourse Debt Minimum Gain Chargeback"). A Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain is determined in a manner consistent with the provisions of this Section. A Member is not subject to this Member Minimum Gain Chargeback, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Nonrecourse Debt Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Nonrecourse Debt Minimum Gain and Member Nonrecourse Debt Minimum Gain Chargeback to the extent provided under Treasury Regulations issued pursuant to Section 704(b) of the Code.

8.4 Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

8.5 Compliance with Treasury Regulations. The allocations of income, loss, gain, and deduction set forth in this Operating Agreement are intended to comply with Treas. Reg. Section 1.704-1(b) and Treas. Reg. Section 1.704-2 and are intended to have substantial economic effect within the meaning of those Treasury Regulations. If, for whatever reason, the Board determines that the allocation provisions of this Operating Agreement are unlikely to be respected for federal income tax purposes, the Board is granted the authority to amend the allocation provisions of this Operating Agreement to the minimum extent necessary to effect the plan of allocations and distributions provided in this Operating Agreement.

8.6 Allocation to Assignees. The provisions of this Section 8.0 relating to the allocations of Net Income and Net Loss (as well as any element thereof) to the Company's Members shall also apply to Assignees, but this shall not be construed to give an Assignee any right other than an Economic Interest.

9.0 DISTRIBUTIONS.

9.1 Time and Frequency of Distributions. To the extent the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, and reserves, the Board may cause the Company to make Distributions relating to Net Cash Flow from Operations or from Cash from Sales or Refinancing shall be distributed in the following Order.

(a) All Distributions of Net Cash Flow from Operations may occur from time to time in the Manager's sole discretion, unless a specific action is taken to otherwise change any distribution action, by a Majority In Interest of the Members; provided, however, that the Manager(s) shall use reasonable efforts to make such Distributions at least annually. Net Cash Flow from Operations shall be distributed to the Members according to their Percentage Interests.

(b) All Cash from Sales or Refinancing (other than in connection with a Liquidation Sale) shall be made when deemed appropriate by the Board in the Board's sole discretion. Cash from Sales or Refinancing shall be distributed in the following order:

- (i) To the Members according to their respective Percentage Interests to the extent of their Net Investments; then
- (ii) The remainder shall be distributed to the Members according to their Percentage Interests.

(c) All Distributions shall be made to the Members of record as of the date of approval of the Distribution unless the Board shall establish an alternate record date on such date of approval.

9.2 Non-Cash Proceeds. If the proceeds from a sale or other disposition of a Company asset consists of Property other than cash, the value of such Property shall be as determined by the Board. Such non-cash proceeds shall then be allocated among all Members in the manner and order as set forth in Section 8.1.

9.3 Liquidating Sale of All Company Property. Upon a Liquidation Sale, the Company shall be dissolved and liquidated in accordance with Section 12.1 of this Operating Agreement and the net assets of the Company distributed in accordance with Section 12.2 of this Operating Agreement.

9.4 Code Section 514(c)(9)(C) Member. Notwithstanding any other provision of this Operating Agreement to the contrary, whenever there is a Member in the Company that is a qualified organization within the meaning of Code Section 514(c)(9)(C), any allocation to said qualified organization member shall be made in accordance with the provisions of Code Section 514(c)(9)(E) and any Treasury Regulations promulgated thereunder. The President shall use his best discretion to comply with the provisions of Code Section 514(c)(9)(C) while honoring the economic relationship between the Members.

10.0 TAXES.

10.1 Elections. Any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having tax jurisdiction over the Company shall be made by the President.

10.2 Tax Matters Partner. The designated Tax Matters Partner within the meaning of Section 6231(a)(7) of the Code is as set forth in Section 2.51. Any Member designated as the Tax Matters Partner shall take such action as may be necessary to cause the Member to become a notice partner within the meaning of Section 6223 of the Code. Any Member who is designated Tax Matters Partner may not take any action contemplated by Section 6221 through Section 6232 of the Code without the consent of the Majority in Interest of Members.

10.3 Taxes of Taxing Jurisdictions. To the extent that the laws of any taxing jurisdiction requires each Member requested to do so by the Tax Matters Partner, each Member shall execute an agreement indicating that the Member will make timely payments of income taxes attributable to the Member's income, interest, and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty, and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Section 9.0. The Tax Matters Partner may, where permitted by rules of any taxing jurisdiction, file a composite, combined, or aggregate tax return reflecting the income of the Company and pay the tax, interest, and penalties of some or all of the Members on such income to the taxing jurisdiction, in which case the Company shall inform the Members of the amount of such tax and penalties so paid.

11.0 OPTION TO PURCHASE MEMBERS' INTEREST AND RIGHT OF FIRST REFUSAL.

11.1 Events Triggering Option On the death, insanity, expulsion, bankruptcy, or dissolution of a Member or occurrence of any other event which terminates the existence of a Member ("Former Member"), the Company shall continue its business unless the remaining Members ("Remaining Members") unanimously vote to dissolve and liquidate the Company. Unless the Remaining Members unanimously vote in favor of the dissolution and liquidation of the Company, the Remaining Members, as provided herein, shall have the option to purchase all or any portion of the Former Member's Membership Interest, based on the terms and conditions set forth in this Section (Sec. 11). The Former Member or such Former Member's legal representative shall sell the Former Member's Membership Interest ("Former Member's Interest").

11.2 Purchase Price. The purchase price for the Former Member's Interest shall be the fair market value of such Membership Interest determined either by agreement between the parties, or as determined by The Managers, or be paid 100% of that Member's initial investment. The Managers, for The Company, will decide which of the above will take

place and any purchased shares must take place prior to the sale of the property to a third party. The Company, with approval of the Managers, will have the right to buy back Member's shares, if the Member or Member's authorized representative, trustee, or executor wish to sell Member's shares. Payment of such purchase price by the Company or each purchasing Remaining Member, as applicable, shall be evidenced by cash or terms, accompanied by a separate promissory note and shall be secured by a pledge of that portion of the Former Member's Interest purchased by the Company or such Remaining Member.

11.3 Notice of Intent to Purchase. Members interested in selling will notify Managers of their intent and Managers will then facilitate such sale as expeditiously as possible.

11.4 Purchase Terms Varied by Agreement. Nothing contained herein is intended to prohibit Members from agreeing upon other terms and conditions for the purchase by the Company or any Member of the Membership Interest of any Member in the Company as provided herein.

11.5 Transfer and Assignment of Membership Interests. Except as provided in this Section 11.5 or elsewhere in this Operating Agreement, no Member shall be entitled to transfer, assign convey, sell, encumber or in any way alienate all or any part of such Member's Membership Interest, and no Assignee shall be admitted as a substituted Member, except with the prior Written consent of the Board, which consent may be given or withheld, conditioned or delayed (as allowed by this Operating Agreement or the Act), in the Board's sole discretion. After the consummation of any transfer of any part of a Membership Interest, the Membership Interest so transferred shall continue to be subject to the terms and provisions of this Operating Agreement and any further transfers shall be required to comply with all the terms and provisions of this Operating Agreement.

(a) Further Restrictions on Transfer of Interests. In addition to other restrictions found in this Operating Agreement, no Member shall transfer, assign, convey, sell, encumber or in any way alienate all or any part of such Member's Membership Interest if it: (i) violates any federal and state securities laws; (ii) results in a termination of the Company for federal or state tax purposes under the Code and other state laws; or (iii) triggers a readjustment or reappraisal of any Property of the Company.

(b) Substitution of Members. An Assignee of a Membership Interest shall have the right to become a substituted Member only if (i) the requirements of this Section 11.5 are met, (ii) such Assignee executes an instrument satisfactory to the Board accepting and adopting the terms and provisions of this Operating Agreement, and (iii) such person pays any reasonable expenses in connection with such substituted Member's admission as a new Member. The admission of an Assignee as a substituted Member shall not result in the release of the Member who assigned the Membership Interest from any liability that such Member may have to the Company.

(c) Permitted Transfers. Subject to compliance with Section 11.6 and subject to the provisions of Subparagraph 11.5(f)(iii), the Membership Interest of any Member may be transferred without the prior Written consent of the Board to: (i) any other Member, (ii) a revocable or irrevocable trust for the benefit of the Member or the Member's spouse, parents, parents of the Member's spouse, children, grandchildren or other family members (or, where the Member is a trust, a revocable or irrevocable trust for the benefit of any beneficiary of the Member's trust who is otherwise a permitted transferee), or any business entity that is an Affiliate of the Member or any other permitted transferee under this subparagraph.

(d) Effective Date of Permitted Transfers. Any permitted transfer of all or any portion of a Membership Interest shall be effective following the date upon which the requirements of Sections 11.5(a) and 11.5(b) have been met. The Board shall provide the Members with Written notice of such transfer as promptly as possible after the requirements of Sections 11.5(a) and 11.5(b) have been met. Any transferee of a Membership Interest shall take subject to the restrictions on transfer imposed by this Operating Agreement.

(e) Rights of Legal Representatives. If a Member who is an individual dies or is adjudged by a court of competent jurisdiction to be incompetent to manage the Member's person or property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property, including any power the Member has under the Articles or this Operating Agreement to grant an Assignee the right to become a Member. If a Member is a corporation, trust, or other entity and is dissolved or terminated, the powers of that Member may be exercised by such Member's legal representative or successor.

(f) No Effect to Transfers in Violation of Agreement. Upon any transfer of a Membership Interest in violation of this Section 11.5:

- (i) The transferee shall have no right to vote or participate in the management of the business, property, and affairs of the Company, or to exercise any rights of or to become a Member; and
- (ii) Such transferee shall be an Assignee and thereafter shall only receive the allocation of the Company's Net Income and Net Loss and shall receive those Distributions to which the transferor of such Economic Interest would otherwise be entitled under this Operating Agreement.
- (iii) Notwithstanding the foregoing provisions of this Section 11.5(f), if, in the determination of the, a transfer in violation of this Section 11.5 would cause the termination of the Company under the Code, result in a violation of federal and state securities law, or violate the Act, in the sole discretion of the Board, the transfer shall be null and void ab initio, and the purported transferee shall not become either a Member or an Assignee.

11.6 Purchase of Remaining Rights.

Upon and contemporaneously with any transfer, assignment, conveyance or sale (whether arising out of an attempted charge upon that Member's Economic Interest by judicial process, a foreclosure by a creditor of the Member or otherwise) of a Member's Economic Interest which does not at the same time transfer the balance of the rights associated with the Membership Interest transferred by the Member (including, without limitation, the rights of the Member to vote or participate in the management of the business, Property and affairs of the Company), the Company shall purchase from the Member and the Member shall sell to the Company, for a purchase price of Ten Dollars (\$10.00), all remaining rights and interests retained by the Member that immediately before the transfer, assignment, conveyance or sale were associated with the transferred Economic Interest. Such purchase and sale shall not, however, result in the release of the Member from any liability to the Company as a Member. Each Member acknowledges and agrees that this right of the Company to purchase such remaining rights and interests from a Member who transfers a Membership Interest in violation of this Section 11.0 is not unreasonable under the circumstances existing as of the date hereof.

11.7 Right of First Refusal. Subject to the provisions of Section 11.5, a Member (or Member's lawful representative, trustee, and/or executor) will only need to obtain approval from The Board in order to transfer, sell, or hypothecate Member's interest(s) within The Company.

12.0 TERMINATION, DISSOLUTION AND LIQUIDATION.

12.1 Events of Dissolution. The Company shall be terminated and dissolved and its assets liquidated and distributed on the happening of any of the following events:

- (a) Written Consent. Upon the Written consent of a Majority in Interest of the Managers.
- (b) Dissolution, Bankruptcy, Receivership or Cessation to Exist of Member. Upon the death, bankruptcy, dissolution of a Member, or the occurrence of any other event which terminates the continued Membership of a Member, and an election of the Remaining Members to dissolve the Company pursuant to Section 11.1.
- (c) Expiration. Upon the expiration of the term, if any, provided in Section 3.4.
- (d) State Law. Upon the occurrence of an event specified under the Act as one effecting dissolution (except as otherwise provided in this Operating Agreement).
- (e) Liquidation Sale. Upon the Liquidation Sale or other disposition of all or substantially all of the Property of the Company and the Company's receipt of the consideration, in cash or cash equivalent, due it in connection with such sale or other disposition.

12.2 Liquidation Distributions. Upon the occurrence of any of the foregoing events, the President or the Person winding up the affairs of the Company shall promptly proceed to

the liquidation of the Company and, in settling the accounts of the Company, the Property of the Company shall be distributed in the following order of priority:

(a) Outside Creditors. To creditors of the Company holding valid claims against the Company in order of priority as provided by law.

(b) Reserve. To the establishment of any reserves deemed necessary by the Person winding up the affairs of the Company for any contingent liabilities or obligations of the Company.

(c) Loans of the Members. To the Members in repayment of any unpaid accrued interest on and principal of loans they have made to the Company.

(d) Capital Accounts. To each Member the amount of such Member's Capital Account; provided, that if the available Property has a value less than the total of all Members' Capital Accounts, then to all Members, pro rata, in proportion to their positive Capital Accounts.

(e) Percentage Interest. To the Members, pro rata, in proportion to their Percentage Interests; provided, however, if any Member has a negative Capital Account balance, the Members' distributive shares shall be calculated as follows:

(i) Each Member shall be entitled to assets having a value equal to the "aggregate total" multiplied by the Member's Percentage Interest in the Company, reduced by that Member's negative Capital Account balance, if any.

(ii) The "aggregate total" shall be the value of all Company assets not distributed pursuant to Sections 12.1(a) through 12.1(c) plus the total of all Members' negative Capital Account balances.

(iii) Notwithstanding the foregoing,

(A) If this formula generates a negative amount for one or more Members, that Member or those Members shall receive nothing, and the distributive shares of the Members entitled to a Distribution shall be reduced on a pro rata basis; and

(B) Except for the adjustment required under this Section 12.0, no Member shall be required to restore a negative Capital Account or to otherwise reimburse the Company or other Members therefore

12.3 Deficits. Each Member shall look solely to the Property of the Company for the return of his investment, and if the Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of each Member, such Member shall have no recourse against the Company any other Member, or their employees and agents for indemnification, contribution or reimbursement.

12.4 Special Rules for Distribution. Notwithstanding any other provision of this Operating Agreement, upon the liquidation of the Company, the Capital Accounts of all Members shall be increased or decreased to reflect a revaluation of all assets of the Company on its books and records in accordance with the requirements of Treas. Reg. Section 1.704-1(b)(2)(iv)(f) or any successor regulatory or statutory provision as of the date that the event occurs causing the Company to be terminated and dissolved in accordance with the provisions of Section 12.1 of this Operating Agreement and the Capital Accounts, as adjusted, shall be utilized by the Company for the purpose of making Distributions to those Members with positive balances in their respective Capital Accounts pursuant to Section 12.2(d) of this Operating Agreement. In making such Distributions, the Company shall distribute all funds available for distribution to the Members (after establishing any reserves as deemed reasonably necessary pursuant to Section 12.2(b) of this Operating Agreement prior to the later of (1) the end of the Taxable Year in which the event occurs which caused the termination and dissolution of the Company pursuant to Section 12.1 of this Operating Agreement, or ninety (90) days after the occurrence of such event.

13.0 AMENDMENT TO ARTICLES OF FORMATION.

13.1 Amendment. The Articles shall be amended by the President without consent of the Members whenever:

- (a) Change of Name. There is a change in the name of the Company.
- (b) False or Erroneous Statement. There is a false or erroneous statement in the Articles.
- (c) Other Causes. Whenever otherwise required by law.

13.2 Real Property - County Filings. The President may also record a certified copy of the Articles and any amendment thereto in the office of the County Recorder in every county in which the Company owns real property.

14.0 ACCOUNTING.

14.1 Method. The Company shall keep its accounting books and records and shall prepare its income tax returns on the method of accounting selected in accordance with Section 10.1, subject to any restrictions imposed by applicable law.

14.2 Annual Reports. The Chief Financial Officer shall be responsible for preparing, or causing to be prepared, unaudited annual financial reports, which shall include a balance sheet, profit and loss statement, and such tax information as may be necessary. The same Person taking the action specified in the first sentence of this Section 14.2 shall cause to be prepared financial information more often if required under the Act or other laws governing the Members.

14.3 Interim Statements. On Written request, any Member shall be entitled to copies of any interim financial statements prepared for the Company.

14.4 Access. The Members and their representatives shall have reasonable access to the Company's accounting records or other records to the extent required by the Act.

15.0 POWER OF ATTORNEY.

15.1 General Purposes. Each Member does hereby constitute and appoint each Manager acting alone, as their true and lawful agent and attorney-in-fact, in his name, place and stead, to make, execute, acknowledge, swear to, and file:

- (a) Articles. Any articles, certificates, or other instrument which may be required to be filed by the Company under the laws of any state or of the United States;
- (b) Amendments. Any and all amendments, modifications, or cancellations of any certificate or instrument, including any amendment to the Articles required to admit any substituted or additional Member or Members in accordance with the provisions of this Operating Agreement;
- (c) Registration. Any application for the registration of the Company or of the offering of Units or additional Units or filing of any exemption notice in accordance with the securities laws of the United States or of any state;
- (d) Documents. Documents required to dissolve and terminate the Company or effectuate the transfer of any property of the Company;
- (e) Notes. All notes, instruments, deeds of trust, leases, bills of sale, and other similar documents on the Company's behalf;
- (f) Banking checks, accounts, and/or deposits,
- (g) Other. Any other instrument which may be required to be filed by the Company by any governmental agency, or which the Members deem it advisable to file.

15.2 Powers; Procedures. The power of attorney to be concurrently granted by each Member to such attorney-in-fact:

- (a) Signatures. May be exercised by the attorney-in-fact for each Member by a facsimile signature of the attorney-in-fact or by listing all of the Members executing any instrument with a single signature of the attorney-in-fact acting for all of them.
- (b) Survival. Shall survive the delivery of an assignment by a Member of the whole or any portion of his Membership Interest; except that where the Assignee thereof has been approved by the Board for admission to the Company as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling either Manager to execute, acknowledge and file any instrument necessary to effect such substitution.

15.3 Irrevocable. The power of attorney in this Section 15.0 shall be deemed to be irrevocable and coupled with an interest.

16.0 RESTRICTIONS ON AMENDMENT OF OPERATING AGREEMENT. Section 2.27 shall not be amended except as permitted under the Act. Except as otherwise provided in this Operating Agreement, this Operating Agreement may be amended upon the Written consent or affirmative Vote of a Majority in Interest (51% of all members votes or greater) of Members. The President shall amend Exhibit "A" of this Operating Agreement from time to time as required by this Operating Agreement without the necessity of action of the Members. Except as otherwise provided herein, no amendment, however, shall be made in the following matters, without the consent of any Member affected thereby:

16.1 Members' Obligations. To enlarge the obligations in any material respect of any Member under this Operating Agreement.

16.2 Officers' Responsibilities. To enlarge the responsibilities in any material respect of the Officers to the Members.

16.3 Management Responsibilities. To enlarge the responsibilities in any material respect of the Board to the Members;

16.4 Economics. Except as otherwise provided in this Operating Agreement, to amend Sections 8.0 and 9.0 on the economics of this Operating Agreement other than an amendment affecting all Members within a class affected by such amendment.

17.0 INVESTMENT REPRESENTATIONS AND WARRANTIES. In order to induce the Company to issue the Units, each Member makes the following investment representations and warranties:

17.1 Opportunity to Review and Evaluate. Each Member has had the opportunity to review and evaluate the Company's financial statements and books and records and to ask questions and procure information from the Company's management and has received, reviewed, and considered such information and all other documents and information as such Member considers necessary or appropriate covering all matters which Member deems relevant to make a decision to purchase the Units.

17.2 Pre-existing Relationship. Each Member has a pre-existing business and personal relationship with the Company and the Board of the Company.

17.3 Investment Purpose. Each Member is purchasing the interests for such Member's own investment, and not with a view to or for sale in connection with any distribution of the Units. Each Member has no commitment and is not aware of any circumstances presently in existence, which would make a disposition of the Units likely, and such Member intends to hold the Units indefinitely.

17.4 Restrictions on Transfer. Each Member is aware that an investment in securities of a closely held entity is non-marketable and non-transferable and will require such Member's capital to be invested for an indefinite period of time, possibly without a return. It has never been represented, guaranteed or warranted by the Company, or any Person connected with or acting on its behalf, that such Member will be able to sell or liquidate its Units in any specified period of time or that there will be any profit or appreciation to be realized as a result of the purchase of Units.

17.5 Economic Risk. By reason of each Member's business and financial experience, each Member has the capacity to protect such Member's interests in connection with the

purchase of such Member's Units and can bear the economic risk of such Member's proposed investment, including the loss of the entire amount of the investment.

17.6 No Registration. The Units being purchased by each Member have not been registered or qualified with the Securities and Exchange Commission, the Nevada Department of Corporations, or other state securities commissions or agencies. Such securities may not be sold, transferred, pledged, encumbered, hypothecated, or otherwise disposed of in the absence of such registration or qualification under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws and regulations, unless, in the opinion of counsel acceptable to the Company, an exemption from such registration or qualification is available under the Securities Act, and such state securities laws and regulations. The Company is under no obligation to so register or qualify the Units or make available any such exemption.

17.7 Legend. Each Member is aware that any certificate evidencing such Member's securities, if issued, will contain a legend as follows or for similar import:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR WITH ANY STATE SECURITIES COMMISSION OR AGENCY, PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"), OR APPLICABLE STATE SECURITIES LAWS AND REGULATIONS, AND THEREFORE CONSTITUTE RESTRICTED SECURITIES. THESE RESTRICTED SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF REGISTRATION OR A QUALIFICATION UNLESS, IN THE OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY, AN EXEMPTION THEREFROM IS AVAILABLE PURSUANT TO THE ACT AND APPLICABLE STATE SECURITIES LAWS AND REGULATIONS.

17.8 Indemnification. Each Member hereby agrees to indemnify, defend and hold harmless the Company, its Board, Manager(s), other Members, agents, representatives, attorneys, affiliates, and associates from any loss, damage, liability, or judgment, order, decree, action, suit, cost, or expense (including, without limitation, reasonable attorneys fees and expenses) suffered or incurred by the Company or any of the foregoing persons or entities if any representation, or warranty set forth in this Section 17.0 is false, if such Member is in violation or breach of any of such Member's covenants hereunder or if such Member engages in any sale or distribution of the securities in violation of the Act or applicable state securities laws or regulations or in a manner which is contrary to such Member's representations, warranties and covenants set forth herein.

17.9 Exemption. Each Member understands that this offer and sale is being made by the Company in reliance upon the exemption from Federal and Nevada registration requirements provided by Section 4(2) of the Securities Act of 1933 and Nevada Corporations Code Section 25102(f); and the regulations promulgated thereunder, as amended.

17.10 Advertisement. Each Member represents that the purchase of these Units was not, to the best of such Member's knowledge, accomplished by the publication of any advertisement. For these purposes, the publication of an advertisement means the dissemination to the public of any written, spoken or printed communication by means of mail, messages, recorded telephone, any newspaper, magazines or similar media, broadcast over radio or television or other media.

17.11 Other. Each Member acknowledges that the Units are subject to restrictions on transfer as set forth in this Section 17.0. The Company is under no obligation to cause the Member's Units to be registered or qualified under the Act or the applicable state securities laws.

17.12 Profit Distribution. Members will earn a fifteen percent preferred return on their capital investment on a first-money out treatment. In other words, no profits will be earned by any of the Members or Managers until all of the equity invested, plus accrued preferred interest, is paid to the Members as a first priority. Subsequently, the Managers will then earn fifty percent of all profits, over-and-above the initial preferred return paid to the Members and after all of the invested equity has been returned to all Members. The remaining fifty percent of profits will then be distributed evenly amongst the existing members as per their ownership percentage interests within The Company.

18.0 MISCELLANEOUS.

18.1 Validity. If any portion of this Operating Agreement is held invalid or inoperative, then the remainder of this Operating Agreement shall be considered valid and operative and effect shall be given to the intent manifested by the invalid or inoperative portion.

18.2 Effect of Charging Order. The interest of a Member subject to a charging order may not be foreclosed upon or otherwise sold pursuant to court order without the express Written consent of all of the Members, other than the Member whose interest is so charged.

18.3 Captions. Section titles or captions contained are only a matter of convenience. They do not define, modify, limit, extend or describe the scope of this Operating Agreement, nor are they relevant as to intent.

18.4 Construction. This Operating Agreement shall be construed in accordance with the laws of the State notwithstanding any choice of law or conflict of law provisions or defenses.

18.5 Gender. The masculine, feminine, or neuter gender shall each be deemed to include the other, where necessary, to give a logical, consistent, or equitable meaning to a specific provision. The plural shall be deemed to include the singular number, and vice versa.

18.6 Benefits. Except as otherwise specifically provided, this Operating Agreement shall bind and inure to the benefit of the parties and their personal representatives, successors, and assigns. This Operating Agreement, specifically, binds any Assignees.

18.7 Notice. Any notice given under this Operating Agreement shall be In Writing and shall be served either personally or delivered by electronic means or U.S. mail, postage prepaid, first class. Notice shall be deemed given at the time of personal delivery which includes transmission by fax or other electronic means, or delivery to a common carrier, or upon deposit in the United States mail. Each Member shall provide the Company with an address to which notices intended for that Member may be delivered. The Company shall maintain the address of each Member on Exhibit "A" hereof, and shall provide a copy of Exhibit "A" to any Member who requests it. Any Member may change the address for notices by giving appropriate notice under this Section 18.7.

18.8 Partition. Each Member irrevocably waives any and all rights to maintain any action for partition of any Property of the Company or the right to obtain title to any Property of the Company.

18.9 Counterparts. This Operating Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one Operating Agreement. The Members may attach all of the Members' signature pages to one copy of this Operating Agreement, and that Agreement shall constitute an original.

18.10 Warranty of Authority. Anyone signing this Operating Agreement on behalf of a partnership, corporation, trust or limited liability company warrants that he has been duly authorized on behalf of that partnership, corporation, trust or limited liability company and, in the case of a limited partnership, corporation or limited liability company, it is valid, existing and in good standing.

18.11 Entire Agreement. This Operating Agreement supersedes any prior agreement and contains the entire agreement of the Members relating to the rights granted and obligations assumed in this Operating Agreement. No other agreement, statement or promise made by any Member, Officer, or Manager or by any employee, agent or officer of any Board that is not In Writing and signed by the Board shall be binding.

18.12 Governing Law And Venue. All questions concerning this Agreement, its construction, and the rights and liabilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Nevada as applied to contracts which are executed and performed entirely within the State. For purposes of this Agreement each of the parties hereto consents to the personal jurisdiction of any federal or state court located in the County of Clark, State of Nevada, with subject matter jurisdiction, and agrees that such courts in Clark County shall have the exclusive venue over such proceeding. The parties hereto also agree not to raise any claim or argument that such

court is an inconvenient forum with respect to the adjudication of such proceeding, or that another court is more appropriate.

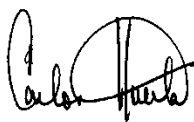
18.13 Spousal Consent. Each Member that is an individual has obtained the consent of his or her spouse to enter into this Operating Agreement and each Member's spouse agrees to all of the provisions of this Operating Agreement.

18.14 Attorney's Fees. If a lawsuit, arbitration, or other proceedings are instituted by any party to enforce any of the terms or conditions of this Operating Agreement against any other party hereto, the prevailing party in such litigation, arbitration, or proceedings shall be entitled, as an additional item of damages, to such reasonable attorneys' and other professional fees (including but not limited to expert witness fees), court costs, arbitrators' fees, arbitration administrative fees, travel expenses, and other out-of-pocket expenses or costs of such other proceedings as may be fixed by any court of competent jurisdiction, arbitrator, or other judicial or quasi-judicial body having jurisdiction thereof, whether or not such litigation or proceedings proceed to a final judgment or award. For the purposes of this Section 18.14, any party receiving an arbitration award or a judgment for damages or other amounts shall be deemed to be the prevailing party, regardless of amount of the damage awarded or whether the award or judgment was based upon all or some of such party's claims or causes of action.

18.16 Waiver of Conflict of Interest. Since this Operating Agreement sets forth the parties' rights and obligations there is a conflict of interest among them. Due to these conflicts, the Firm advised each party that it is in their best interest to seek the advice of independent legal counsel other than the Firm. Despite the fact that Go Global, Inc., (a Nevada Corporation) prepared this Operating Agreement on behalf of the Company and has or may have rendered advice to the Members at different times, each Member waives any actual or potential conflict of interest with respect to or against Go Global, Inc., with respect to any matter associated with, or arising from, the negotiation and consummation of this Operating Agreement.

19.0 By execution hereof, Go Global, Inc., and Sigmund Rogich will each hereby act as the Managers of the Company:

"Manager"



Carlos Huerta on behalf of Go Global, Inc.

"Manager"



Sigmund Rogich

Exhibit A

Membership. The following is a list of all members who will all have the right to participate and/or proxy their interests in The Company according to their percentage(s) indicated down below.

"MEMBERS"

The members, Go Global, Inc., and The Rogich Family Irrevocable Trust will each hold their operating addresses as: 3980 Howard Hughes Pkwy, Suite 550, Las Vegas, NV 89109, and will each retain 50.00% of all Membership Rights, Equity, and Interests within The Company, but, unless amended, Go Global, Inc., and The Rogich Family Irrevocable Trust have each been given the authority to act as, and in place of, the Members for any and all contractual matters. Go Global, Inc., or The Rogich Family Irrevocable Trust may bind the Company in all matters, signatures of both are unnecessary.

"MANAGER & MEMBER"

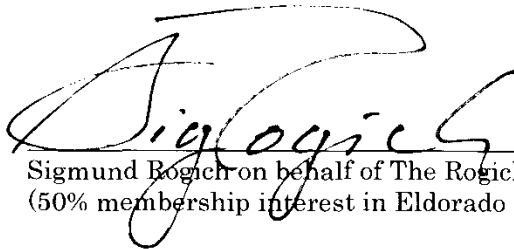
Go Global, Inc.



Carlos Huerta on behalf of Go Global, Inc.
(50% membership interest in Eldorado Hills, LLC)

"MEMBER"

The Rogich Family Irrevocable Trust



Sigmund Rogich on behalf of The Rogich Family Irrevocable Trust
(50% membership interest in Eldorado Hills, LLC)

EXHIBIT 1-B

EXHIBIT 1-B

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{\text{rd}}$) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

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Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

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(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

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(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

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American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

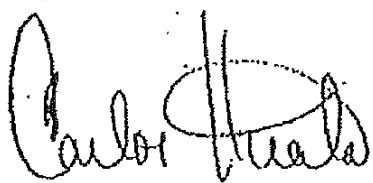
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

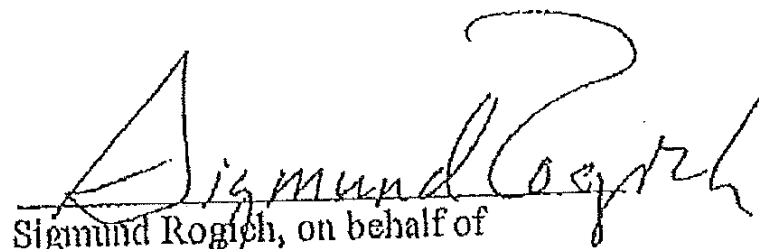
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
2.	Ray Family Trust (potential investor or debtor)	\$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	\$3,360,000.00

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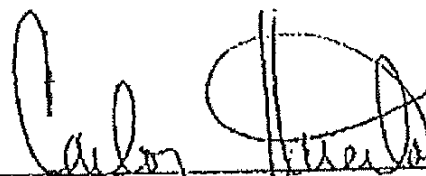
EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 20 day of October, 2008.



Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

EXHIBIT 1-C

EXHIBIT 1-C

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 30th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Teld, LLC ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Pete Eliades, ("Pete"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

SR / [Signature]
Teld, LLC
Purchasing Agent
10/27/08
Purchase Agreement 11.doc

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as **Exhibit "B"** and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth (1/6th) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth (1/6th) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as **Exhibit "C"** and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

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G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with the Albert E. Flangas Revocable Living Trust dated July 22, 2005 (the "Flangas Trust") by which the Flangas Trust shall similarly acquire a one-sixth (1/6th) ownership interest in the Company from Seller, and concurrently acquire a one-sixth (1/6th) ownership interest from the Company pursuant to a substantially identically Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half (1/2) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and the Flangas Trust), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in

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this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Purchaser – one-third (1/3rd).
- b. Flangas Trust – one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) – collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in **Exhibit "D"** and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

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a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as **Exhibit "E"** and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

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c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepare to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be

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sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

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Managing member
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(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

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Managing member
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(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

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THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ('ACT') OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

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(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as **Exhibit "F"** and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

7. Closing. The closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement and the delivery:

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a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Pete agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Pete individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Pete shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be

confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect

legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If

Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

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g. Go Global and Carlos hereby resign from any and all managerial or officierial positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as **Exhibit "H"** and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carolos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogisch Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00) , if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement

shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: Teld, LLC
c/o Pete Eliades
1531 Las Vegas Boulevard, South
Las Vegas, Nevada 89104

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction

of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

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Held in
meeting
30 Oct 2008
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h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and pennitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.


m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance

with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year above-written.


"BUYER"
Teld, LLC

By: 
Aristotelis Eliades, Managing Member

By: 
Dolores Eliades, Managing Member



Peter Eliades, as an individual

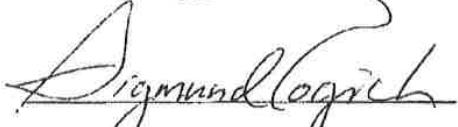
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust


By: Sigmund Rogich, on behalf of the
Rogich Family Irrevocable Trust


Sigmund Rogich, as an individual

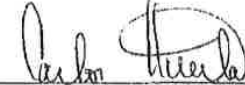

Carlos Huerta, as an individual

EXHIBIT "A"

**Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report")**

[See Attached]

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Member's Manual
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Order No. 08-09-0512-SD
1st Amendment

NEVADA TITLE COMPANY
2500 North Buffalo, Suite # 150
Las Vegas, Nevada 89128
(702) 251-5000

ATTENTION: Sue Dudzinski

October 28, 2008

Your Number
Order Number: 08-09-0512-SD

Dated as of October 21, 2008 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Nevada Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the exclusions and exceptions from coverage document attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the exclusions and exceptions from coverage. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referenced to below and the exceptions and exclusions set forth in the exclusions from coverage of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



Title Officer: Sue Dudzinski

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Order No. 08-09-0512-SD
1st Amendment

SCHEDULE A

The form of Policy of Title Insurance contemplated by this report is:

- () California Land Title/American Land Title Association Homeowners Policy
- (X) American Land Title Association Lender's Policy 2006
- () American Land Title Association Owners Policy 2006
- (X) California Land Title Association Standard Owner's/Lenders

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN
THIS SCHEDULE COVERED BY THIS REPORT IS:

A Fee

Title to said estate or interest at the date hereof is vested in:

Eldorado Hills L L C, a Nevada limited liability company,

The land referred to in this report is situated in the State of Nevada, County of Clark, and
is described as follows:

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

Buyer: Albert Flangas, Trustee of The Flangas Family Trust, Pete Eliades, Trustee of
The Eliades Family Trust
Address: 12801 South US Highway 95 Las Vegas, NV

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Order No. 08-09-0512-SD
1st Amendment

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTHWEST QUARTER (SW ¼) OF SECTION 11, TOWNSHIP 23 SOUTH,
RANGE 63 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT OF SAID
LAND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.

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SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. State and County Taxes for the fiscal period of 2008 to 2009, a lien now due and payable in the total amount of \$53,655.48, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$13,413.87 has been paid

Second installment of \$13,413.87 has been paid

Third installment of \$13,413.87 unpaid delinquent first Monday in January

Fourth installment of \$13,413.87 unpaid delinquent first Monday in March

Parcel No. 189-11-002-001

2. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
3. Reservations and Easements in the patent from the United States of America, recorded November 22, 1961, in Book 329 as Document No. 265853 and recorded May 16, 1985 in Book 2111 as Document No. 2070205, of Official Records.
4. Reservations and Easements in the patent from the United States of America, recorded May 17, 1956, in Book 94 as Document No. 78315, of Official Records.
5. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANTS RUNNING WITH THE LAND", recorded May 25, 1982, in Book 1571 as Document No. 1530303, of Official Records.
6. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANTS RUNNING WITH THE LAND", recorded September 10, 1982, in Book 1620 as Document No. 1579282, of Official Records.

7. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded October 5, 1982, in Book 1630 as Document No. 1589544 of Official Records.

The exact location and extent of said easement is not disclosed in the document of record.

8. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded October 5, 1982, in Book 1630 as Document No. 1589545 of Official Records.

The exact location and extent of said easement is not disclosed in the document of record.

9. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded May 11, 1989, in Book 890511 as Document No. 00572 of Official Records.

10. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded October 16, 1989, in Book 891016 as Document No. 00772, of Official Records.

The above document was re-recorded on November 15, 1989 in Book 891115 as Document No. 00820.

11. Terms, covenants, conditions and provisions in an instrument entitled, "COOPERATIVE AGREEMENT NO. 3 BETWEEN THE CITY OF HENDERSON, THE LAS VEGAS VALLEY WATER DISTRICT AND THE COLORADO RIVER COMMISSION REGARDING COLORADO RIVER WATER ENTITLEMENTS", recorded January 26, 1990, in Book 900126 as Document No. 00522, of Official Records.

12. The effect of the following Record of Survey performed by THOMAS E. KEMMES, filed in File 53 of Surveys at Page 87, recorded February 15, 1990, in Book 900215, as Document No. 00742 of Official Records.

13. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded March 5, 2003, in Book 20030305 as Document No. 04635 of Official Records.

14. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded May 9, 2003, in Book 20030509 as Document No. 01339, of Official Records.
15. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded December 22, 2003, in Book 20031222 as Document No. 02862 of Official Records.
16. Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law affecting said land contained in the Deed recorded September 14, 2006 in Book 20060914 as Document No. 03231 of Official Records.
17. Deed of Trust to secure an indebtedness of \$21,000,000.00 and any other amounts payable under the terms thereof:
Recorded: May 25, 2007 in Book 20070525 Document No. 02845 of Official Records.
Dated: May 25, 2007
Trustor: Eldorado Hills, LLC, a Nevada limited liability company
Trustee: Nevada Title Company
Beneficiary: ANB Financial N.A.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.
18. Any claim, loss or damage, due to the fact that there does not appear to be direct access to said land by a publicly dedicated road.
19. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
20. Water rights, claims or title to water, whether or not shown by the public records.
21. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.

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 Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.
 24. The requirement that a physical inspection of the subject land be made prior to the close of escrow.
- NOTE: Additional exceptions and/or requirements may be added to this report upon completion of said inspection.
25. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM LAND TITLE SURVEY conforming to the minimum standard requirements as revised in 2005.
 26. Underwriter approval is needed to close this transaction; therefore, submit all documentation, including but not limited to requested endorsements, at least ONE WEEK prior to the contemplated closing date.

UNDERWRITER APPROVAL REQ.: The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of the requirement above.

TAX INFORMATION:
2008-2009

District:	510
Tax Rate:	2.4855
Parcel No.:	189-11-002-001
Real Estate:	\$5,525,861.00
Improvements:	\$1,620,101.00
Assessed Valuation:	\$7,145,962.00
Acreage Assessed:	161.93

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

COUNTY RECORDER REQUIREMENTS

EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

- a) Be on 20# paper that is 8 ½ inches by 11 inches in size
- b) Have a margin of 1 inch on the left and right sides and at the bottom of each page; and
- c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin on 1 inch at the top of each succeeding page.
- d) Not contain printed material on more than one side of each page.
- e) Print that is NO smaller than 10-point Times New Roman font and contains no more than 9 lines of text per vertical inch.
- f) MUST NOT be printed in any ink other than black

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-COMPLIANCE RECORDING CHARGE OF \$25.00 PER DOCUMENT.

Order Number: 08-09-0512-SD

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. If you want a full page explanation of our privacy policy, or if you have questions, please contact us.

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JA_001943

NOTES

This map is for assessment use only and does not represent a survey. No liability is assumed for the accuracy of the data displayed herein. Information on maps and other assessment records may be obtained from the State Department of Taxation or the Assessor's Office. This map is compiled from official records, including surveys and deeds, and may contain the information required for assessment. See the recorded documents for more detailed legal information.

MAP LEGEND

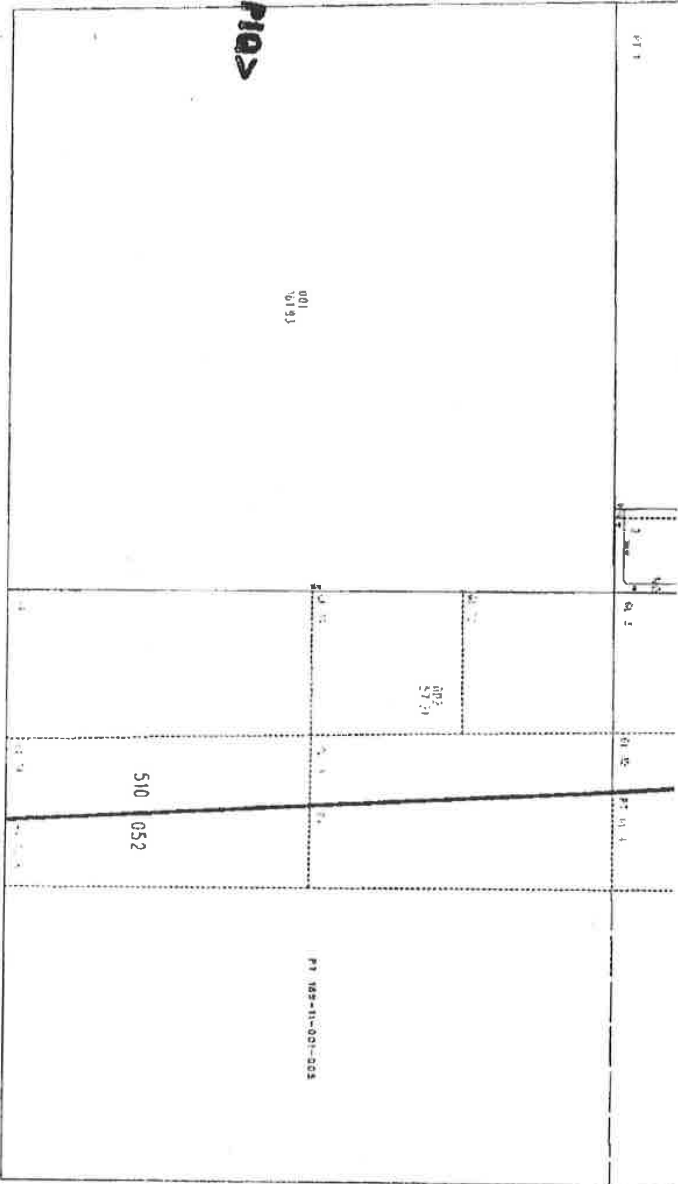
Parcel Boundary	Parcel Number	Lot Number
Sub-Parcel Boundary	Sub-Parcel Number	Sub-Parcel Lot Number
Parcel Boundary	Parcel Number	Lot Number
Sub-Parcel Boundary	Sub-Parcel Number	Sub-Parcel Lot Number

ASSESSOR'S PARCELS - CLARK CO., NY

M. W. SCHOFFELE, Assessor

Parcel Number	Lot Number	Sub-Parcel Lot Number
1235	363E	1
1236	363E	2
1237	363E	3
1238	363E	4
1239	363E	5
1240	363E	6
1241	363E	7
1242	363E	8
1243	363E	9
1244	363E	10
1245	363E	11
1246	363E	12
1247	363E	13
1248	363E	14
1249	363E	15
1250	363E	16
1251	363E	17
1252	363E	18
1253	363E	19
1254	363E	20
1255	363E	21
1256	363E	22
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1266	363E	32
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1268	363E	34
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1298	363E	64
1299	363E	65
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1334	363E	100

189-11-002



TAX DIST 052.50

EXHIBIT 1 (REV. 6/17/06)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS;
 - (A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
3. ANY FACTS, RIGHTS, INTEREST, 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.
4. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. 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.
6. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)

EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEY'S FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES, LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING
 - C. LAND USE
 - D. IMPROVEMENTS ON THE LAND
 - E. LAND DIVISION
 - F. ENVIRONMENTAL PROTECTIONTHIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
2. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 16, 17 OR 24.
3. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES
4. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
5. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A. A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
 - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
6. RISKS:
 - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
 - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
 - C. THAT RESULT IN NO LOSS TO YOU; OR
 - D. THAT FIRST OCCUR AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8D, 22, 23, 24 OR 25.
7. FAILURE TO PAY VALUE FOR YOUR TITLE.
8. LACK OF A RIGHT:
 - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
 - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

LIMITATIONS ON COVERED RISKS

YOUR INSURANCE FOR THE FOLLOWING COVERED RISKS IS LIMITED ON THE OWNER'S COVERAGE STATEMENT AS FOLLOWS:
 FOR COVERED RISK 14, 15, 16 AND 18, YOUR DEDUCTIBLE AMOUNT AND OUR MAXIMUM DOLLAR LIMIT OF LIABILITY SHOWN IN SCHEDULE A
 THE DEDUCTIBLE AMOUNTS AND MAXIMUM DOLLAR LIMITS SHOWN ON SCHEDULE A ARE AS FOLLOWS:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability		Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000	Covered Risk 16	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000	Covered Risk 18	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (8/1/87)

EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
 - LAND USE
 - IMPROVEMENTS ON THE LAND
 - LAND DIVISION
 - ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
 - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:
 - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
 - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
 - THAT RESULT IN NO LOSS TO YOU
 - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:
 - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A
 - OR
 - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.

THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (1) THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (3) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (4) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURED THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL OR TO THE EXTENT INSURANCE IS AFFORDED HEREIN AS TO ASSESSMENTS FOR STREET IMPROVEMENTS UNDER CONSTRUCTION OR COMPLETED AT DATE OF POLICY); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
7. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (1) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

- (2) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
- (3) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
- TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

2005 ALTA LOAN POLICY (6/17/06)
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
 - THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND
 - THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND;
 - THE SUBDIVISION OF LAND; OR
 - ENVIRONMENTAL PROTECTION
 OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
- (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6.
- RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS:
 - CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AND INSURED UNDER THIS POLICY;
 - RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11, 13, OR 14); OR
 - RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
- UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF AN INSURED TO COMPLY WITH APPLICABLE DOING-BUSINESS LAWS OF THE STATE WHERE THE LAND IS SITUATED.
- INVALIDITY OR UNENFORCEABILITY IN WHOLE OR IN PART OF THE LIEN OF THE INSURED MORTGAGE THAT ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
- ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION CREATING THE LIEN OF THE INSURED MORTGAGE, IS
 - A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER, OR
 - A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 13(B) OF THIS POLICY.
 ANY LIEN OF THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE INSURED MORTGAGE IN THE PUBLIC RECORDS. THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11(B).

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME INSURED UNDER THIS POLICY;
 - RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
- ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGEMENT OR A LIEN CREDITOR.

IF ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

2006 ALTA OWNER'S POLICY (6/17/06)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY, AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES, OR EXPENSES THAT ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
 - (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND;
 - (ii) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERRECTED ON THE LAND;
 - (iii) THE SUBDIVISION OF LAND; OR
 - (iv) ENVIRONMENTAL PROTECTION;
 OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1 (A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
- (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1 (B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6.
2. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS
 - (A) CREATED, SUFFERED, ASSUMED, OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 9 AND 10) ' OR
 - (E) RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE TITLE.
4. ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION VESTING THE TITLE AS SHOWN IN SCHEDULE A, IS
 - (A) A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (B) A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 9 OF THIS POLICY.
5. ANY LIEN ON THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE DEED OR OTHER INSTRUMENT OF TRANSFER IN THE PUBLIC RECORDS THAT VESTS TITLE AS SHOWN IN SCHEDULE A.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (iii) A SEPERATION IN OWNERSHIP OR A CHARGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12,13,14, AND 18 OF THIS POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12,13,14, AND 18.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 28.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTERET CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE. THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
 - (A) THE TIME OF THE ADVANCE, OR
 - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED, IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.

Order No. 08-09-0512-SD

NEVADA TITLE COMPANY
2500 North Buffalo, Suite # 150
Las Vegas, Nevada 89128
(702) 251-5000

ATTENTION: Sue Dudzinski

September 29, 2008

Your Number
Order Number: 08-09-0512-SD

Dated as of September 22, 2008 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Nevada Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the exclusions and exceptions from coverage document attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the exclusions and exceptions from coverage. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referenced to below and the exceptions and exclusions set forth in the exclusions from coverage of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



Title Officer: Sue Dudzinski

NAN_000046
081

JA_001949

SCHEDULE A

The form of Policy of Title Insurance contemplated by this report is:

- ☐ California Land Title/American Land Title Association Homeowners Policy
- ☒ American Land Title Association Lender's Policy 2006
- ☐ American Land Title Association Owners Policy 2006
- ☒ California Land Title Association Standard Owner's/Lenders

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS SCHEDULE COVERED BY THIS REPORT IS:

A Fee

Title to said estate or interest at the date hereof is vested in:

Eldorado Hills, LLC, a Nevada limited liability company

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

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

Buyer: David Damante
Address: 12801 South US Highway 95 Las Vegas, NV

Order No. 08-09-0512-SD

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTHWEST QUARTER (SW ¼) OF SECTION 11, TOWNSHIP 23 SOUTH,
RANGE 63 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT OF SAID
LAND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.

NAN_000048
083

JA_001951

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. State and County Taxes for the fiscal period of 2008 to 2009, a lien now due and payable in the total amount of \$53,655.48, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$13,413.87 has been paid

Second installment of \$13,413.87 unpaid delinquent first Monday in October

Third installment of \$13,413.87 unpaid delinquent first Monday in January

Fourth installment of \$13,413.87 unpaid delinquent first Monday in March

Parcel No. 189-11-002-001

2. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
3. Reservations and Easements in the patent from the United States of America, recorded November 22, 1961, in Book 329 as Document No. 265853 and recorded May 16, 1985 in Book 2111 as Document No. 2070205, of Official Records.
4. Reservations and Easements in the patent from the United States of America, recorded May 17, 1956, in Book 94 as Document No. 78315, of Official Records.
5. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANTS RUNNING WITH THE LAND", recorded May 25, 1982, in Book 1571 as Document No. 1530303, of Official Records.
6. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANTS RUNNING WITH THE LAND", recorded September 10, 1982, in Book 1620 as Document No. 1579282, of Official Records.

NAN_000049
084

JA_001952

7. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded October 5, 1982, in Book 1630 as Document No. 1589544 of Official Records.

The exact location and extent of said easement is not disclosed in the document of record.

8. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded October 5, 1982, in Book 1630 as Document No. 1589545 of Official Records.

The exact location and extent of said easement is not disclosed in the document of record.

9. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded May 11, 1989, in Book 890511 as Document No. 00572 of Official Records.

10. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded October 16, 1989, in Book 891016 as Document No. 00772, of Official Records.

The above document was re-recorded on November 15, 1989 in Book 891115 as Document No. 00820.

11. Terms, covenants, conditions and provisions in an instrument entitled, "COOPERATIVE AGREEMENT NO. 3 BETWEEN THE CITY OF HENDERSON, THE LAS VEGAS VALLEY WATER DISTRICT AND THE COLORADO RIVER COMMISSION REGARDING COLORADO RIVER WATER ENTITLEMENTS", recorded January 26, 1990, in Book 900126 as Document No. 00522, of Official Records.

12. The effect of the following Record of Survey performed by THOMAS E. KEMMES, filed in File 53 of Surveys at Page 87, recorded February 15, 1990, in Book 900215, as Document No. 00742 of Official Records.

13. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded March 5, 2003, in Book 20030305 as Document No. 04635 of Official Records.

14. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded May 9, 2003, in Book 20030509 as Document No. 01339, of Official Records.
15. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded December 22, 2003, in Book 20031222 as Document No. 02862 of Official Records.
16. Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law affecting said land contained in the Deed recorded September 14, 2006 in Book 20060914 as Document No. 03231 of Official Records.
17. Deed of Trust to secure an indebtedness of \$21,000,000.00 and any other amounts payable under the terms thereof:
Recorded: May 25, 2007 in Book 20070525 Document No. 02845 of Official Records.
Dated: May 25, 2007
Trustor: Eldorado Hills, LLC, a Nevada limited liability company
Trustee: Nevada Title Company
Beneficiary: ANB Financial N.A.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.
18. Any claim, loss or damage, due to the fact that there does not appear to be direct access to said land by a publicly dedicated road.
19. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
20. Water rights, claims or title to water, whether or not shown by the public records.
21. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.

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 Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.
 24. The requirement that a physical inspection of the subject land be made prior to the close of escrow.
- NOTE: Additional exceptions and/or requirements may be added to this report upon completion of said inspection.
25. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM LAND TITLE SURVEY conforming to the minimum standard requirements as revised in 2005.
 26. Underwriter approval is needed to close this transaction; therefore, submit all documentation, including but not limited to requested endorsements, at least ONE WEEK prior to the contemplated closing date.

UNDERWRITER APPROVAL REQ.: The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of the requirement above.

TAX INFORMATION:
2008-2009

District:	510
Tax Rate:	2.4855
Parcel No.:	189-11-002-001
Real Estate:	\$5,525,861.00
Improvements:	\$1,620,101.00
Assessed Valuation:	\$7,145,962.00
Acreage Assessed:	161.93

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

COUNTY RECORDER REQUIREMENTS

EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

- a) Be on 20# paper that is 8 ½ inches by 11 inches in size
- b) Have a margin of 1 inch on the left and right sides and at the bottom of each page; and
- c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin on 1 inch at the top of each succeeding page.
- d) Not contain printed material on more than one side of each page.
- e) Print that is NO smaller than 10-point Times New Roman font and contains no more than 9 lines of text per vertical inch.
- f) MUST NOT be printed in any ink other than black

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-COMPLIANCE RECORDING CHARGE OF \$25.00 PER DOCUMENT.

Order Number: 08-09-0512-SD

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. If you want a full page explanation of our privacy policy, or if you have questions, please contact us.

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JA_001957

ASSESSOR'S PARCELS - CLARK CO., NY.
M. W. Schofield, Assessor

1235 363E **3E** **5.2 SEC** **189-11-002**

NOTES
 This map is for reference use only and does not represent a survey. The liability is assumed for the accuracy of the data contained herein. Information as to the value of other real-estate parcels may be obtained from the Assessor's Office.
 This map is compiled from official records, including surveys and deeds, but may contain the information required for taxation. See the several documents for more detailed legal descriptions.

MAP LEGEND

Parcel Boundary	100' ASSESSOR'S PARCELS
500' Boundary	200' ASSESSOR'S PARCELS
Road Easement	200' ASSESSOR'S PARCELS
Water Boundary	100' ASSESSOR'S PARCELS
Water Parcel Lot Line	100' ASSESSOR'S PARCELS
Water Parcel Lot Line	100' ASSESSOR'S PARCELS

Scale: 1" = 200'

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EXHIBIT 1 (REV. 6/17/06)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OF ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS, PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTEREST, 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.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. 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.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING
 - C. LAND USE
 - D. IMPROVEMENTS ON THE LAND
 - E. LAND DIVISION
 - F. ENVIRONMENTAL PROTECTIONTHIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 16, 17 OR 24.
2. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
3. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A. A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
 - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
4. RISKS:
 - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
 - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
 - C. THAT RESULT IN NO LOSS TO YOU; OR
 - D. THAT FIRST OCCUR AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8D, 22, 23, 24 OR 25.
5. FAILURE TO PAY VALUE FOR YOUR TITLE.
6. LACK OF A RIGHT:
 - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
 - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

LIMITATIONS ON COVERED RISKS

YOUR INSURANCE FOR THE FOLLOWING COVERED RISKS IS LIMITED ON THE OWNER'S COVERAGE STATEMENT AS FOLLOWS:
 FOR COVERED RISK 14, 15, 16 AND 18, YOUR DEDUCTIBLE AMOUNT AND OUR MAXIMUM DOLLAR LIMIT OF LIABILITY SHOWN IN SCHEDULE A.
 THE DEDUCTIBLE AMOUNTS AND MAXIMUM DOLLAR LIMITS SHOWN ON SCHEDULE A ARE AS FOLLOWS:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability		Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000	Covered Risk 16	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000	Covered Risk 18	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (8/1/87)

EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
 - LAND USE
 - IMPROVEMENTS ON THE LAND
 - LAND DIVISION
 - ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
 - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:
 - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
 - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
 - THAT RESULT IN NO LOSS TO YOU
 - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:
 - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A
 - OR
 - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.

THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/82) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (1) THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (3) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (4) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURED THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL OR TO THE EXTENT INSURANCE IS AFFORDED HEREIN AS TO ASSESSMENTS FOR STREET IMPROVEMENTS UNDER CONSTRUCTION OR COMPLETED AT DATE OF POLICY); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
7. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (1) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

- (2) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
- (3) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

**2005 ALTA LOAN POLICY (8/17/06)
EXCLUSIONS FROM COVERAGE**

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

- 1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
 - (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND
 - (II) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND;
 - (III) THE SUBDIVISION OF LAND; OR
 - (IV) ENVIRONMENTAL PROTECTION
 OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
 - (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8.
 - 2. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
 - 3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AND INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11, 13, OR 14); OR
 - (E) RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
 - 4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF AN INSURED TO COMPLY WITH APPLICABLE DOING-BUSINESS LAWS OF THE STATE WHERE THE LAND IS SITUATED.
 - 5. INVALIDITY OR UNENFORCEABILITY IN WHOLE OR IN PART OF THE LIEN OF THE INSURED MORTGAGE THAT ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
 - 6. ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION CREATING THE LIEN OF THE INSURED MORTGAGE, IS:
 - (A) A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER, OR
 - (B) A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 13(B) OF THIS POLICY.
- ANY LIEN OF THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE INSURED MORTGAGE IN THE PUBLIC RECORDS. THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11(B).

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)
EXCLUSIONS FROM COVERAGE**

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

- 1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPERATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- 2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
- 3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME INSURED UNDER THIS POLICY
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
- 4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (I) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (II) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGEMENT OR A LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

2006 ALTA OWNER'S POLICY (8/17/06)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY, AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES, OR EXPENSES THAT ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
 - (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND;
 - (ii) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND;
 - (iii) THE SUBDIVISION OF LAND; OR
 - (iv) ENVIRONMENTAL PROTECTION;
 OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
- (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8.
2. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS
 - (A) CREATED, SUFFERED, ASSUMED, OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 9 AND 10); OR
 - (E) RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE TITLE.
4. ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION VESTING THE TITLE AS SHOWN IN SCHEDULE A, IS
 - (A) A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (B) A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 9 OF THIS POLICY.
5. ANY LIEN ON THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE DEED OR OTHER INSTRUMENT OF TRANSFER IN THE PUBLIC RECORDS THAT VESTS TITLE AS SHOWN IN SCHEDULE A.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPERATION IN OWNERSHIP OR A CHARGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12,13,14, AND 16 OF THIS POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12,13,14, AND 16.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTERET CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE. THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
 - (A) THE TIME OF THE ADVANCE OR
 - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED, IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.

EXHIBIT "B"

**Renewal, Extension, Modification, and Ratification of Note and Deed of Trust
("New Loan Documentation")**

[See Attached]

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S.K.
TEED LLC
Recording Number
30 OCT 2008
21 of 27

Purchase Agreement11.doc

APN: 189-11-002-001

ESCROW NO. 08-09-0512-SD

RENEWAL, EXTENSION, MODIFICATION, AND RATIFICATION OF
NOTE AND DEED OF TRUST

STATE OF NEVADA

COUNTY OF CLARK

THIS RENEWAL, EXTENSION, MODIFICATION, AND RATIFICATION OF NOTE AND DEED OF TRUST (this "Agreement") is made and entered into by and between Eldorado Hills, LLC, a Nevada Limited Liability Company (the "Borrower"), whose address is 3883 Howard Hughes Pkwy, # 590, Las Vegas, Nevada 89169 and the Federal Deposit Insurance Corporation (the "FDIC"), as Receiver for ANB Financial, N.A., ("ANB") whose address is 1601 Bryan St., Dallas, Texas 75201.

RECITALS:

WHEREAS, the Borrower executed that certain Promissory Note dated May 25, 2007, payable to the order of ANB in the original principal amount of \$21,000,000.00 (the "Original Note"); and

WHEREAS, the Note is secured by the lien of that certain Deed Of Trust, of even date with the Original Note, to Nevada Title Company as Trustee for the benefit of ANB, and recorded on May 25, 2007, as Instrument No. 20070525-0002845 in the records of the County Recorder of Clark County, Nevada (the "Deed of Trust"), covering certain real property situated in Clark County, Nevada, as particularly described and defined therein and on Exhibit A attached hereto (the "Real Property"); and

WHEREAS, ANB was closed by the Comptroller of the Currency on May 9, 2008, and the FDIC was thereafter appointed receiver for ANB (the "Receiver"); and

WHEREAS, pursuant to 12 U.S.C. § 1821(d), the Receiver has succeeded to all of the right, title, and interest of ANB in, to, and under the Note and the Deed of Trust; and

WHEREAS, the Borrower is in default under the Note and the Deed Of Trust, and giving credit for all payments made from all persons, including, without limitation, a payment of \$4,321,718.32 as a principal reduction and payment of \$678,281.68 accrued interest, at or about the time of execution of this Agreement, there is due and owing on the Note the principal amount of \$16,170,278.08; and

WHEREAS, the Borrower has proposed and the Receiver has consented to renew, extend, and modify the Note and the Deed of Trust as hereinafter provided, and the Borrower desires to ratify the Note and the Deed Of Trust as so renewed, extended, and modified.

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NOW, THEREFORE, in consideration of the premises, including, without limitation, the forbearance of the Receiver in exercising its rights to (A) accelerate the indebtedness evidenced by the Note and secured by the lien of the Deed Of Trust upon the Real Property, as a result of the Borrower's default thereunder, and (B) foreclose upon the Real Property and any other collateral, either judicially or non-judicially, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Borrower and the Receiver hereby agree as follows:

1. Recitals. The Recitals set forth hereinabove are hereby incorporated into this Agreement and made a part hereof for all purposes as if fully set forth herein.

2. Renewal, Extension, and Modification of Note.

(a) The Note is hereby renewed, extended, and modified as herein set forth and Borrower hereby promises to pay to the order of the Receiver, its successors and assigns, at the address set forth hereinabove, or at such other place as the holder of the Note may from time to time designate in writing, the unpaid principal balance of the Note, which the Borrower and the Receiver hereby agree to be the amount of SIXTEEN MILLION, ONE HUNDRED SEVENTY THOUSAND, TWO HUNDRED SEVENTY EIGHT AND EIGHT ONE HUNDREDS DOLLARS (\$16,170,278.08), together with interest on the balance of principal remaining from time to time unpaid hereunder from the date of this Agreement at the rates provided for herein.

(b) Prior to default or maturity hereunder, the outstanding principal balance of the Note shall bear interest at a rate per annum (the "Regular Rate") equal to Wall Street Journal Prime, as such rate is published and adjusted from time to time, plus two per cent (2%), in each case calculated daily on the basis of a three hundred sixty-five (365)-day year for each day all or any part of the principal balance of the Note shall remain outstanding.

(c) The Note is payable hereunder in the following manner:

(i) On the 30th day of the month following the date of this Agreement, and on the 30th day of each and every month thereafter to and including the 30th day of the month preceding the Maturity Date (hereinafter defined), ONE HUNDRED AND TWENTY THOUSAND, FIVE HUNDRED SIXTY ONE AND TWENTY FIVE ONE HUNDREDS DOLLARS (\$120,561.25) shall be paid on account of principal and interest on the Note at the Regular Rate.

(ii) In all events, the entire principal balance of the Note, together with all accrued and unpaid interest thereon and all other sums due thereunder, if any, unless sooner paid, shall be due and payable on the Fifth (5th) anniversary of the date of this Agreement (the "Maturity Date").

(iii) During the term of this Note, individual lots will be released upon payment

of 125% of the value or such lot or lots established by the appraisal dated March 21, 2007, prepared by Rick Smith of RCS Appraisal, Inc., File #07-070.

3. Renewal, Extension, and Modification of Deed Of Trust. The Deed Of Trust and all rights, titles, interests, liens, powers, and privileges existing by virtue thereof, together with any and all other documents executed with regard thereto or to the indebtedness evidenced by the Note, are hereby renewed, extended, and modified as herein set forth and shall be and continue in full force and effect to secure payment of the indebtedness evidenced by the Note and any and all renewals and extensions thereof.

4. Ratification of Note and Deed Of Trust. The Borrower hereby ratifies the Note and the Deed Of Trust and any and all other documents executed with regard thereto or to the indebtedness evidenced thereby, as hereby renewed, extended, and modified. Except as expressly modified herein, all of the terms and provisions of the Note and the Deed Of Trust and any and all other documents executed with regard thereto or to the indebtedness evidenced thereby, shall remain in full force and effect. To the extent any conflicts exist between this Agreement and the terms and provisions of the Note and the Deed Of Trust and any and all other documents executed with regard thereto or to the indebtedness evidenced thereby, this Agreement shall control.

5. Interest Not to Exceed Maximum Lawful Amount. All agreements between the Borrower and ANB or the Receiver, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency or event whatsoever, whether by reason of demand or acceleration of the maturity of the Note or otherwise, shall the amount contracted for, charged, received, paid, or agreed to be paid to ANB or the Receiver for the use, forbearance, or detention of the funds evidenced by the Note or otherwise, or for the performance or payment of any covenant or obligation contained in the Deed Of Trust, exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to ANB or the Receiver in excess of the maximum lawful amount, the interest payable to ANB or the Receiver shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance ANB ever received or the Receiver ever receives anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal of the Note and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal thereof, such excess shall be refunded to the Borrower. All interest paid or agreed to be paid to ANB or the Receiver shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full contemplated term of the Note (including the period of any renewal or extension thereof) until payment in full of the principal so that the interest thereon for such contemplated term shall not exceed the maximum amount permitted by applicable law; provided that if the principal is paid and performed in full prior to the end of such contemplated term thereof, and if the amount of interest received for the actual period of existence thereof exceeds the maximum lawful rate, the Receiver shall refund to the Borrower the amount of such excess. The term "applicable law" as used herein shall mean the laws of the United States or the law of the State of Texas, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future. This Section 5 shall control all agreements between the Borrower and ANB or the

Receiver.

6. Reinstatement. If the maturity of the indebtedness evidenced by the Note has heretofore been accelerated or the Note has otherwise matured according to its terms, the Receiver hereby reinstates the Note and the Deed Of Trust as if the default giving rise to such acceleration had not occurred or the Note had not matured; however, such reinstatement shall be without prejudice to the rights of the Receiver to exercise at any time in the future any and all rights conferred upon ANB or the Receiver by the Note and the Deed Of Trust with respect to any default, breach, or failure to observe any provision provided therein which might occur subsequent to the date of this Agreement. Such reinstatement is being made by the Receiver at the request of the Borrower.

7. Prepayment. The Borrower shall have the option to prepay the Note upon written notice to the then holder thereof. Prepayment in full or in part without penalty shall be allowed provided that the Note or any instrument given to secure it are not in default, and that there are no funds then owing which may have been previously advanced pursuant to any such instrument securing the Note. Any such prepayment shall be applied first to the balance of the principal then remaining unpaid, and the remainder (if any) to interest payable thereunder.

8. Note and Deed Of Trust in Full Force and Effect. The Borrower and the Receiver hereby acknowledge and agree that the modifications contained herein shall in no manner impair the Note or its enforceability, or that of the lien and security interest of the Deed Of Trust, which Note, lien and security interest are hereby acknowledged by the Borrower to be valid and subsisting and all of the terms and provisions thereof shall be and remain in full force and effect as therein written except as modified by this Agreement. The Borrower further hereby acknowledges and agrees that, after giving effect to this Agreement, (a) ANB and the Receiver have fully performed each and every duty or obligation either might have had under the Note and the Deed Of Trust and no default on the part of ANB or the Receiver exists thereunder, (b) no default on the part of the Borrower exists under the Note or the Deed Of Trust, and (c) the Borrower has no (i) defenses to the enforcement of the Note or the Deed of Trust or (ii) right to any counterclaims or offsets thereunder.

9. Statutes of Limitation; Liability. The Borrower hereby (a) waives (if and to the fullest extent such waiver is permitted by law) the benefit of any and all applicable statutes of limitation as now existing or hereafter amended in relation to the Note or any payments, renewals, extensions, or modifications thereof, and (b) agrees that any renewals, extensions, modifications, assignments, or forbearances of any portion of the obligations evidenced by the Note shall in no way affect Borrower's liability thereunder or the enforceability thereof or of the lien of the Deed Of Trust.

10. Representations and Warranties of Borrower. The Borrower hereby represents and warrants to the Receiver, its successors and assigns, that all of the information and documentation provided to the Receiver in connection with the Borrower's negotiation of this Agreement are true and correct, including, without limitation, (a) the Borrower's present and continuing ownership of the Real Property and any and all other collateral pledged as security for the payment of the indebtedness evidenced by the Note, unencumbered by any other pledge, security interest, or lien given or granted by the Borrower to any other party for any other indebtedness, and (b) any and all financial

information regarding the Borrower. The Borrower hereby acknowledges that the Receiver has relied upon such information and documentation in determining whether or not to allow the renewal, extension, and modification of the Note and the Deed Of Trust as provided for herein. If any of such information or documentation proves to have been false, such falsehood shall be an event of default under the Note and the Deed Of Trust, and the person or persons furnishing such false information or documentation shall be subject to criminal prosecution under 18 U.S.C. § 1007.

11. Lift of Stay. The Borrower hereby agrees that, as a part of the consideration for the transaction described in this Agreement, as such consideration is set forth hereinabove, in the event that the Borrower shall (a) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (b) be the subject of any order for relief issued under Title 11 of the U.S. Code, as amended, (c) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (d) have sought, consented to, or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (e) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, the Receiver shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to the Receiver as provided in the Note and the Deed Of Trust, as hereby renewed, extended, and modified, and as otherwise provided by law.

12. Entire Agreement. The Note and the Deed Of Trust, together with any and all other documents executed with regard thereto or to the indebtedness evidenced thereby, as hereby renewed, extended, and modified, embody the entire agreement between the Borrower and the Receiver regarding the subject matter hereof, which may not be further amended or modified in any manner without the written agreement of those parties.

13. Authority. The person(s) executing this Agreement on behalf of the Borrower each hereby warrant and represent to the Receiver that he or she has full right, power, and authority to do so.

14. Governing Law. Except as otherwise expressly set forth herein, the validity, construction, interpretation, enforcement, and performance of this Agreement, the Note, and the Deed Of Trust, and the rights and duties of the parties hereunder and thereunder, shall be governed by the laws of the United States of America and, to the extent that state law would apply under applicable federal law, the laws of the State of Texas, except as otherwise required by the laws of the jurisdiction where the property is located. Application of this Section 14 shall be made without regard to conflicts of law principles.

15. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

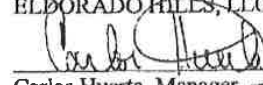
16. Communications. All payments, notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been delivered to the addressee after the deposit of same in a post office of the United States Postal Service, or in a regularly maintained depository under the care and custody of the United States Postal Service, registered or certified, postage prepaid, addressed to such party at its address as respectively set forth hereinabove. Each party hereto may, by notice to the other party hereto, designate a different address. Payments, notices, demands, requests, and other communications given or made in the manner provided by this Section 16 shall be deemed sufficiently delivered, served, or given for all purposes hereunder at the time such payment, notice, demand, request, or communication shall have been mailed to the address of the addressee as hereinbefore provided. Rejection or refusal to accept, or inability to deliver because of changed address of which no notice of changed address was given, shall, as to any such payment, notice, demand, request, or communication, constitute delivery to addressee.

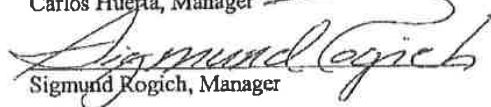
17. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, but which will evidence one and the same instrument.

THIS RENEWAL, EXTENSION, MODIFICATION, AND RATIFICATION OF NOTE AND DEED OF TRUST is executed by the parties hereto to be effective for all purposes as of the 30 day of October, 2008.

BORROWER:

ELDORADO HILLS, LLC


Carlos Huerta, Manager


Sigmund Rogich, Manager

[The Receiver's signature and the acknowledgments of the parties follow on the next page.]

NAN_000066

101

JA_001969

RECEIVER:

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for ANB Financial NA

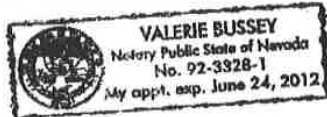
By: _____
Name: _____
Title: Attorney in Fact

ACKNOWLEDGMENTS

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 30TH day of OCTOBER, 2008, by Carlos Huerta, Manager of El Dorado Hills, LLC, on behalf of the business or entity.

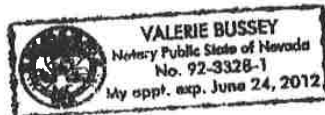


By: [Signature]
Notary Public, State of NEVADA
Residing at: CLARK COUNTY, NEVADA
My commission expires: 6/24/2012

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 30TH day of OCTOBER, 2008, by Sigmund Rogich, Manager of El Dorado Hills, LLC, on behalf of the business or entity.



By: [Signature]
Notary Public, State of NEVADA
MY COMMISSION EXPIRES: 6/24/2012

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2008, before me, the undersigned Notary Public, personally appeared _____, to me known to be an Attorney in Fact of the Federal Deposit Insurance Corporation, acting in its capacity as Receiver for ANB Financial, NA and acknowledged that he executed the foregoing instrument on behalf of said entity.

By: _____
Notary Public, State of _____

NAN_000067 102

JA_001970

EXHIBIT A

Described as:

The southwest quarter (SW ¼) of Section 11, Township 23 South, Range 63 East,
M.D.B. & M., according to the official plat of said land on file in the office of the bureau of land
Management

NAN_000068₁₀₃

JA_001971

**ATTACHMENT TO RENEWAL, EXTENSION, MODIFICATION AND RATIFICATION OF
NOTE AND DEED OF TRUST
ACCOMMODATION RECORDING INSTRUCTIONS,
NOTICE AND WAIVER PURSUANT TO N.R.S. 692A.210
AND INDEMNITY AGREEMENT**

TO: NEVADA TITLE COMPANY DATE: October 29, 2008 ESCROW/ORDER # 08-09-0512-SD

FROM: The Undersigned

The documents listed below are for recording in the Recorder's Office as an accommodation only. You are to make no demand or inquiry in connection therewith. The undersigned understand that Nevada Title Company ("NTC") is not searching the public records in connection with any property affected thereby, and makes no assurances that the parties have any interest in any property described therein. Further, NTC has not examined the document(s), and makes no assurances as to their validity or effect on title. These documents are being delivered to the Recorder's Office only as a courtesy to the undersigned.

The undersigned also acknowledge that NTC will not now, nor will it in the future, receive any benefit, whether business or otherwise, as a result of the recordation of said document(s). The undersigned further acknowledge that NTC is unwilling to carry out the herein provided instructions without, and in the normal course of business would not do so without an Indemnity Agreement from the undersigned.

NOW THEREFORE, the undersigned do herein and hereby agree that, in consideration of NTC recording said documents, the undersigned will fully and forever protect, defend save harmless and otherwise indemnify NTC from and against any and all liabilities, responsibilities, loss, costs, damages, expenses, charges and fees including but not by way of limitation attorney's fees which it may suffer, expend or incur, directly or indirectly, under by way of, arising out of, or as a consequence of its fulfillment of these instructions and/or the recordation of the herein below described document.

THE UNDERSIGNED are responsible for the Clark County Recorder's Office documentation requirements, including (but not limited to) attaching a Declaration of Value form to any document recorded to transfer real property (or any right, title or interest therein).

The undersigned shall pay applicable Recording Fees and Transfer Tax (check payable to the "Clark County Recorder" to cover the charges concerning: i) the Recorder's Fee of \$14.00 for the first page, and \$1.00 for each additional page, of a document; ii) an additional fee of \$3.00 for any single-page document that is considered a "double-index" document; iii) real property transfer tax of \$5.10 per \$1,000.00 of equitable value in the property).

<u>DOCUMENT</u>	<u>1ST PARTY</u>	<u>2ND PARTY</u>	<u>TRANSFER TAX</u>	<u>RECORDING FEE</u>
Modification	Eldorado Hills	"FDIC"	Not Applicable	\$26.50 Est.
	LLC (Borrower)	(Receiver)		

FURTHERMORE, if a Lender's policy of title insurance is being issued but no Owner's title policy is being issued, then: notice is hereby given, as required in NRS 692A.210 that a mortgagee's title insurance policy is to be issued to your mortgage lender. The policy does not afford title insurance protection to you in the event of a defect or claim of defect in title to the real estate you own or are acquiring. An owner's title insurance policy affording protection to you in the amount of your purchase price, or for the amount of your purchase price plus the cost of any improvements, which you anticipate making, may be purchased by you. NRS 692A.210 requires that you sign the statement printed below if you do not wish to purchase an owner's title insurance policy.

WE HAVE RECEIVED THE FOREGOING NOTICE, AND WAIVE OUR RIGHT TO PURCHASE AN OWNER'S TITLE INSURANCE POLICY FOR OUR PROTECTION.

ELDORADO HILLS LLC, a Nevada limited
Liability company

FEDERAL DEPOSIT INSURANCE
CORPORATION ("FDIC") AS RECEIVER FOR
ANB FINANCIAL, N.A.

INDEMNITOR  Carlos Huerta, Manager

INDEMNITOR Adron Neill, Authorized Signator

 Sigmund Rogich, Manager

NAN_000069 104

JA_001972

EXHIBIT "C"
Subscription Agreement

[See Attached]

Blank

CH
J. R. [Signature]
TERRA LLC
Managing Member
30 Oct. 2008
22-Oct-07

Purchase Agreement11.doc

ELDORADO HILLS, LLC
A Nevada Limited-Liability Company

SUBSCRIPTION BOOKLET AND INSTRUCTIONS

SUBSCRIPTION INSTRUCTIONS

Attached is the Subscription Agreement (the "Subscription Agreement") relating to your purchase of certain limited-liability company Membership Interest Shares of Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"). The Company is offering you an aggregate ownership interest pursuant to this Agreement equal to one-sixth of the limited-liability company Membership Interest Shares (the "Shares"), as will be outstanding effective as of the time of issuance (subject to the redemptions and expenditure referenced in Section 1.2 below), for an aggregate purchase price of two million five hundred thousand dollars (\$2,500,000.00).

A prospective purchaser desiring to subscribe for Shares must complete and execute the Subscription Agreement in accordance with the instructions herein and send this completed Subscription Booklet and payment for the relevant Shares as follows:

1. **Verification of Purchaser Suitability:** Please initial the appropriate boxes in Section 2.1 of the Subscription Agreement (Pages 3 and 4) to verify whether the prospective purchaser is suitable to purchase the Shares.
2. **Subscription for Shares:** Please indicate on the signature page of the Subscription Agreement (Page 11) the number of Shares to be purchased.
3. **Purchaser Information:** Please complete the requested purchaser information on the signature page of the Subscription Agreement (Page 11).
4. **Signature Page.** Please date and sign the signature page to this Subscription Agreement (Page 11).

Once the Subscription Booklet is fully completed and executed, the Subscription Booklet and the payment for the Shares should be sent to the attention of:

KENNETH A. WOLOSON, ESQ.
ELDORADO HILLS, LLC,
400 S. 4th Street, 3rd Floor
Las Vegas, Nevada 89101
Facsimile: (702) 791-0308

Handwritten note:
To be sent
to office
10/12

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into as of the date set forth on the signature page hereto, by and between Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), and the prospective purchaser listed on the signature page hereto (the "Purchaser").

RECITALS

A. The Company is proposing the sale of certain of its Membership Interests ("Shares"), the classes, rights, preferences and privileges of which are set forth in the Company's operating agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (the "Operating Agreement"), in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and/or pursuant to Rule 506 of Regulation D thereunder, as well as in reliance upon exemptive provisions of the securities laws of the State of Nevada;

B. The Company has previously provided Purchaser with certain materials consisting of a general description of the real property ("Real Property") commonly known as APN: 189-11-002-001, and other items concerning the Company and its finances, all as described in Exhibit "B" attached hereto and incorporated herein by this reference (together, the "Evaluation Materials");

C. The Company wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Company, an aggregate ownership interest equal to one-sixth (1/6th) of the Company's Membership Interest Shares (the "Shares"), as will be outstanding effective as of the time of issuance (subject to the redemption and expenditures referenced in Section 1.2 below), on the terms and in the manner set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants, agreements, understandings, undertakings, representations, warranties and promises, and subject to the conditions hereinafter set forth, and intending to be legally bound thereby, the parties do hereby covenant and agree that the recitals set forth above are true and accurate and are hereby incorporated in and made a part of this Agreement, and further covenant and agree as follows:

Handwritten signature
Told LLC
managing member
30 Oct 2007
2012

1. PURCHASE AND SALE OF SHARES

1.1 Purchase Price. Subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to purchase from the Company, and the Company hereby agrees to sell to the Purchaser, the Shares for a purchase price of two million five hundred thousand dollars (\$2,500,000.00).

1.2 Use of Proceeds. The Purchase Price shall be payable into Nevada Title Company Escrow No.: 08-09-0512SD and used to reduce the Company's currently outstanding loan in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender").

1.3 Concurrent with the transactions contemplated hereinabove, the Company is entering into a similar Purchase Agreement with Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005 (the "Flangas Trust").

1.4 Furthermore, each of Purchaser and the Flangas Trust will be entering into a separate purchase agreement with The Rogich Family Irrevocable Trust ("Rogich Trust"), by which they will each acquire a one-sixth (1/6th) ownership interest in the Company owned by the Rogich Trust for a purchase price each of Five Hundred Thousand Dollars (\$500,000.00) and after which time, when combined with this Purchase Agreement and the Purchase Agreement between the Company and the Flangas Trust, will result in the ownership by the Company of one-third (1/3) by Purchaser, one-third (1/3) by the Flangas Trust and one-third (1/3) by the Rogich Trust (subject to the interest of the Rogich Trust possibly being adjusted as referenced in said separate purchase agreements. The representations, warranties, Exhibits, and covenants (covenants as to future financial obligations and distributions to and from the Company, respectively) set forth therein shall be deemed incorporated herein by this reference.

2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company as follows:

2.1 Purchaser Status. The Purchaser represents and warrants that the Purchaser is an "accredited investor" within the meaning of Rule 501(a) of Regulation D, promulgated under the Securities Act. The Purchaser understands that the Shares are being offered and sold only to "accredited investors" (as that term is defined under Rule 501(a) of Regulation D), and the Purchaser represents that the Purchaser is an accredited investor.

Handwritten: AA
TCS LLC
Purchasing unit
20 Oct 2008
3 Oct 12
340668_2

As provided by Rule 501(a) of Regulation D, the Purchaser's representation that the Purchaser is an accredited investor is based upon one of the following grounds that the Purchaser is a(n) (please check one):

- ☐ Private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- ☐ Organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of Five Million Dollars (\$5,000,000);
- ☐ Manager or executive officer of the Company;
- ☐ Natural person whose individual net worth, or joint net worth with that person's spouse, exceeds One Million Dollars (\$1,000,000);
- ☐ Natural person who has an individual income in excess of Two Hundred Thousand Dollars (\$200,000) in each of the two (2) most recent years and has a reasonable expectation of reaching the same income level in the current year;
- ☐ Natural person who has a joint income with that person's spouse in excess of Three Hundred Thousand Dollars (\$300,000) in each of the two (2) most recent years and has a reasonable expectation of reaching the same income level in the current year;
- ☐ Trust, with total assets in excess of Five Million Dollars (\$5,000,000), not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as defined by Rule 506(b)(2)(ii) of the Securities Act; or
- ☐ Entity in which all of the equity owners are accredited investors;
- ☐ None of the foregoing representations apply to Purchaser.

EP
12/10/11
managing member
30 oct 2011
4 oct 12

The Purchaser understands that the Company is relying on the Purchaser with respect to the accuracy of this representation and understands the significance of the Purchaser's representation to the Company that the Purchaser is an accredited investor. In addition, the Purchaser agrees to notify the Company of any material changes affecting accredited investor status prior to the closing of any purchase made.

2.2 Independent Investigation. The Purchaser represents and warrants that the Purchaser has received and has reviewed in its entirety the Evaluation Materials. In addition, the Purchaser represents and warrants that the Purchaser has had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Company and the Private Placement, and all such questions, if any, have been answered to the full satisfaction of the Purchaser. In making this investment decision to purchase the Shares, the Purchaser is not relying on any oral or written representations or assurances from the Company or its agents other than as set forth in this Agreement.

2.3 Authorization. This Agreement constitutes valid and legally binding obligations of the Purchaser, enforceable in accordance with the terms herein. The Purchaser has full power and authority to enter into this Agreement. To the extent that the Purchaser is a trust, the undersigned trustee of the Purchaser is the duly authorized trustee and the Purchaser has all necessary powers and authority to acquire the Shares under the laws of the state of its domicile and under the terms of the trust agreement, as amended, under which it was created. To the extent that the Purchaser is a corporation, limited-liability company or partnership, the undersigned officer, manager or general partner of the Purchaser is the duly authorized officer, manager or general partner and the Purchaser has all necessary powers and authority to acquire the Shares under the laws of the state of its organization, the terms of the appropriate agreement, as amended, under which it was created, and the terms of the appropriate agreement, as amended, under which it is governed.

2.4 Purchase for Own Account. The Shares will be acquired for investment purposes only for such Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and he has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents and warrants that the Purchaser does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participations to such person or to any third person, with respect to any of the Shares.

Handwritten signature and date:
2007 2007
5 Oct 12

2.5 Restricted Securities. The Purchaser acknowledges and understands that the Shares are characterized as "restricted securities" under the federal securities laws inasmuch as the Shares are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act only in certain limited circumstances. In this regard, the Purchaser represents that the Purchaser is familiar with Securities and Exchange Commission Rule 144 ("Rule 144"), as presently in effect, and understand the resale limitations imposed thereby and by the Securities Act. Without in any way limiting the representations set forth above, the Purchaser: (1) agrees not to make any disposition of all or any portion of the Shares unless there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or (2) shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the proposed disposition, and, if reasonably requested by the Company, the Purchaser shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such Shares under the Securities Act. It is agreed that the Company will request opinions of counsel for transactions made pursuant to Rule 144 only if such request is reasonable.

2.6 Risk of Loss. The Purchaser represents and warrants that the Purchaser: (1) has a pre-existing business relationship with the Company or one of its representatives such that the Company or one of its representatives would be aware of the character, business acumen, and general business and financial circumstances of the Purchaser; (2) understands that the Shares involve highly speculative risks; (3) possesses such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the investment to be made by the Purchaser pursuant to this Agreement; and (4) can bear the economic risk of loss of the Purchaser's entire investment in the Company and the Shares without any material adverse effect on the Purchaser's economic stability.

2.7 Independent Legal Advice. The Purchaser represents and warrants that the Purchaser has had the opportunity to review the Evaluation Materials, this Agreement and the transactions contemplated by this Agreement with the Purchaser's own legal counsel. The Purchaser is relying solely on such counsel, if any, and not on any statements or representations of the Company or any of its agents for legal advice with respect to this investment or the transactions contemplated by this Agreement.

*AS
Tello III
Purchaser's
23 Oct 2008
6 at 12*

2.8 Past Performance Information. The Purchaser acknowledges that the Company has no operating history and that the proposed activity of acquiring and holding undeveloped land indefinitely is very speculative, the results of which cannot be estimated with any certainty.

2.9 Projected Financial Information. The Purchaser acknowledges and understands that the Property was acquired in anticipation of future appreciation and not for development of any kind or nature. There is no assurance that the Property will maintain its current value or appreciate in future years. Any discussions with management in connection with possible future results shall not be considered or construed as investment, legal, tax or accounting advice. The Purchaser acknowledges that the Purchaser has been advised by the Company that the Purchaser should consult with the Purchaser's own counsel and other advisors with respect to the consequences of an investment in the Company.

2.10 Need for Additional Financing. The Purchaser acknowledges and understands that the Company may need or desire (in the sole discretion of the Company's Managers) to raise additional financing (either through private offerings of the Company's equity or through loans, lines of credit and other forms of indebtedness). The issuance of additional equity will have the effect of reducing the relative percentage ownership of the Purchaser and may require the grant of certain rights, preferences or privileges superior to those of the Purchaser. In the event the Company attempts to raise additional funds, the Purchaser acknowledges and understands that there is no assurance that the Company will be able to obtain the additional funds necessary on terms favorable to the Company, or at all.

3. CONSENT TO AMENDED AND RESTATED OPERATING AGREEMENT

By execution of this Agreement, the Purchaser represents, warrants and acknowledges the Purchaser's receipt of the Amended and Restated Operating Agreement, the Purchaser's ability to review the terms and conditions of the Amended and Restated Operating Agreement (either with or without the Purchaser's own legal counsel or business or tax advisor), the Purchaser's ability to ask questions of and receive answers from the Company with respect to the Amended and Restated Operating Agreement (with all such questions, if any, being answered to the full satisfaction of the Purchaser) and the Purchaser's acceptance to be bound by the terms and conditions of the Amended and Restated Operating Agreement.

Handwritten signature and notes:
To us use
immediately
30 Oct 2002
7/14/12

4. INDEMNIFICATION BY THE PURCHASER

The Purchaser agrees that the Purchaser shall indemnify and hold harmless the Company and its members, managers, officers, directors, employees, agents and professional advisors from and against any and all loss, damage, liability, or expense, including costs and reasonable attorneys' fees, that the foregoing, or any of them, may incur by reason of, or in connection with, any misrepresentation, inaccurate statement or material omission made by the Purchaser herein, any breach of any of the Purchaser's warranties, or any failure on the Purchaser's part to fulfill any of the Purchaser's covenants, agreements or obligations set forth herein.

5. GENERAL PROVISIONS

5.1 Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

5.2 Survival of Warranties. The warranties, representations and covenants of the Purchaser contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Purchaser or the Company.

5.3 Successors and Assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the signatories hereto any rights, remedies, obligations, or liabilities under or by reason of this Agreement. The Purchaser may not assign any of the Purchaser's rights or interests in and under this Agreement without the prior written consent of the Company, and any attempted assignment without such consent shall be null and void and without any force or effect whatsoever.

5.4 Governing Law; Venue. This Agreement shall be governed by and construed under the law of the State of Nevada, disregarding any principles of conflicts of law that would otherwise provide for the application of the substantive law of another jurisdiction. The Company and the Purchaser: (1) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in Nevada State Court, County of Clark, or in the United States District Court for the District of Nevada; (2) waive any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum; and

TS/LS LLC
MANAGING MEMBER
30 OCT 2008
8 of 12

(3) irrevocably consent to the jurisdiction of the Nevada State Court, County of Clark, and the United States District Court for the District of Nevada in any such suit, action or proceeding. Each of the foregoing persons further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the Nevada State Court, County of Clark, or in the United States District Court for the District of Nevada and agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

5.5 Counterparts. This Agreement may be executed at different times and in one or more counterparts, including by facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.7 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing, shall be sent by facsimile to the party to be notified and shall be deemed effectively given upon personal delivery to the party to be notified, or four days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified. Any notice to the Purchaser shall be sent to his facsimile number and address set forth on the signature page hereto, or at such other facsimile number or address as a party may designate by ten (10) days' advance written notice to the other party. Any notice to the Company shall, until further notice as provided hereinabove, be sent to Kenneth A. Woloson, Esq., 400 S. 4th Street, 3rd Floor, Las Vegas, Nevada 89101, facsimile number (702) 474-0281.

5.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. In addition, if any such provision, or any part thereof, is held to be unenforceable, the parties agree that the court, regulatory agency or other governmental body making such determination shall have the power to delete or add specific words or phrases, so that such provision shall then be enforceable to the fullest extent permitted by law. Neutral Interpretation. This Agreement shall be construed in accordance with its intent and without regard to any presumption or any other rule requiring construction against the party causing the same to be drafted.

Handwritten:
Tels us
Mingyuan
20 Oct 2016
9/12

6.0 Entire Agreement; Amendments and Waivers. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Purchaser.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 30 day of October, 2008.

NAME AND ADDRESS OF PURCHASER:

TELD, LLC

Tax ID Number /
Social Security
Number

26-3605584

By: Aristotelis Eliades, Managing Member

By: Dolores Eliades, Managing Member

30 Oct 2008

1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

Telephone ()
(Home) -

Dolores Eliades, Managing Member
20 Oct 2008
10 of 12
340668_2

EXHIBIT "A"
AMENDED AND RESTATED OPERATING AGREEMENT

[SEE ATTACHED]

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To co-UC
Morgan's memo
30 Oct 2008
11/06/12

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ELDORADO HILLS, LLC
a Nevada limited liability company**

This Operating Agreement (the "Agreement") of Eldorado Hills, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of October _____, 2008 (the "Effective Date"), by The Rogich Family Irrevocable Trust (the "Rogich Trust"), Albert M. Flangas Revocable Living Trust w/a/d July 22, 2005 (the "Flangas Trust") and Teld, LLC ("Teld") (collectively, the "Members") with reference to the recitals set forth below.

RECITALS

A. Pursuant to those certain Purchase Agreements and Subscription Agreements of even date herewith, copies of which are attached hereto as Exhibits "A"- "D" and incorporated herein by this reference (collectively the "Purchase Documents"), the Flangas Trust and Teld entered into the foregoing agreements by which each would acquire a one-third (1/3rd) ownership interest in the Company. Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Documentation.

B. The Rogich Trust will retain a one-third (1/3rd) ownership interest in the Company (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).

C. As of the Effective Date, the Members desire to set forth and adopt this Amended and Restated Operating Agreement of the Company to provide for the conduct of the Company's business and affairs on and after the Effective Date.

NOW, THEREFORE, Members hereby agree to and adopt the following:

**ARTICLE I
DEFINITIONS**

1.1 Defined Terms. The capitalized terms used in this Agreement shall have the following meanings:

Act. "Act" means Chapter 86 of the NRS.

Affiliate. "Affiliate" means with respect to a specified Person, any other Person who or which is (a) directly or indirectly controlling, controlled by or under common control with the specified Person, or (b) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, "control", "controlling", and "controlled" mean the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

Handwritten notes and signatures:
Telds LLC
Managing member
30 Oct 2008
10/30/08
J.R.

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Agreement. "Agreement" means this Operating Agreement.

Articles. "Articles" means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

Capital Contribution. "Capital Contribution" means a contribution to the capital of the Company in cash, property, or otherwise.

Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

Company. "Company" means Eldorado Hills, LLC, a Nevada limited-liability company.

Covered Person. "Covered Person" means the Members, any Manager and any other Person designated by the Members as a Covered Person, or any Person who was, at the time of the act or omission in question, a Members, a Manager or a Person designated by a Members as a Covered Person.

Interest. "Interest" means the entire ownership interest of the Members in the Company at any time, including the right of the Members to any and all benefits to which the Members may be entitled as provided under the Act and this Agreement.

Manager. "Manager" means any Person designated or appointed in the Articles or thereafter elected by the Members pursuant to this Agreement to be the Company's manager, as that term is defined in NRS Section 86.071.

Members. "Members" mean the members of the Company as set forth in the first paragraph of this Agreement.

NRS. "NRS" means the Nevada Revised Statutes.

Person. "Person" means a natural person, any form of business or social organization and any other non-governmental legal entity including, but not limited to, a corporation, partnership, association, trust, unincorporated organization, estate or limited liability company.

Records Office. "Records Office" means an office of the Company in Nevada, which may but need not be a place of its business, at which it shall keep all records identified in NRS 86.241, except that none of the lists required to be maintained pursuant to NRS 86.241 need be maintained in alphabetical order, nor shall the Company be required to maintain at its Records Office copies of powers of attorney except those relating to the execution of the Articles and this Agreement.

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Regulations. "Regulations" means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code. If a word or phrase is defined in this Agreement by cross-referencing the Regulations, then to the extent the context of this Agreement and the Regulations require, the term "Members" shall be substituted in the Regulations for the term "partner", the term "Company" shall be substituted in the Regulations for the term "partnership", and other similar conforming changes shall be deemed to have been made for purposes of applying the Regulations.

UCC. "UCC" means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed as a Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Members or any Manager are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company shall be "Eldorado Hills, LLC." Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager(s) deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. The Records Office may be changed to another location within the State of Nevada as the Manager(s) may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager(s) may designate or as the business of the Company may require.

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30 Oct 2007
30 Oct 10
at J.R.

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ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Capital Contributions Generally. The capital of the Company shall be maintained in accordance with generally accepted accounting principles to reflect the capital contributions made to the Company by the Members. Subject only to the indemnification obligations of the Rogich Trust hereinafter referenced, each of the Members agrees to satisfy, pro rata, the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities.

3.2 Requirement of Additional Capital Contributions. The Members shall make any additional Capital Contributions to the Company at such times and in such amounts as the Managers shall unanimously determine.

ARTICLE IV PROFITS AND LOSSES; INDEMNIFICATION

4.1 Profits and Losses; Indemnification. The Company's profits and losses for any period shall be allocated to the Members pro rata (that is, one-third (1/3rd) to each of the Rogich Trust, the Flangas Trust and Teld).

(a) The Rogich Trust shall indemnify and hold the Flangas Trust and Teld harmless from and against the claims of any individuals or entities claiming to be entitled to a share of profits and losses other than the Rogich Trust, the Flangas Trust and Teld, so as not to diminish the one-third (1/3rd) participation in profits and losses by each of the Flangas Trust and Teld.

(b) To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogich Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00) , if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

4.2 Tax Classification. So long as the Company is an entity that has more than one Member, it is intended that the Company be treated as a "partnership" for federal and all relevant state income tax purposes, and all available elections shall be made, and take all available actions shall be taken, to cause the Company to be so treated.

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THIS LLLC
MEMBERSHIP AGREEMENT
30 OCT 2006
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Signature: J.R.

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ARTICLE V DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Manager(s). Such distributions shall be on the same basis, subject to the same indemnification obligations of the Rogich Trust, as set forth in Section 4.1 above with respect to the distribution of profits and losses.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Members shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Members. The Members shall not be required to loan any funds to the Company, nor shall the Members be required to make any contribution to the Company except as provided in Section 3.2 herein, nor shall the Members be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Action by the Members. Unless otherwise required by this Agreement or by law, the Members may take action or give his, her or its consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.3 Members Approval. The Members shall have voting rights, including, without limitation, constituting a quorum and determining acts of the Members, in accordance with the percentage Interests held by the Members. Approval of a majority in interest of the Members shall constitute the approval of the Members.

In addition to any other actions requiring the approval of the Members set forth in this Agreement or required by law, the following actions shall require the approval of 90% in interest of the Members:

- (a) any amendment to the Articles or this Agreement; and
- (b) the creation of any lien, mortgage, pledge or other security interest on the assets of the Company securing indebtedness of any third party which is not for the benefit of the business carried on by the Company.

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6.4 Transfer of Interest. The Interest is personal property, and such Interest may be transferred or assigned, in whole or in part, and may not be transferred except on approval of the Members. Transfers in violation of this provision shall be null and void. Notwithstanding the above, the Rogich Trust may use a portion or all of its interests to satisfy claims of those entities listed on Exhibit "D" to the Purchase Agreements.

6.5 Other Ventures. The Members may engage in other business ventures of every nature and description, whether or not in competition with the Company, independently or with others, and neither the Company nor the Members shall have any right in or to any independent venture or activity or the income or profits therefrom.

ARTICLE VII MANAGEMENT

7.1 Number, Tenure, Election and Qualification. There shall be three (3) managers, who shall be the Rogich Trust, the Flangas Trust and Teld, provided that each of said three (3) Members may substitute another designated party to serve in lieu of said Member as a Manager in place of such Member.

7.2 Removal, Resignation and Vacancies. No Manager may be removed without the unanimous written consent of the Members. Any Manager may resign at any time by giving written notice to the remaining Managers or, if no remaining Manager, to the Members. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.3 General Authority of the Managers. Except for matters expressly requiring the approval of the Members pursuant to this Agreement or the Act, the Manager(s) shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of the Company; make any and all decisions affecting the business and affairs and relating to the day-to-day operations of the Company; and take all actions and perform all duties and powers it deems necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purposes of the Company.

7.4 Certain Powers of the Managers. Subject to the provisions of this Agreement and the Act, and without limiting the generality of Section 7.3 but subject to Section 7.5, the Manager(s) shall have the specific power and authority, on behalf of the Company to:

(a) enter into, execute, deliver and commit to, or authorize any individual Manager, officer or other Person to enter into, execute, deliver and commit to, or take any action pursuant to or in respect of any contract, agreement, instrument, deed, mortgage, certificate, check, note, bond or obligation for any Company purpose;

(b) select and remove all officers, employees, agents, consultants and advisors of the Company, prescribe such powers and duties for them as may be consistent with law, the Articles and this Agreement and fix their compensation;

(c) employ accountants, legal counsel, agents or experts to perform services for the Company and to compensate them from Company funds;

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- A signature that appears to read "Teld" with "Manager" written below it.
- The initials "CT" and "SR" written to the right of the signature.

(d) borrow money and incur indebtedness for the purposes of the Company, and to cause to be executed and delivered in the name of the Company, or to authorize any individual Manager, officer or other Person to execute and deliver in the name of the Company, promissory notes, bonds, debentures, deeds of trust, pledges, hypothecations or other evidence of debt and security interests;

(e) invest any funds of the Company in (by way of example but not limitation) time deposits, short-term governmental obligations, commercial paper or other investments;

(f) change the principal office and Records Office of the Company to other locations within Nevada and establish from time to time one or more subsidiary offices of the Company;

(g) attend, act and vote, or designate any individual Manager, officer or other Person to attend, act and vote, at any meetings of the owners of any entity in which the Company may own an interest or to take action by written consent in lieu thereof, and to exercise for the Company any and all rights and powers incident to such ownership; and

(h) do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

7.5 Limitations on Authority of the Managers. Except where specifically requiring the approval of all managers, the actions of a majority of the Managers taken in such capacity and in accordance with this Agreement shall bind the Company. The Manager(s) may authorize, in a resolution or other writing, one or more Persons, or one or more officers or employees of the Company, in the name and on behalf of the Company and in lieu of or in addition to the Manager(s), contract debts or incur liabilities and sign contracts or agreements (including, without limitation, instruments and documents providing for the acquisition, mortgage or disposition of property of the Company).

7.6 Meetings of the Managers. Meetings of the Managers shall governed by the following provisions:

(a) Place of Meetings. The meetings of the Managers shall be held at the Records Office, unless the Manager noticing the meeting designates another convenient location in the notice of the meeting.

(b) Notice. Meetings of the Managers for any purpose may be called at any time by any Manager. Written notice of the meeting shall be personally delivered to each Manager by hand to such Manager's last known address as it is shown on the records of the Company, or personally communicated to each Manager by a Manager or officer of the Company by telephone, telegraph or facsimile transmission, at least forty-eight (48) hours prior to the meeting. All meeting notices shall specify the place, date and time of the meeting, as well as the purpose or purposes for which the meeting is called.

AS
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(c) Waiver of Notice. The transactions carried out at any meeting of the Managers, however called and noticed or wherever held, shall be as valid as though had at a meeting regularly called and noticed if (a) all of the Managers are present at the meeting, or (b) a majority of the Managers is present and if, either before or after the meeting, each of the Managers not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof, which waiver, consent or approval shall be filed with the other records of the Company or made a part of the minutes of the meeting, provided that no Manager attending such a meeting without notice protests prior to the meeting or at its commencement that notice was not given to such Manager.

(d) Action of Managers. Except as otherwise provided in this Agreement or by the NRS, the action of a majority of the Managers is valid. A meeting at which a majority of the Managers is initially present may continue to transact business, notwithstanding the withdrawal from the meeting of any Manager, if any action taken is approved by a majority of the Managers.

(e) Action By Written Consent. Any action which may be taken at a meeting of Managers may be taken by the Managers without a meeting if authorized by the written consent of all, but not less than all, of the Managers. Whenever action is taken by written consent, a meeting of the Managers need not be called or notice given. The written consent may be executed in one or more counterparts and by facsimile, and each such consent so executed shall be deemed an original. All written consents shall be filed with the other records of the Company.

(f) Telephonic Meetings. Managers may participate in a meeting of the Managers by means of a telephone conference or similar method of communication by which all individuals participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 7.6(f) constitutes presence in person at the meeting.

7.7 Election of Officers. The Manager(s) may, from time to time, appoint any individuals as officers with such duties, authorities, responsibilities and titles as the Manager(s) may deem appropriate. Such officers shall serve until their successors are duly appointed by the Manager(s) or until their earlier removal or resignation. Any officer appointed by the Manager(s) may be removed at any time by the Manager(s) and any vacancy in any office shall be filled by the Manager(s).

7.8 Compensation of Manager and Officers. The Company shall not pay to the Managers any salary or other benefits other than such insurance and/or indemnification as may be determined by all of the Members.

7.9 Devotion of Time. No Manager shall be required to devote any specified amount of time to the Company's activities.

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**ARTICLE VIII
DISSOLUTION OF THE COMPANY AND
TERMINATION OF A MEMBER'S INTEREST**

8.1 Dissolution. The Company shall be dissolved and its affairs wound up as determined by the Members.

8.2 Resignation. Subject to Section 6.4 and applicable law, the Members may not resign from the Company before the dissolution and winding up of the Company.

8.3 Distribution on Dissolution and Liquidation. In the event of the dissolution of the Company for any reason (including the Company's liquidation within the meaning of Regulation 1.704-1(b)(2)(ii)(g)), the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 8.3, as promptly as practicable thereafter, and each of the following shall be accomplished:

- (a) the Members shall oversee the winding up of the Company's affairs;
- (b) the assets of the Company shall be liquidated as determined by the Members, or the Members may determine not to sell all or any portion of the assets, in which event such assets shall be distributed in kind; and
- (c) the proceeds of sale and all other assets of the Company shall be applied and distributed as follows and in the following order of priority:
 - (i) to the expenses of liquidation;
 - (ii) to the payment of the debts and liabilities of the Company, including any loans from the Members;
 - (iii) to the setting up of any reserves which the Members shall determine to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company; and
 - (iv) the balance, if any, to the Members pro rata in the manner set forth above in Section 4.1 with respect to the distribution of profits and losses.

**ARTICLE IX
LIABILITY, EXCULPATION AND INDEMNIFICATION**

9.1 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, and in a manner reasonably

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at J.R.

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believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Members or an authorized officer, employee or agent of the Company, except that the Covered Person shall be liable for any such loss, damage or claim incurred by reason of the Covered Person's intentional misconduct, fraud or a knowing violation of the law which was material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

9.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, the Covered Person acting under this Agreement shall not be liable to the Company or the Members for its good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, shall replace such other duties and liabilities of the Covered Person.

9.3 Indemnity. The Company does hereby indemnify and hold harmless any Covered Person to the fullest extent permitted by the Act.

9.4 Determination of Right to Indemnification. Any indemnification under Section 9.3, unless ordered by a court or advanced pursuant to Section 9.5 below, shall be made by the Company only as authorized in the specific case upon a determination by the Members that indemnification of the Covered Person is proper in the circumstances.

9.5 Advance Payment of Expenses. The expenses of the Members or any Manager incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Members or any Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Members or the Manager(s) is or are not entitled to be indemnified by the Company. The provisions of this subsection do not affect any rights to advancement of expenses to which personnel of the Company other than the Members or the Manager(s) may be entitled under any contract or otherwise by law.

9.6 Assets of the Company. Any indemnification under this Article IX shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Members in order to provide a source of funds for any indemnity, and the Members shall not have any liability (or any liability to make any additional Capital Contribution) on account thereof.

Handwritten:
Terry Lee
Managing member
26 Oct 2016
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Handwritten: J.S.R.