

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
16 IMITATIONS, LLC, a Nevada limited liability
17 company,

18 Respondents.

19 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

20 **JOINT APPENDIX VOL. 9**

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<u>ALPHABETICAL</u>			
<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>BATES</u>
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Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
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Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	9-10	JA_002212-2455
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	10-11	JA_002456-2507
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Complaint	11/4/16	4	JA_000777-795
Decision and Order	10/4/19	33	JA_008054-8062
Declaration of Brenoch Wirthlin in Further Support of Rogich Defendants' Motion for Attorneys' Fees	2/28/2020	38	JA_009104-9108
Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

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			
	Vegas, LLC			
7	Defendant Eldorado Hills,	7/22/19	33	JA_007868-7942
8	LLC's Motion for Dismissal			
9	with Prejudice Under Rule			
	41(e)			
10	Defendant Eldorado Hills,	6/1/18	8	JA_001850-1861
11	LLC's Motion for Summary			
	Judgment			
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			
	Judgment			
18	Defendant Eldorado Hills,	4/9/19	27	JA_006460-6471
19	LLC's Objections to Nanyah			
20	Vegas, LLC's 2 nd			
	Supplemental Pre-trial			
21	Disclosures			
22	Defendant Eldorado Hills,	4/9/19	27	JA_006441-6453
23	LLC's Opposition to Nanyah			
24	Vegas, LLC's			
	Countermotion for NRCP 15			
	Relief			

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			
20	Evidence Rule			
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			
	October 5, 2018, Order			
	Granting Summary			
	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			
15	Attorneys' Fees			
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			
	Defendant The Rogich	5/21/19	31-32	JA_007610-7643
	Family Irrevocable Trust's			
	Motion for Attorneys' Fees			
	and Costs			
	Defendant's Reply in	12/30/14	4	JA_000759-764
	Support of Motion for			
	Award of Attorneys' Fees			
	Defendants' Answer to	4/24/17	4	JA_000831-841
	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
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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
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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 9	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
10 11 12 13 14 15 16	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
17 18 19 20 21 22 23 24 25 26	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 2 3 4 5	Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements	10/7/19	34	JA_008107-8120
6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment	6/1/18	9	JA_002197-2211
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Reply in Support of Their Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment	7/19/18	13	JA_003115-3189
17 18 19 20 21 22 23	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor 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 Costs	10/28/19	36-37	JA_008820-8902

1	Defendants Sigmund	10/7/19	33	JA_008073-8106
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust,			
5	and Imitations, LLC's			
6	Amended Memorandum of			
7	Costs and Disbursements			
8	Pursuant to NRS 18.005 and			
9	NRS 18.110			
10	Defendants Sigmund	10/8/19	35	JA_008407-8422
11	Rogich, Individually and as			
12	Trustee of the Rogich			
13	Family Irrevocable Trust,			
14	and Imitations, LLC's Errata			
15	to Amended Memorandum			
16	of Costs and disbursements			
17	Pursuant to NRS 18.005 and			
18	NRS 18.110			
19	Defendants Sigmund	6/5/18	11	JA_002535-2550
20	Rogich, Individually and As			
21	Trustee of the Rogich			
22	Family Irrevocable Trust and			
23	Imitations, LLC' Motion for			
24	Reconsideration			
25	Defendants Sigmund Rogich	2/18/19	17-19	JA_004183-4582
26	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			

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

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			
	Eldorado Hills, LLC's	4/9/19	27	JA_006454-6456
	Notice of Non-Consent to			
	Nanyah Vegas, LLC's			
	Unpleaded Implied-in-fact			
	Contract Theory			
	Eldorado Hills, LLC's	11/6/19	37	JA_008903-8920
	Notice of Cross-Appeal			
	Eldorado Hills, LLC's	4/16/19	29	JA_006893-7051
	Pretrial Memorandum			

1	Errata to Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs	9/5/18	14	JA_003352-3357
2				
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5	Errata to Pretrial Memorandum	4/16/19	29	JA_007062-7068
6				
7	Ex Parte Motion for an Order Shortening Time on Motion for Relief From the October 5, 208 Order Pursuant to NRCP 60(b)	2/8/19	17	JA_004036-4039
8				
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10	First Amended Complaint	10/21/13	1	JA_000027-47
11	Joint Case Conference Report	5/25/17	4	JA_000842-861
12				
13	Judgment	5/4/2020	38	JA_009247-9248
14	Judgment Regarding Award of Attorneys' Fees and Costs in Favor of the Rogich Defendants	5/5/2020	38	JA_009255-9256
15				
16	Minutes	4/18/18	7	JA_001710-1711
17	Minutes	2/21/19	20	JA_004790-4791
18	Minutes	3/5/19	22	JA_005261-5262
19	Minutes	3/20/19	25	JA_006038-6039
20	Minutes	4/18/19	29	JA_007104-7105
21	Minutes	4/22/19	30	JA_007146-7147
22	Minutes	9/5/19	33	JA_008025-8026
23	Minutes	1/30/2020	37	JA_009059-9060
24	Minutes	3/31/2020	38	JA_009227-9228
25	Minutes – Calendar Call	11/1/18	14	JA_003454-3455
26	Minutes – Telephonic Conference	11/5/18	14	JA_003456-3457

1	Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
2				
3	Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
4				
5	Motion for Rehearing	8/17/18	13-14	JA_003205-3316
6	Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
7				
8	Motion for Summary Judgment	2/23/18	4-6	JA_000894-1245
9				
10	Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)	5/10/19	30-31	JA_007237-7598
11				
12				
13	Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees on Order Shortening Time	2/27/19	21-22	JA_005175-5260
14				
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17	Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time	3/25/19	25	JA_006079-6104
18				
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21	Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
22				
23	Nanyah Vegas, LLC's 2 nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
24				
25	Nanyah Vegas, LLC's 3 rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496
26				

1	Nanyah Vegas, LLC's	4/16/19	28	JA_006718-6762
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	Nanyah Vegas, LLC's	5/10/18	8	JA_001791-1821
8	Motion in Limine #3 re:			
9	Defendants Bound by Their			
	Answers to Complaint			
10	Nanyah Vegas, LLC's	2/15/19	17	JA_004115-4135
11	Motion in Limine #5 re:			
	Parol Evidence Rule			
12	Nanyah Vegas, LLC's	2/15/19	17	JA_004136-4169
13	Motion in Limine #6 re:			
	Date of Discovery			
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			
17	Nanyah Vegas, LLC's	1/30/19	15	JA_003603-3649
18	Motion to Extend the			
19	Dispositive Motion Deadline			
20	and Motion for Summary			
	Judgment			
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			
26	of The Eliades Survivor			
	Trust of 10/30/08, and Teld,			
	LLC's Memorandum of			
	Costs and Disbursements			

1 2 3 4 5 6 7 8	Nanyah Vegas, LLC's Motion to Retax Costs Submitted by Sigmund Rogich, Individually and as Trustee of the Rogich Family Revocable Trust, and Imitations, LLC's Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110	10/16/19	35	JA_008449-8457
9 10 11 12	Nanyah Vegas, LLC's Motion to Settle Jury Instructions Base Upon the Court's October 5, 2018 Order Granting Summary Judgment	2/26/19	21	JA_005138-5174
13 14	Nanyah Vegas, LLC's Notice of Compliance with 4-9-2019 Order	4/16/19	29	JA_007052-7061
15 16 17 18 19 20 21	Nanyah Vegas, LLC's Opposition to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration and Joinder	6/25/18	13	JA_003053-3076
22 23 24 25 26	Nanyah Vegas, LLC's Opposition to Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e)	8/6/19	33	JA_007959-8006

Nanyah Vegas, LLC's Opposition to Eldorado Hills, LLC's Motion for Summary Judgment	7/11/19	32	JA_007840-7867
Nanyah Vegas LLC's Opposition to Eldorado Hills LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment and Countermotion for NRCP 15 Relief	2/15/19	17	JA_004040-4070
Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs	9/4/18	14	JA_003317-3351
Nanyah Vegas LLC's Opposition to Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)	2/15/19	17	JA_004071-4114
Nanyah Vegas, LLC's Opposition to Motion in Limine to Preclude any Evidence or Argument Regarding an Alleged Implied-in-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC	9/24/18	14	JA_003380-3386
Nanyah Vegas, LLC's Opposition to Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs	1/8/2020	37	JA_009001-9008

Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion for Attorneys' Fees and Costs	1/8/2020	37	JA_009009-9018
Nanyah Vegas, LLC's Opposition to Rogich Defendant's Motion for Summary Judgment	3/20/19	25	JA_005992-6037
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine re: Carlos Huerta	3/20/19	24	JA_005836-5907
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
Nanyah Vegas, LLC's Pretrial Disclosures	10/12/18	14	JA_003428-3439
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

Nanyah Vegas, LLC's Reply in Support of Motion to Continue Trial and to set Firm Trial Date	5/15/18	8	JA_001826-1829
Nanyah Vegas, LLC's Reply in Support of Motion to Retax Costs submitted by Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements	1/23/2020	37	JA_009033-9040
Nanyah Vegas, LLC's Reply in Support of its Motion to Retax Costs Submitted by Sigmund Rogich, Individually and as Trustee of the Rogich Family Revocable Trust, and Imitations, LLC's Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110	1/23/2020	37	JA_009041-9045
Nanyah Vegas, LLC's Reply in Support of Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment	3/27/19	25	JA_006114-6134

1	Nanyah Vegas, LLC's Reply	10/3/18	14	JA_003397-3402
2	to Oppositions to Motion in			
3	Limine #3 re: Defendants			
4	Bound by Their Answers to			
	Complaint			
5	Nanyah Vegas, LLC's	4/21/19	29	JA_007119-7133
6	Supplement to Its			
7	Emergency Motion to			
8	Address Defendant the			
9	Rogich Trust's NRS 163.120			
10	Notice and/or Motion to			
	Continue Trial for Purposes			
	of NRS 163.120			
11	Nanyah Vegas, LLC's	3/19/2020	38	JA_009120-9127
12	Supplement to its Opposition			
13	to Peter Eliades and Teld,			
	LLC's Motion for			
	Attorneys' Fees and Costs			
14	Nanyah Vegas, LLC's	3/19/2020	38	JA_009128-9226
15	Supplement to Its			
16	Opposition to Rogich			
17	Defendants' Motion for			
	Attorneys' Fees and Costs			
18	Nanyah Vegas, LLC's	10/31/18	14	JA_003440-3453
19	Supplemental Pretrial			
	Disclosures			
20	Nevada Supreme Court	4/29/16	4	JA_000768-776
21	Clerks Certificate/Judgment			
22	– Reversed and Remand;			
	Rehearing Denied			
23	Nevada Supreme Court	7/31/17	4	JA_000862-870
24	Clerk's Certificate Judgment			
	– Affirmed			
25	Notice of Appeal	10/24/19	36	JA_008750-8819
26	Notice of Appeal	4/14/2020	38	JA_009229-9231

1	Notice of Appeal	5/21/2020	38	JA_009283-9304
2	Notice of Consolidation	4/5/17	4	JA_000822-830
3	Notice of Cross-Appeal	11/7/19	37	JA_008921-8937
4	Notice of Entry of Decision and Order	10/4/19	33	JA_008063-8072
5	Notice of Entry of Judgment	5/6/2020	38	JA_009264-9268
6	Notice of Entry of Order	10/8/18	14	JA_003413-3427
7	Notice of Entry of Order	3/26/19	25	JA_006108-6113
8	Notice of Entry of Order	4/17/19	29	JA_007073-7079
9	Notice of Entry of Order	4/30/19	30	JA_007169-7173
10	Notice of Entry of Order	5/1/19	30	JA_007202-7208
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
13	Notice of Entry of Order	6/24/19	32	JA_007834-7839
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 Reconsideration			
20				
21	Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion for Reconsideration	8/13/18	13	JA_003200-3204
22				
23				
24	Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule	4/10/19	27	JA_006478-6483
25				
26				

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			
	Counter-motion 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	Counter-motion 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	Counter-motion for Summary			
3	Judgment; and			
4	Counter-motion for NRC			
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 24 25 26	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	Countermotion 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. 9** on all parties to this action by the method(s) indicated below:

 X by using the Supreme Court Electronic Filing System:

Brenoch Wirthlin
Kolesar & Leatham
400 South Rampart Blvd., Ste. 400
Las Vegas, NV 89145
*Attorneys for Sigmund Rogich, Individually and as Trustee of the
Rogich Family Irrevocable Trust and Imitations, LLC*

Joseph Liebman
Dennis Kennedy
Bailey Kennedy
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
*Attorneys for Eldorado Hills, LLC, Teld, LLC, a Nevada limited
liability company; Peter Eliades, individually and as Trustee of the
The Eliades Survivor Trust of 10/30/08*

DATED: This 9 day of July, 2021.



JODI ALHASAN

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.1 Notices. All notices to be given hereunder shall be in writing and shall be addressed to the party at such party's last known address or facsimile number appearing on the books of the Company. If no such address or facsimile number has been provided, it will be sufficient to address any notice (or fax any notice that may be faxed) to such party at the Records Office of the Company. Notice shall, for all purposes, be deemed given and received, (a) if hand-delivered, when the notice is received, (b) if sent by United States mail (which must be by first-class mail with postage charges prepaid), three (3) days after it is posted with the United States Postal Service, (c) if sent by a nationally recognized overnight delivery service, when the notice is received, or (d) if sent by facsimile, when the facsimile is transmitted and confirmation of complete receipt is received by the transmitting party during normal business hours. If any notice is sent by facsimile, the transmitting party shall send a duplicate copy of the notice to the parties to whom it is faxed by regular mail. If notice is tendered and is refused by the intended recipient, the notice shall nonetheless be considered to have been given and shall be effective as of the date of such refusal. The contrary notwithstanding, any notice given in a manner other than that provided in this Section that is actually received by the intended recipient shall be deemed an effective delivery of such notice.

10.2 Ownership Certificates. The Company may, but is not required to, issue a certificate to the Members to evidence the Interest. If issued, the Members, any Manager or authorized officer of the Company may sign such certificate on behalf of the Company. The Members or Manager may also deem the Interest a "security" under Section 104.8102(1)(o) of the UCC; in such event, a legend so stating shall be affixed to any certificate issued to the Members.

10.3 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager(s) shall deem reasonable, on behalf of such Persons as the Manager(s) shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

10.4 Complete Agreement. This Agreement, and the Membership Interest Purchase Agreement including any schedules or exhibits hereto or thereto, together with the Articles, constitutes the complete and exclusive agreement and understanding of the Members with respect to the subject matter contained herein. This Agreement and the Articles replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, of the Members.

10.5 Amendments. This Agreement may be amended only by a writing adopted and signed by at least 90% of the Members.

10.6 Applicable Law; Jurisdiction. This Agreement, and the rights and obligations of the Members, shall be interpreted and enforced in accordance with and governed by the laws of the State of Nevada without regard to the conflict laws of that State.

Handwritten:
Tato LLC
Managing member
33 Oct 2007
11-0-19

Handwritten signature: J.S.R.

NAN_000092

10.7 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. With respect to the definitions in Section 1.1 and in the interpretation of this Agreement generally, 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 Members and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

10.8 Counterparts and Facsimile Copies. Facsimile copies of this Agreement or any approval or written consent of the Members or any Manager(s) and facsimile signatures hereon or thereon shall have the same force and effect as originals.

10.9 Severability. If any provision of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable to any extent, that provision, or application thereof, shall be deemed severable and the remainder of this Agreement, and all other applications of such provision, shall not be affected, impaired or invalidated thereby, and shall continue in full force and effect to the fullest extent permitted by law.

10.10 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.

10.11 No Third Party Beneficiaries. Except as set forth in Article IX, this Agreement is adopted solely by and for the benefit of the Members and its respective successors and assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

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AK
Tels LLC
Managing member
2008 2009
12 or 13

S.R.

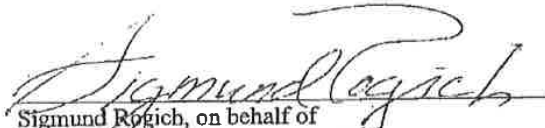
**ARTICLE XI
SUPERSEDING PROVISIONS**

11. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" to the Purchase Agreements, this Agreement shall be null and void, and all moneys paid by Teld and the Flangas Trust shall be returned to those parties.


IN WITNESS WHEREOF, each Member has executed this Agreement as of the Effective Date.

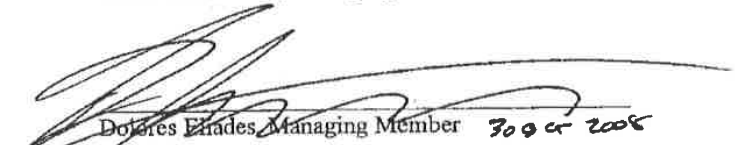
"MEMBERS"

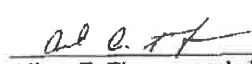
The Rogich Family Irrevocable Trust


Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

Teld, LLC


Aristotelis Eliades, Managing Member


Dolores Eliades, Managing Member 30 Oct 2008
Albert E. Flangas Revocable Living Trust w/a/d July 22, 2005


Albert B. Flangas, on behalf of the
Albert B. Flangas Revocable Living Trust w/a/d July 22, 2005

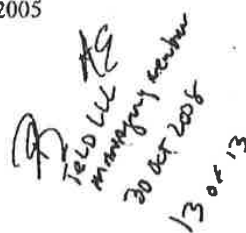

Teld LLC
Managing Member
30 Oct 2008
13 of 13

EXHIBIT "B"
EVALUATION MATERIALS
[LIST OF ALL INFORMATION PROVIDED TO PURCHASER]

Blend

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at

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JA_001998

EXHIBIT "D"

**QUALIFICATION OF REPRESENTATIONS
OF SELLER**

Seller confirms that certain amounts have been advanced to or on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement. Seller shall endeavor to convert the amounts advanced into non-interest bearing promissory notes for which Seller shall be responsible. Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members.

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/Jakob	\$3,360,000.00

EXHIBIT "E"

Diligence Information

[Need to list all information provided to Buyer]

- 1. Articles of Organization**
- 2. Operating Agreement**
- 3. Certain financial information concerning the Company [to be specified or attached]**
- 4. Certain real property descriptive information**

EXHIBIT "F"


Agreement to be Bound by Amended and Restated Operating Agreement

The undersigned, upon Closing of the Membership Interest Purchase Agreement to which this Agreement to be Bound is an Exhibit, hereby agrees by execution of this Agreement to be Bound, to become a party to and bound by the Company's Amended and Restated Operating Agreement ("Operating Agreement"), a copy of which is also attached to this Agreement.

DATED effective the 30th day of October, 2008.

"BUYER"

Albert ~~E~~ Flangas Revocable Living Trust
w/a/d July 22, 2005


By: Albert ~~E~~ Flangas, on behalf of the
Albert ~~E~~ Flangas Revocable Living Trust
w/a/d July 22, 2005

"SELLER"

Rogich Family Irrevocable Trust


By: Sigmund Rogich, Trustee

EXHIBIT "G"

MEMBERSHIP CERTIFICATE
of
ELDORADO HILLS, LLC,
a Nevada limited-liability company

Member: Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005
Capital Account: Five Hundred Thousand Dollars (\$500,000.00)
Ownership Interest: One-Sixth (1/6th)

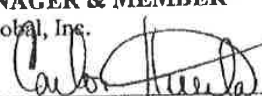
KNOW ALL MEN BY THESE PRESENTS: That **Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005** ("Buyer") has purchased a one-sixth (1/6th) ownership interest (the "Interest") in Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), for the sum of five hundred thousand dollars (\$500,000.00). This certificate is being issued subject to the representations and warranties of Buyer made in that certain Membership Interest Purchase Agreement executed on even date herewith, and pursuant to representations and warranties made in a Subscription Agreement directly with Company, all of which representations and warranties are incorporated herein by this reference.

Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been acquired for investment and may not be sold or transferred in the absence of (i) an effective registration statement covering the Interest under the Act and, if requested by the Company an opinion of counsel satisfactory to the Company to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with, or (ii) an exemption from registration under the Act and, if required by the Company a favorable opinion of counsel satisfactory to the Company as to the availability of such exemption and to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with.

Any sale, assignment, transfer, pledge or other disposition of the Interest is further restricted by, and subject to the recitative legend on the reverse of this Certificate and the terms and provisions of the Operating Agreement of the Company, a copy of which is on file at the Registered Office or Records Office of the Company. By acceptance of this Membership Certificate, the holder hereof warrants that the holder has executed the Operating Agreement and agrees to be bound thereby.

IN WITNESS WHEREOF, this Membership Certificate is executed as of the 20th day of October, 2008.

"MANAGER & MEMBER"
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"
The Rogich Family Irrevocable Trust

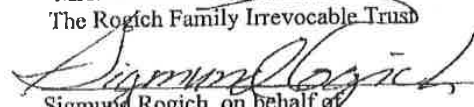
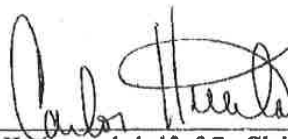

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "H"

Form of Resignation

THE UNDERSIGNED does hereby resign from any and all positions which the undersigned may hold as an officer, manager or other representative of Eldorado Hills, LLC a Nevada limited-liability company (the "Company"). This Resignation is effective as of the closing of that certain Membership Interest Purchase Agreement to which this Resignation is attached as an Exhibit.



Carlos Huerta, on behalf of Go Global, Inc.



Carlos Huerta, individually

EXHIBIT "I"
Amended and Restated Operating Agreement

CH
S.R.
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B

EXHIBIT 1-D

EXHIBIT 1-D

ELIADES FAMILY PURCHASE

#1

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 1, 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.

*Teld LLC
Manager
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10/1/08
J.L.*

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 Member, a Manager or a Person designated by a Member 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 "Bldorado 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.

Handwritten notes and signatures:
This is the
signature of
30 Oct 2008
J.K.

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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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 default 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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(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.

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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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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.

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Reviewed by
Managing member
20 Nov 2016
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ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Notices. All notices to be given hereunder shall be in writing and shall be addressed to the party at such party's last known address or facsimile number appearing on the books of the Company. If no such address or facsimile number has been provided, it will be sufficient to address any notice (or fax any notice that may be faxed) to such party at the Records Office of the Company. Notice shall, for all purposes, be deemed given and received, (a) if hand-delivered, when the notice is received, (b) if sent by United States mail (which must be by first-class mail with postage charges prepaid), three (3) days after it is posted with the United States Postal Service, (c) if sent by a nationally recognized overnight delivery service, when the notice is received, or (d) if sent by facsimile, when the facsimile is transmitted and confirmation of complete receipt is received by the transmitting party during normal business hours. If any notice is sent by facsimile, the transmitting party shall send a duplicate copy of the notice to the parties to whom it is faxed by regular mail. If notice is tendered and is refused by the intended recipient, the notice shall nonetheless be considered to have been given and shall be effective as of the date of such refusal. The contrary notwithstanding, any notice given in a manner other than that provided in this Section that is actually received by the intended recipient shall be deemed an effective delivery of such notice.

10.2 Ownership Certificates. The Company may, but is not required to, issue a certificate to the Members to evidence the Interest. If issued, the Members, any Manager or authorized officer of the Company may sign such certificate on behalf of the Company. The Members or Manager may also deem the Interest a "security" under Section 104.8102(1)(c) of the UCC; in such event, a legend so stating shall be affixed to any certificate issued to the Members.

10.3 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager(s) shall deem reasonable, on behalf of such Persons as the Manager(s) shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

10.4 Complete Agreement. This Agreement, and the Membership Interest Purchase Agreement including any schedules or exhibits hereto or thereto, together with the Articles, constitutes the complete and exclusive agreement and understanding of the Members with respect to the subject matter contained herein. This Agreement and the Articles replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, of the Members.

10.5 Amendments. This Agreement may be amended only by a writing adopted and signed by at least 90% of the Members.

10.6 Applicable Law; Jurisdiction. This Agreement, and the rights and obligations of the Members, shall be interpreted and enforced in accordance with and governed by the laws of the State of Nevada without regard to the conflict laws of that State.

Handwritten notes and signatures:
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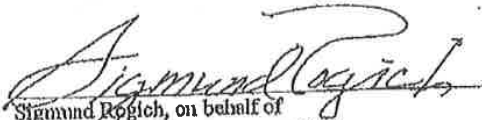
ARTICLE XI
SUPERSEDING PROVISIONS

11. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" to the Purchase Agreements, this Agreement shall be null and void, and all moneys paid by Teld and the Flangas Trust shall be returned to those parties.


IN WITNESS WHEREOF, each Member has executed this Agreement as of the Effective Date.

"MEMBERS"

The Rogich Family Irrevocable Trust



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

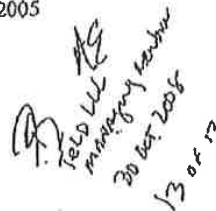
Teld, L.L.C.


Aristotelis Blades, Managing Member


Dolores Blades, Managing Member 30 Oct 2006

Albert E. Flangas Revocable Living Trust w/a/d July 22, 2005


Albert B. Flangas, on behalf of the
Albert E. Flangas Revocable Living Trust w/a/d July 22, 2005


Teld LLC
Managing Member
30 Oct 2006
13 of 13

EH000102

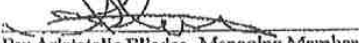
10. Rights and Remedies Cumulative. All rights and remedies provided to Lender or the holder of this Note shall be cumulative and shall be in addition to all other rights and remedies provided at law or in equity and all such rights and remedies may be exercised singly, successively and/or concurrently.

BORROWER:

Upshot Entertainment, LLC

Golden Hills LLC, Manager

By:  Anthony Bhades, Managing Member

By:  Aristotolis Ellades, Managing Member

Blakely Island Holdings, LLC, Manager

By:  Sig Rogich, Trustee of
The Rogich Family Trust, Manager of
Blakely Island Holdings, LLC

HOLDER:

Blakely Island Holdings, LLC

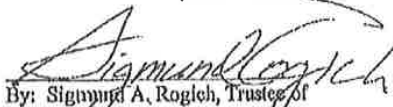
By:  Sigmund A. Rogich, Trustee of
The Rogich Family Trust, Manager

EXHIBIT 1-E

EXHIBIT 1-E

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 Eliades Survivor Trust of 10/30/08" or "Eliades" 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 Eliades 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. Eliades 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. Eliades 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 Eliades.

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 Eddyline 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 thereby 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

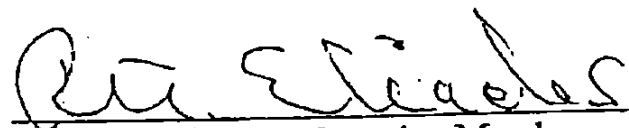
shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

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"

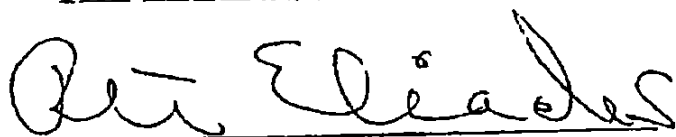

By: Peter Eliades, its Trustee

EXHIBIT 2

EXHIBIT 2

DECLARATION OF JOSEPH A. LIEBMAN

I, Joseph A. Liebman, declare as follows:

1. I am over eighteen (18) years of age and a resident and citizen of Clark County, Nevada. I am counsel of record for Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC.

2. I make this Declaration in support of Defendant Eldorado Hills, LLC's Motion for Summary Judgment, filed in *Huerta v. Rogich, et al.*, Case No. A-13-686303-C, consolidated with *Nanyah Vegas, LLC v. Teld, LLC, et al.*, Case No. A-16-746239-C.

3. Attached hereto as Exhibits 2-A and 2-B are true and correct copies of documents produced by Nanyah Vegas, LLC pursuant to N.R.C.P. 16.1.

4. Attached hereto as Exhibit 2-C is a true and correct copy of Nanyah Vegas, LLC's N.R.C.P. 30(b)(6) Deposition Transcript.

5. Attached hereto as Exhibits 2-D through 2-N are true and correct copies of documents produced by Nanyah Vegas, LLC pursuant to N.R.C.P. 16.1.

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

EXECUTED this 1st day of June, 2018.



Joseph A. Liebman

EXHIBIT 2-A

EXHIBIT 2-A

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:26 PM
To: Mark Simons
Subject: FW: Las Vegas

From: hurricanehuerta@gmail.com [mailto:hurricanehuerta@gmail.com] On Behalf Of Carlos Huerta
Sent: Friday, June 8, 2007 7:39 AM
To: Yoav Harlap <harlap@netvision.net.il>
Subject: Re: Las Vegas

You got it. Thank you. We'll get to work on the company setup for you soon and send you the appropriate documents for you to review and execute and we can then send them in for you. I believe that even via scanner, we can file the company documents for you, so we won't even need mail or FedEx. It is really rather simple and the company will be under your 100% control, but you'll have a local (Las Vegas) address for servicing (if necessary) only. This is the only state requirement, but we can make the mailing address for the resident agent for the company my office address and that is really it, along with a few simple / standard forms.

As soon as it's ready, I'll let you know.

I'll be in touch and if you need anything from me, do not hesitate to ask whatsoever. I'd be happy to help.

From here on out, don't every be concerned if your traveling and/or busy with work and can't get back to me right away ever. Real Estate doesn't move so fast usually (the only one drawback), but if there's ever anything urgent, I'll try all the mediums I know to reach you, but there should never be the need.

Be well, speak to you soon.

Carlos Huerta
Go Global Properties
3980 Howard Hughes Parkway
Suite 550
Las Vegas, NV 89169
E: Carlos@GoGlobalProperties.com
T: 702.617.9861, x102
F: 702.617.9862

On 6/7/07, Yoav Harlap <harlap@netvision.net.il> wrote:

Carlos,

Sorry for the delay in my reply but I was away and then very busy.

I am glad that your visit to Israel was positive and I am happy that I could contribute by introducing Ahuva. Israel is a very special country and being your first visit here you could not be better informed about the country within the time allowed.

As for the investment, I am interested, and see myself allocating 1.5 Mil US\$ for it. Please assist me with the technicalities and let's put up this Nevada Company as per your suggestion.

Best regards,

Yoav

From: hurricanehuerta@gmail.com [mailto:hurricanehuerta@gmail.com] **On Behalf Of** Carlos Huerta
Sent: Sunday, June 03, 2007 9:50 PM
To: harlap@netvision.net.il
Subject: Las Vegas

Yoav,

I've been back in the States now for 10 days and feel amazingly fortunate to have been able to visit your beautiful country in the way that Jacob facilitated the trip for me with Ahuva Gehl (thank you for this recommendation). I learned so much and saw so much of what I had learned about for so many years, it seemed surreal.

Also, I just wanted to let you and your wife know that I appreciated being able to visit your lovely home and meet you during my stay. In addition, I do hope that my company can provide interesting investment options for you and/or your company when the time is right for you.

In the interim, and when you have a moment, please visit the web site (www.CanaMexNevada.com) for the project that we spoke about and let either Jacob or myself know your level of interest in investing. I've been making some more progress with this development over the past few weeks and am very excited about the potential.

As a follow-up to our conversation we had at your home, within a few weeks time, we can set up your own limited liability company in the United States (in the State of Nevada) for you, of which you can fully control

100% at your leisure. We are very familiar with the process and have quite a few international investors that we do this for.

Be well and I hope to hear from you soon.

Carlos Huerta
Go Global Properties
3980 Howard Hughes Parkway
Suite 550
Las Vegas, NV 89169
E: Carlos@GoGlobalProperties.com
T: 702.617.9861, x102
F: 702.617.9862

web: www.GoGlobalProperties.com

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EXHIBIT 2-B

EXHIBIT 2-B

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:28 PM
To: Mark Simons
Subject: FW: *** Detected as Spam (Black List) *** Re: Las Vegas

From: Yoav Harlap
Sent: Tuesday, December 4, 2007 7:21 PM
To: Carlos Huerta <Carlos@GoGlobalProperties.com>
Subject: RE: *** Detected as Spam (Black List) *** Re: Las Vegas

Carlos,

I've given the instructions and the transfer of \$1.5 Million will be done on Thursday from Goldman Sachs Zurich.

Best regards,

Yoav

From: hurricanehuerta@gmail.com [<mailto:hurricanehuerta@gmail.com>] **On Behalf Of** Carlos Huerta
Sent: Tuesday, December 04, 2007 5:15 PM
To: Yoav Harlap
Subject: *** Detected as Spam (Black List) *** Re: Las Vegas

Hello Yoav,

The wire transmittal is just fine. Thank you. Here is the information for you down below, but hold off until Wednesday or Thursday to send it off to us, so that I can notify our bank so that they are aware that this large amount is on its way and so that they are on the lookout for it.

Banking details:

Account #: 612030684,
Routing/ABA #: 122400779
Bank Account Name: CanaMex Nevada, LLC
Bank Name: Nevada State Bank
Bank Address: 750 E. Warm Springs Road, Las Vegas, NV 89119
Bank Contact Name: Melissa Dewindt

Please let me know if you have any concerns or questions.

Speak with you soon.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590

Las Vegas, NV 89169
T: 702.617.9861
F: 702.617.9862

On 12/3/07, **Yoav Harlap** <Yoav.Harlap@nanyah.com> wrote:
Carlos,

Thanks for the update. I intend to make a wire transfer so please let me have the wire instructions.

Thanks,

Yoav

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

From: Carlos [<mailto:Carlos@GoGlobalProperties.com>]
Sent: Monday, December 03, 2007 5:57 PM
To: Yoav Harlap
Subject: Re: Las Vegas

Right. Makes sense. "This" particular property is not officially for sale, but we're pretty certain that it can be bought. Regardless, their disclosure to you will be kept confidential and Jacob or I will let you know if we have any further success procuring the property.

As for the documents, I will follow up with Jacob, have everything recorded and send you wiring information, or would you prefer to send us a check?

Thank you for the update and I'll speak with you soon.

If you need anything, don't hesitate.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Pkwy
Suite 590
Las Vegas, NV 86169
T: 702.617.9861
F: 702.617.9862
m: 702.497.6408
e: Carlos@GoGlobalProperties.com
w: www.Carlos@GoGlobalProperties.com.com

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

From: Yoav Harlap
To: Carlos Huerta
Sent: Dec 1, 2007 9:57 AM
Subject: RE: Las Vegas

Hi Carlos,

I hope all is well with you. I have the signed papers that Meir Eshel prepared waiting at my place for Jacob to pick them up for a couple of weeks now. I e mailed Jacob and he never contacted me but I can also FedEx them to you if you want me to. I am ready and willing to proceed as soon as you want.

As for Adam, I spoke to him shortly after I got your update and he told me that Tim Poster and David Chesnoff were both positive but when Adam checked it with one of the owners of Hara's who is co-invested with SCG somewhere, Adam was told that it is not for sale...Needless to say, unless someone comes with a crazy offer... So my guess is that nothing will progress with SCG unless something changes. (I have a feeling he expects me to keep this piece of information for myself so please don't burn me...) I assume that if your information is different you can probably continue the dialogue with Poster and Chesnoff and if it is at any point in time contrary to what Adam said they'll get him back on the wagon or you can approach him with such more concrete deal pending.

Will be glad to hear your comments.

Best regards,

Yoav

From: hurricanehuerta@gmail.com [mailto:hurricanehuerta@gmail.com] On Behalf Of Carlos Huerta
Sent: Saturday, December 01, 2007 5:53 PM
To: Yoav Harlap
Subject: Las Vegas

Hello Yoav,

Jacob has recently indicated that you've been traveling quite a bit, but I wanted to check in with you in regards to your follow-up with SCG. Were you able to contact Adam and was it a positive conversation? You last indicated (on the 14th of November) that you were planning on following up with him in regards to the meeting with Tim Poster and David Chesnoff.

Also, attached is some of the information that you already have, but I wanted to include the latest pro forma for you to review and to keep on file for the CanaMex industrial project. Is Meir up-to-date and ready to proceed with Nanyah Vegas here locally and are you ready to proceed as a member of our company moving forward/

As always, if there's anything that you need additionally, please do not hesitate to contact us.

Shabbat Shalom.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590
Las Vegas, NV 89169
T:702.617.9861
F:702.617.9862

From: Carlos@GoGlobalProperties.com

Date: Nov 14, 2007 9:50 PM

Subject: RE:

To: Yoav Harlap

Hi Yoav.

Sorry, I've been working 'round the clock this week, but I have should've sent you a brief update nonetheless.

From my perspective, the meeting went rather well. Tim and David are impressive (from their general understanding of th Vegas market) and they are very professional.

We agreed to follow up again shortly, but no actual terms were discussed, because it is still so early in our diligence with this particular project and we, ourselves, have many answers yet to obtain.

Hope this helps somewhat?? Let me know otherwise though.

Thanks.

Carlos Huerta
3883 Howard Hughes Pkwy
Suite 590
Las Vegas, NV 86169

From: Yoav Harlap <yoav.harlap@nanyah.com>

Date: Nov 14, 2007 9:36 PM

Subject: RE:

To: Carlos Huerta <Carlos@goglobalproperties.com>

Cc: Jacob Feingold <feingold@actcom.co.il <mailto: feingold@actcom.co.il> >

Carlos,

Please let me know how the meeting with David Chesnoff and Tim Poster went. Adam asked me to call him, he wants to talk to me about it and I'd rather be prepared as best I can.

Best,

Yoav *** eSafe scanned this email for malicious content ***** IMPORTANT: Do not open attachments from unrecognized senders ***

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only.

If you have received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.

*** eSafe scanned this email for viruses, vandals, and malicious content. ***

Carlos Huerta
3980 Howard Hughes Pkwy
Suite 550
Las Vegas, NV 89169

Sent via BlackBerry from Cingular Wireless

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only.

If you have received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.

*** eSafe scanned this email for viruses, vandals, and malicious content. ***

EXHIBIT 2-C

EXHIBIT 2-C

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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.)

Case No. A-13-686303-C
Dept. No. XXVII

* * * * *

DEPOSITION OF THE PERSON MOST KNOWLEDGEABLE
OF NANYAH VEGAS, LLC
(Pursuant to NRCP 30(b)(6))

CARLOS A. HUERTA

Taken on Thursday, April 3, 2014

At 9:19 a.m.

At 300 South Fourth Street, 17th Floor

Las Vegas, Nevada

Reported by: MARY COX DANIEL, FAPR, RDR, CRR, CCR 710

Job No. 9249

166

1

2 ELDORADO HILLS, LLC, a)
3 Nevada limited liability)
4 company,)

5 Defendant/Counterclaimants,)

6 vs.)

7 CARLOS A. HUERTA, an)
8 individual, CARLOS A.)
9 HUERTA as Trustee of THE)
10 ALEXANDER CHRISTOPHER)
11 TRUST, a Trust established)
12 in Nevada as assignee of)
13 interests of GO GLOBAL,)
14 INC., a Nevada corporation,)

15 Plaintiffs/)
16 Counterdefendants.)
17

1 APPEARANCES:

2 For Plaintiffs/Counterdefendants:

3 MCDONALD LAW OFFICES, PLLC
4 BY: BRANDON B. MCDONALD, ESQ.
5 2505 Anthem Village Drive
Suite E-474
Henderson, NV 89052

6 For Defendants/Counterclaimants:

7 LIONEL SAWYER & COLLINS
8 BY: SAMUEL S. LIONEL, ESQ.
9 BY: STEVEN C. ANDERSON, ESQ.
300 South Fourth Street
Suite 1700
Las Vegas, NV 89101

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I N D E X

WITNESS: CARLOS A. HUERTA

PAGE

Examination By Mr. Lionel

5

Examination By Mr. McDonald

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INDEX TO EXHIBITS

EXHIBIT

PAGE

A

Notice of Taking Deposition of
Nanyah Vegas, LLC's Person(s)
Most Knowledgeable

5

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1 (A discussion was held off the record between the court
2 reporter and counsel, wherein counsel present agreed to
3 waive the reporter requirements as set forth under NRCP
4 Rule 30(b)(4) or FRCP Rule 30(b)(5), as applicable.)

5 CARLOS A. HUERTA,
6 having been first duly sworn to testify to the truth,
7 the whole truth and nothing but the truth, was examined
8 and testified as follows:

9
10 EXAMINATION

11 BY MR. LIONEL:

12 Q Mr. Huerta, where do you live?

13 A Las Vegas.

14 Q Where in Las Vegas?

15 A Sierra Vista Ranchos.

16 MR. LIONEL: Off the record.

17 (Discussion off the record)

18 MR. LIONEL: Miss Reporter, would you mark
19 this as Defense Exhibit A?

20 (Exhibit A marked)

21 BY MR. LIONEL:

22 Q Mr. Huerta, have you ever seen Exhibit A
23 before, which is a Notice of Taking Deposition of
24 Nanyah Vegas, LLC's Person Most Knowledgeable?

25 A Yes, sir.

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1 Q Are you here today to testify as a Person Most
2 Knowledgeable for Nanyah Vegas, LLC?

3 A Yes, sir.

4 Q Are you here today to testify with respect to
5 Nanyah Vegas' Fourth Claim for Relief in the First
6 Amended Complaint, as shown here in the second
7 paragraph of Exhibit A?

8 A Yes, sir.

9 Q Thank you.

10 Mr. Huerta, you've had your deposition taken
11 before; is that true?

12 A Yes, sir. You can call me Carlos, if that's
13 easier for you during this time period, yeah.

14 Q Oh, fine.

15 When I refer to "Nanyah," I'm actually
16 referring to Nanyah Vegas, LLC. Do you understand
17 that?

18 A Understood.

19 Q Carlos, you've had your deposition taken
20 before?

21 A Yes, sir.

22 Q Approximately how many times?

23 A 10.

24 Q Here in Nevada?

25 A Yes.

171

1 Q Are you familiar with what's involved in the
2 taking of a deposition?

3 A I believe so.

4 Q Is there anything you want me to explain, or
5 feel you need to explain?

6 A I don't think so.

7 Q Do you know of any reason why you cannot be
8 deposed today?

9 A No, sir.

10 Q Where does the name Nanyah Vegas come from?

11 A It is a company that is actually Israeli, and
12 it is controlled by Yoav Harlap. And he just --
13 knowing that he was going to invest in the United
14 States, he established an LLC in Nevada. And knowing
15 that he was coming to the United States to invest, he
16 formed this entity that basically mimics his Israeli
17 company.

18 Q Did you have anything to do with the formation
19 of his company?

20 A No.

21 Q He formed it. Did he have counsel at the
22 time?

23 A We had a CPA that did it for him.

24 Q Who was that?

25 A You know, I'm not sure who we used, but it

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1 could have been, probably was L.L. Bradford & Company.

2 Q Who in L.L. Bradford?

3 A I don't remember. But it could have been
4 Dustin Lewis.

5 Q Is Dustin Lewis an accountant who does work
6 for Yoav Harlap?

7 A There hasn't -- he would be. I don't believe
8 there's been a lot of work. So I don't know that he's
9 really done anything as of late.

10 Q Let me talk a moment about Go Global, Inc.
11 That is your company; is that correct?

12 A It is.

13 Q You're the president of that company?

14 A Yes.

15 Q Are you the sole shareholder?

16 A Yes.

17 Q Sole director?

18 A There's no directors. Just the president, I
19 believe.

20 Q You are the only one who speaks for Go Global;
21 is that correct?

22 A Yes, sir.

23 Q What is the business of Nanyah Vegas?

24 A It was a single-purpose entity meant to invest
25 in Las Vegas real estate.

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1 Q Did it invest in Las Vegas real estate?

2 A Yes.

3 Q Was there more than one investment?

4 A No.

5 Q What was the real estate that was invested in?

6 A The property that's owned by Eldorado Hills,
7 LLC, 160 acres on the way to Boulder City.

8 Q Nanyah Vegas, does it have a license to do
9 business in Las Vegas?

10 A I don't know. Actually, I do know. I believe
11 that it does not.

12 Q And it has not had one? Is that a fair
13 statement?

14 A Well, it was incorporated in Nevada. So I
15 think at one point, it did. So I'm not sure if it's
16 been kept up.

17 Q Do you know if the company files tax returns?

18 A I believe that it does.

19 Q Have you ever seen any of the tax returns?

20 A I don't remember.

21 Q Beg your pardon?

22 A I don't remember.

23 Q You may have?

24 A I may have.

25 Q Where is the office of Nanyah?

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1 A The official office is at the 8880 West Sunset
2 Road, third floor, I believe, in Las Vegas.

3 Q Is that the Bradford address?

4 A Correct.

5 Q Have they ever used your office for any
6 purpose?

7 A Sure.

8 Q What purpose?

9 A To -- for this Eldorado Hills project.

10 Q Does it have any files in your office with
11 respect to that project or anything else?

12 A We have -- probably have a file, yes, on
13 Nanyah Vegas.

14 Q That's your office at 1060 Post Road?

15 A 3060 Post Road.

16 Q 3060 Post Road?

17 A Suite 110, yes.

18 Q Does it have any employees?

19 A No.

20 Q Did it ever have any, that you know of?

21 A No.

22 Q Who is the manager of Nanyah?

23 A Yoav Harlap.

24 Q Do you have any role in management?

25 A I'm the only contact person for Nanyah in

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1 town. So whenever any kind of discussion comes about,
2 I'm the person that is called upon.

3 Q Are you also the registered agent?

4 A I don't remember if I am or not.

5 Q If I tell you that the Secretary of State's
6 office says that, would you say it may be so?

7 A Yes.

8 Q All right. And this situation, you tell me
9 about being the only representative here in Nevada for
10 the company, that situation has persisted since the
11 company came into being; is that correct?

12 A Yes.

13 Q When did it come into being?

14 A I believe late 2007.

15 Q How do you place it?

16 A In terms of --

17 Q At that time?

18 A Oh. I remember meeting with Mr. Harlap and
19 discussing this project in '07, and him investing in
20 that year.

21 Q At that point in time, did you have some kind
22 of a role with Eldorado Hills?

23 A Yes.

24 Q What were you at that time?

25 A I was a manager and a member.

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1 Q During what years were you a manager and a
2 member?

3 A Of Eldorado, I believe '05, '06, '07, '08.

4 Q That's through October 31 of '08? Fair
5 statement?

6 A Correct.

7 Q Who were the investors in Nanyah?

8 A Just Yoav Harlap.

9 Q Did Jacob Feingold have a role in there?

10 A I don't believe so.

11 Q Did D & D Properties have a role?

12 A I don't believe so.

13 Q You're familiar with D & D Properties?

14 A I am.

15 Q Do you have any interest in Nanyah?

16 A No.

17 Q Did you ever?

18 A No.

19 Q Did Go Global ever have an interest?

20 A No.

21 Q How about Alexander Christopher Trust, did it
22 ever have an interest?

23 A It did not.

24 Q And does not now?

25 A Correct.

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1 Q Is there an Operating Agreement for Nanyah?

2 A I don't think so.

3 Q Did it have a bank account in the United
4 States?

5 A I don't think so.

6 Q At any time?

7 A I don't think so.

8 Q Did Nanyah have a relation -- strike that.
9 What is Canamex Nevada?

10 A It was an LLC that was formed by Sig Rogich
11 and myself.

12 Q When?

13 A I believe it was 2007 or 2008.

14 Q For what purpose?

15 A To join with our neighboring property owner to
16 the north. It was about a 150-acre property that was
17 controlled mostly by a gentleman by the name of Mike
18 Giroux. That's G-I-R-O-U-X.

19 Q Thank you.

20 A And we were going to put the Eldorado Hills
21 property together with the 150 acres that Giroux
22 controlled, mostly controlled. There was two other
23 partners, I think, he had. And we were going to market
24 all the property together, and work together in terms
25 of the development as the -- the first thing that we

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1 expected to come down the pike would be the improvement
2 of the 95 by NDOT, and they were going to put a new
3 interchange right along those properties.

4 Q Did you play a role in what you just told me,
5 namely, putting these two properties together and
6 exploiting them?

7 A Yes.

8 Q What did you do?

9 A Well, I had multiple meetings with the Giroux
10 group, and actually one other adjacent owner there as
11 well by the name of Lynn Goodfellow, and discussed that
12 there would be the potential to have a better plan if
13 we all went in together and coordinated the different
14 uses. And I thought that it would increase the value
15 of both properties. We had meetings with them. And we
16 were going to proceed.

17 Q What, if anything, did you do in connection
18 with proceeding with that plan?

19 A Formed Canamex Nevada, LLC; hired engineers to
20 do an entire master plan, site plan, and renderings for
21 the properties; and had come to an agreement with the
22 Giroux group on how to do it; and was starting to raise
23 the money for it.

24 Q What did you do in connection with trying to
25 raise the money?

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1 A Speak to investors like Harlap, and others.

2 Q Did you raise any money for it?

3 A Uh-huh. Yes.

4 Q Who from?

5 A I believe that it was mostly Go Global at the
6 time.

7 Q How much did Go Global invest?

8 A I don't remember.

9 Q Do you have any idea?

10 A I don't remember.

11 Q Was it more or less than \$100,000?

12 A Probably would have been less than \$100,000.

13 Q Did Go Global have an interest in Canamex
14 Nevada?

15 A Yes.

16 Q What kind of an interest did it have?

17 A I don't remember the percentage. Starting
18 out, it probably was 50 percent, along with Sig
19 probably would have been the other 50 percent, Sig
20 Rogich.

21 Q Was the attempt to exploit it, by that I mean,
22 an attempt to have sellers joined interest?

23 A The intention would have been to sell the
24 majority, if not all of it. But we realized it would
25 have taken time. I doubt that it would have been, in

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1 other words, one purchaser that would buy all 310
2 acres.

3 Q Did you prepare a lot of plans or ideas with
4 respect to exploiting the property?

5 A Yes.

6 Q Did Canamex Nevada file tax returns?

7 A I don't think so. I don't think we ever got
8 to that point.

9 Q Who invested money besides you --

10 A I don't think anyone.

11 Q -- besides Go Global?

12 A I don't think anybody else did.

13 Q Aside from this lawsuit and the claim in the
14 lawsuit, did Nanyah have any relationship with Eldorado
15 Hills, LLC?

16 MR. McDONALD: I'm going to object to the form
17 of that question.

18 THE WITNESS: I guess, what type of
19 relationship?

20 BY MR. LIONEL:

21 Q Any kind?

22 A Yeah, they were an investor, planned to own a
23 piece of the company that owned it.

24 Q Are you talking about the claim in this
25 lawsuit?

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1 A That's a legal question. So in terms of the
2 claim in this lawsuit, I'm not sure how that all breaks
3 out. So I'm not comfortable answering it. But they
4 had a relationship with Eldorado Hills, yes. Any other
5 relationship, I'm not exactly sure what you mean by
6 that.

7 Q Huh?

8 A Any other relationship, I'm not exactly sure
9 what you mean by that.

10 Q Did they do any business with it?

11 A They invested \$1.5 million.

12 Q Anything else?

13 A We talked about the project, and the future,
14 and gave ideas to one another about what could happen
15 there, strategized about it in terms of how to best
16 market the property, and how to gain the most value out
17 of it.

18 Q Are you familiar with the Complaint in this
19 action?

20 A I am.

21 Q Are you familiar with the Amended Complaint?

22 A I think so, yes.

23 Q Do you have any question? Would you like to
24 see it?

25 A No. Thank you.

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1 Q Did you see both of them before they were
2 filed?

3 A Yes.

4 Q You approved both and authorized the filing?

5 A Yes.

6 Q Paragraph 15 of the Complaint says that in
7 2006 or 2007 -- let me get the precise language.

8 A Sure.

9 Q I'm reading paragraph 15 of the Amended
10 Complaint. You have it in front of you there?

11 A Yes, sir.

12 Q "Subsequently in the years 2006 and 2007,
13 Plaintiffs Robert Ray and Nanyah collectively invested
14 \$1,783,561.60, with Nanyah's portion being \$1,500,000,
15 collectively in Eldorado and were entitled to their
16 respective membership interest."

17 Are you familiar -- you just looked at that
18 paragraph?

19 A I did.

20 Q Is that what happened?

21 A Yes.

22 Q How do you place it in 2006 and -- strike
23 that.

24 Was all that money invested at one time?

25 A No.

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1 Q When was the Robert Ray money invested?

2 A Pretty sure it was '06.

3 Q When was the Nanyah money invested?

4 A '07.

5 Q Did you have anything to do with the Ray
6 investment in 2006?

7 A Yes, sir.

8 Q What did you have to do with it?

9 A Told him about the project, and let him know
10 that we were looking to raise money for it. And, I
11 mean, I'm making it more brief than what had occurred.
12 He obviously wanted to know about the project, and I
13 explained it to him. And he came with a rather large
14 investment on a short amount -- in a short amount of
15 time in order for us to be able to close on the initial
16 property with Rogich's client -- I think last name is
17 Ryu, R-Y-U -- because we needed to raise extra money
18 right before closing.

19 Q Tell me why he had to raise -- he had to raise
20 extra money?

21 A Who's "he"?

22 Q Ray?

23 A No, no. Ray invested money. Sig Rogich and
24 myself for Eldorado Hills had to raise extra money at
25 the end because the loan that we had contemplated that

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1 was going to come in wasn't going to be for the number
2 that we were first told. So we needed to come up with
3 extra cash. And we raised money from Robert Ray and
4 Antonio Nevada in order to close.

5 Q This was in connection with the original
6 acquisition by Eldorado Hills --

7 A Yes.

8 Q -- of the property?

9 A Exactly. And that's when Ray invested. Now,
10 Ray invested actually more than the \$283,000, so you
11 know, originally.

12 Q Tell me about it.

13 A I believe the number was \$500,000. And the
14 way he -- kind of did it as a favor with the potential
15 that he would be an investor in the future, so he made
16 it in the terms of a loan. And once the -- I believe
17 we got the property refinanced after the initial
18 closing. And then there was a gentleman's agreement --
19 I'm not sure if there was anything in writing -- that
20 we would go to Robert Ray and say, "How much do you
21 want to hold in the project?" He then told us how much
22 he wanted back. So we cut him a check for a portion.
23 And then he left the rest in the company as an equity
24 investment.

25 Q Did you deal with him initially?

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1 A Yes, sir.

2 Q Did you go to him, or did he come to you?

3 A I went to him.

4 Q When part of his half million dollars -- or --
5 originally it was the half million a loan?

6 A Exactly.

7 Q Were there loan documents?

8 A I don't remember.

9 Q Do you remember signing any documents?

10 A Kind of, yes.

11 Q What does "kind of" mean?

12 A Well, it was eight years ago, you know. So I
13 don't remember. I do remember signing something, but I
14 couldn't swear to it unequivocally. Robert and I have
15 known each other for a long time, so I don't think he
16 would have required a document. But I probably gave
17 him one. And I brought Robert also, by the way, to
18 meet Sig Rogich about it.

19 Q You what?

20 A I brought Robert into the office to meet with
21 Sig as well prior to the investment, so --

22 Q What office did you take him into?

23 A I think it was 3980 Howard Hughes, not the
24 3883. But then Robert later came to the 3883 as well,
25 so I can't remember which one was which.

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1 Q Would you look at paragraph 17?

2 A Yes.

3 Q I'll read it. Paragraph 17 of the Amended
4 Complaint:

5 "While Ray's interest in Eldorado are believed
6 to have been preserved, despite contrary representation
7 by Sigmund Rogich, Nanyah never received an interest in
8 Eldorado while Eldorado retained the million five."

9 Why do you say his interests are believed to
10 have been preserved?

11 A He still receives KIs from Eldorado Hills,
12 LLC, and chose an ownership percentage in the entity.

13 Q And the tax returns showed his interest,
14 didn't it?

15 A I believe so.

16 Q Do you know why in the original Complaint here
17 he sues claiming he had no interest?

18 A Yes.

19 Q What's the reason?

20 A I think there's more than one reason.

21 Q I'm listening.

22 A There's been -- from what he's told us in a
23 meeting, there's been zero reporting in terms of what's
24 going on with the asset. There is a tenant on the
25 property that presumably pays rent. Never seen any

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1 kind of financials on the entity. He doesn't know how
2 much money is going into the company. He doesn't know
3 anything. So he wonders if his interest is even going
4 to be honored, or accepted, or kept in the company at
5 one point. We have an experience now -- he has an
6 experience now on how other members' interests can
7 suddenly vanish based upon an arbitrary decision by the
8 current managers of the entity. So he doesn't know if
9 his is going to be preserved. But he gets really no
10 information other than a K1. There is no money coming
11 in to him at all whatsoever. So there's a concern that
12 his investment could be going up in a cloud of smoke as
13 the others have.

14 Q Did this condition or situation prevail during
15 the years that you were manager there in 2006, 2007,
16 2008?

17 A This situation that I just described? Is that
18 what you're asking?

19 Q Yes.

20 A No.

21 Q What did you do with Mr. Ray, for Mr. Ray, or
22 to Mr. Ray during those years?

23 A I would update him on what's going on with the
24 property; what offers we had coming in; what was going
25 on in general with the development of the property; I

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1 would send him site plans; I'd tell him what the
2 potentials were with the Canamex Nevada project that we
3 were going to try to go into. So he was kept up to
4 date on a regular basis.

5 Q And you say that stopped once you left?

6 A No, I still was -- not once I left. I still
7 was somewhat involved after the purchase of my
8 interest, that has all of a sudden seemingly
9 conveniently gone up in a cloud of smoke. But I still
10 was involved with the project, and I still was doing
11 things even up through '09. So I would keep Mr. Ray up
12 to date probably to mid-'09.

13 Q These other things you talked about happened
14 after that, are you saying?

15 A That's when Robert Ray's concerns escalated,
16 let's just say.

17 Q Getting back to paragraph 17 --

18 A And by the way, another thing that I remember:
19 I brought Robert Ray to see Sig Rogich after my
20 interests were sold in Sig's office, and we spoke with
21 Sig about the investment. So I would actually come
22 with Robert and update him, and we gave him an update.
23 And Sig, I remember saying that he would do the right
24 thing in terms of everybody involved. But after that,
25 I don't think there's been any other meetings.

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1 Q When was this conversation?

2 A In '09.

3 Q When in '09? Do you remember?

4 A No, I don't remember the month.

5 Q Paragraph 17 says:

6 "Nanyah never received an interest in Eldorado
7 while Eldorado retained the million five."

8 Is that correct?

9 A Yes, sir.

10 Q Is there any documentation that you know of
11 with respect to the million five that Nanyah said was
12 given to Eldorado?

13 A There is.

14 Q What is the documentation?

15 A We have Eldorado Hills' bank statements, for
16 one, showing the 1.5 million.

17 Q Wait a minute.

18 A Sorry?

19 Q Bank statement of Eldorado?

20 A Eldorado Hills, LLC, Nevada State Bank. We
21 also have an agreement --

22 Q Please.

23 A Oh, okay. Sure.

24 Q What was the date of that? Do you know?

25 A 2007. I'm not sure what month. It would have

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1 been late 2007, probably December. But, again, it was
2 seven years ago, or six and a half years ago.

3 Q Okay. Go ahead.

4 A Then there's an agreement that was signed in
5 October 31st, 2008, that you referred to that date
6 earlier.

7 Q Agreement of what?

8 A You referred to that date, October 31st, 2008.
9 I believe it's called the Purchase Agreement.

10 Q Uh-huh.

11 A So Nanyah Vegas' investment was documented in
12 that agreement, as was Mr. Ray's.

13 Q Are you talking about the potential claimant
14 list?

15 A Uh-huh, yes.

16 Q Anything else?

17 A I don't know if there's anything else. There
18 could be. I don't remember at the current time.

19 Q You say some time, probably in December of
20 2007, there's a bank statement of Eldorado from Nevada
21 State Bank that shows a million and a half?

22 A Yes.

23 Q Did that million and a half remain there?

24 A Eldorado Hills -- it remained in Eldorado
25 Hills' account.

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1 Q Until when?

2 A I don't remember. Some of it might have gone
3 into Eldorado Hills', like an interest-bearing account
4 as well.

5 Q You don't know about that? You say it may
6 have gone --

7 A Yes.

8 Q -- in an interest-bearing account?

9 A That was associated to Eldorado Hills.

10 Q Huh?

11 A Yes, into an interest-bearing account with
12 Eldorado Hills.

13 Q Like a money market account?

14 A I don't know what kind of interest bearing,
15 but --

16 Q When you got -- start over. Withdraw.

17 Do you know of any documentation besides the
18 bank statement you referred to and an agreement dated
19 October 31, 2008, the Purchase Agreement?

20 A You asked that already. I said no --

21 Q I'm asking you again.

22 A I said I don't remember.

23 Q You don't remember?

24 A Correct. I said the same answer before,
25 actually.

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1 Q Where did the million -- was that a million
2 five we're talking about?

3 A Yes, sir.

4 Q Where did the million five come from?

5 A From Nanyah Vegas.

6 Q I beg your pardon?

7 A From Nanyah Vegas, Nanyah.

8 Q Was it cash?

9 A No.

10 Q What was it? Give me the form of media.

11 A I believe it was a wire.

12 Q A wire? A wire from where?

13 A From Nanyah Vegas.

14 Q From Israel? From Las Vegas? From Clark
15 County?

16 A I don't remember.

17 Q Did you see that wire?

18 A Literally?

19 Q Literally?

20 A No. Can't see a wire. It's electronic.

21 Q Did you see any evidence with respect to this
22 wire you're talking about?

23 MR. McDONALD: Object to the form.

24 THE WITNESS: Of course.

25 / / / / /

1 BY MR. LIONEL:

2 Q I beg your pardon?

3 A Of course.

4 MR. LIONEL: Would you read my question back,
5 please?

6 (Record read)

7 THE WITNESS: The answer is: Of course I did.

8 BY MR. LIONEL:

9 Q What did you see?

10 A We already referred to it, the bank statement
11 from 2007. The money went into Eldorado Hills'
12 account, which I was a signer on.

13 Q The money came by wire; is that correct?

14 A I don't remember. You asked me, how did it
15 come? I believe it was by wire. You asked me if it
16 was cash. It definitely was not cash. So he either
17 sent a check, or he sent a wire.

18 Q But if it came by wire, you don't know where
19 the wire was sent from?

20 A Correct.

21 Q Where was it sent to?

22 A The 2007 Eldorado Hills, LLC, bank account
23 that was at Nevada State Bank, in Nevada.

24 Q The wire was sent to the bank? Is that what
25 you're saying?

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1 A Yes.

2 Q So the money was wired from some place to
3 Nevada State Bank to the account of Eldorado?

4 A Correct.

5 Q Did you know about it at the time?

6 A Yes.

7 Q How did you know about it?

8 A I would speak with Yoav Harlap. And I was
9 expecting it.

10 Q You were expecting it?

11 A Correct.

12 Q Tell me what you talked to him about.

13 A Six and a half years ago, I can't tell you
14 exactly.

15 Q I appreciate that.

16 A But I would speak to him about the project;
17 what we were planning on doing; that the exchange --
18 interchange was going to be developed by NDOT; and that
19 we were raising money to market the property, partially
20 develop the property, and eventually sell the property;
21 and that's what his investment would go to. Oh -- and
22 we had a loan on the property that had to be serviced
23 as well which Go Global had been servicing for months
24 and months on its own, plus \$100,000 a month. So that
25 was part of the investment as well.

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1 So we talked about the project; what the money
2 was going to go for; and what we planned on doing with
3 the project.

4 Q Did you instruct him to send the -- wire the
5 money to Nevada State Bank to the account of Eldorado
6 Hills?

7 A Yes, sir.

8 Q Were you notified when the money came in?

9 A Yes.

10 Q And that money went in the Eldorado account?

11 A Yes.

12 MR. McDONALD: Asked and answered.

13 THE WITNESS: Yes.

14 BY MR. LIONEL:

15 Q And then what happened to the money?

16 MR. McDONALD: I believe that's been asked and
17 answered as well.

18 THE WITNESS: Eldorado Hills benefited from
19 the money, and Eldorado Hills used the money.

20 BY MR. LIONEL:

21 Q That was not my question. My question is:
22 What happened to the million five?

23 A My answer is Eldorado Hills accepted the
24 money, and used the money.

25 Q Did the money remain in that account for any 196

1 period of time?

2 A I believe so.

3 Q How long?

4 A I don't remember.

5 Q More than a week?

6 A In that account, I don't remember.

7 Q Was that money withdrawn within a week?

8 A I don't remember.

9 Q Did you withdraw it?

10 A Did I withdraw it?

11 Q Yes.

12 A I don't remember.

13 Q You may have?

14 A I don't remember.

15 Q Do you deny that you did?

16 A Did I deny it?

17 Q Yes.

18 A No, I said I don't remember. That's not
19 denying. Correct? I said I don't remember. You just
20 put words in my mouth. I don't appreciate that.

21 Q I'm not trying to put words; and I don't think
22 I put words in your mouth.

23 A You just did.

24 Q I'm just trying to find out what happened to
25 the million and a half.

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1 A Okay. Mr. Lionel, you just said that I denied
2 it. And just before that I said I don't remember.

3 Q I have a right to cross-examine and go
4 further. And I think you've --

5 A And I'm answering your question. The answer
6 was, I do not remember.

7 Q Then I'll ask you this question: Do you deny
8 that you had that money put in a money market account?

9 A I don't remember.

10 Q Do you deny it?

11 A No.

12 Q Do you deny that on December -- that the day
13 following the million and a half was wired into the
14 Eldorado Hills account, you had that money transferred
15 to the Eldorado money market account?

16 A I don't remember what -- in what day that
17 money was transferred. I have not looked at those bank
18 statements. So, and I don't -- and I haven't looked at
19 the accounting records in a long time.

20 Q Do you still have the bank statement?

21 A I believe so. I think they should have been
22 produced in this litigation, too.

23 Q I do, too.

24 A Oh, okay.

25 MR. LIONEL: Brandon?

1 MR. McDONALD: I'll look for them.

2 BY MR. LIONEL:

3 Q Would you have records of any transfer to this
4 money market account?

5 A I should.

6 Q You should have those records?

7 A I should, yes. So would Mr. Rogich, by the
8 way.

9 MR. LIONEL: Move to strike the last
10 gratuitous statement.

11 BY MR. LIONEL:

12 Q Do you remember how much was transferred to
13 that account?

14 A No, sir.

15 Q Could it have been \$1,450,000? Does it ring a
16 bell?

17 A It does not.

18 Q Does not. What number do you remember?

19 A I don't.

20 Q You don't. Do you know about money being
21 withdrawn from that money market account?

22 A No.

23 Q Was any of that money withdrawn and given
24 to -- transferred to Go Global?

25 A Yes.

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1 Q How much?

2 A I don't remember. A lot.

3 Q Have you read the Answer and Counterclaim in
4 this case?

5 A I believe so.

6 Q Do you remember the amount that it stated?

7 A No. It was a while ago.

8 Q About 1,420,000?

9 A Okay.

10 Q Does that make some sense?

11 A It does.

12 Q That money was transferred out of the money
13 market account to Go Global?

14 A I don't remember where it came from.

15 Q You don't know where it came from?

16 A I don't know if it was the money market
17 account or the checking account. I really wouldn't do
18 that myself, transfer money from the money market into
19 checking. My assistant would do that.

20 Q Who would do it?

21 A My assistant usually would do that, based upon
22 what she thought made sense.

23 Q Would you instruct her?

24 A Not necessarily.

25 Q Did she take out 1,420,000 every day on her

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1 own?

2 A Well, no, taking out -- oh -- I was referring
3 to the transfer to the money market account that was
4 also owned by Eldorado Hills. So that would stay in
5 Eldorado Hills, you know. If she thought that the
6 money would be in Eldorado Hills for a while, might as
7 well earn interest on it versus leaving it in checking
8 where it didn't earn any interest.

9 Q If I understand you correctly, what you're
10 saying is a million and a half came into Eldorado Hills
11 account by wire, and that your secretary on her own
12 would have -- because she felt there was too much cash
13 in the account -- could have transferred that money to
14 the money market account of Eldorado?

15 A Right.

16 Q Did she do it on her own?

17 A I said I don't remember. That would have been
18 something that she would do, though.

19 Q But do you remember whether or not you had any
20 role in it?

21 A I do not.

22 Q Do you remember whether she asked you whether
23 or not to transfer that money?

24 A No, sir.

25 Q So you don't know how -- what triggered the

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1 transfer from the Eldorado account to its money market
2 account?

3 A I think I know that what would have triggered,
4 I've tried to explain that. Do you want me to try
5 again?

6 Q Please.

7 A Her name was Summer. She was more than just a
8 secretary. She actually ran all the books for all the
9 investments. Okay. So she had a good handle on the
10 expenses that would be upcoming, sometimes as well or
11 better than I. She had a good handle on the money that
12 was coming in. And she would speak with me on a
13 regular basis. Her office was in my building. And so
14 she was aware that if we had money that we were going
15 to use for something that, down the road or not right
16 away, to go ahead and put it in money market so that it
17 would earn interest versus just leaving it in checking.
18 So that type of philosophy, if you will, or corporate
19 policy, or concept, was regular.

20 Go Global did many real estate transactions
21 that she also managed, which you are also aware of. So
22 that was kind of what we tried to do, just try to
23 maximize interest. We were paying a lot of interest in
24 loans. Sometimes we would try to make some interest on
25 our end.

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1 So that would be a trigger, in answer to your
2 question.

3 Q Her name is Summer Rellmas, R-E-L-L-M-A-S?

4 A Yeah, and it's Rellmas. You spelled it
5 perfectly, yes.

6 Q But I didn't pronounce it perfectly.

7 A It's tough. Yeah, Rellmas. It's a unique
8 name.

9 Q I beg your pardon?

10 A It's a unique name.

11 Q All right. I think "Summer" is a great name.

12 A Me, too. I agree.

13 Q Falls under what I think the best name is
14 "Nevada" for a woman. But "Summer" is pretty good,
15 too, isn't it?.

16 A Fair enough.

17 Q If I understand your testimony, you have no
18 memory of having anything to do with the million and a
19 half or any portion of that million and a half moving
20 from the Eldorado account to its money market account?

21 MR. McDONALD: I'll object to the form.

22 THE WITNESS: To say no memory, you know, six
23 and a half years ago to now, I'd say that I may have
24 some memory. But that actual dollar amount that you
25 quoted to me, I did not remember that dollar amount,

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1 nor the date. It would have -- for such a large amount
2 of money, the normal policy would have been to put it
3 into an interest bearing type of account. So that does
4 make sense to me.

5 BY MR. LIONEL:

6 Q But you have no memory of you being involved
7 in a transfer of those funds?

8 A Oh, okay. I agree with that statement.

9 Q Why did that money go to Go Global?

10 A Go Global had advanced money to Eldorado Hills
11 for many months to pay off the A&B Financial monthly
12 payment which I mentioned earlier. It was a
13 hundred-and-something-thousand dollars a month. At the
14 time, Rogich and I were equal partners and we were
15 supposed to put in money equally. He ran out of money
16 and couldn't make the payments. So Go Global came up
17 and said Go Global will loan the money to Eldorado
18 Hills, LLC, up until a point where Eldorado Hills can
19 afford to pay it back. And so I had been making
20 payments. I'm not sure for how many months, but it was
21 a lot of money. And Eldorado Hills owed Go Global that
22 money back.

23 Q At the time this million and a half came in,
24 the wired money, did Eldorado have any -- much funds in
25 that account?

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1 A Probably not.

2 Q Eldorado was very low on money at that point
3 in time, wasn't it?

4 A Yeah. Go Global would fund Eldorado on a
5 monthly basis to pay \$108,000 worth of interest.
6 Eldorado would send the majority, if not all, of that
7 money to the lender that had the loan on the property.

8 Q Well, let me --

9 A Sure.

10 Q Some time in December of 2007, a million and a
11 half came into the Eldorado Hills account at Nevada
12 State Bank, right?

13 A I believe so. I believe that's the right
14 month.

15 Q Do you have any idea how much money,
16 approximately how much money was in the account at the
17 time the million and a half came in?

18 A I don't.

19 Q Would it have been a small amount, perhaps a
20 few thousand dollars?

21 A I don't remember.

22 Q Do you have any records or documents which
23 would show it? Would your bank statements show it?

24 A It would.

25 MR. LIONEL: Counsel, we need --

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1 MR. McDONALD: I'll look for them and get them
2 to you.

3 BY MR. LIONEL:

4 Q At the time the money was taken out of that
5 account and given to Go Global, were you involved in
6 that transaction?

7 A Yes.

8 Q What did you do?

9 A Paid Go Global back the money that it was owed
10 by Eldorado Hills.

11 Q What was the form of the payment?

12 A Either a check or a transfer.

13 Q If it was a check, would you have signed it?

14 A Yes. If it was a check, I would have signed
15 it.

16 Q And if there was transfer, would you have
17 signed some document authorizing that transaction?

18 A Yes.

19 Q You don't remember the amount?

20 A I do not.

21 Q Was it more than a million dollars?

22 A I don't remember.

23 Q Was it more than half a million?

24 A I would say so, yes. I think it was more than
25 a million, but I don't remember exactly.

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1 Q Huh?

2 A I don't remember exactly, but I believe it was
3 more than a million.

4 Q And that was money that had been advanced by
5 Go Global?

6 A Correct.

7 Q All of it?

8 A Correct.

9 Q Did you talk to Mr. Rogich before this money
10 was effectively repaid to Go Global?

11 A Of course.

12 Q And you told him you were going to do it?

13 A Yes.

14 Q Tell me about your conversation.

15 MR. McDONALD: Sam, I've given you a lot of
16 leeway with regards to the questioning. But I think
17 this is a deposition for Nanyah Vegas, and he's here to
18 testify on behalf of Nanyah Vegas. So to the extent
19 the questions go beyond what's relevant to
20 Nanyah Vegas, I'm going to object. So you can go
21 ahead. I'll give you some leeway, but I think these
22 questions go more towards Carlos as a member of either
23 Eldorado Hills or a member of Go Global.

24 MR. LIONEL: Not in my view. It's crucial
25 testimony with respect to the million and a half.

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1 MR. McDONALD: Okay. Go ahead. I'll give you
2 some leeway, like I said.

3 MR. LIONEL: I'll take it, but I'm going to
4 continue.

5 MR. McDONALD: But I think you're going beyond
6 the scope of the time.

7 MR. LIONEL: I don't. If you think, then do
8 what you have to do. But I don't believe I am.

9 BY MR. LIONEL:

10 Q You say you had a conversation with Mr. Rogich
11 with respect to taking this money out of the money
12 market account and paying it to Go Global?

13 A Multiple.

14 Q Huh?

15 A Multiple conversations.

16 Q Tell me any -- I'll listen to whatever you
17 want to tell me about. Tell me about the conversation.

18 A Okay. You do realize that I actually had an
19 office -- that we paid rent in Sig Rogich's address?
20 Okay. So I'm letting you know that that was the case.
21 So the conversations between Rogich and I were
22 frequent, probably daily. Okay. So either I would be
23 in the office or we would speak on the phone.

24 At the time that the payments for the A&B
25 Financial loan that had the loan against the Eldorado

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1 Hills property were due, we would make payments
2 together for, on behalf of Eldorado Hills, to make the
3 monthly interest payments, right?

4 Q You say "payments together." You and
5 Mr. Rogich?

6 A Right, well, through Eldorado Hills. We made
7 sure that Eldorado Hills had enough money in it to fund
8 the payments to the lender.

9 Q Who made the payments?

10 A Eldorado Hills.

11 Q Who signed the checks, or whatever the form
12 was?

13 A I don't remember who signed the checks.
14 Probably me, but I don't remember.

15 Q Are those checks still maintained with the
16 bank statements?

17 A I think so.

18 MR. LIONEL: Counsel?

19 MR. McDONALD: Noted.

20 THE WITNESS: Could have been wired.

21 BY MR. LIONEL:

22 Q Tell me about a conversation you had about the
23 payment to Go Global in this instance.

24 A Wait a minute. But I was still explaining the
25 last one.

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1 Q Sure.

2 A So we would make sure -- "we" being Mr. Rogich
3 and myself -- that Eldorado Hills would have enough
4 funding to make the payment to the lender. Correct?
5 We did that for about a year and a half. Okay. Then
6 at one point throughout that year and a half,
7 Mr. Rogich could no longer afford to fund Eldorado
8 Hills to make those payments. So Go Global did. So
9 Go Global was making those payments into Eldorado Hills
10 who would, in turn, make a payment to the lender.

11 That's the process of how we used the money in
12 Eldorado Hills to make the payments not only to the
13 bank, but for engineers, or any other kind of
14 professionals that we had working on the property.

15 So then I would speak with Mr. Rogich on a
16 regular basis. He was aware of what was going on with
17 the entity. He knew about offers that we had received
18 on the entity. He knew about what the plans for the
19 entity were. He knew that the entity, Eldorado Hills,
20 did not have enough money in it to just fund \$108,000 a
21 month every month.

22 So when I went to Mr. Rogich and said I'll
23 make these payments, but when we raise more money or
24 get the property refinanced, Go Global is going to get
25 paid back, he agreed to me making those payments into

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1 Eldorado Hills, which enabled Eldorado Hills to keep
2 that loan current and funded and paid up.

3 So when that money came in, I had been working
4 on raising money from Nanyah and others for a long
5 period of time. It was already understood before the
6 check was written to Go Global, or the money was
7 transferred to Go Global, that Go Global was owed the
8 money by Eldorado Hills.

9 So Mr. Rogich was very aware that that money
10 was owed to Go Global, and that it had been owed for
11 quite some time. Mr. Rogich hadn't come up with any
12 more money himself to make the loan payments. So he
13 knew that Go Global needed to be reimbursed.

14 Q Let me ask --

15 A So he had many conversations with me
16 throughout the process and even after the process that
17 that money was going to Go Global.

18 Q You were effectively managing it, but you're
19 telling me that you told him about these advances?

20 A The advances that Go Global was making into
21 Eldorado Hills?

22 Q Yes.

23 A Absolutely.

24 Q But did you have a conversation with
25 Mr. Rogich with respect to this check, or whatever, or

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1 this transfer of 1,420,000 to Go Global?

2 A Yes.

3 Q When was this conversation?

4 A It would have been in the month that that
5 money came in. So if that was -- if you're telling me
6 that that's December of 2007, it would have been in
7 December of 2007 or January of 2008.

8 Q I'm not telling you when it was. You're the
9 one that told me when it was.

10 A Okay.

11 Q Okay. Tell me about your conversation.

12 A By the way, let me correct that I didn't say
13 that it was December of 2007. I believe that it was in
14 2007. I don't have the bank statement. So I'm not
15 going to state unequivocally. We're talking just, you
16 know, more or less.

17 Q I accept that.

18 A Okay, okay. Making sure.

19 Q It's not my testimony here. It's yours.

20 A And it is mine. I want to make sure that it's
21 accurate.

22 Q I hope so. But I'd like that, too.

23 A Right.

24 Q Now, tell me a conversation you had about
25 writing -- you're not sure whether it was a check or

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1 some other form of transfer, right, to Go Global?

2 A Correct.

3 Q Did you discuss that specific transfer, or
4 whatever form it was, with Mr. Rogich?

5 A Yes.

6 Q When?

7 A In the month that the money was transferred.

8 Q Where was this at?

9 A It would have been in Mr. Rogich's office --

10 Q What did you say and what did he say?

11 A -- which I had an office there as well, by the
12 way.

13 Q What did you say and what did he say?

14 A I don't remember the exact conversation, but
15 he knew that the money -- like I explained earlier
16 through that long monologue -- that he knew that the
17 money was owed to Go Global, and he knew that Go Global
18 was to be reimbursed when the money came into Eldorado
19 Hills, LLC. So he was aware that Go Global was going
20 to take back the money that it had advanced.

21 Q That's not a conversation, Carlos.

22 A No? Okay.

23 Q I want the conversation you had with him.

24 A But, again, it was six and a half years ago,
25 and there's no way I could come up with the

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1 word-for-word conversation. I had an office with him
2 in the same address. We would talk about the project.
3 He knew that Go Global had advanced the money to
4 Eldorado Hills, as I said before, and Go Global was
5 owed that money, and Go Global was going to be paid
6 that money back.

7 MR. McDONALD: If you don't recall the
8 conversation, you can just say that.

9 THE WITNESS: The exact conversation, no, I
10 don't recall the exact conversation.

11 BY MR. LIONEL:

12 Q I want your best recollection of the
13 conversation you had with him.

14 A The best recollection is already -- I already
15 stated into the record.

16 Q Did you tell him you were writing a check or
17 otherwise transferring \$1,420,000 to Go Global?

18 A Whether I would have said it was a check or
19 just a transfer, I don't remember.

20 Q I didn't ask you that. Let's forget -- the
21 money was transferred to Go Global --

22 A Okay.

23 Q -- your company?

24 A Okay.

25 Q Did you tell Mr. Rogich you were going to do

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1 that?

2 A For the third time, yes.

3 Q And what did you tell him, for the third time?

4 A That Go Global was going to get paid back the
5 money that it was owed.

6 Q Did you tell him how much it was?

7 A Yes.

8 Q How much did you tell him?

9 A Whatever the amount was. I don't remember the
10 exact amount.

11 Q Your testimony is that you told Mr. Rogich
12 that you were going to write a check or otherwise
13 transfer \$1,420,000 to Go Global?

14 A That's what I would have told him, yes.

15 Q Did you tell him that?

16 A Yes.

17 Q What did he say?

18 A He said, "Okay." The money went. I mean,
19 he -- it stands to reason that a million four he would
20 know about went out of a company that he was 50 percent
21 managing member of. Right? So he would have said yes.
22 He never objected to it. He agreed to it, not only at
23 the time of the transfer, but prior to the transfer.

24 Q You told him you're going to transfer that,
25 and he said, "Okay"?

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1 A Correct.

2 Q Is that correct?

3 A Correct.

4 Q Was anybody else around when this occurred?

5 A Sure.

6 Q Who?

7 A His CFO.

8 Q Who was that?

9 A Melissa Olivas.

10 Q She was there at the time, and she heard this?

11 A Oh, I don't know if she heard that
12 conversation, but she was very well aware of the
13 transactions that occurred in Eldorado Hills.

14 Q Was she present when you and Mr. Rogich had
15 this conversation?

16 A That specific conversation, I don't remember.

17 Q Was she frequently around when you spoke with
18 Mr. Rogich?

19 A Yes, sir.

20 Q Did you at one point have some kind of an
21 argument there where she accused you of taking this
22 \$1,420,000?

23 A Absolutely not.

24 Q This was a time that she was there, Mr. Rogich
25 was there, and she confronted you in the office and

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1 said you took that \$1,420,000?

2 MR. McDONALD: Objection. Lacks foundation.

3 MR. LIONEL: I'm creating one.

4 THE WITNESS: Yeah, that's a fabricated story
5 that I don't recall at all, and my memory is pretty
6 good.

7 BY MR. LIONEL:

8 Q Even six and a half years ago?

9 A Pretty good.

10 Q What record is there of the 1,420,000 that you
11 transferred?

12 A There should be bank statements.

13 Q Anything else?

14 A I don't know. I don't think so.

15 Q Was there any kind of a general ledger, or
16 anything like that?

17 A Yeah, there should be QuickBooks entries that
18 was provided to Melissa Olivas.

19 Q Who maintained the QuickBooks?

20 A I believe Summer Rellmas would.

21 Q Huh?

22 A I believe Summer Rellmas would, or was.

23 Q She did that for you?

24 A Correct.

25 Q All these transactions we're discussing, the

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1 money being wired would be shown there?

2 A Correct.

3 Q And the money going to money market account
4 would be shown?

5 A Should be, yes.

6 Q And the 1,420,000 would be shown?

7 A Yes, yes.

8 Q Did the QuickBooks indicate what the million
9 four -- strike that.

10 Would the QuickBooks show what the 1,420,000
11 was transferred for?

12 A It would, yes.

13 Q What did it show?

14 A Oh, I don't remember. I haven't seen the
15 QuickBooks. But we kept a pretty good accounting of
16 where the monies came from, and where they went to, and
17 the reason why. So QuickBooks allows you to put in a
18 category and what it's for. So we did a pretty decent
19 job of documenting that.

20 Q And it would have showed payments for advanced
21 monies?

22 A That's right.

23 Q You would have some records that would show
24 the amount of the advancement at that time was
25 1,420,000?

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1 A Yes.

2 Q You're sure that the QuickBooks didn't show
3 that the 1,420,000 was for a consulting fee?

4 A I don't know what it would show in that
5 regard.

6 Q Would that surprise you?

7 A No.

8 Q Why wouldn't it surprise you?

9 A There was something that occurred with that.
10 I can't remember exactly why it would have been a
11 consulting fee, but I believe later it was changed back
12 to just a loan payment. Oh, I do remember why it was a
13 consulting fee. I do remember why we did that, now
14 that you bring it up.

15 Q Tell me.

16 A Yeah. So throughout the process in '07 and
17 '08, our goal was to get better financing for the
18 property. So we were working with other lenders.
19 Okay. And in order to -- and I had conversations with
20 Mr. Rogich and Melissa Olivas about it, but it was
21 never a confrontation or an accusation as you alluded
22 to.

23 So Go Global had been almost exclusively for
24 like two or three months working on refinancing of
25 that, of the property. And so in order to get the

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1 refinancing on the property, Rogich and myself were
2 probably going to have to produce tax records, income,
3 financials, assets. And so we came in and started
4 putting the package together. And I told Melissa and
5 Sig, "Hey, our chances of getting a loan are going to
6 be much better if our financials look better, and it's
7 better that -- I haven't made any money over the last
8 year -- it's better that I take an income for this in
9 the meantime to at least try and get -- or, take a
10 consulting fee versus a loan payment so that we can get
11 better financials put forth to the banks, and that we
12 got a better chance of getting it refinanced."

13 It never transpired. We never got the
14 refinancing. So it didn't end up helping Eldorado
15 Hills or help us get the refinancing until that 2008
16 October situation occurred when Iliadis came in as an
17 investor.

18 Q So you wanted the record to show it was a
19 consulting fee --

20 A Correct.

21 Q -- and not an advance, right?

22 A Correct.

23 Q And you felt that that would be -- the finance
24 companies would like that better if it was a consulting
25 fee?

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1 A Correct.

2 Q And you had this conversation with whom?

3 A With Melissa and Sig.

4 Q Were they both at the same time?

5 A I don't remember that.

6 Q Where was the conversation?

7 A It would have been in Sig's office at Howard
8 Hughes.

9 Q Anybody else present besides the three of you?

10 A Probably not.

11 Q When was this in relationship to when the
12 money got there, the million five?

13 A It would have been right after.

14 Q That was before you wrote the check, or other
15 transfer?

16 A Correct.

17 Q So during the period of time after the money
18 came to the Eldorado account and went into this money
19 market account, it was during that period that you had
20 this conversation, and it was agreed that you would
21 take the 1,420,000 as a consulting fee?

22 A Correct.

23 MR. LIONEL: Maybe we ought to take a break.

24 THE WITNESS: Sure.

25 (Recess)

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1 MR. LIONEL: Back on the record, please.

2 BY MR. LIONEL:

3 Q I think before you talked about that exhibit
4 for the potential claimants?

5 A Yes, sir.

6 Q And it showed a million and a half for Nanyah?

7 A Correct.

8 Q Did it say -- it said, "through Canamex,"
9 didn't it?

10 A I don't remember.

11 Q What's the relationship between Canamex and
12 Nanyah?

13 A Nothing really, I mean, other than the fact
14 that the idea in 2007 was to refinance the property and
15 then join our property with the Giroux property -- our
16 property being the Eldorado Hills property -- with the
17 Giroux property, and form Canamex Nevada, one greater
18 entity, and master plan it together. And Nanyah
19 expected that that would occur. That was the hope.
20 But it did not occur, because we all know what happened
21 after the fact, the economy, and we weren't able to get
22 refinancing. So Canamex really never got off of its
23 feet, so to speak. And so Nanyah never really had an
24 interest in Canamex, and nobody else did either, or it
25 wasn't worth anything.

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1 Q In 2007, did Canamex have a bank account?

2 A I think so.

3 Q Where?

4 A It would have been at Nevada State Bank.

5 Q Did you have anything to do with that account?

6 A Sure. If it did have an account -- I seem to
7 remember it did -- I would have opened it.

8 Q I'll represent that exhibit, it says "through
9 Canamex" when it talks about Nanyah interest.

10 A Okay.

11 Q Do you know why it does?

12 A I'll try to explain it again, but only for the
13 same reason that I already tried to explain, is that
14 the intent of Eldorado Hills, LLC, in '07 was to become
15 a member in Canamex Nevada, and the intention was that
16 Canamex Nevada would be the greater entity that would
17 own Eldorado Hills. So at one point, it would have --
18 in 2007, when I was speaking about bringing in the
19 additional capital, being the \$1.5 million, and more --
20 we were trying to raise money for the entity, Sig
21 Rogich was as well -- the intention would have been to
22 invest it into Eldorado Hills that would then join
23 Canamex Nevada.

24 So it probably was put in through Canamex
25 Nevada, LLC, in the exhibit in order to differentiate

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1 Nanyah to Eddyline, and differentiate Nanyah to Robert
2 Ray, and to Antonio that Nanyah came in much later than
3 Eddyline and Ray and Antonio and Go Global and Rogich.

4 Q And you say this million and a half was
5 supposed to be used in connection with putting the
6 properties together and exploiting the property?

7 A No. Again, I don't know how to better
8 describe it. Maybe English as my second language is
9 causing a problem here.

10 But the intention was that Eldorado Hills
11 would eventually become a member and put all of its
12 assets into Canamex Nevada. The Nanyah investment came
13 into Eldorado Hills, which then would have been moved
14 into the Canamex Nevada, LLC, entity that would have
15 owned the Eldorado Hills property and the Mike Giroux
16 property.

17 Q Is that when you told Harlap?

18 A That would -- yes, that would have been the
19 goal.

20 Q And that was why he was sending a million and
21 a half?

22 A No, no, that's not why. The 160-acre property
23 itself that was owned by Eldorado Hills, LLC, was
24 perceived to having value. So he was really going to
25 invest in Eldorado Hills, LLC. In order to increase

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1 the value, in my opinion, would be to accomplish what's
2 called plottage and put properties together to form a
3 larger property that you can then plan in a more
4 organized and valuable fashion.

5 Q And what you're telling me is the million and
6 a half did not get into the Canamex account?

7 A I don't believe so. I don't believe that it
8 ever made it to the Canamex Nevada account.

9 Q No, it went directly in Nevada State Bank?

10 A Eldorado Hills' checking account at Nevada
11 State Bank, I believe so. But you seem to know certain
12 things that I don't, so I'm hesitant to answer certain
13 things because you seem to know the answer before I do.
14 But I don't believe it ever went into Canamex Nevada.

15 Q Well, you were on the Canamex account, weren't
16 you?

17 A Yes, sir.

18 Q Do you have the bank statements for it?

19 A Probably in the office, Summer Rellmas would
20 have collected them, yes.

21 MR. LIONEL: Can you get those, Counsel?
22 We've asked specifically for them effectively.

23 BY MR. LIONEL:

24 Q But I'm flattered when you say I know things
25 you don't know.

1 A Well, yeah. You know some specifics, for
2 sure. But I'm not trying to flatter you. I'm just
3 stating the truth.

4 Q Why was a Nanyah investment beneficial to
5 Eldorado?

6 A Eldorado Hills, if it didn't raise more
7 money -- doesn't matter from Nanyah, or Sam Lionel, or
8 John Doe -- was at risk of losing the property in a
9 bank foreclosure because Eldorado Hills, LLC, had a
10 lender that had the property as collateral. And if the
11 loan would not be paid on a regular basis, they could
12 foreclose.

13 Q That's why the million and a half was a
14 benefit?

15 A Again, the million and a half, and then some.
16 Later more money was brought into the entity as well.
17 So any amount of money would have been a benefit in
18 order to contend with the financing.

19 Q Let's stick to the million and a half.

20 A Yes. The answer -- the million and a half --
21 but, again, any other money would have benefited
22 Eldorado Hills, LLC, which we were trying to raise.

23 Q Let's stick to the million and a half. Was
24 the million and a half a benefit to Eldorado?

25 A Yes. Sure.

1 Q For the reason that you gave?

2 A Correct. Yes, sir.

3 Q Are there any documents or anything that would
4 show that this was a benefit and that Eldorado accepted
5 it for that purpose?

6 A The bank statement.

7 Q Just the bank statement? That's it?

8 A That I can remember at this point in time,
9 yes.

10 Q And the bank statement showed that they
11 accepted it? Is that your point?

12 A Yes, sir.

13 Q It doesn't show what they were going to do
14 with it, or anything like that?

15 A The bank statement wouldn't show that, no.

16 Q Tell me what efforts were made by Nanyah to
17 obtain an interest in Eldorado Hills.

18 A Well, the investment of the \$1.5 million would
19 be one. And then at that point, I believe and feel as
20 if I had a close enough, good enough relationship, and
21 still do, with the principal of Nanyah, that he
22 basically left it up to me to be a steward of that
23 capital and of the asset, had explained to him what the
24 asset was. And he invests all over the world. He
25 invests in the United States. And that was his first

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1 venture in Nevada. And he said, "Carlos, you're just
2 going to manage that for me." So he left it up to me.

3 Q What did you as steward do to get that
4 interest?

5 A I was the manager of Eldorado Hills. I felt
6 like I equally controlled Eldorado Hills along with Sig
7 Rogich. So I just tried to do the best that I could
8 with the project at hand, marketing it, developing it,
9 refinancing it, and capitalizing it.

10 Q But this is a lawsuit to get that interest,
11 right, for Nanyah?

12 MR. McDONALD: Object to the extent it calls
13 for a legal conclusion.

14 BY MR. LIONEL:

15 Q Is that correct?

16 A I think that's part of the lawsuit, in my
17 opinion, yes.

18 Q He's been trying to get it since he put the
19 money in, right?

20 MR. McDONALD: Same objection.

21 THE WITNESS: Listen, I would not -- I see --
22 I understand your question, and why you would ask it.
23 I don't think it was a concern, though, in 2007, and
24 even in 2008, about him obtaining an interest. I mean,
25 the money was sent. It was a confidence thing. The

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1 money benefited the company. The company benefited
2 from his money. And it was just trusted that the right
3 thing would be done with his capital.

4 I mean, the fact of the matter is \$1,500,000
5 was invested. Eldorado Hills did use that capital.
6 Okay. I advanced -- Go Global advanced it to Eldorado
7 Hills, and Eldorado Hills owed that money to Go Global.
8 So there wasn't really an effort or, like you're
9 describing it, to go try to get the interest. We
10 accepted that the interest was given at the time.

11 BY MR. LIONEL:

12 Q Have I got the right lawsuit?

13 A There was a million and a half invested in
14 Eldorado Hills, LLC, so I think you do have the right
15 lawsuit, yes.

16 Q Thank you.

17 A Yes. You're welcome.

18 Q Now, were you involved with the tax returns of
19 Eldorado?

20 A Sure, yes. Involved, yes.

21 Q You were the tax matter partner?

22 A I think so.

23 Q In 2007?

24 A Yes.

25 Q 2008?

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1 A No, I don't think so, no.

2 Q In 2007. In 2007, Mr. Ray was shown as being
3 an investor, as having an interest in Eldorado, right?

4 A Correct.

5 Q And also in subsequent years; isn't that
6 correct?

7 A I believe so, yes.

8 Q Was Nanyah ever shown as having an interest in
9 it, in Eldorado?

10 A You may know better than I. But not that I
11 know of.

12 Q As a matter of fact, in 2007 when you were tax
13 matters partner, and Mr. Ray's interest was shown,
14 nothing was shown there for Nanyah's interest, right?

15 A Yes.

16 Q And you, as tax matters partner, could have
17 provided that, right?

18 A Could have, yes.

19 Q And you've seen the Complaint here and the
20 Amended Complaint, correct?

21 A Yes.

22 Q You approved them?

23 A Approved?

24 Q Both of them?

25 A How do I approve a Complaint? Oh, oh, mine --

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1 yes, I do approve them.

2 Q And authorized their filing?

3 A Yes.

4 MR. LIONEL: Why don't we take a five-minute
5 break? I may be through.

6 (Recess)

7 MR. LIONEL: I have no further questions.

8 MR. McDONALD: I just have one quick question.

9 EXAMINATION

10 BY MR. McDONALD:

11 Q As you testified earlier, in late 2008,
12 Mr. Rogich agreed to purchase your interest in Eldorado
13 Hills, correct?

14 A Yes, sir.

15 Q There was a Purchase Agreement that was
16 executed?

17 A Yes.

18 Q Is it your understanding that the Purchase
19 Agreement, when it was executed, Mr. Rogich was
20 agreeing to indemnify you for any claims related to
21 Nanyah Vegas?

22 MR. LIONEL: Objection.

23 BY MR. McDONALD:

24 Q You can answer.

25 A That was my -- that is my understanding.

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1 MR. McDONALD: Okay. I don't have any other
2 questions.

3 MR. LIONEL: That's it.

4 (Thereupon, the deposition concluded at 10:48 a.m.)
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1	CERTIFICATE OF WITNESS			
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18	* * * * *			
19	I, CARLOS A. HUERTA, witness herein, do			
20	hereby certify and declare under penalty of perjury the			
21	within and foregoing transcription to be my deposition			
22	in said action; that I have read, corrected and do			
23	hereby affix my signature to said deposition.			
24				
25	CARLOS A. HUERTA DATE			

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1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
) ss:
3 COUNTY OF CLARK)

4 I, Mary Cox Daniel, a Certified Court
Reporter licensed by the State of Nevada, do hereby
5 certify:

6 That I reported the deposition of CARLOS
A. HUERTA, commencing on Thursday, April 3, 2014,
7 at 9:19 a.m.

8 That prior to being examined, the
witness first duly swore or affirmed to testify to the
9 truth, the whole truth, and nothing but the truth; that
I thereafter transcribed my said shorthand notes into
10 typewriting and that the typewritten transcript is a
complete, true and accurate record of testimony
11 provided by the witness at said time.

12 I further certify (1) that I am not a
relative or employee of an attorney or counsel of any
13 of the parties, nor a relative or employee of any
attorney or counsel involved in said action, nor a
14 person financially interested in the action, and (2)
that pursuant to Rule 30(e), transcript review by the
15 witness was requested.

16 IN WITNESS WHEREOF, I have hereunto set
my hand in my office in the County of Clark, State of
17 Nevada, this 7th day of April, 2014.

18
19
20 MARY COX DANIEL, CCR 710, FAPR, RDR, CRR
21
22
23
24
25

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1 Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
2 Steven C. Anderson, NV Bar No. 11901
sanderson@lionelsawyer.com
3 LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
4 Las Vegas, Nevada 89101
Tel: (702) -383-8884; (702) 383-8845 (Fax)

5 *Attorneys for Defendants.*

6 Sig Rogich aka Sigmund Rogich as Trustee
of The Rogich Family Irrevocable Trust;
7 Eldorado Hills, LLC, a Nevada limited liability
company
8

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

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

15 Plaintiffs

16 v.

17 SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich, Family Irrevocable
18 Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES 1-X, and or
19 ROE CORPORATIONS 1-X, inclusive

20 Defendants

21 ELDORADO HILLS, LLC, a Nevada limited
liability company

22 Defendant/Counterclaimants

23 v.

24 CARLOS A. HUERTA, an individual,
CARLOS A. HUERTA as Trustee of THE
ALEXANDER CHRISTOPHER TRUST, a
25 Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
26 corporation

27 Plaintiffs/Counterdefendants
28

Exhibit No. A
Witness HUERTA-PNK
Date 4-3-14

MCD CCR# 710

Case No. A-13-686303-C
Department: XXVII

NOTICE OF TAKING DEPOSITION OF
NANYAH VEGAS, LLC'S PERSON(S)
MOST KNOWLEDGEABLE

Date: April 3, 2014
Time: 9:30 a.m.

**NOTICE OF TAKING DEPOSITIONS OF NANYAH VEGAS, LLC'S
PERSON(S) MOST KNOWLEDGEABLE**

TO: ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendants Sig Rogich as Trustee of The Rogich Family Irrevocable Trust and ELDORADO HILLS, LLC will take the deposition of Nanyah Vegas, LLC's Person(s) Most Knowledgeable, pursuant to the provisions of NRCP 30(b)(6), at the offices of Lionel Sawyer & Collins, located at 300 S. 4th Street, Suite 1700, Las Vegas, Nevada 89101, on April 3, 2014 at 9:30 a.m.

Pursuant to the provisions of NRCP 30(b)(6), Nanyah Vegas, LLC is required to produce one or more officers, directors, managing agents or other persons who have knowledge of the alleged unjust enrichment set forth in the Fourth Claim for Relief in the First Amended Complaint herein and who consent to testify on behalf of the Nanyah Vegas, LLC.

The said deposition will be conducted upon oral examination pursuant to Rule 26 of the Nevada Rules of Civil Procedure before a Notary Public or before some other officer authorized by the law to administer oaths. All parties are invited to attend and cross examine.

DATED this 14th day of March, 2014.

LIONEL SAWYER & COLLINS

By: 

Samuel S. Lionel
Nevada Bar No. 1766
Steven Anderson.
Nevada Bar No. 11901
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101

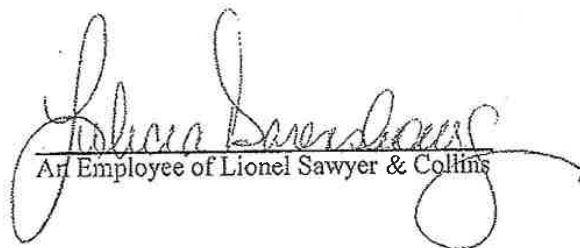
*Attorneys for Defendants, Sig Rogich aka Sigmund Rogich
as Trustee of The Rogich Family Irrevocable Trust;
Eldorado Hills, LLC.*

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14th day of March, 2014, I mailed a true and correct copy of the NOTICE OF TAKING THE DEPOSITION OF NANYAH VEGAS, LLC'S PERSON(S) MOST KNOWLEDGEABLE via U.S. First Class mail, postage prepaid to the following address:

Brandon McDonald, Esq.
McDonald Law Offices, PLLC
2505 Anthem Village Drive
Suite E-474
Henderson, NV 89052
Attorneys for Plaintiff


An Employee of Lionel Sawyer & Collins



1 **APEN (CIV)**

2 DENNIS L. KENNEDY

3 Nevada Bar No. 1462

JOSEPH A. LIEBMAN

4 Nevada Bar No. 10125

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

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

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

VOLUME 2 OF 2

CONSOLIDATED WITH:

Case No. A-16-746239-C

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VOLUME 2 OF 2

Exhibit No.	Document Description	Numbering Sequence
2-D	Canamex Nevada, LLC Articles of Organization	249-250
2-E	Canamex Nevada, LLC Statement of Accounts	251-252
2-F	Eldorado Hills, LLC Statement of Accounts	253-254
2-G	Go Global, LLC Statement of Accounts	255-256
2-H	Eldorado Hills General Ledger	257-284
2-I	Dec. 8, 2007 e-mail from Summer Rellamas to Harlap	285-286
2-J	Jan. 3, 2008 e-mail from Huerta to Harlap	287-288
2-K	Jan. 30, 2008 e-mail from Rellamas to Harlap	289-297
2-L	March 13, 2008 e-mail from Huerta to Harlap	298-301
2-M	April 12, 2008 e-mail from Rellamas to Harlap	302-305
2-N	April 3, 2011 letter from Canamex to Nanyah	306-308

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 2 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:

MARK G. SIMONS, ESQ. Email: mark@mgsimonslaw.com
SIMONS LAW, PC
6490 So. McCarran Blvd., #20 *Attorneys for Plaintiff*
Reno, NV 89509 NANYAH VEGAS, LLC

SAMUEL S. LIONEL, ESQ. Email: slionel@fclaw.com
FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400 *Attorneys for Defendant*
Las Vegas, NV 89101 SIG ROGICH aka SIGMUND
ROGICH, Individually and as
Trustee of THE ROGICH FAMILY
IRREVOCABLE TRUST, and
IMITATIONS, LLC

CHARLES E. ("CJ") BARNABI JR. Email: cj@cohenjohnson.com
COHEN JOHNSON PARKER
EDWARDS *Attorneys for Plaintiffs*
375 E. Warm Springs Road, Suite 104 CARLOS A. HUERTA,
Las Vegas, NV 89119 individually and as Trustee of THE
ALEXANDER CHRISTOPHER
TRUST, and GO GLOBAL, INC.

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

EXHIBIT 2-D

EXHIBIT 2-D



ROSS MILLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 6706
Website: secretaryofstate.biz

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20070818557-13 Filing Date and Time 12/03/2007 2:03 PM Entity Number E0821862007-6
--	--

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS 86)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited Liability Company: <i>(must contain approved limited liability company word for use instructions)</i>	Canamex Nevada, LLC			Check box if a Series Limited-Liability Company <input type="checkbox"/>
2. Resident Agent Name and Street Address: <i>(must be a Nevada address where process may be served)</i>	Summer Rollamas Name 3060 E. Post Rd., Suite 110 (MANDATORY) Physical Street Address Las Vegas Nevada 89120 City State Zip Code (OPTIONAL) Mailing Address City State Zip Code			
3. Dissolution Date: <i>(OPTIONAL: see instructions)</i>	Latest date upon which the company is to dissolve (if existence is not perpetual):			
4. Management:	Company shall be managed by <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Members <i>(check only one box)</i>			
5. Name and Address of each Manager or Managing Member: <i>(attach additional page if more than 3)</i>	Go Global Inc. Name 3060 E. Post Rd., Suite 110 Address Las Vegas NV 89120 City State Zip Code Name Address City State Zip Code Name Address City State Zip Code			
6. Name, Address and Signature of Organizer: <i>(attach additional page if more than 1)</i>	Carlos Huera for Go Global Inc. Name 3060 E. Post Rd., Suite 110 Address Las Vegas NV 89120 City State Zip Code Signature 			
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named limited-liability company. X Authorized Signature of R.A. or On Behalf of R.A. Company 12/3/07 Date			

This form must be accompanied by appropriate fees.

Nevada Secretary of State Form LLC-ART-2006
Revised 01/15/07



ROSS MILLER
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684 6708
Website: secretaryofstate.biz

Resident Agent Acceptance

General instructions for this form:

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Please print legibly or type; Black Ink Only
2. Complete all fields. Do not highlight.
3. Ensure that document is signed in signature field.

In the matter of CanaMax Nevada, LLC

(Name of business entity)

I, Summer Rollamas

(Name of resident agent)

hereby state that on 12/3/07 I accepted the appointment as resident agent
(Date)
for the above named business entity. The street address of the resident agent in this
state is as follows:

3060 E. Post Rd.,
(MANDATORY) Physical Street Address

110
Suite number

Las Vegas
City

NEVADA

89120
Zip Code

Optional: (address where mail will be sent)

(OPTIONAL) Additional Mailing Address

Suite number

City

State

Zip Code

Signature:

[Signature]
Authorized Signature of R.A. or On Behalf of R.A. Company

12/3/07
Date

Nevada Secretary of State R.A. Acceptance 2/07
Revised 01/01/07

250

PLTF00245

JA_002128

EXHIBIT 2-E

EXHIBIT 2-E



P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts

Page 1 of 2

This Statement: December 31, 2007

Last Statement: December 3, 2007

Primary Account 612030684

0017734 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0023 00002
CANAMEX NEVADA LLC
CARLOS HUERTA
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)



Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit www.nsbank.com for more information.

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Account Analysis Checking	612030684	\$3,000.00	

ACCOUNT ANALYSIS CHECKING 612030684

103 2

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
0.00	1,503,000.00	0.00	1,500,000.00	3,000.00

2 DEPOSITS/CREDITS

Date	Amount	Description
12/04	3,000.00	DEPOSIT 0770156578
12/06	1,500,000.00	WIRE/IN-200734000332;ORG YOAV HARLAP;OBI ATTN. MELISSA DEWIN 1501200037

0 CHARGES/DEBITS

There were no transactions this period.

1 CHECK PROCESSED

Number	Date	Amount
92	12/10	1,500,000.00

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	3,000.00	12/06	1,503,000.00	12/10	3,000.00



MEMBER FDIC

0017734 000000002 000031382

251
NAN_000392
JA_002130

NEVADA STATE BANK

ACCOUNT # 0612030684

This Statement:
December 31, 2007
PAGE 2 of 2

12-4-07
Carmel Nevada
NEVADA STATE BANK
Ref# 70156578 \$3000.00

NEVADA STATE BANK
Ref# 30141868 \$1500000.00 Ch# 092

EXHIBIT 2-F

EXHIBIT 2-F



P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts

Page 1 of 3

This Statement: December 31, 2007

Last Statement: November 30, 2007

Primary Account 612027920

0017727 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0023 00017
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)



SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612027920	\$12,217.62	

REMOTE DEPOSIT ANALYSIS CHECKING 612027920

145 17

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
5,203.51	1,715,000.00	1,450,493.39	257,492.50	12,217.62

4 DEPOSITS/CREDITS

Date	Amount	Description
12/07	1,500,000.00	Remote 00000056430000000449 6062893124
12/10	15,000.00	Remote 00000056430000000452 6063016914
12/21	175,000.00	Remote 00000056430000000462 6064063906
12/26	25,000.00	Remote 00000056430000000463 6064278690

2 CHARGES/DEBITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER TO DDA ***9199 ID: 342134719 1702601099
12/17	493.39	LAS VEGAS VALLEY WATER *****596 REF # 091000010223600 1102003900

13 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1143	12/04	3,333.00	1148	12/12	55.00	1152	12/28	168,287.67
1144	12/17	249.99	1149	12/17	399.96	1153	12/31	43,610.00
1145	12/14	921.38	1150	12/11	15,000.00	1154	12/31	100.00
1146	12/24	5,650.00	1151	12/11	15,000.00	1155	12/31	3,333.00
1147	12/21	1,552.50						

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	1,870.51	12/12	36,815.51	12/24	202,548.29
12/07	1,501,870.51	12/14	35,894.13	12/26	227,548.29
12/10	66,870.51	12/17	34,750.79	12/28	59,260.62
12/11	36,870.51	12/21	208,198.29	12/31	12,217.62



MEMBER FDIC

PLTF0032

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0017727 000000002 000031388



P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts

Page 1 of 1

This Statement: December 31, 2007

Last Statement: November 30, 2007

Primary Account 612029199

0017435 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0021 00000
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)



Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit www.nsbank.com for more information.

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Money Market Account - Business	612029199	\$33,142.57	

MONEY MARKET ACCOUNT - BUSINESS 612029199

942 0

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
2,373.22	1,450,779.35	10.00	1,420,000.00	33,142.57

2 DEPOSITS/CREDITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER FROM DDA ***7920 ID: 342134719 1702601098
12/31	779.35	INTEREST PAYMENT 0020688902

1 CHARGE/DEBIT

Date	Amount	Description
12/31	10.00	MAINTENANCE FEE

1 CHECK PROCESSED

Number	Date	Amount
0	12/14	1,420,000.00

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/10	1,452,373.22	12/14	32,373.22	12/31	33,142.57

INTEREST

Interest Earned This Interest Period	\$779.35	Number Of Days This Interest Period	31
Interest Paid Year-To-Date 2007	\$6,312.57	Annual Percentage Yield Earned	4.53%

Current interest rate is 4.33%

Interest rate changes this interest period:

Date	New Interest Rate
12/13	4.33%



MEMBER FDIC

PLTF0033

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0017435 000000001 000030894

JA_002134

EXHIBIT 2-G

EXHIBIT 2-G



P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts

Page 1 of 8

This Statement: December 31, 2007

Last Statement: November 30, 2007

Primary Account

0017865 02 AV 0.437 **AUTO T5 2 2202 89120-444935 02 NSB PG0023 00051
GO GLOBAL INC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)



SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612024471	\$679,565.01	

REMOTE DEPOSIT ANALYSIS CHECKING 612024471

145 51

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
33,081.67	1,525,638.45	9,762.72	869,392.39	679,565.01

6 DEPOSITS/CREDITS

Date	Amount	Description
12/07	5,106.44	Remote 00000056430000000448 6062887105
12/11	17.36	Remote 00000056430000000457 6063121587
12/11	14.65	Remote 00000056430000000458 6063143822
12/12	100,000.00	Remote 00000056430000000459 6063260782
12/14	1,420,000.00	DEPOSIT 0770185078
12/27	500.00	Remote 00000056430000000464 6064381734

6 CHARGES/DEBITS

Date	Amount	Description
12/07	109.97	MPOWER COMMUNICA MPOWER ***-***-861 REF # 122000036763197 1102023718
12/10	275.84	UNITED HEALTHCAR EDI PA 20071207004150 REF # 043000266093857 1102329436
12/14	6,710.98	IRS USATAXPYMT 270774800657011 REF # 061036010050248 1101734106
12/21	23.67	ANALYSIS SERVICE FEE
12/27	1,476.28	COUNTRYWIDE MORTGAGE *****49 REF # 021000026260264 1102020711
12/27	1,165.98	COUNTRYWIDE MORTGAGE *****29 REF # 021000026268565 1102020732

45 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
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1010	12/07	100.00	1011	12/07	100.00	1012	12/07	100.00
1013	12/07	100.00	1014	12/07	100.00	1015	12/07	100.00
1016	12/07	100.00	1017	12/07	100.00	1018	12/07	100.00
1019	12/07	100.00	1020	12/07	100.00	1021	12/07	100.00
1022	12/07	100.00	1023	12/07	100.00	1024	12/07	100.00
1025	12/07	100.00	1026	12/07	100.00	1027	12/07	100.00
1028	12/07	100.00	1029	12/07	100.00	1030	12/07	100.00
1031	12/07	100.00	1032	12/07	100.00	1033	12/07	100.00
1034	12/07	100.00	1035	12/07	100.00	1036	12/07	100.00
1037	12/07	100.00	1038	12/07	100.00	1039	12/07	100.00
1040	12/07	100.00	1041	12/07	100.00	1042	12/07	100.00
1043	12/07	100.00	1044	12/07	100.00	1045	12/07	100.00
1046	12/07	100.00	1047	12/07	100.00	1048	12/07	100.00
1049	12/07	100.00	1050	12/07	100.00	1051	12/07	100.00
1052	12/07	100.00	1053	12/07	100.00	1054	12/07	100.00
1055	12/07	100.00	1056	12/07	100.00	1057	12/07	100.00
1058	12/07	100.00	1059	12/07	100.00	1060	12/07	100.00
1061	12/07	100.00	1062	12/07	100.00	1063	12/07	100.00
1064	12/07	100.00	1065	12/07	100.00	1066	12/07	100.00
1067	12/07	100.00	1068	12/07	100.00	1069	12/07	100.00
1070	12/07	100.00	1071	12/07	100.00	1072	12/07	100.00
1073	12/07	100.00	1074	12/07	100.00	1075	12/07	100.00
1076	12/07	100.00	1077	12/07	100.00	1078	12/07	100.00
1079	12/07	100.00	1080	12/07	100.00	1081	12/07	100.00
1082	12/07	100.00	1083	12/07	100.00	1084	12/07	100.00
1085	12/07	100.00	1086	12/07	100.00	1087	12/07	100.00
1088	12/07	100.00	1089	12/07	100.00	1090	12/07	100.00
1091	12/07	100.00	1092	12/07	100.00	1093	12/07	100.00
1094	12/07	100.00	1095	12/07	100.00	1096	12/07	100.00
1097	12/07	100.00	1098	12/07	100.00	1099	12/07	100.00
1100	12/07	100.00	1101	12/07	100.00	1102	12/07	100.00
1103	12/07	100.00	1104	12/07	100.00	1105	12/07	100.00
1106	12/07	100.00	1107	12/07	100.00	1108	12/07	100.00
1109	12/07	100.00	1110	12/07	100.00	1111	12/07	100.00
1112	12/07	100.00	1113	12/07	100.00	1114	12/07	100.00
1115	12/07	100.00	1116	12/07	100.00	1117	12/07	100.00
1118	12/07	100.00	1119	12/07	100.00	1120	12/07	100.00
1121	12/07	100.00	1122	12/07	100.00	1123	12/07	100.00
1124	12/07	100.00	1125	12/07	100.00	1126	12/07	100.00
1127	12/07	100.00	1128	12/07	100.00	1129	12/07	100.00
1130	12/07	100.00	1131	12/07	100.00	1132	12/07	100.00
1133	12/07	100.00	1134	12/07	100.00	1135	12/07	100.00
1136	12/07	100.00	1137	12/07	100.00	1138	12/07	100.00
1139	12/07	100.00	1140	12/07	100.00	1141	12/07	100.00
1142	12/07	100.00	1143	12/07	100.00	1144	12/07	100.00
1145	12/07	100.00	1146	12/07	100.00	1147	12/07	100.00
1148	12/07	100.00	1149	12/07	100.00	1150	12/07	100.00
1151	12/07	100.00	1152	12/07	100.00	1153	12/07	100.00
1154	12/07	100.00	1155	12/07	100.00	1156	12/07	100.00
1157	12/07	100.00	1158	12/07	100.00	1159	12/07	100.00
1160	12/07	100.00	1161	12/07	100.00	1162	12/07	100.00
1163	12/07	100.00	1164	12/07	100.00	1165	12/07	100.00
1166	12/07	100.00	1167	12/07	100.00	1168	12/07	100.00
1169	12/07	100.00	1170	12/07	100.00	1171	12/07	100.00
1172	12/07	100.00	1173	12/07	100.00	1174	12/07	100.00
1175	12/07	100.00	1176	12/07	100.00	1177	12/07	100.00
1178	12/07	100.00	1179	12/07	100.00	1180	12/07	100.00
1181	12/07	100.00	1182	12/07	100.00	1183	12/07	100.00
1184	12/07	100.00	1185	12/07	100.00	1186	12/07	100.00
1187	12/07	100.00	1188	12/07	100.00	1189	12/07	100.00
1190	12/07	100.00	1191	12/07	100.00	1192	12/07	100.00
1193	12/07	100.00	1194	12/07	100.00	1195	12/07	100.00
1196	12/07	100.00	1197	12/07	100.00	1198	12/07	100.00
1199	12/07	100.00	1200	12/07	100.00	1201	12/07	100.00
1202	12/07	100.00	1203	12/07	100.00	1204	12/07	100.00
1205	12/07	100.00	1206	12/07	100.00	1207	12/07	100.00
1208	12/07	100.00	1209	12/07	100.00	1210	12/07	100.00
1211	12/07	100.00	1212	12/07	100.00	1213	12/07	100.00
1214	12/07	100.00	1215	12/07	100.00	1216	12/07	100.00
1217	12/07	100.00	1218	12/07	100.00	1219	12/07	100.00
1220	12/07	100.00	1221	12/07	100.00	1222	12/07	100.00
1223	12/07	100.00	1224	12/07	100.00	1225	12/07	100.00
1226	12/07	100.00	1227	12/07	100.00	1228	12/07	100.00
1229	12/07	100.00	1230	12/07	100.00	1231	12/07	100.00
1232	12/07	100.00	1233	12/07	100.00	1234	12/07	100.00
1235	12/07	100.00	1236	12/07	100.00	1237	12/07	100.00
1238	12/07	100.00	1239	12/07	100.00	1240	12/07	100.00
1241	12/07	100.00	1242	12/07	100.00	1243	12/07	100.00
1244	12/07	100.00	1245	12/07	100.00	1246	12/07	100.00
1247	12/07	100.00	1248	12/07	100.00	1249	12/07	100.00
1250	12/07	100.00	1251	12/07	100.00	1252	12/07	100.00
1253	12/07	100.00	1254	12/07	100.00	1255	12/07	100.00
1256	12/07	100.00	1257	12/07	100.00	1258	12/07	100.00
1259	12/07	100.00	1260	12/07	100.00	1261	12/07	100.00
1262	12/07	100.00	1263	12/07	100.00	1264	12/07	100.00
1265	12/07	100.00	1266	12/07	100.00	1267	12/07	100.00
1268	12/07	100.00	1269	12/07	100.00	1270	12/07	100.00
1271	12/07	100.00	1272	12/07	100.00	1273	12/07	100.00
1274	12/07	100.00	1275	12/07	100.00	1276	12/07	100.00
1277	12/07	100.00	1278	12/07	100.00	1279	12/07	100.00
1280	12/07	100.00	1281	12/07	100.00	1282	12/07	100.00
1283	12/07	100.00	1284	12/07	100.00	1285	12/07	100.00
1286	12/07	100.00	1287	12/07	100.00	1288	12/07	100.00
1289	12/07	100.00	1290	12/07	100.00	1291	12/07	100.00
1292	12/07	100.00	1293	12/07	100.00	1294	12/07	100.00
1295	12/07	100.00	1296	12/07	100.00	1297	12/07	100.00
1298	12/07	100.00	1299	12/07	100.00	1300	12/07	100.00
1301	12/07	100.00	1302	12/07	100.00	1303	12/07	100.00
1304	12/07	100.00	1305	12/07	100.00	1306	12/07	100.00
1307	12/07	100.00	1308	12/07	100.00	1309	12/07	100.00
1310	12/07	100.00	1311	12/07	100.00	1312	12/07	100.00
1313	12/07	100.00	1314	12/07	100.00	1315	12/07	100.00
1316	12/07	100.00	1317	12/07	100.00	1318	12/07	100.00
1319	12/07	100.00	1320	12/07	100.00	1321	12/07	100.00
1322	12/07	100.00	1323	12/07	100.00	1324	12/07	100.00
1325	12/07	100.00	1326					

NEVADA STATE BANK

ACCOUNT # [REDACTED]

This Statement:
December 31, 2007
PAGE 3 of 8

Net Deposit Credit

Ref# 62887105 \$5106.44

Net Deposit Credit

Ref# 63121587 \$17.36

Net Deposit Credit

Ref# 63143822 \$14.65

Net Deposit Credit

Ref# 63260782 \$100000.00

NSB		CHECKING ACCOUNT CREDIT		CHECKING ACCOUNT NUMBER	
NEVADA STATE BANK				612024471	
Your account has been credited as follows:					
per credit request from Carlos					
Hacienda transfer from 612024471					
Date 12/14/07					
Amount \$1,420,000.00					
GO Global					
		COST CTR		4E441	
61224007790		0612024471		61202447000000	

Ref# 70185078 \$1420000.00

Net Deposit Credit

Ref# 64381734 \$500.00

JA_002137
256

EXHIBIT 2-H

EXHIBIT 2-H

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Undeposited Funds-Holding								0.00
	Deposit	09/30/2008		Desert Lake Country Club	10% of Gross for June-08 Rent	Rental Income	5,020.00	5,020.00
	Deposit	10/01/2008	1701	Desert Lakes Holdings LLC	10% of Gross for June-2008 Rent	NSB Checking	-5,020.00	0.00
Total Undeposited Funds-Holding							0.00	0.00
Pulaski Bank MMA								0.00
	Transfer	05/09/2008			FDIC took over ANB Financial on 5/9/08	ANB Money Market	607,510.78	607,510.78
	Transfer	05/10/2008			FDIC pass with hold (to credit to loan later)	ANB Financial Loan	-508,003.60	99,507.18
	Deposit	05/31/2008		Pulaski Bank	Deposit	Interest Income	643.90	100,151.08
	Deposit	06/16/2008		Pulaski Bank	FDIC Insured \$ + interest from ANB Closure	NSB Checking	-100,151.08	0.00
	Deposit	06/30/2008			Interest	Interest Income	112.73	112.73
	Check	08/25/2008			Service Charge	Bank Service Charge	-15.00	97.73
	Check	09/25/2008			Service Charge	Bank Service Charge	-15.00	82.73
	Check	10/25/2008			Service Charge	Bank Service Charge	-15.00	67.73
	Check	11/25/2008			Service Charge	Bank Service Charge	-15.00	52.73
Total Pulaski Bank MMA							52.73	52.73
ANB Money Market								0.00
	General Journal	05/29/2007			ANB Financial Refinance	Closing Costs	750,000.00	750,000.00
	Deposit	05/31/2007			Interest	Interest Income	612.43	750,612.43
	Deposit	06/30/2007			Interest	Interest Income	2,574.84	753,187.27
	Deposit	07/31/2007			Interest	Interest Income	2,940.24	756,127.51
	Deposit	08/31/2007			Interest	Interest Income	3,480.30	759,607.81
	Deposit	09/30/2007			Interest	Interest Income	3,278.51	762,886.32
	Deposit	10/31/2007			Interest	Interest Income	3,077.01	765,963.33
	Deposit	11/30/2007			Interest	Interest Income	3,089.81	769,053.14
	Deposit	12/31/2007			Interest	Interest Income	3,205.69	772,258.83
	Check	01/25/2008		ANB Financial	Jan-08 Interest Pymt	Mortgage	-173,897.26	598,361.57
	Deposit	01/31/2008			Interest	Interest Income	3,031.99	601,393.56
	Deposit	02/29/2008			Interest	Interest Income	2,345.09	603,738.65
	Deposit	03/31/2008			Interest	Interest Income	2,031.18	605,769.83
	Deposit	04/30/2008			Interest	Interest Income	1,740.95	607,510.78
	Transfer	05/09/2008			FDIC took over ANB Financial on 5/9/08	Pulaski Bank MMA	-607,510.78	0.00
Total ANB Money Market							0.00	0.00
NSB Checking								0.00
	Deposit	08/10/2006		Go Global, Inc.	CC to open new NSB checking account	Capital	10,000.00	10,000.00
	Bill Pmt -Check	08/17/2006	1003	OGI Environmental, LLC		Accounts Payable	-10,950.00	-950.00
	Bill Pmt -Check	08/17/2006	1001	Secretary of State	Annual Manager/Member Filing	Accounts Payable	-125.00	-1,075.00
	Bill Pmt -Check	08/17/2006	1002	Slater Hanifan Group		Accounts Payable	-4,495.00	-5,570.00
	Deposit	08/18/2006		Go Global, Inc.	CC to cover expenses	Capital	15,000.00	9,430.00
	Deposit	08/30/2006		Jared Smith	Initial Investment	Contributions	50,000.00	59,430.00
	Deposit	09/06/2006		Go Global, Inc.	CC to cover expenses	Contributions	30,000.00	89,430.00
	Bill Pmt -Check	09/06/2006	1004	Mercury LDO		Accounts Payable	-22.92	89,407.08
	Bill Pmt -Check	09/06/2006	1006	Rietz Consulting Inc.		Accounts Payable	-29,875.00	59,532.08
	Bill Pmt -Check	09/06/2006	1005	WRG Design Inc.		Accounts Payable	-4,500.00	55,032.08
	Bill Pmt -Check	09/06/2006	1007	Slater Hanifan Group		Accounts Payable	-5,272.50	49,759.58
	Deposit	09/11/2006		Craig Dunlap	Initial Investment	Contributions	50,000.00	99,759.58
	Deposit	09/12/2006		D&D Properties, LLC	Initial Investment	Capital	2,500,000.00	2,599,759.58
	Deposit	09/12/2006		Robert Ray	Loan till 01/07 @ 20% per annum	Due (to) from Robert Ray	500,000.00	3,099,759.58
	Deposit	09/12/2006		The Rogich Family 2004 Irrevocable Tru	CC for closing	Contributions	600,000.00	3,699,759.58

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	09/12/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	3,699,749.58
Check	09/12/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	3,699,739.58
Deposit	09/13/2006		Eric Rietz	Initial Investment	Contributions	20,000.00	3,719,739.58
Deposit	09/13/2006		Go Global, Inc.	Temp Loan via Pecan Street Plaza	Due (to) from PSP	600,000.00	4,319,739.58
Deposit	09/13/2006		Go Global, Inc.	Advance from GG NSB LOC for closing	Contributions	850,000.00	5,169,739.58
Deposit	09/14/2006		Pecan Street Plaza, LLC	Temp Loan	Due (to) from PSP	40,000.00	5,209,739.58
Check	09/14/2006		Nevada Title	Closing Funds	Deposits for Closing	-30,000.00	5,179,739.58
Check	09/14/2006		Nevada Title	Closing Funds	Deposits for Closing	-5,150,000.00	29,739.58
Deposit	09/14/2006		Nevada State Bank	Reverse Wire Fee	Bank Service Charge	25.00	29,764.58
Check	09/14/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	29,739.58
Deposit	09/25/2006		Nevada Title	Buyer Refund	Boulder Property	10,370.10	40,109.68
Bill Pmt -Check	09/28/2006	1008	Slater Hanifan Group		Accounts Payable	-6,800.00	33,309.68
Check	10/09/2006	1009	Secretary of State	Certificate of Good Standing	Business Licenses & Fees	-50.00	33,259.68
Deposit	10/24/2006		Go Global, Inc.	Yomi, LLC contribution for Antonio Nevada, LLC	Capital	500,000.00	533,259.68
Check	10/24/2006	1010	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Interest Expense	-178,750.00	354,509.68
Check	11/01/2006	1011	Bureau of Land Management	Transfer of Right of Way Grant	Engineering Expense	-100.00	354,409.68
Check	11/15/2006	1012	Orgill Singer	Policy # 2006 GL	Liability	-2,946.81	351,462.87
Bill Pmt -Check	11/30/2006	1013	Alliance Mortgage		Accounts Payable	-178,750.00	172,712.87
Bill Pmt -Check	12/05/2006	1014	Mercury LDO		Accounts Payable	-5.39	172,707.48
Bill Pmt -Check	12/05/2006	1016	Redneck Enterprises, LLC		Accounts Payable	-525.00	172,182.48
Bill Pmt -Check	12/05/2006	1015	Slater Hanifan Group		Accounts Payable	-6,605.00	165,577.48
Deposit	12/21/2006		Go Global, Inc.	CC: Cover Alliance Interest Payment	Contributions	20,000.00	185,577.48
Check	12/21/2006	1017	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Interest Expense	-178,750.00	6,827.48
Deposit	12/28/2006		Realized Gains, LLC	Temp Loan from Realized Gains, LLC	Due (to) from Realized Gains	100,000.00	106,827.48
Check	12/29/2006		Desert Lake Country Club		Gun Club Inventory	-100,000.00	6,827.48
Check	01/03/2007	1018	Jared Smith	RE: 12/27/06 Staff Expense Report	Due (to) from Jared Smith	-233.93	6,593.55
Check	01/09/2007	1019	County Clerk	VOID: Fictitious Firm Name Filing	Business Licenses & Fees	0.00	6,593.55
Check	01/09/2007	1020	Wayne Collier	VOID: RE: 1/2 of tire costs	Due (to) from Desert Lakes Hldg	0.00	6,593.55
Check	01/10/2007	1021	Wayne Collier	RE: 1/2 of tire costs	Due (to) from Desert Lakes Hldg	-187.36	6,406.19
Check	01/12/2007	1024	Desert Lakes Holdings, LLC	Opening Deposit for New Checking	Due (to) from Desert Lakes Hldg	-2,500.00	3,906.19
Check	01/12/2007	1022	Eddyline Investments, LLC	Temp Loan to cover opening of new account	Due (to) from Jared Smith	-100.00	3,806.19
Deposit	01/16/2007		Go Global, Inc.	CC: Payback RG loan	Contributions	50,000.00	53,806.19
Check	01/16/2007	1025	Realized Gains, LLC	Partial payback for 12/28/06 loan	Due (to) from Realized Gains	-50,000.00	3,806.19
Check	01/18/2007	1026	Jared Smith	RE: 1/18/07 Staff Expense Report	Due (to) from Jared Smith	-588.50	3,217.69
Check	01/18/2007	1027	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hldg	-2,500.00	717.69
Check	01/18/2007	1028	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings, LLC	Due (to) from Desert Lakes Hldg	-125.00	592.69
Check	01/24/2007	1029	Secretary of State	Desert Lakes Holdings Amendment to AOG	Due (to) from Desert Lakes Hldg	-175.00	417.69
Check	01/25/2007	1030	Fiocchi Ammunition	Ammo Order	Due (to) from Desert Lakes Hldg	-8,696.30	-8,278.61
Deposit	01/26/2007		Eddyline Investments, LLC	Capital Contribution	Contributions	50,000.00	41,721.39
Check	01/30/2007	1031	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hldg	-20,000.00	21,721.39
Check	01/30/2007	1032	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hldg	-20,000.00	1,721.39
Deposit	01/31/2007		Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Pymts	Contributions	120,000.00	121,721.39
Check	01/31/2007	1033	Realized Gains, LLC	Payback 12/28/06 loan	Due (to) from Realized Gains	-50,000.00	71,721.39
Check	01/31/2007	1034	Pecan Street Plaza, LLC	Payoff 9/14/06 loan & portion of 9/13/06 loan	Due (to) from PSP	-65,000.00	6,721.39
Bill Pmt -Check	02/05/2007	1035	Mercury LDO		Accounts Payable	-5.39	6,716.00
Check	02/05/2007	1036	Able Lock & Alarm	Inv# 15117 for Dup Keys	Due (to) from Desert Lakes Hldg	-240.62	6,475.38
Deposit	02/05/2007		Orgill Singer	Refund to Client	Liability	13.71	6,489.09
Check	02/06/2007	1037	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,750.00	-172,260.91
Deposit	02/07/2007		The Rogich Family 2004 Irrevocable Tru CC to cover Alliance Interest Payments		Contributions	178,750.00	6,489.09
Deposit	03/05/2007		The Rogich Family 2004 Irrevocable Tru CC to cover Alliance Interest Payments		Contributions	178,750.00	185,239.09
Check	03/05/2007	1038	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,750.00	6,489.09

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	03/06/2007		Go Global, Inc.	CC: Cover Appraisal Fee	Contributions	5,000.00	11,489.09
Check	03/08/2007			Service Charge	Bank Service Charge	-31.11	11,457.98
Check	03/15/2007	1039	ANB Financial		Appraisal Fees	-7,500.00	3,957.98
Bill Pmt -Check	03/19/2007	1040	Mercury LDO		Accounts Payable	-13.58	3,944.40
Bill Pmt -Check	03/26/2007	1041	Mercury LDO		Accounts Payable	-23.27	3,921.13
Check	03/26/2007	1042	Pecan Street Plaza, LLC	Partial Loan Payment	Due (to) from PSP	-1,000.00	2,921.13
Deposit	03/30/2007			Deposit	Undeposited Funds	17,625.00	20,546.13
Deposit	03/30/2007		Desert Lakes Holdings, LLC	1/2 of personal property tax from PMC via DLH	Personal Property	734.02	21,280.15
Deposit	04/06/2007		The Rogich Family 2004 Irrevocable Tru	CC to cover 1/2 of Alliance Interest Pymt	Contributions	89,375.00	110,655.15
Check	04/06/2007	1043	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,750.00	-68,094.85
Deposit	04/06/2007		Go Global, Inc.	CC to cover 1/2 of Alliance Interest Pymt	Contributions	90,000.00	21,905.15
Check	04/09/2007			Service Charge	Bank Service Charge	-1.10	21,904.05
Check	04/11/2007	1044	Clark County Assessor		Personal Property	-1,616.60	20,287.45
Check	04/24/2007	1045	Go Global, Inc.	Payoff previous loans	Due (to) from Go Global	-493.76	19,793.69
Check	04/24/2007	1046	LVVWD		Water	-219.16	19,574.53
Check	04/24/2007	1047	Pro-Flame Gas		Gas & Electric	-1,578.77	17,995.76
Bill Pmt -Check	04/24/2007	1049	Kimley-Horn and Associates Inc.		Accounts Payable	-5,554.50	12,441.26
Bill Pmt -Check	04/24/2007	1048	Mercury LDO		Accounts Payable	-105.97	12,335.29
Check	04/24/2007	1050	Integrity Engineering	Shared engineering expense Inv# 73-101-05	Due (to) from CanaMex Nevada	-2,539.52	9,795.77
Deposit	04/25/2007			Deposit	Undeposited Funds	10,500.00	20,295.77
Deposit	04/30/2007		Go Global, Inc.	CC: To cover interest expense	Contributions	240,000.00	260,295.77
Check	04/30/2007	1051	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,500.00	81,795.77
Bill Pmt -Check	04/30/2007	1053	OGI Environmental, LLC		Accounts Payable	-550.00	81,245.77
Bill Pmt -Check	04/30/2007	1052	Rietz Consulting Inc.		Accounts Payable	-59,500.00	21,745.77
Check	05/14/2007	1054	Summer Rellamas	RE: Staff Expense Report 5/14/07	Due (to) from Summer Rellamas	-49.75	21,696.02
Deposit	05/15/2007		Go Global, Inc.	CC: Cover Robert Ray Payback	Contributions	285,000.00	306,696.02
Check	05/15/2007	1055	Robert Ray	Payoff 9/12/06 loan	-SPLIT-	-283,561.60	23,134.42
Check	05/15/2007	1056	Alliance Mortgage	Remainder of May Interest Payment (paid only \$178,500)	Mortgage	-250.00	22,884.42
Deposit	05/15/2007		Go Global, Inc.	CC: Cover PSP Payment	Contributions	10,000.00	32,884.42
Check	05/15/2007	1057	Pecan Street Plaza, LLC	Partial Loan Payment	Due (to) from PSP	-15,000.00	17,884.42
Bill Pmt -Check	05/15/2007	1058	LVVWD		Accounts Payable	-526.62	17,357.80
Bill Pmt -Check	05/15/2007	1060	Nevada Power		Accounts Payable	-370.64	16,987.16
Bill Pmt -Check	05/15/2007	1059	Pro-Flame Gas	VOID:	Accounts Payable	0.00	16,987.16
Bill Pmt -Check	05/15/2007	1061	Nevada Power		Accounts Payable	-171.63	16,815.53
Bill Pmt -Check	05/17/2007	1063	IV Division of Environmental Protection		Accounts Payable	-300.00	16,515.53
Check	05/17/2007	1062	Clark County	Preapplication submittal for non conforming zone change	Engineering Expense	-500.00	16,015.53
Bill Pmt -Check	05/21/2007	1065	Desert Lake Shooting Club		Accounts Payable	-283.00	15,732.53
Bill Pmt -Check	05/21/2007	1064	LL Bradford & Company, LLC		Accounts Payable	-1,350.00	14,382.53
Check	05/22/2007	1066	Pecan Street Plaza, LLC	Partial Loan Payment	Due (to) from PSP	-5,000.00	9,382.53
Deposit	05/23/2007		The Rogich Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payment	Contributions	178,750.00	188,132.53
Bill Pmt -Check	05/24/2007	1067	Kimley-Horn and Associates Inc.		Accounts Payable	-2,572.68	185,559.85
Deposit	05/24/2007		Go Global, Inc.	CC: Cover PSP Pymt	Contributions	5,000.00	190,559.85
Check	05/24/2007	1068	Pecan Street Plaza, LLC	Partial Loan Payment	Due (to) from PSP	-5,000.00	185,559.85
General Journal	05/29/2007			ANB Financial Refinance	Closing Costs	2,818,715.18	3,004,275.03
Bill Pmt -Check	06/12/2007	1077	LVVWD		Accounts Payable	-6,534.74	2,997,740.29
Bill Pmt -Check	06/12/2007	1078	Slater Hanifan Group		Accounts Payable	-7,020.00	2,990,720.29
Check	06/14/2007	1079	he Rogich Family 2004 Irrevocable Tru	Capital Distribution	Distributions	-200,000.00	2,790,720.29
Check	06/14/2007	1080	Go Global, Inc.	Capital Distribution	Distributions	-200,000.00	2,590,720.29
Check	06/14/2007	1081	Pecan Street Plaza, LLC	Loan Payoff (Deposit accidentally to MTC)	Uncategorized Expense	-549,000.00	2,041,720.29
Check	06/14/2007	1082	Pecan Street Plaza, LLC	Loan Payoff	Due (to) from PSP	-549,000.00	1,492,720.29
Deposit	06/14/2007		Mt. Charleston View, LLC	Payback for 6/14/07 check 1081 deposit error	Uncategorized Expense	549,000.00	2,041,720.29

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	06/18/2007	EFT	Nevada Power		Accounts Payable	-1,082.29	2,040,638.00
Check	06/19/2007	1083	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	1,866,740.74
Deposit	06/22/2007		LVVWD	Refund of credit balance on Eldorado Cartridge Corp Pyn	Water	269.84	1,867,010.58
Check	06/26/2007	1084	Go Global, Inc.	Temp Loan	Due (to) from Go Global	-270,000.00	1,597,010.58
Transfer	06/27/2007			Xfer to Money Market Account	NSB Money Market	-1,300,000.00	297,010.58
Check	06/27/2007	1085	Go Global, Inc.	Temp Loan	Due (to) from Go Global	-200,000.00	97,010.58
Deposit	06/27/2007		Nevada Water	Deposit	Undeposited Funds	22,500.00	119,510.58
Deposit	07/03/2007		Go Global, Inc.	Payback overpayment of loan for 9/12/06 corrected trans	Due (to) from Go Global	275.00	119,785.58
Bill Pmt -Check	07/10/2007	1086	Allstate Fire Equipment		Accounts Payable	-1,684.88	118,100.70
Check	07/12/2007	1087	Bryan Steed	Repairs & Painting on Warehouse	Repairs	-3,000.00	115,100.70
Bill Pmt -Check	07/13/2007	1089	Boyd Consulting, LLC		Accounts Payable	-2,000.00	113,100.70
Bill Pmt -Check	07/13/2007	1090	Kimley-Horn and Associates Inc.		Accounts Payable	-25,240.95	87,859.75
Bill Pmt -Check	07/13/2007	1091	Slater Hanifan Group		Accounts Payable	-2,670.00	85,189.75
Bill Pmt -Check	07/13/2007	EFT	LVVWD		Accounts Payable	-371.42	84,818.33
Check	07/13/2007	1088	Summer Rellamas	RE: 7/13/07 Staff Expense Report	Due (to) from Summer Rellamas	-41.00	84,777.33
Bill Pmt -Check	07/16/2007	1092	Rietz Consulting Inc.		Accounts Payable	-55,500.00	29,277.33
Check	07/17/2007	0091	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	300,000.00	329,277.33
Check	07/17/2007	1093	Jared Smith	RE: Ahern Rental & Reconcile Due to Balance	Due (to) from Jared Smith	-936.47	328,340.86
Check	07/17/2007	1094	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-168,287.67	160,053.19
Bill Pmt -Check	07/17/2007	1095	Sierra Agency, LLC		Accounts Payable	-65,000.00	95,053.19
Check	07/17/2007	1096	Go Global, Inc.	Payback for FedEx charge on GG Amex	Due (to) from Go Global	-17.55	95,035.64
Bill Pmt -Check	07/18/2007	EFT	Nevada Power		Accounts Payable	-1,404.40	93,631.24
Bill Pmt -Check	07/25/2007	1100	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12,420.25	81,210.99
Bill Pmt -Check	07/25/2007	1098	Kimley-Horn and Associates Inc.		Accounts Payable	-13,031.51	68,179.48
Bill Pmt -Check	07/25/2007	1097	Slater Hanifan Group		Accounts Payable	-2,467.50	65,711.98
Check	07/25/2007	1099	Secretary of State	Annual Manager List Filing	Business Licenses & Fees	-125.00	65,586.98
Check	08/09/2007	1101	Bryan Steed	Painting of Warehouse	Repairs	-13,700.00	51,886.98
Check	08/09/2007	1102	Remington Financial Group, Inc.	Deposit for Loan Origination Fee	Loan Fees	-7,500.00	44,386.98
Bill Pmt -Check	08/11/2007	1104	Mercury LDO		Accounts Payable	-5.39	44,381.59
Bill Pmt -Check	08/11/2007	1106	Nevada Power		Accounts Payable	-2,441.81	41,939.78
Bill Pmt -Check	08/11/2007	1103	OGI Environmental, LLC		Accounts Payable	-1,631.15	40,308.63
Bill Pmt -Check	08/11/2007	1105	WRG Design Inc.		Accounts Payable	-2,500.00	37,808.63
Check	08/14/2007	0093	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	160,000.00	197,808.63
Check	08/14/2007	1107	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	23,911.37
Check	08/17/2007	1108	Secretary of State	AOG & Initial List for Eldorado II	Business Licenses & Fees	-200.00	23,711.37
Check	08/17/2007	1109	Nevada Department of Taxation	NV Business License for Eldorado II, LLC	Business Licenses & Fees	-100.00	23,611.37
Check	08/17/2007	1110	Nevada Department of Taxation	NV Business License for Eldorado Hills, LLC	Business Licenses & Fees	-100.00	23,511.37
Bill Pmt -Check	08/20/2007	EFT	LVVWD		Accounts Payable	-833.91	22,677.46
Deposit	08/20/2007		Go Global, Inc.	Interest Payment on \$400K loan	Go Global Loan @ 8.25%	2,841.67	25,519.13
Bill Pmt -Check	09/05/2007	1115	Kent Anderson		Accounts Payable	-5,250.00	20,269.13
Bill Pmt -Check	09/05/2007	1112	Kimley-Horn and Associates Inc.		Accounts Payable	-6,283.64	13,985.49
Bill Pmt -Check	09/05/2007	1113	Mercury LDO		Accounts Payable	-20.36	13,965.13
Bill Pmt -Check	09/05/2007	1111	Slater Hanifan Group		Accounts Payable	-16,185.00	-2,219.87
Bill Pmt -Check	09/05/2007	1114	Stripe-A-Lot		Accounts Payable	-5,604.47	-7,824.34
Check	09/07/2007	0094	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	197,000.00	189,175.66
Bill Pmt -Check	09/17/2007	EFT	Nevada Power		Accounts Payable	-1,808.96	187,366.70
Bill Pmt -Check	09/18/2007	EFT	LVVWD		Accounts Payable	-563.79	186,802.91
Check	09/19/2007	1116	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	12,905.65
Check	09/19/2007	1117	State of Nevada AR Payments	Business License Fee for 2006, Notice# 07000754377	Business Licenses & Fees	-100.00	12,805.65
Check	09/19/2007	1118	Jared Smith	RE: Ahern Rental for Warehouse Clean Up	Due (to) from Jared Smith	-932.37	11,873.28
Deposit	09/19/2007		Go Global, Inc.	CC to cover Antonio Nevada Payment	Contributions	2,230,000.00	2,241,873.28

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	09/20/2007		Antonio Nevada, LLC		Distributions	-2,230,000.00	11,873.28
Check	09/20/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	11,848.28
Deposit	09/21/2007		The Rogich Family 2004 Irrevocable Tru	CC Cover Antonio Nevada Payment	Contributions	778,000.00	789,848.28
Check	09/21/2007		Antonio Nevada, LLC		Distributions	-770,000.00	19,848.28
Deposit	09/21/2007		Nevada State Bank	Reverse Wire Fee	Bank Service Charge	25.00	19,873.28
Check	09/21/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	19,848.28
Check	09/21/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	19,838.28
Bill Pmt -Check	09/24/2007	1120	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12,420.25	7,418.03
Bill Pmt -Check	09/24/2007	1119	Kimley-Horn and Associates Inc.		Accounts Payable	-2,386.88	5,031.15
Check	10/03/2007	1121	Smith Consulting Inc.	Consulting Fee Sept-07	Consulting	-3,333.00	1,698.15
Bill Pmt -Check	10/05/2007	1122	Owens Geotechnical, Inc.		Accounts Payable	-2,400.00	-701.85
Bill Pmt -Check	10/05/2007	1123	Slater Hanifan Group		Accounts Payable	-8,707.50	-9,409.35
Bill Pmt -Check	10/05/2007	1124	State of Nevada AR Payments		Accounts Payable	-100.00	-9,509.35
Bill Pmt -Check	10/05/2007	1125	WRG Design Inc.		Accounts Payable	-1,350.00	-10,859.35
Check	10/05/2007	1001	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	200,000.00	189,140.65
Bill Pmt -Check	10/10/2007	1126	Mercury LDO		Accounts Payable	-116.37	189,024.28
Bill Pmt -Check	10/17/2007	EFT	Nevada Power		Accounts Payable	-1,622.77	187,401.51
Bill Pmt -Check	10/18/2007	1128	Applied Analysis		Accounts Payable	-9,225.00	178,176.51
Check	10/18/2007	1127	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-168,287.67	9,888.84
Check	10/18/2007	1129	Jacob Feingold	VOID: RE: Continental Flight to LV for Investor Presentat	Travel	0.00	9,888.84
Bill Pmt -Check	10/22/2007	EFT	LVVWD		Accounts Payable	-636.72	9,252.12
Deposit	10/24/2007			Deposit	Undeposited Funds	1,600.00	10,852.12
Check	10/24/2007	1130	D&D Properties, LLC	RE: Continental Flight to LV for Taavura Investor Present	Travel	-5,471.00	5,381.12
Bill Pmt -Check	10/25/2007	1132	Boulder Disposal Inc.		Accounts Payable	-749.97	4,631.15
Bill Pmt -Check	10/25/2007	1133	Pro-Flame Gas		Accounts Payable	-64.65	4,566.50
Check	10/25/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	8,000.00	12,566.50
Check	10/25/2007	1131	Clark County	NCZ Submittal Fee	Engineering Expense	-5,150.00	7,416.50
Bill Pmt -Check	10/31/2007	1134	Kimley-Horn and Associates Inc.		Accounts Payable	-900.26	6,516.24
Bill Pmt -Check	10/31/2007	1135	Slater Hanifan Group		Accounts Payable	-23,002.50	-16,486.26
Check	10/31/2007	1136	Smith Consulting Inc.	Consulting Fee Oct-07	Consulting	-3,333.00	-19,819.26
Check	10/31/2007	1138	Bryan Steed	Painting of Warehouse & Water Tower	Consulting	-3,333.00	-23,152.26
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Money Market	20,000.00	-3,152.26
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Money Market	5,000.00	1,847.74
Check	11/02/2007	1137	Slater Hanifan Group	Balance for NCZ Clark County Submittal Fee	Engineering Expense	-325.00	1,522.74
Check	11/05/2007	1139	Orgill Singer	Policy # 2007 GL	Liability	-2,933.10	-1,410.36
Bill Pmt -Check	11/09/2007	1140	Boulder Disposal Inc.		Accounts Payable	-499.98	-1,910.34
Check	11/09/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	5,000.00	3,089.66
Bill Pmt -Check	11/16/2007	EFT	Nevada Power		Accounts Payable	-1,420.50	1,669.16
Deposit	11/16/2007		Go Global, Inc.	Loan to cover Nov ANB Interest Pymt	Contributions	174,000.00	175,669.16
Check	11/16/2007	1141	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	1,771.90
Bill Pmt -Check	11/16/2007	1142	Boyd Consulting, LLC	Client Meetings Oct 4, 9,10,19	Accounts Payable	-500.00	1,271.90
Bill Pmt -Check	11/19/2007	EFT	LVVWD		Accounts Payable	-1,868.39	-596.49
Deposit	11/21/2007		Bentwood Gunsmithing	Deposit	Undeposited Funds	800.00	203.51
Deposit	11/30/2007		Go Global, Inc.	CC: Cover Expenses	Contributions	5,000.00	5,203.51
Check	11/30/2007	1143	Smith Consulting Inc.	Consulting Fee Nov-07	Consulting	-3,333.00	1,870.51
Deposit	12/07/2007		CanaMex Nevada, LLC	Investment into Eldorado Hills via CanaMex Nevada LLC	Due (to) from CanaMex Nevada	1,500,000.00	1,501,870.51
Check	12/08/2007		Eldorado Hills, LLC	Online Xfer	NSB Money Market	-1,450,000.00	51,870.51
Bill Pmt -Check	12/10/2007	1146	Applied Analysis		Accounts Payable	-5,650.00	46,220.51
Bill Pmt -Check	12/10/2007	1144	Boulder Disposal Inc.		Accounts Payable	-249.99	45,970.52
Bill Pmt -Check	12/10/2007	1145	Kimley-Horn and Associates Inc.		Accounts Payable	-921.38	45,049.14
Bill Pmt -Check	12/10/2007	1147	Slater Hanifan Group		Accounts Payable	-1,552.50	43,496.64

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	12/10/2007	1148	Rietz Consulting Inc.	RE: Planning Commission Lunch Meeting	Due (to) from Rietz Consulting	-55.00	43,441.64
Check	12/10/2007	1149	Daniel DeArmas	RE: 12/5/07 & 11/28/07 Staff Expense Report	Due (to) from Dan DeArmas	-399.96	43,041.68
Check	12/10/2007	1150	Mt. Charleston View, LLC	Rent for 2007 (Error check s/be to HPCH)	Rent	-15,000.00	28,041.68
Deposit	12/10/2007		Mt. Charleston View, LLC	Payback 12/10/07 deposit error for check# 1150	Rent	15,000.00	43,041.68
Check	12/10/2007	1151	HPCH, LLC	Rent for 2007	Rent	-15,000.00	28,041.68
Deposit	12/21/2007		Go Global, Inc.	CC: Cover ANB Interest Payment	Contributions	175,000.00	203,041.68
Check	12/21/2007	1152	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-168,287.67	34,754.01
Bill Pmt -Check	12/24/2007	EFT	LVVWD		Accounts Payable	-493.39	34,260.62
Deposit	12/26/2007		Go Global, Inc.	CC: Cover Engineering Expenses	Contributions	25,000.00	59,260.62
Bill Pmt -Check	12/26/2007	1153	Owens Geotechnical, Inc.		Accounts Payable	-43,610.00	15,650.62
Bill Pmt -Check	12/26/2007	1154	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Period Endir	Accounts Payable	-100.00	15,550.62
Check	12/26/2007	1155	Smith Consulting Inc.	Consulting Fee Dec-07	Consulting	-3,333.00	12,217.62
Bill Pmt -Check	01/07/2008	EFT	Nevada Power		Accounts Payable	-1,243.33	10,974.29
Deposit	01/09/2008			Deposit	Undeposited Funds	800.00	11,774.29
Bill Pmt -Check	01/10/2008	1156	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12,420.05	-645.76
Check	01/10/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	3,142.57	2,496.81
Deposit	01/10/2008		Go Global, Inc.	Loan to cover expenses	Contributions	20,000.00	22,496.81
Bill Pmt -Check	01/11/2008		Mabo International	Wire Transfer	Accounts Payable	-7,996.50	14,500.31
Bill Pmt -Check	01/15/2008	1157	RUSHOURGRAFFIC		Accounts Payable	-1,300.00	13,200.31
Bill Pmt -Check	01/17/2008	EFT	LVVWD		Accounts Payable	-462.09	12,738.22
Bill Pmt -Check	01/25/2008	1158	Boulder Disposal Inc.		Accounts Payable	-249.99	12,488.23
Bill Pmt -Check	01/25/2008	1159	Kimley-Horn and Associates Inc.	Ongoing NDOT Coordination	Accounts Payable	-283.50	12,204.73
Bill Pmt -Check	01/25/2008	1160	Owens Geotechnical, Inc.	Geotech Services for Rinker Quarry Site	Accounts Payable	-8,127.50	4,077.23
Check	02/01/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	5,000.00	9,077.23
Check	02/01/2008	1161	Daniel DeArmas	RE: 1/30/08 Staff Expense Report	Due (to) from Dan DeArmas	-345.00	8,732.23
Check	02/01/2008	1162	Smith Consulting Inc.	Consulting Fee Jan-08	Consulting	-3,333.00	5,399.23
Bill Pmt -Check	02/19/2008	EFT	LVVWD		Accounts Payable	-1,018.99	4,380.24
Bill Pmt -Check	02/21/2008	1163	DOI/BLM		Accounts Payable	-150.05	4,230.19
Check	02/21/2008	1164	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	-169,667.07
Check	02/21/2008			Service Charge	Bank Service Charge	-45.34	-169,712.41
Deposit	02/23/2008		Go Global, Inc.	Loan to cover ANB Interest Pymt	Contributions	180,000.00	10,287.59
Bill Pmt -Check	02/23/2008	1165	Boulder Disposal Inc.		Accounts Payable	-262.49	10,025.10
Bill Pmt -Check	02/23/2008	1166	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12,420.25	-2,395.15
Deposit	02/23/2008		Go Global, Inc.	Loan to cover property tax	Contributions	10,000.00	7,604.85
Bill Pmt -Check	02/26/2008	EFT	Nevada Power		Accounts Payable	-2,980.18	4,624.67
Check	02/28/2008	1167	Smith Consulting Inc.	Consulting Fee Feb-08	Consulting	-3,333.00	1,291.67
Deposit	02/28/2008		Eldorado Hills, LLC	Online Xfer	NSB Money Market	5,106.99	6,398.66
Bill Pmt -Check	02/29/2008	1168	Kimley-Horn and Associates Inc.		Accounts Payable	-3,583.13	2,815.53
Bill Pmt -Check	02/29/2008	1169	OGI Environmental, LLC		Accounts Payable	-850.00	1,965.53
Check	02/29/2008	1170	Daniel DeArmas	RE: 2/28/08 Staff Expense Report	Due (to) from Dan DeArmas	-154.00	1,811.53
Bill Pmt -Check	03/03/2008	1172	Kent Anderson		Accounts Payable	-13,437.50	-11,625.97
Deposit	03/05/2008		Eldorado Hills, LLC	Online Xfer	NSB Money Market	15,000.00	3,374.03
Bill Pmt -Check	03/17/2008	EFT	LVVWD		Accounts Payable	-262.37	3,111.66
Check	03/19/2008		Nevada Power		Gas & Electric	-1,403.45	1,708.21
Deposit	03/24/2008		Bentwood Gunsmithing	Deposit	Undeposited Funds	1,120.00	2,828.21
Deposit	03/24/2008		Nevada Water	Deposit	Undeposited Funds	15,000.00	17,828.21
Check	03/24/2008	1173	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-162,678.08	-144,849.87
Deposit	03/25/2008		Desert Lakes Holdings, LLC	March 2008 Rent	Rental Income	5,000.00	-139,849.87
Payment	03/26/2008	17994	Nevada Water		Accounts Receivable	15,000.00	-124,849.87
Deposit	03/28/2008		Go Global, Inc.	Loan to cover interest payments	Contributions	168,000.00	43,150.13
Bill Pmt -Check	03/31/2008	1175	Boulder Disposal Inc.		Accounts Payable	-262.49	42,887.64

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	03/31/2008	1176	Boyd Consulting, LLC	Meeting w/FS and BLM	Accounts Payable	-1,125.00	41,762.64
Bill Pmt -Check	03/31/2008	1174	Kimley-Horn and Associates Inc.		Accounts Payable	-389.65	41,372.99
Check	03/31/2008	1177	Daniel DeArmas	RE: 3/31/08 Staff Expense Report	Due (to) from Dan DeArmas	-213.01	41,159.98
Bill Pmt -Check	03/31/2008	1178	AMTI		Accounts Payable	-9,100.00	32,059.98
Deposit	03/31/2008		Desert Lakes Holdings, LLC	April-08 Rent	Rental Income	5,000.00	37,059.98
Deposit	03/31/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	10,000.00	47,059.98
Check	03/31/2008	1171	Orgill Singer	Add Additional Insured	Liability	-103.90	46,956.08
Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	20,000.00	66,956.08
Check	04/12/2008	1179	Go Global, Inc.	Payback for Continental Ticket charged on GG Amex	Due (to) from Go Global	-1,120.00	65,836.08
Deposit	04/14/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	10,000.00	75,836.08
Bill Pmt -Check	04/14/2008	1180	Boulder Disposal Inc.		Accounts Payable	-262.49	75,573.59
Bill Pmt -Check	04/14/2008	1181	LL Bradford & Company, LLC		Accounts Payable	-1,550.00	74,023.59
Bill Pmt -Check	04/15/2008	EFT	LVVWD		Accounts Payable	-226.44	73,797.15
Bill Pmt -Check	04/16/2008	EFT	Nevada Power		Accounts Payable	-1,389.64	72,407.51
Deposit	04/21/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	77,407.51
Check	04/22/2008	1182	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	-96,489.75
Deposit	04/28/2008		Homestead 2001, LLC	Temp Loan	Due (to) from Homestead 2001	100,000.00	3,510.25
Deposit	05/02/2008		Go Global, Inc.	Loan to cover interest payments	Go Global Note Payable @ 22%	100,000.00	103,510.25
Check	05/02/2008	1183	Homestead 2001, LLC	Loan Payback	Due (to) from Homestead 2001	-100,000.00	3,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	8,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	13,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	18,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	23,510.25
Bill Pmt -Check	05/09/2008		Mabo International		Accounts Payable	-7,996.50	15,513.75
Deposit	05/14/2008		Desert Lakes Holdings LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	20,000.00	35,513.75
Deposit	05/14/2008		Desert Lakes Holdings LLC	Warehouse Rental	Rental Income	2,000.00	37,513.75
Bill Pmt -Check	05/15/2008	EFT	Nevada Power		Accounts Payable	-1,299.99	36,213.76
Bill Pmt -Check	05/19/2008	1184	Boulder Disposal Inc.		Accounts Payable	-262.49	35,951.27
Bill Pmt -Check	05/19/2008	1185	Slater Hanifan Group		Accounts Payable	-550.00	35,401.27
Bill Pmt -Check	05/23/2008	EFT	LVVWD		Accounts Payable	-180.54	35,220.73
Check	05/23/2008	1186	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-168,287.67	-133,066.94
Payment	05/27/2008	18174	Nevada Water		Accounts Receivable	15,000.00	-118,066.94
Deposit	05/29/2008		The Rogich Family 2004 Irrevocable Tru CC for ANB Interest Pymt		Contributions	54,000.00	-64,066.94
Deposit	05/29/2008		Go Global, Inc.	CC for ANB Interest Pymt	Contributions	54,000.00	-10,066.94
Deposit	05/29/2008		Go Global, Inc.	Loan to cover ANB Interest Pymt	Go Global Note Payable @ 22%	25,000.00	14,933.06
Payment	05/30/2008	1038	Bentwood Gunsmithing		Accounts Receivable	1,600.00	16,533.06
Bill Pmt -Check	06/09/2008	EFT	Nevada Power		Accounts Payable	-1,259.67	15,273.39
Bill Pmt -Check	06/09/2008	1187	Slater Hanifan Group		Accounts Payable	-9,339.00	5,934.39
Deposit	06/12/2008		VTI Associates	Deposit	Rental Income	1,700.00	7,634.39
Bill Pmt -Check	06/16/2008	EFT	LVVWD		Accounts Payable	-416.92	7,217.47
Bill Pmt -Check	06/16/2008	1188	Boulder Disposal Inc.		Accounts Payable	-262.49	6,954.98
Bill Pmt -Check	06/16/2008	1189	W Division of Environmental Protection Annual Fee for: 7/1/08-6/30/09		Accounts Payable	-300.00	6,654.98
Deposit	06/16/2008		Pulaski Bank	FDIC Insured \$ + interest from ANB Closure	Pulaski Bank MMA	100,151.08	106,806.06
Check	06/19/2008	1190	Clark County Assessor	Acct# 117027-99	Personal Property	-1,448.61	105,357.45
Deposit	06/27/2008		The Rogich Family 2004 Irrevocable Tru CC to cover ANB Interest Payment		Contributions	34,000.00	139,357.45
Deposit	06/27/2008		Go Global, Inc.	CC for ANB Interest Payment	Contributions	34,000.00	173,357.45
Deposit	07/02/2008		Nevada Water	Deposit	Undeposited Funds	15,000.00	188,357.45
Check	07/02/2008	1191	FDIC as receiver for ANB Commercial Interest Payment on old ANB Loan		Mortgage	-168,000.00	20,357.45
Deposit	07/09/2008		Desert Lakes Holdings LLC	Deposit	Contributions	73,870.00	94,227.45
Bill Pmt -Check	07/17/2008	EFT	LVVWD		Accounts Payable	-577.53	93,649.92
Bill Pmt -Check	07/17/2008	EFT	Nevada Power		Accounts Payable	-1,326.80	92,323.12

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	07/21/2008	1192	AMTI		Accounts Payable	-3,900.00	88,423.12
Bill Pmt -Check	07/21/2008	1194	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable	-262.49	88,160.63
Bill Pmt -Check	07/21/2008	1193	FedEx		Accounts Payable	-40.98	88,119.65
Check	07/28/2008	1195	Secretary of State	Annual List Filing for Eldorado Hills & Eldorado II	Business Licenses & Fees	-250.00	87,869.65
Bill Pmt -Check	08/04/2008	1196	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-13,413.87	74,455.78
Check	08/04/2008		Eldorado Hills, LLC	Online Xfer	NSB Money Market	-60,000.00	14,455.78
Bill Pmt -Check	08/04/2008	1197	ate of Nevada Business License Renewal		Accounts Payable	-100.00	14,355.78
Bill Pmt -Check	08/11/2008	1198	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable	-273.29	14,082.49
Bill Pmt -Check	08/12/2008	1199	Rietz Consulting Inc.		Accounts Payable	-2,015.00	12,067.49
Bill Pmt -Check	08/13/2008	EFT	LVVWD		Accounts Payable	-523.83	11,543.66
Bill Pmt -Check	08/15/2008	EFT	Nevada Power		Accounts Payable	-1,417.28	10,126.38
Bill Pmt -Check	09/17/2008	1200	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable	-273.29	9,853.09
Bill Pmt -Check	09/17/2008	EFT	Nevada Power		Accounts Payable	-1,519.02	8,334.07
Bill Pmt -Check	09/17/2008	1201	ate of Nevada Business License Renew	License# 010-1006607358	Accounts Payable	-100.00	8,234.07
Deposit	09/17/2008		Bentwood Gunsmithing	Deposit	Undeposited Funds	1,600.00	9,834.07
Bill Pmt -Check	09/18/2008	1202	Rietz Consulting Inc.		Accounts Payable	-600.00	9,234.07
Bill Pmt -Check	09/19/2008	EFT	LVVWD		Accounts Payable	-806.91	8,427.16
Deposit	10/01/2008		Bentwood Gunsmithing	Deposit	Undeposited Funds	2,880.00	11,307.16
Deposit	10/01/2008		Desert Lakes Holdings LLC	10% of Gross for June-2008 Rent	Undeposited Funds-Holding	5,020.00	16,327.16
Bill Pmt -Check	10/01/2008	1203	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-13,413.87	2,913.29
Deposit	10/10/2008		Desert Lakes Holdings LLC	Loan Pymt (booked as rent)	Due (to) from Desert Lakes Hldg	10,000.00	12,913.29
Bill Pmt -Check	10/16/2008	EFT	Nevada Power		Accounts Payable	-1,241.36	11,671.93
Bill Pmt -Check	10/20/2008	EFT	LVVWD		Accounts Payable	-289.40	11,382.53
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	50,000.00	61,382.53
Check	10/27/2008	1204	Go Global, Inc.	Principal Payment to \$125K Loan	Go Global Note Payable @ 22%	-55,000.00	6,382.53
Bill Pmt -Check	10/27/2008	1205	Kent Anderson		Accounts Payable	-2,437.00	3,945.53
Deposit	10/27/2008		Desert Lakes Holdings LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	10,000.00	13,945.53
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	3,000.00	16,945.53
Check	10/27/2008	1206	Go Global, Inc.	Principal Payment to \$125K Loan	Go Global Note Payable @ 22%	-15,000.00	1,945.53
Check	11/13/2008		LVVWD		Water	-200.48	1,745.05
Deposit	11/14/2008		Bentwood Gunsmithing	October-08 Rent	Rental Income	800.00	2,545.05
Check	11/20/2008	EFT	Nevada Power		Gas & Electric	-1,157.21	1,387.84
Check	12/10/2008		Eldorado Hills, LLC	Acct closed-Check given to Melissa Olivas	Uncategorized Expense	-1,387.84	0.00
Total NSB Checking						0.00	0.00
NSB Money Market							0.00
Transfer	06/27/2007			Xfer to Money Market Account	NSB Checking	1,300,000.00	1,300,000.00
Deposit	06/27/2007			Interest	Interest Income	66.96	1,300,066.96
Check	07/17/2007	0091	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-300,000.00	1,000,066.96
Check	07/25/2007	0092	Go Global, Inc.	Loan to pay LOC	Go Global Loan @ 8.25%	-400,000.00	600,066.96
Deposit	07/27/2007			Interest	Interest Income	1,814.61	601,881.57
Check	08/14/2007	0093	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-160,000.00	441,881.57
Deposit	08/31/2007			Interest	Interest Income	1,990.39	443,871.96
Check	09/07/2007	0094	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-197,000.00	246,871.96
Deposit	09/28/2007			Interest	Interest Income	1,149.29	248,021.25
Check	10/05/2007	1001	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-200,000.00	48,021.25
Check	10/25/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-8,000.00	40,021.25
Deposit	10/31/2007			Interest	Interest Income	467.38	40,488.63
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Checking	-20,000.00	20,488.63
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Checking	-5,000.00	15,488.63
Check	11/09/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-5,000.00	10,488.63

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	11/21/2007	0096	Owens Geotechnical, Inc.		Accounts Payable	-8,150.00	2,338.63
Check	11/30/2007			Service Charge	Bank Service Charge	-10.00	2,328.63
Deposit	11/30/2007			Interest	Interest Income	44.59	2,373.22
Check	12/08/2007		Eldorado Hills, LLC	Online Xfer	NSB Checking	1,450,000.00	1,452,373.22
Check	12/14/2007	1142	Go Global, Inc.		Consulting	-1,420,000.00	32,373.22
Check	12/31/2007			Service Charge	Bank Service Charge	-10.00	32,363.22
Deposit	12/31/2007			Interest	Interest Income	779.35	33,142.57
Check	01/10/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-3,142.57	30,000.00
Deposit	01/31/2008			Interest	Interest Income	106.99	30,106.99
Check	02/01/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-5,000.00	25,106.99
Deposit	02/28/2008		Eldorado Hills, LLC	Online Xfer	NSB Checking	-5,106.99	20,000.00
Deposit	02/29/2008			Interest	Interest Income	67.56	20,067.56
Deposit	03/05/2008		Eldorado Hills, LLC	Online Xfer	NSB Checking	-15,000.00	5,067.56
Deposit	03/31/2008			Interest	Interest Income	19.39	5,086.95
Deposit	04/30/2008			Interest	Interest Income	11.73	5,098.68
Deposit	05/30/2008			Interest	Interest Income	10.99	5,109.67
Deposit	06/30/2008			Interest	Interest Income	11.35	5,121.02
Deposit	07/31/2008			Interest	Interest Income	11.38	5,132.40
Check	08/04/2008		Eldorado Hills, LLC	Online Xfer	NSB Checking	60,000.00	65,132.40
Deposit	08/29/2008			Interest	Interest Income	122.44	65,254.84
Deposit	09/30/2008			Interest	Interest Income	149.65	65,404.49
Check	10/17/2008	1002	Go Global, Inc.	Interest Payment on 5/2/08 loan @ 22% through 10/17/08	Go Global Note Payable @ 22%	-12,250.68	53,153.81
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-50,000.00	3,153.81
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-3,000.00	153.81
Check	10/31/2008			Service Charge	Bank Service Charge	-10.00	143.81
Deposit	10/31/2008			Interest	Interest Income	115.80	259.61
Check	11/28/2008			Service Charge	Bank Service Charge	-10.00	249.61
Deposit	11/28/2008			Interest	Interest Income	0.52	250.13
Check	12/10/2008		Eldorado Hills, LLC	Account Closed-Checks given to Melissa Olivas	Uncategorized Expense	-250.13	0.00
Total NSB Money Market						0.00	0.00
Petty Cash							0.00
Total Petty Cash							0.00
Accounts Receivable							0.00
Invoice	03/01/2007	100	Nevada Water		-SPLIT-	17,625.00	17,625.00
Invoice	03/12/2007	101	Nevada Water		Rental Income	10,500.00	28,125.00
Payment	03/30/2007	16061	Nevada Water		Undeposited Funds	-17,625.00	10,500.00
Payment	04/25/2007	16198	Nevada Water		Undeposited Funds	-10,500.00	0.00
Invoice	06/01/2007	102	Nevada Water		Rental Income	15,000.00	15,000.00
Invoice	06/01/2007	103	Nevada Water		Rental Income	7,500.00	22,500.00
Payment	06/27/2007	16571	Nevada Water		Undeposited Funds	-22,500.00	0.00
Invoice	09/01/2007	104	Bentwood Gunsmithing		Rental Income	800.00	800.00
Invoice	10/01/2007	ren	Bentwood Gunsmithing		Rental Income	800.00	1,600.00
Payment	10/24/2007		Bentwood Gunsmithing		Undeposited Funds	-1,600.00	0.00
Payment	11/21/2007		Bentwood Gunsmithing		Undeposited Funds	-800.00	-800.00
Invoice	12/01/2007	105	Bentwood Gunsmithing		Rental Income	800.00	0.00
Invoice	12/01/2007	106	Bentwood Gunsmithing		Rental Income	800.00	800.00
Payment	12/31/2007		Bentwood Gunsmithing		Undeposited Funds	-800.00	0.00
Invoice	01/01/2008	111	Bentwood Gunsmithing		Rental Income	800.00	800.00
Invoice	02/01/2008	112	Bentwood Gunsmithing		Rental Income	800.00	1,600.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Invoice	02/15/2008	107	Nevada Water		Rental Income	15,000.00	16,600.00
Invoice	03/01/2008	113	Bentwood Gunsmithing		Rental Income	800.00	17,400.00
Invoice	03/15/2008	109	Nevada Water		Rental Income	15,000.00	32,400.00
Payment	03/24/2008		Bentwood Gunsmithing		Undeposited Funds	-1,120.00	31,280.00
Payment	03/24/2008	17925	Nevada Water		Undeposited Funds	-15,000.00	16,280.00
Payment	03/26/2008	17994	Nevada Water		NSB Checking	-15,000.00	1,280.00
Invoice	04/01/2008	114	Bentwood Gunsmithing		Rental Income	800.00	2,080.00
Invoice	04/15/2008	110	Nevada Water		Rental Income	15,000.00	17,080.00
Invoice	05/01/2008	117	Bentwood Gunsmithing		Rental Income	800.00	17,880.00
Invoice	05/15/2008	116	Nevada Water		Rental Income	15,000.00	32,880.00
Payment	05/27/2008	18174	Nevada Water		NSB Checking	-15,000.00	17,880.00
Payment	05/30/2008	1038	Bentwood Gunsmithing		NSB Checking	-1,600.00	16,280.00
Invoice	06/01/2008	118	Bentwood Gunsmithing		Rental Income	800.00	17,080.00
Payment	06/15/2008		Nevada Water		Undeposited Funds	-15,000.00	2,080.00
Invoice	07/01/2008	119	Bentwood Gunsmithing		Rental Income	800.00	2,880.00
Invoice	08/01/2008	120	Bentwood Gunsmithing		Rental Income	800.00	3,680.00
Payment	08/29/2008	1201	Bentwood Gunsmithing		Undeposited Funds	-1,600.00	2,080.00
Invoice	09/01/2008	121	Bentwood Gunsmithing		Rental Income	800.00	2,880.00
Payment	09/30/2008	1702	Bentwood Gunsmithing	DLSC Recon for Matt Babb Rent	Undeposited Funds	-2,880.00	0.00
Total Accounts Receivable						0.00	0.00
Deposits for Closing							0.00
General Journal	03/17/2006	5	he Rogich Family 2004 Irrevocable Tru EMD for purchase from Pan Metal Corportation (Paid w/C		Capital	250,000.00	250,000.00
General Journal	03/17/2006	12	Nevada Title	EMD	Capital	250,000.00	500,000.00
Check	09/14/2006		Nevada Title	Closing Funds	NSB Checking	30,000.00	530,000.00
Check	09/14/2006		Nevada Title	Closing Funds	NSB Checking	5,150,000.00	5,680,000.00
General Journal	09/14/2006	13		Pan Metal Property Closing	Boulder Property	-500,000.00	5,180,000.00
General Journal	09/14/2006	13		Pan Metal Property Closing	Boulder Property	-30,000.00	5,150,000.00
General Journal	09/14/2006	13		Pan Metal Property Closing	Boulder Property	-5,150,000.00	0.00
Total Deposits for Closing						0.00	0.00
Due (to) from Other Party							0.00
Due (to) from Dan DeArmas							0.00
General Journal	10/17/2007		Office Depot	CD Jewel Cases	Office Supplies	-24.99	-24.99
General Journal	12/05/2007		Software King	Microsoft Project	Office Supplies	-374.97	-399.96
Check	12/10/2007	1149	Daniel DeArmas	RE: 12/5/07 & 11/28/07 Staff Expense Report	NSB Checking	399.96	0.00
General Journal	01/30/2008		NAIOP	Buyers Guide Listing	Marketing Expense	-345.00	-345.00
Check	02/01/2008	1161	Daniel DeArmas	RE: 1/30/08 Staff Expense Report	NSB Checking	345.00	0.00
General Journal	02/12/2008		Southwest Airlines		Travel	-154.00	-154.00
Check	02/29/2008	1170	Daniel DeArmas	RE: 2/28/08 Staff Expense Report	NSB Checking	154.00	0.00
General Journal	03/31/2008		Office Depot	Supplies for Marketing presentation	Office Supplies	-213.01	-213.01
Check	03/31/2008	1177	Daniel DeArmas	RE: 3/31/08 Staff Expense Report	NSB Checking	213.01	0.00
Total Due (to) from Dan DeArmas						0.00	0.00
Due (to) from Rietz Consulting							0.00
General Journal	11/27/2007		McCormick & Schmick	Planning Commissioner Meeting	Meals & Entertainment	-55.00	-55.00
Check	12/10/2007	1148	Rietz Consulting Inc.	RE: Planning Commission Lunch Meeting	NSB Checking	55.00	0.00
Total Due (to) from Rietz Consulting						0.00	0.00
Due (to) from Jared Smith							0.00
General Journal	12/10/2006	16		Gas Mileage to Gun Club	Mileage Expense	-36.00	-36.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	12/28/2006	15	Lowe's	Paint	Repairs	-17.93	-53.93
General Journal	12/29/2006	17		Gas Mileage to Gun Club	Mileage Expense	-36.00	-89.93
General Journal	01/02/2007	18		Gas Mileage to Gun Club	Mileage Expense	-36.00	-125.93
General Journal	01/03/2007	19		Gas Mileage to Gun Club	Mileage Expense	-36.00	-161.93
Check	01/03/2007	1018	Jared Smith	RE: 12/27/06 Staff Expense Report	NSB Checking	233.93	72.00
General Journal	01/03/2007	23	Pancake House		Meals & Entertainment	-19.23	52.77
General Journal	01/04/2007	20		Gas Mileage to Gun Club	Mileage Expense	-36.00	16.77
General Journal	01/04/2007	24	The Home Depot		Tools & Misc. Equipment	-249.73	-232.96
General Journal	01/04/2007	25		Gas Mileage to Gun Club	Mileage Expense	-35.60	-268.56
General Journal	01/05/2007	21		Gas Mileage to Gun Club	Mileage Expense	-36.00	-304.56
General Journal	01/08/2007	27	USPS	Membership Mailings	Postage & Delivery	-95.94	-400.50
Check	01/12/2007	1022	Eddyline Investments, LLC	Temp Loan to cover opening of new account	NSB Checking	100.00	-300.50
General Journal	01/16/2007	28	NSCA	NSCA Membership	Dues & Subscriptions	-100.00	-400.50
General Journal	01/16/2007	29	Clark County	Fictitious Name Filing	Business Licenses & Fees	-20.00	-420.50
General Journal	01/16/2007	31		Gas for GMC	Gas	-12.40	-432.90
General Journal	01/17/2007	26		Gas Mileage to Gun Club	Mileage Expense	-35.60	-468.50
General Journal	01/17/2007	30	Clark County	Fictitious Name Filing	Business Licenses & Fees	-20.00	-488.50
Check	01/18/2007	1026	Jared Smith	RE: 1/18/07 Staff Expense Report	NSB Checking	588.50	100.00
General Journal	07/09/2007		Ahern Rentals	Rental for painting	Equipment Rental	-1,036.47	-936.47
Check	07/17/2007	1093	Jared Smith	RE: Ahern Rental & Reconcile Due to Balance	NSB Checking	936.47	0.00
General Journal	09/18/2007		Ahern Rentals	Skiploader for Warehouse clean up	Equipment Rental	-932.37	-932.37
Check	09/19/2007	1118	Jared Smith	RE: Ahern Rental for Warehouse Clean Up	NSB Checking	932.37	0.00
Total Due (to) from Jared Smith						0.00	0.00
Due (to) from Robert Ray							0.00
Deposit	09/12/2006		Robert Ray	Loan till 01/07 @ 20% per annum	NSB Checking	-500,000.00	-500,000.00
Check	05/15/2007	1055	Robert Ray	Payoff 9/12/06 loan	NSB Checking	250,000.00	-250,000.00
Deposit	05/15/2007		Ray Family Trust	Deposit	-SPLIT-	250,000.00	0.00
Total Due (to) from Robert Ray						0.00	0.00
Due (to) from Summer Rellamas							0.00
General Journal	04/12/2007		Terrible Herbst	Gas	Gas	-49.75	-49.75
Check	05/14/2007	1054	Summer Rellamas	RE: Staff Expense Report 5/14/07	NSB Checking	49.75	0.00
General Journal	07/13/2007		USPS	Stamps	Postage & Delivery	-41.00	-41.00
Check	07/13/2007	1088	Summer Rellamas	RE: 7/13/07 Staff Expense Report	NSB Checking	41.00	0.00
Total Due (to) from Summer Rellamas						0.00	0.00
Due (to) from Other Party - Other							0.00
Total Due (to) from Other Party - Other							0.00
Total Due (to) from Other Party						0.00	0.00
Due (to) from Related Party							0.00
Due (to) from Homestead 2001							0.00
Deposit	04/28/2008		Homestead 2001, LLC	Temp Loan	NSB Checking	-100,000.00	-100,000.00
Check	05/02/2008	1183	Homestead 2001, LLC	Loan Payback	NSB Checking	100,000.00	0.00
Total Due (to) from Homestead 2001						0.00	0.00
Due (to) from Desert Lakes Hldg							0.00
General Journal	01/04/2007		Desert Lakes Holdings, LLC	Inventory sold to Desert Lakes Holdings	Gun Club Inventory	100,000.00	100,000.00
Check	01/09/2007	1020	Wayne Collier	VOID: RE: 1/2 of tire costs	NSB Checking	0.00	100,000.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	01/10/2007	1021	Wayne Collier	RE: 1/2 of tire costs	NSB Checking	187.36	100,187.36
Check	01/12/2007	1024	Desert Lakes Holdings, LLC	Opening Deposit for New Checking	NSB Checking	2,500.00	102,687.36
Check	01/18/2007	1027	Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	2,500.00	105,187.36
Check	01/18/2007	1028	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings, L	NSB Checking	125.00	105,312.36
Check	01/24/2007	1029	Secretary of State	Desert Lakes Holdings Amendment to AOG	NSB Checking	175.00	105,487.36
Check	01/25/2007	1030	Fiocchi Ammunition	Ammo Order	NSB Checking	8,696.30	114,183.66
Check	01/30/2007	1031	Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	20,000.00	134,183.66
Check	01/30/2007	1032	Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	20,000.00	154,183.66
Check	02/05/2007	1036	Able Lock & Alarm	Inv# 15117 for Dup Keys	NSB Checking	240.62	154,424.28
Deposit	03/31/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-10,000.00	144,424.28
Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-20,000.00	124,424.28
Deposit	04/14/2008	1437	Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-10,000.00	114,424.28
Deposit	04/21/2008	1475	Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	109,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	104,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	99,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	94,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	89,424.28
Deposit	05/14/2008		Desert Lakes Holdings LLC	Loan Pymt	NSB Checking	-20,000.00	69,424.28
Deposit	10/10/2008		Desert Lakes Holdings LLC	Loan Pymt (booked as rent)	NSB Checking	-10,000.00	59,424.28
General Journal	10/27/2008		Jared Smith	Apply Jared's CC to DLSC Loan	Distributions	-50,000.00	9,424.28
Deposit	10/27/2008			Accumulated Interest at 10% through 10/27/08	Loan Interest	23,233.47	32,657.75
Deposit	10/27/2008		Desert Lakes Holdings LLC	Loan Pymt	NSB Checking	-10,000.00	22,657.75
General Journal	10/27/2008		Desert Lakes Holdings LLC	GG to carry remainder of loan balance directly with DLSGo Global Note Payable @ 22%		-22,657.75	0.00
Total Due (to) from Desert Lakes Hldg						0.00	0.00
Due (to) from CanaMex Nevada							0.00
Check	04/24/2007	1050	Integrity Engineering	Shared engineering expense Inv# 73-101-05	NSB Checking	2,539.52	2,539.52
Deposit	12/07/2007		CanaMex Nevada, LLC	Investment into Eldorado Hills via CanaMex Nevada LLC	NSB Checking	-1,500,000.00	-1,497,460.48
General Journal	01/01/2008	LLB-BB-07-5	Integrity Engineering	Reclass: CanaMex Engineering Expense booked through	Engineering Expense	-2,539.52	-1,500,000.00
Total Due (to) from CanaMex Nevada						-1,500,000.00	-1,500,000.00
Due (to) from Go Global							0.00
General Journal	09/12/2006	11	Secretary of State	Initial Manager List, Penalty, & Expedite Fee charged on	Business Licenses & Fees	-275.00	-275.00
General Journal	10/16/2006	14	FedEx	FedEx charged on GG Amex	Postage & Delivery	-18.76	-293.76
Deposit	01/01/2007		Secretary of State	Reverse 9/12/06 transaction (s/be booked to Ashton Dev	Business Licenses & Fees	275.00	-18.76
General Journal	01/09/2007	22	Secretary of State	Articles of Org Filing for Desert Lakes Holdings charged c	Business Licenses & Fees	-200.00	-218.76
Check	04/24/2007	1045	Go Global, Inc.	Payoff previous loans	NSB Checking	493.76	275.00
General Journal	05/24/2007		FedEx	FedEx charged on GG Amex	Postage & Delivery	-17.55	257.45
Check	06/26/2007	1084	Go Global, Inc.	Temp Loan	NSB Checking	270,000.00	270,257.45
Check	06/27/2007	1085	Go Global, Inc.	Temp Loan	NSB Checking	200,000.00	470,257.45
Deposit	07/03/2007		Go Global, Inc.	Payback overpayment of loan for 9/12/06 corrected trans	NSB Checking	-275.00	469,982.45
Check	07/17/2007	1096	Go Global, Inc.	Payback for FedEx charge on GG Amex	NSB Checking	17.55	470,000.00
Transfer	09/19/2007			Split \$2.23M Contribution between CC & Loan	Distributions	-470,000.00	0.00
General Journal	02/28/2008		Continental Airlines	Ticket for Carlos to Amsterdam charged on GG Amex	Travel	-1,120.00	-1,120.00
Check	04/12/2008	1179	Go Global, Inc.	Payback for Continental Ticket charged on GG Amex	NSB Checking	1,120.00	0.00
Total Due (to) from Go Global						0.00	0.00
Due (to) from PSP							0.00
Deposit	09/13/2006		Go Global, Inc.	Temp Loan via Pecan Street Plaza	NSB Checking	-600,000.00	-600,000.00
Deposit	09/14/2006		Pecan Street Plaza, LLC	Temp Loan	NSB Checking	-40,000.00	-640,000.00
Check	01/31/2007	1034	Pecan Street Plaza, LLC	Payoff 9/14/06 loan & portion of 9/13/06 loan	NSB Checking	65,000.00	-575,000.00

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
	Check	03/26/2007	1042	Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	1,000.00	-574,000.00
	Check	05/15/2007	1057	Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	15,000.00	-559,000.00
	Check	05/22/2007	1066	Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	5,000.00	-554,000.00
	Check	05/24/2007	1068	Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	5,000.00	-549,000.00
	Check	06/14/2007	1082	Pecan Street Plaza, LLC	Loan Payoff	NSB Checking	549,000.00	0.00
Total Due (to) from PSP							0.00	0.00
Due (to) from Realized Gains								0.00
	Deposit	12/28/2006		Realized Gains, LLC	Temp Loan from Realized Gains, LLC	NSB Checking	-100,000.00	-100,000.00
	Check	01/16/2007	1025	Realized Gains, LLC	Partial payback for 12/28/06 loan	NSB Checking	50,000.00	-50,000.00
	Check	01/31/2007	1033	Realized Gains, LLC	Payback 12/28/06 loan	NSB Checking	50,000.00	0.00
Total Due (to) from Realized Gains							0.00	0.00
Due (to) from Related Party - Other								0.00
Total Due (to) from Related Party - Other								0.00
Total Due (to) from Related Party							-1,500,000.00	-1,500,000.00
Go Global Loan @ 8.25%								0.00
	Check	07/25/2007	0092	Go Global, Inc.	Loan to pay LOC	NSB Money Market	400,000.00	400,000.00
	Deposit	08/20/2007		Go Global, Inc.	Interest Payment on \$400K loan	NSB Checking	-2,841.67	397,158.33
	Deposit	08/25/2007		Go Global, Inc.	Accrued interest @ 8.25%	Interest Income	2,841.67	400,000.00
	Transfer	09/19/2007			Payoff Go Global Loan	Distributions	-400,000.00	0.00
Total Go Global Loan @ 8.25%							0.00	0.00
Gun Club Inventory								0.00
	Check	12/29/2006		Desert Lake Country Club		NSB Checking	100,000.00	100,000.00
	General Journal	01/04/2007		Desert Lakes Holdings, LLC	Inventory sold to Desert Lakes Holdings	Due (to) from Desert Lakes Hldg	-100,000.00	0.00
Total Gun Club Inventory							0.00	0.00
Investments								0.00
Total Investments								0.00
Undeposited Funds								0.00
	Payment	03/30/2007	16061	Nevada Water		Accounts Receivable	17,625.00	17,625.00
	Deposit	03/30/2007	16061	Nevada Water	Deposit	NSB Checking	-17,625.00	0.00
	Payment	04/25/2007	16198	Nevada Water		Accounts Receivable	10,500.00	10,500.00
	Deposit	04/25/2007	16198	Nevada Water	Deposit	NSB Checking	-10,500.00	0.00
	Payment	06/27/2007	16571	Nevada Water		Accounts Receivable	22,500.00	22,500.00
	Deposit	06/27/2007	16571	Nevada Water	Deposit	NSB Checking	-22,500.00	0.00
	Payment	10/24/2007		Bentwood Gunsmithing		Accounts Receivable	1,600.00	1,600.00
	Deposit	10/24/2007		Bentwood Gunsmithing	Deposit	NSB Checking	-1,600.00	0.00
	Payment	11/21/2007		Bentwood Gunsmithing		Accounts Receivable	800.00	800.00
	Deposit	11/21/2007		Bentwood Gunsmithing	Deposit	NSB Checking	-800.00	0.00
	Payment	12/31/2007		Bentwood Gunsmithing		Accounts Receivable	800.00	800.00
	Deposit	01/09/2008		Bentwood Gunsmithing	Deposit	NSB Checking	-800.00	0.00
	Payment	03/24/2008		Bentwood Gunsmithing		Accounts Receivable	1,120.00	1,120.00
	Deposit	03/24/2008		Bentwood Gunsmithing	Deposit	NSB Checking	-1,120.00	0.00
	Payment	03/24/2008	17925	Nevada Water		Accounts Receivable	15,000.00	15,000.00
	Deposit	03/24/2008	17925	Nevada Water	Deposit	NSB Checking	-15,000.00	0.00
	Payment	06/15/2008		Nevada Water		Accounts Receivable	15,000.00	15,000.00

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
	Deposit	07/02/2008		Nevada Water	Deposit	NSB Checking	-15,000.00	0.00
	Payment	08/29/2008	1201	Bentwood Gunsmithing		Accounts Receivable	1,600.00	1,600.00
	Deposit	09/17/2008	1201	Bentwood Gunsmithing	Deposit	NSB Checking	-1,600.00	0.00
	Payment	09/30/2008	1702	Bentwood Gunsmithing	DLSC Recon for Matt Babb Rent	Accounts Receivable	2,880.00	2,880.00
	Deposit	10/01/2008	1702	Bentwood Gunsmithing	Deposit	NSB Checking	-2,880.00	0.00
Total Undeposited Funds							0.00	0.00
								0.00
Utility Deposits								0.00
	Bill	05/29/2007		LVVWD		Accounts Payable	5,000.00	5,000.00
Total Utility Deposits							5,000.00	5,000.00
								0.00
Real Property								0.00
Boulder Property								0.00
	General Journal	09/14/2006	13		Pan Metal Property Closing	-SPLIT-	22,000,000.00	22,000,000.00
	General Journal	09/14/2006	13		Pan Metal Property Closing	Boulder Property	10,370.10	22,010,370.10
	Deposit	09/25/2006		Nevada Title	Buyer Refund	NSB Checking	-10,370.10	22,000,000.00
Total Boulder Property							22,000,000.00	22,000,000.00
								0.00
Closing Costs Boulder Property								0.00
	General Journal	12/31/2006	LLB-06-2		Reclass	Closing Costs	15,207.00	15,207.00
	General Journal	12/31/2006	LLB-06-4		Reclass	Legal Fees	10,500.00	25,707.00
	General Journal	12/31/2007	LLB-BB-07-2		Reclass	Closing Costs	647,289.00	672,996.00
	General Journal	12/31/2007	LLB-BB-07-3		Reclass	Appraisal Fees	7,500.00	680,496.00
Total Closing Costs Boulder Property							680,496.00	680,496.00
								0.00
Improvements-Capitalized Costs								0.00
	General Journal	12/31/2006	LLB-06-5		Capitalize 266 Carrying Charges	-SPLIT-	103,590.46	103,590.46
	General Journal	12/31/2007	LLB-BB-07-1		Capitalize Expenses	Engineering Expense	3,929,301.22	4,032,891.68
	General Journal	12/31/2007	LLB-BB-07-1		Do not capitalize expenses per Carlos and Sig	Mortgage	-3,484,410.30	548,481.38
Total Improvements-Capitalized Costs							548,481.38	548,481.38
								0.00
Real Property - Other								0.00
Total Real Property - Other								0.00
								0.00
Total Real Property							23,228,977.38	23,228,977.38
								0.00
Accounts Payable								0.00
	Bill	06/20/2006	254	Rietz Consulting Inc.		Consulting	-29,875.00	-29,875.00
	Bill	06/30/2006	232648	Slater Hanifan Group		Engineering Expense	-4,495.00	-34,370.00
	Bill	07/21/2006	E2006-175	OGI Environmental, LLC		Engineering Expense	-10,950.00	-45,320.00
	Bill	07/28/2006	0030457	WRG Design Inc.		Engineering Expense	-4,500.00	-49,820.00
	Bill	07/31/2006	232676	Slater Hanifan Group		Engineering Expense	-5,272.50	-55,092.50
	Bill	08/17/2006	E0618692005-6	Secretary of State	Annual Manager/Member Filing	Business Licenses & Fees	-125.00	-55,217.50
Bill Pmt -Check	08/17/2006	1003	OGI Environmental, LLC			NSB Checking	10,950.00	-44,267.50
Bill Pmt -Check	08/17/2006	1001	Secretary of State	Annual Manager/Member Filing		NSB Checking	125.00	-44,142.50
Bill Pmt -Check	08/17/2006	1002	Slater Hanifan Group			NSB Checking	4,495.00	-39,647.50
	Bill	08/24/2006	C240647	Mercury LDO		Printing & Reproduction	-11.15	-39,658.65
	Bill	08/31/2006	232783	Slater Hanifan Group		Engineering Expense	-6,800.00	-46,458.65
	Bill	09/06/2006	C239709	Mercury LDO		Printing & Reproduction	-11.77	-46,470.42
Bill Pmt -Check	09/06/2006	1004	Mercury LDO			NSB Checking	22.92	-46,447.50
Bill Pmt -Check	09/06/2006	1006	Rietz Consulting Inc.			NSB Checking	29,875.00	-16,572.50

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	09/06/2006	1005	WRG Design Inc.		NSB Checking	4,500.00	-12,072.50
Bill Pmt -Check	09/06/2006	1007	Slater Hanifan Group		NSB Checking	5,272.50	-6,800.00
Bill Pmt -Check	09/28/2006	1008	Slater Hanifan Group		NSB Checking	6,800.00	0.00
Bill	09/30/2006	233004	Slater Hanifan Group		Engineering Expense	-5,907.50	-5,907.50
Bill	10/31/2006	233072	Slater Hanifan Group		Engineering Expense	-697.50	-6,605.00
Bill	11/06/2006	C248935	Mercury LDO		Printing & Reproduction	-5.39	-6,610.39
Bill	11/24/2006	488	Redneck Enterprises, LLC		Engineering Expense	-525.00	-7,135.39
Bill Pmt -Check	11/30/2006	1013	Alliance Mortgage		NSB Checking	178,750.00	171,614.61
Bill	12/01/2006		Alliance Mortgage		Interest Expense	-178,750.00	-7,135.39
Bill Pmt -Check	12/05/2006	1014	Mercury LDO		NSB Checking	5.39	-7,130.00
Bill Pmt -Check	12/05/2006	1016	Redneck Enterprises, LLC		NSB Checking	525.00	-6,605.00
Bill Pmt -Check	12/05/2006	1015	Slater Hanifan Group		NSB Checking	6,605.00	0.00
Bill	01/19/2007	C258273	Mercury LDO		Printing & Reproduction	-5.39	-5.39
Bill Pmt -Check	02/05/2007	1035	Mercury LDO		NSB Checking	5.39	0.00
Bill	02/22/2007	C263148	Mercury LDO		Printing & Reproduction	-13.58	-13.58
Bill	03/13/2007	C265623	Mercury LDO		Printing & Reproduction	-23.27	-36.85
Bill Pmt -Check	03/19/2007	1040	Mercury LDO		NSB Checking	13.58	-23.27
Bill	03/20/2007	H706397-2	Mercury LDO		Printing & Reproduction	-105.97	-129.24
Bill Pmt -Check	03/26/2007	1041	Mercury LDO		NSB Checking	23.27	-105.97
Bill	03/31/2007	2899163	Kimley-Horn and Associates Inc.		Engineering Expense	-5,554.50	-5,660.47
Bill	04/07/2007		LL Bradford & Company, LLC		Accounting	-1,350.00	-7,010.47
Bill	04/16/2007		Pro-Flame Gas	VOID:	Gas & Electric	0.00	-7,010.47
Bill	04/20/2007		Desert Lake Shooting Club		Meals & Entertainment	-283.00	-7,293.47
Bill	04/21/2007		Nevada Power		Gas & Electric	-370.64	-7,664.11
Bill Pmt -Check	04/24/2007	1049	Kimley-Horn and Associates Inc.		NSB Checking	5,554.50	-2,109.61
Bill Pmt -Check	04/24/2007	1048	Mercury LDO		NSB Checking	105.97	-2,003.64
Bill	04/26/2007	E2007-131	OGI Environmental, LLC		Engineering Expense	-550.00	-2,553.64
Bill	04/26/2007		LVVWD		Water	-526.62	-3,080.26
Bill	04/30/2007	318	Rietz Consulting Inc.		Consulting	-59,500.00	-62,580.26
Bill Pmt -Check	04/30/2007	1053	OGI Environmental, LLC		NSB Checking	550.00	-62,030.26
Bill Pmt -Check	04/30/2007	1052	Rietz Consulting Inc.		NSB Checking	59,500.00	-2,530.26
Bill	04/30/2007	2942573	Kimley-Horn and Associates Inc.		Engineering Expense	-2,572.68	-5,102.94
Bill	04/30/2007	233870	Slater Hanifan Group		Engineering Expense	-7,020.00	-12,122.94
Bill	05/01/2007		Nevada Power		Gas & Electric	-171.63	-12,294.57
Bill	05/02/2007		NV Division of Environmental Protection		Engineering Expense	-300.00	-12,594.57
Bill Pmt -Check	05/15/2007	1058	LVVWD		NSB Checking	526.62	-12,067.95
Bill Pmt -Check	05/15/2007	1060	Nevada Power		NSB Checking	370.64	-11,697.31
Bill Pmt -Check	05/15/2007	1059	Pro-Flame Gas	VOID:	NSB Checking	0.00	-11,697.31
Bill Pmt -Check	05/15/2007	1061	Nevada Power		NSB Checking	171.63	-11,525.68
Bill Pmt -Check	05/17/2007	1063	NV Division of Environmental Protection		NSB Checking	300.00	-11,225.68
Bill Pmt -Check	05/21/2007	1065	Desert Lake Shooting Club		NSB Checking	283.00	-10,942.68
Bill Pmt -Check	05/21/2007	1064	LL Bradford & Company, LLC		NSB Checking	1,350.00	-9,592.68
Bill Pmt -Check	05/24/2007	1067	Kimley-Horn and Associates Inc.		NSB Checking	2,572.68	-7,020.00
Bill	05/29/2007		LVVWD		-SPLIT-	-6,534.74	-13,554.74
Bill	05/31/2007		Nevada Power		Gas & Electric	-1,082.29	-14,637.03
Bill	05/31/2007	233915	Slater Hanifan Group		Engineering Expense	-2,670.00	-17,307.03
Bill	05/31/2007	2989037	Kimley-Horn and Associates Inc.		Engineering Expense	-25,240.95	-42,547.98
Bill Pmt -Check	06/12/2007	1077	LVVWD		NSB Checking	6,534.74	-36,013.24
Bill Pmt -Check	06/12/2007	1078	Slater Hanifan Group		NSB Checking	7,020.00	-28,993.24
Bill Pmt -Check	06/18/2007	EFT	Nevada Power		NSB Checking	1,082.29	-27,910.95
Bill	06/26/2007		LVVWD		Water	-371.42	-28,282.37

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	06/29/2007		Nevada Power		Gas & Electric	-1,404.40	-29,686.77
Bill	06/30/2007	234071	Slater Hanifan Group		Engineering Expense	-2,467.50	-32,154.27
Bill	06/30/2007	3031621	Kimley-Horn and Associates Inc.		Engineering Expense	-13,031.51	-45,185.78
Bill	07/01/2007		Boyd Consulting, LLC		Consulting	-2,000.00	-47,185.78
Bill	07/01/2007	342	Rietz Consulting Inc.		Consulting	-55,500.00	-102,685.78
Bill	07/09/2007	27331	Allstate Fire Equipment		Repairs	-1,684.88	-104,370.66
Bill Pmt -Check	07/10/2007	1086	Allstate Fire Equipment		NSB Checking	1,684.88	-102,685.78
Bill Pmt -Check	07/13/2007	1089	Boyd Consulting, LLC		NSB Checking	2,000.00	-100,685.78
Bill Pmt -Check	07/13/2007	1090	Kimley-Horn and Associates Inc.		NSB Checking	25,240.95	-75,444.83
Bill Pmt -Check	07/13/2007	1091	Slater Hanifan Group		NSB Checking	2,670.00	-72,774.83
Bill Pmt -Check	07/13/2007	EFT	LVVWD		NSB Checking	371.42	-72,403.41
Bill Pmt -Check	07/16/2007	1092	Rietz Consulting Inc.		NSB Checking	55,500.00	-16,903.41
Bill	07/17/2007	2007-05	Sierra Agency, LLC		Marketing Expense	-65,000.00	-81,903.41
Bill Pmt -Check	07/17/2007	1095	Sierra Agency, LLC		NSB Checking	65,000.00	-16,903.41
Bill Pmt -Check	07/18/2007	EFT	Nevada Power		NSB Checking	1,404.40	-15,499.01
Bill	07/25/2007		Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Property	-12,420.25	-27,919.26
Bill	07/25/2007		Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Property	-12,420.25	-40,339.51
Bill	07/25/2007		Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Property	-12,420.05	-52,759.56
Bill	07/25/2007		Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Property	-12,420.25	-65,179.81
Bill Pmt -Check	07/25/2007	1100	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	12,420.25	-52,759.56
Bill Pmt -Check	07/25/2007	1098	Kimley-Horn and Associates Inc.		NSB Checking	13,031.51	-39,728.05
Bill Pmt -Check	07/25/2007	1097	Slater Hanifan Group		NSB Checking	2,467.50	-37,260.55
Bill	07/26/2007		LVVWD		Water	-833.91	-38,094.46
Bill	07/27/2007	0038259	WRG Design Inc.		Engineering Expense	-2,500.00	-40,594.46
Bill	07/31/2007		Nevada Power		Gas & Electric	-2,441.81	-43,036.27
Bill	07/31/2007	C284229	Mercury LDO		Printing & Reproduction	-5.39	-43,041.66
Bill	07/31/2007	E2007-246	OGI Environmental, LLC		Engineering Expense	-1,631.15	-44,672.81
Bill	07/31/2007	3080174	Kimley-Horn and Associates Inc.		Engineering Expense	-6,283.64	-50,956.45
Bill	07/31/2007	234304	Slater Hanifan Group		Engineering Expense	-16,185.00	-67,141.45
Bill Pmt -Check	08/11/2007	1104	Mercury LDO		NSB Checking	5.39	-67,136.06
Bill Pmt -Check	08/11/2007	1106	Nevada Power		NSB Checking	2,441.81	-64,694.25
Bill Pmt -Check	08/11/2007	1103	OGI Environmental, LLC		NSB Checking	1,631.15	-63,063.10
Bill Pmt -Check	08/11/2007	1105	WRG Design Inc.		NSB Checking	2,500.00	-60,563.10
Bill	08/13/2007	3122016	Kimley-Horn and Associates Inc.		Engineering Expense	-2,386.88	-62,949.98
Bill	08/16/2007	C286346	Mercury LDO		Printing & Reproduction	-20.36	-62,970.34
Bill Pmt -Check	08/20/2007	EFT	LVVWD		NSB Checking	833.91	-62,136.43
Bill	08/24/2007		LVVWD		Water	-563.79	-62,700.22
Bill	08/30/2007	1568	Stripe-A-Lot		Engineering Expense	-5,604.47	-68,304.69
Bill	08/30/2007		Kent Anderson		Cleaning & Janitorial	-5,250.00	-73,554.69
Bill	08/30/2007		Nevada Power		Gas & Electric	-1,808.96	-75,363.65
Bill	08/31/2007	234342	Slater Hanifan Group		Engineering Expense	-7,710.00	-83,073.65
Bill	08/31/2007	234343	Slater Hanifan Group		Engineering Expense	-997.50	-84,071.15
Bill	08/31/2007	0038805	WRG Design Inc.		Engineering Expense	-1,350.00	-85,421.15
Bill	08/31/2007		Boulder Disposal Inc.		Waste Management	-749.97	-86,171.12
Bill Pmt -Check	09/05/2007	1115	Kent Anderson		NSB Checking	5,250.00	-80,921.12
Bill Pmt -Check	09/05/2007	1112	Kimley-Horn and Associates Inc.		NSB Checking	6,283.64	-74,637.48
Bill Pmt -Check	09/05/2007	1113	Mercury LDO		NSB Checking	20.36	-74,617.12
Bill Pmt -Check	09/05/2007	1111	Slater Hanifan Group		NSB Checking	16,185.00	-58,432.12
Bill Pmt -Check	09/05/2007	1114	Stripe-A-Lot		NSB Checking	5,604.47	-52,827.65
Bill	09/10/2007	0700001863454	State of Nevada AR Payments		Business Licenses & Fees	-100.00	-52,927.65
Bill Pmt -Check	09/17/2007	EFT	Nevada Power		NSB Checking	1,808.96	-51,118.69

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	09/18/2007	EFT	LVVWD		NSB Checking	563.79	-50,554.90
Bill	09/20/2007	2007-3220	Owens Geotechnical, Inc.		Engineering Expense	-2,400.00	-52,954.90
Bill Pmt -Check	09/24/2007	1120	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	12,420.25	-40,534.65
Bill Pmt -Check	09/24/2007	1119	Kimley-Horn and Associates Inc.		NSB Checking	2,386.88	-38,147.77
Bill	09/25/2007		LVVWD		Water	-636.72	-38,784.49
Bill	09/27/2007	2007-3275	Owens Geotechnical, Inc.		Engineering Expense	-8,150.00	-46,934.49
Bill	09/29/2007		Nevada Power		Gas & Electric	-1,622.77	-48,557.26
Bill	09/30/2007	GGP093007	Applied Analysis		Consulting	-9,225.00	-57,782.26
Bill	09/30/2007	234491	Slater Hanifan Group		Engineering Expense	-1,687.50	-59,469.76
Bill	09/30/2007	234538	Slater Hanifan Group		Engineering Expense	-12,742.50	-72,212.26
Bill	09/30/2007	234499	Slater Hanifan Group		Engineering Expense	-840.00	-73,052.26
Bill	09/30/2007	234498	Slater Hanifan Group		Engineering Expense	-7,732.50	-80,784.76
Bill	09/30/2007	3163084	Kimley-Horn and Associates Inc.		Engineering Expense	-900.26	-81,685.02
Bill Pmt -Check	10/05/2007	1122	Owens Geotechnical, Inc.		NSB Checking	2,400.00	-79,285.02
Bill Pmt -Check	10/05/2007	1123	Slater Hanifan Group		NSB Checking	8,707.50	-70,577.52
Bill Pmt -Check	10/05/2007	1124	State of Nevada AR Payments		NSB Checking	100.00	-70,477.52
Bill Pmt -Check	10/05/2007	1125	WRG Design Inc.		NSB Checking	1,350.00	-69,127.52
Bill	10/08/2007	C29747	Mercury LDO		Printing & Reproduction	-116.37	-69,243.89
Bill Pmt -Check	10/10/2007	1126	Mercury LDO		NSB Checking	116.37	-69,127.52
Bill	10/10/2007	921043	Pro-Flame Gas		Gas & Electric	-64.65	-69,192.17
Bill Pmt -Check	10/17/2007	EFT	Nevada Power		NSB Checking	1,622.77	-67,569.40
Bill Pmt -Check	10/18/2007	1128	Applied Analysis		NSB Checking	9,225.00	-58,344.40
Bill Pmt -Check	10/22/2007	EFT	LVVWD		NSB Checking	636.72	-57,707.68
Bill Pmt -Check	10/25/2007	1132	Boulder Disposal Inc.		NSB Checking	749.97	-56,957.71
Bill Pmt -Check	10/25/2007	1133	Pro-Flame Gas		NSB Checking	64.65	-56,893.06
Bill	10/25/2007		LVVWD		Water	-1,868.39	-58,761.45
Bill	10/30/2007		Nevada Power		Gas & Electric	-1,420.50	-60,181.95
Bill Pmt -Check	10/31/2007	1134	Kimley-Horn and Associates Inc.		NSB Checking	900.26	-59,281.69
Bill Pmt -Check	10/31/2007	1135	Slater Hanifan Group		NSB Checking	23,002.50	-36,279.19
Bill	10/31/2007		Boulder Disposal Inc.		Waste Management	-499.98	-36,779.17
Bill	10/31/2007		Boyd Consulting, LLC	Client Meetings Oct 4, 9,10,19	Consulting	-500.00	-37,279.17
Bill	10/31/2007	234670	Slater Hanifan Group		Engineering Expense	-1,552.50	-38,831.67
Bill	10/31/2007	GGP103107	Applied Analysis		Consulting	-5,650.00	-44,481.67
Bill	10/31/2007	3204865	Kimley-Horn and Associates Inc.		Engineering Expense	-921.38	-45,403.05
Bill Pmt -Check	11/09/2007	1140	Boulder Disposal Inc.		NSB Checking	499.98	-44,903.07
Bill Pmt -Check	11/16/2007	EFT	Nevada Power		NSB Checking	1,420.50	-43,482.57
Bill Pmt -Check	11/16/2007	1142	Boyd Consulting, LLC	Client Meetings Oct 4, 9,10,19	NSB Checking	500.00	-42,982.57
Bill Pmt -Check	11/19/2007	EFT	LVVWD		NSB Checking	1,868.39	-41,114.18
Bill Pmt -Check	11/21/2007	0096	Owens Geotechnical, Inc.		NSB Money Market	8,150.00	-32,964.18
Bill	11/27/2007		LVVWD		Water	-493.39	-33,457.57
Bill	11/30/2007		Boulder Disposal Inc.		Waste Management	-249.99	-33,707.56
Bill	11/30/2007	3243812	Kimley-Horn and Associates Inc.	Ongoing NDOT Coordination	Engineering Expense	-283.50	-33,991.06
Bill Pmt -Check	12/10/2007	1146	Applied Analysis		NSB Checking	5,650.00	-28,341.06
Bill Pmt -Check	12/10/2007	1144	Boulder Disposal Inc.		NSB Checking	249.99	-28,091.07
Bill Pmt -Check	12/10/2007	1145	Kimley-Horn and Associates Inc.		NSB Checking	921.38	-27,169.69
Bill Pmt -Check	12/10/2007	1147	Slater Hanifan Group		NSB Checking	1,552.50	-25,617.19
Bill	12/12/2007	2007-4125	Owens Geotechnical, Inc.	Fault Exploration/Evaluation	Engineering Expense	-19,110.00	-44,727.19
Bill	12/15/2007		Nevada Power		Gas & Electric	-1,243.33	-45,970.52
Bill	12/17/2007	2007-4188	Owens Geotechnical, Inc.	Silverline Road w/o US95	Engineering Expense	-24,500.00	-70,470.52
Bill	12/17/2007	07000850175	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Period Endir	Business Licenses & Fees	-100.00	-70,570.52
Bill Pmt -Check	12/24/2007	EFT	LVVWD		NSB Checking	493.39	-70,077.13

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	12/26/2007	1153	Owens Geotechnical, Inc.		NSB Checking	43,610.00	-26,467.13
Bill Pmt -Check	12/26/2007	1154	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Period Endir	NSB Checking	100.00	-26,367.13
Bill	12/27/2007		LVVWD		Water	-462.09	-26,829.22
Bill	12/29/2007		Nevada Power		Gas & Electric	-1,413.00	-28,242.22
Bill	12/31/2007		Boulder Disposal Inc.		Waste Management	-249.99	-28,492.21
Bill Pmt -Check	01/07/2008	EFT	Nevada Power		NSB Checking	1,243.33	-27,248.88
Bill	01/07/2008	2008-073	Owens Geotechnical, Inc.	Geotech Services for Rinker Quarry Site	Engineering Expense	-8,127.50	-35,376.38
Bill	01/09/2008	40080109001	Mabo International		Marketing Expense	-7,996.50	-43,372.88
Bill Pmt -Check	01/10/2008	1156	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	12,420.05	-30,952.83
Bill Pmt -Check	01/11/2008		Mabo International	Wire Transfer	NSB Checking	7,996.50	-22,956.33
Bill	01/14/2008	103123-A	RUSHOURGRAFFIC		Marketing Expense	-1,300.00	-24,256.33
Bill Pmt -Check	01/15/2008	1157	RUSHOURGRAFFIC		NSB Checking	1,300.00	-22,956.33
Bill Pmt -Check	01/17/2008	EFT	LVVWD		NSB Checking	462.09	-22,494.24
Bill Pmt -Check	01/25/2008	1158	Boulder Disposal Inc.		NSB Checking	249.99	-22,244.25
Bill Pmt -Check	01/25/2008	1159	Kimley-Horn and Associates Inc.	Ongoing NDOT Coordination	NSB Checking	283.50	-21,960.75
Bill Pmt -Check	01/25/2008	1160	Owens Geotechnical, Inc.	Geotech Services for Rinker Quarry Site	NSB Checking	8,127.50	-13,833.25
Bill	01/29/2008		LVVWD		Water	-1,018.99	-14,852.24
Bill	01/30/2008		Nevada Power		Gas & Electric	-1,567.18	-16,419.42
Bill	01/31/2008		Boulder Disposal Inc.		Waste Management	-262.49	-16,681.91
Bill	01/31/2008	3322376	Kimley-Horn and Associates Inc.		Engineering Expense	-3,315.38	-19,997.29
Bill	02/01/2008		Kent Anderson		Cleaning & Janitorial	-13,437.50	-33,434.79
Bill	02/11/2008	2008024854	DOI/BLM		Rent	-150.05	-33,584.84
Bill Pmt -Check	02/19/2008	EFT	LVVWD		NSB Checking	1,018.99	-32,565.85
Bill Pmt -Check	02/21/2008	1163	DOI/BLM		NSB Checking	150.05	-32,415.80
Bill	02/21/2008	3353406	Kimley-Horn and Associates Inc.		Engineering Expense	-267.75	-32,683.55
Bill Pmt -Check	02/23/2008	1165	Boulder Disposal Inc.		NSB Checking	262.49	-32,421.06
Bill Pmt -Check	02/23/2008	1166	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	12,420.25	-20,000.81
Bill Pmt -Check	02/26/2008	EFT	Nevada Power		NSB Checking	2,980.18	-17,020.63
Bill	02/28/2008		LVVWD		Water	-262.37	-17,283.00
Bill	02/29/2008	E2008-65	OGI Environmental, LLC		Engineering Expense	-850.00	-18,133.00
Bill Pmt -Check	02/29/2008	1168	Kimley-Horn and Associates Inc.		NSB Checking	3,583.13	-14,549.87
Bill Pmt -Check	02/29/2008	1169	OGI Environmental, LLC		NSB Checking	850.00	-13,699.87
Bill	02/29/2008		Boyd Consulting, LLC	Meeting w/FS and BLM	Consulting	-1,125.00	-14,824.87
Bill	02/29/2008	280036	Slater Hanifan Group		Engineering Expense	-550.00	-15,374.87
Bill	02/29/2008	280038	Slater Hanifan Group		Engineering Expense	-9,339.00	-24,713.87
Bill Pmt -Check	03/03/2008	1172	Kent Anderson		NSB Checking	13,437.50	-11,276.37
Bill	03/03/2008		Boulder Disposal Inc.		Waste Management	-262.49	-11,538.86
Bill	03/14/2008	5989	AMTI		Engineering Expense	-9,100.00	-20,638.86
Bill Pmt -Check	03/17/2008	EFT	LVVWD		NSB Checking	262.37	-20,376.49
Bill	03/18/2008	3394574	Kimley-Horn and Associates Inc.		Engineering Expense	-389.65	-20,766.14
Bill	03/28/2008		LVVWD		Water	-226.44	-20,992.58
Bill	03/29/2008		Nevada Power		Gas & Electric	-1,389.64	-22,382.22
Bill Pmt -Check	03/31/2008	1175	Boulder Disposal Inc.		NSB Checking	262.49	-22,119.73
Bill Pmt -Check	03/31/2008	1176	Boyd Consulting, LLC	Meeting w/FS and BLM	NSB Checking	1,125.00	-20,994.73
Bill Pmt -Check	03/31/2008	1174	Kimley-Horn and Associates Inc.		NSB Checking	389.65	-20,605.08
Bill Pmt -Check	03/31/2008	1178	AMTI		NSB Checking	9,100.00	-11,505.08
Bill	04/01/2008		Boulder Disposal Inc.		Waste Management	-262.49	-11,767.57
Bill	04/08/2008	40080408501	Mabo International		Marketing Expense	-7,996.50	-19,764.07
Bill	04/11/2008		LL Bradford & Company, LLC		Accounting	-1,550.00	-21,314.07
Bill Pmt -Check	04/14/2008	1180	Boulder Disposal Inc.		NSB Checking	262.49	-21,051.58
Bill Pmt -Check	04/14/2008	1181	LL Bradford & Company, LLC		NSB Checking	1,550.00	-19,501.58

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General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	04/14/2008	6103	AMTI		Engineering Expense	-3,900.00	-23,401.58
Bill Pmt -Check	04/15/2008	EFT	LVVWD		NSB Checking	226.44	-23,175.14
Bill Pmt -Check	04/16/2008	EFT	Nevada Power		NSB Checking	1,389.64	-21,785.50
Bill	04/28/2008		LVVWD		Water	-180.54	-21,966.04
Bill	04/29/2008		Nevada Power		Gas & Electric	-1,299.99	-23,266.03
Bill	04/30/2008		Boulder Disposal Inc.		Waste Management	-262.49	-23,528.52
Bill	05/01/2008	2-678-60674	FedEx		Postage & Delivery	-40.98	-23,569.50
Bill Pmt -Check	05/09/2008		Mabo International		NSB Checking	7,996.50	-15,573.00
Bill Pmt -Check	05/15/2008	EFT	Nevada Power		NSB Checking	1,299.99	-14,273.01
Bill Pmt -Check	05/19/2008	1184	Boulder Disposal Inc.		NSB Checking	262.49	-14,010.52
Bill Pmt -Check	05/19/2008	1185	Slater Hanifan Group		NSB Checking	550.00	-13,460.52
Bill Pmt -Check	05/23/2008	EFT	LVVWD		NSB Checking	180.54	-13,279.98
Bill	05/28/2008		LVVWD		Water	-416.92	-13,696.90
Bill	05/30/2008		Nevada Power		Gas & Electric	-1,259.67	-14,956.57
Bill	05/31/2008		Boulder Disposal Inc.		Waste Management	-262.49	-15,219.06
Bill	06/05/2008	GU920140134	∇V Division of Environmental Protection Annual Fee for: 7/1/08-6/30/09		Engineering Expense	-300.00	-15,519.06
Bill Pmt -Check	06/09/2008	EFT	Nevada Power		NSB Checking	1,259.67	-14,259.39
Bill Pmt -Check	06/09/2008	1187	Slater Hanifan Group		NSB Checking	9,339.00	-4,920.39
Bill Pmt -Check	06/16/2008	EFT	LVVWD		NSB Checking	416.92	-4,503.47
Bill Pmt -Check	06/16/2008	1188	Boulder Disposal Inc.		NSB Checking	262.49	-4,240.98
Bill Pmt -Check	06/16/2008	1189	∇V Division of Environmental Protection Annual Fee for: 7/1/08-6/30/09		NSB Checking	300.00	-3,940.98
Bill	06/19/2008		Kent Anderson		Cleaning & Janitorial	-1,750.00	-5,690.98
Bill	06/26/2008		LVVWD		Water	-577.53	-6,268.51
Bill	06/28/2008		Nevada Power		Gas & Electric	-1,326.80	-7,595.31
Bill	06/30/2008		Boulder Disposal Inc.	Customer# 30-89 0	Waste Management	-262.49	-7,857.80
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Property	-13,413.87	-21,271.67
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Property	-13,413.87	-34,685.54
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Property	-13,413.87	-48,099.41
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Property	-13,413.87	-61,513.28
Bill Pmt -Check	07/17/2008	EFT	LVVWD		NSB Checking	577.53	-60,935.75
Bill Pmt -Check	07/17/2008	EFT	Nevada Power		NSB Checking	1,326.80	-59,608.95
Bill Pmt -Check	07/21/2008	1192	AMTI		NSB Checking	3,900.00	-55,708.95
Bill Pmt -Check	07/21/2008	1194	Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	262.49	-55,446.46
Bill Pmt -Check	07/21/2008	1193	FedEx		NSB Checking	40.98	-55,405.48
Bill	07/28/2008		LVVWD		Water	-523.83	-55,929.31
Bill	07/30/2008		Nevada Power		Gas & Electric	-1,417.28	-57,346.59
Bill	07/31/2008		Boulder Disposal Inc.	Customer# 30-89 0	Waste Management	-273.29	-57,619.88
Bill Pmt -Check	08/04/2008	1196	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	NSB Checking	13,413.87	-44,206.01
Bill	08/04/2008		State of Nevada Business License Renewal		Business Licenses & Fees	-100.00	-44,306.01
Bill Pmt -Check	08/04/2008	1197	ate of Nevada Business License Renewal		NSB Checking	100.00	-44,206.01
Bill	08/08/2008	410	Rietz Consulting Inc.		Engineering Expense	-2,015.00	-46,221.01
Bill	08/08/2008		Kent Anderson		Cleaning & Janitorial	-687.00	-46,908.01
Bill Pmt -Check	08/11/2008	1198	Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	273.29	-46,634.72
Bill Pmt -Check	08/12/2008	1199	Rietz Consulting Inc.		NSB Checking	2,015.00	-44,619.72
Bill Pmt -Check	08/13/2008	EFT	LVVWD		NSB Checking	523.83	-44,095.89
Bill Pmt -Check	08/15/2008	EFT	Nevada Power		NSB Checking	1,417.28	-42,678.61
Bill	08/25/2008		LVVWD		Water	-806.91	-43,485.52
Bill	08/29/2008		Nevada Power		Gas & Electric	-1,519.02	-45,004.54
Bill	08/31/2008		Boulder Disposal Inc.	Customer# 30-89 0	Waste Management	-273.29	-45,277.83
Bill	09/17/2008		State of Nevada Business License Renew License# 010-1006607358		Business Licenses & Fees	-100.00	-45,377.83
Bill Pmt -Check	09/17/2008	1200	Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	273.29	-45,104.54

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
	Bill Pmt -Check	09/17/2008	EFT	Nevada Power		NSB Checking	1,519.02	-43,585.52
	Bill Pmt -Check	09/17/2008	1201	ate of Nevada Business License Renew License# 010-1006607358		NSB Checking	100.00	-43,485.52
	Bill	09/18/2008	420	Rietz Consulting Inc.		Engineering Expense	-600.00	-44,085.52
	Bill Pmt -Check	09/18/2008	1202	Rietz Consulting Inc.		NSB Checking	600.00	-43,485.52
	Bill Pmt -Check	09/19/2008	EFT	LVVWD		NSB Checking	806.91	-42,678.61
	Bill	09/23/2008		LVVWD		Water	-289.40	-42,968.01
	Bill	09/27/2008		Nevada Power		Gas & Electric	-1,241.36	-44,209.37
	Bill Pmt -Check	10/01/2008	1203	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	NSB Checking	13,413.87	-30,795.50
	Bill Pmt -Check	10/16/2008	EFT	Nevada Power		NSB Checking	1,241.36	-29,554.14
	Bill Pmt -Check	10/20/2008	EFT	LVVWD		NSB Checking	289.40	-29,264.74
	Bill Pmt -Check	10/27/2008	1205	Kent Anderson		NSB Checking	2,437.00	-26,827.74
Total Accounts Payable							-26,827.74	-26,827.74
Go Global Note Payable @ 22%								0.00
	Deposit	05/02/2008		Go Global, Inc.	Loan to cover interest payments	NSB Checking	-100,000.00	-100,000.00
	Deposit	05/29/2008		Go Global, Inc.	Loan to cover ANB Interest Pymt	NSB Checking	-25,000.00	-125,000.00
	Check	10/17/2008	1002	Go Global, Inc.	Interest Payment on 5/2/08 loan @ 22% through 10/17/08	NSB Money Market	12,250.68	-112,749.32
	General Journal	10/17/2008		Go Global, Inc.	Accumulated Interest through 10/17/08	Interest Expense	-12,250.68	-125,000.00
	Check	10/27/2008	1204	Go Global, Inc.	Principal Payment to \$125K Loan	NSB Checking	55,000.00	-70,000.00
	Check	10/27/2008	1206	Go Global, Inc.	Principal Payment to \$125K Loan	NSB Checking	15,000.00	-55,000.00
	General Journal	10/27/2008		Desert Lakes Holdings LLC	GG to carry remainder of loan balance directly with DLSDue (to) from Desert Lakes Hldg		22,657.75	-32,342.25
	General Journal	10/27/2008	LLB-BB-07-9	Go Global, Inc.	Accumulated Interest through 10/27/08	Interest Expense	-753.42	-33,095.67
Total Go Global Note Payable @ 22%							-33,095.67	-33,095.67
Alliance Mortgage Note								0.00
	General Journal	09/14/2006	13		Pan Metal Property Closing	Boulder Property	-16,500,000.00	-16,500,000.00
	General Journal	05/29/2007			ANB Financial Refinance	Closing Costs	17,099,370.82	599,370.82
	General Journal	05/29/2007			Interest from 5/1/07-5/25/07 paid with ANB Refinance	Mortgage	-148,958.25	450,412.57
	General Journal	05/29/2007			Deferred Points Principal Balance paid w/ANB Refinance	Loan Fees	-412,500.00	37,912.57
	General Journal	05/29/2007			Interest on 412.5K from 4/14-5/25 paid w/ANB Refinance	Loan Interest	-6,256.32	31,656.25
	General Journal	05/29/2007			Interest on 412.5K from 9/14/06-4/14/07 paid w/ANB Refi	Loan Interest	-31,281.25	375.00
	General Journal	05/29/2007			Administrative & Demand Fee paid w/ANB Refinance	Closing Costs	-375.00	0.00
Total Alliance Mortgage Note							0.00	0.00
ANB Financial Loan								0.00
	General Journal	05/29/2007			ANB Financial Refinance	Closing Costs	-21,000,000.00	-21,000,000.00
	Transfer	05/10/2008			FDIC pass with hold (to credit to loan later)	Pulaski Bank MMA	508,003.60	-20,491,996.40
Total ANB Financial Loan							-20,491,996.40	-20,491,996.40
Payroll Liabilities								0.00
Total Payroll Liabilities								0.00
Capital Accounts								0.00
Antonio Nevada, LLC								0.00
Capital								0.00
	Deposit	09/12/2006		D&D Properties, LLC	Initial Investment	NSB Checking	-2,500,000.00	-2,500,000.00
	Deposit	10/24/2006		Go Global, Inc.	Yomi, LLC contribution for Antonio Nevada, LLC	NSB Checking	-500,000.00	-3,000,000.00
Total Capital							-3,000,000.00	-3,000,000.00
Contributions								0.00
Total Contributions								0.00

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Distributions								0.00
	Check	09/20/2007		Antonio Nevada, LLC		NSB Checking	2,230,000.00	2,230,000.00
	Check	09/21/2007		Antonio Nevada, LLC		NSB Checking	770,000.00	3,000,000.00
Total Distributions							3,000,000.00	3,000,000.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
Antonio Nevada, LLC - Other								0.00
Total Antonio Nevada, LLC - Other								0.00
Total Antonio Nevada, LLC							0.00	0.00
Eddyline Investments, LLC								0.00
Capital								0.00
Total Capital								0.00
Contributions								0.00
	Deposit	01/26/2007		Eddyline Investments, LLC	Capital Contribution	NSB Checking	-50,000.00	-50,000.00
Total Contributions							-50,000.00	-50,000.00
Distributions								0.00
Total Distributions								0.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
Eddyline Investments, LLC - Other								0.00
Total Eddyline Investments, LLC - Other								0.00
Total Eddyline Investments, LLC							-50,000.00	-50,000.00
Go Global, Inc.								0.00
Capital								0.00
	General Journal	09/15/2005	1	Secretary of State	GG paid SOS-Articles of Org. fee to establish Eldorado H	Business Licenses & Fees	-200.00	-200.00
	General Journal	10/25/2005	2	Secretary of State	GG paid SOS-Initial List of Members Filing Fee	Business Licenses & Fees	-125.00	-325.00
	General Journal	03/17/2006	5	he Rogich Family 2004 Irrevocable Tru	EMD for purchase from Pan Metal Corportation (Paid w/C	Deposits for Closing	-250,000.00	-250,325.00
	General Journal	04/18/2006	3	OGI Environmental, LLC	Inv# E2006-78 paid by GG-Anal Check# 1099	Engineering Expense	-2,500.00	-252,825.00
	General Journal	05/09/2006	4	WRG Design Inc.	ALTA Survey	Engineering Expense	-14,000.00	-266,825.00
	General Journal	06/01/2006	6	OGI Environmental, LLC	Inv# E2006-110 paid by GG-NSB Check# 1067 for Phase	Engineering Expense	-3,850.00	-270,675.00
	General Journal	06/23/2006	7	Shreck Brignone	Inv# 100089 PSA for Eldorado Hills paid by GG-NSB Che	Legal Fees	-1,080.00	-271,755.00
	General Journal	06/28/2006	8	Lionel Sawyer & Collins	Inv# 285965 paid by GG-NSB Check# 1108	Legal Fees	-6,262.50	-278,017.50
	General Journal	06/28/2006	9	WRG Design Inc.	Inv# 0029452 paid by GG-NSB Check# 1106	Engineering Expense	-7,320.00	-285,337.50
	General Journal	06/28/2006	10	Shreck Brignone	Inv# 100088 paid by GG-NSB Check# 1107	Legal Fees	-522.00	-285,859.50
	Deposit	08/10/2006		Go Global, Inc.	CC to open new NSB checking account	NSB Checking	-10,000.00	-295,859.50
	Deposit	08/18/2006		Go Global, Inc.	CC to cover expenses	NSB Checking	-15,000.00	-310,859.50
Total Capital							-310,859.50	-310,859.50
Contributions								0.00
	Deposit	08/30/2006		Jared Smith	Initial Investment	NSB Checking	-50,000.00	-50,000.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	09/06/2006		Go Global, Inc.	CC to cover expenses	NSB Checking	-30,000.00	-80,000.00
Deposit	09/11/2006		Craig Dunlap	Initial Investment	NSB Checking	-50,000.00	-130,000.00
Deposit	09/13/2006		Eric Rietz	Initial Investment	NSB Checking	-20,000.00	-150,000.00
Deposit	09/13/2006		Go Global, Inc.	Advance from GG NSB LOC for closing	NSB Checking	-850,000.00	-1,000,000.00
Deposit	12/21/2006		Go Global, Inc.	CC: Cover Alliance Interest Payment	NSB Checking	-20,000.00	-1,020,000.00
Deposit	01/16/2007		Go Global, Inc.	CC: Payback RG loan	NSB Checking	-50,000.00	-1,070,000.00
Deposit	01/31/2007		Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Pymts	NSB Checking	-120,000.00	-1,190,000.00
Deposit	03/06/2007		Go Global, Inc.	CC: Cover Appraisal Fee	NSB Checking	-5,000.00	-1,195,000.00
Deposit	04/06/2007		Go Global, Inc.	CC to cover 1/2 of Alliance Interest Pymt	NSB Checking	-90,000.00	-1,285,000.00
Deposit	04/30/2007		Go Global, Inc.	CC: To cover interest expense	NSB Checking	-240,000.00	-1,525,000.00
Deposit	05/15/2007		Go Global, Inc.	CC: Cover Robert Ray Payback	NSB Checking	-285,000.00	-1,810,000.00
Deposit	05/15/2007		Go Global, Inc.	CC: Cover PSP Payment	NSB Checking	-10,000.00	-1,820,000.00
Deposit	05/24/2007		Go Global, Inc.	CC: Cover PSP Pymt	NSB Checking	-5,000.00	-1,825,000.00
Deposit	09/19/2007		Go Global, Inc.	CC to cover Antonio Nevada Payment	NSB Checking	-2,230,000.00	-4,055,000.00
Deposit	11/16/2007		Go Global, Inc.	Loan to cover Nov ANB Interest Pymt	NSB Checking	-174,000.00	-4,229,000.00
Deposit	11/30/2007		Go Global, Inc.	CC: Cover Expenses	NSB Checking	-5,000.00	-4,234,000.00
Deposit	12/21/2007		Go Global, Inc.	CC: Cover ANB Interest Payment	NSB Checking	-175,000.00	-4,409,000.00
Deposit	12/26/2007		Go Global, Inc.	CC: Cover Engineering Expenses	NSB Checking	-25,000.00	-4,434,000.00
Deposit	01/10/2008		Go Global, Inc.	Loan to cover expenses	NSB Checking	-20,000.00	-4,454,000.00
Deposit	02/23/2008		Go Global, Inc.	Loan to cover ANB Interest Pymt	NSB Checking	-180,000.00	-4,634,000.00
Deposit	02/23/2008		Go Global, Inc.	Loan to cover property tax	NSB Checking	-10,000.00	-4,644,000.00
Deposit	03/28/2008		Go Global, Inc.	Loan to cover interest payments	NSB Checking	-168,000.00	-4,812,000.00
Deposit	05/29/2008		Go Global, Inc.	CC for ANB Interest Pymt	NSB Checking	-54,000.00	-4,866,000.00
Deposit	06/27/2008		Go Global, Inc.	CC for ANB Interest Payment	NSB Checking	-34,000.00	-4,900,000.00
Deposit	07/09/2008		Go Global, Inc.	Deposit	NSB Checking	-73,870.00	-4,973,870.00
Total Contributions						-4,973,870.00	-4,973,870.00
Distributions							0.00
General Journal	12/31/2006	LLB-06-3		Reclass	Interest Expense	643,499.94	643,499.94
Check	06/14/2007	1080	Go Global, Inc.	Capital Distribution	NSB Checking	200,000.00	843,499.94
Transfer	09/19/2007			Split \$2.23M Contribution between CC & Loan	Due (to) from Go Global	470,000.00	1,313,499.94
Transfer	09/19/2007			Payoff Go Global Loan	Go Global Loan @ 8.25%	400,000.00	1,713,499.94
General Journal	12/31/2007	LLB-BB-07-2		Reclass per Carlos	Consulting	1,420,000.00	3,133,499.94
General Journal	10/27/2008		Jared Smith	Apply Jared's CC to DLSC Loan	Due (to) from Desert Lakes Hldg	50,000.00	3,183,499.94
Total Distributions						3,183,499.94	3,183,499.94
Net Profit or (Loss)							0.00
Total Net Profit or (Loss)							0.00
Go Global, Inc. - Other							0.00
Total Go Global, Inc. - Other							0.00
Total Go Global, Inc.						-2,101,229.56	-2,101,229.56
Ray Family Trust							0.00
Capital							0.00
Deposit	05/15/2007		Ray Family Trust	Deposit	Due (to) from Robert Ray	-250,000.00	-250,000.00
Deposit	05/15/2007		Ray Family Trust	Deposit	Due (to) from Robert Ray	-33,561.60	-283,561.60
Total Capital						-283,561.60	-283,561.60
Contributions							0.00

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Contributions								0.00
Distributions								0.00
Total Distributions								0.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
Ray Family Trust - Other								0.00
Total Ray Family Trust - Other								0.00
Total Ray Family Trust							-283,561.60	-283,561.60
The Rogich Family 2004 Ir Trust								0.00
Capital								0.00
	General Journal	03/17/2006	12	Nevada Title	EMD	Deposits for Closing	-250,000.00	-250,000.00
Total Capital							-250,000.00	-250,000.00
Contributions								0.00
	Deposit	09/12/2006		The Rogich Family 2004 Irrevocable Tru CC for closing		NSB Checking	-600,000.00	-600,000.00
	Deposit	02/07/2007		The Rogich Family 2004 Irrevocable Tru CC to cover Alliance Interest Payments		NSB Checking	-178,750.00	-778,750.00
	Deposit	03/05/2007		The Rogich Family 2004 Irrevocable Tru CC to cover Alliance Interest Payments		NSB Checking	-178,750.00	-957,500.00
	Deposit	04/06/2007		The Rogich Family 2004 Irrevocable Tru CC to cover 1/2 of Alliance Interest Pymt		NSB Checking	-89,375.00	-1,046,875.00
	Deposit	05/23/2007		The Rogich Family 2004 Irrevocable Tru CC to cover Alliance Interest Payment		NSB Checking	-178,750.00	-1,225,625.00
	Deposit	09/21/2007		The Rogich Family 2004 Irrevocable Tru CC Cover Antonio Nevada Payment		NSB Checking	-778,000.00	-2,003,625.00
	Deposit	05/29/2008		The Rogich Family 2004 Irrevocable Tru CC for ANB Interest Pymt		NSB Checking	-54,000.00	-2,057,625.00
	Deposit	06/27/2008		The Rogich Family 2004 Irrevocable Tru CC to cover ANB Interest Payment		NSB Checking	-34,000.00	-2,091,625.00
Total Contributions							-2,091,625.00	-2,091,625.00
Distributions								0.00
	Check	06/14/2007	1079	he Rogich Family 2004 Irrevocable Tru Capital Distribution		NSB Checking	200,000.00	200,000.00
Total Distributions							200,000.00	200,000.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
The Rogich Family 2004 Ir Trust - Other								0.00
Total The Rogich Family 2004 Ir Trust - Other								0.00
Total The Rogich Family 2004 Ir Trust							-2,141,625.00	-2,141,625.00
Capital Accounts - Other								0.00
Total Capital Accounts - Other								0.00
Total Capital Accounts							-4,576,416.16	-4,576,416.16
Opening Bal Equity								0.00
Total Opening Bal Equity								0.00
Retained Earnings								0.00
	Closing Entry	12/31/2005					325.00	325.00

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
	General Journal	01/01/2006	LLB-06-1		Reclass	Business Licenses & Fees	-325.00	0.00
	Closing Entry	12/31/2006					41,618.31	41,618.31
	Closing Entry	12/31/2007					2,276,059.86	2,317,678.17
	Closing Entry	12/31/2008					1,076,627.69	3,394,305.86
	Closing Entry	12/31/2009						3,394,305.86
	Closing Entry	12/31/2010						3,394,305.86
	Closing Entry	12/31/2011						3,394,305.86
	Closing Entry	12/31/2012						3,394,305.86
	Closing Entry	12/31/2013						3,394,305.86
Total Retained Earnings							3,394,305.86	3,394,305.86
Commission Income								0.00
Total Commission Income								0.00
Consulting Fee Income								0.00
Total Consulting Fee Income								0.00
Gifts Received								0.00
Total Gifts Received								0.00
Miscellaneous Income								0.00
Total Miscellaneous Income								0.00
Rental Income								0.00
Total Rental Income								0.00
Rent								0.00
Total Rent								0.00
Appraisal Fees								0.00
Total Appraisal Fees								0.00
Automobile Expense								0.00
Gas								0.00
Total Gas								0.00
Automobile Expense - Other								0.00
Total Automobile Expense - Other								0.00
Total Automobile Expense								0.00
Bank Service Charge								0.00
Total Bank Service Charge								0.00
Business Licenses & Fees								0.00
Total Business Licenses & Fees								0.00
Charitable Donations								0.00
Total Charitable Donations								0.00
Closing Costs								0.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Closing Costs							0.00
Dues & Subscriptions							0.00
Total Dues & Subscriptions							0.00
Engineering Expense							0.00
Total Engineering Expense							0.00
Equipment Rental							0.00
Total Equipment Rental							0.00
Gifts to Clients							0.00
Total Gifts to Clients							0.00
Insurance							0.00
Liability							0.00
Total Liability							0.00
Insurance - Other							0.00
Total Insurance - Other							0.00
Total Insurance							0.00
Interest Expense							0.00
Finance Charge							0.00
Total Finance Charge							0.00
Loan Interest							0.00
Total Loan Interest							0.00
Mortgage							0.00
Total Mortgage							0.00
Interest Expense - Other							0.00
Total Interest Expense - Other							0.00
Total Interest Expense							0.00
Loan Fees							0.00
Total Loan Fees							0.00
Maintenance							0.00
Cleaning & Janitorial							0.00
Total Cleaning & Janitorial							0.00
Repairs							0.00
Total Repairs							0.00
Maintenance - Other							0.00
Total Maintenance - Other							0.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Maintenance							0.00
Marketing Expense							0.00
Total Marketing Expense							0.00
Mileage Expense							0.00
Total Mileage Expense							0.00
Miscellaneous Expense							0.00
Total Miscellaneous Expense							0.00
Office Expense							0.00
Office Supplies							0.00
Total Office Supplies							0.00
Postage & Delivery							0.00
Total Postage & Delivery							0.00
Printing & Reproduction							0.00
Total Printing & Reproduction							0.00
Office Expense - Other							0.00
Total Office Expense - Other							0.00
Total Office Expense							0.00
Payroll Expenses							0.00
Total Payroll Expenses							0.00
Professional Fees							0.00
Accounting							0.00
Total Accounting							0.00
Consulting							0.00
Total Consulting							0.00
Legal Fees							0.00
Total Legal Fees							0.00
Professional Fees - Other							0.00
Total Professional Fees - Other							0.00
Total Professional Fees							0.00
Taxes							0.00
Federal							0.00
Total Federal							0.00
Personal Property							0.00
Total Personal Property							0.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Property							0.00
Total Property							0.00
Taxes - Other							0.00
Total Taxes - Other							0.00
Total Taxes							0.00
Tools & Misc. Equipment							0.00
Total Tools & Misc. Equipment							0.00
Travel & Entertainment							0.00
Lodging							0.00
Total Lodging							0.00
Meals & Entertainment							0.00
Total Meals & Entertainment							0.00
Travel							0.00
Total Travel							0.00
Travel & Entertainment - Other							0.00
Total Travel & Entertainment - Other							0.00
Total Travel & Entertainment							0.00
Uncategorized Expense							0.00
Total Uncategorized Expense							0.00
Utilities							0.00
Gas & Electric							0.00
Total Gas & Electric							0.00
Telephone & Fax							0.00
Total Telephone & Fax							0.00
Waste Management							0.00
Total Waste Management							0.00
Water							0.00
Total Water							0.00
Utilities - Other							0.00
Total Utilities - Other							0.00
Total Utilities							0.00
Interest Income							0.00
Total Interest Income							0.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
No acct							0.00
Total no acct							0.00
TOTAL						0.00	0.00

EXHIBIT 2-I

EXHIBIT 2-I

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:29 PM
To: Mark Simons
Subject: FW: Nanyah Vegas Investment
Attachments: Nanyah Vegas CF Letter + Documents.pdf

From: srellamas@gmail.com [<mailto:srellamas@gmail.com>] **On Behalf Of** Summer Rellamas
Sent: Saturday, December 8, 2007 2:41 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Cc: mareshel@zahav.net.il; feingold@actcom.co.il
Subject: Nanyah Vegas Investment

Dear Mr. Harlap,

Please find attached your investment confirmation letter, as well as the organizational documents for Nanyah Vegas, LLC. If I may be of any assistance in the future, please feel to contact me at anytime.

Best Regards,

--

Summer Rellamas
Finance & Administration Manager
Go Global Properties
3060 E. Post Rd, Suite 110
P: (702) 617-9861 x101
F: (702) 617-9862

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Go Global Properties

T: (702) 617-9861

F: (702) 617-9862

www.GoGlobalProperties.com

December 7th, 2007

Nanyah Vegas, LLC

Via email: yoav.harlap@nanyah.com

mareshel@zahav.net.il

feingold@actcom.co.il

Dear Mr. Harlap,

Welcome to the Go Global Properties investment family, where innovative solutions meet exceptional results. We'd like to thank you for your recent investment into CanaMex Nevada, LLC. Your wire of one million five-hundred thousand dollars (\$1,500,000) was received on 12/6/2007 and has been recorded under the entity Nanyah Vegas, LLC.

Your 2007 federal tax forms should be received by February 2008 and will be delivered to you via email at yoav.harlap@nanyah.com. If you prefer another method of delivery, or would like an additional copy sent directly to your accountant please contact me, Summer Rellamas, via email at summer@goglobalproperties.com, or Carlos directly at Carlos@GoGlobalProperties.com and we will be happy to make the necessary arrangements. Also, for files, and following this letter are your Nanyah Vegas corporate documents.

Once again we'd like to thank you for your investment and look forward to a long and profitable relationship.

Sincerely,

Summer Rellamas

Summer Rellamas
Finance & Administration Manager

EXHIBIT 2-J

EXHIBIT 2-J

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:30 PM
To: Mark Simons
Subject: FW: CanaMex Nevada Update
Attachments: 2008 Jan 2nd.pdf

From: Carlos Huerta [<mailto:hurricanehuerta@gmail.com>] On Behalf Of Carlos Huerta
Sent: Thursday, January 3, 2008 2:19 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: CanaMex Nevada Update

Hello Yoav,

Please review the attached, at your leisure, and let me know if you have any questions.

Thanks.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590
Las Vegas, NV 89169
T: 702.617.9861
F: 702.617.9862

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Go Global Properties
3883 Howard Hughes Pkwy #590
Las Vegas, NV 89169
Ph: 702.617.9861
Fax: 702.617.9862

January 2, 2008

RE: CanaMex Nevada, LLC

Let this serve as a brief update to our project adjacent to the US 95 and Boulder City in Clark County Nevada. The following bordered section is an excerpt from the Clark County Board of Commissioner's meeting agenda for January 2nd, 2008.

UNINCORPORATED

18. NZC-1289-07 – ELDORADO HILLS, LLC:

AMENDED ZONE CHANGE to reclassify 80.0 acres from R-U (Rural Open Land) Zone to M-1 (Light Manufacturing) Zone for a future light manufacturing/distribution center.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** reduced right-of-way dedication; **2)** full off-site improvements (including paving) (previously not notified); and **3)** non-dedication of right-of-way on the north, east, and west property lines (previously not notified) on 160.0 acres in an M-2 (Industrial) Zone (previously not notified) and a proposed M-1 (Light Manufacturing) Zone (previously not notified). Generally located one mile west of U.S. Highway 95 and 1.5 miles south of U.S. Highway 93/95 within South County (Eldorado Valley) (description on file).

BW/am/mh

PC Action - Approved

EXTENSION OF TIME AND WAIVERS OF DEVELOPMENT STANDARDS

At 1:56 pm today, the Board of County Commissioners unanimously approved our rezoning application. The new M-1 zoning designation on the northern 80 acres of the Eldorado Property adds significant value to the entire 161.93 acres. With the entire site now zoned "industrial," the property is unique to the Las Vegas area, offering rare contiguous acreage of prime industrial land that is superior to anything in the current market. Market value for the 161.93 acres, based on comparable properties with the same zoning, we estimate at more than \$92 million. This would bring the estimated value of the property to over \$572,000 per acre or \$13 per square foot.

Hope that this finds you all healthy and happy in this New Year.

Respectfully,

Carlos Huerta

Carlos Huerta

EXHIBIT 2-K

EXHIBIT 2-K

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:30 PM
To: Mark Simons
Subject: FW: Nanyah Vegas - Annual Investor Update
Attachments: Yoav Harlap AIU.pdf

From: srellamas@gmail.com [mailto:srellamas@gmail.com] **On Behalf Of** Summer Rellamas
Sent: Wednesday, January 30, 2008 2:18 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: Nanyah Vegas - Annual Investor Update

Dear Mr. Harlap,

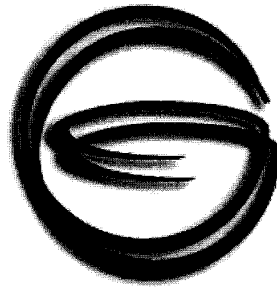
Please find attached your annual investor portfolio which summarizes your investments with Go Global Properties. If you have any questions, or would like a hard copy mailed to you, please feel free to contact me at anytime.

Sincerely,

--

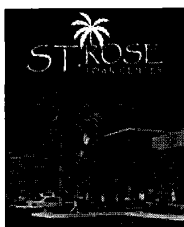
Summer Rellamas
Finance & Administration Manager
Go Global Properties
3060 E. Post Rd, Suite 110
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F: (702) 617-9862

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GO GLOBAL
PROPERTIES

Annual Investor Update



3883 Howard Hughes Parkway • Suite 590 • Las Vegas, NV • 89169 • Ph: 1 702 617 9861 • Fax: 1 702 617 9862



GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

Dear Go Global Investor,

As we close out 2007 and welcome in 2008 we'd like to take this time to thank you for being a part of the Go Global Properties investment family. In this annual investor update you will find an Overall Financial Market Outlook for 2008, a summary of your investment portfolio with Go Global, and a Contact Information sheet. As we prepare for the 2007 tax season, and in order to ensure that pertinent information reaches you in the most efficient manner, please take the time to review your Contact Information sheet. Any additions or corrections may be faxed to Summer Rellamas at 702-617-9862 or emailed to summer@goglobalproperties.com. You may expect to receive your 2007 Schedule K-1 forms by the end of March 2008. If you would like an additional copy sent directly to your accountant/financial advisor please provide their information on the Contact Information sheet.

2007 has been a banner year for Go Global with milestones for several of our projects.

CanaMex Nevada is home to 161.93 acres of partially developed property located on the edge of Clark County off of US 95 and Silverline Road, on the east side of the McCollough Mountain Range, just past the Railroad Pass Casino. The property has spectacular views of Boulder City, Nevada with great access to major interstates and is strategically located adjacent to the proposed Boulder City Bypass. Initial zoning consisted of R-U (Rural Open Land) on the northern 80 acres and M-2 (Industrial) on the southern 80 acres. However, on January 2, 2008 the Clark County Board of Commissioners unanimously approved our rezoning application to reclassify the 80 acres of R-U to M-1 (Light Manufacturing). The new M-1 designation on the northern 80 acres of the Eldorado Property adds significant value to the entire 161.93 acres. With the new site now zoned "industrial," the property is unique to the Las Vegas area, offering rare contiguous acreage of prime industrial land that is superior to anything in the current market. Market value for the 161.93 acres, based on comparable properties with the same zoning, we estimate at more than \$92 million. This would bring the estimated value of the property to over \$572,000 per acre or \$13 per square foot.

Dean Martin Center consists of +/- 6 acres of property located on I-15 in Southern Highlands. The property is one of the few undeveloped parcels in or near the master planned community and is currently zoned for a mixed-use office and retail development. We are currently working on a full-scale lease-out and development of approximately 125,000 square-feet of class A office space and another 20,000 square feet of retail. As of December we have received final approval on construction financing through City National Bank and expect to break ground on vertical construction in February.

The Retreat at Mt. Charleston is +/- 4 acres of property strategically located at the top of Mt. Charleston, Nevada just a 40-minute drive from the Las Vegas Strip and boasts one of the most scenic views in all of Nevada. The project will be a high-end condo/hotel resort and retreat featuring state of the art spa, restaurant, banquet, and reception facilities. Although currently not in the development stages, the property is home to The Mt. Charleston Lodge, an income generating asset, which in March 2007 received their 3rd consecutive 1st place finish in AOL CityGuide Las Vegas City's Best 2007 "Outdoor Dining" category. For the full article or more information on the lodge please visit <http://www.mtcharlestonlodge.com>.

If you would like more information on these or any of our other investment opportunities please contact our Marketing Director, Dan DeArmas at 702-617-9861 x103 or ddearmas@goglobalproperties.com.

Once again we'd like to thank you for being a part of the Go Global properties investment family and may your 2008 be filled with health and prosperity.

Sincerely,



Summer Rellamas
Finance & Administration Manager



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"Where innovative solutions, meet exceptional results."

2008 Go Global Properties Overall Financial Market Outlook

As we begin the New Year, Go Global Properties would like to take this opportunity to provide you with an overview of the financial market in Southern Nevada. Go Global Properties continues its commitment to servicing all of its projects with a relentless dedication to maximizing profitability. Go Global Properties believes that its projects are positioned well in the market and poised for success in the coming months and years.

The current financial markets in the U.S. have led to a credit crunch with regard to residential refinancing and new home loans. Many of our banks, because of the sub prime loan market's well-documented failures, have begun to tighten their traditional banking standards. As a result, the underwriting process is becoming increasingly more arduous. This will affect real estate construction and development, as it will trickle down to other types of lending/financing such as commercial project and land loans. Nationally, in 2007 only six major U.S. cities have posted residential price increases of over 5%.

Nevada's largest regional bank (Nevada State Bank, owned by Zions Bank) had one of its strongest years ever, but did not provide many land or residential loans. It generated more than \$1.5 billion in RE loans (very strong for a bank of its size), flourished in extending loans on cash-flowing assets (mostly leased properties), and plans to continue this business model in 2008. While the current credit crunch should persist through 2008, with bank underwriting continuing to tighten, most well-versed economists and bankers expect the lending markets to become healthy and stable by end of year 2008 or 2009.

It is the opinion of Go Global Properties that the lending markets and real estate markets must work in harmony in order to achieve a good bill of health. However, the billions of dollars of loans extended to inappropriate borrowers over the past five years along with predatory lending standards, has sent a shockwave through the industry that will require great introspection, reexamination, and revamping of all lending protocols. Once this situation is better understood and controlled, there will be an improved banking/lending environment.

Currently, life insurance companies and pension funds are gobbling up many of the large commercial real estate loans while the banks sit on the sidelines. This will lead to a lack of financing, which will affect development and financing throughout 2008. Appraisals are also subject to these financial pressures. The lenders are now ensuring that appraisers use more conservative capitalization rates in their calculations, which results in lower appraised values. Appraisers today are often being asked to review and re-review their prior work for any possible oversights or mistakes.

These conditions have caused some to compare today's Las Vegas to 1990's Southern California. Despite current market pressures, Las Vegas has strengths which should overcome the forces which depressed the Southern California market in the 1990's. In general, immense liquidity still exists in the Las Vegas market. "Unlike the California crash in the early 90's", says well-known economist Dr. Keith Schwer, "there is a lot of liquidity in the markets today." In the early 90's, lack of employment also contributed to the markets crashing. Today's Las Vegas, unlike California of the 1990's, has job creation, liquidity and limited land, which will offset the principal market forces that crashed Southern California.

Mini-perms (from construction loans) may be a good option for the next 2-3 years, before obtaining permanent financing. Many lenders currently prefer mini-perms as a less risky alternative to extending permanent loans.

In Las Vegas, we are still experiencing considerable growth, but, inward migration is down from prior years according to the number of driver's license permits issued annually.

On the very positive side, in Las Vegas and nationally, rental rates are moving up. This has helped some of the commercial loans out in the market today and explains why regional banks, like Nevada State Bank, have had banner years, so long as they stayed away from the sub prime residential loans that have harmed many large institutions such as Morgan Stanley, Citibank, and Merrill Lynch.

From The Wall Street Journal
Dec. 20, 2007

Bear Stearns posted the first quarterly loss in its 84-year history on a higher-than-projected \$1.9 billion in mortgage write-downs. The company reported negative revenue of \$379 million as write-downs surpassed revenue. Chairman and Chief Executive James E. Cayne said the firm was "obviously upset" with the results and that Bear's executive committee won't receive bonuses this year.

In regards to the national economy, with the rise in oil prices, we will remain on edge as to whether we dip into a recession, but it is expected that oil prices will go back down again soon.

The decrease in value of the U.S. dollar is great for tourism and should increase business in Las Vegas. We are now seeing many foreigners, from Asia specifically, looking at buying real estate in our market. Las Vegas will be opening another 40,000 rooms in 2009 which should cause a huge wave of tourism to hit Las Vegas. This expansion should also spur substantial job growth, which will lead to a rather strong leasing market for apartments and residential real estate.

Economic downturns will test young people's mettle, but short-term problems must be managed with an eye towards addressing the long-term problems. In the big picture, the national economy is very, very important to us, but the U.S. economy has continued to grow with industrial vacancies being very low, specifically in Las Vegas, due to a lack of industrial land. The office markets have held up fine with retail rentals continuing to remain very strong. Residential sales have been very soft, but Las Vegas is still building, and had a total of 35,000 homes sold in 2007 (new and re-sales). As long as the local market can provide goods or services that people want, like tourism, Las Vegas will do well in the long term.

For now, banks will still evaluate the individual project based on its fundamentals: Whether the project has realistic assumptions/projections. Due Diligence by the developers is also very important. This is the overwhelming message to developers both locally and nationwide. A healthy project will remain a healthy project and financing will be available for healthy projects moving forward, although a bit more scrutinized than before.

Full Ranking of Fastest-Growing States

Census Bureau's estimates of the population of each state on July 1, 2007. The states are listed in order of rate of population increase from 2006 to 2007.

<u>State</u>	<u>July 2007</u>	<u>July 2006</u>	<u>%Change</u>
Nevada	2,565,382	2,492,427	2.9
Arizona	6,338,755	6,165,689	2.8
Utah	2,645,330	2,579,535	2.6
Idaho	1,499,402	1,463,878	2.4
Georgia	9,544,750	9,342,080	2.2
North Carolina	9,061,032	8,869,442	2.2
Texas	23,904,380	23,407,629	2.1
Colorado	4,861,515	4,766,248	2.0
Wyoming	522,830	512,757	2.0
South Carolina	4,407,709	4,330,108	1.8
Oregon	3,747,455	3,691,084	1.5
Washington	6,468,424	6,374,910	1.5
New Mexico	1,969,915	1,942,302	1.4
Delaware	864,764	852,747	1.4
Tennessee	6,156,719	6,074,913	1.3
Louisiana	4,293,204	4,243,288	1.2
Montana	957,861	946,795	1.2
Oklahoma	3,617,316	3,577,536	1.1
Florida	18,251,243	18,057,508	1.1
South Dakota	796,214	788,467	1.0
Virginia	7,712,091	7,640,249	0.9
Arkansas	2,834,797	2,809,111	0.9
Alaska	683,478	677,450	0.9
Kentucky	4,241,474	4,204,444	0.9
California	36,553,215	36,249,872	0.8
Minnesota	5,197,621	5,154,586	0.8
Alabama	4,627,851	4,590,240	0.8
Kansas	2,775,997	2,755,817	0.7
Missouri	5,878,415	5,837,639	0.7
Mississippi	2,918,785	2,899,112	0.7
Indiana	6,345,289	6,302,646	0.7
Nebraska	1,774,571	1,763,765	0.6
Illinois	12,852,548	12,777,042	0.6
Iowa	2,988,046	2,972,566	0.5
Wisconsin	5,601,640	5,572,660	0.5
District of Columbia	588,292	585,459	0.5
Hawaii	1,283,388	1,278,635	0.4
North Dakota	639,715	637,460	0.4
New Hampshire	1,315,828	1,311,821	0.3
Maryland	5,618,344	5,602,017	0.3
Pennsylvania	12,432,792	12,402,817	0.2
Massachusetts	6,449,755	6,434,389	0.2
New Jersey	8,685,920	8,666,075	0.2
Connecticut	3,502,309	3,495,753	0.2
West Virginia	1,812,035	1,808,699	0.2
Maine	1,317,207	1,314,910	0.2
New York	19,297,729	19,281,988	0.1
Vermont	621,254	620,778	0.1
Ohio	11,466,917	11,463,513	0.02
Michigan	10,071,822	10,102,322	-0.3
Rhode Island	1,057,832	1,061,641	-0.4

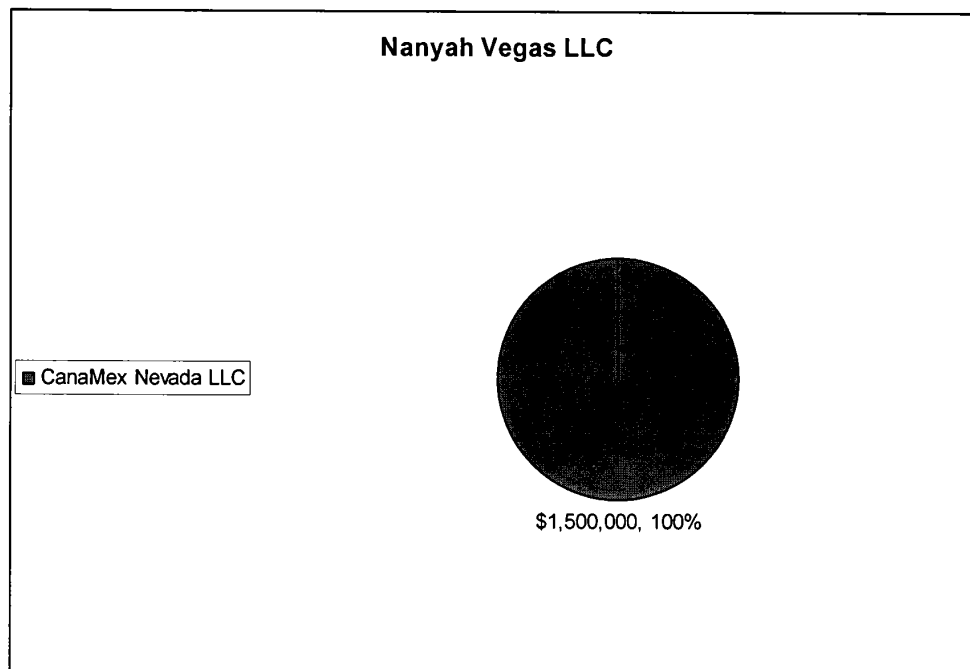


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Nanyah Vegas LLC

CanaMex Nevada LLC	\$1,500,000
Total Capital Investment	\$1,500,000



Contact Information

Please update any information and return via mail or fax to 702-617-9862

Investor: Nanyah Vegas LLC
Tax Payer ID: Applied For

Principal Contact: Yoav Harlap
Date of Birth: _____
Email: yoav.harlap@nanyah.com
Address: 134 Haeshel St
Herzelia, Israel 46644
Phone: 011-972-54200000

If you would like a copy of your K-1 sent directly to your accountant/financial advisor please provide their contact information below

Accountant/
Financial Advisor: _____
Email: _____
Address: _____

Phone: _____

EXHIBIT 2-L

EXHIBIT 2-L

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:31 PM
To: Mark Simons
Subject: FW: Update from Vegas
Attachments: 3-13-08 Update.pdf

From: Carlos Huerta [<mailto:hurricanehuerta@gmail.com>] On Behalf Of Carlos Huerta
Sent: Thursday, March 13, 2008 8:19 PM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: Update from Vegas

Hello Yoav,

Just saying hello and shooting you a quick update.

Please see the attached, at your leisure.

Thanks,

Carlos Huerta
Go Global Properties
3883 Howard Hughes Pkwy
Suite 590
Las Vegas, NV 89169
T: 702-617-9861, x102
e: Carlos@GoGlobalProperties.com

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Go Global Properties

T: (702) 617-9861

F: (702) 617-9862

www.GoGlobalProperties.com

March 13th, 2008

Dear Yoav,

I hope all is well with you at the current time. We, at Go Global Properties, felt it time to send out an update in regards to our CanaMex Nevada project in Las Vegas. We have been diligently progressing with the project and hope this update will provide an understanding of where we stand at the moment, for a lot has happened over the past few months.

- 1) Go Global Properties is still in the process of raising additional capital for the project as we look to acquire the additional 155-acre tract to the north of our property;
- 2) I am scheduled to meet some additional members of the Livnat family (Pro Delta) in The Netherlands on the 19th & 20th of this month in order to try and finalize funding for the remaining acquisition on the additional 155 acres next to our current 161 acres;
- 3) Although the US economy is slumping and the residential real estate market is in its deepest doldrums ever, industrial projects are still showing considerable strength. In particular, the Las Vegas industrial market is showing stronger lease rates than ever and the occupancy levels remain very high. According to Grubb & Ellis, the U.S. Industrial Market vacancy rate has remained flat at either 7.6% or 7.7% over the past six quarters, with Nevada's Q4 2007 rate at 6.2%. They also report that the 'industrial market showed little reaction to the worsening housing slump,..., and decelerating economic conditions in the 4th quarter.'
- 4) We have contracted the design firm Mabu Studios to prepare a 3D virtual tour animation of our vision of the 315-acre property. Mabu Studios work is 80% complete with their first iteration; a current status check can be viewed by going to the following link:
www.canamexnevada.com/tour. We still have approximately two more weeks for us to come to a stage where we are satisfied with the finished product, but the preliminary site plan and flight path are completed.

Because of our property's unique attributes, several national and multinational firms with legitimate interest in establishing a regional location at our site have solicited us. As of late, CanaMex is seriously being considered by these firms as a viable new location for expansion of their current businesses. Although we've been closely and carefully building these relationships and it would be beyond the scope of this update to go into the greater detail at this time, we would like for you to review the following in order to give you a feel of who is considering our project:

I. Composite Power ("CP") (http://www.compositepower.com/company_info.html)- A Nevada Corporation, established thirteen years ago, dedicated to the business of manufacturing environmentally friendly energy technologies including more efficient power pole structures and biodiesel fuel. Composite Power's founder and CEO, Roger McCombs visited our property on Saturday, March 8th, 2008 and told us that they are very interested in 100 acres of our land, and that they'd want the building/warehouse as well. They are funded by a private equity group as well as receiving grants from the US Dept of Energy. Previous site acquisition history and company information is listed on their website.

Mr. McCombs said that the property is "almost perfect" for them, from a geographical perspective. They indicated that they realized "the value" of having industrially zoned land when we quoted them at \$720,000¹ per acre. CP is expecting an additional source of funding within the next month and they said that they'd be getting back to us soon in order to discuss our property.

II. Blackwater USA (<http://www.blackwaterusa.com/>) - A military/defense contractor currently working in unison with the US Military in both Afghanistan and Iraq. They recently tried to acquire a site in San Diego, CA but were turned down due to strict zoning standards. Our property's current entitlements would be more than suitable for their needs. In fact, the location is an ideal use for them as a training ground/facility whereby we've previously had Blackhawk helicopters as well as several army and military battalions and special forces training on site. We would be willing to lease all or a portion of our property out to them.

III. Cerberus Capital Management (<http://www.cerberuscapital.com/>) - In the same field as Blackwater, is being introduced to our project as they are in the market for such a site as well. They are, in many ways, a competitor to Blackwater USA but, as stated in the company web site, the company has been a voracious acquirer of businesses over the past several years and their holdings now include sizable investments in sportswear, paper products, military services, real estate, energy, retail, glassmaking, transportation, and building products. Its holdings amounted to \$24 billion in 2006. While many of its peers have bought out companies in order to strip assets and sell on for a profit, Cerberus builds its reputation on identifying firms that are undervalued, and assisting in rejuvenating them by working with current management.

On October 19, 2006, John W. Snow, President George W. Bush's second United States Secretary of the Treasury, was named chairman of Cerberus.

IV. Manheim Auto Auction (<http://www.manheim.com/>) - Contacted us two weeks ago and is considering to lease another 100 acres in the Las Vegas Valley (they've outgrown their current location) and like our location. The price that we've quoted them put them off at first, but they now realize that they cannot find 100 acres of industrially zoned land in the Vegas Valley. Due to subsequent conversations, Manheim, is now seriously considering our site now and are supposed to get back with us. I assured him that we are available to meet or to fortify them with information regarding NDOT's construction of Phase 1 & 2 of the Boulder City Bypass and of traffic information expected around the property. *Note: Personally, I don't think that "our" highest and best use is leasing our land to a Manheim, even though they are a real/capable user.*

V. Olive Group (<http://www.olivegroup.com/>) - Olive Group is a leading, global provider of integrated risk mitigation solutions to multinational corporations, governments, non-governmental organizations and private individuals. Olive Group is also a military contractor with presence in Afghanistan and Iraq. We will be presenting to them, as they are looking at procuring locations in the western U.S. as well.

As for general property progress and work.....On the 3rd of March, we held our third meeting with the Nevada Department of Transportation. They are in charge of developing the new Boulder City Bypass (www.BoulderCityBypass.com) whereby an interchange will be built right on our property. They have agreed to provide and build us a frontage road that will stem off of the new interchange. They realize that our project is one that will be very viable for the future of Clark County. This may potentially increase our project land value by another 40% (by my estimate) in the future, simply because the accessibility will be so great. The future traffic that will traverse this specific area, should allow us to gain the

¹ This price is consistent with the current industrial land values in our market (usually between \$600,000 to \$1 million per acre), with this property being comparatively very strong. Once we bolster our site with an improved road (about a \$3 million expense) and more utilities, I feel it will be the best location in this metro area.

economic support and zoning approvals for the remaining 155 acres to the north of our property and will make our project a true success not only from the public perception, but financially for all of us.

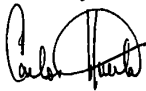
At this point, I am beginning to believe that our initial estimates may have been too conservative and our potential for the project is better than originally envisioned. I will continue to monitor the industrial market values and update you as we progress.

Indubitably, we are beginning to realize the ultimate value of our M-1 and M-2 (industrial) designation, which we were fortunate enough to gain approvals for this past January. This one, distinguishing attribute has turned our property into a viable option to a multitude of large companies that, otherwise, would not have considered us. Once these companies realize what the Boulder City Bypass will "be" and what a phenomenal location we're in, they will begin to realize our true value.

As for all of the "gloom and doom" about our economy here in the United States and globally, being that the U.S. started the recent contraction globally, we are very confident that come November of 2008 that the U.S. will lead the rebound and things, by this time next year, will be much more positive and back to more normal yields. Also, the industrial market has not been so adversely affected, as the housing market and other sectors have been (energy and utilities obviously having been huge winners over the past year). Regardless, we think that late-summer will be the lowest of the low for us and that the dollar will begin to regain strength.

Although our potential list of clients seems very promising, we have not yet turned to a contract with any of them, but we do remain very encouraged by our prospects. ***Because of the level of sensitivity and confidentiality required by some of the above companies, please do not discuss this report with anyone for now in order to not breach their trust at this time.*** Go Global prides itself in acting very discreetly when the time calls for it. At any time, you may review the most recent for the CanaMex Nevada project at <http://www.CanaMexNevada.com/>. As always, do not hesitate to contact me with any questions, solutions, thoughts, and/or ideas.

Sincerely,



Carlos Huerta, Managing Manager
CanaMex Nevada, LLC

EXHIBIT 2-M

EXHIBIT 2-M

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:31 PM
To: Mark Simons
Subject: FW: CanaMex Nevada 2007 K-1
Attachments: Nanyah Vegas CanaMex 2007 K-1.pdf

From: srellamas@gmail.com [mailto:srellamas@gmail.com] **On Behalf Of** Summer Rellamas
Sent: Saturday, April 12, 2008 1:13 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: CanaMex Nevada 2007 K-1

Hello Mr. Harlap. Attached is your 2007 IRS Form K-1 for your investment in CanaMex Nevada LLC. Please let me know if you have any questions.

--

Summer Rellamas
Finance & Administration Manager
Go Global Properties
3060 E. Post Rd, Suite 110
Las Vegas, NV 89120
P: (702) 617-9861 x101
F: (702) 617-9862

*** eSafe scanned this email for malicious content ***
*** IMPORTANT: Do not open attachments from unrecognized senders ***

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service

For calendar year 2007, or tax

year beginning DECEMBER 3, 2007
ending DECEMBER 31, 2007**2007****Partner's Share of Income, Deductions, Credits, etc.**

► See separate instructions.

Part I Information About the Partnership**A** Partnership's employer identification number
26-1508635**B** Partnership's name, address, city, state, and ZIP code
CANAMEX NEVADA, LLC
C/O GO GLOBAL INC
3060 E. POST RD. STE 110
LAS VEGAS, NV 89120**C** IRS Center where partnership filed return
OGDEN, UT**D** ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's identifying number**APPLIED FOR****F** Partner's name, address, city, state, and ZIP code
NANYAH VEGAS, LLC
3060 E. POST RD. STE 110
LAS VEGAS, NV 89120**G** ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member**H** ☒ Domestic partner ☐ Foreign partner**I** What type of entity is this partner? PARTNERSHIP**J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	99.0000000%	99.0000000%
Loss	99.0000000%	99.0000000%
Capital	99.0000000%	99.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	1,500,000.
Current year increase (decrease)	\$	<2,515.
Withdrawals & distributions	\$	
Ending capital account	\$	1,497,485.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)
☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	15 Credits
<2,515.>	
2 Net rental real estate income (loss)	16 Foreign transactions
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	17 Alternative min tax (AMT) items
6b Qualified dividends	
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	19 Distributions
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	
A 0.	

*See attached statement for additional information.

For IRS Use Only

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

711261
12-31-07

CANAMEX NEVADA, LLC C/O GO GLOBAL INC

26-1508635

SCHEDULE K-1 CURRENT YEAR INCREASES (DECREASES)

DESCRIPTION	AMOUNT	TOTALS
ORDINARY INCOME (LOSS)	<2,515.>	
SCHEDULE K-1 INCOME SUBTOTAL		<2,515.>
TOTAL TO SCHEDULE K-1, ITEM L		<2,515.>

19340410 796474 CANA8635

10 PARTNER NUMBER 2
2007.05040 CANAMEX NEVADA, LLC C/O GO CANA8631

304
NAN_000271
JA_002191

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	K Empowerment zone and renewal community employment credit	Form 8844, line 3
Passive loss	L Credit for increasing research activities	See the Partner's Instructions
Passive income	M New markets credit	
Nonpassive loss	N Credit for employer social security and Medicare taxes	Form 1040, line 64
Nonpassive income	O Backup withholding	
	P Other credits	See the Partner's Instructions
2. Net rental real estate income (loss)	16. Foreign transactions	
3. Other net rental income (loss)	A Name of country or U.S. possession	Form 1116, Part I
Net income	B Gross income from all sources	
Net loss	C Gross income sourced at partner level	
4. Guaranteed payments	Foreign gross income sourced at partnership level	Form 1116, Part I
5. Interest income	D Passive category	
6a. Ordinary dividends	E General category	
6b. Qualified dividends	F Other	Form 1116, Part I
7. Royalties	Deductions allocated and apportioned to partner level	
8. Net short-term capital gain (loss)	G Interest expense	Form 1116, Part I
9a. Net long-term capital gain (loss)	H Other	Form 1116, Part I
9b. Collectibles (28%) gain (loss)	Deductions allocated and apportioned at partnership level to foreign source income	Form 1116, Part I
9c. Unrecaptured section 1250 gain	I Passive category	
10. Net section 1231 gain (loss)	J General category	
11. Other income (loss)	K Other	Form 1116, Part II
Code	Other information	
A Other portfolio income (loss)	L Total foreign taxes paid	Form 1116, Part II
B Involuntary conversions	M Total foreign taxes accrued	Form 1116, Part II
C Sec. 1256 contracts & straddles	N Reduction in taxes available for credit	Form 1116, line 12
D Mining exploration costs recapture	O Foreign trading gross receipts	Form 8873
E Cancellation of debt	P Extraterritorial income exclusion	Form 8873
F Other income (loss)	Q Other foreign transactions	See the Partner's Instructions
12. Section 179 deduction	17. Alternative minimum tax (AMT) items	
13. Other deductions	A Post-1986 depreciation adjustment	See the Partner's Instructions and the Instructions for Form 6251
A Cash contributions (50%)	B Adjusted gain or loss	
B Cash contributions (30%)	C Depletion (other than oil & gas)	
C Noncash contributions (50%)	D Oil, gas, & geothermal - gross income	
D Noncash contributions (30%)	E Oil, gas, & geothermal - deductions	
E Capital gain property to a 50% organization (30%)	F Other AMT items	Form 1040, line 8b
F Capital gain property (20%)	18. Tax-exempt income and nondeductible expenses	
G Investment interest expense	A Tax-exempt interest income	
H Deductions - royalty income	B Other tax-exempt income	See the Partner's Instructions
I Section 59(e)(2) expenditures	C Nondeductible expenses	See the Partner's Instructions
J Deductions - portfolio (2% floor)	19. Distributions	
K Deductions - portfolio (other)	A Cash and marketable securities	See the Partner's Instructions
L Amounts paid for medical insurance	B Other property	See the Partner's Instructions
M Educational assistance benefits	20. Other information	
N Dependent care benefits	A Investment income	Form 4952, line 4a
O Preproductive period expenses	B Investment expenses	Form 4952, line 5
P Commercial revitalization deduction from rental real estate activities	C Fuel tax credit information	Form 4136
Q Pensions and IRAs	D Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions
R Reforestation expense deduction	E Basis of energy property	See the Partner's Instructions
S Domestic production activities information	F Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
T Qualified production activities income	G Recapture of low-income housing credit (other)	Form 8611, line 8
U Employer's Form W-2 wages	H Recapture of investment credit	Form 4255
V Other deductions	I Recapture of other credits	See the Partner's Instructions
	J Look-back interest - completed long-term contracts	Form 8597
14. Self-employment earnings (loss)	K Look-back interest - income forecast method	Form 8866
Note: If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.	L Dispositions of property with section 179 deductions	See the Partner's Instructions
A Net earnings (loss) from self-employment	M Recapture of section 179 deduction	
B Gross farming or fishing income	N Interest expense for corporate partners	
C Gross non-farm income	O Section 453(j)(3) information	
	P Section 453A(c) information	
15. Credits	Q Section 1260(b) information	
A Low-income housing credit (section 42(j)(5))	R Interest allocable to production expenditures	
B Low-income housing credit (other)	S CCF nonqualified withdrawals	
C Qualified rehabilitation expenditures (rental real estate)	T Information needed to figure depletion - oil and gas	
D Other rental real estate credits	U Amortization of reforestation costs	
E Other rental credits	V Unrelated business taxable income	
F Undistributed capital gains credit	W Other information	
G Credit for alcohol used as fuel		
H Work opportunity credit		
I Welfare-to-work credit		
J Disabled access credit		

EXHIBIT 2-N

EXHIBIT 2-N

CANAMEX NEVADA, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120
(702) 617-9861

April 3, 2011

NANYAH VEGAS, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120

RE: CANAMEX NEVADA, LLC
26-1508635
Schedule K-1

Dear Partner:

Enclosed is your 2010 Schedule K-1 (Form 1065), Partner's Share of Income, Credits, Deductions, Etc., which has been filed with the partnership tax return of CANAMEX NEVADA, LLC.

The amounts reported to you on lines 1 through 20 of the Schedule K-1 represent your share of income, credits, deductions, and other information and must be reported on the appropriate lines of your income tax return. Amounts were allocated to you based on the partnership agreement. The IRS uses codes on some lines of the Schedule K-1 to identify the item and provide reporting information. These codes are identified on page 2 of the Schedule K-1.

Should you have any questions regarding the information reported to you on this Schedule K-1, please call.

Sincerely,

For
CANAMEX NEVADA, LLC

306
NAN_000389
JA_002194

2010

year beginning _____, 2010
ending _____.

► **See separate instructions.**

Final K-1		Amended K-1		OMB No. 1545-0099	
Partner's Share of Current Year Income, Deductions, Credits, and Other Items					
1	Ordinary business income (loss) -10.	15	Credits		
2	Net rental real estate income (loss)				
3	Other net rental income (loss)	16	Foreign transactions		
4	Guaranteed payments				
5	Interest income				
6 a	Ordinary dividends				
6 b	Qualified dividends				
7	Royalties				
8	Net short-term capital gain (loss)				
9 a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items		
9 b	Collectibles (28%) gain (loss)				
9 c	Unrecaptured section 1250 gain				
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses		
11	Other income (loss)				
		19	Distributions		
12	Section 179 deduction				
13	Other deductions	20	Other information		
14	Self-employment earnings (loss)				

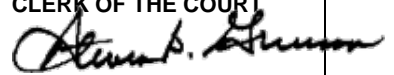
*See attached statement for additional information.

FOR
IRS
USE
ONLY

PTPA0312 01/25/11

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

1	Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows.			Code		Report on
	Passive loss			K	Disabled access credit	See the Partner's Instructions
	Passive income			L	Empowerment zone and renewal community employment credit	Form 8844, line 3
	Nonpassive loss			M	Credit for increasing research activities	See the Partner's Instructions
	Nonpassive income			N	Credit for employer social security and Medicare taxes	Form 8846, line 5
2	Net rental real estate income (loss)			O	Backup withholding	Form 1040, line 61
3	Other net rental income (loss)			P	Other credits	See the Partner's Instructions
	Net income					
	Net loss					
4	Guaranteed payments					
5	Interest income					
6 a	Ordinary dividends					
6 b	Qualified dividends					
7	Royalties					
8	Net short-term capital gain (loss)					
9 a	Net long-term capital gain (loss)					
9 b	Collectibles (28%) gain (loss)					
9 c	Unrecaptured section 1250 gain					
10	Net section 1231 gain (loss)					
11	Other income (loss)					
	Code					
	A Other portfolio income (loss)					
	B Involuntary conversions					
	C Section 1256 contracts and straddles					
	D Mining exploration costs recapture					
	E Cancellation of debt					
	F Other income (loss)					
12	Section 179 deduction					
13	Other deductions					
	A Cash contributions (50%)					
	B Cash contributions (30%)					
	C Noncash contributions (50%)					
	D Noncash contributions (30%)					
	E Capital gain property to a 50% organization (30%)					
	F Capital gain property (20%)					
	G Contributions (100%)					
	H Investment interest expense					
	I Deductions — royalty income					
	J Section 59(e)(2) expenditures					
	K Deductions — portfolio (2% floor)					
	L Deductions — portfolio (other)					
	M Amounts paid for medical insurance					
	N Educational assistance benefits					
	O Dependent care benefits					
	P Preproductive period expenses					
	Q Commercial revitalization deduction from rental real estate activities					
	R Pensions and IRAs					
	S Reforestation expense deduction					
	T Domestic production activities information					
	U Qualified production activities income					
	V Employer's Form W-2 wages					
	W Other deductions					
14	Self-employment earnings (loss)					
Note. If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.						
	A Net earnings (loss) from self-employment					
	B Gross farming or fishing income					
	C Gross non-farm income					
15	Credits					
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings					
	B Low-income housing credit (other) from pre-2008 buildings					
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings					
	D Low-income housing credit (other) from post-2007 buildings					
	E Qualified rehabilitation expenditures (rental real estate)					
	F Other rental real estate credits					
	G Other rental credits					
	H Undistributed capital gains credit					
	I Alcohol and cellulosic biofuel fuels credit					
	J Work opportunity credit					



MSJD (CIV)

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

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, AND TELD, LLC'S MOTION
FOR SUMMARY JUDGMENT**

Hearing Date:

Hearing Time:

CONSOLIDATED WITH:

Case No. A-16-746239-C

**DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE
ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, LLC'S MOTION FOR
SUMMARY JUDGMENT**

Pursuant to N.R.C.P. 56, Defendants Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust"), and Teld, LLC ("Teld") (collectively, the "Eliades Defendants") move for summary judgment dismissing the following claims for relief brought by Nanyah Vegas, LLC ("Nanyah"):

- First Claim for Relief – Breach of Contract against Teld and Eliades;
- Second Claim for Relief – Breach of Implied Covenant of Good Faith and Fair Dealing against Teld and Eliades;
- Third Claim for Relief – Tortious Breach of Implied Covenant of Good Faith and Fair Dealing against Teld and Eliades;
- Sixth Claim for Relief – Conspiracy against Teld, Eliades, and the Eliades Trust;
- Eighth Claim for Relief – Declaratory Relief against Teld, Eliades, and the Eliades Trust;
- Ninth Claim for Relief – Specific Performance against Teld, Eliades, and the Eliades Trust.

This 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 10:30A .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

Nanyah sued the Eliades Defendants because they are a deep pocket, not because they actually did anything wrong. Nanyah dragged them into this lawsuit based on an alleged investment in 2007 *even though the Eliades Defendants did not have any involvement with Eldorado Hills, LLC (“Eldorado”) until October of 2008*. In fact, the Eliades Trust did not become an Eldorado member until 2012.¹ Further, Nanyah’s contract claims are based on agreements which *do not obligate the Eliades Defendants to do anything for Nanyah’s benefit*. On the contrary, those very agreements confirm that the Eliades Defendants are not responsible for any aspect of Nanyah’s claim. *As a matter of law*, Nanyah cannot sue the Eliades Defendants as a supposed third-party beneficiary of those agreements.

The Eliades Defendants also do not have any tort liability. Nanyah’s tortious implied

¹ Nanyah’s claims and allegations that the Eliades Trust participated in some sort of fraudulent transfer in 2012 has already been dismissed by this Court via summary judgment.

covenant claim fails because there is no evidence of a special relationship between Nanyah and the Eliades Defendants, nor is there evidence of “grievous and perfidious misconduct.” Further, these agreements cannot create a tort claim when they strictly preclude a contract claim. Nanyah’s civil conspiracy claim is barred by the intra-corporate conspiracy doctrine as a matter of law, because Eliades and Rogich cannot conspire with each other as Eldorado co-agents. Likewise, Nanyah’s civil conspiracy claim fails due to the lack of an underlying tort.

Finally, Nanyah cannot prove its alleged damages when it has failed to comply with N.R.C.P. 16.1(a)(1)(C) and failed to provide any evidence showing the alleged value of an Eldorado membership interest. For the foregoing reasons, Nanyah’s claims against the Eliades Defendants have no merit, and summary judgment should be entered dismissing them with prejudice.

II. STATEMENT OF FACTS

A. Nanyah’s Claims Against the Eliades Defendants.

On November 4, 2016, Nanyah filed a Complaint against Sigmund Rogich, individually (“Rogich”) and as Trustee of the Rogich Family Irrevocable Trust (the “Rogich Trust”), Imitations, LLC (“Imitations”) (collectively, the “Rogich Defendants”), and the Eliades Defendants.² In sum and substance, Nanyah alleges that it invested \$1,500,000.00 for a membership interest in Eldorado which it never received.³ *Notably, this investment supposedly occurred in December of 2007, ten months before Teld became an Eldorado member and over four years before the Eliades Trust became an Eldorado member.*⁴

The majority of Nanyah’s remaining claims for relief are contractual. Nanyah alleges that it is a third-party beneficiary of various agreements that were executed on or around October 30, 2008, which supposedly memorialize its \$1,500,000.00 investment in Eldorado.⁵ Based on this theory, Nanyah sued some or all of the Eliades Defendants, among others, for: (1) breach of contract; (2)

² (See generally Compl., filed Nov. 4, 2016.) This Complaint was later consolidated with Nanyah’s earlier lawsuit against Eldorado Hills, LLC, Case No. A-13-686303-C. The sole claim remaining in that action (unjust enrichment) is the subject of a separate Motion for Summary Judgment.

³ See generally *id.*

⁴ *Id.*, ¶¶ 15-17, 38.

⁵ See generally *id.*

breach of the implied covenant of good faith and fair dealing; (3) declaratory relief; and (4) specific performance (the “Contract Claims”).⁶

Nanyah also sued some or all of the Eliades Defendants for various torts. Summary judgment was recently entered against Nanyah on its claims for intentional interference with contractual relations, fraudulent transfer, and constructive trust due to expiration of the statute of limitations. Nanyah’s two remaining tort claims are: (1) tortious breach of the implied covenant of good faith and fair dealing; and (2) civil conspiracy (the “Tort Claims”).⁷

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.⁸ Eldorado was originally comprised of Go Global, Inc. (100% owned by Carlos Huerta) and the Rogich Trust.⁹ In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired \$1,500,000.00 into another entity’s bank account, which Huerta eventually funneled into Eldorado’s bank account for a few days.¹⁰ *At this time, the Eliades Defendants had absolutely no involvement with Eldorado.*

In October of 2008, *approximately ten months later*, Teld purchased a 1/3 interest in Eldorado for \$3,000,000.00.¹¹ The Flangas Trust also purchased a 1/3 interest in Eldorado for \$3,000,000.00, which was quickly transferred to Teld when the Flangas Trust backed out of the deal.¹² Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld.¹³ As a result,

⁶ *Id.*, ¶¶ 85-99, 131-140.

⁷ *Id.*, ¶¶ 100-108, 120-123.

⁸ *Id.*, ¶ 9.

⁹ Operating Agreement, Ex. A (NAN_000544), attached as Exhibit 1-A (“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 retain 50.00% of all Membership Rights, Equity, and Interests within The Company....”).

¹⁰ Huerta quickly transferred \$1,420,000.00 of those funds to himself as an alleged distribution, although it was originally characterized as a “consulting fee.” (Compl., ¶ 17.)

¹¹ *See generally* Oct. 30, 2008 Teld Membership Interest Purchase Agreement, attached as Exhibit 1-B.

¹² *See generally* Oct. 30, 2008 Flangas Trust Membership Interest Purchase Agreement, attached as Exhibit 1-C; *see also* Nov. 2008 Membership Interest Purchase Agreement, attached as Exhibit 1-D.

¹³ *See generally* Oct. 30, 2008 Membership Interest Assignment Agreement, attached as Exhibit 1-E.

Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest. These transactions were memorialized in various written agreements, none of which included Nanyah as a party.

C. The Relevant Agreements.

Nanyah's Contract Claims are entirely based on "the Purchase Agreement, the Membership Interest Purchase Agreements, and the Amended and Restated Operating Agreement" (collectively, the "Purchase Agreements").¹⁴ Regardless of Nanyah's arguments to the contrary, none of the Purchase Agreements state that the Eliades Defendants agreed to pay Nanyah \$1,500,000.00 or ensure that it received an Eldorado membership interest. On the contrary, the Purchase Agreements state that the Rogich Trust agreed to negotiate with Nanyah (amongst others) to attempt to resolve its "potential claim." *Notably, the Rogich Trust—not Teld, Eliades, nor the Eliades Trust—agreed to be solely responsible for Nanyah's claim.* In fact, the Purchase Agreements require the Rogich Trust to fully defend and indemnify the Eliades Defendants with respect to any such claim.

Specifically, the Purchase Agreements state as follows:

➤ ***October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust:***¹⁵

- "[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,

¹⁴ Compl., ¶ 88.

¹⁵ None of the Eliades Defendants are parties to the October 30, 2008 Purchase Agreement.

1 *and a distribution in respect of their claims in amounts from the one-third (1/3rd)*
2 *ownership interest in [Eldorado] retained by [the Rogich Trust].”¹⁶*

- 3 ▪ [Go Global and Huerta], however, will not be responsible to pay the Exhibit A
4 Claimants their percentage or debt. *This will be [the Rogich Trust’s] obligation,*
5 *moving forward....”¹⁷*

6 ➤ *October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust,*
7 *Teld, Go Global and Huerta.*¹⁸

- 8 ▪ “[The Rogich Trust] is the owner, beneficially and of record, of the Membership
9 Interest, free and clear of all liens, encumbrances, security agreements, equities,
10 options, *claims*, charges, and restrictions, *and [Teld] will receive at Closing good and*
11 *absolute title thereto free of any liens, charges or encumbrances thereon.*”¹⁹
- 12 ▪ “[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from any and
13 all the claims of Eddyline Investments, LLC, Ray Family Trust, *Nanyah Vegas, LLC*,
14 and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds,
15 plus certain possible claimed accrued interest.”²⁰
- 16 ▪ “It is the current intention of [the Rogich Trust] that such amounts be confirmed or
17 converted to debt, with no obligation to participate in capital calls or monthly
18 payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or
19 otherwise disposed of. *Regardless of whether this intention is realized, [the Rogich*
20 *Trust] shall remain solely responsible for any claims by the above referenced*
21 *entities set forth in this section above.*”²¹
- 22 ▪ “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third

23
24 ¹⁶ October 30, 2008 Purchase Agreement, attached as Exhibit 1-F, Recital A (emphasis added).

25 ¹⁷ *Id.*, § 4 (emphasis added).

26 ¹⁸ The Eliades Trust is not a party to the October 30, 2008 Membership Interest Purchase Agreement. Further, Eliades was only a limited party for the sole purpose of guaranteeing Eldorado’s pending bank loan. (Ex. 1-B, § 8(b).)

27 ¹⁹ *Id.*, § 4(a) (emphasis added).

28 ²⁰ *Id.*, § 8(c) (emphasis added).

²¹ *Id.*, § 8(c)(i) (emphasis added).

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 [Eldorado] made prior to the date of this agreement, *shall be satisfied solely by [the Rogich Trust]*.’²²

- “The parties agree that [the Rogich Trust] may transfer [the Rogich Trust’s] ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit ‘D’ to satisfy any claims such entity may have.”²³
- “[The Rogich Trust] confirms that certain amounts have been advanced to or on behalf of [Eldorado Hills] by certain third parties, as referenced in Section 8 of the Agreement. [The Rogich Trust] shall endeavor to convert the amounts advanced into non-interest bearing promissory notes *for which [the Rogich Trust] shall be responsible*. Regardless of whether the amounts are so converted, *[the Rogich Trust] shall defend, indemnify and hold harmless [Eldorado] and its members for any claims by the parties listed below*, and any other party claiming interest in [Eldorado] as a result of transactions prior to the date of this Agreement against [Eldorado] or its Members. ...

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

➤ ***October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld:***²⁵

- “The Rogich Trust will retain a one-third (1/3rd) ownership interest in [Eldorado] (subject to certain possible dilution or other indemnification responsibilities *assumed by the Rogich Trust in the Purchase Documents*).”²⁶

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

²³ *Id.*, § 8(g).

²⁴ *Id.*, Exhibit D (emphasis added).

²⁵ Eliades and the Eliades Trust are not parties to the Amended and Restated Operating Agreement. (Am. and Restated Op. Agreement, attached as Exhibit I-G.)

²⁶ *Id.*, Recital B (emphasis added).

- “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.”²⁷

➤ ***January 1, 2012 Membership Interest Assignment Agreement between the Rogich Trust and the Eliades Trust.***²⁸

- “Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ... as of the date hereof... (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).”²⁹
- “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 Eddyline Investments, L.L.C.”³⁰

D. Nanyah’s Alleged Damages.

On April 21, 2017, Nanyah served its initial disclosures pursuant to N.R.C.P. 16.1. With respect to Nanyah’s damages disclosure, Nanyah stated the following:

See Damages identified in Nanyah’s Complaint. As interest is continuing to accrue, Nanyah will supplement its damage calculation on appropriate intervals.³¹

Notably, the only “damages” mentioned in Nanyah’s Complaint are the boilerplate \$10,000.00 allegations required for subject matter jurisdiction.³² ***Nanyah never supplemented its damages disclosure throughout this litigation. Nanyah never provided any calculations or evidence showing the alleged value of Nanyah’s supposed membership interest in Eldorado. Nanyah never***

²⁷ *Id.*, § 4.1(a).

²⁸ Membership Interest Assignment Agreement, attached as Exhibit 1-H.

²⁹ *Id.*, Recital A.

³⁰ *Id.*, § 3(c).

³¹ Nanyah Vegas, LLC’s NRCP 16.1 Case Conference Production, attached as Exhibit 2.

³² *See, e.g., Compl.*, ¶¶ 93, 99.

1 *provided any information regarding the alleged amount or theory of damages for the various*
2 *Contract Claims and Tort Claims it asserted against the Eliades Defendants.*

3 III. ARGUMENT

4 A. Legal Standard.

5 “Summary judgment is appropriate and ‘shall be rendered forthwith’ when the pleadings and
6 other evidence on file demonstrate that no ‘genuine issue as to any material fact [remains] and that
7 the moving party is entitled to a judgment as a matter of law.’” *Wood v. Safeway, Inc.*, 121 Nev.
8 724, 729, 121 P.3d 1026, 1029 (2005) (quoting N.R.C.P. 56(c)). “[T]he non-moving party must, by
9 competent evidence, produce specific facts that demonstrate the presence of a genuine issue for
10 trial.” *Elizabeth E. v. ADT Sec. Sys. W., Inc.*, 108 Nev. 889, 892, 839 P.2d 1308, 1310 (1992). The
11 non-moving party’s burden must be borne on each and every element of its claims for relief;
12 “[w]here an essential element of a claim for relief is absent, the facts, disputed or otherwise, as to
13 other elements are rendered immaterial and summary judgment is proper.” *Barmettler v. Reno Air,*
14 *Inc.*, 114 Nev. 441, 446-47, 956 P.2d 1382, 1386 (1998).

15 B. The Eliades Defendants Do Not Owe Any Contractual Duties to Nanyah as an Alleged 16 Third-Party Beneficiary to the Purchase Agreements.

17 Nanyah’s third-party beneficiary theory is comparable to the failed third-party beneficiary
18 argument in *Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 566 P.2d 819 (1977). Although there was an
19 agreement whereby one party (Bonanza No. 2) agreed to pay a debt to Norman Lipshie, the other
20 contracting party (Tracy Investment Company) did not agree to assume any such debt. Notably, in
21 rejecting the third-party beneficiary claim against Tracy, the Court stated as follows:

22 Here, although Appellant was mentioned in the agreement and he would
23 indeed receive a benefit, there was no promise, *at least on the part of Tracy*,
24 to satisfy his indebtedness. The agreement between Tracy and Wolf
25 provides only that the obligation of Bonanza to Lipshie for the amount of
26 the extraordinary loan would survive the bankruptcy proceedings. The
27 matter of negotiations between Tracy and Wolf, the intent of the parties,
28 and the tenor of the agreement *make it plain that Tracy did not assume, or*
intend to assume, any obligation to Lipshie.

Id. at 379-380, 566 P.2d at 825 (emphasis added).

The Eliades Defendants are in a similar posture to Tracy. Nanyah cannot point to any language within the Purchase Agreements (or any other written agreement) which shows that any of the Eliades Defendants owed any sort of contractual obligation to Nanyah. On the contrary, the Purchase Agreements merely state that the Rogich Trust would negotiate with Nanyah (amongst others) to attempt to resolve its claim. *Notably, the Rogich Trust—not Teld, Eliades, or the Eliades Trust—agreed to be responsible for Nanyah’s potential claim.*³³ Even Nanyah admits that its Eldorado membership interest was supposed to come from the Rogich Trust.³⁴ As a matter of law, the Eliades Defendants do not owe any contractual obligations to Nanyah as a third-party beneficiary. Accordingly, summary judgment should be entered, dismissing all of the Contract Claims against the Eliades Defendants.³⁵

C. Summary Judgment Should be Entered Against Nanyah on its Tort Claims.

1. *Nanyah’s Tortious Implied Covenant Claim is Missing Many Required Elements.*

A claim for tortious breach of the implied covenant of good faith and fair dealing only arises if there is a “special relationship” between the parties. *State, Univ. and Comm. Coll. Sys. v. Sutton*, 120 Nev. 972, 989, 103 P.3d 8, 19 (2004). Further, the plaintiff must prove that the alleged tortfeasor engaged in “grievous and perfidious misconduct.” *Id.* (citation omitted). A tortious implied covenant claim will only arise in “rare and exceptional circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation omitted).

There is no basis for any sort of special relationship between Nanyah and the Eliades Defendants. Nanyah’s principal, Yoav Harlap, testified that he has never even spoken with Eliades.³⁶ The Eliades Defendants had absolutely no involvement with Eldorado when Nanyah

³³ See, e.g., Ex. 1-B, § 8(c)(i).

³⁴ Nanyah’s Opp’n to Mot. for S. Judg., 18:17-20, filed March 19, 2018 (“Based on the terms of the original Purchase Agreement, the Membership Interest Purchase Agreements and the Eldorado Amended Operating Agreement, *Nanyah’s membership interest would come from part of the Rogich Trust’s membership interest rather than Eldorado issuing an additional membership interest.*”) (emphasis added).

³⁵ Because Nanyah’s implied covenant claim is identical to its breach of contract claim, (*compare* Compl., ¶ 92 with ¶ 97), summary judgment should be entered on those grounds as well. See *Shaw v. CitiMortgage, Inc.*, 201 F.Supp.3d 1222, 1252 (D. Nev. 2016) (“It is well established that a claim alleging breach of the implied covenants of good faith and fair dealing cannot be based on the same conduct establishing a separately pled breach of contract claim.”) (citations omitted).

³⁶ Dep. Trans. of Yoav Harlap, 32:22-23, attached as Exhibit 3.

1 provided its \$1,500,000.00 to Huerta. Likewise, there is no evidence of any “grievous or perfidious
2 misconduct” by any of the Eliades Defendants that would permit Nanyah to pursue the “rare and
3 exceptional” claim of a tortious breach of the implied covenant of good faith and fair dealing.

4 Further, “the implied covenant or duty of good faith and fair dealing does not create rights or
5 duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437. Nanyah cannot seek tort
6 liability based on the Purchase Agreements because there is nothing within those agreements which
7 imposes any sort of obligation on the Eliades Defendants for Nanyah’s benefit. On the contrary, the
8 Purchase Agreements reiterate over and over again that only the Rogich Trust is responsible for
9 Nanyah’s potential investment. Accordingly, summary judgment should be entered dismissing
10 Nanyah’s tortious implied covenant claim against the Eliades Defendants.

11 2. Nanyah’s Civil Conspiracy Claim is Barred by the Intra-Corporate Conspiracy
12 Doctrine and the Lack of an Underlying Tort.

13 “Agents and employees of a corporation cannot conspire with their corporate principal or
14 employer where they act in their official capacities on behalf of the corporation and not as
15 individuals for their individual advantage.” *Collins v. Union Fed. Sav. & Loan Ass’n*, 99 Nev. 284,
16 303, 662 P.2d 610, 622 (1983).

17 Nanyah alleges that various owners/agents of Eldorado Hills (*e.g.*, Teld, the Rogich Trust,
18 the Eliades Trust) conspired with one another in order to prohibit Nanyah from receiving its
19 membership interest. All of these conspiracy allegations relate back to two individuals making
20 decisions on behalf of Eldorado—Eliades and Rogich. In other words, Nanyah is alleging that
21 Eldorado conspired with itself. Therefore, there is no “combination of two or more persons,” a
22 necessary element for a civil conspiracy claim.

23 Further, “[c]ivil conspiracy requires the existence of an underlying tort.” *Markey v. Bank of*
24 *Am., N.A.*, 2012 WL 3317789, at *3 (D. Nev. Aug. 10, 2012). Nanyah’s Complaint fails to identify
25 any alleged tort supporting its conspiracy claim.³⁷ For the reasons stated above, Nanyah’s last
26 remaining tort claim (tortious implied covenant claim) must be dismissed. Without an underlying
27

28 ³⁷ Compl., ¶¶ 120-123.

tort to support the conspiracy claim, it fails as a matter of law. Accordingly, summary judgment should be entered dismissing all the Tort Claims.

D. Nanyah Cannot Prove its Alleged Damages.

[A] party must, without awaiting a discovery request, provide to other parties ... [a] computation of any category of damages claimed by the disclosing party making available for inspection and copying as under Rule 34 the documents or other evidentiary matter, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

N.R.C.P. 16.1(a)(1)(C). “[T]he ‘category of damages’ disclosure requires more than a list of the broad types of damages.” *Olaya v. Wal-Mart Stores, Inc.*, No. 2:11-cv-997-KJD-CWH, 2012 WL 3262875, at *2 (D. Nev. Aug. 7, 2012).³⁸ This rule also “‘requires more than merely setting forth the figure demanded.’” *Max Impact, LLC v. Sherwood Group, Inc.*, No. 09 Civ. 902(JGK)(HBP), 2014 WL 902649, at *5 (S.D.N.Y. March 7, 2014) (citations omitted); *accord CCR/AG Showcase Phase I Owner, L.L.C. v. United Artists Theatre Circuit, Inc.*, No. 2:08-cv-00984-RCJ-GWF, 2010 WL 1947016, at *5 (D. Nev. May 13, 2010) (“[T]he word ‘computation’ contemplates some analysis beyond merely setting forth a lump sum amount for a claimed element of damages.”) (citation omitted).

Nanyah failed to comply with N.R.C.P. 16.1(a)(1)(C). Its disclosures do not contain any information or evidence relating to Nanyah’s alleged damages. As a result, Nanyah does not have any admissible evidence to prove its alleged damages. For example, it has not disclosed any evidence or expert testimony which would show the value of Nanyah’s supposed membership interest in Eldorado. It has not disclosed the percentage of the membership interest to which it believes it is entitled, and how that amount was calculated. The mere fact that Nanyah invested \$1,500,000.00 does not mean it has \$1,500,000.00 in damages. Issuance of a membership interest in a corporate entity does not guarantee repayment of the investment, especially if Eldorado is unsuccessful. As stated in the Operating Agreement at the time of Nanyah’s alleged investment:

³⁸ Federal cases interpreting rules of civil procedure are persuasive authority in Nevada courts. *Exec. Mgmt. Ltd. v. Tigor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872, 876 (2002) (citing *Las Vegas Novelty v. Fernandez*, 106 Nev. 113, 119, 787 P.2d 772, 776 (1990)).

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 [or] any other Member, or their employees and agents for indemnification, contribution, or reimbursement.³⁹

Members were only entitled to share in the “income, gains, losses, deductions, credit, or similar items of, and to receive Distributions from, the Company....”⁴⁰ Further, they were obligated to make the following investment representation and warranty:

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.***⁴¹

Without admissible evidence supporting the value of Eldorado’s supposed right to a membership interest, the percentage amount of that membership interest, and that it would have actually been a successful investment, all of Nanyah’s claims (with the exception of declaratory relief and specific performance) fail as a matter of law.

IV. CONCLUSION

For the foregoing reasons, summary judgment should be entered against Nanyah and in favor of the Eliades Defendants with respect to the Contract Claims and Tort Claims.

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

³⁹ Operating Agreement, attached as Exhibit 1-I, § 12.3

⁴⁰ *Id.*, §§ 2.18; 9.1; 17.12.

⁴¹ *Id.*, § 17.5 (emphasis added).

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 **DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, 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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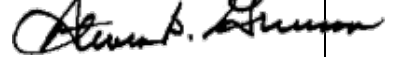
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/s/ Sharon L. Murnane
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TELD, LLC and ELDORADO HILLS, LLC

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
DEFENDANTS PETER ELIADES,
INDIVIDUALLY AND AS TRUSTEE OF
THE ELIADES SURVIVOR TRUST OF
10/30/08, AND TELD, LLC'S MOTION
FOR SUMMARY JUDGMENT**

VOLUME 1 OF 2

CONSOLIDATED WITH:

Case No. A-16-746239-C

TABLE OF CONTENTS

VOLUME 1 OF 2

Exhibit No.	Document Description	Numbering Sequence
1	Declaration of Peter Eliades	001-002
1-A	Eldorado Hills, LLC's Operating Agreement	003-036
1-B	Oct. 30, 2008 Teld Membership Interest Purchase Agreement	037-126
1-C	Oct. 30, 2008 Flangas Trust Membership Interest Purchase Agreement	127-217
1-D	Nov. 2008 Membership Interest Purchase Agreement	218-228
1-E	Oct. 30, 2008 Membership Interest Assignment Agreement	229-235

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 DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, 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 Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's 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 Membership Interest Purchase Agreement between, among others, Teld, LLC ("Teld") 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, the Albert Flangas Revocable Living Trust (the "Flangas Trust") and the Rogich Trust.

5. Attached hereto as Exhibit 1-D is a true and correct copy of a November 2008 Membership Interest Purchase Agreement between, among others, the Flangas Trust and Teld.

6. Attached hereto as Exhibit 1-E is a true and correct copy of an October 30, 2008 Membership Interest Assignment Agreement between Teld and The Rogich Trust.

7. Attached hereto as Exhibit 1-F is a true and correct copy of an October 30, 2008 Purchase Agreement between Go Global, Inc., Carlos Huerta, and the Rogich Trust.

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

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9. Attached hereto as Exhibit 1-H 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.

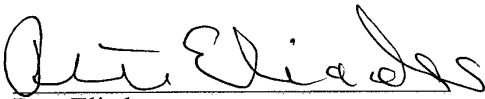

Pete Eliades

EXHIBIT 1-A

EXHIBIT 1-A

OPERATING AGREEMENT

FOR

Eldorado Hills, LLC
a Nevada limited liability company

003
NAN_000511

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.