

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. 12**

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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 2 of 2	6/1/18	10-11	JA_002456-2507
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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			
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Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #3: Defendants Bound by their Answers to Complaint	9/19/18	14	JA_003365-3368
Defendant Eldorado Hills, LLC's Opposition to Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule	4/4/19	26	JA_006168-6188
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion for Summary Judgment	2/15/19	17	JA_004170-4182
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #5 re: Parol Evidence Rule	3/8/19	23	JA_005618-5623
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	3/8/19	23	JA_005624-5630
Defendant Eldorado Hills, 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	3/20/19	24	JA_005793-5818

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
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1	Defendants' First Amended Answer to Complaint	1/23/18	4	JA_000871-880
2				
3	Defendants' Motion in Limine to Preclude Plaintiff Carlos Huerta From Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance	2/25/19	21	JA_005024-5137
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10	Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial	2/25/19	20-21	JA_004792-5023
11				
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13	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief	4/11/18	7	JA_001502-1688
14				
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22	Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment	3/5/18	6	JA_001246-1261
23				
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1 2 3 4 5 6 7 8 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	Defendants Eldorado Hills,	10/7/19	34	JA_008107-8120
2	LLC, Peter Eliades,			
3	Individually and as Trustee			
4	of the Eliades Survivor Trust			
5	of 10/30/08, and Teld,			
	LLC's Memorandum of			
	Costs and Disbursements			
6	Defendants Peter Eliades,	6/1/18	9	JA_002197-2211
7	Individually and as Trustee			
8	of The Eliades Survivor			
9	Trust of 10/30/08, and Teld,			
	LLC's Motion for Summary			
	Judgment			
10	Defendants Peter Eliades,	7/19/18	13	JA_003115-3189
11	Individually and as Trustee			
12	of the Eliades Survivor Trust			
13	of 10/30/08, and Teld,			
14	LLC's Reply in Support of			
15	Their Motion for Summary			
16	Judgment and Opposition to			
	Countermotion for Summary			
	Judgment			
17	Defendants Peter Eliades,	10/28/19	36-37	JA_008820-8902
18	Individually and as Trustee			
19	of The Eliades Survivor			
20	Trust of 10/30/08, Teld,			
21	LLC, and Eldorado Hills,			
22	LLC's: (1) Opposition to			
23	Nanyah Vegas, LLC's			
	Motion to Retax Costs; and			
	(2) Countermotion to Award			
	Costs			

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

1	Defendants Sigmund	4/11/18	6-7	JA_001479-1501
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust and			
5	Imitations LLC's Reply in			
6	Support of Motion for			
7	Summary Judgment and			
8	Opposition to Nanyah			
9	Vegas, LLC's			
10	Countermotion for Summary			
11	Judgment and for NRCP			
12	56(f) Relief			
13	Defendants Sigmund	9/20/18	14	JA_003369-3379
14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
17	Imitations, LLC's Reply in			
18	Support of Their Motion for			
19	Rehearing			
20	Defendants Sigmund	3/22/19	25	JA_006040-6078
21	Rogich, Individually and as			
22	Trustee of the Rogich			
23	Family Irrevocable Trust and			
24	Imitations, LLC's 2 nd			
25	Supplemental Pre-Trial			
26	disclosures			
	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,	9/5/18	14	JA_003352-3357
2	LLC's Opposition to Motion			
3	for Rehearing and			
4	Countermotion for Award of			
	Fees and Costs			
5	Errata to Pretrial	4/16/19	29	JA_007062-7068
6	Memorandum			
7	Ex Parte Motion for an	2/8/19	17	JA_004036-4039
8	Order Shortening Time on			
9	Motion for Relief From the			
	October 5, 208 Order			
	Pursuant to NRCP 60(b)			
10	First Amended Complaint	10/21/13	1	JA_000027-47
11	Joint Case Conference	5/25/17	4	JA_000842-861
12	Report			
13	Judgment	5/4/2020	38	JA_009247-9248
14	Judgment Regarding Award	5/5/2020	38	JA_009255-9256
15	of Attorneys' Fees and Costs			
16	in Favor of the Rogich			
	Defendants			
17	Minutes	4/18/18	7	JA_001710-1711
18	Minutes	2/21/19	20	JA_004790-4791
19	Minutes	3/5/19	22	JA_005261-5262
20	Minutes	3/20/19	25	JA_006038-6039
21	Minutes	4/18/19	29	JA_007104-7105
22	Minutes	4/22/19	30	JA_007146-7147
23	Minutes	9/5/19	33	JA_008025-8026
24	Minutes	1/30/2020	37	JA_009059-9060
25	Minutes	3/31/2020	38	JA_009227-9228
26	Minutes – Calendar Call	11/1/18	14	JA_003454-3455
	Minutes – Telephonic	11/5/18	14	JA_003456-3457
	Conference			

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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16				
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			
	of The Eliades Survivor			
	Trust of 10/30/08, and Teld,			
26	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			
20	Reconsideration			
21	Notice of Entry of Order	8/13/18	13	JA_003200-3204
22	Denying Nanyah Vegas,			
23	LLC's Motion for			
24	Reconsideration			
25	Notice of Entry of Order	4/10/19	27	JA_006478-6483
26	Denying Nanyah Vegas,			
	LLC's Motion in Limine #5:			
	Parol Evidence Rule			

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

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

1	Opposition to Plaintiff's	4/18/19	29	JA_007093-7103
2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
	Trial for Purposes of NRS			
	163.120			
7	Opposition to Plaintiff's	4/5/19	26	JA_006189-6402
8	Motion to Reconsider Order			
9	on Motion in Limine #5 re			
	Parol Evidence Rule on OST			
10	Order	4/30/19	30	JA_007165-7168
11	Order: (1) Granting	10/5/18	14	JA_003403-3412
12	Defendants Peter Eliades,			
13	Individually and as Trustee			
14	of the Eliades Survivor Trust			
15	of 10/30/08, and Teld,			
16	LLC's Motion for Summary			
17	Judgment; and (2) Denying			
	Nanyah Vegas, LLC's			
	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 NRCP			
5	56(f) Relief			
6	Reply to Opposition to	9/18/14	3	JA_000676-690
7	Motion for Partial Summary			
8	Judgment			
9	Request for Judicial Notice	4/15/19	27	JA_006497-6500
10	Request for Judicial Notice	4/17/19	29	JA_007080-7092
11	and Application of the Law			
12	of the Case Doctrine			
13	Rogich Defendants'	3/20/19	24	JA_005819-5835
14	Opposition to Plaintiff's			
15	Motion to Settle Jury			
16	Instructions			
17	Rogich Defendants'	10/22/19	36	JA_008628-8749
18	Renewed Motion for			
19	Attorneys' Fees and Costs			
20	Rogich Defendants' Reply in	3/28/19	26	JA_006155-6167
21	Support of Motion in Limine			
22	to Preclude Contrary			
23	Evidence as to Mr. Huerta's			
24	Taking of \$1.42 Million			
25	from Eldorado Hills, LLC as			
26	Consulting Fee Income			
	Rogich Defendants' Reply in	1/23/2020	37	JA_009046-9055
	Support of Their Renewed			
	Motion for Attorneys' Fees			
	and Costs			

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

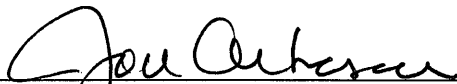
Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 12** on all parties to this action by the method(s) indicated below:

K 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

Order No. 08-09-0512-SD
1st Amendment

NEVADA TITLE COMPANY
2500 North Buffalo, Suite # 150
Las Vegas, Nevada 89128
(702) 251-5000

ATTENTION: Sue Dudzinski

October 28, 2008

Your Number

Order Number: 08-09-0512-SD

Dated as of October 21, 2008 at 7:30 a.m.

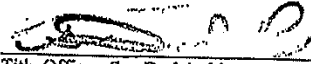
In response to the above referenced application for a policy of title insurance, Nevada Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the exclusions and exceptions from coverage document attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the exclusions and exceptions from coverage. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referenced to below and the exceptions and exclusions set forth in the exclusions from coverage of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.


Title Officer: Sue Dudzinski

NAN_000565

JA_002743

Order No. 08-09-0512-SD
1st Amendment

SCHEDULE A

The form of Policy of Title Insurance contemplated by this report is:

- ☐ California Land Title/American Land Title Association Homeowners Policy
- ☒ American Land Title Association Lender's Policy 2006
- ☐ American Land Title Association Owners Policy 2006
- ☒ California Land Title Association Standard Owner's/Lenders

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN
THIS SCHEDULE COVERED BY THIS REPORT IS:

A Fee

Title to said estate or interest at the date hereof is vested in:

Eldorado Hills L L C, a Nevada limited liability company,

The land referred to in this report is situated in the State of Nevada, County of Clark, and
is described as follows:

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

Buyer: Albert Flangas, Trustee of The Flangas Family Trust, Pete Eliades, Trustee of
The Eliades Family Trust
Address: 12801 South US Highway 95 Las Vegas, NV

NAN_000566

JA_002744

Order No. 08-09-0512-SD
1st Amendment

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTHWEST QUARTER (SW ¼) OF SECTION 11, TOWNSHIP 23 SOUTH,
RANGE 63 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT OF SAID
LAND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.

NAN_000567

JA_002745

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. State and County Taxes for the fiscal period of 2008 to 2009, a lien now due and payable in the total amount of \$53,655.48, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$13,413.87 has been paid

Second installment of \$13,413.87 has been paid

Third installment of \$13,413.87 unpaid delinquent first Monday in January

Fourth installment of \$13,413.87 unpaid delinquent first Monday in March

Parcel No. 189-11-002-001

2. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
3. Reservations and Easements in the patent from the United States of America, recorded November 22, 1961, in Book 329 as Document No. 265853 and recorded May 16, 1985 in Book 2111 as Document No. 2070205, of Official Records.
4. Reservations and Easements in the patent from the United States of America, recorded May 17, 1956, in Book 94 as Document No. 78315, of Official Records.
5. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANTS RUNNING WITH THE LAND", recorded May 25, 1982, in Book 1571 as Document No. 1530303, of Official Records.
6. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANTS RUNNING WITH THE LAND", recorded September 10, 1982, in Book 1620 as Document No. 1579282, of Official Records.

Order No. 08-09-0512-SD
1st Amendment

7. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded October 5, 1982, in Book 1630 as Document No. 1589544 of Official Records.

The exact location and extent of said easement is not disclosed in the document of record.

8. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded October 5, 1982, in Book 1630 as Document No. 1589545 of Official Records.

The exact location and extent of said easement is not disclosed in the document of record.

9. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded May 11, 1989, in Book 890511 as Document No. 00572 of Official Records.

10. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded October 16, 1989, in Book 891016 as Document No. 00772, of Official Records.

The above document was re-recorded on November 15, 1989 in Book 891115 as Document No. 00820.

11. Terms, covenants, conditions and provisions in an instrument entitled, "COOPERATIVE AGREEMENT NO. 3 BETWEEN THE CITY OF HENDERSON, THE LAS VEGAS VALLEY WATER DISTRICT AND THE COLORADO RIVER COMMISSION REGARDING COLORADO RIVER WATER ENTITLEMENTS", recorded January 26, 1990, in Book 900126 as Document No. 00522, of Official Records.

12. The effect of the following Record of Survey performed by THOMAS E. KEMMES, filed in File 53 of Surveys at Page 87, recorded February 15, 1990, in Book 900215, as Document No. 00742 of Official Records.

13. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded March 5, 2003, in Book 20030305 as Document No. 04635 of Official Records.

NAN_000569

JA_002747

Order No. 08-09-0512-SD
1st Amendment

14. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded May 9, 2003, in Book 20030509 as Document No. 01339, of Official Records.
15. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded December 22, 2003, in Book 20031222 as Document No. 02862 of Official Records.
16. Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law affecting said land contained in the Deed recorded September 14, 2006 in Book 20060914 as Document No. 03231 of Official Records.
17. Deed of Trust to secure an indebtedness of \$21,000,000.00 and any other amounts payable under the terms thereof:
Recorded: May 25, 2007 in Book 20070525 Document No. 02845 of Official Records.
Dated: May 25, 2007
Trustor: Eldorado Hills, LLC, a Nevada limited liability company
Trustee: Nevada Title Company
Beneficiary: ANB Financial N.A.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.
18. Any claim, loss or damage, due to the fact that there does not appear to be direct access to said land by a publicly dedicated road.
19. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
20. Water rights, claims or title to water, whether or not shown by the public records.
21. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.

NAN_000570

JA_002748

Order No. 08-09-0512-SD
1st Amendment

22. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
23. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.
24. The requirement that a physical inspection of the subject land be made prior to the close of escrow.

NOTE: Additional exceptions and/or requirements may be added to this report upon completion of said inspection.

25. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM LAND TITLE SURVEY conforming to the minimum standard requirements as revised in 2005.
26. Underwriter approval is needed to close this transaction; therefore, submit all documentation, including but not limited to requested endorsements, at least ONE WEEK prior to the contemplated closing date.

UNDERWRITER APPROVAL REQ.: The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of the requirement above.

TAX INFORMATION:
2008-2009

District:	510
Tax Rate:	2.4855
Parcel No.:	189-11-002-001
Real Estate:	\$5,525,861.00
Improvements:	\$1,620,101.00
Assessed Valuation:	\$7,145,962.00
Acreage Assessed:	161.93

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

NAN_000571

JA_002749

Order Number: 08-09-0512-SD

COUNTY RECORDER REQUIREMENTS

EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NEY COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

- a) Be on 20# paper that is 8 ½ inches by 11 inches in size
- b) Have a margin of 1 inch on the left and right sides and at the bottom of each page; and
- c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin on 1 inch at the top of each succeeding page.
- d) Not contain printed material on more than one side of each page.
- e) Print that is NO smaller than 10-point Times New Roman font and contains no more than 9 lines of text per vertical inch.
- f) MUST NOT be printed in any ink other than black

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-COMPLIANCE RECORDING CHARGE OF \$25.00 PER DOCUMENT.

NAN_000572

JA_002750

Order Number: 08-09-0512-SD

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. If you want a full page explanation of our privacy policy, or if you have questions, please contact us.

NAN_000573

JA_002751

EXHIBIT 1 (REV. 6/17/06)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1999
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (B) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (C) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (D) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
3. ANY FACTS, RIGHTS, INTEREST, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
4. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
6. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEY'S FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES, LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING
 - C. LAND USE
 - D. IMPROVEMENTS ON THE LAND
 - E. LAND DIVISION
 - F. ENVIRONMENTAL PROTECTION
 2. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
 3. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
 4. THE RIGHT TO TAKE THE LAND BY CONDEMNATION IT, UNLESS:
 - A. A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
 - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
 5. RISKS:
 - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
 - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
 - C. THAT RESULT IN NO LOSS TO YOU; OR
 - D. THAT FIRST OCCUR AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8D, 22, 23, 24 OR 25.
 6. FAILURE TO PAY VALUE FOR YOUR TITLE.
 7. LACK OF A RIGHT:
 - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
 - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.
- THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 10.

YOUR INSURANCE FOR THE FOLLOWING COVERED RISKS IS LIMITED ON THE OWNER'S COVERAGE STATEMENT AS FOLLOWS:
 FOR COVERED RISK 14, 15, 16 AND 18, YOUR DEDUCTIBLE AMOUNT AND OUR MAXIMUM DOLLAR LIMIT OF LIABILITY SHOWN IN SCHEDULE A.
 16 DEDUCTIBLE AMOUNTS AND MAXIMUM DOLLAR LIMITS SHOWN ON SCHEDULE A ARE AS FOLLOWS:

		LIMITATIONS ON COVERED RISKS	
	Your Deductible Amount	Our Maximum Dollar Limit of Liability	
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less).	\$10,000	Covered Risk 16
			1% of Policy Amount or \$5,000 (whichever is less)
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000	Covered Risk 18
			1% of Policy Amount or \$2,500 (whichever is less)

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (8/1/87)

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

- GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
 - LAND USE
 - IMPROVEMENTS ON THE LAND
 - LAND DIVISION
 - ENVIRONMENTAL PROTECTION
 THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.
- THE RIGHT TO TAKE THE LAND BY CONDEMNATION IT, UNLESS:
 - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
 - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
- TITLE RISKS:
 - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
 - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
 - THAT RESULT IN NO LOSS TO YOU
 - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
- FAILURE TO PAY VALUE FOR YOUR TITLE.
- LACK OF A RIGHT:
 - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A
 - OR
 - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.
 THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (1) THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (3) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (4) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURED THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL OR TO THE EXTENT INSURANCE IS AFFORDED HEREIN AS TO ASSESSMENTS FOR STREET IMPROVEMENTS UNDER CONSTRUCTION OR COMPLETED AT DATE OF POLICY); OR
 - RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
- UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
- INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
- ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
- ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

- (2) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
- (3) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

2006 ALTA LOAN POLICY (6/17/06)
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
 - (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND
 - (ii) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND;
 - (iii) THE SUBDIVISION OF LAND; OR
 - (iv) ENVIRONMENTAL PROTECTION
 OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
- (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6.
2. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AND INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11, 13, OR 14); OR
 - (E) RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF AN INSURED TO COMPLY WITH APPLICABLE DOING-BUSINESS LAWS OF THE STATE WHERE THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY IN WHOLE OR IN PART OF THE LIEN OF THE INSURED MORTGAGE THAT ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION CREATING THE LIEN OF THE INSURED MORTGAGE, IS:
 - (A) A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER, OR
 - (B) A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 13(B) OF THIS POLICY.
 ANY LIEN OF THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE INSURED MORTGAGE IN THE PUBLIC RECORDS. THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11(B).

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/82)
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (i) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (ii) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR A LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

2006 ALTA OWNER'S POLICY (6/17/06)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY, AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES, OR EXPENSES THAT ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO:
 - (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND;
 - (ii) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND;
 - (iii) THE SUBDIVISION OF LAND; OR
 - (iv) ENVIRONMENTAL PROTECTION;
 OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
- (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6.
2. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED, OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 9 AND 10); OR
 - (E) RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE TITLE.
4. ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION VESTING THE TITLE AS SHOWN IN SCHEDULE A, IS:
 - (A) A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (B) A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 9 OF THIS POLICY.
5. ANY LIEN ON THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE DEED OR OTHER INSTRUMENT OF TRANSFER IN THE PUBLIC RECORDS THAT VESTS TITLE AS SHOWN IN SCHEDULE A.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 OF THIS POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12, 13, 14, AND 16.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8, 15, 19, 20, 21, 22, 23, 24, 25 AND 26); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTEREST CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE. THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
 - (A) THE TIME OF THE ADVANCE, OR
 - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED, IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.

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NAN_000578

JA_002756

Order No. 08-09-0512-SD

NEVADA TITLE COMPANY
2500 North Buffalo, Suite # 150
Las Vegas, Nevada 89128
(702) 251-5000

ATTENTION: Sue Dudzinski

September 29, 2008

Your Number

Order Number: 08-09-0512-SD

Dated as of September 22, 2008 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Nevada Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the exclusions and exceptions from coverage document attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the exclusions and exceptions from coverage. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referenced to below and the exceptions and exclusions set forth in the exclusions from coverage of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.


Title Officer: Sue Dudzinski

NAN_000579

JA_002757

Order No. 08-09-0512-SD

SCHEDULE A

The form of Policy of Title Insurance contemplated by this report is:

- ☐ California Land Title/American Land Title Association Homeowners Policy
- ☒ American Land Title Association Lender's Policy 2006
- ☐ American Land Title Association Owners Policy 2006
- ☒ California Land Title Association Standard Owner's/Lenders

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN
THIS SCHEDULE COVERED BY THIS REPORT IS:

A Fee

Title to said estate or interest at the date hereof is vested in:

Eldorado Hills, LLC, a Nevada limited liability company

The land referred to in this report is situated in the State of Nevada, County of Clark, and
is described as follows:

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

Buyer: David Damante
Address: 12801 South US Highway 95 Las Vegas, NV

NAN_000580

JA_002758

Order No. 08-09-0512-SD

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTHWEST QUARTER (SW ¼) OF SECTION 11, TOWNSHIP 23 SOUTH,
RANGE 63 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT OF SAID
LAND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.

NAN_000581

JA_002759

SCHEDULE B

At the date hercof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. State and County Taxes for the fiscal period of 2008 to 2009, a lien now due and payable in the total amount of \$53,655.48, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$13,413.87 has been paid

Second installment of \$13,413.87 unpaid delinquent first Monday in October

Third installment of \$13,413.87 unpaid delinquent first Monday in January

Fourth installment of \$13,413.87 unpaid delinquent first Monday in March

Parcel No. 189-11-002-001

2. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
3. Reservations and Easements in the patent from the United States of America, recorded November 22, 1961, in Book 329 as Document No. 265853 and recorded May 16, 1985 in Book 2111 as Document No. 2070205, of Official Records.
4. Reservations and Easements in the patent from the United States of America, recorded May 17, 1956, in Book 94 as Document No. 78315, of Official Records.
5. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANTS RUNNING WITH THE LAND", recorded May 25, 1982, in Book 1571 as Document No. 1530303, of Official Records.
6. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANTS RUNNING WITH THE LAND", recorded September 10, 1982, in Book 1620 as Document No. 1579282, of Official Records.

7. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded October 5, 1982, in Book 1630 as Document No. 1589544 of Official Records.

The exact location and extent of said easement is not disclosed in the document of record.

8. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded October 5, 1982, in Book 1630 as Document No. 1589545 of Official Records.

The exact location and extent of said easement is not disclosed in the document of record.

9. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded May 11, 1989, in Book 890511 as Document No. 00572 of Official Records.

10. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded October 16, 1989, in Book 891016 as Document No. 00772, of Official Records.

The above document was re-recorded on November 15, 1989 in Book 891115 as Document No. 00820.

11. Terms, covenants, conditions and provisions in an instrument entitled, "COOPERATIVE AGREEMENT NO. 3 BETWEEN THE CITY OF HENDERSON, THE LAS VEGAS VALLEY WATER DISTRICT AND THE COLORADO RIVER COMMISSION REGARDING COLORADO RIVER WATER ENTITLEMENTS", recorded January 26, 1990, in Book 900126 as Document No. 00522, of Official Records.

12. The effect of the following Record of Survey performed by THOMAS E. KEMMES, filed in File 53 of Surveys at Page 87, recorded February 15, 1990, in Book 900215, as Document No. 00742 of Official Records.

13. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded March 5, 2003, in Book 20030305 as Document No. 04635 of Official Records.

14. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded May 9, 2003, in Book 20030509 as Document No. 01339, of Official Records.
15. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded December 22, 2003, in Book 20031222 as Document No. 02862 of Official Records.
16. Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law affecting said land contained in the Deed recorded September 14, 2006 in Book 20060914 as Document No. 03231 of Official Records.
17. Deed of Trust to secure an indebtedness of \$21,000,000.00 and any other amounts payable under the terms thereof:
Recorded: May 25, 2007 in Book 20070525 Document No. 02845 of Official Records.
Dated: May 25, 2007
Trustor: Eldorado Hills, LLC, a Nevada limited liability company
Trustee: Nevada Title Company
Beneficiary: ANB Financial N.A.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.
18. Any claim, loss or damage, due to the fact that there does not appear to be direct access to said land by a publicly dedicated road.
19. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
20. Water rights, claims or title to water, whether or not shown by the public records.
21. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.

Order No. 08-09-0512-SD

22. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
23. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.
24. The requirement that a physical inspection of the subject land be made prior to the close of escrow.

NOTE: Additional exceptions and/or requirements may be added to this report upon completion of said inspection.

25. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM LAND TITLE SURVEY conforming to the minimum standard requirements as revised in 2005.
26. Underwriter approval is needed to close this transaction; therefore, submit all documentation, including but not limited to requested endorsements, at least ONE WEEK prior to the contemplated closing date.

UNDERWRITER APPROVAL REQ.: The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of the requirement above.

TAX INFORMATION:
2008-2009

District:	510
Tax Rate:	2.4855
Parcel No.:	189-11-002-001
Real Estate:	\$5,525,861.00
Improvements:	\$1,620,101.00
Assessed Valuation:	\$7,145,962.00
Acreage Assessed:	161.93

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

NAN_000585

JA_002763

Order Number: 08-09-0512-SD

COUNTY RECORDER REQUIREMENTS

EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

- a) Be on 20# paper that is 8 1/2 inches by 11 inches in size
- b) Have a margin of 1 inch on the left and right sides and at the bottom of each page; and
- c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin on 1 inch at the top of each succeeding page.
- d) Not contain printed material on more than one side of each page.
- e) Print that is NO smaller than 10-point Times New Roman font and contains no more than 9 lines of text per vertical inch.
- f) MUST NOT be printed in any ink other than black

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-COMPLIANCE RECORDING CHARGE OF \$25.00 PER DOCUMENT.

NAN_000586

JA_002764

Order Number: 08-09-0512-SD

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. If you want a full page explanation of our privacy policy, or if you have questions, please contact us.

NAN_000587

JA_002765

NOTES
This map is for information only and does not represent a survey. No liability is assumed for the accuracy of the data submitted herein. The map is not to be used for any purpose other than for the purpose of showing the location of the property. The map is not to be used for any purpose other than for the purpose of showing the location of the property. The map is not to be used for any purpose other than for the purpose of showing the location of the property.

LEGEND

ASSASSON'S PARCELS - CLARK CO., NV
M. W. Schofield, Assessor

188 PARCEL NUMBER
202 PARCEL NUMBER
101 PARCEL NUMBER
101 PARCEL NUMBER

188 PARCEL NUMBER
202 PARCEL NUMBER
101 PARCEL NUMBER
101 PARCEL NUMBER

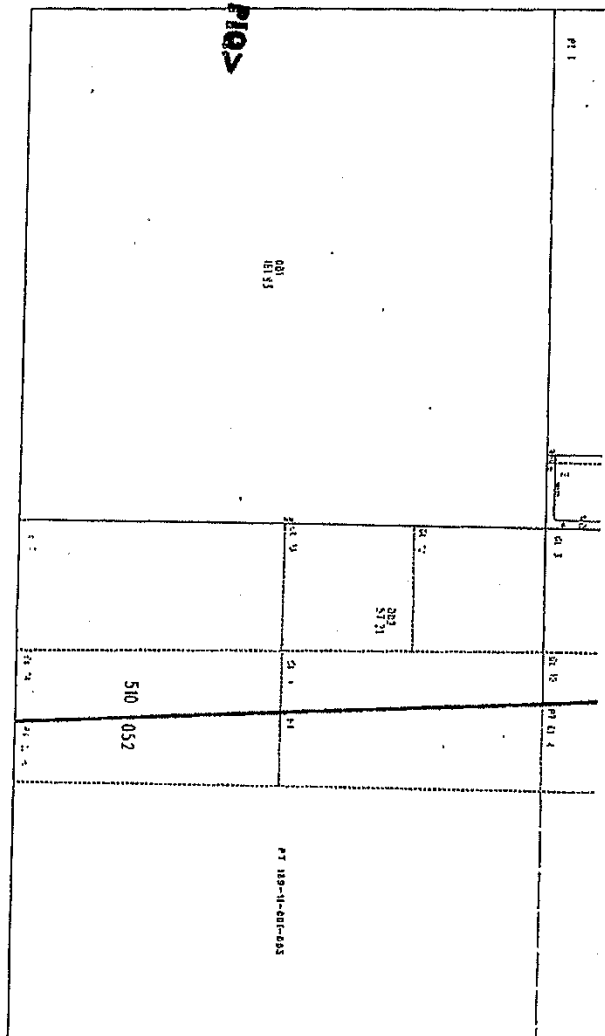
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TAX DIST 692.50

EXHIBIT 1 (REV. 6/17/06)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEES OR EXPENSES WHICH ARISE BY REASON OF:

- (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO: (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART 1

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS, PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTEREST, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEY'S FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES, LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING
 - C. LAND USE
 - D. IMPROVEMENTS ON THE LAND
 - E. LAND DIVISION
 - F. ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 18, 17 OR 24.
2. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
3. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A. A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
 - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
4. RISKS:
 - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
 - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
 - C. THAT RESULT IN NO LOSS TO YOU; OR
 - D. THAT FIRST OCCUR AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8D, 22, 23, 24 OR 25.
5. FAILURE TO PAY VALUE FOR YOUR TITLE.
6. LACK OF A RIGHT:
 - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
 - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.

THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

LIMITATIONS ON COVERED RISKS

YOUR INSURANCE FOR THE FOLLOWING COVERED RISKS IS LIMITED ON THE OWNER'S COVERAGE STATEMENT AS FOLLOWS:
 FOR COVERED RISK 14, 15, 16 AND 18, YOUR DEDUCTIBLE AMOUNT AND OUR MAXIMUM DOLLAR LIMIT OF LIABILITY SHOWN IN SCHEDULE A.
 REDEDUCTIBLE AMOUNTS AND MAXIMUM DOLLAR LIMITS SHOWN ON SCHEDULE A ARE AS FOLLOWS:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability		Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000	Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000	Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (4/1/87)

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
 - LAND USE
 - IMPROVEMENTS ON THE LAND
 - LAND DIVISION
 - ENVIRONMENTAL PROTECTION
 THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNATION IT, UNLESS:
 - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
 - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:
 - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
 - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
 - THAT RESULT IN NO LOSS TO YOU
 - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:
 - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A
 - OR
 - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.
 THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (1) THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (3) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (4) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURED THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL OR TO THE EXTENT INSURANCE IS AFFORDED HEREIN AS TO ASSESSMENTS FOR STREET IMPROVEMENTS UNDER CONSTRUCTION OR COMPLETED AT DATE OF POLICY); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
7. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (1) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

- (2) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
- (3) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

2006 ALTA LOAN POLICY (5/17/06)
EXCLUSIONS FROM COVERAGE

- THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:
1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
 - (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND
 - (ii) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND;
 - (iii) THE SUBDIVISION OF LAND; OR
 - (iv) ENVIRONMENTAL PROTECTION
 OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS, THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
 - (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6.
 2. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
 3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AND INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11, 13, OR 14); OR
 - (E) RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
 4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF AN INSURED TO COMPLY WITH APPLICABLE DOING-BUSINESS LAWS OF THE STATE WHERE THE LAND IS SITUATED.
 5. INVALIDITY OR UNENFORCEABILITY IN WHOLE OR IN PART OF THE LIEN OF THE INSURED MORTGAGE THAT ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
 6. ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION CREATING THE LIEN OF THE INSURED MORTGAGE, IS:
 - (A) A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER, OR
 - (B) A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 12(B) OF THIS POLICY.
- ANY LIEN OF THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE INSURED MORTGAGE IN THE PUBLIC RECORDS, THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 11(B).

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)
EXCLUSIONS FROM COVERAGE

- THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:
1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
 - (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
 2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
 3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
 4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (i) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (ii) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR A LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

2006 ALTA OWNER'S POLICY (4/17/06)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY, AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES, OR EXPENSES THAT ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION (INCLUDING THOSE RELATING TO BUILDING AND ZONING) RESTRICTING, REGULATING, PROHIBITING, OR RELATING TO
 - (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND;
 - (ii) THE CHARACTER, DIMENSIONS, OR LOCATION OF ANY IMPROVEMENT ERECTED ON THE LAND;
 - (iii) THE SUBDIVISION OF LAND; OR
 - (iv) ENVIRONMENTAL PROTECTION;
 OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
2. (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6.
3. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 7 OR 8.
4. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS
 - (A) CREATED, SUFFERED, ASSUMED, OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (HOWEVER, THIS DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 9 AND 10); OR
 - (E) RESULTING IN LOSS OR DAMAGE THAT WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE TITLE.
5. ANY CLAIM, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT THE TRANSACTION VESTING THE TITLE AS SHOWN IN SCHEDULE A, IS
 - (A) A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (B) A PREFERENTIAL TRANSFER FOR ANY REASON NOT STATED IN COVERED RISK 9 OF THIS POLICY.
6. ANY LIEN ON THE TITLE FOR REAL ESTATE TAXES OR ASSESSMENTS IMPOSED BY GOVERNMENTAL AUTHORITY AND CREATED OR ATTACHING BETWEEN DATE OF POLICY AND THE DATE OF RECORDING OF THE DEED OR OTHER INSTRUMENT OF TRANSFER IN THE PUBLIC RECORDS THAT VESTS TITLE AS SHOWN IN SCHEDULE A.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (i) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (ii) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (iii) A SEPERATION IN OWNERSHIP OR A CHARGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (iv) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 OF THIS POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12, 13, 14, AND 16.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 9, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 9(E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTEREST CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE, THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
 - (A) THE TIME OF THE ADVANCE OR
 - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED, IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.

EXHIBIT "B"

Renewal, Extension, Modification, and Ratification of Note and Deed of Trust
("New Loan Documentation")

[See Attached]

Blank

OK
TELD LLC
30 Oct 2008
21 of 27

Purchase Agreement11.doc

APN: 189-11-002-001

ESCROW NO. 08-09-0512-SD

RENEWAL, EXTENSION, MODIFICATION, AND RATIFICATION OF
NOTE AND DEED OF TRUST

STATE OF NEVADA

COUNTY OF CLARK

THIS RENEWAL, EXTENSION, MODIFICATION, AND RATIFICATION OF NOTE AND DEED OF TRUST (this "Agreement") is made and entered into by and between Eldorado Hills, LLC, a Nevada Limited Liability Company (the "Borrower"), whose address is 3883 Howard Hughes Pkwy, # 590, Las Vegas, Nevada 89169 and the Federal Deposit Insurance Corporation (the "FDIC"), as Receiver for ANB Financial, N.A., ("ANB") whose address is 1601 Bryan St., Dallas, Texas 75201.

RECITALS:

WHEREAS, the Borrower executed that certain Promissory Note dated May 25, 2007, payable to the order of ANB in the original principal amount of \$21,000,000.00 (the "Original Note"); and

WHEREAS, the Note is secured by the lien of that certain Deed Of Trust, of even date with the Original Note, to Nevada Title Company as Trustee for the benefit of ANB, and recorded on May 25, 2007, as Instrument No. 20070525-0002845 in the records of the County Recorder of Clark County, Nevada (the "Deed of Trust"), covering certain real property situated in Clark County, Nevada, as particularly described and defined therein and on Exhibit A attached hereto (the "Real Property"); and

WHEREAS, ANB was closed by the Comptroller of the Currency on May 9, 2008, and the FDIC was thereafter appointed receiver for ANB (the "Receiver"); and

WHEREAS, pursuant to 12 U.S.C. § 1821(d), the Receiver has succeeded to all of the right, title, and interest of ANB in, to, and under the Note and the Deed of Trust; and

WHEREAS, the Borrower is in default under the Note and the Deed Of Trust, and giving credit for all payments made from all persons, including, without limitation, a payment of \$4,321,718.32 as a principal reduction and payment of \$678,281.68 accrued interest, at or about the time of execution of this Agreement, there is due and owing on the Note the principal amount of \$16,170,278.08; and

WHEREAS, the Borrower has proposed and the Receiver has consented to renew, extend, and modify the Note and the Deed of Trust as hereinafter provided, and the Borrower desires to ratify the Note and the Deed Of Trust as so renewed, extended, and modified.

NAN_000594

JA_002772

NOW, THEREFORE, in consideration of the premises, including, without limitation, the forbearance of the Receiver in exercising its rights to (A) accelerate the indebtedness evidenced by the Note and secured by the lien of the Deed Of Trust upon the Real Property, as a result of the Borrower's default thereunder, and (B) foreclose upon the Real Property and any other collateral, either judicially or non-judicially, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Borrower and the Receiver hereby agree as follows:

1. Recitals. The Recitals set forth hereinabove are hereby incorporated into this Agreement and made a part hereof for all purposes as if fully set forth herein.

2. Renewal, Extension, and Modification of Note.

(a) The Note is hereby renewed, extended, and modified as herein set forth and Borrower hereby promises to pay to the order of the Receiver, its successors and assigns, at the address set forth hereinabove, or at such other place as the holder of the Note may from time to time designate in writing, the unpaid principal balance of the Note, which the Borrower and the Receiver hereby agree to be the amount of SIXTEEN MILLION, ONE HUNDRED SEVENTY THOUSAND, TWO HUNDRED SEVENTY EIGHT AND EIGHT ONE HUNDREDS DOLLARS (\$16,170,278.08), together with interest on the balance of principal remaining from time to time unpaid hereunder from the date of this Agreement at the rates provided for herein.

(b) Prior to default or maturity hereunder, the outstanding principal balance of the Note shall bear interest at a rate per annum (the "Regular Rate") equal to Wall Street Journal Prime, as such rate is published and adjusted from time to time, plus two per cent (2%), in each case calculated daily on the basis of a three hundred sixty-five (365)-day year for each day all or any part of the principal balance of the Note shall remain outstanding.

(c) The Note is payable hereunder in the following manner:

(i) On the 30th day of the month following the date of this Agreement, and on the 30th day of each and every month thereafter to and including the 30th day of the month preceding the Maturity Date (hereinafter defined), ONE HUNDRED AND TWENTY THOUSAND, FIVE HUNDRED SIXTY ONE AND TWENTY FIVE ONE HUNDREDS DOLLARS (\$120,561.25) shall be paid on account of principal and interest on the Note at the Regular Rate.

(ii) In all events, the entire principal balance of the Note, together with all accrued and unpaid interest thereon and all other sums due thereunder, if any, unless sooner paid, shall be due and payable on the Fifth (5th) anniversary of the date of this Agreement (the "Maturity Date").

(iii) During the term of this Note, individual lots will be released upon payment

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of 125% of the value or such lot or lots established by the appraisal dated March 21, 2007, prepared by Rick Smith of RCS Appraisal, Inc., File #07-070.

3. Renewal, Extension, and Modification of Deed Of Trust. The Deed Of Trust and all rights, titles, interests, liens, powers, and privileges existing by virtue thereof, together with any and all other documents executed with regard thereto or to the indebtedness evidenced by the Note, are hereby renewed, extended, and modified as herein set forth and shall be and continue in full force and effect to secure payment of the indebtedness evidenced by the Note and any and all renewals and extensions thereof.

4. Ratification of Note and Deed Of Trust. The Borrower hereby ratifies the Note and the Deed Of Trust and any and all other documents executed with regard thereto or to the indebtedness evidenced thereby, as hereby renewed, extended, and modified. Except as expressly modified herein, all of the terms and provisions of the Note and the Deed Of Trust and any and all other documents executed with regard thereto or to the indebtedness evidenced thereby, shall remain in full force and effect. To the extent any conflicts exist between this Agreement and the terms and provisions of the Note and the Deed Of Trust and any and all other documents executed with regard thereto or to the indebtedness evidenced thereby, this Agreement shall control.

5. Interest Not to Exceed Maximum Lawful Amount. All agreements between the Borrower and ANB or the Receiver, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency or event whatsoever, whether by reason of demand or acceleration of the maturity of the Note or otherwise, shall the amount contracted for, charged, received, paid, or agreed to be paid to ANB or the Receiver for the use, forbearance, or detention of the funds evidenced by the Note or otherwise, or for the performance or payment of any covenant or obligation contained in the Deed Of Trust, exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to ANB or the Receiver in excess of the maximum lawful amount, the interest payable to ANB or the Receiver shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance ANB ever received or the Receiver ever receives anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal of the Note and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal thereof, such excess shall be refunded to the Borrower. All interest paid or agreed to be paid to ANB or the Receiver shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full contemplated term of the Note (including the period of any renewal or extension thereof) until payment in full of the principal so that the interest thereon for such contemplated term shall not exceed the maximum amount permitted by applicable law; provided that if the principal is paid and performed in full prior to the end of such contemplated term thereof, and if the amount of interest received for the actual period of existence thereof exceeds the maximum lawful rate, the Receiver shall refund to the Borrower the amount of such excess. The term "applicable law" as used herein shall mean the laws of the United States or the law of the State of Texas, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future. This Section 5 shall control all agreements between the Borrower and ANB or the

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Receiver.

6. Reinstatement. If the maturity of the indebtedness evidenced by the Note has heretofore been accelerated or the Note has otherwise matured according to its terms, the Receiver hereby reinstates the Note and the Deed Of Trust as if the default giving rise to such acceleration had not occurred or the Note had not matured; however, such reinstatement shall be without prejudice to the rights of the Receiver to exercise at any time in the future any and all rights conferred upon ANB or the Receiver by the Note and the Deed Of Trust with respect to any default, breach, or failure to observe any provision provided therein which might occur subsequent to the date of this Agreement. Such reinstatement is being made by the Receiver at the request of the Borrower.

7. Prepayment. The Borrower shall have the option to prepay the Note upon written notice to the then holder thereof. Prepayment in full or in part without penalty shall be allowed provided that the Note or any instrument given to secure it are not in default, and that there are no funds then owing which may have been previously advanced pursuant to any such instrument securing the Note. Any such prepayment shall be applied first to the balance of the principal then remaining unpaid, and the remainder (if any) to interest payable thereunder.

8. Note and Deed Of Trust in Full Force and Effect. The Borrower and the Receiver hereby acknowledge and agree that the modifications contained herein shall in no manner impair the Note or its enforceability, or that of the lien and security interest of the Deed Of Trust, which Note, lien and security interest are hereby acknowledged by the Borrower to be valid and subsisting and all of the terms and provisions thereof shall be and remain in full force and effect as therein written except as modified by this Agreement. The Borrower further hereby acknowledges and agrees that, after giving effect to this Agreement, (a) ANB and the Receiver have fully performed each and every duty or obligation either might have had under the Note and the Deed Of Trust and no default on the part of ANB or the Receiver exists thereunder, (b) no default on the part of the Borrower exists under the Note or the Deed Of Trust, and (c) the Borrower has no (i) defenses to the enforcement of the Note or the Deed of Trust or (ii) right to any counterclaims or offsets thereunder.

9. Statutes of Limitation; Liability. The Borrower hereby (a) waives (if and to the fullest extent such waiver is permitted by law) the benefit of any and all applicable statutes of limitation as now existing or hereafter amended in relation to the Note or any payments, renewals, extensions, or modifications thereof, and (b) agrees that any renewals, extensions, modifications, assignments, or forbearances of any portion of the obligations evidenced by the Note shall in no way affect Borrower's liability thereunder or the enforceability thereof or of the lien of the Deed Of Trust.

10. Representations and Warranties of Borrower. The Borrower hereby represents and warrants to the Receiver, its successors and assigns, that all of the information and documentation provided to the Receiver in connection with the Borrower's negotiation of this Agreement are true and correct, including, without limitation, (a) the Borrower's present and continuing ownership of the Real Property and any and all other collateral pledged as security for the payment of the indebtedness evidenced by the Note, unencumbered by any other pledge, security interest, or lien given or granted by the Borrower to any other party for any other indebtedness, and (b) any and all financial

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information regarding the Borrower. The Borrower hereby acknowledges that the Receiver has relied upon such information and documentation in determining whether or not to allow the renewal, extension, and modification of the Note and the Deed Of Trust as provided for herein. If any of such information or documentation proves to have been false, such falsehood shall be an event of default under the Note and the Deed Of Trust, and the person or persons furnishing such false information or documentation shall be subject to criminal prosecution under 18 U.S.C. § 1007.

11. Lift of Stay. The Borrower hereby agrees that, as a part of the consideration for the transaction described in this Agreement, as such consideration is set forth hereinabove, in the event that the Borrower shall (a) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (b) be the subject of any order for relief issued under Title 11 of the U.S. Code, as amended, (c) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (d) have sought, consented to, or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (e) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, the Receiver shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to the Receiver as provided in the Note and the Deed Of Trust, as hereby renewed, extended, and modified, and as otherwise provided by law.

12. Entire Agreement. The Note and the Deed Of Trust, together with any and all other documents executed with regard thereto or to the indebtedness evidenced thereby, as hereby renewed, extended, and modified, embody the entire agreement between the Borrower and the Receiver regarding the subject matter hereof, which may not be further amended or modified in any manner without the written agreement of those parties.

13. Authority. The person(s) executing this Agreement on behalf of the Borrower each hereby warrant and represent to the Receiver that he or she has full right, power, and authority to do so.

14. Governing Law. Except as otherwise expressly set forth herein, the validity, construction, interpretation, enforcement, and performance of this Agreement, the Note, and the Deed Of Trust, and the rights and duties of the parties hereunder and thereunder, shall be governed by the laws of the United States of America and, to the extent that state law would apply under applicable federal law, the laws of the State of Texas, except as otherwise required by the laws of the jurisdiction where the property is located. Application of this Section 14 shall be made without regard to conflicts of law principles.

15. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

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16. Communications. All payments, notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been delivered to the addressee after the deposit of same in a post office of the United States Postal Service, or in a regularly maintained depository under the care and custody of the United States Postal Service, registered or certified, postage prepaid, addressed to such party at its address as respectively set forth hereinabove. Each party hereto may, by notice to the other party hereto, designate a different address. Payments, notices, demands, requests, and other communications given or made in the manner provided by this Section 16 shall be deemed sufficiently delivered, served, or given for all purposes hereunder at the time such payment, notice, demand, request, or communication shall have been mailed to the address of the addressee as hereinbefore provided. Rejection or refusal to accept, or inability to deliver because of changed address of which no notice of changed address was given, shall, as to any such payment, notice, demand, request, or communication, constitute delivery to addressee.

17. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, but which will evidence one and the same instrument.

THIS RENEWAL, EXTENSION, MODIFICATION, AND RATIFICATION OF NOTE AND DEED OF TRUST is executed by the parties hereto to be effective for all purposes as of the 30 day of October, 2008.

BORROWER:

EL DORADO HILLS, LLC


Carlos Huerta, Manager


Sigmund Rogich, Manager

[The Receiver's signature and the acknowledgments of the parties follow on the next page.]

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RECEIVER:

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for ANB Financial NA

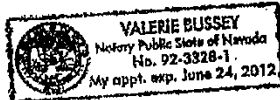
By: _____
Name: _____
Title: Attorney in Fact

ACKNOWLEDGMENTS

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 30TH day of OCTOBER, 2008, by Carlos Huerta, Manager of El Dorado Hills, LLC, on behalf of the business or entity.

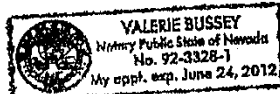


By: [Signature]
Notary Public, State of NEVADA
Residing at: CLARK COUNTY, NEVADA
My commission expires: 6/24/2012

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 30TH day of OCTOBER, 2008, by Sigmund Rogich, Manager of El Dorado Hills, LLC, on behalf of the business or entity.



By: [Signature]
Notary Public, State of NEVADA
MY COMMISSION EXPIRES: 6/24/2012

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2008, before me, the undersigned Notary Public, personally appeared _____, to me known to be an Attorney in Fact of the Federal Deposit Insurance Corporation, acting in its capacity as Receiver for ANB Financial, NA and acknowledged that he executed the foregoing instrument on behalf of said entity.

By: _____
Notary Public, State of _____

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EXHIBIT A

Described as:

The southwest quarter (SW ¼) OF Section 11, Township 23 South, Range 63 East,
M.D.B. & M., according to the official plat of said land on file in the office of the bureau of land
Management

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**ATTACHMENT TO RENEWAL, EXTENSION, MODIFICATION AND RATIFICATION OF
NOTE AND DEED OF TRUST
ACCOMMODATION RECORDING INSTRUCTIONS,
NOTICE AND WAIVER PURSUANT TO N.R.S. 692A.210
AND INDEMNITY AGREEMENT**

TO: NEVADA TITLE COMPANY DATE: October 29, 2008 ESCROW/ORDER # 08-09-0512-SD

FROM: The Undersigned

The documents listed below are for recording in the Recorder's Office as an accommodation only. You are to make no demand or inquiry in connection therewith. The undersigned understand that Nevada Title Company ("NTC") is not searching the public records in connection with any property affected thereby, and makes no assurances that the parties have any interest in any property described therein. Further, NTC has not examined the document(s), and makes no assurances as to their validity or effect on title. These documents are being delivered to the Recorder's Office only as a courtesy to the undersigned.

The undersigned also acknowledge that NTC will not now, nor will it in the future, receive any benefit, whether business or otherwise, as a result of the recordation of said document(s). The undersigned further acknowledge that NTC is unwilling to carry out the herein provided instructions without, and in the normal course of business would not do so without an Indemnity Agreement from the undersigned.

NOW THEREFORE, the undersigned do herein and hereby agree that, in consideration of NTC recording said documents, the undersigned will fully and forever protect, defend save harmless and otherwise indemnify NTC from and against any and all liabilities, responsibilities, loss, costs, damages, expenses, charges and fees including but not by way of limitation attorney's fees which it may suffer, expend or incur, directly or indirectly, under by way of, arising out of, or as a consequence of its fulfillment of these instructions and/or the recordation of the herein below described document.

THE UNDERSIGNED are responsible for the Clark County Recorder's Office documentation requirements, including (but not limited to) attaching a Declaration of Value form to any document recorded to transfer real property (or any right, title or interest therein).

The undersigned shall pay applicable Recording Fees and Transfer Tax (check payable to the "Clark County Recorder" to cover the charges concerning: i) the Recorder's Fee of \$14.00 for the first page, and \$1.00 for each additional page, of a document; ii) an additional fee of \$3.00 for any single-page document that is considered a "double-index" document; iii) real property transfer tax of \$5.10 per \$1,000.00 of equitable value in the property).

<u>DOCUMENT</u>	<u>1ST PARTY</u>	<u>2ND PARTY</u>	<u>TRANSFER TAX</u>	<u>RECORDING FEE</u>
Modification	Eldorado Hills LLC (Borrower)	"FDIC" (Receiver)	Not Applicable	\$26.50 Est.

FURTHERMORE, if a Lender's policy of title insurance is being issued but no Owner's title policy is being issued, then: notice is hereby given, as required in NRS 692A.210 that a mortgagee's title insurance policy is to be issued to your mortgage lender. The policy does not afford title insurance protection to you in the event of a defect or claim of defect in title to the real estate you own or are acquiring. An owner's title insurance policy affording protection to you in the amount of your purchase price, or for the amount of your purchase price plus the cost of any improvements, which you anticipate making, may be purchased by you. NRS 692A.210 requires that you sign the statement printed below if you do not wish to purchase an owner's title insurance policy.

WE HAVE RECEIVED THE FOREGOING NOTICE, AND WAIVE OUR RIGHT TO PURCHASE AN OWNER'S TITLE INSURANCE POLICY FOR OUR PROTECTION.

ELDORADO HILLS LLC, a Nevada limited
Liability company


INDEMNITOR Carlos Huerta, Manager


INDEMNITOR Sigmund Rogich, Manager

FEDERAL DEPOSIT INSURANCE
CORPORATION ("FDIC") AS RECEIVER FOR
ANB FINANCIAL, N.A.

INDEMNITOR Adron Neill, Authorized Signator

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EXHIBIT "C"
Subscription Agreement

[See Attached]

Blank

OK
J. E. A.
7/20/06
10/20/06
30 Oct. 2006
22 Oct 07

Purchase Agreement11.doc

ELDORADO HILLS, LLC
A Nevada Limited-Liability Company

SUBSCRIPTION BOOKLET AND INSTRUCTIONS

SUBSCRIPTION INSTRUCTIONS

Attached is the Subscription Agreement (the "Subscription Agreement") relating to your purchase of certain limited-liability company Membership Interest Shares of Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"). The Company is offering you an aggregate ownership interest pursuant to this Agreement equal to one-sixth of the limited-liability company Membership Interest Shares (the "Shares"), as will be outstanding effective as of the time of issuance (subject to the redemptions and expenditure referenced in Section 1.2 below), for an aggregate purchase price of two million five hundred thousand dollars (\$2,500,000.00).

A prospective purchaser desiring to subscribe for Shares must complete and execute the Subscription Agreement in accordance with the instructions herein and send this completed Subscription Booklet and payment for the relevant Shares as follows:

1. **Verification of Purchaser Suitability:** Please initial the appropriate boxes in Section 2.1 of the Subscription Agreement (Pages 3 and 4) to verify whether the prospective purchaser is suitable to purchase the Shares.
2. **Subscription for Shares:** Please indicate on the signature page of the Subscription Agreement (Page 11) the number of Shares to be purchased.
3. **Purchaser Information:** Please complete the requested purchaser information on the signature page of the Subscription Agreement (Page 11).
4. **Signature Page.** Please date and sign the signature page to this Subscription Agreement (Page 11).

Once the Subscription Booklet is fully completed and executed, the Subscription Booklet and the payment for the Shares should be sent to the attention of:

KENNETH A. WOLOSON, ESQ.
ELDORADO HILLS, LLC,
400 S. 4th Street, 3rd Floor
Las Vegas, Nevada 89101
Facsimile: (702) 791-0308

Handwritten:
Feb 2012
KAW
2000000
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SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into as of the date set forth on the signature page hereto, by and between Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), and the prospective purchaser listed on the signature page hereto (the "Purchaser").

RECITALS

A. The Company is proposing the sale of certain of its Membership Interests ("Shares"), the classes, rights, preferences and privileges of which are set forth in the Company's operating agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (the "Operating Agreement"), in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and/or pursuant to Rule 506 of Regulation D thereunder, as well as in reliance upon exemptive provisions of the securities laws of the State of Nevada;

B. The Company has previously provided Purchaser with certain materials consisting of a general description of the real property ("Real Property") commonly known as APN: 189-11-002-001, and other items concerning the Company and its finances, all as described in Exhibit "B" attached hereto and incorporated herein by this reference (together, the "Evaluation Materials");

C. The Company wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Company, an aggregate ownership interest equal to one-sixth (1/6th) of the Company's Membership Interest Shares (the "Shares"), as will be outstanding effective as of the time of issuance (subject to the redemption and expenditures referenced in Section 1.2 below), on the terms and in the manner set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants, agreements, understandings, undertakings, representations, warranties and promises, and subject to the conditions hereinafter set forth, and intending to be legally bound thereby, the parties do hereby covenant and agree that the recitals set forth above are true and accurate and are hereby incorporated in and made a part of this Agreement, and further covenant and agree as follows:

Handwritten signature and date:
Terry Lee
Managing member
30 Oct 2007
2007-12

1. PURCHASE AND SALE OF SHARES

1.1 Purchase Price. Subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to purchase from the Company, and the Company hereby agrees to sell to the Purchaser, the Shares for a purchase price of two million five hundred thousand dollars (\$2,500,000.00).

1.2 Use of Proceeds. The Purchase Price shall be payable into Nevada Title Company Escrow No.: 08-09-0512SD and used to reduce the Company's currently outstanding loan in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender").

1.3 Concurrent with the transactions contemplated hereinabove, the Company is entering into a similar Purchase Agreement with Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005 (the "Flangas Trust").

1.4 Furthermore, each of Purchaser and the Flangas Trust will be entering into a separate purchase agreement with The Rogich Family Irrevocable Trust ("Rogich Trust"), by which they will each acquire a one-sixth (1/6th) ownership interest in the Company owned by the Rogich Trust for a purchase price each of Five Hundred Thousand Dollars (\$500,000.00) and after which time, when combined with this Purchase Agreement and the Purchase Agreement between the Company and the Flangas Trust, will result in the ownership by the Company of one-third (1/3) by Purchaser, one-third (1/3) by the Flangas Trust and one-third (1/3) by the Rogich Trust (subject to the interest of the Rogich Trust possibly being adjusted as referenced in said separate purchase agreements. The representations, warranties, Exhibits, and covenants (covenants as to future financial obligations and distributions to and from the Company, respectively) set forth therein shall be deemed incorporated herein by this reference.

2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company as follows:

2.1 Purchaser Status. The Purchaser represents and warrants that the Purchaser is an "accredited investor" within the meaning of Rule 501(a) of Regulation D, promulgated under the Securities Act. The Purchaser understands that the Shares are being offered and sold only to "accredited investors" (as that term is defined under Rule 501(a) of Regulation D), and the Purchaser represents that the Purchaser is an accredited investor.

Handwritten signature and initials
340668_2

As provided by Rule 501(a) of Regulation D, the Purchaser's representation that the Purchaser is an accredited investor is based upon one of the following grounds that the Purchaser is a(n) (please check one):

- ☐ Private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- ☐ Organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of Five Million Dollars (\$5,000,000);
- ☐ Manager or executive officer of the Company;
- ☐ Natural person whose individual net worth, or joint net worth with that person's spouse, exceeds One Million Dollars (\$1,000,000);
- ☐ Natural person who has an individual income in excess of Two Hundred Thousand Dollars (\$200,000) in each of the two (2) most recent years and has a reasonable expectation of reaching the same income level in the current year;
- ☐ Natural person who has a joint income with that person's spouse in excess of Three Hundred Thousand Dollars (\$300,000) in each of the two (2) most recent years and has a reasonable expectation of reaching the same income level in the current year;
- ☐ Trust, with total assets in excess of Five Million Dollars (\$5,000,000), not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as defined by Rule 506(b)(2)(ii) of the Securities Act; or
- ☐ Entity in which all of the equity owners are accredited investors;
- ☐ None of the foregoing representations apply to Purchaser.

Handwritten:
2005 file
20 oct 2007
4 of 12

The Purchaser understands that the Company is relying on the Purchaser with respect to the accuracy of this representation and understands the significance of the Purchaser's representation to the Company that the Purchaser is an accredited investor. In addition, the Purchaser agrees to notify the Company of any material changes affecting accredited investor status prior to the closing of any purchase made.

2.2 Independent Investigation. The Purchaser represents and warrants that the Purchaser has received and has reviewed in its entirety the Evaluation Materials. In addition, the Purchaser represents and warrants that the Purchaser has had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Company and the Private Placement, and all such questions, if any, have been answered to the full satisfaction of the Purchaser. In making this investment decision to purchase the Shares, the Purchaser is not relying on any oral or written representations or assurances from the Company or its agents other than as set forth in this Agreement.

2.3 Authorization. This Agreement constitutes valid and legally binding obligations of the Purchaser, enforceable in accordance the terms herein. The Purchaser has full power and authority to enter into this Agreement. To the extent that the Purchaser is a trust, the undersigned trustee of the Purchaser is the duly authorized trustee and the Purchaser has all necessary powers and authority to acquire the Shares under the laws of the state of its domicile and under the terms of the trust agreement, as amended, under which it was created. To the extent that the Purchaser is a corporation, limited-liability company or partnership, the undersigned officer, manager or general partner of the Purchaser is the duly authorized officer, manager or general partner and the Purchaser has all necessary powers and authority to acquire the Shares under the laws of the state of its organization, the terms of the appropriate agreement, as amended, under which it was created, and the terms of the appropriate agreement, as amended, under which it is governed.

2.4 Purchase for Own Account. The Shares will be acquired for investment purposes only for such Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and he has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents and warrants that the Purchaser does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participations to such person or to any third person, with respect to any of the Shares.

Handwritten:
J. W. Lee
2007 2008
5 Oct 12

2.5 Restricted Securities. The Purchaser acknowledges and understands that the Shares are characterized as "restricted securities" under the federal securities laws inasmuch as the Shares are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act only in certain limited circumstances. In this regard, the Purchaser represents that the Purchaser is familiar with Securities and Exchange Commission Rule 144 ("Rule 144"), as presently in effect, and understand the resale limitations imposed thereby and by the Securities Act. Without in any way limiting the representations set forth above, the Purchaser: (1) agrees not to make any disposition of all or any portion of the Shares unless there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or (2) shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the proposed disposition, and, if reasonably requested by the Company, the Purchaser shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such Shares under the Securities Act. It is agreed that the Company will request opinions of counsel for transactions made pursuant to Rule 144 only if such request is reasonable.

2.6 Risk of Loss. The Purchaser represents and warrants that the Purchaser: (1) has a pre-existing business relationship with the Company or one of its representatives such that the Company or one of its representatives would be aware of the character, business acumen, and general business and financial circumstances of the Purchaser; (2) understands that the Shares involve highly speculative risks; (3) possesses such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the investment to be made by the Purchaser pursuant to this Agreement; and (4) can bear the economic risk of loss of the Purchaser's entire investment in the Company and the Shares without any material adverse effect on the Purchaser's economic stability.

2.7 Independent Legal Advice. The Purchaser represents and warrants that the Purchaser has had the opportunity to review the Evaluation Materials, this Agreement and the transactions contemplated by this Agreement with the Purchaser's own legal counsel. The Purchaser is relying solely on such counsel, if any, and not on any statements or representations of the Company of any of its agents for legal advice with respect to this investment or the transactions contemplated by this Agreement.

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2.8 Past Performance Information. The Purchaser acknowledges that the Company has no operating history and that the proposed activity of acquiring and holding undeveloped land indefinitely is very speculative, the results of which cannot be estimated with any certainty.

2.9 Projected Financial Information. The Purchaser acknowledges and understands that the Property was acquired in anticipation of future appreciation and not for development of any kind or nature. There is no assurance that the Property will maintain its current value or appreciate in future years. Any discussions with management in connection with possible future results shall not be considered or construed as investment, legal, tax or accounting advice. The Purchaser acknowledges that the Purchaser has been advised by the Company that the Purchaser should consult with the Purchaser's own counsel and other advisors with respect to the consequences of an investment in the Company.

2.10 Need for Additional Financing. The Purchaser acknowledges and understands that the Company may need or desire (in the sole discretion of the Company's Managers) to raise additional financing (either through private offerings of the Company's equity or through loans, lines of credit and other forms of indebtedness). The issuance of additional equity will have the effect of reducing the relative percentage ownership of the Purchaser and may require the grant of certain rights, preferences or privileges superior to those of the Purchaser. In the event the Company attempts to raise additional funds, the Purchaser acknowledges and understands that there is no assurance that the Company will be able to obtain the additional funds necessary on terms favorable to the Company, or at all.

3. CONSENT TO AMENDED AND RESTATED OPERATING AGREEMENT

By execution of this Agreement, the Purchaser represents, warrants and acknowledges the Purchaser's receipt of the Amended and Restated Operating Agreement, the Purchaser's ability to review the terms and conditions of the Amended and Restated Operating Agreement (either with or without the Purchaser's own legal counsel or business or tax advisor), the Purchaser's ability to ask questions of and receive answers from the Company with respect to the Amended and Restated Operating Agreement (with all such questions, if any, being answered to the full satisfaction of the Purchaser) and the Purchaser's acceptance to be bound by the terms and conditions of the Amended and Restated Operating Agreement.

[Handwritten signature]
Telco LLC
20 Oct 2008
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4. INDEMNIFICATION BY THE PURCHASER

The Purchaser agrees that the Purchaser shall indemnify and hold harmless the Company and its members, managers, officers, directors, employees, agents and professional advisors from and against any and all loss, damage, liability, or expense, including costs and reasonable attorneys' fees, that the foregoing, or any of them, may incur by reason of, or in connection with, any misrepresentation, inaccurate statement or material omission made by the Purchaser herein, any breach of any of the Purchaser's warranties, or any failure on the Purchaser's part to fulfill any of the Purchaser's covenants, agreements or obligations set forth herein.

5. GENERAL PROVISIONS

5.1 Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

5.2 Survival of Warranties. The warranties, representations and covenants of the Purchaser contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Purchaser or the Company.

5.3 Successors and Assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the signatories hereto any rights, remedies, obligations, or liabilities under or by reason of this Agreement. The Purchaser may not assign any of the Purchaser's rights or interests in and under this Agreement without the prior written consent of the Company, and any attempted assignment without such consent shall be null and void and without any force or effect whatsoever.

5.4 Governing Law; Venue. This Agreement shall be governed by and construed under the law of the State of Nevada, disregarding any principles of conflicts of law that would otherwise provide for the application of the substantive law of another jurisdiction. The Company and the Purchaser: (1) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in Nevada State Court, County of Clark, or in the United States District Court for the District of Nevada; (2) waive any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum; and

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(3) irrevocably consent to the jurisdiction of the Nevada State Court, County of Clark, and the United States District Court for the District of Nevada in any such suit, action or proceeding. Each of the foregoing persons further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the Nevada State Court, County of Clark, or in the United States District Court for the District of Nevada and agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

5.5 Counterparts. This Agreement may be executed at different times and in one or more counterparts, including by facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.7 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing, shall be sent by facsimile to the party to be notified and shall be deemed effectively given upon personal delivery to the party to be notified, or four days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified. Any notice to the Purchaser shall be sent to his facsimile number and address set forth on the signature page hereto, or at such other facsimile number or address as a party may designate by ten (10) days' advance written notice to the other party. Any notice to the Company shall, until further notice as provided hereinabove, be sent to Kenneth A. Woloson, Esq., 400 S. 4th Street, 3rd Floor, Las Vegas, Nevada 89101, facsimile number (702) 474-0281.

5.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. In addition, if any such provision, or any part thereof, is held to be unenforceable, the parties agree that the court, regulatory agency or other governmental body making such determination shall have the power to delete or add specific words or phrases, so that such provision shall then be enforceable to the fullest extent permitted by law. Neutral Interpretation. This Agreement shall be construed in accordance with its intent and without regard to any presumption or any other rule requiring construction against the party causing the same to be drafted.

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30 Oct 2016
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6.0 Entire Agreement; Amendments and Waivers. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Purchaser.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 26 day of October, 2008.

NAME AND ADDRESS OF PURCHASER:

TELD, LLC

Tax ID Number /
Social Security
Number

26-3605584

By: Aristotelis Eliades, Managing Member

By: Dolores Eliades, Managing Member

1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

Telephone ()
(Home) -

Dolores Eliades, Managing Member
20 Oct 2008
12:05 PM
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EXHIBIT "A"
AMENDED AND RESTATED OPERATING AGREEMENT

[SEE ATTACHED]

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MAY 15 2012
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**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ELDORADO HILLS, LLC
a Nevada limited liability company**

This Operating Agreement (the "Agreement") of Eldorado Hills, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of October _____, 2008 (the "Effective Date"), by The Rogich Family Irrevocable Trust (the "Rogich Trust"), Albert M. Flangas Revocable Living Trust w/a/d July 22, 2005 (the "Flangas Trust") and Teld, LLC ("Teld") (collectively, the "Members") with reference to the recitals set forth below.

RECITALS

A. Pursuant to those certain Purchase Agreements and Subscription Agreements of even date herewith, copies of which are attached hereto as Exhibits "A"- "D" and incorporated herein by this reference (collectively the "Purchase Documents"), the Flangas Trust and Teld entered into the foregoing agreements by which each would acquire a one-third (1/3rd) ownership interest in the Company. Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Documentation.

B. The Rogich Trust will retain a one-third (1/3rd) ownership interest in the Company (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).

C. As of the Effective Date, the Members desire to set forth and adopt this Amended and Restated Operating Agreement of the Company to provide for the conduct of the Company's business and affairs on and after the Effective Date.

NOW, THEREFORE, Members hereby agree to and adopt the following:

**ARTICLE I
DEFINITIONS**

1.1 Defined Terms. The capitalized terms used in this Agreement shall have the following meanings:

Act. "Act" means Chapter 86 of the NRS.

Affiliate. "Affiliate" means with respect to a specified Person, any other Person who or which is (a) directly or indirectly controlling, controlled by or under common control with the specified Person, or (b) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, "control", "controlling", and "controlled" mean the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

Handwritten notes and signatures:
Rogich Trust
Flangas Trust
Teld, LLC
30 Oct 2008
10/30/08
S.R.

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Agreement. "Agreement" means this Operating Agreement.

Articles. "Articles" means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

Capital Contribution. "Capital Contribution" means a contribution to the capital of the Company in cash, property, or otherwise.

Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

Company. "Company" means Eldorado Hills, LLC, a Nevada limited-liability company.

Covered Person. "Covered Person" means the Members, any Manager and any other Person designated by the Members as a Covered Person, or any Person who was, at the time of the act or omission in question, a Members, a Manager or a Person designated by a Members as a Covered Person.

Interest. "Interest" means the entire ownership interest of the Members in the Company at any time, including the right of the Members to any and all benefits to which the Members may be entitled as provided under the Act and this Agreement.

Manager. "Manager" means any Person designated or appointed in the Articles or thereafter elected by the Members pursuant to this Agreement to be the Company's manager, as that term is defined in NRS Section 86.071.

Members. "Members" mean the members of the Company as set forth in the first paragraph of this Agreement.

NRS. "NRS" means the Nevada Revised Statutes.

Person. "Person" means a natural person, any form of business or social organization and any other non-governmental legal entity including, but not limited to, a corporation, partnership, association, trust, unincorporated organization, estate or limited liability company.

Records Office. "Records Office" means an office of the Company in Nevada, which may but need not be a place of its business, at which it shall keep all records identified in NRS 86.241, except that none of the lists required to be maintained pursuant to NRS 86.241 need be maintained in alphabetical order, nor shall the Company be required to maintain at its Records Office copies of powers of attorney except those relating to the execution of the Articles and this Agreement.

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Regulations. "Regulations" means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code. If a word or phrase is defined in this Agreement by cross-referencing the Regulations, then to the extent the context of this Agreement and the Regulations require, the term "Members" shall be substituted in the Regulations for the term "partner", the term "Company" shall be substituted in the Regulations for the term "partnership", and other similar conforming changes shall be deemed to have been made for purposes of applying the Regulations.

UCC. "UCC" means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed as a Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Members or any Manager are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company shall be "Eldorado Hills, LLC." Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager(s) deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. The Records Office may be changed to another location within the State of Nevada as the Manager(s) may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager(s) may designate or as the business of the Company may require.

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27 Oct 2008
30 Oct 11
at J.R.

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**ARTICLE III
CAPITAL CONTRIBUTIONS**

3.1 Capital Contributions Generally. The capital of the Company shall be maintained in accordance with generally accepted accounting principles to reflect the capital contributions made to the Company by the Members. Subject only to the indemnification obligations of the Rogich Trust hereinafter referenced, each of the Members agrees to satisfy, pro rata, the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities.

3.2 Requirement of Additional Capital Contributions. The Members shall make any additional Capital Contributions to the Company at such times and in such amounts as the Managers shall unanimously determine.

**ARTICLE IV
PROFITS AND LOSSES; INDEMNIFICATION**

4.1 Profits and Losses; Indemnification. The Company's profits and losses for any period shall be allocated to the Members pro rata (that is, one-third (1/3rd), to each of the Rogich Trust, the Flangas Trust and Teld).

(a) The Rogich Trust shall indemnify and hold the Flangas Trust and Teld harmless from and against the claims of any individuals or entities claiming to be entitled to a share of profits and losses other than the Rogich Trust, the Flangas Trust and Teld, so as not to diminish the one-third (1/3rd) participation in profits and losses by each of the Flangas Trust and Teld.

(b) To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogich Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00), if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

4.2 Tax Classification. So long as the Company is an entity that has more than one Member, it is intended that the Company be treated as a "partnership" for federal and all relevant state income tax purposes, and all available elections shall be made, and take all available actions shall be taken, to cause the Company to be so treated.

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AT J.R.

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ARTICLE V DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Manager(s). Such distributions shall be on the same basis, subject to the same indemnification obligations of the Rogich Trust, as set forth in Section 4.1 above with respect to the distribution of profits and losses.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Members shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Members. The Members shall not be required to loan any funds to the Company, nor shall the Members be required to make any contribution to the Company except as provided in Section 3.2 herein, nor shall the Members be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Action by the Members. Unless otherwise required by this Agreement or by law, the Members may take action or give his, her or its consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.3 Members Approval. The Members shall have voting rights, including, without limitation, constituting a quorum and determining acts of the Members, in accordance with the percentage Interests held by the Members. Approval of a majority in interest of the Members shall constitute the approval of the Members.

In addition to any other actions requiring the approval of the Members set forth in this Agreement or required by law, the following actions shall require the approval of 90% in interest of the Members:

- (a) any amendment to the Articles or this Agreement; and
- (b) the creation of any lien, mortgage, pledge or other security interest on the assets of the Company securing indebtedness of any third party which is not for the benefit of the business carried on by the Company.

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Rogich Trust
managing member
30 Oct 2008
5 Oct 11/13
J. S. R.

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ARTICLE VI

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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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This is
managing member
23 Oct 2012
of 06/12

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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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**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:
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11/11/13

Handwritten:
J.R.

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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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Tara Lee
Managing Member
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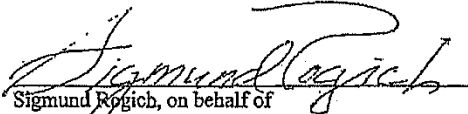
**ARTICLE XI
SUPERSEDING PROVISIONS**

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.

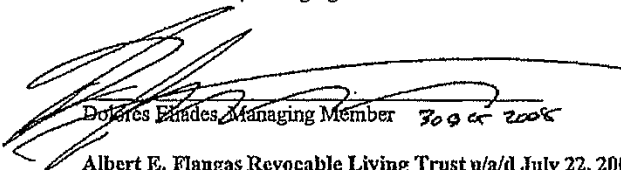
"MEMBERS"

The Rogich Family Irrevocable Trust

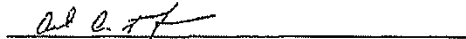

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

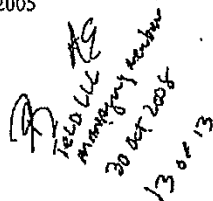
Teld, LLC


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


Teld, LLC
Managing Member
30 Oct 2008
13 Oct 13

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

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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"

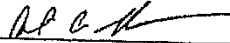
Agreement to be Bound by Amended and Restated Operating Agreement

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.

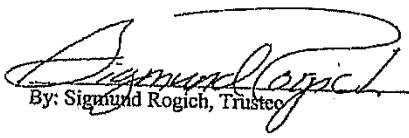
"BUYER"

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


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

"SELLER"

Rogich Family Irrevocable Trust


By: Sigurd Rogich, Trustee

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S.R.

[Signature]

[Signature]
Terry Lee
Managing Director
30 Oct 2007
26 of 27

EXHIBIT "G"

MEMBERSHIP CERTIFICATE

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

Member: Teld, LLC
Capital Account: Five Hundred Thousand Dollars (\$500,000.00)
Ownership Interest: One-Sixth (1/6th)

KNOW ALL MEN BY THESE PRESENTS: That Teld, LLC ("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.

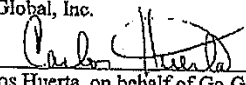
Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been 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 30th day of October, 2008.

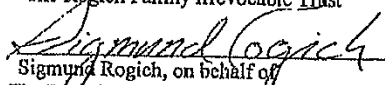
"MANAGER & MEMBER"

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

Handwritten note:
Teld LLC
Acquiring mem
30 Oct 2008
27 of 27

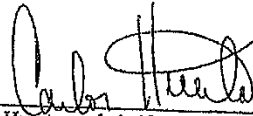
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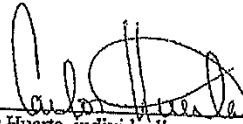
EXHIBIT "II"

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

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ELDORADO HILLS, LLC
a Nevada limited liability company**

This Operating Agreement (the "Agreement") of Eldorado Hills, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of October _____, 2008 (the "Effective Date"), by The Rogich Family Irrevocable Trust (the "Rogich Trust"), Albert H. Flangas Revocable Living Trust w/a/d July 22, 2005 (the "Flangas Trust") and Teld, LLC ("Teld") (collectively, the "Members") with reference to the recitals set forth below.

RECITALS

A. Pursuant to those certain Purchase Agreements and Subscription Agreements of even date herewith, copies of which are attached hereto as Exhibits "A"-"D" and incorporated herein by this reference (collectively the "Purchase Documents"), the Flangas Trust and Teld entered into the foregoing agreements by which each would acquire a one-third (1/3rd) ownership interest in the Company. Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Documentation.

B. The Rogich Trust will retain a one-third (1/3rd) ownership interest in the Company (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).

C. As of the Effective Date, the Members desire to set forth and adopt this Amended and Restated Operating Agreement of the Company to provide for the conduct of the Company's business and affairs on and after the Effective Date.

NOW, THEREFORE, Members hereby agree to and adopt the following:

**ARTICLE I
DEFINITIONS**

1.1 Defined Terms. The capitalized terms used in this Agreement shall have the following meanings:

Act. "Act" means Chapter 86 of the NRS.

Affiliate. "Affiliate" means with respect to a specified Person, any other Person who or which is (a) directly or indirectly controlling, controlled by or under common control with the specified Person, or (b) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, "control", "controlling", and "controlled" mean the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

Handwritten notes and signatures:
Teld LLC
Managing member
20 Oct 2008
[Signature] S.R.

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Agreement. "Agreement" means this Operating Agreement.

Articles. "Articles" means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

Capital Contribution. "Capital Contribution" means a contribution to the capital of the Company in cash, property, or otherwise.

Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

Company. "Company" means Eldorado Hills, LLC, a Nevada limited-liability company.

Covered Person. "Covered Person" means the Members, any Manager and any other Person designated by the Members as a Covered Person, or any Person who was, at the time of the act or omission in question, a 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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Nevada
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S.L.*

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Regulations. "Regulations" means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code. If a word or phrase is defined in this Agreement by cross-referencing the Regulations, then to the extent the context of this Agreement and the Regulations require, the term "Members" shall be substituted in the Regulations for the term "partner", the term "Company" shall be substituted in the Regulations for the term "partnership", and other-similar conforming changes shall be deemed to have been made for purposes of applying the Regulations.

UCC. "UCC" means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed as a Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Members or any Manager are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company shall be "Eldorado Hills, LLC." Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager(s) deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. The Records Office may be changed to another location within the State of Nevada as the Manager(s) may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager(s) may designate or as the business of the Company may require.

Handwritten notes:
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original version
of the LLC
3-04-13
Signature: S.R.

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**ARTICLE III
CAPITAL CONTRIBUTIONS**

3.1 Capital Contributions Generally. The capital of the Company shall be maintained in accordance with generally accepted accounting principles to reflect the capital contributions made to the Company by the Members. Subject only to the indemnification obligations of the Rogich Trust hereinafter referenced, each of the Members agrees to satisfy, pro rata, the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities.

3.2 Requirement of Additional Capital Contributions. The Members shall make any additional Capital Contributions to the Company at such times and in such amounts as the Managers shall unanimously determine.

**ARTICLE IV
PROFITS AND LOSSES; INDEMNIFICATION**

4.1 Profits and Losses; Indemnification. The Company's profits and losses for any period shall be allocated to the Members pro rata (that is, one-third ($1/3^{rd}$), 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 ($1/3^{rd}$) 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 Rogisch Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00) , if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

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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2006-2007
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ARTICLE V DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Manager(s). Such distributions shall be on the same basis, subject to the same indemnification obligations of the Rogich Trust, as set forth in Section 4.1 above with respect to the distribution of profits and losses.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Members shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Members. The Members shall not be required to loan any funds to the Company, nor shall the Members be required to make any contribution to the Company except as provided in Section 3.2 herein, nor shall the Members be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Action by the Members. Unless otherwise required by this Agreement or by law, the Members may take action or give his, her or its consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.3 Members Approval. The Members shall have voting rights, including, without limitation, constituting a quorum and determining acts of the Members, in accordance with the percentage interests held by the Members. Approval of a majority in interest of the Members shall constitute the approval of the Members.

In addition to any other actions requiring the approval of the Members set forth in this Agreement or required by law, the following actions shall require the approval of 90% in interest of the Members:

- (a) any amendment to the Articles or this Agreement; and
- (b) the creation of any lien, mortgage, pledge or other security interest on the assets of the Company securing indebtedness of any third party which is not for the benefit of the business carried on by the Company.

Handwritten:
Approved
20 Oct 2008
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AT S.R.

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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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20 Oct 2006
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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)(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.

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TODD L. LEE
MEMBERSHIP MANAGER
25 Oct 2007
11:04:13

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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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Member
2008 2013
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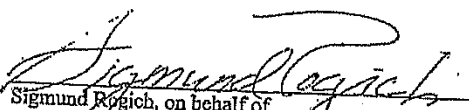
ARTICLE XI
SUPERSEDING PROVISIONS

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

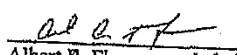

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

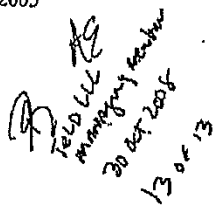
Teld, LLC


Aristotelis Eliades, Managing Member


Dolores Eliades, Managing Member 30 Oct 2008

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


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


AG
Teld LLC
Managing Member
30 Oct 2008
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EXHIBIT 12

EXHIBIT 12

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ELDORADO HILLS, LLC
a Nevada limited liability company**

This Operating Agreement (the "Agreement") of Eldorado Hills, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of October 1, 2008 (the "Effective Date"), by The Rogich Family Irrevocable Trust (the "Rogich Trust"), Albert F. Flangas Revocable Living Trust u/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.

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Teld LLC
Rogich Trust
Flangas Trust
S.R.

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Agreement. "Agreement" means this Operating Agreement.

Articles. "Articles" means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

Capital Contribution. "Capital Contribution" means a contribution to the capital of the Company in cash, property, or otherwise.

Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

Company. "Company" means Eldorado Hills, LLC, a Nevada limited-liability company.

Covered Person. "Covered Person" means the Members, any Manager and any other Person designated by the Members as a Covered Person, or any Person who was, at the time of the act or omission in question, a 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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Done
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2008/2011
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Regulations. "Regulations" means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code. If a word or phrase is defined in this Agreement by cross-referencing the Regulations, then to the extent the context of this Agreement and the Regulations require, the term "Members" shall be substituted in the Regulations for the term "partner", the term "Company" shall be substituted in the Regulations for the term "partnership", and other similar conforming changes shall be deemed to have been made for purposes of applying the Regulations.

UCC. "UCC" means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed as a Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Members or any Manager are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company shall be "Eldorado Hills, LLC." Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager(s) deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. The Records Office may be changed to another location within the State of Nevada as the Manager(s) may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager(s) may designate or as the business of the Company may require.

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Reviewed by
Manager(s)
22 Oct 2008
301 13
J.S.R.

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**ARTICLE III
CAPITAL CONTRIBUTIONS**

3.1 Capital Contributions Generally. The capital of the Company shall be maintained in accordance with generally accepted accounting principles to reflect the capital contributions made to the Company by the Members. Subject only to the indemnification obligations of the Rogich Trust hereinafter referenced, each of the Members agrees to satisfy, pro rata, the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities.

3.2 Requirement of Additional Capital Contributions. The Members shall make any additional Capital Contributions to the Company at such times and in such amounts as the Managers shall unanimously determine.

**ARTICLE IV
PROFITS AND LOSSES; INDEMNIFICATION**

4.1 Profits and Losses; Indemnification. The Company's profits and losses for any period shall be allocated to the Members pro rata (that is, one-third (1/3rd) to each of the Rogich Trust, the Flangas Trust and Teld).

(a) The Rogich Trust shall indemnify and hold the Flangas Trust and Teld harmless from and against the claims of any individuals or entities claiming to be entitled to a share of profits and losses other than the Rogich Trust, the Flangas Trust and Teld, so as not to diminish the one-third (1/3rd) participation in profits and losses by each of the Flangas Trust and Teld.

(b) To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogich Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$3,000,000.00), if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

4.2 Tax Classification. So long as the Company is an entity that has more than one Member, it is intended that the Company be treated as a "partnership" for federal and all relevant state income tax purposes, and all available elections shall be made, and take all available actions shall be taken, to cause the Company to be so treated.

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ARTICLE V DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Manager(s). Such distributions shall be on the same basis, subject to the same indemnification obligations of the Rogich Trust, as set forth in Section 4.1 above with respect to the distribution of profits and losses.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Members shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Members. The Members shall not be required to loan any funds to the Company, nor shall the Members be required to make any contribution to the Company except as provided in Section 3.2 herein, nor shall the Members be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Action by the Members. Unless otherwise required by this Agreement or by law, the Members may take action or give his, her or its consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.3 Members Approval. The Members shall have voting rights, including, without limitation, constituting a quorum and determining acts of the Members, in accordance with the percentage interests held by the Members. Approval of a majority in interest of the Members shall constitute the approval of the Members.

In addition to any other actions requiring the approval of the Members set forth in this Agreement or required by law, the following actions shall require the approval of 90% in interest of the Members:

- (a) any amendment to the Articles or this Agreement; and
- (b) the creation of any lien, mortgage, pledge or other security interest on the assets of the Company securing indebtedness of any third party which is not for the benefit of the business carried on by the Company.

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6.4 Transfer of Interest. The Interest is personal property, and such Interest may be transferred or assigned, in whole or in part, and may not be transferred except on approval of the Members. Transfers in violation of this provision shall be null and void. Notwithstanding the above, the Rogich Trust may use a portion or all of its interests to satisfy claims of those entities listed on Exhibit "D" to the Purchase Agreements.

6.5 Other Ventures. The Members may engage in other business ventures of every nature and description, whether or not in competition with the Company, independently or with others, and neither the Company nor the Members shall have any right in or to any independent venture or activity or the income or profits therefrom.

ARTICLE VII MANAGEMENT

7.1 Number, Tenure, Election and Qualification. There shall be three (3) managers, who shall be the Rogich Trust, the Flangas Trust and Told, 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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**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:
Tad W. [unclear]
11/11/19

Handwritten:
JSR

NAN_000749

JA_002838

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.

AK
Tara Lee
Managerial
20 Oct 2013
12:04:13

S.R.

NAN_000750

JA_002839

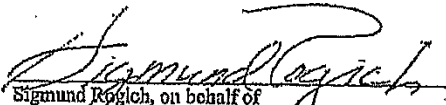
ARTICLE XI
SUPERSEDING PROVISIONS

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.

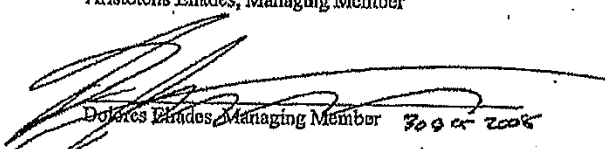
"MEMBERS"

The Rogich Family Irrevocable Trust



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

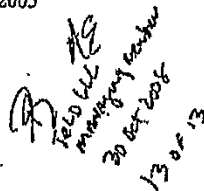
Teld, LLC


Aristotelis Eliades, Managing Member


Dolores Eliades, Managing Member 2005-2006

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
20 Oct 2006
13 Oct 13

NAN_000751

JA_002840

EXHIBIT 13

EXHIBIT 13

Name PETER ELIADES 7316
84-177/1224
01
Account No _____ Date 8-10-12
Pay to the Order of THE ROGICH 2004 EQUITABLE IRREVOCABLE TRUST \$ 682,080.00
SIX HUNDRED EIGHTY TWO THOUSAND AND EIGHTY DOLLARS ONLY Dollars ☒ Security Features on Back
BANK OF NEVADA
3700 West Sahara Ave. • 702-545-4200
Las Vegas, NV 89102
For Pete Eliaades AC
⑆122401778⑆ 110017773⑆

SR002356

JA_002842

THE REGION 2004 FAMILY IRREVOCABLE TRUST
3883 HOWARD HUGHES PARKWAY, SUITE 690
LAS VEGAS, NV 89169

Mutual of Omaha Bank
6150 S. RAYMOND BLVD. • LAS VEGAS, NV 89119

2565
94-17211224

DATE 8/15/2012

PAY TO THE ORDER OF Peter Ellades

\$ 662,080.00

Six Hundred Eighty-Two Thousand Eighty and 00/100 ***** DOLLARS

Peter Ellades

MEMO

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈002565⑈ ⑆122401723⑆ ⑆9000069351⑈

SR002357

JA_002843

EXHIBIT 14

EXHIBIT 14

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

6. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

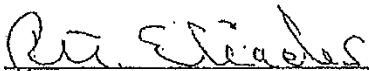
shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

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

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

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

"TELD"


By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY
IRREVOCABLE TRUST"


By: Sigmund Rogich, its Trustee

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


By: Peter Eliades, its Trustee

EXHIBIT 15

EXHIBIT 15

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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)

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.)

Reported by: Monice K. Campbell, NV CCR No. 312
Job No.: 693

CERTIFIED COPY

Case No.:

A-13-686303-C

Dept. No.: XXVII

CONSOLIDATED WITH:

Case No.:

A-16-746239-C

DEPOSITION OF:

YOAV HARLAP

TAKEN ON:

OCTOBER 11, 2017

1 Q. That is a 2008 document. Did you see it
2 in 2008?

3 A. I do not know.

4 Q. You don't know. You don't know or you
5 don't remember?

6 A. I don't remember.

7 Q. But you don't know?

8 A. I might have.

9 Q. You might have. Okay.

10 A. I might have, because I do remember
11 vividly that Carlos have explained to me, if I'm not
12 mistaken, over the phone, that my rights in the
13 Eldorado Hills are secured and that the buyer of
14 Eldorado Hills from him has taken the commitment to
15 pay me or register my rights or pay me back my
16 investment in Eldorado Hills.

17 Q. When did Carlos tell you that?

18 A. This was at the time when he explained to
19 me that he has his own issues. He had to sell and
20 that my rights remained there. But this is many
21 years ago, so it's the best of my recollection from,
22 you know, the telephone conversation that was going
23 on.

24 MR. LIONEL: Would you mark this as three,
25 Miss Reporter.

1 MR. SIMONS: Objection. That's not what
2 he said.

3 THE WITNESS: The basis for my claim are
4 established by my legal counsel based on the fact
5 that I could provide or that he could find in
6 regarding to this case. I am no lawyer. So I would
7 not know what is the basis of my rights, except the
8 fact that I know that I invested in Eldorado Hills
9 \$1.5 million. That at some point Carlos, with whom I
10 initially invested, left the company for whatever
11 reasons and made sure that my rights remained.

12 BY MR. LIONEL:

13 Q. Who made sure?

14 A. Carlos.

15 Q. What did he tell you?

16 A. I don't recall what he told me. I think
17 that this document shows, maybe there are other
18 documents that also show, my rights to the
19 \$1.5 million as a potential claimant for Eldorado
20 Hills.

21 Q. You have read the purchase agreement,
22 haven't you?

23 A. This one?

24 Q. Yes.

25 A. I have.

1 recall the exact wording of the conversation.

2 Q. Okay. Let's eat our lunch.

3 (Whereupon, a recess was had.)

4 MR. LIONEL: Let's go back on the record,
5 Miss Reporter.

6 BY MR. LIONEL:

7 Q. Mr. Harlap, you still have Exhibit 6?

8 A. I do.

9 Q. I'm going to ask you about your claims in
10 the complaint. And the first claim, paragraph 86
11 says, "Nanyah invested \$1.5 million into Eldorado."
12 Tell me about that, how you invested it.

13 A. I wired money.

14 Q. I beg your pardon?

15 A. I wired money.

16 Q. You wired money?

17 A. (Witness nodded head.) Yes.

18 Q. She won't get your head shaking.

19 A. I wired money.

20 Q. To whom?

21 A. To Eldorado.

22 Q. How much?

23 A. \$1.5 million.

24 Q. Do you have any documentation of that?

25 MR. SIMONS: Why are we asking this now?

1 and Mr. Rogich. He knew exactly how it all evolved,
2 and he knew very well that there was a potential
3 claimant, Nanyah Vegas, for a historical
4 \$1.5 million.

5 By knowing that, he was part of the
6 conspiracy. This is not in a legal way. This is in
7 a general understanding of a nonlegal person.

8 BY MR. LIONEL:

9 Q. You're telling me or you're testifying as
10 to what he knew. I'm asking you what he did in
11 furtherance of the conspiracy.

12 A. By the fact, to my understanding, again,
13 not legal, that he participated in this scam by
14 taking the ownership and depriving me of my due share
15 of the ownership. He conspired and he was fraudulent
16 towards me. This is what I think.

17 Q. You told me he took the ownership. Is
18 that what he did as part of the conspiracy?

19 A. He was given basically the ownership, to
20 my understanding. He was handed it on a silver
21 platter and in return, he got something and he gave
22 something else.

23 Q. What did he give?

24 A. To the best of my understanding -- and
25 again, this is not a legal answer -- to the best of

1 CERTIFICATE OF REPORTER

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

5 I, Monice K. Campbell, a Certified Court Reporter
6 licensed by the State of Nevada, do hereby certify:
7 That I reported the deposition of YOAV HARLAP, on
8 Wednesday, October 11, 2017, at 9:45 a.m.

9 That prior to being deposed, the witness was
10 duly sworn by me to testify to the truth. That I
11 thereafter transcribed my said stenographic notes via
12 computer-aided transcription into written form, and
13 that the typewritten transcript is a complete, true
14 and accurate transcription of my said stenographic
15 notes; that review of the transcript was requested.

16 I further certify that I am not a relative,
17 employee or independent contractor of counsel or of
18 any of the parties involved in the proceeding; nor a
19 person financially interested in the proceeding; nor
20 do I have any other relationship that may reasonably
21 cause my impartiality to be questioned.
22
23
24
25

1 IN WITNESS WHEREOF, I have set my hand in my
2 office in the County of Clark, State of Nevada, this
3 23rd day of October, 2017,

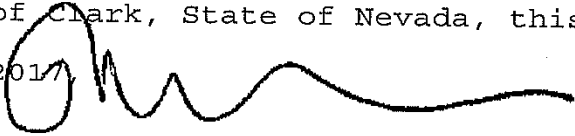
4 
5 _____
6 MONICE K. CAMPBELL, CCR NO. 312
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EXHIBIT 16

EXHIBIT 16

DECLARATION OF YOAV HARLAP

I, Yoav Harlap, have personal knowledge of the facts set forth in this Declaration and am competent to testify to the matters stated herein.

1. I am the sole member and manager of the plaintiff Nanyah Vegas, LLC.
2. It was not until sometime in December 2012, that I was advised that Rogich and the Rogich Trust had secretly agreed to transfer its interest in Eldorado to the Eliades Trust without issuing Nanyah any interest in Eldorado and without repaying Nanyah its \$1.5 million investment.
3. Based upon the receipt of this information, I believed such action was a repudiation of the defendants' obligations to Nanyah to repay its \$1.5 million investment and/or to transfer to it a membership interest in Eldorado to it.

Dated this 18th day of March, 2018

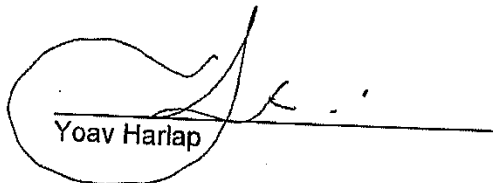

Yoav Harlap

EXHIBIT 17

EXHIBIT 17

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA

3 * * * * *

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

9 Plaintiffs,

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

11 SIG ROGICH aka SIGMUND ROGICH as
12 Trustee of The Rogich Family
Irrevocable Trust; ELDORADO
HILLS, LLC; et al.,

13 Defendants.

14
15 AND ALL RELATED MATTERS

16
17 DEPOSITION OF
18 PETER ELIADES
19 Las Vegas, Nevada

20 May 25, 2018

21 9:01 a.m.

22

23 Reported by: Heidi K. Konsten, RPR, CCR
24 Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 470876

25

1 BY MR. SIMONS:

2 Q All right. Look at paragraph F. And
3 that paragraph says, "Concurrently herewith, the
4 seller" -- who is referred to as Sig Rogich's
5 trust -- "shall acquire the ownership of Go Global
6 and certain individuals directly or indirectly
7 related to or affiliated with Go Global, after
8 which time the ownership of Go Global shall be
9 owned by seller in exchange for a nominal
10 consideration of \$100."

11 In addition, Paragraph E says that Teld
12 is also going to buy a 1/6 membership interest in
13 Eldorado Hills.

14 Do you see that?

15 A 1/6, yes.

16 Q Okay. Do you -- now, I'm going to have
17 you flip to page four of this agreement.

18 MR. KENNEDY: That's Bates number 548.

19 BY MR. SIMONS:

20 Q And under paragraph three, it identifies
21 that "At the conclusion of the transaction, Teld
22 will own one-third of Eldorado Hills, the Flangas
23 Trust will own one-third, and the Rogich Trust
24 will own one-third subject to those investors for
25 whom the Rogich Trust shall assume

1 responsibility."

2 Do you remember that?

3 A Yes.

4 Q Okay. Is that your understanding of how
5 the transaction also went down?

6 A That's the way it was.

7 How do you mean that's how it went down?

8 Q Perfect. All right.

9 Do you see up in paragraph two, it says
10 that Teld is paying \$500,000 to the Rogich Trust?

11 A I don't recall that, because I wasn't
12 either informed of that, how he was going to do
13 it. But if that's what it says, that's what it
14 was.

15 Q Under this transaction, both the Flangas
16 Trust and Teld acquired some of the Rogich Family
17 Trust's interest in Eldorado Hills in exchange for
18 a million dollars.

19 Does that refresh your recollection?

20 A No.

21 Q No. Okay.

22 Do you see under paragraph four, it says
23 "Representations of seller"?

24 A Here?

25 Q Correct.

1 Q All right. So did you understand
2 that -- if you'll flip to page seven of this
3 document, I'm going to have you look at Exhibit --
4 to Paragraph I. Can you get to it?

5 Do you see Paragraph I? It says, "This
6 agreement shall be binding on and inure to the
7 benefit of the heirs, personal representatives,
8 successors, and permitted assigns of the parties
9 hereto."

10 MR. KENNEDY: Okay. That's J.

11 MR. LIONEL: Where is that?

12 MR. SIMONS: You're correct.

13 MR. LIONEL: That's not I.

14 MR. SIMONS: You're correct. It's J. I
15 misread it.

16 THE WITNESS: Can you explain this in
17 detail? What does that mean so I can --

18 BY MR. SIMONS:

19 Q That's what I was going to ask you.

20 Apparently you don't --

21 A I don't understand it that good, so
22 maybe you can --

23 Q Fair enough.

24 Did you understand that when you
25 acquired some of the Rogich Trust interests that

1 it held in Eldorado Hills, that it was still
2 subject to the terms and conditions of this
3 original purchase agreement?

4 A Yes.

5 Q Okay. After this transaction concluded,
6 do you remember that part of the transaction is
7 that you were fronting the entire \$6 million?

8 MR. LIONEL: Objection. Calls for a
9 conclusion. No foundation.

10 MR. SIMONS: He doesn't have foundation
11 to know how much money he invested in this deal?
12 Is that the objection?

13 Just give me a second, and I'll get you
14 to the document.

15 Off the record.

16 (Discussion off the record.)

17 BY MR. SIMONS:

18 Q Can I have you look at Exhibit 23.

19 MR. KENNEDY: 23. Beginning with Bates
20 No. Eliades 3.

21 BY MR. SIMONS:

22 Q Okay. Sir, this is a promissory note
23 secured by the interest in Eldorado Hills signed
24 by Albert Flangas' Trust to Teld for \$3 million.

25 A Yes.

1 A No, he never mentioned that to me.

2 Q Have you ever heard that contention from
3 Mr. Rogich?

4 A I have not.

5 Q Okay. Do you think Teld has any
6 liability to pay Nanyah Vegas, LLC --

7 MR. LIONEL: I'm going to object to the
8 form of the question --

9 BY MR. SIMONS:

10 Q -- \$1.5 million?

11 MR. LIONEL: -- as speculation.

12 MR. KENNEDY: I'll object to the form,
13 as well.

14 MR. SIMONS: He can't speculate. I'm
15 asking his contention.

16 MR. LIEBMAN: And legal opinion.

17 THE WITNESS: Absolutely not.

18 BY MR. SIMONS:

19 Q Why not?

20 A Because when I bought it, we made a deal
21 with Mr. Rogich that I wouldn't be responsible.

22 Q Who was going to be responsible, under
23 your understanding of the deal, for the Nanyah
24 Vegas, LLC, claim?

25 A Well, he represented to me that it was

1 always Mr. Rogich that would be responsible for --
2 for that.

3 Q I'm going to have you turn to
4 Exhibit 37. Exhibit 37 is the First Amendment to
5 the Amended and Restated Operating Agreement of
6 Eldorado Hills dated June 25th, 2009.

7 Now, down below at paragraph one it says
8 that you are amending the operating agreement of
9 Eldorado Hills to identify that the ownership of
10 the company is 60 percent with Teld and 40 percent
11 with the Rogich Trust.

12 Do you see that?

13 A Yes.

14 Q And do you understand that you signed
15 off on this as the managing member of Teld? Right
16 here.

17 A Yes.

18 Q Okay. Now, June 25th, 2009, what was
19 your understanding of the ownership interest
20 claims that were in place not only -- not from
21 Nanyah Vegas, but from these other minor
22 investors?

23 MR. LIONEL: Objection. Foundation.

24 THE WITNESS: I always believed that we
25 made an agreement, and then he will take care.

1 BY MR. SIMONS:

2 Q And he would --

3 A What he said he was going to do.

4 Q That Mr. Rogich -- sorry to interrupt
5 you.

6 A Mr. Rogich.

7 Q I have to clarify. When you say "he"
8 and "they," I've got to make sure.

9 A Yes. Yes.

10 Q Okay. So as I understand it, you
11 understood that Mr. Rogich would always comply
12 with the terms of the agreement and take care of
13 these individuals or investors?

14 A 100 percent.

15 Q Can you turn to Exhibit 38. I want to
16 look at the last page of this e-mail chain, sir,
17 to give you a frame of reference.

18 This is an e-mail from John Spillatro --

19 MR. KENNEDY: We're back on Bates 2365,
20 just so we're clear.

21 BY MR. SIMONS:

22 Q -- to Melissa Olivas and Ken Woolison.

23 And was John Spillatro your attorney?

24 A He was Mr. Rogich's attorney at that
25 time.

CERTIFICATE OF COURT REPORTER

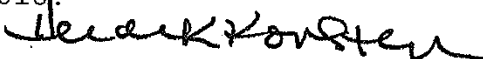
STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Heidi K. Konsten, Certified Court Reporter
licensed by the State of Nevada, do hereby certify
that I reported the deposition of PETER ELIADES,
commencing on May 25, 2018, at 9:01 a.m.

Prior to being deposed, the witness was duly
sworn by me to testify to the truth. I thereafter
transcribed my said stenographic notes via
computer-aided transcription into written form,
and that the transcript is a complete, true and
accurate transcription and that a request was made
for a review of the transcript.

I further certify that I am not a relative,
employee or independent contractor of counsel or
any party involved in the proceeding, nor a person
financially interested in the proceeding, nor do I
have any other relationship that may reasonably
cause my impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada,
this June 12, 2018.



Heidi K. Konsten, RPR, CCR No. 845

EXHIBIT 18

EXHIBIT 18

**FIRST AMENDMENT TO
AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ELDORADO HILLS, LLC
a Nevada limited liability company**

This First Amendment to Amended and Restated Operating Agreement (the "First Amendment") of Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of June 25, 2009 (the "Effective Date"), by The Rogloh Family Irrevocable Trust (the "Rogloh Trust") and Told, LLC ("Told") (collectively, the "Members") with reference to the recitals set forth below.

RECITALS

A. The Members executed an Amended and Restated Operating Agreement ("Agreement") effective the 30th day of October, 2008,

B. The Members desire to amend the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, Members hereby agree to and adopt the following:

1. The opening paragraph of Section 4.1 of the Agreement shall be amended to reflect the ownership of the Company as being 60% Told and 40% Rogloh Trust.

2. Section 5.1 shall be supplemented by the addition of the following language:

"(a) If the cumulative net taxable income of the Company from the date of this Agreement through the end of any taxable year exceeds the cumulative net tax losses of the Company for the same period (all as determined for federal income tax purposes), then the Board of Managers shall, with respect to such taxable year, use reasonable efforts to cause the Company to distribute to each Member cash in an amount equal to such Member's Tax Amount for such taxable year no later than ninety (90) days, or otherwise as soon as practicable, after the end of such taxable year. Distributions in respect of the Members' Tax Amounts shall be made to the Members pro rata in proportion to their respective Tax Amounts. "Tax Amount" means, with respect to each Member for each taxable year, an amount equal to the product of (i) the highest marginal federal individual income tax rate for such taxable year on ordinary income, as such rate may be adjusted by the Board of Managers in its discretion to take into account any preferential rate applicable on capital gains, and (ii) the net taxable income (as determined for federal income tax purposes), if any, of such Member attributable to his, her, their or its allocations from the Company for such taxable year.

(b) Except as set forth in Section 5.1 (a), the Members agree that priority distributions shall first be made in respect of Teld until all amounts advanced directly or indirectly by Teld are repaid in their entirety. The term "indirectly" shall include amounts of Teld's original capital account and amounts used to purchase the remaining portion of the Company in October of 2008, together with the approximate \$10.3 million loaned to the Company by Peter Blades individually or through his Blades Family Trust on or about June 25, 2009, or expenses or amounts otherwise directly or indirectly advanced to or for the benefit of the Company by Peter Blades individually or through his Blades Family Trust.

(c) Thereafter, the Members agree that the next priority distributions shall be made in respect of the Rogioh Trust until all amounts advanced directly or indirectly by the Rogioh Trust are repaid in their entirety. The term "indirectly" shall include amounts of the Rogioh Trust's original capital account and all expenses or amounts otherwise directly or indirectly advanced to or for the benefit of the Company by Sig Rogioh individually or through the Rogioh Trust."

3. Section 7.1 shall be amended to reflect that there shall be two (2) managers, who shall be Teld and the Rogioh Trust, provided that each of said Members may substitute another designated party to serve in lieu of said Member as a manager in place of such Member.

4. Section 8.3(c) shall be amended to state in its entirety as follows:

(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 payment of the debts and liabilities of the Company, including any loans from the Members;

(ii) to the expenses of liquidation;

(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;

(iv) to Teld those sums identified in Section 5.1 (b) above, as and to the extent not yet paid or distributed to Teld at the time that this paragraph shall take effect, and then to the Rogioh Trust those sums identified in Section 5.1 (c) above, as and to the extent not yet paid or distributed to the Rogioh Trust at the time that this paragraph shall take effect; and


(v) 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.

5. Except as modified herein, the Agreement is hereby ratified, confirmed and approved as of the date hereof.

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

"MEMBERS"

Told LLC


Peter Ellades, Managing Member

The Rogich Family Irrevocable Trust

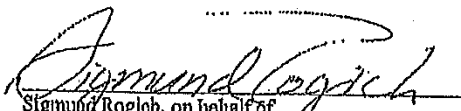

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT 19

EXHIBIT 19

2:10 PM

04/13

Journal Basis

PETER ELIADES ENTERPRISE
General Journal Transaction
August 21, 2012

Num	Adj	Name	Memo	Account	Class	Debit	Credit
113			Rogich Promi...	110222 · Bank of N...		682,080.00	
			Rogich Promi...	110511 · Eldorado ...			600,000.00
			Rogich Promi...	430130 · Loan Inter...			82,080.00
TOTAL						682,080.00	682,080.00
						682,080.00	682,080.00

EXHIBIT 20

EXHIBIT 20

ECCD

Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

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

PLAINTIFFS' NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS

Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDonald
Law Offices, PLLC, hereby makes the following witness and document disclosures pursuant to NRCP
16.1(a)(1):

I.

POTENTIAL WITNESSES

1. Carlos Huerta, co-trustee of the Alexander Christopher Trust

1 c/o Brandon B. McDonald, Esq.
2 McDONALD LAW OFFICES, PLLC
3 2505 Anthem Village Drive, Ste. E-474
4 Henderson, NV 89052
5 Telephone: (702) 385-7411

6 Mr. Huerta is expected to testify as to the facts and circumstances surrounding the claims and
7 allegations which are the subject of the instant litigation.

8 2. Carlos Huerta
9 GO GLOBAL, INC.
10 c/o Brandon B. McDonald, Esq.
11 McDONALD LAW OFFICES, PLLC
12 2505 Anthem Village Drive, Ste. E-474
13 Henderson, NV 89052
14 Telephone: (702) 385-7411

15 Mr. Huerta is expected to testify as to the facts and circumstances surrounding the claims and
16 allegations which are the subject of the instant litigation.

17 3. Person Most Knowledgeable of Nanyah Vegas, LLC
18 c/o Brandon B. McDonald, Esq.
19 McDONALD LAW OFFICES, PLLC
20 2505 Anthem Village Drive, Ste. E-474
21 Henderson, NV 89052
22 Telephone: (702) 385-7411

23 The Person Most Knowledgeable of Nanyah Vegas, LLC is expected to testify as to the facts
24 and circumstances surrounding the claims and allegations which are the subject of the instant litigation.

25 4. Sig Rogich aka Sigmund Rogich
26 c/o Samuel S. Lionel, Esq.
27 Steven C. Anderson, Esq.
28 LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101

Mr. Rogich is expected to testify as to the facts and circumstances surrounding the claims and
allegations which are the subject of the instant litigation.

5. Person Most Knowledgeable of TELD, LLC
c/o Samuel S. Lionel, Esq.
Steven C. Anderson, Esq.

1 LIONEL SAWYER & COLLINS
2 300 South Fourth Street, 17th Floor
3 Las Vegas, NV 89101

4 The Person Most Knowledgeable of TELD, LLC is expected to testify as to the facts and
5 circumstances surrounding the claims and allegations which are the subject of the instant litigation.

6 6. Albert A. Flangas
7 7385 Laredo Street
8 Las Vegas, NV 89117-2907

9 Mr. Flangas is expected to testify as to the facts and circumstances surrounding the claims and
10 allegations which are the subject of the instant litigation.

11 7. Person Most Knowledgeable of Upshot Entertainment, LLC
12 c/o Golden Hills, LLC, Manager
13 400 S. 4th Street 3rd Floor
14 Las Vegas, NV 89169

15 The Person Most Knowledgeable of Upshot Entertainment, LLC is expected to testify as to the
16 facts and circumstances surrounding the claims and allegations which are the subject of the instant
17 litigation.

18 8. Peter Eliades
19 1531 Las Vegas Blvd. So.
20 Las Vegas, NV 89104

21 Mr. Eliades is expected to testify as to the facts and circumstances surrounding the claims and
22 allegations which are the subject of the instant litigation.

23 9. Without waving any evidentiary objections, each and every witness designated by any
24 party to this action.

25 Plaintiffs reserve the right to supplement these witness designations as further investigation and
26 discovery may reveal.

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II.

DOCUMENTS

Plaintiffs produce documents identified as PLTFS001 – 29.

Without waving any evidentiary objections, each and every document designated by any party to this action.

Plaintiffs reserve the right to supplement this document disclosure as further investigation and discovery may reveal.

III.

DAMAGES

Nanyah Vegas, LLC believes that it has been damaged in an amount of at least \$1.5 million dollars, exclusive of interest, attorney's fees and costs. Go Global, Inc. believes that it has been damaged in an amount \$2,747,729.50, exclusive of interest, attorney's fees and costs.

IV.

INSURANCE AGREEMENTS

Plaintiffs are unaware of any specific insurance agreements that would compensate them for alleged damages incurred.

Dated this 3rd day of January, 2014.

McDONALD LAW OFFICES, PLLC

By: /s/Brandon B. McDonald
Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Attorney for Plaintiffs

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on this 3rd day of January, 2014, service of the foregoing **PLAINTIFFS' NRCP 16.1 DISCLOSURE OF WITNESSES AND DOCUMENTS** was made by depositing a true and correct copy of the same for regular mailing at Las Vegas, Nevada, first class postage fully prepaid, addressed to:

Samuel S. Lionel, Esq.
Steven C. Anderson, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101
Attorneys for Defendants/Counterclaimant

/s/ Eric Tucker
An employee of McDonald Law Offices, PLLC

EXHIBIT 21

EXHIBIT 21

1	DISTRICT COURT		
2	CLARK COUNTY, NEVADA		
3	CARLOS A. HUERTA, an)	
	individual; CARLOS A.)	
4	HUERTA as Trustee of THE)	
	ALEXANDER CHRISTOPHER)	
5	TRUST, a Trust established)	
	in Nevada as assignee of)	
6	interests of GO GLOBAL,)	
	INC., a Nevada corporation;)	
7	NANYAH VEGAS, LLC, A Nevada)	
	limited liability company,)	
8)	
	Plaintiffs,)	
9		)	JOB NO. 477492
	vs.	)	CASE NO. A-13-686303-C
10		)	DEPT. NO. XXVII
	SIG ROGICH aka SIGMUND)	
11	ROGICH as Trustee of The)	
	Rogich Family Irrevocable)	
12	Trust; ELDORADO HILLS, LLC,)	
	a Nevada limited liability)	
13	company; DOES I-X; and/or)	
	ROE CORPORATIONS I-X,)	
14	inclusive,)	
)	
15	Defendants.	)	DEPOSITION OF
		)	DOLORES ELIADES
16	NANYAH VEGAS, LLC, a Nevada	)	FRIDAY, JUNE 15, 2018
	limited liability company,	)	AT 11:28 A.M.
17)	
	Plaintiff,	)	3770 HOWARD HUGHES PARKWAY
18		)	SUITE 300
	vs.	)	LAS VEGAS, NEVADA
19)	
	TELD, LLC, a Nevada limited)	
20	liability company; PETER)	
	ELIADES, individually and)	
21	Trustee of The Eliades)	
	Survivor Trust of 10/30/08;)	
22	SIGMUND ROGICH,	)	CONSOLIDATED WITH:
	individually and as Trustee	)	CASE NO.: A-16-746329-C
23	of The Rogich Family)	
	Irrevocable Trust;)	
24	* * * * *)	
25	REPORTED BY: MICHELLE R. FERREYRA,		CCR No. 876

<p>1 * * * * *</p> <p>2 IMITATIONS, LLC, a Nevada)</p> <p>3 limited liability company;)</p> <p>4 DOES I-X; and/or ROE)</p> <p>5 CORPORATIONS I-X,)</p> <p>6 inclusive,)</p> <p>7)</p> <p>8 Defendants.)</p> <p>9)</p> <p>10 DEPOSITION OF DOLORES ELIADES</p> <p>11 FRIDAY, JUNE 15, 2018</p> <p>12 AT 11:28 A.M.</p> <p>13 3770 HOWARD HUGHES PARKWAY, SUITE 300</p> <p>14 LAS VEGAS, NEVADA</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876</p> <p>25 LST JOB NO. 477492</p>	<p>Page 2</p>	<p>1 DEPOSITION OF DOLORES ELIADES,</p> <p>2 taken at 3770 Howard Hughes Parkway, Suite 300,</p> <p>3 Las Vegas, Nevada, on FRIDAY, JUNE 15, 2018, at</p> <p>4 11:28 a.m., before Michelle R. Ferreyra, Certified</p> <p>5 Court Reporter, in and for the State of Nevada.</p> <p>6 APPEARANCES:</p> <p>7 For Plaintiff Nanyah Vegas, Inc.:</p> <p>8 SIMONS LAW PC</p> <p>9 BY: MARK G. SIMONS, ESQ.</p> <p>10 6490 S. McCarran Boulevard</p> <p>11 Reno, NV 89509</p> <p>12 (775) 785-0088</p> <p>13 (775) 785-0087 Fax</p> <p>14 mark@ngsimonslaw.com</p> <p>15</p> <p>16 For Sig Rogich, aka Sigmund Rogich as Trustee of the</p> <p>17 Rogich Family Irrevocable Trust, Eldorado Hills, LLC:</p> <p>18 FENEMORE CRAIG</p> <p>19 BY: SAMUEL S. LIONEL, ESQ.</p> <p>20 300 South Fourth Street</p> <p>21 #1400</p> <p>22 Las Vegas, NV 89101</p> <p>23 (702) 791-8251</p> <p>24 (702) 791-8252 Fax</p> <p>25 slionel@fclaw.com</p> <p>26</p> <p>27 For Defendants Teld, LLC and The Eliades Survivor Trust</p> <p>28 of 10/30/08:</p> <p>29</p> <p>30 BAILEY KENNEDY, LLP</p> <p>31 BY: JOSEPH A. LIEBMAN, ESQ.</p> <p>32 8984 Spanish Ridge Avenue</p> <p>33 Las Vegas, NV 89148</p> <p>34 (702) 562-8820</p> <p>35 (702) 562-8821 Fax</p> <p>36 jliebman@baileykennedy.com</p>	<p>Page 3</p>
<p>1 APPEARANCES: (CONTINUED)</p> <p>2 For Dolores Eliades:</p> <p>3 THE LAW OFFICE OF LISA RASMUSSEN</p> <p>4 BY: LISA T. RASMUSSEN, ESQ.</p> <p>5 601 South Tenth Street</p> <p>6 Suite 100</p> <p>7 Las Vegas, NV 89101</p> <p>8 (702) 471-1436</p> <p>9 (702) 489-6619 Fax</p> <p>10 Lisa@RasmussenLaw.com</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 4</p>	<p>1 I N D E X</p> <p>2 WITNESS: DOLORES ELIADES</p> <p>3 EXAMINATION PAGE</p> <p>4 Examination By Mr. Simons 6</p> <p>5</p> <p>6</p> <p>7 INDEX TO EXHIBITS</p> <p>8 EXHIBIT PAGE</p> <p>9 Exhibit 64 Document from Nevada Title 16</p> <p>10 dated October 30, 2008</p> <p>11</p> <p>12 Exhibit 65 Membership Certificate in 45</p> <p>13 Teld, LLC</p> <p>14</p> <p>15 Exhibit 66 Part of original transaction, 47</p> <p>16 documents from title company</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 5</p>

<p style="text-align: right;">Page 14</p> <p>1 I don't know if you need to know what my 2 father told us about our participation. I mean, he 3 told us -- Telly and I he was going to put the money 4 up. But that's what he always said anyway; so -- 5 Q. Well, I'm going to keep exploring your memory 6 before we jump into some of these documents, and then 7 we're going to see if they refresh your memory or not. 8 And I'm just going to tell you, I represent an entity 9 called Nanyah Vegas, LLC. And -- 10 A. I somehow remember the name, but I'm not sure 11 exactly how, but I -- because I remember it was an 12 unusual name. 13 Q. Okay. 14 A. So I have heard it before, yes. 15 Q. All right. The dispute centers on an 16 investment by my client into this project. And so -- 17 A. Well, I don't know who your client is. 18 Q. The Nanyah Vegas. 19 A. Okay. 20 Q. So I'm going to try to give you the framework 21 of why I'm going to be asking you questions; so why 22 it's important to me and why I'm asking these 23 questions. 24 You indicated that you found out that Sig 25 Rogich was going to get a million dollars out of the</p>	<p style="text-align: right;">Page 15</p> <p>1 transaction? 2 A. Correct. 3 Q. Did that raise any concern with you? Because 4 you indicated you had some discussion later with your 5 father. 6 A. Yes. 7 Q. Why did that stand out to you? 8 A. Because normally when you are buying 9 something, it was my understanding that they -- that he 10 owed money. We were -- my father basically said we 11 were helping him out. It was a bad situation for them. 12 They were behind in some payments. And the fact that 13 he was taking money, that's very unusual in a deal with 14 my father. 15 Q. Okay. 16 A. If you are in the deal, you don't usually 17 take money out of the deal. It would be very unusual 18 for my father to take money back. It was unusual. And 19 when I asked him why, he told me it was to cover the 20 monies he owed his other partners, like -- 21 Q. Okay. 22 A. I guess Sig had other partners in -- in the 23 deal, and I think that Carlos was one of them because I 24 remember some of the stuff in the meeting. I know 25 there were other people mentioned, but I don't -- never</p>
<p style="text-align: right;">Page 16</p> <p>1 met any of the other people, I believe. 2 Q. Okay. So you understood that the million 3 dollars that was getting paid to Sig Rogich was because 4 Sig Rogich owed money to his other partners, and he was 5 going to use those monies for that? 6 A. To buy them out or something, yeah. 7 Q. Okay. 8 MR. SIMONS: Next exhibit is going to be 64. 9 Is that what you guys have? I guess nobody has them. 10 Any others? It's on me. Okay. 11 (Exhibit 64 marked.) 12 BY MR. SIMONS: 13 Q. Do you remember being served with a subpoena? 14 MR. LIONEL: Can we get a copy? 15 MR. SIMONS: Yes. 16 BY MR. SIMONS: 17 Q. Do you remember being served with a subpoena 18 in this case? 19 A. If you gave it to the lawyer. I know Lisa 20 told me about I would have to come to a deposition; so 21 nobody ever handed me anything personally. 22 Q. So I'm handing you before -- this is one of 23 the documents that you produced, and it's very 24 difficult to read. But within this, this is a document 25 from Nevada Title dated October 30, 2008. And it says,</p>	<p style="text-align: right;">Page 17</p> <p>1 "Pursuant to this written instruction, the parties 2 hereby agree to direct the escrow agent to release 3 5 million to the FDIC and the additional 1 million to 4 be delivered to the Rogich Trust, pursuant to the 5 membership purchase agreements." 6 Can you read that? 7 A. Yeah. I see it -- I mean, I -- some of the 8 words I can't tell, but I would assume that that does 9 say agreement because it's after purchase. So -- 10 Q. Even though it's small, this appears to be 11 identification of your name, Dolores Eliades? 12 A. Yeah. I can see my signature. 13 Q. Okay. So that is your signature? 14 A. Yeah, that is. 15 Q. So this confirms this million dollar payment 16 that we just talked about; right? 17 A. Yeah. That's the day I found out about it. 18 Q. Okay. 19 You are identified as a managing member. Is 20 that what you understood your position was in Teld at 21 the time? 22 A. Yes. 23 Q. Okay. 24 A. I recall that. 25 Q. Now, there's an additional \$5 million that's</p>

<p style="text-align: right;">Page 22</p> <p>1 A. All right. Yes. Except in No. 4. That's</p> <p>2 the first time I see the Jacob after the Antonio</p> <p>3 Nevada.</p> <p>4 Q. Oh, that's true. Good catch.</p> <p>5 And do you see where it has Nanyah Vegas, LLC</p> <p>6 at 1.5 million?</p> <p>7 A. Yes, sir, I see that.</p> <p>8 Q. Now, do you see back up here, going back to</p> <p>9 the text, it says, "Seller," which is the Rogich Trust,</p> <p>10 "shall endeavor to convert the amounts advanced into</p> <p>11 noninterest bearing notes for which seller shall be</p> <p>12 responsible. Regardless of whether the amounts are so</p> <p>13 converted, the seller shall defend, indemnify, and hold</p> <p>14 the company and its members for any claims" -- or</p> <p>15 excuse me, "hold harmless to company and its members</p> <p>16 for any claims by the parties listed below," et cetera?</p> <p>17 A. Yes.</p> <p>18 Q. Do you remember that there was discussions</p> <p>19 with Mr. Rogich about this obligation, that he would</p> <p>20 indemnify and protect the company from these --</p> <p>21 MR. LIONEL: Objection.</p> <p>22 BY MR. SIMONS:</p> <p>23 Q. -- investors?</p> <p>24 MR. LIONEL: Foundation.</p> <p>25 \\\</p>	<p style="text-align: right;">Page 23</p> <p>1 BY MR. SIMONS:</p> <p>2 Q. You can go ahead and answer.</p> <p>3 A. Yes, I remember the discussions about that.</p> <p>4 Q. Okay. Can you tell me what you remember</p> <p>5 about those discussions?</p> <p>6 A. There were several concerns that either my</p> <p>7 father or the lawyer or one of us might have had. One</p> <p>8 of them was this, that the monies were owed to other</p> <p>9 people. And the other was the cleanup of the gun club,</p> <p>10 environmental cleanup.</p> <p>11 Q. Okay.</p> <p>12 A. And you will find somewhere in this agreement</p> <p>13 we amended that to where he would be responsible for</p> <p>14 it. Originally it was a third and a third and a third.</p> <p>15 And so I remember specifically those two things we</p> <p>16 talked about.</p> <p>17 Q. Okay. So two major components, at least from</p> <p>18 your perspective, were we had some environmental</p> <p>19 contamination with the property, and the company owed</p> <p>20 these amounts, monies to certain people?</p> <p>21 A. Correct.</p> <p>22 Q. And so those two major things were being</p> <p>23 addressed in your discussions, and in the deal</p> <p>24 documents that got put together?</p> <p>25 MR. LIEBMAN: Object as to form.</p>
<p style="text-align: right;">Page 24</p> <p>1 MR. LIONEL: Objection. Foundation.</p> <p>2 BY MR. SIMONS:</p> <p>3 Q. As you know, they get to make objections for</p> <p>4 the record, but we get to keep going.</p> <p>5 A. No. I was just waiting until you told me it</p> <p>6 was okay.</p> <p>7 MS. RASMUSSEN: She has been deposed many</p> <p>8 times.</p> <p>9 BY MR. SIMONS:</p> <p>10 Q. I would suspect so.</p> <p>11 A. Yes, sir. That's true. We did have those</p> <p>12 discussions. We also had private discussions with our</p> <p>13 attorney about that as well.</p> <p>14 Q. Okay.</p> <p>15 What did you understand was the agreement by</p> <p>16 the Rogich Trust with regards to the obligation called</p> <p>17 out here for Nanyah Vegas, LLC?</p> <p>18 A. They were --</p> <p>19 MR. LIONEL: Objection. Objection. The</p> <p>20 writing speaks for itself.</p> <p>21 BY MR. SIMONS:</p> <p>22 Q. Okay.</p> <p>23 A. That they were going to take care of the</p> <p>24 debt.</p> <p>25 Q. Okay. What do you mean by "take care of the</p>	<p style="text-align: right;">Page 25</p> <p>1 debt"?</p> <p>2 A. They were supposed to pay it.</p> <p>3 Q. Okay. They would be Sig Rogich was supposed</p> <p>4 to pay this debt?</p> <p>5 MR. LIONEL: Objection. Leading the witness.</p> <p>6 You are testifying, Counsel.</p> <p>7 THE WITNESS: Sig Rogich or his entity.</p> <p>8 BY MR. SIMONS:</p> <p>9 Q. Was that a concern -- well, the satisfaction</p> <p>10 of these obligations by the Rogich Trust a concern at</p> <p>11 the time of coming into this deal?</p> <p>12 A. I believe from the discussion we had on the</p> <p>13 day my mother went in the hospital, it was a big</p> <p>14 concern of Carlos' at that meeting. It was enough of a</p> <p>15 concern that my father, myself -- and I don't know if</p> <p>16 Telly got up and went with us -- and the attorney went</p> <p>17 out of the room and had a private discussion about it</p> <p>18 and came back in the room, and the attorney addressed</p> <p>19 some concerns to Mr. Rogich and to Carlos.</p> <p>20 Q. Okay. Can you relay what was expressed to</p> <p>21 Carlos and to Rogich?</p> <p>22 A. Well, mainly that we didn't want to have to</p> <p>23 be paying twice so that the -- you know, we wanted to</p> <p>24 be indemnified. That if we had paid that we wanted to</p> <p>25 make sure that that was covered, and there was no way</p>

<p style="text-align: right;">Page 30</p> <p>1 or Flangas Trust and Teld, so as not to diminish the 2 one-third participation of profits and losses by each 3 of the Flangas Trust and Teld?</p> <p>4 MR. LIONEL: What's your question, Counsel?</p> <p>5 BY MR. SIMONS:</p> <p>6 Q. I was reading --</p> <p>7 A. He asked if I saw that.</p> <p>8 MR. LIONEL: Well, I want a foundation. Did 9 she see it before? Who was there? When?</p> <p>10 MR. SIMONS: Okay. You can ask her that when 11 it's your turn.</p> <p>12 BY MR. SIMONS:</p> <p>13 Q. Okay. So did you have discussions with 14 regard to this provision?</p> <p>15 A. We went through the document in three to four 16 meetings of the people I told you were there with our 17 attorney. I don't remember if Mr. Rogich had an 18 attorney or not, to be honest with you, because people 19 came in and out of the room. Probably with a pretty 20 fine-tooth comb, Mr. Prente extremely -- he was an 21 accountant and a lawyer; so he's extremely careful.</p> <p>22 Q. Was there ever a time where Sig Rogich said, 23 "I'm not going to pay Nanyah Vegas, LLC the monies that 24 are owed to it"?</p> <p>25 MR. LIONEL: I'm going to object to that. No</p>	<p style="text-align: right;">Page 31</p> <p>1 foundation. You are leading the witness. You are 2 asking her to speculate.</p> <p>3 BY MR. SIMONS:</p> <p>4 Q. Go ahead.</p> <p>5 A. He had always said he was going to pay.</p> <p>6 Q. Okay.</p> <p>7 I'm going to have you turn to Exhibit 23.</p> <p>8 A. (Witness complies.)</p> <p>9 Q. This is a secured promissory note signed off 10 on by Albert Flangas for \$3 million. Now, I'm going to 11 show you where this is the promise to pay to Teld. Do 12 you see that?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. So does this -- we talked a little bit 15 earlier where you understood that Teld was advancing 16 the funds on behalf of Mr. Flangas to be involved in 17 the deal?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. Does this refresh your recollection 20 that Mr. Flangas was going to pay Teld or repay Teld 21 for that investment?</p> <p>22 A. It now does -- I was not sure that it wasn't 23 my father doing this.</p> <p>24 Q. Okay.</p> <p>25 And did you come to find out at some point in</p>
<p style="text-align: right;">Page 32</p> <p>1 time that Mr. Flangas didn't want to move forward with 2 the deal or didn't want to be subject to this 3 obligation?</p> <p>4 A. I believe it was within about 30 days.</p> <p>5 Q. Okay. Do you have any idea why?</p> <p>6 A. I -- as I told you, I always had the feeling 7 from the meetings that he was very reluctant to do 8 this. I -- I kind of thought he was doing this because 9 we were working on another deal, and I thought maybe in 10 his -- and this is just speculation on my part, but 11 maybe he thought that my father wouldn't proceed with 12 the other deal if -- that's kind of the feeling I got. 13 He just didn't seem very -- you know, how you can tell 14 somebody's really hot for a deal or they're not. He 15 seemed very blase about this deal.</p> <p>16 Q. Okay.</p> <p>17 A. And so I wasn't surprised at all that he 18 wanted out.</p> <p>19 Q. And did you have any conversations with 20 Mr. Flangas about the fact that Sig Rogich and the 21 Rogich Trust was going to ensure that Nanyah Vegas and 22 the other investors were paid as part of this 23 transaction?</p> <p>24 MR. LIONEL: Objection. Form.</p> <p>25 THE WITNESS: The discussions I had with</p>	<p style="text-align: right;">Page 33</p> <p>1 Mr. Flangas, other than the one time -- there was one 2 time that him, my father, and I talked about some of 3 the concerns, that was addressed in one of the 4 concerns. But other than that time, everything was in 5 front of the other people, and he expressed the same 6 concern my father had, just to make sure that he wasn't 7 liable a second time.</p> <p>8 BY MR. SIMONS:</p> <p>9 Q. Okay. So if I get your answer, there was no 10 separate and independent meetings. All the meetings 11 with Mr. Flangas were included within the group 12 meetings?</p> <p>13 A. With the exception of -- at one of those 14 meetings, we walked to the side and had -- a couple of 15 times we would do that. If we had something to say, we 16 would go to the side and say it and then maybe go back. 17 We did that once with Mr. Flangas on -- he was 18 concerned about this and a couple of other things.</p> <p>19 Q. Okay. So one of the things you referenced 20 being "this" is the --</p> <p>21 A. Is the monies.</p> <p>22 Q. The monies that were owed to my --</p> <p>23 A. To the other people, yes.</p> <p>24 Q. Okay. We just have to be clear for the 25 record. So that the monies were --</p>

<p style="text-align: right;">Page 50</p> <p>1 document identifies you as the managing member of Teld?</p> <p>2 A. Yes.</p> <p>3 Q. Did you understand that that was your role in</p> <p>4 October of 2008?</p> <p>5 A. Yes.</p> <p>6 Q. So when you were the managing member of Teld</p> <p>7 in 2008 -- that's a bad question.</p> <p>8 Did you understand that your</p> <p>9 responsibilities, as the managing member of Teld, LLC</p> <p>10 in October 2008, was to negotiate and execute these</p> <p>11 documents on behalf of that entity?</p> <p>12 A. Yes.</p> <p>13 Q. Do you believe, as the managing member of</p> <p>14 Teld in October of 2008, you understood the subject</p> <p>15 matter of the documents?</p> <p>16 A. Yes.</p> <p>17 Q. Was there anything confusing or misleading to</p> <p>18 you at the time that you didn't understand about the</p> <p>19 documents as you signed them as a managing member of</p> <p>20 Teld?</p> <p>21 A. Not that I recall.</p> <p>22 Q. That might have been the last one.</p> <p>23 MR. SIMONS: I have concluded my examination</p> <p>24 of you. Thank you very much. These other gentlemen</p> <p>25 may have questions for you.</p>	<p style="text-align: right;">Page 51</p> <p>1 MR. LIEBMAN: No questions for me.</p> <p>2 THE WITNESS: Thank you.</p> <p>3 MR. LIONEL: I have no questions for you.</p> <p>4 THE WITNESS: Thank you, sir.</p> <p>5 MR. LIONEL: Thanks for letting me look over</p> <p>6 your shoulder.</p> <p>7 THE WITNESS: No problem.</p> <p>8 MR. SIMONS: Witness will waive read and</p> <p>9 sign?</p> <p>10 MS. RASMUSSEN: Yes.</p> <p>11 (Thereupon, the deposition concluded at</p> <p>12 12:24 p.m.)</p>																																												
<p style="text-align: right;">Page 52</p> <p>1 CERTIFICATE OF DEPONENT</p> <table border="1"> <thead> <tr> <th>2 PAGE</th> <th>LINE</th> <th>CHANGE</th> <th>REASON</th> </tr> </thead> <tbody> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td><td></td></tr> </tbody> </table> <p>13 * * * * *</p> <p>14</p> <p>15 I, DOLORES ELIADES, deponent herein, do hereby certify</p> <p>16 and declare under the penalty of perjury the within and</p> <p>17 foregoing transcription to be my deposition in said</p> <p>18 action; that I have read, corrected and do hereby affix</p> <p>19 my signature to said deposition.</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">DOLORES ELIADES, Deponent</p>	2 PAGE	LINE	CHANGE	REASON	3				4				5				6				7				8				9				10				11				12				<p style="text-align: right;">Page 53</p> <p>1 CERTIFICATE OF REPORTER</p> <p>2 STATE OF NEVADA)</p> <p>3 COUNTY OF CLARK)</p> <p>4 I, Michelle R. Ferreyra, a Certified Court</p> <p>5 Reporter licensed by the State of Nevada, do hereby</p> <p>6 certify: That I reported the deposition of DOLORES</p> <p>7 ELIADES, commencing on FRIDAY, JUNE 15, 2018, at</p> <p>8 11:28 a.m.</p> <p>9 That prior to being deposed, the witness was</p> <p>10 duly sworn by me to testify to the truth. That I</p> <p>11 thereafter transcribed my said stenographic notes into</p> <p>12 written form, and that the typewritten transcript is a</p> <p>13 complete, true and accurate transcription of my said</p> <p>14 stenographic notes, and that a request has not been</p> <p>15 made to review the transcript.</p> <p>16 I further certify that I am not a relative,</p> <p>17 employee or independent contractor of counsel or of any</p> <p>18 of the parties involved in the proceeding, nor do I have</p> <p>19 financially interested in the proceeding, nor do I have</p> <p>20 any other relationship that may reasonably cause my</p> <p>21 impartiality to be questioned.</p> <p>22 IN WITNESS WHEREOF, I have set my hand in my</p> <p>23 office in the County of Clark, State of Nevada, this</p> <p>24 18th day of June, 2018.</p> <p>25</p> <p style="text-align: right;">Michelle R. Ferreyra</p> <p style="text-align: right;">MICHELLE R. FERREYRA, OCR No. 876</p>
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EXHIBIT 22

EXHIBIT 22

IN THE SUPREME COURT OF THE STATE OF NEVADA

NANYAH VEGAS, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellant,

vs.

SIG ROGICH A/K/A SIGMUND
ROGICH AS TRUSTEE OF THE
ROGICH FAMILY IRREVOCABLE
TRUST; AND ELDORADO HILLS, LLC,
A NEVADA LIMITED LIABILITY
COMPANY,
Respondents.

No. 66823

FILED

FEB 12 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
CHIEF DEPUTY CLERK

ORDER OF REVERSAL AND REMAND

This is an appeal from a district court final judgment in a contract action. Eighth Judicial District Court, Clark County; Nancy L. Ailf, Judge.

Appellant argues that the district court erred by granting summary judgment in favor of respondent Eldorado Hills, LLC, based on a finding that appellant's unjust enrichment claim was time-barred under the four-year statute of limitations. According to appellant, the statute of limitations did not begin to run until appellant became aware that it would not be repaid and that it owned no interest in Eldorado Hills. Having considered the parties' arguments and appendices, we conclude that the district court erred in granting summary judgment on statute-of-limitations grounds. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (holding that this court reviews summary judgments de novo and that summary judgment is only appropriate if the pleadings and

SUPREME COURT
OF
NEVADA

(C) 1947A 

16-01605

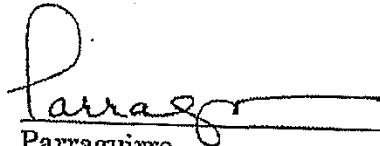
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other evidence on file, viewed in the light most favorable to the nonmoving party, demonstrate that no genuine issue of material fact remains in dispute and that the moving party is entitled to judgment as a matter of law); *Oak Grove Inv'rs v. Bell & Gossett Co.*, 99 Nev. 616, 623, 668 P.2d 1075, 1079 (1983) (placing the burden of demonstrating the absence of a genuine issue of material fact as to when a party discovered or should have discovered the facts underlying a claim on the party seeking summary judgment on statute-of-limitations grounds), *disapproved on other grounds by Calloway v. City of Reno*, 116 Nev. 250, 993 P.2d 1259 (2000).

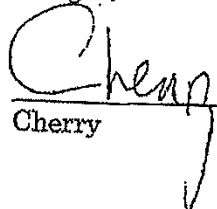
Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained \$1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists when the plaintiff confers a benefit on the defendant, the defendant appreciates such benefit, and there is acceptance and retention by the defendant of such benefit under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof"). As Eldorado Hills failed to demonstrate that no genuine issues of material fact remain regarding whether the limitations period on appellant's unjust enrichment claim commenced when Eldorado Hills received the \$1.5 million or at a later date when Eldorado Hills allegedly failed to issue a membership interest to appellant or to repay the money as a loan, the district court erred in granting summary judgment based on the expiration of the statute of limitation. *Oak Grove Inv'rs*, 99 Nev. at 623, 668 P.2d at 1079; *see* NRS 11.190(2)(c) (setting a four year

statute of limitation for "[a]n action upon a contract, obligation or liability not founded upon an instrument in writing"). Accordingly, we

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.


Parraguirre C.J.


Douglas J.


Cherry J.

cc: Hon. Nancy L. Alf, District Judge
Ara H. Shirinian, Settlement Judge
McDonald Law Offices, PLLC
Fennemore Craig Jones Vargas/Las Vegas
Eighth District Court Clerk

EXHIBIT 23

EXHIBIT 23

DISC

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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,

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability company,

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

Plaintiff,

v.

TELD, LLC, a Nevada limited liability company; PETER ELIADAS, individually and as Trustee of the The Eliades Survivor Trust of 10/30/08;

**NANYAH VEGAS, LLC'S SUPPLEMENT TO
SECOND AMENDED ANSWERS TO
DEFENDANTS' FIRST SET OF
INTERROGATORIES**

1 SIGMUND ROGICH,
2 individually and as Trustee of
3 The Rogich Family
4 Irrevocable Trust;
5 IMITATIONS, LLC, a Nevada
6 limited liability company;
7 DOES I-X; and/or ROE
8 CORPORATIONS I-X,
9 inclusive,

10 Defendants.

11
12 **NANYAH VEGAS, LLC'S SUPPLEMENT TO SECOND AMENDED ANSWERS TO**
13 **DEFENDANTS' FIRST SET OF INTERROGATORIES**

14 NANYAH VEGAS, LLC ("Nanyah"), by and through its undersigned counsel,
15 hereby Answers Defendants' First Set of Interrogatories as follows:

16 **PART 1 – BASED ON COMPLAINT**

17 **INTERROGATORY NO. 1:**

18 **Paragraph No. 73:** What are the rights and claims of Nanyah? What is the
19 basis for such rights and claims? Why was the Rogich Trust's membership interest in
20 Eldorado subject to the rights and claims of Nanyah?

21 **ANSWER TO INTERROGATORY NO. 1:**

22 Answer to Interrogatory No. 1(a): *What are the rights and claims of Nanyah?*

23 Objection. This interrogatory is vague, ambiguous, and unintelligible as drafted.
24 Without a limitation as to time, this interrogatory is burdensome, oppressive, and
25 overbroad. Nanyah further objects on the basis that this interrogatory calls for an
26 improper legal conclusion and also calls for the disclosure of the mental impressions,
27 conclusions, opinions, or legal theories of Nanyah's attorneys. Nanyah also
28 objects to this interrogatory on the grounds that it calls for information protected by the
attorney-client privilege and the attorney work product doctrine. Finally, Nanyah objects
to this interrogatory as being compound.

1 Without waiving these objections, Nanyah answers as follows:

2 Nanyah made an \$1,500,000 investment directly into Eldorado Hills. When
3 Carlos Huerta, or his company, left Eldorado Hills and sold his interest to the Rogich
4 Family Trust, the Rogich Family Trust acknowledged the fact that Nanyah had a claim
5 for \$1.5 million in Eldorado Hills, and Exhibit A of the Purchase Agreement shows that
6 Nanyah is a potential claimant. Under the Purchase Agreement, Nanyah's rights to
7 repayment remained after Carlos Huerta, or his company, left Eldorado Hills and the
8 Rogich Trust agreed that Nanyah would be repaid. Nanyah has not been repaid.
9 Nanyah has since learned that the Rogich Trust has transferred its interest in Eldorado
10 Hills to the Eliades Trust and/or to Teld in order to avoid repaying Nanyah. Nanyah's
11 claims are set forth in its complaint.
12

13
14 Discovery is still ongoing. Nanyah will supplement or amend this answer if it later
15 learns that the answer is in some material respect incomplete or incorrect.

16 **SUPPLEMENT:**

17
18 **In addition to the foregoing, discovery discloses the following undisputed**
19 **facts about the solicitation and receipt of Nanyah's \$1.5 million. Nanyah invested**
20 **\$1.5 million into Eldorado. Nanyah's \$1.5 million investment was deposited into**
21 **Eldorado's bank account. Eldorado's own bank statements and internal business**
22 **records confirm that Nanyah invested \$1.5 million into Eldorado. Eldorado's**
23 **Amended Operating Agreement confirms and admits Nanyah's \$1.5 million**
24 **investment and that Nanyah was entitled to a membership interest commensurate**
25 **with its investment and/or Eldorado was obligated to repay the \$1.5 million**
26 **investment.**
27

28 **Eldorado's original Operating Agreement ("Eldorado Operating**

1 Agreement") vested Huerta, as principal of Go Global, Inc., with Managing
2 Member responsibilities for Eldorado. The Eldorado Operating Agreement
3 expressly provided that Huerta "may bind the Company in all matters, signatures
4 of both are unnecessary." Eldorado's Managing Member Huerta testified that he
5 was vested with the authority of being the Managing Member for Eldorado during
6 the years 2006 through 2008.
7

8 Eldorado's Managing Member Huerta also testified he was responsible for
9 raising capital for Eldorado. Eldorado's Managing Member Huerta testified that
10 when he originally discussed with Rogich obtaining the \$1.5 million investment
11 from Nanyah, Rogich's response was: "God speed. Go for it. Please bring in
12 more capital."
13

14 Eldorado's Managing Member Huerta testified regarding Nanyah's investment of
15 \$1.5 million into Eldorado as follows:

16 a million and a half was sent from Mr. Harlap on behalf of his entity,
17 Nanyah Vegas, LLC, and Eldorado Hills, LLC, received that
18 \$1,500,000.

19 Eldorado's Managing Member Huerta testified Eldorado treated Nanyah's \$1.5
20 million investment as a "capital contribution" into Eldorado as follows: "It was a
21 capital contribution to Eldorado Hills, LLC." Eldorado's Managing Member
22 Huerta repeatedly testified that Nanyah invested \$1.5 million into Eldorado and
23 should have been documented as a member in that entity.
24

25 Eldorado's Managing Member Huerta testified Eldorado didn't issue a
26 membership certificate simply because he just forgot to do so since there was so
27 much other activity going on relating to Eldorado's default in payment of a \$20
28 million loan as well as Rogich's deal to buy him out of Eldorado. Eldorado's

1 Managing Member Huerta also testified not issuing a membership interest was
2 not unusual for members in Eldorado because Eldorado was run like a family
3 company and formalities were not necessarily followed because he and Rogich
4 typically relied on "handshakes" in doing business as they had for years. In fact,
5 Eldorado's Managing Member Huerta testified that the way he and Rogich didn't
6 always formally operate Eldorado's internal practices was as follows: "We dealt
7 with friends and family or people that we knew. We didn't always give a
8 certificate. We didn't always properly document everything." Id., p. 97:7-9.

9
10 In addition, Eldorado's Managing Member Huerta testified that the following
11 additional investors were also not issued membership certificates even though
12 they invested in Eldorado and were members: Craig Dunlap, Eric Reitz, Eddyline
13 Investments and The Robert Ray Family Trust. Eldorado's Managing Member
14 Huerta also testified that during the Buyout he specifically discussed Nanyah's
15 \$1.5 million investment with Rogich and Rogich affirmed, promised and
16 represented that he was going to repay Nanyah's investment after buying Go
17 Global's interest as follows:
18
19

20 Q. What was said about Nanyah Vegas specifically?

21 A. That he [Rogich] would pay them the amount that they
22 invested.

23 Q. He [Rogich] said that about Nanyah?

24 A. Yes.

25 Q. Did he know about Nanyah before October 2008?

26 A. Yes.
27
28

Eldorado's Managing Member Huerta also testified that he and Rogich

1 specifically discussed including Nanyah's \$1.5 million investment in the
2 Purchase Agreement and the Membership Interest Purchase Agreements to
3 confirm Nanyah's membership interest and to confirm Eldorado's obligation to
4 Nanyah as an investor as follows:
5

6 I talked to Mr. Rogich specifically about all the investors.
7 They're not only mentioned in Exhibit 1 [to the Purchase
8 Agreement], they're also mentioned in the documents with TELD
9 and Flangas and Eliades.

10 Eldorado's Managing Member Huerta testified repeatedly that Nanyah was
11 included in the Purchase Agreement and the Membership Interest Purchase
12 Agreements with Rogich because Nanyah "was an integral party" as follows:
13

14 We discussed this agreement several times, reviewed different
15 drafts, discussed it. Nanyah Vegas was an integral part of this
16 agreement. I wanted to make sure that all the investors showed up
17 on the agreement.

18 Pursuant to 51.035(3), Eldorado's Managing Member Huerta's statements,
19 and each of them, are conclusive and binding upon Eldorado and each of the
20 defendants, confirming and establishing that Nanyah did invest \$1.5 million into
21 Eldorado and should have received a membership interest.

22 Thereafter, October 30, 2008, Go Global, Inc. ("Go Global") and the Rogich
23 Trust entered into a Purchase Agreement whereby the Rogich Trust agreed to
24 acquire Go Global's membership interest in Eldorado (the "Purchase Agreement").
25 The Purchase Agreement's terms state that Go Global's interest in Eldorado,
26 which the Rogich Trust was acquiring, was subject to dilution based upon the
27 additional investments made by Nanyah, Ray and Eddyline into Eldorado. The
28 Rogich Trust agreed to be fully responsible as the new Managing Member in
Eldorado for repayment of Nanyah's, \$1.5 million investment in Eldorado and/or

1 agreed it would issue membership interest to Nanyah out of the Rogich Trust's
2 interest.

3 The Rogich Trust agreed that if Nanyah's investment was converted into a
4 membership interest, as a member Nanyah would not be subject to any capital
5 calls. The Rogich Trust also agreed that if Nanyah's investment was converted
6 into a membership interest in Eldorado, Nanyah's interest would be deducted
7 from and paid from the Rogich Trust's membership interest in Eldorado.
8

9 Eldorado's Managing Member Huerta specifically represented and warranted to
10 Rogich and the Rogich Trust that Nanyah had invested \$1.5 million in Eldorado,
11 and Nanyah's investment was specifically identified in the Purchase Agreement
12 at Exhibit A.
13

14 Concurrent with the purchase of Go Global's interest in Eldorado, the
15 Rogich Trust also entered into two (2) Membership Interest Purchase
16 Agreements, one with Teld and the other with the Albert Flangas Revocable
17 Living Trust u/a/d July 22, 2005 ("Flangas Trust"). The Teld Membership Interest
18 Purchase Agreement was executed by Rogich individually and as Trustee of the
19 Rogich Trust, Teld and Peter Eliades individually.
20

21 The Flangas Membership Interest Purchase Agreement was executed by
22 Rogich individually and as Trustee of the Rogich Trust, and the Flangas Trust. In
23 both Membership Interest Purchase Agreements, Rogich and the Rogich Trust
24 admit and confirm that Nanyah invested \$1.5 million into Nanyah. Specifically,
25 Exhibit D of these agreements state clearly and unequivocally the following:
26

27 Seller [Rogich and the Rogich Trust] confirms that certain amounts
28 have been advanced to or on behalf of the Company [Eldorado] by
certain third-parties [including Nanyah], as referenced in Section 8 of
the Agreement.

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...

3. Nanyah Vegas, LLC ... \$1,500,000

In addition to the clear and unequivocal language that "confirms" Nanyah's investment of \$1.5 million into Eldorado contained in Exhibit D, Section 8(c) of both Membership Interest Purchase Agreements also clearly identify Nanyah's \$1.5 million investment and state the following:

Seller [Rogich and the Rogich Trust] shall defend, indemnify and Hold Buyer harmless from any and all the claims of ... Nanyah ... each of whom invested or otherwise advanced ... funds

(i) It is the current intention of Seller [Rogich and the Rogich Trust] that such amounts be confirmed or converted to debt

Concurrently with the Rogich Trust's purchase of Huerta/Go Global's interest in Eldorado, and its resale of a portion of that interest to Teld and Flangas, all these parties entered into an Amended and Restated Operating Agreement of Eldorado Hills, LLC ("Amended Operating Agreement").

The Eldorado Amended Operating Agreement specifically incorporated Exhibit D from the Membership Interest Purchase Agreements signed by Teld and Flangas --which exhibit expressly confirms Nanyah invested \$1.5 million into Eldorado and was entitled to repayment of its investment or the issuance of its membership interest as part and parcel of the Eldorado Amended Operating Agreement.

Again, Exhibit D from the Membership Interest Purchase Agreements contained Rogich's and the Rogich Trust's express admission and confirmation that Nanyah invested \$1.5 million into Eldorado and that Nanyah would be issued

1 a membership interest and/or repaid its \$1.5 million investment. As a matter of
2 law, Eldorado and all Defendants are conclusively bound by Eldorado's Amended
3 Operating Agreement's confirmation of Nanyah's \$1.5 million investment and that
4 Nanyah was deprived of a membership interest in Eldorado. Specifically, NRS
5 47.240(2) establishes a conclusive presumption establishing all facts recited in a
6 written instrument as follows:
7

8 [There is a conclusive presumption of] [t]he truth of the fact recited,
9 from the recital in a written instrument between the parties thereto, or their
10 successors in interest by a subsequent title

11 Id.

12 Because Nanyah's \$1.5 million investment into Eldorado is recited in the
13 Purchase Agreement, the two Membership Interest Purchase Agreements and in
14 Eldorado's Amended Operating Agreement, Nanyah is entitled to a membership
15 interest and/or full repayment of its investment, as this fact is conclusively
16 established and must be treated as true and uncontestable by this Court. Harpaz
17 v. Laidlaw Transit, Inc., 942 A.2d 396, 412 (2008) ("the conclusive presumption . . .
18 attaches and the employer is barred from contesting"); Kusior v. Silver, 54
19 Cal. 2d 603, 619, 354 P.2d 657, 668 (1960) ("A conclusive presumption is in
20 actuality a substantive rule of law.").

21 Rather than honor their contractual and fiduciary obligations to Nanyah to
22 repay Nanyah its \$1.5 million investment or document its membership interest in
23 Eldorado, the defendants secretly conspired for Rogich and the Rogich Trust to
24 transfer its interest in Eldorado to the Eliades Trust allegedly in late 2012,
25 pursuant to a Membership Interest Assignment Agreement ("Secret Membership
26 Assignment"). Of critical note, pursuant to an Eldorado Resolution
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1 accompanying the Secret Membership Assignment, it identifies that Rogich Trust
2 is transferring its 40% interest in Eldorado to the Eliadas Trust subject to the
3 claims of Ray and Eddyline. Nanyah's interest was specifically and intentionally
4 excluded in an effort to deprive Nanyah of its investment in Eldorado and to
5 pretend to have a transfer to the Eliades Trust whereby the Eliades Trust would
6 claim it was unaware of Nanyah's membership interest rights in Eldorado.
7

8 Based on the terms of the original Purchase Agreement, the Membership
9 Interest Purchase Agreements and the Eldorado Amended Operating Agreement,
10 Nanyah's membership interest would come from part of the Rogich Trust's
11 membership interest rather than Eldorado issuing an additional membership
12 interest. However, because the Secret Membership Assignment sought to
13 transfer the Rogich Trust's interest to the Eliades Trust, this action reflected the
14 defendants' anticipatory repudiation of their contractual and legal obligations to
15 issue Nanyah its membership interest in Eldorado and/or to repay Nanyah its \$1.5
16 million. Kahle v. Kostiner, 85 Nev. 355, 358, 455 P.2d 42, 44 (1960) (repudiation is
17 "a definite unequivocal and absolute intent not to perform a substantial portion of
18 the contract"); Restatement (Second) of Contracts § 250 (Am. Law. Inst. 1981) ("A
19 repudiation is . . . a statement by the obligor to the obligee indicating that the
20 obligor will commit a breach")
21

22 Based upon the terms of the original Purchase Agreement, Rogich Trust
23 agreed that any assignees of its purchase of Huerta/Go Global's membership
24 interest (which membership interest was subject dilution for Nanyah's interest)
25 would remain subject to and be bound by the terms of the Purchase Agreement
26 and the obligations to repay Nanyah or transfer to Nanyah a portion of that
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1 membership interest. ¶7(j) ("Binding Effect. This Agreement shall be binding on.
2 ... successors and permitted assigns of the parties hereto.").

3 When the Eliades Trust acquired the Rogich Trust's membership interest in
4 Eldorado, the Eliades Trust took such membership interest subject to and liable
5 for repayment of Nanyah's \$1.5 million investment or transfer of a membership
6 interest to it.

7
8 The Court must also accept as a stipulated fact that the defendants never
9 informed Nanyah of the Secret Membership Assignment or the defendants' secret
10 transfer of the Rogich Trust's membership interest in Eldorado to the Eliades
11 Trust. This is because Nanyah's Complaint in the consolidated action A-16-
12 746239-C asserts the following facts:

13
14 82. Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the
15 Eliades Trust never informed Nanyah of the Eliades Trust
16 Acquisition and/or the Eldorado Resolution.

17 Defendants admit that they never informed Nanyah of the Secret Membership
18 Agreement or that the Rogich Trust allegedly transferred its interest in Eldorado
19 to Teld. Defendants' First Amended Answer, ¶82. Thus, the defendants are
20 conclusively barred from attempting to alter, contest or change this stipulated
21 fact.¹ Sien v. Sien, 889 P.2d 1268, 1272 (Okla. Ct. App. 1994) ("the court had no
22 duty to look beyond ... stipulations as they ... are binding and conclusive on
23 the parties.").

24 It is also undisputed that Nanyah did not discover defendants' Secret
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27 ¹ See e.g., Nevada Pattern Jury Instruction 2.06 ("If counsel for the parties have
28 stipulated to any fact, you will regard that fact as being conclusively proved.").

1 Membership Assignment until December, 2012. Nanyah's Complaint specifically
2 asserts the following fact:

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

7 ¶83. The Defendants have stipulated and admit that they have no knowledge
8 when Nanyah first learned about the Secret Membership Assignment.
9 Specifically, in response to Nanyah stating that it did not discover defendants'
10 secret plan to breach the obligations to repay Nanyah and/or provide it with its
11 membership interest as follows:

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

14 ¶83. Again, defendants are barred from attempting to alter, contest or change
15 this stipulated fact. Sien v. Sien, 889 P.2d 1268, 1272 (Okla. Ct. App. 1994) ("the
16 court had no duty to look beyond . . . stipulations as they . . . are binding and
17 conclusive on the parties.").

18 Up until December 2012, Nanyah had always been informed by Eldorado
19 that its investment would be documented by a membership interest. It was not
20 until sometime in December 2012, that Nanyah was advised that Rogich and the
21 Rogich Trust had secretly agreed to transfer its interest in Eldorado to the Eliades
22 Trust without issuing Nanyah any interest in Eldorado and without repaying
23 Nanyah its \$1.5 million. Based upon the receipt of this information, Nanyah
24 believed such action was a repudiation of the defendants' obligations to it to
25 repay its \$1.5 million investment and/or to transfer to it a membership interest in
26 Eldorado.
27
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1 In addition, all defendants, who were managers and members in Eldorado,
2 agreed to repay Nanyah its money or to confirm its membership interest. In this
3 situation, Nanyah reposed not only a special element of reliance on defendants to
4 honor Nanyah's Investment into Eldorado and to advise it about all material
5 aspects of its investment. In such a situation, a special relationship was
6 established. Abu Dhabi Commercial Bank v. Morgan Stanley & Co. Inc., 910 F.
7 Supp. 2d 543, 547 (S.D.N.Y. 2012) (relationship of investor created special
8 relationship to disclose information); Boyer v. Salomon Smith Barney, 188 P.3d
9 233, 238 (Or. 2008) (duty to provide information to investor establishes the
10 "special relationship"). The existence of a special relationship is a question of
11 fact. Mackintosh v. California Federal Sav. & Loan Assoc., 113 Nev. 393, 935 P.2d
12 1154, 1159 (1997) ("[T]he existence of the special relationship is a factual
13 question . . .").

14 In addition, because Nanyah had a claim to a membership interest in
15 Nanyah, there also existed a fiduciary duty. A.C. Shaw Construction v. Washoe
16 County, 105 Nev. 913, 915, 784 P.2d 9, 10 (1989). In breach of their fiduciary
17 duties, the defendants intentionally and willfully concealed critical facts from
18 Nanyah—that the Rogich Trust allegedly transferred its membership in Nanyah to
19 the other defendants for the purpose of avoiding the obligations to Nanyah. That
20 activity is a clear breach of defendants' fiduciary duties owed to Nanyah. Powers
21 v. United Servs. Auto. Ass'n, 114 Nev. 690, 701, 962 P.2d 596, 603 (1998)
22 ("concealing facts to gain an advantage" . . . is a breach of this kind of fiduciary
23 responsibility), opinion modified on denial of reh'g, 115 Nev. 38, 979 P.2d 1286
24 (1999)).

1 In addition, Nanyah can also be deemed a partner/joint venture with the
2 defendants since Nanyah was never formally made a member. Nanyah's status
3 as a partner is clearly a question of fact since Nanyah has to have some legal
4 relationship as a result of these defendants receiving and acknowledging
5 Nanyah's \$1.5 million investment. Dieleman v. Sendlein, 99 Nev. 768, 770, 670
6 P.2d 578, 579 (1983) (existence of partnership "is a question of fact.").

8 It is also clear Nevada law that partners and joint venturers owe each other
9 a fiduciary duty of full disclosure. Clark v. Lubritz, 113 Nev. 1089, 1096, 944 P.2d
10 861, 865 (1997) ("[partner] owed [other partner] a fiduciary duty of full disclosure
11 of material facts relating to the partnership affairs."). The Nevada Supreme Court
12 has previously held that a statute of limitations is tolled when a fiduciary fails to
13 disclose critical information to the other party. Specifically, in Golden Nugget,
14 Inc. v. Ham, 95 Nev. 45, 48-49, 589 P.2d 173, 175 (1979) the Court stated: "We
15 have held that when a party who is relied upon in a fiduciary capacity fails to
16 fulfill his obligations thereunder, and does not tell the other party of his failure,
17 his omission constitutes constructive fraud, tolling the statute of limitations until
18 the facts constituting the fraud are discovered, or should have been discovered,
19 by the injured party."

22 Again, given the admitted relationship established by Nanyah's \$1.5 million
23 investment, and the defendants' repeated admission and acknowledgment of that
24 investment, whether Nanyah was a partner and/or joint venturer with the
25 defendants appears to be a question of fact.

27 In Nevada as with all other states, a limited liability company is a creature
28 of statute. Weddell v. H2O, Inc., 271 P.3d 743, 749 (Nev. 2012). NRS 86.286(7)

1 provides that a limited liability operating agreement can agree to have the
2 members not be liable for breach of fiduciary duties owing to each other. Id. ("An
3 operating agreement may provide for the limitation or elimination of any and all
4 liabilities for breach of contract and breach of duties, if any, of a member,
5 manager or other person to a limited-liability company, to any of the members or
6 managers, or to another person that is a party to or is otherwise bound by the
7 operating agreement.").

8
9 Nevada statutory and case law, however, has not yet expressly defined the
10 nature of the duties among members and managers. However, as demonstrated
11 in NRS 86.286(7) the law is not silent because the statute expressly allows
12 members and managers of a limited liability company to expressly negate liability
13 for their breach of fiduciary duties. In this regard, in 2009 the Nevada Legislature
14 specifically amended the limited liability company statute to allow members of a
15 limited liability company to disclaim fiduciary duties among themselves, so long
16 as that disclaimer does not excuse "a bad faith violation of the implied
17 contractual covenant of good faith and fair dealing." NRS 86.286(7) (enacted in
18 2009 by S.B. 350, 75th Leg. Sess., Ch. 361, § 35).

19
20 The language of the statute and its history demonstrates that the default
21 state of affairs is that managers and members owe fiduciary duties to the other
22 members of the limited liability company. See also Auriga Capital Corp. v. Gatz
23 Props., 40 A.3d 839, 850–52 (Del. Ch. 2012) (using similar reasoning in holding
24 that managers owe fiduciary duties to members in a limited liability company).

25
26 Consistent with NRS 86.286's express recognition of fiduciary duties
27 between managers and members in limited liability companies, other states also
28

1 recognize that “[g]enerally speaking, members in member-managed LLCs and
2 managers in manager-managed LLCs have fiduciary obligations.” J. William
3 Callison and Maureen A. Sullivan, *Limited Liability Companies: A State-by-State*
4 *Guide To Law And Practice* § 8:7 (2012). *See also* Rev. Unif. Ltd. Liab. Co. Act §
5 409(a), (g) (2006), in 6B U.L.A. 488 (2008) (providing that members and managers
6 of an LLC owe fiduciary duties to the company and to the other members); Sofia
7 Design& Dev. at S. Brunswick, LLC v. D’Amore (In re D’Amore), 472 B.R. 679, 689
8 (Bankr. D.N.J. 2012) (finding, under New Jersey law, that “absent a contrary
9 provision in an LLCs operating agreement, managing members of an LLC owe the
10 traditional fiduciary duties of loyalty and care to non-managing members of that
11 LLC.”); Salm v. Feldstein, 20 A.D.3d 469, 469–70, 799 N.Y.S.2d 104, 104 (N.Y. App.
12 Div. 2005) (finding a fiduciary duty to make full disclosures of outside offers for
13 assets under New York law).

14
15
16 Finally, in Delaware, a leading source of doctrine on the nature of intra-
17 entity relationships, managers and members of a limited liability company owe
18 fiduciary duties to other members unless such duties are explicitly and
19 adequately disclaimed. As explained by the Delaware Chancery Court:

20
21 It seems obvious that, under traditional principles of equity, a
22 manager of an LLC would qualify as a fiduciary of that LLC and its
23 members. . . . Equity distinguishes fiduciary relationships from
24 straightforward commercial arrangements where there is no expectation
25 that one party will act in the interests of the other.

26 The manager of an LLC—which is in plain words a limited liability
27 “company” having many of the features of a corporation—easily fits the
28 definition of a fiduciary. The manager of an LLC has more than an
arms-length, contractual relationship with the members of the LLC. Rather,
the manager is vested with discretionary power to manage the business of
the
LLC.

1 Thus, because the LLC Act provides for principles of equity to apply,
2 because LLC managers are clearly fiduciaries, and because fiduciaries owe
3 the fiduciary duties of loyalty and care, the LLC Act starts with the default
4 that managers of LLCs owe enforceable fiduciary duties.

5 Auriga Capital, 40 A.3d at 850–51 (citations omitted).²

6 In light of the foregoing, and the Nevada Legislature’s decision in 2009 to
7 expressly allow for exclusion of liability for breach of fiduciary duties, it is clear
8 that Nevada law does allow and does impose fiduciary duties between members
9 in limited liability companies. Stated another way, it would be pointless to have
10 the ability to exclude fiduciary duties if no such duties existed in a limited liability
11 company.

12 Under the original Eldorado Operating Agreement Rogich was called out as
13 a member of Eldorado and the Rogich Trust was a manager. Exh. A. Under the
14 Amended Operating Agreement, the subsequent members were the Rogich Trust,
15 Teld and the Flangas Trust. In addition, the Rogich Trust and Teld were both
16 managers. Thereafter, on June 25, 2009, under the First Amendment to the
17 Amended Operating Agreement, Rogich Trust and Teld continued to be the
18 members and managers. Accordingly, at all relevant times, the defendants have
19 been co-members and/or managers of Nanyah, with each having fiduciary duties
20 to Nanyah. Thus, as a matter of law, the defendants owed fiduciary duties to
21 Nanyah.

22 The legal claims are detailed in the Complaint and the application of the law
23

24
25
26 ² The Nevada Supreme Court often looks to Delaware law on corporate law matters
27 when there is no case law on point. See Am. Ethanol, Inc. v. Cordillera Fund, L.P., 252
28 P.3d 663, 667 (Nev. 2011) (looking to Delaware corporate law on the scope of “fair
 value” in corporate buyouts); Shoen v. SAC Holding Corp., 122 Nev. 621, 633–34, 137
 P.3d 1171, 1179-80 (2006) (applying Delaware law’s particularity requirements for
 pleading demand futility).

1 and the facts are detailed in Nanyah's Opposition to Motion for Summary
2 Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP
3 56(f) Relief ("Opposition").
4

5 Answer to Interrogatory No. 1(b): What is the basis for such rights and claims?

6 Objection. This interrogatory is vague, ambiguous, and unintelligible as drafted.
7 Without a limitation as to time, this interrogatory is burdensome, oppressive, and
8 overbroad. Nanyah further objects on the basis that this interrogatory calls for an
9 improper legal conclusion and also calls for the disclosure of the mental impressions,
10 conclusions, opinions, or legal theories of Nanyah's attorneys. Nanyah also
11 objects to this interrogatory on the grounds that it calls for information protected by the
12 attorney-client privilege and the attorney work product doctrine. Finally, Nanyah objects
13 to this interrogatory as being compound.
14

15 Without waiving these objections, Nanyah answers as follows:

16 Nanyah made an \$1,500,000 investment directly into Eldorado Hills. When
17 Carlos Huerta, or his company, left Eldorado Hills and sold his interest to the Rogich
18 Family Trust, the Rogich Family Trust acknowledged the fact that Nanyah had a claim
19 for \$1.5 million in Eldorado Hills, and Exhibit A of the Purchase Agreement shows that
20 Nanyah is a potential claimant. There are also other documents that show Nanyah as a
21 potential claimant. Under the Purchase Agreement, Nanyah's rights to repayment
22 remained after Carlos Huerta, or his company, left Eldorado Hills and the Rogich Trust
23 agreed that Nanyah would be repaid. Nanyah has not been repaid. Nanyah has since
24 learned that the Rogich Trust has transferred its interest in Eldorado Hills to the Eliades
25 Trust and/or to Teld in order to avoid repaying Nanyah.
26
27

28 Discovery is still ongoing. Nanyah will supplement or amend this answer if it later

1 learns that the answer is in some material respect incomplete or incorrect.

2 **SUPPLEMENT:** To the extent any prior response was inadequate in any
3 respect, please see supplemental response to Interrogatory 1(a).
4

5 In addition, and without limiting the response to Interrogatory 1(a) in any
6 respect, the following undisputed facts are detailed: Eldorado's Managing
7 Member admitted soliciting and obtaining Nanyah's \$1.5 million investment and
8 Nanyah was legally, contractually and equitably required to provide Nanyah with
9 a formal membership interest documenting its membership interest with such
10 interest commensurate to its investment at the time such investment was made.
11 Eldorado's Managing Member admitted that Nanyah was an undocumented
12 member of Eldorado and that it was an error in not documenting Nanyah's
13 membership interest in Eldorado. Eldorado's Managing Member admitted
14 discussing Nanyah's investment in Eldordao with Rogich prior to the Rogich
15 Trust's acquisition of the Go Global interest. Eldorado is bound by the
16 statements, representations and admissions of its Managing Member and by the
17 terms and conditions of its own operating agreements. Subsequently, the
18 defendants entered into a series of contractual relationships with each relevant
19 contract affirming the existence of Nanyah's investment and right to a
20 membership interest. In addition, the defendants contractually agreed to honor
21 Eldorado's membership interest and its obligations to Nanyah and/or to repay
22 Nanyah the value of its investment. The Rogich Trust expressly assumed this
23 obligation and expressly agreed that its interest in Eldorado was subject to and
24 encumbered its interest in Eldorado. It is believed that Rogich, the Rogich Trust,
25 Peter Eliades, the Eliades Trust and Teld all were fully informed of Nanyah's
26
27
28

1 interest and lien on the Rogich Trust's membership interest and that such lien
2 had a priority over any other interests claimed by these defendants. Eldorado
3 and the Defendants have refused to comply with their legal, contractual and
4 equitable duties owed to Nanyah necessitating this litigation.
5

6 Answer to Interrogatory No. 1(c): Why was the Rogich Trust's membership
7 interest in Eldorado subject to the rights and claims of Nanyah?

8 Objection. This interrogatory is vague, ambiguous, and unintelligible as drafted.
9 Without a limitation as to time, this interrogatory is burdensome, oppressive, and
10 overbroad. Nanyah further objects on the basis that this interrogatory calls for an
11 improper legal conclusion and may call for a premature disclosure of experts. Nanyah
12 also objects to this interrogatory on the grounds that it calls for information protected by
13 the attorney-client privilege and the attorney work product doctrine. Finally, Nanyah
14 objects to this interrogatory as being compound.
15

16 Without waiving these objections, Nanyah answers as follows:
17

18 When Carlos Huerta, or his company, left Eldorado Hills, the Rogich Trust took
19 upon itself the commitment to repay Nanyah under the Purchase Agreement. The
20 Rogich Trust acknowledged the fact that Nanyah had a claim for \$1.5 million in
21 Eldorado Hills and there is an Exhibit A to the Purchase Agreement that shows clearly
22 that Nanyah is a potential claimant for \$1.5 million. Nanyah has not been repaid.
23

24 Discovery is still ongoing. Nanyah will supplement or amend this answer if it later
25 learns that the answer is in some material respect incomplete or incorrect.

26 **SUPPLEMENT.**

27 See Answer to Interrogatory No. 1(a) and 1(b) above. In addition, all subsequent
28 purchasers of the Rogich Trust's membership interest took subject to Nanyah's

1 membership rights encumbering the Rogich Trust's membership interest.
2 Agreement, ¶7(j) ("Binding Effect. This Agreement shall be binding on. . . .
3 successors and permitted assigns of the parties hereto."). Further, the Amended
4 and Restated Operating Agreement of Eldorado Hills, LLC ("Amended Operating
5 Agreement") specifically incorporated Exhibit D from the Membership Interest
6 Purchase Agreements signed by Teld and Flangas --which exhibit expressly
7 confirms Nanyah invested \$1.5 million into Eldorado and was entitled to
8 repayment of its investment or the issuance of its membership interest as part
9 and parcel of the Eldorado Amended Operating Agreement. P. 1, Recital A.
10 Again, Exhibit D from the Membership Interest Purchase Agreements contained
11 Rogich's and the Rogich Trust's express admission and confirmation that
12 Nanyah invested \$1.5 million into Eldorado and that Nanyah would be issued a
13 membership interest and/or repaid its \$1.5 million investment.
14

15 **INTERROGATORY NO. 2:**
16

17 Paragraph No. 80: Who informed Nanyah, when was it informed and what was
18 the information? (See Definition 5)
19

20 **ANSWER TO INTERROGATORY NO. 2:**

21 Answer to Interrogatory No. 2(a): Who informed Nanyah?

22 Objection. This interrogatory is vague, ambiguous, and unintelligible as drafted.
23 Without a limitation as to time, this interrogatory is burdensome, oppressive, and
24 overbroad. Nanyah further objects on the basis that this interrogatory calls for an
25 improper legal conclusion and also calls for the disclosure of the mental impressions,
26 conclusions, opinions, or legal theories of Nanyah's attorneys. Nanyah also
27 objects to this interrogatory on the grounds that it calls for information protected by the
28

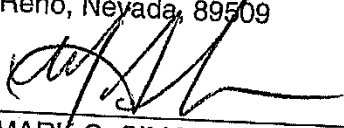
1 or one of his entities since inception.

2
3 Discovery is still ongoing. Nanyah will supplement or amend this answer if it later
4 learns that the answer is in some material respect incomplete or incorrect.

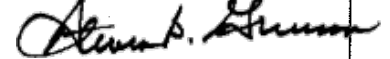
5 **SUPPLEMENT. See Answers 1(a), (b), (c), 3, 4, 6, 7, 8, 10.**

6 DATED this 9th day of April, 2018.

7
8 SIMONS LAW, PC
6490 S. McCarran Blvd., #20
9 Reno, Nevada, 89509

10 
11 _____
12 MARK G. SIMONS
13 Attorney for Nanyah Vegas, LLC
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Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

**OPPOSITION TO ELDORADO HILL'S
MOTION FOR SUMMARY JUDGMENT
AND
COUNTERMOTION FOR SUMMARY
JUDGMENT**

1 **OPPOSITION TO ELDORADO HILL'S MOTION FOR SUMMARY JUDGMENT**
2 **AND**
3 **COUNTERMOTION FOR SUMMARY JUDGMENT**

4 Nanyah Vegas, LLC ("Nanyah") by and through its undersigned counsel Mark G.
5 Simons of SIMONS LAW, PC, submits the following opposition to the Motion for
6 Summary Judgment filed by defendant Eldorado Hills, LLC ("Eldorado Hills").

7 Concurrently, Nanyah files its countermotion for summary judgment seeking
8 summary judgment that:

- 9 (1) Nanyah invested \$1.5 million into Eldorado Hills;
- 10 (2) Nanyah has a direct implied in fact contract with Eldorado Hills for
11 repayment of its investment and/or issuance of a membership interest
12 (which obligation has been breached by Eldorado Hills); or
- 13 (3) Alternatively, summary judgment should be granted on Nanyah's unjust
14 enrichment claim in the amount of \$1.5 million.

15 Subsequent to the Court's denial of Nanyah's prior motion for summary judgment, the
16 following depositions have occurred: Rogich, Rogich's chief financial officer Melissa
17 Olivas ("Olivas"), Peter Eliades and Dolores Eliades. Dolores Eliades was the
18 managing member of TELD during the relevant periods of time discussed herein. The
19 foregoing depositions, in conjunction with Eldorado's business records, conclusively
20 demonstrate that Nanyah invested \$1.5 million into Eldorado Hills and that Nanyah was
21 entitled to repayment of its investment and/or the transfer of a membership interest
22 equivalent to the value of such investment.

23 When the evidence is undisputed, a trial on the issue is unwarranted and a party
24 is entitled to summary judgment as a matter of right. Nw. Motorcycle Ass'n v. U.S.
25 Dep't of Agric., 18 F.3d 1468, 1471 (9th Cir. 1994) ("The purpose of summary judgment
26 is to avoid unnecessary trials when there is no dispute as to the facts before the
27 court."). In the present case, there are no facts in dispute that prevent the entry of
28

1 summary judgment in Nanyah's favor.

2 **I. BASIS OF NANYAH'S CLAIMS.**

3 Nanyah invested \$1.5 million in Eldorado. All the defendants agreed Nanyah
4 was entitled to repayment of its \$1.5 million investment or that Nanyah would be issued
5 a membership interest reflecting its investment. The defendants all acknowledged and
6 admit in testimony, in Court documents and in all the various contracts the existence
7 of Nanyah's \$1.5 million investment into Eldorado and that Nanyah was owed the
8 repayment of the \$1.5 million or the issuance of a membership certificate.
9

10 Eldorado's motion asserts the following argument. First, that Eldorado was an
11 "innocent temporary recipient" of Nanyah's \$1.5 million so it doesn't have to pay
12 Nanyah its money back. Second, Eldorado argues that if it found liable, it should only
13 be liable for \$80,000 which is the amount of Nanyah's money it retained after paying off
14 a debt Eldorado owed to Go Global.
15

16 Both arguments are without merit. Eldorado received Nanyah's money, used
17 Nanyah's money, agreed to repay Nanyah its money and is liable to Nanyah for its
18 money. Accordingly, summary judgment in Eldorado's favor must be denied and
19 summary judgment in favor of Nanyah must be granted.
20

21 **II. UNDISPUTED FACTS MANDATING SUMMARY JUDGMENT IN NANYAH'S**
22 **FAVOR AND DENIAL OF ELDORADO'S MOTION.**

23 When the evidence is undisputed, a trial on the issue is unwarranted and a party
24 is entitled to summary judgment as a matter of right. Nw. Motorcycle Ass'n v. U.S.
25 Dep't of Agric., 18 F.3d 1468, 1471 (9th Cir. 1994) ("The purpose of summary judgment
26 is to avoid unnecessary trials when there is no dispute as to the facts before the
27 court."). In the present case, there are no facts in dispute that prevent the entry of
28 summary judgment in Nanyah's favor.

1 **A. NANYAH INVESTED \$1.5 MILLION INTO ELDORADO.**

2 1. Carlos Huerta ("Huerta") was the Managing Member of Eldorado during
3 the time period 2005 through October 31, 2008.¹ See **Exhibit 1**, Eldorado Hill's Motion
4 for Partial Summary Judgment, p. 2, ¶8 ("Huerta was a manager of Eldorado from 2005
5 through October 31, 2008."). **This admission is binding upon this Court as a**
6 **judicial admission.** See St. Paul Mercury Ins. Co. v. Frontier Pacific Ins. Co., 111
7 Cal.App.4th 1234, 1248, 4 Cal.Rptr.3d 416, 428-429 (Cal. Ct. App. 2003), ("In summary
8 judgment or summary adjudication proceedings, '[a]dmissions of material facts made in
9 an opposing party's pleadings are binding on that party as 'judicial admissions.' **They**
10 **are conclusive concessions of the truth of those matters, are effectively removed**
11 **as issues from the litigation, and may not be contradicted by the party whose**
12 **pleadings are used against him or her.'**" (emphasis added)).²

13 2. Eldorado's original Operating Agreement ("Eldorado Operating
14 Agreement") vested Huerta, as principal of Go Global, Inc., with Managing Member
15 responsibilities for Eldorado. **Exhibit 2**, Eldorado Operating Agreement, ¶5.3(a) and
16 Exh. A.

17 3. The Eldorado Operating Agreement expressly provided that Huerta "**may**
18 **bind the Company in all matters. . . .**" Exh. 2, Exh. A (emphasis added).

19 4. Eldorado's Managing Member Huerta also testified that he was vested

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¹ All exhibits referenced herein are attached as true and correct copies to Nanyah's
Opposition to the Eliades Defendants' Motion for Summary Judgment and
Counter-motion for Summary Judgment concurrently filed herewith.

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² Reyburn Lawn & Landscape Designers, Inc. v. Plaster Development Co., Inc., 255
P.3d 268, 276-277 (Nev. 2011) ("Judicial admissions are defined as deliberate, clear,
unequivocal statements by a party about a concrete fact within that party's
knowledge."); 32 C.J.S. Evidence § 628 (May 2010) ("Admissions in a pleading have
the effect of withdrawing a fact from issue and eliminating the necessity of proof relating
to the fact so admitted . . .").

1 with the authority of being the Managing Member for Eldorado during the years 2006
2 through 2008. **Exhibit 4**, Huerta Deposition excerpts, p. 7:20-8:2.

3 5. Eldorado's Managing Member Huerta also testified he was responsible for
4 soliciting investors for Eldorado. Exh. 4, p.7:2-7.

5 6. Rogich admits that Huerta had the authority to solicit investors into
6 Eldorado. **Exhibit 5**, Sig Rogich Deposition excerpts, p. 28:6-21.

7 7. As Managing Member of Eldorado, Huerta had the authority to bind
8 Eldorado to repay Nanyah's investment. **Exhibit 6**, Melissa Olivas Deposition excerpts,
9 p. 105:11-13.

10 8. Rogich has admitted and agreed that Huerta's responsibilities as
11 Managing Member of Eldorado was to "take care of everything" including the authority
12 to set up bank accounts, deposit and withdraw funds from the bank accounts and all
13 aspects of the accounting and investors for Eldorado. Exh. 5, Sig Rogich deposition
14 excerpts, p. 25:13-21; p. 43:9-24; p.79:3-6

15 9. Rogich also admits that Huerta had the responsibility to handle all the
16 financing for Eldorado. Id., p. 75:15-18.

17 10. Eldorado's Managing Member Huerta admits that Nanyah invested \$1.5
18 million into Eldorado. See **Exhibit 7**, Declaration of Carlos Huerta, ¶8.

19 11. Nanyah's \$1.5 million investment was deposited into Eldorado's bank
20 account. **Exhibit 8**, Eldorado Bank Statement; see also Exh. 5, ¶9.

21 12. Eldorado's internal business records confirm that Nanyah invested \$1.5
22 million into Eldorado. **Exhibit 9**, Eldorado Capital Account Detail; see also Exh. 3, ¶15.

23 13. Eldorado's Managing Member Huerta testified regarding Nanyah's
24 investment of \$1.5 million into Eldorado as follows:
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1 a million and a half was sent from Mr. Harlap on behalf of his entity,
2 Nanyah Vegas, LLC, and Eldorado Hills, LLC, received that
3 \$1,500,000.

4 Exh. 4, Huerta Deposition excerpts, p. 64:11-13 (emphasis added).

5 14. Eldorado's Managing Member Huerta testified Eldorado treated Nanyah's
6 \$1.5 million investment as a "capital contribution" into Eldorado as follows: "It was a
7 capital contribution to Eldorado Hills, LLC." Id. p. 51:25-52:1 (emphasis added).

8 15. Eldorado's Managing Member Huerta also testified that during the Buyout
9 he specifically discussed Nanyah's \$1.5 million investment with Rogich and Rogich
10 affirmed, promised and represented that he was going to repay Nanyah's investment
11 after buying Go Global's interest as follows:
12

13 Q. What was said about Nanyah Vegas specifically?

14 A. That he [Rogich] would pay them the amount that they invested.

15 Q. He [Rogich] said that about Nanyah?

16 A. Yes.

17 Q. Did he know about Nanyah before October 2008?

18 A. Yes.
19

20 Exh. 4, p. 33:1-10.

21 16. Eldorado's Managing Member Huerta also testified that he and Rogich
22 specifically discussed including Nanyah's \$1.5 million investment in the Purchase
23 Agreement and the Membership Interest Purchase Agreements to confirm Nanyah's
24 membership interest and to confirm Eldorado's obligation to Nanyah as an investor as
25 follows:
26

27 Q. . . . I talked to Mr. Rogich specifically about all the investors.
28 They're not only mentioned in Exhibit 1 [to the Purchase Agreement], they're also mentioned in the documents with TELD and Flangas and Eliades.

1 Id., p. 37:21-25.

2
3 17. Eldorado's Managing Member Huerta testified repeatedly that Nanyah
4 was included in the Purchase Agreement and the Membership Interest Purchase
5 Agreements with Rogich because Nanyah "was an integral party" as follows:

6 We discussed this agreement several times, reviewed different drafts,
7 discussed it. **Nanyah Vegas was an integral part of this agreement. I**
8 **wanted to make sure that all the investors showed up on the**
9 **agreement.**

10 Id., p.48:2-6 (emphasis added).

11 **B. ROGICH AND THE ROGICH TRUST ADMIT AND CONFIRM NANYAH'S**
12 **\$1.5 MILLION INVESTMENT INTO ELDORADO.**

13 **1. THE OCTOBER 30, 2008, PURCHASE AGREEMENT.**

14 18. On October 30, 2008, Go Global, Inc. ("Go Global") and the Rogich Trust
15 entered into a Purchase Agreement whereby the Rogich Trust agreed to acquire Go
16 Global's membership interest in Eldorado (the "Purchase Agreement"). **Exhibit 10,**
17 **Purchase Agreement.**

18 19. The Purchase Agreement's terms state that Go Global's interest in
19 Eldorado, which the Rogich Trust was acquiring, was subject to dilution based upon the
20 additional investment made by Nanyah into Eldorado. **Exh. 10, Recitals, A.**

21 20. The Rogich Trust agreed to be fully responsible as the new Managing
22 Member in Eldorado for repayment of Nanyah's \$1.5 million investment in Eldorado
23 and/or agreed it would issue membership interest to Nanyah out of the Rogich Trust's
24 interest. Id.

25 21. Rogich Trust agreed that if Nanyah's investment was converted into a
26 membership interest, as a member Nanyah would not be subject to any capital calls.

27 Id.

1 22. Rogich Trust also agreed that if Nanyah's investment was converted into a
2 membership interest in Eldorado, Nanyah's interest would be deducted from and paid
3 from the Rogich Trust's membership interest in Eldorado. Id.

4 23. Eldorado's Managing Member Huerta specifically represented and
5 warranted to Rogich and the Rogich Trust that Nanyah had invested \$1.5 million in
6 Eldorado, and Nanyah's investment was specifically identified in the Purchase
7 Agreement at Exhibit A. Id., ¶4.

8
9 **2. THE OCTOBER 30, 2008, MEMBERSHIP INTEREST PURCHASE**
10 **AGREEMENTS.**

11 24. Concurrent with the purchase of Go Global's interest in Eldorado, the
12 Rogich Trust also entered into two (2) Membership Interest Purchase Agreements, one
13 with Teld and the other with the Albert Flangas Revocable Living Trust u/a/d July 22,
14 2005 ("Flangas Trust"). **Exhibit 11**, excerpts of the Teld Membership Interest Purchase
15 Agreement, pp. 1, 2, 4, 12, 19 and Exhibit D.

16 25. The Teld Membership Interest Purchase Agreement was executed by
17 Rogich individually and as Trustee of the Rogich Trust, Teld and Peter Eliades
18 individually. Exh. 11, p. 19.

19 26. In the Teld Membership Interest Purchase Agreement, Rogich and the
20 Rogich Trust admit and confirm that Nanyah invested \$1.5 million into Nanyah at
21 Exhibit D which clearly and unequivocally states the following:

22 **Seller [Rogich and the Rogich Trust] confirms that certain amounts**
23 **have been advanced to or on behalf of the Company [Eldorado] by**
24 **certain third-parties [including Nanyah], as referenced in Section 8 of**
25 **the Agreement.**

26 ...

27 **3. Nanyah Vegas, LLC ... \$1,500,000**

28 Exh. 11, at Exh. D.

1 27. Rogich testified that he represented and affirmed that in Exhibit D of the
2 Teld Membership Interest Agreement that Nanyah had invested \$1.5 million into
3 Eldorado. Exh. 5, p. 142:3-10 (emphasis added).
4

5 28. In addition to the clear and unequivocal language that "confirms"
6 Nanyah's investment of \$1.5 million into Eldorado contained in Exhibit D, Section 8(c)
7 of the Teld Membership Interest Purchase Agreement also clearly identify Nanyah's
8 \$1.5 million investment and state the following:

9 Seller [Rogich and the Rogich Trust] shall defend, indemnify and
10 Hold Buyer harmless from any and all the claims of . . . Nanyah . . . **each**
11 **of whom invested or otherwise advanced . . . funds . . .**

12 **(i) It is the current intention of Seller [Rogich and the**
13 **Rogich Trust] that such amounts be confirmed or**
14 **converted to debt . . .**

14 Exh. 11, p. 12, Section 8(c) (emphasis added).

15 29. Rogich again testified that he represented and affirmed that Nanyah had
16 invested \$1.5 million into Eldorado under Section 8(c) when he executed the Teld
17 Membership Interest Purchase Agreement. Exh. 5, p. 143:12-144:1.
18

19 **3. THE OCTOBER 30, 2008, ELDORADO AMENDED AND**
20 **RESTATED OPERATING AGREEMENT EXPRESSLY**
21 **CONFIRMS NANYAH'S \$1.5 MILLION INVESTMENT INTO**
22 **ELDORADO.**

23 30. Concurrently with the Rogich Trust's purchase of Huerta/Go Global's
24 interest in Eldorado, and its resale of a portion of that interest to Teld, all these parties
25 entered into an Amended and Restated Operating Agreement of Eldorado Hills, LLC
26 ("Amended Operating Agreement"). **Exhibit 12**, Amended Operating Agreement.

27 31. The Eldorado Amended Operating Agreement specifically incorporated
28 Exhibit D from the Membership Interest Purchase Agreements signed by Teld. Exh. 11,
p. 1, Recital A.

1 32. As a matter of law, Eldorado, Rogich, the Rogich Trust, Peter Eliades,
2 Teld and the Eliades Trust are conclusively bound by Eldorado's Amended Operating
3 Agreement's confirmation of Nanyah's \$1.5 million investment and that Nanyah was
4 deprived of a membership interest in Eldorado. See NRS 47.240(2).
5

6 33. Because Nanyah's \$1.5 million investment into Eldorado is recited in the
7 Purchase Agreement, the Teld Membership Interest Purchase Agreement and in
8 Eldorado's Amended Operating Agreement, Nanyah is entitled to a membership
9 interest and/or full repayment of its investment, as this fact is conclusively established
10 and must be treated as true and uncontestable by this Court. Harpaz v. Laidlaw
11 Transit, Inc., 942 A.2d 396, 412 (2008) ("the conclusive presumption . . . attaches and
12 the employer is barred from contesting . . ."); Kusior v. Silver, 54 Cal. 2d 603, 619,
13 354 P.2d 657, 668 (1960) ("A conclusive presumption is in actuality a substantive rule
14 of law.").
15

16 **D. PETER ELIADES DEPOSITION.**

17 40. Peter Eliades testified that he knew and understood that pursuant to the
18 terms of the Original Purchase Agreement and the Membership Interest Purchase
19 Agreement between Peter Eliades, Teld, LLC, and the Rogich Family Irrevocable Trust,
20 that the membership interest Rogich was acquiring from Go Global **was subject to the**
21 **contractual duties owed by Eldorado and Rogich to Nanyah to repay the \$1.5**
22 **million investment and/or to issue a corresponding membership interest to**
23 **Nanyah.** Specifically, Peter Eliades testified that he was aware of the contractual
24 obligation owed to Nanyah because "[t]hat's the way it was." **Exhibit 16**, Peter Eliades
25 Deposition excerpt, p. 21:20-22:5.
26
27

28 41. Peter Eliades also testified that the Rogich Trust's original acquisition of

1 the Go Global membership interest—which Nanyah had a claim in—was binding on him
2 and Teld as follows:

3 Q. Did you understand that when you acquired some of the Rogich
4 Trust interests that it held in Eldorado Hills, that it was still subject
5 to the terms and conditions of this original purchase agreement?

6 A Yes.

7 Id., pp. 29:24-30:4 (emphasis added).

8 42. Peter Eliades also testified that under the terms of his agreements with
9 Rogich and the Rogich Trust, Rogich always admitted Rogich was liable to repay
10 Nanyah its \$1.5 million investment as follows:

11 Q Who was going to be responsible, under
12 your understanding of the deal, for the Nanyah
13 Vegas, LLC, claim?

14 A Well, [Rogich] represented to me that it was
15 always Mr. Rogich that would be responsible for --
16 for that.

17 Id., pp., 40:22-41:2 (emphasis added).

18 43. Peter Eliades testified that under the terms of his agreements with Rogich
19 and the Rogich Trust, that Rogich would comply with the terms of the agreements and
20 repay Nanyah its investment as follows:

21 Q Okay. So as I understand it, you
22 understood that Mr. Rogich would always comply
23 with the terms of the agreement and take care of
these individuals or investors?

24 A 100 percent.

25 Id., p., 42:10-14.

26 ///

27 ///

28 ///

1 **V. ELDORADO'S MOTION FOR SUMMARY JUDGMENT MUST**
2 **BE DENIED.**

3 **A. ELDORADO IS NOT AN INNOCENT TEMPORARY RECIPIENT**
4 **OF NANYAH'S \$1.5 MILLION.**

5 Eldorado is not a temporary innocent recipient of Nanyah's \$1.5 million
6 investment. Initially, Eldorado did not temporarily retain and benefit from Nanyah's \$1.5
7 million. Eldorado received Nanyah's money and has never returned it—that is by
8 definition not temporary conduct but rather permanent conduct. Accordingly, Eldorado
9 Hill's is a "permanent recipient" of Nanyah's money. Further, there is nothing innocent
10 about Eldorado's conduct. Eldorado's Managing Member Huerta specifically targeted
11 Nanyah to solicit its investment, Eldorado received Nanyah's money, Eldorado and all
12 the named defendants affirmed and explicitly stated in their written contracts that
13 Nanyah advanced and paid money to Eldorado. Eldorado has never repaid Nanyah its
14 money. That is not "innocent" behavior.
15

16 Eldorado's motion now freely admits receiving and retaining Nanyah's \$1.5
17 million. Mot., p.5:14-17 (detailing Eldorado's receipt and retention of Nanyah's \$1.5
18 million investment). In addition, the Purchase Agreement details in Recital A, that
19 Nanyah invested \$1.5 million into Eldorado and was to retain repayment of its
20 investment or to receive a membership interest in Eldorado. Further, pursuant to the
21 Teld Membership Interest Purchase Agreement, all the defendants admit and confirm
22 that Nanyah invested \$1.5 million into Nanyah at Exhibit D whereby Rogich and the
23 Rogich Trust "confirm" Nanyah's \$1.5 million investment as follows:
24
25

26 **Seller [Rogich and the Rogich Trust] confirms that certain amounts**
27 **have been advanced to or on behalf of the Company [Eldorado] by**
28 **certain third-parties [including Nanyah], as referenced in Section 8 of**
the Agreement.

...

1
2 3. Nanyah Vegas, LLC ...

\$1,500,000

3 Exh. 11, at Exh. D. Section 8 of this agreement also unequivocally states:

4 Seller [Rogich and the Rogich Trust] shall defend, indemnify and
5 Hold Buyer harmless from any and all the claims of ... Nanyah ... **each**
6 **of whom invested or otherwise advanced ... funds**

7 (i) **It is the current intention of Seller [Rogich and the**
8 **Rogich Trust] that such amounts be confirmed or**
9 **converted to debt**

10 Id., Section 8(c) (emphasis added).

11 As the foregoing demonstrates, there is nothing temporary and/or innocent about
12 Eldorado's retention of \$1.5 million of Nanyah's money. As such, judgment as
13 requested by Eldorado must be denied as Nanyah has still not been repaid its \$1.5
14 million.

15 **B. ELDORADO IS LIABLE FOR \$1.5 MILLION.**

16 Eldorado's motion claims that because Eldorado's Managing Member used a
17 portion of Nanyah's \$1.5 million to pay an unrelated debt owed by Eldorado to Go
18 Global that this somehow magically immunized Eldorado from repaying Nanyah's
19 investment and/or works as a penalty to Nanyah. Nanyah is in no way penalized by
20 Eldorado's election to use a portion of its \$1.5 million to pay a debt owed by Eldorado
21 Hills. Eldorado retained and used Nanyah's \$1.5 million investment for its own
22 business purposes and must now be liable to repay that debt.

23 The Purchase Agreement and the Teld Purchase Agreement—both executed
24 almost a year after Nanyah's \$1.5 million investment—"confirm" and "represent" the
25 **truth and accuracy of Eldorado's receipt and retention of \$1.5 million!** There is
26 nothing contained in these contracts that claim Nanyah's investment was limited in any
27 fashion. Accordingly, Eldorado and this Court are bound by the clear and unambiguous
28

1 language of these contracts and must find that Nanyah invested \$1.5 million into
2 Eldorado. Kaldi v. Farmers Ins. Exchange, 117 Nev. 273, 281, 21 P.3d 16, 21 (Nev.
3 2001) ("We are not free to modify or vary the terms of an unambiguous agreement."
4 (citation omitted)).
5

6 Of critical note, the recent allegation that Huerta transferred some of these funds
7 out of Eldorado Hills was an event that also transpired almost a year prior to the
8 defendants signing off on these agreements. Accordingly, when the defendants
9 entered into the various contracts affirming Nanyah's \$1.5 million investment, they did
10 so with the full knowledge and understanding that Eldorado used a portion of Nanyah's
11 investment to repay a debt owed by Eldorado to Go Global. Accordingly, the internal
12 use of Nanyah's money by Eldorado is entirely irrelevant to Nanyah's right to receive
13 the return of its \$1.5 million investment. Eldorado received and used the money and is
14 therefore bound to repay Nanyah's money.
15

16 While Eldorado desperately seeks to repudiate its obligation owed to Nanyah
17 (years after the fact and when Eldorado is now under new ownership and management)
18 it is barred from doing so. The contracts and Eldorado's own business records clearly,
19 un-mistakenly and unequivocally identify that Eldorado received and retained Nanyah's
20 \$1.5 million. As such, the Court must enforce the obligations owed to Nanyah and
21 enter judgment in its favor for \$1.5 million against Eldorado. See e.g., Canfora v. Coast
22 Hotels and Casinos, Inc., 121 Nev. 771, 776, 121 P.3d 599, 603 (Nev. 2005) ("when a
23 contract is clear on its face, it 'will be construed from the written language and enforced
24 as written.' The court has no authority to alter the terms of an unambiguous contract.").
25
26

27 ///

28 ///

1 **C. ELDORADO USED NANYAH'S \$1.5 MILLION TO PAY OFF THE**
2 **LOAN ELDORADO HAD TO TAKE BECAUSE ROGICH AND**
3 **THE ROGICH TRUST DID NOT HAVE FUNDS TO PAY OFF ANOTHER**
4 **INVESTOR.**

5 Eldorado's motion is disingenuous and attempts to deceive this Court into
6 believing that Huerta improperly distributed the funds received by Nanyah. However,
7 Eldorado fails to inform this Court that Go Global and the Rogich Trust were 50%-50%
8 owners of Eldorado. As such, they both were obligated to fund 50% of Eldorado
9 expenses. However, when it came time for Eldorado to return a \$3 million investment
10 to Antonio Nevada, Rogich could not fund his share of the payment obligation. Instead
11 of contributing \$1.5 million to pay his share of the Antonio Nevada payoff, Rogich could
12 only fund \$778,000 leaving \$2,230,000 to be funded by other sources.

13 Specifically, on September 21, 2007, the Rogich Trust contributed \$778,000 to
14 Eldorado of which only \$770,000 was used to fund the Antonio Nevada payoff. See
15 Eldorado's Exhibit 2-H, Eldorado's General Ledger, PLTF 551. On September 19,
16 2007, Go Global contributed \$2,230,000 to fund the balance of the Antonio Nevada
17 payoff. Id., PLTF 550. Of the \$2,230,000 provided to Eldorado, Go Global contributed
18 its own \$770,000 and funded the remaining \$1.46 million with a loan obtained from Go
19 Global. Id., PLTF 568.

20 Accordingly, Eldorado obtained a loan for \$1,460,000 from Go Global, which
21 Eldorado used to pay off a portion of the \$3 million it owed to Antonio Nevada. When
22 Eldorado received Nanyah's \$1.5 million investment, Eldorado then used a portion of
23

24 ///

25 ///

26 ///

27 ///

1 those invested funds to pay off its outstanding loan obligation owed to Go Global.³

2 Eldorado Managing Member Huerta, testified that he absolutely had discussions
3 with Rogich about his loaning Eldorado additional money because Rogich was unable
4 to pay his portion of Eldorado's financial obligations as follows:
5

6 So at the time that the payment was due,
7 [to Antonio Nevada for \$3 million]

8 Mr. Rogich didn't have enough money to pay off Antonio.
9 I came up with three-quarters of the money owed to
10 Antonio, and Mr. Rogich came up with the other quarter.
11 I want to divide it into about 2.2 something million
12 dollars that Go Global contributed into Eldorado Hills,
13 LLC. Mr. Rogich contributed 770, \$780,000.
14 So I never knew that Mr. Rogich was going to
15 run out of money. . . .

16 **So when he didn't have enough money to**
17 **pay off Antonio, which I believe was in the fall of 2007**
18 **or late summer of 2007, I said, "Okay, Sig, I have the**
19 **money, or I can come up with a good portion of the**
20 **money. I'm going to advance it to the company, but I'm**
21 **also working on bringing in investors." . . .**
22 **So as I'm working on that, I tell Sig, "Okay,**
23 **I'll advance the money to Eldorado Hills, and when some**
24 **of this money comes in, Go Global or Carlos Huerta will**
25 **be repaid." He agreed.**

26 **Exhibit 24** attached hereto, p. 35:2-25 (emphasis added).⁴ As Huerta testified, "Go
27 Global had advanced it [and] Eldorado Hills owed it." *Id.* at p. 37:12-13.

28 Consequently, Eldorado can trace the use of Nanyah's investment to pay off a
debt owed by Eldorado to Go Global. Use of Nanyah's \$1.5 million investment to pay
off legal obligations owed by Eldorado completely undermines Eldorado's after-the-fact

³ Eldorado's Motion attempts to claim Huerta paid himself a consulting fee. While initially classified as a consulting fee, that classification was changed shortly thereafter in Eldorado General Ledger and reclassified as the repayment of Eldorado's loan obligation. The reclassification is detailed in Eldorado's General Ledger. See Eldorado's Exhibit 2-H at PLTF 568.

⁴ See also **Exhibit 25**, Simons' Aff. at ¶14.

1 attempt to portray its receipt and retention of Nanyah's \$1.5 million as temporary,
2 innocent and/or limited in amount. Again, Eldorado's motion must be denied in its
3 entirety as the evidence is undisputed that it receive and retained Nanyah's \$1.5 million
4 investment, used the money to fund payment of legal obligations owed by Eldorado and
5 Eldorado is now liable to repay the debt.

6
7 **VI. NANYAH'S COUNTERMOTION FOR SUMMARY JUDGMENT MUST BE**
8 **GRANTED.**

9 Nanyah moves for summary judgment that: (1) it invested \$1.5 million into
10 Eldorado (2) that it has an implied in fact contract with Eldorado to repay its investment
11 and/or issue a commensurate membership interest to it and/or pay it the value of that
12 membership interest; (3) alternatively, summary judgment should be granted on
13 Nanyah's unjust enrichment claim. Each of these issues and the grounds for summary
14 judgment are detailed below.

15 **A. NANYAH INVESTED \$1.5 MILLION INTO ELDORADO.**

16 Nanyah is entitled to summary judgment that it invested \$1.5 million into
17 Eldorado. The following undisputed facts mandate summary judgment in Nanyah's
18 favor as requested.

- 19
20 (1). Eldorado's original Operating Agreement vested Huerta with Managing
21 Member responsibilities and Huerta could bind Eldorado to contractual
22 obligations. SOF, ¶1.
23 (2). Eldorado's Managing Member Huerta admitted soliciting Nanyah's
24 investment of \$1.5 million into Eldorado. SOF, ¶¶5, 13-18.
25 (3). Eldorado's Managing Member admitted Eldorado received the \$1.5 million
26 investment from Nanyah as a capital contribution for a membership
27 interest in Eldorado. SOF, ¶¶13-14.
28 (4). Eldorado's bank statement conclusively demonstrates Eldorado received
Nanyah's \$1.5 million investment into its account. Exh. 8.
(5). Eldorado's internal records conclusively demonstrate that Eldorado
received Nanyah's \$1.5 million investment into its account. Exh. 9.

- 1 (6). Rogich admits that he confirmed and admitted that Nanyah invested \$1.5
2 million into Eldorado. SOF, ¶¶27, 29.
- 3 (7). Defendants are conclusively bound by the recitals in the Purchase
4 Agreement that Nanyah invested \$1.5 million and was entitled to return of
5 its investment or a membership interest in Eldorado. Exh. 10, NRS
6 47.240(2).⁵
- 7 (8). Rogich and the Rogich Trust "confirmed" Nanyah's \$1.5 million
8 investment into Eldorado in the Membership Interest Purchase
9 Agreements they signed with Teld and Flangas. SOF ¶27.
- 10 (9). The recitals in the Membership Interest Purchase Agreement with Teld
11 conclusively establish that the Rogich Trust was acquiring Go Global's
12 interest in Eldorado subject to Nanyah's right to receive repayment of its
13 \$1.5 million investment or a portion of that membership interest for its
14 \$1.5 million investment. Exh. 11, Recital F; NRS 47.240(2).
- 15 (10). Eldorado's Amended Operating Agreement conclusively establishes that
16 the Rogich Trust's acquisition of Huerta/Go Global's prior interest was
17 subject to Nanyah's right to receive a portion of that membership interest
18 for its \$1.5 million investment and/or return of its \$1.5 million investment.
19 Exh. 12, Recital B; NRS 47.240(2).
- 20 (11). Eldorado's Amended Operating Agreement also incorporates Exhibit D
21 from the Membership Interest Purchase Agreements, which Exhibit D
22 "confirms" Nanyah's \$1.5 million investment into Eldorado and its right to
23 receive repayment and/or a membership interest. Exh. 12, Recital A;
24 NRS 47.240(2). This confirmation cannot be rebutted or challenged.
- 25 (12). Eldorado's, Rogich's and the Rogich Trust's contractual obligation to
26 repay Nanyah its \$1.5 million investment was assigned to Teld and the
27 Eliades Trust and these defendants are also contractually obligated to
28 honor that obligation to Nanyah. Exh. 14, ¶8.J.
- (13). Peter Eliades testified that Nanyah was owed \$1.5 million by Eldorado
and Rogich and the Rogich Trust agreed to repay that debt. SOF ¶¶42-
43.
- (14). Dolores Eliades testifies that Nanyah was owed \$1.5 million by Eldorado
and Rogich and the Rogich Trust agreed to repay that debt. SOF ¶¶44-
46.

⁵ NRS 47.240(2) establishes a conclusive presumption fact recited in a written instrument as follows: "[There is a conclusive presumption of] [t]he truth of the fact recited, from the recital in a written instrument between the parties thereto, or their successors in interest by a subsequent title"

1 In light of the foregoing, summary judgment must be granted in Nanyah's favor.
2 This is mandated because the defendants are barred from contesting the conclusively
3 established facts contained in the recitals of the various contracts. Harpaz v. Laidlaw
4 Transit, Inc., 942 A.2d 396, 412 (2008) (the conclusive presumption of compensability
5 attaches and the employer is barred from contesting"). Further, Nanyah is entitled
6 to summary judgment as a matter of law that it invested \$1.5 million into Eldorado since
7 the conclusive presumption contained in NRS 47.240(2) is a substantive rule of law.
8 Kusior v. Silver, 54 Cal. 2d 603, 619, 354 P.2d 657, 668 (1960) ("A conclusive
9 presumption is in actuality a substantive rule of law."). Therefore, as a matter of law
10 Nanyah is entitled to summary judgment in its favor as requested.
11

12 In addition, summary judgment must be granted because the defendants cannot
13 avoid summary judgment by attempting to contradict the statements and admissions of
14 Eldorado's Managing Member Huerta. Huerta, as Eldorado's Managing Member, was
15 fully authorized to solicit Nanyah's investment and to repay Nanyah the \$1.5 million
16 investment and/or to issue Nanyah its membership interest. Accordingly, defendants
17 are barred from attempting to create an issue of fact by attempting to claim no
18 investment was made so as to defeat summary judgment.⁶
19

20 Furthermore, Eldorado is bound by the admissions of its Managing Member
21

22
23 ⁶ A party cannot create a question of fact by presenting conflicting evidence and/or
24 issues to the Court. Bank of Las Vegas v. Hoopes, 84 Nev. 585, 586, 445 P.2d 937,
25 938 (1968) ("Rule 56 expects the [factual] conflict to be created by adversaries."). This
26 concept was discussed in detail in Radobenko v. Automated Equipment Corp., 520
27 F.2d 540 (9th Cir. 1975), wherein the court held as follows: "When confronted with the
28 question of whether a party should be allowed to create his own issue of fact by an
affidavit contradicting his prior deposition testimony, the Court of Appeals for the
Second Circuit held that no genuine issue of fact was raised." Eldorado is barred from
contesting its Managing Member's prior admissions and the remaining defendants are
bound by Eldorado's admissions as well as they have no standing to challenge this
undisputed fact.

1 Huerta that Nanyah invested \$1.5 million into Eldorado and that Eldorado was entitled
2 to a membership interest in Eldorado. Exh. 2, Exh. A (Huerta is the "Managing
3 Member" and "may bind the Company in all matters" (emphasis added). Because
4 Huerta's Managing Member's status is undisputed and uncontestable, Eldorado is
5 bound by Huerta's statements and admissions. Sharp Elecs. Corp. v. Lodgistix, Inc.,
6 772 F. Supp. 540, 546 (D. Kan. 1991) ("once it has been shown that the agent was
7 authorized, either expressly or impliedly, to make representations or statements
8 concerning the subject matter to which the challenged statements pertain, the principal
9 is bound by the agent's statements."); Cordaro v. Singleton, 229 S.E.2d 707, 709 (N.C.
10 App. 1976) ("A principal is bound by statements made by an agent acting within the
11 scope of his authority and in the course of his agency."); 2A N.Y. Jur. 2d Agency § 279
12 (Feb. 2018) ("principal is bound by statements and declarations made by the agent
13 within the scope of . . . the actual or apparent authority of the principal.").

14 Based upon the foregoing, Nanyah is entitled to summary judgment that it
15 invested \$1.5 million in Eldorado.

16
17
18 **B. NANYAH HAS A DIRECT CONTRACTUAL CLAIM AGAINST**
19 **ELDORADO HILLS FOR BREACH OF ITS INVESTMENT CONTRACT.**

20 Nanyah is entitled to summary judgment that Eldorado had a contractual
21 obligation to honor Nanyah's investment of \$1.5 million and to repay the debt and/or
22 issue it a membership interest. The United States Supreme Court long ago defined
23 implied in fact agreements as those "founded upon a meeting of the minds, which,
24 although not embodied in an express contract, is inferred, as a fact, from conduct of the
25 parties showing, in the light of the surrounding circumstances, their tacit
26 understanding." Balt. & Ohio R.R. v. United States, 261 U.S. 592, 597, 58 Ct.Cl. 709,
27 43 S.Ct. 425, 67 L.Ed. 816 (1923).
28

1 The Nevada Supreme Court also recognizes implied in fact contracts. In
2 Certified Fire Prot. Inc. v. Precision Constr., 283 P.3d 250, 256 (Nev. 2012), the Court
3 stated:

4 A contract implied in fact must be “manifested by conduct,” . . . it “is a true
5 contract that arises from the tacit agreement of the parties.” To find a
6 contract implied in fact, the fact finder must conclude that the parties intended to
7 contract and promises were exchanged, the general obligations for which must
8 be sufficiently clear.

9 Id. When the conduct is clear and undisputed, the Court must find the existence of a
10 contract as a matter of law. ACC Capital Corp. v. Ace W. Foam Inc., --- P.3d ---, 2018
11 WL 1127647 * 2 (Utah Ct. App. 2018) (“The existence of a contract is a
12 question of law.”); Hays v. Underwood, 196 Kan. 265, 267, 411 P.2d 717, 720 (1966)
13 “whether a written instrument or undisputed facts establish the existence and the terms
14 of a contract are questions of law for the court's determination.”).

15 Here, the conduct and the facts are undisputed. Nanyah invested \$1.5 million
16 into Eldorado. The undisputed evidence is that Huerta, as Eldorado's Managing
17 Member, had the authority to solicit and receive Nanyah's \$1.5 million investment.
18 Eldorado now freely admits that Eldorado received Nanyah's money. The Purchase
19 Agreement and the Teld Membership Interest Purchase Agreement all clearly and
20 unmistakably demonstrate that Nanyah paid \$1.5 million to Eldorado and was entitled
21 to be repaid its investment. These facts are undisputed and there is no question that
22 there was a meeting of the minds between Nanyah and Eldorado. Accordingly, Nanyah
23 is entitled to summary judgment in its favor on its breach of implied in fact contract that
24 Eldorado is liable to it for its \$1.5 million investment.
25
26

27 **C. ALTERNATIVELY, SUMMARY JUDGMENT SHOULD BE GRANTED ON**
28 **NANYAH'S UNJUST ENRICHMENT CLAIM.**

Alternatively, Nanyah is entitled to summary judgment on its unjust enrichment

1 claim because Eldorado received a benefit (confirmation of receipt of Nanyah's \$1.5
2 million in cash), and has retained the benefit (never paid back to Nanyah). Eldorado
3 and all the other defendants agreed and acknowledged receipt and retention of
4 Nanyah's \$1.5 million and that Nanyah was entitled to repayment of its \$1.5 million
5 investment or given a corresponding membership interest in Eldorado. Under these
6 undisputed facts, summary judgment is mandated in Nanyah's favor.
7

8 In Certified Fire Prot. Inc. v. Precision Constr., 283 P.3d 250, 257 -258 (Nev.
9 2012) the Court explained as follows:

10 Unjust enrichment exists when the plaintiff confers a benefit on the
11 defendant, the defendant appreciates such benefit, and there is "acceptance
12 and retention by the defendant of such benefit under circumstances such that it
13 would be inequitable for him to retain the benefit without payment of the value
14 thereof.' "

14 ...

15 "[B]enefit" in the unjust enrichment context can include "services beneficial
16 to or at the request of the other," "denotes any form of advantage," and is not
17 confined to retention of money or property. See Restatement of Restitution § 1
18 cmt. b (1937); see also Topaz Mutual Co. v. Marsh, 108 Nev. 845, 856, 839 P.2d
19 606, 613 (1992) (citing § 1, cmt. b and noting that postponing foreclosure on a
20 property benefits owner by providing additional time to negotiate a sale and
21 reducing overall debt). But while "[r]estitution may strip a wrongdoer of all profits
22 gained in a transaction with [a] claimant ... principles of unjust enrichment will not
23 support the imposition of a liability that leaves an innocent recipient worse off ...
24 than if the transaction with the claimant had never taken place." Restatement
25 (Third) of Restitution and Unjust Enrichment § 1 cmt. d (2011).

21 Id. In the present case a benefit was conferred. In the present case, Eldorado
22 appreciated the benefit and has retained Nanyah's money and has not returned it. In
23 the present case, Eldorado used a portion of Nanyah's money to repay a loan Eldorado
24 had to obtain to pay-off another investor—Antonio Nevada. Every element of
25 Nanyah's unjust enrichment claim is established by undisputed evidence and summary
26 judgment is mandated.
27

28 While Eldorado argues that judgment against it would be unfair because it did

1 not retain the money, that contention is disingenuous. Eldorado used Nanyah's money
2 to pay-off one of Eldorado's creditors. As such, Eldorado received a substantial benefit
3 from use of Nanyah's money. It would clearly be inequitable to allow Eldorado to use
4 Nanyah's funds to pay off a debt yet then say Nanyah could not be repaid the money it
5 received from Nanyah to pay the debt Eldorado owed. Accordingly, Nanyah's claim for
6 unjust enrichment must be granted as requested since the relevant and material facts
7 are not in dispute.
8

9 **VIII. CONCLUSION.**

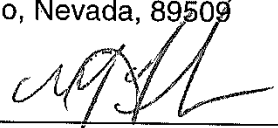
10 Eldorado's motion must be denied. Concurrently, Nanyah is entitled to summary
11 judgment in its favor that:
12

- 13 (1) Nanyah invested \$1.5 million into Eldorado;
14 (2) That Nanyah has an implied in fact contract with Eldorado to repay
15 its investment and/or issue a commensurate membership interest to it
16 and/or pay it the value of that membership interest;
17 (3) Alternatively, that summary judgment should be granted on Nanyah's
18 unjust enrichment claim in the amount of \$1.5 million.

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

21 DATED this 19th day of June, 2018.

22 SIMONS LAW
23 A Professional Corporation
24 6490 So. McCarran Blvd., #20
25 Reno, Nevada, 89509

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

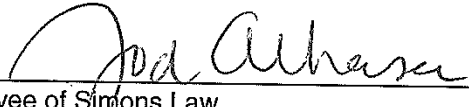
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, and that on this date I caused to be served a true copy of the
**OPPOSITION TO ELDORADO HILL'S MOTION FOR SUMMARY JUDGMENT AND
COUNTERMOTION FOR SUMMARY JUDGMENT** on all parties to this action via the
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DATED this 19 day of June, 2018.



Employee of Simons Law

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EXHIBIT LIST

<u>NO.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
24	Huerta Deposition Excerpts	7
25	Affidavit of Mark G. Simons	1

EXHIBIT 24

EXHIBIT 24

1	DISTRICT COURT		
2	CLARK COUNTY, NEVADA		
3	CARLOS A. HUERTA, an)	
4	individual; CARLOS A.)	
5	HUERTA as Trustee of THE)	
6	ALEXANDER CHRISTOPHER)	
7	TRUST, a Trust established)	
8	in Nevada as assignee of)	
9	interests of GO GLOBAL,)	
10	INC., a Nevada corporation;)	
11	NANYAH VEGAS, LLC, a Nevada)	
12	limited liability company,)	
13	Plaintiffs,	)	Case No.
14		)	A-13-686303-C
15	vs.)	
16		)	DEPOSITION OF:
17	SIG ROGICH aka SIGMUND	)	CARLOS A. HUERTA
18	ROGICH as Trustee of the	)	April 30, 2014
19	Rogich Family Irrevocable)	
20	Trust; ELDORADO HILLS, LLC,)	
21	a Nevada limited liability)	
22	company; DOES I-X; and/or)	
23	ROE CORPORATIONS I-X,)	
24	inclusive,)	
25	Defendants.)	
26	-----)	
27	ELDORADO HILLS, LLC,)	
28	a Nevada Limited liability)	
29	company,)	
30	Defendant/Counterclaimants)	
31	vs.)	
32)	
33	CARLOS A. HUERTA, an)	
34	Individual, CARLOS A. HUERTA)	
35	as Trustee of THE ALEXANDER)	
36	CHRISTOPHER TRUST, a Trust)	
37	established in Nevada as)	
38	assignee of interests of)	
39	GO GLOBAL, INC., a Nevada)	
40	corporation,)	
41	Plaintiffs/Counterdefendants)	
42	-----)	
43	Reported by: Marilyn Speciale, CRR, RPR, CCR #749)	

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DEPOSITION OF CARLOS A. HUERTA

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Taken on Wednesday, April 30, 2014

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At 9:33 a.m.

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At 300 South Fourth Street

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Suite 1700

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Las Vegas, Nevada

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Reported by: Marilyn Speciale, CRR, RPR, CCR #749

25

Job No. 9511

1 APPEARANCES:

2

3 For the Plaintiffs:

4

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For the Defendants:

9

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INDEX TO EXAMINATION

Witness: CARLOS A. HUERTA
BY MR. LIONEL

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1 that payment.

2 So at the time that the payment was due,
3 Mr. Rogich didn't have enough money to pay off Antonio.
4 I came up with three-quarters of the money owed to
5 Antonio, and Mr. Rogich came up with the other quarter.
6 I want to divide it into about 2.2 something million
7 dollars that Go Global contributed into Eldorado Hills,
8 LLC. Mr. Rogich contributed 770, \$780,000.

9 So I never knew that Mr. Rogich was going to
10 run out of money. I didn't know what his actual
11 personal financial situation was. I presumed he had a
12 lot of money. So when he didn't have enough money to
13 pay off Antonio, which I believe was in the fall of 2007
14 or late summer of 2007, I said, "Okay, Sig, I have the
15 money, or I can come up with a good portion of the
16 money. I'm going to advance it to the company, but I'm
17 also working on bringing in investors." I was also
18 working, as I've described previously in another
19 deposition, on doing a joint venture or teaming up with
20 the Giroux property and doing a larger project.

21 So as I'm working on that, I tell Sig, "Okay,
22 I'll advance the money to Eldorado Hills, and when some
23 of this money comes in, Go Global or Carlos Huerta will
24 be repaid." He agreed.

25 The intention was, as the operating agreement

1 well aware of the financial situation of Eldorado Hills,
2 LLC. I had an office in his suite at Howard Hughes
3 Parkway. We would interact regularly except maybe when
4 he was on a trip or I was on a trip, regularly. We
5 would run into each other.

6 Sometimes we would have wine in his office.
7 We would talk about business almost all the time,
8 sometimes about Ohio State football. He liked Ted Ginn.
9 He liked Ohio State football, but for the most part, we
10 talked about business.

11 When we talked about business, he was aware
12 that there was a shortfall. Go Global had advanced it.
13 Eldorado Hills owed it.

14 Q. Are you finished?

15 A. I think so.

16 Q. I didn't hear Nanyah Vegas in what you just
17 said.

18 A. Because you asked me a question about did
19 Mr. Rogich know about the money that was in Eldorado
20 Hills, LLC. I already had answered the Nanyah part when
21 we talked about the other investors. I talked to
22 Mr. Rogich specifically about all the investors.
23 They're not only mentioned in Exhibit 1, they're also
24 mentioned in the documents with TELD and Flangas and
25 Eliades. So it's pretty clear in my opinion that Nanyah

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
3) ss.
4 COUNTY OF CLARK)

5 I, Marilyn L. Speciale, a duly certified court
6 reporter licensed in and for the State of Nevada, do
7 hereby certify:

8 That I reported the taking of the deposition
9 of the witness, CARLOS A. HUERTA, at the time and place
10 aforesaid;

11 That prior to being examined, the witness was
12 by me duly sworn to testify to the truth, the whole
13 truth, and nothing but the truth;

14 That I thereafter transcribed my shorthand
15 notes into typewriting and that the typewritten
16 transcript of said deposition is a complete, true and
17 accurate record of testimony provided by the witness at
18 said time to the best of my ability.

19 I further certify (1) that I am not a
20 relative, employee or independent contractor of counsel
21 of any of the parties; nor a relative, employee or
22 independent contractor of the parties involved in said
23 action; nor a person financially interested in the
24 action; nor do I have any other relationship with any of
25 the parties or with counsel of any of the parties
involved in the action that may reasonably cause my
impartiality to be questioned; and (2) that transcript
review pursuant to NRCP 30(e) was requested.

IN WITNESS WHEREOF, I have hereunto set my
hand in the County of Clark, State of Nevada, this 10th
day of May, 2014.

MARILYN L. SPECIALE, CRR, RPR, CCR#749

EXHIBIT 25

EXHIBIT 25

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

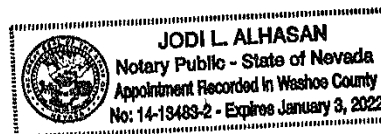
2. I have personal knowledge of the facts set forth in this affidavit, and if I am called as a witness, I would and could testify competently as to each fact set forth herein.

4. Exhibit 24 to the Opposition are true and correct excerpts of Carlos Huerta's Deposition transcript dated April 30, 2014.

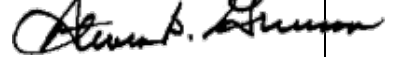
Dated this 14th day of June, 2018.

T. 
MARK G. SIMONS

Subscribed and sworn to before me
on this 14th day of June, 2018 by
Mark G. Simons at Reno, Nevada.



Notary Public



OPPM (CIV)

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

BAILEY ♦ KENNEDY

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

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

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

**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**

Hearing Date: July 10, 2018

Hearing Time: In Chambers

CONSOLIDATED WITH:

Case No. A-16-746239-C

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

**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**

Defendants Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust"), Teld, LLC ("Teld") (collectively, the "Eliades Defendants"), and Eldorado Hills, LLC ("Eldorado Hills") hereby oppose Nanyah Vegas, LLC's ("Nanyah") Motion to Reconsider Order Partially Granting Summary Judgment (the "Reconsideration Motion"). First, Nanyah's Reconsideration Motion is improper because it is solely based on a general ledger that could have been—yet was not—submitted in opposition to the Motion for Summary Judgment. Second, neither the general ledger nor Sig Rogich's ("Rogich") testimony (which simply acknowledged the contents of the general ledger) proves that this Court committed a clear error—the required showing for reconsideration. Therefore, the Reconsideration Motion should be denied.

DATED this 21st 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

The Reconsideration Motion is entirely based on an Eldorado Hills general ledger (the “Ledger”) which was produced in 2014, *approximately four years before the Motion for Summary Judgment*. Nanyah chose not to submit the Ledger in opposition to the Motion for Summary Judgment. Nanyah now claims that *its* decision to omit the Ledger provides grounds for this Court to reverse its Order Partially Granting Summary Judgment (the “SJ Order”). That is not a valid basis for reconsideration.

Further, the Ledger, along with Rogich’s testimony acknowledging the contents of the Ledger, do not conflict with the Court’s findings in the SJ Order. The Membership Interest Assignment Agreement as well as the associated payment confirm that the transfer occurred “no later than September of 2012” (*i.e.*, August of 2012). *Nanyah even alleged the same in its pleadings*. The mere fact that Eldorado Hills’ accountant or bookkeeper did not zero out Rogich’s capital account until the first day of 2013 is immaterial. Many companies do not update their financials or close their books until the end of the calendar year. Nanyah has not fulfilled its high burden of showing that the Court made a clear error. The Reconsideration Motion should be denied.

II. RELEVANT PROCEDURAL HISTORY

On July 31, 2013, Nanyah filed a lawsuit against Eldorado Hills (the “First Lawsuit”).¹ Rogich and the Rogich Family Irrevocable Trust (the “Rogich Trust”) (jointly, the “Rogich Defendants”) were also named as Defendants.² On July 29, 2014, Eldorado Hills and the Rogich Defendants produced documents to Nanyah pursuant to N.R.C.P. 34. Among them was the Ledger submitted as Exhibit 4 to the Reconsideration Motion.³ Accordingly, *Nanyah has been in possession of the Ledger for approximately four years*.

On November 4, 2016, Nanyah filed a new lawsuit against the Rogich Defendants and the

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

² *Id.*

³ Eldorado Hills, LLC’s Responses to Plaintiff’s First Set of Request for Production of Documents, attached as Exhibit 1.

1 Eliades Defendants (the “Second Lawsuit”).⁴ Nanyah asserted a constructive trust claim against the
2 Eliades Trust (fifth claim for relief) and a statutory fraudulent transfer claim against the Rogich
3 Defendants and the Eliades Defendants (seventh claim for relief).⁵ Both claims were *solely* based on
4 the Rogich Trust’s transfer of its Eldorado Hills membership interest to the Eliades Trust in 2012.⁶
5 *Notably, Nanyah alleged that the transfer took place in August or September of 2012.*⁷

6 On February 23, 2018, the Rogich Defendants filed a Motion for Summary Judgment,
7 seeking dismissal of Nanyah’s constructive trust and fraudulent transfer claims (among other claims)
8 based on the relevant statute of limitations.⁸ On March 5, 2018, the Eliades Defendants filed a
9 Joinder to the Motion for Summary Judgment.⁹ On March 19, 2018, Nanyah opposed the Motion
10 for Summary Judgment and the Joinder.¹⁰ Although Nanyah argued that there was a genuine issue
11 of material fact regarding the date of the Rogich Trust’s transfer of its Eldorado membership interest
12 to the Eliades Trust, *Nanyah did not submit or discuss the Ledger in its Opposition. And, as*
13 *discussed above, Nanyah had been in possession of the Ledger for approximately four years.*

14 The Court partially granted the Motion for Summary Judgment (including the Joinder),
15 finding that “[t]he alleged transfer of the Eldorado Membership interest from the Rogich Trust to the
16 Eliades Trust occurred no later than September 2012.”¹¹ Because the Second Lawsuit was not filed
17 until November of 2016, the Court determined that “Plaintiff’s Fifth and Seventh Claims for
18 Fraudulent Transfer and Constructive Trust were filed more than four years after they accrued” and
19 were time-barred by NRS 112.230(1).¹²

20 _____
21 ⁴ (Compl., Case No. A-16-746239-C, filed Nov. 4, 2016.) On April 5, 2017, the Second Lawsuit was
consolidated into the First Lawsuit. (Notice of Consolidation, filed April 5, 2017.)

22 ⁵ *Id.*, 16:8-18:8.

23 ⁶ *Id.*

24 ⁷ *Id.*, ¶ 70 (“[O]n about August or September of 2012....”)

25 ⁸ Mot. for Summary Judgment, filed Feb. 23, 2018.

26 ⁹ Defs. Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC,
and Teld, LLC’s Joinder to Mot. for Summary Judgment (the “Joinder”), filed March 5, 2018.

27 ¹⁰ Opp’n to Mot. for Summary Judgment; Countermot. for Summary Judgment; and Countermot. for NRCP 56(f)
Relief, filed March 19, 2018.

28 ¹¹ SJ Order, 2:12-13, filed May 22, 2018.

¹² *Id.*, 2:17-23.

III. RELEVANT FACTS

With respect to Nanyah's fifth and seventh claims for relief (the "Dismissed Claims"), the only relevant fact is when the transfer occurred. As set forth in the briefing relating to the Motion for Summary Judgment, the Membership Interest Assignment Agreement between the Rogich Trust and the Eliades Trust states as follows:

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.*¹³

Accordingly, the transfer occurred upon payment of the \$682,080.00 set forth in Section 2 of the Membership Interest Assignment Agreement. The date on the check is undisputedly August 10, 2012, which is consistent with Nanyah's allegation that the transfer took place at that time.¹⁴

The Ledger is not inconsistent with this timeline. All the Ledger indicates is that Eldorado Hills' accountant and/or bookkeeper did not formally zero out the Rogich Trust's capital account until the first of the following year. This has no bearing on when the transfer actually occurred under the terms of the Membership Interest Assignment Agreement, which was undisputedly in August of 2012.

Further, contrary to Mr. Simons' affidavit *under penalty of perjury*, Rogich *never* testified that "the Rogich Trust retained its membership interest until January 1, 2013."¹⁵ If Mr. Simons had actually attached a copy of Rogich's testimony as opposed to submitting a misleading affidavit, the Reconsideration Motion would have reflected the following testimony, *which does not provide any basis for reconsideration.*

Q Now, this is the Eldorado Hills general ledger?

A Yes.

¹³ (Membership Interest Assignment Agreement, attached as Exhibit 2 (emphasis added).) This document was already authenticated in connection with the summary judgment briefing. (*See, e.g.*, Decl. of Sam Lionel, ¶ 7, Ex. 1 to Mot. for Summary Judgment, filed Feb. 23, 2018.)

¹⁴ (Aug. 10, 2012 check, attached as Exhibit 3.) This document was already authenticated in connection with the summary judgment briefing. (*See, e.g.*, Decl. of Sam Lionel, ¶ 9, Ex. 1 to Mot. for Summary Judgment, filed Feb. 23, 2018.)

¹⁵ Ex. 3 to Reconsideration Mot., ¶ 4.

1 Q Okay. Do you see under Capital, Rogich 2004 Family Irrevocable Trust? Do you see
2 that category?

3 A Where is that?

4 Q Right in the middle.

5 A Okay.

6 Q Do you see that?

7 A Yes.

8 Q Do you see as of December 31st, 2012 your interest in Eldorado Hills, LLC, is still
9 being shown as being an investment of \$3,679,901?

10 A I see that.

11 Q And do you see it as not until January 1st, 2003 -- 2013, that your interest in Eldorado
12 Hills, LLC, is zeroed out?

13 A Okay.

14 Q Do you know why your interest in the Eldorado Hills, LLC, does not take place--zeroing
15 out your interest does not take place until January 1st, 2013?

16 A I have no idea.

17 Q But that's what Eldorado Hills' general ledger demonstrates; right?

18 A I have never seen this before.

19 Q Okay. Well, it doesn't matter whether you have seen it or not. You understand how to
20 read a general ledger?

21 A I have never seen this.

22 Q You understand how to read a general ledger?

23 A I know how to read a general ledger.

24 Q So this general ledger for Eldorado Hills states that your interest in Eldorado Hills was
25 not zeroed out until January 1st, 2013; right?

26 A I don't -- I don't even know who prepared this general ledger.

27 Q It doesn't matter. That's what this document says, doesn't it?

28 A It might not be a general ledger. It might be something that--I don't know who produced

1 it or what. I have never seen it.

2 Q I'll tell you who produced it. You produced it.

3 A Okay. Good.

4 Q This is the general ledger for Eldorado Hills, LLC.

5 A All right.

6 Q And you're familiar with reading a general ledger?

7 A Yes.

8 Q And this general ledger for Eldorado Hills that you produced states that your interest in
9 Eldorado Hills, LLC, was not zeroed out until January 1st, 2013; right?

10 A That's what it says.¹⁶

11 IV. ARGUMENT

12 A. Legal Standard.

13 “Only in very rare instances in which new issues of fact or law are raised supporting a ruling
14 contrary to the ruling already reached should a motion for rehearing be granted.” *Moore v. City of*
15 *Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976). Reconsideration is ““an extraordinary
16 remedy, to be used sparingly in the interests of finality and conservation of judicial resources.””
17 *Kona Enterprises, Inc. v. Estate of Bishop*, 229 F.3d 877, 890 (9th Cir. 2000) (citing Moore's Federal
18 Practice § 59.30[4] (3d ed. 2000)).¹⁷ “[A] motion for reconsideration should not be granted, absent
19 highly unusual circumstances, unless the district court is presented with newly discovered evidence,
20 committed clear error, or if there is an intervening change in the controlling law.” *Id.* (citation
21 omitted); *see also Masonry and Tile Contractors Ass’n of Southern Nev. v. Jolly, Urga & Wirth,*
22 *Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (“A district court may reconsider a previously
23 decided issue if substantially different evidence is subsequently introduced or the decision is clearly
24 erroneous.”).

25
26 ¹⁶ Excerpts of Dep. Trans. of Sig Rogich, 182:14-184:22, attached as Exhibit 4.

27 ¹⁷ Federal cases interpreting rules of civil procedure are persuasive authority in Nevada courts. *Exec. Mgmt. Ltd.*
28 *v. Ticor 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)).

1 **B. Nanyah Possessed the Ledger Yet Failed to Submit it in Opposition to the Motion for**
2 **Summary Judgment.**

3 “Points or contentions not raised in the original hearing cannot be maintained or considered
4 on rehearing.” *Achrem v. Expressway Plaza Ltd. P’ship*, 112 Nev. 737, 742, 917 P.2d 447, 450
5 (1996); *accord Kona Enterprises*, 229 F.3d at 890 (“A Rule 59(e) motion may *not* be used to raise
6 arguments or present evidence for the first time when they could reasonably have been raised earlier
7 in the litigation.”) (emphasis in original).

8 [T]he purpose of a motion for reconsideration is to allow the parties to
9 present new evidence and/or arguments that ***could not have*** been
10 presented during the earlier adjudicated motion. Reconsideration is not
a device to relitigate old matters ***or to raise arguments or evidence that***
could and should have been brought during the earlier proceeding.

11 *Kamaka v. Goodsill Anderson Quinn & Stifel*, 176 P.3d 91, 103 (Hawai’i 2008) (citation omitted)
12 (emphasis added). In other words, “use it or lose it.”

13 The entire premise of the Reconsideration Motion is the Ledger. ***Nanyah has been in***
14 ***possession of the Ledger for approximately four years.*** Nanyah chose to omit the Ledger from its
15 Opposition to the Motion for Summary Judgment. It cannot be used now as a basis for
16 reconsideration. *See Pitzel v. Software and Inv. of Nevada*, 124 Nev. 1500, 238 P.3d 846, at *3
17 (2008) (“As these documents were not presented by Pitzel until the motion for reconsideration and
18 Pitzel failed to assert a reasonable explanation for his failure to submit them earlier, the district court
19 did not abuse its discretion in refusing to reconsider its partial summary judgment.”).¹⁸

20 Further, Rogich’s testimony is not new evidence. Rogich merely acknowledged the contents
21 of the Ledger which has been in Nanyah’s possession for approximately four years. He did not
22 provide any substantive testimony on this issue. And contrary to Mr. Simon’s misleading assertions
23 in his affidavit, ***Rogich never testified that the transfer did not occur until January 1, 2013.*** The
24 Reconsideration Motion should be denied in its entirety.

25
26
27
28 ¹⁸ The Nevada Supreme Court has repealed SCR 123—the prohibition against citation to unpublished Nevada Supreme Court opinions.

1 **C. The Ledger Does Not Prove That the Court Committed a Clear Error Regarding the**
2 **Dismissed Claims.**

3 Even assuming the Court permits the Reconsideration Motion to be heard on its merits
4 without any newly discovered evidence, Nanyah must still prove the Court committed a clear error
5 with respect to the Dismissed Claims. *See Masonry and Tile Contractors Ass’n of Southern Nev.*,
6 113 Nev. at 741, 941 P.2d at 489. “A finding of clear error requires a ‘definite and firm conviction
7 that a mistake has been committed.’” *U.S. v. Jasin*, 292 F.Supp.2d 670, 676 (E.D. Pa. 2003)
8 (citation omitted).

9 The Ledger does no such thing. The Ledger merely shows when Eldorado Hills’ accountant
10 or bookkeeper got around to zeroing out the Rogich Trust’s capital account. This notation in
11 Eldorado’s Quickbooks software was merely a matter of accounting practice. Many companies do
12 not update their financials or close their books until the end of the calendar year.¹⁹ The terms of the
13 Membership Interest Assignment Agreement and accompanying check undisputedly show that the
14 transfer occurred in August of 2012. There was absolutely no error with the Court’s finding that
15 “[t]he alleged transfer of the Eldorado Membership interest from the Rogich Trust to the Eliades
16 Trust occurred no later than September 2012.”²⁰ To be clear, Nanyah has not shown a “definite and
17 firm conviction that a mistake has been committed.” The Reconsideration Motion should be denied
18 in its entirety.

19 ///

20 ///

21 ///

22 ///

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24 ///

26 ¹⁹ The entirety of the Ledger, *which Nanyah failed to include*, is replete with end of year adjustments throughout
27 the life of Eldorado Hills. For example, with respect to Go Global, its capital account was not zeroed out until January 1,
2009, *even though it is undisputed that he transferred the entirety of his interest in Eldorado Hills in October of 2008.*
(Ex. 1, General Ledger, at SR002347.)

28 ²⁰ SJ Order, 2:12-13, filed May 22, 2018.

1 V. CONCLUSION

2 Nanyah already had its day in court. It failed to show there is a genuine issue of material fact
3 regarding accrual of the statute of limitations for the Dismissed Claims. And despite its disclosure
4 approximately four years ago, Nanyah failed to submit the Ledger which is supposedly the lynchpin
5 of its argument. Even if the Ledger is belatedly considered by this Court despite its prior omission,
6 it certainly does not indicate that this Court committed a clear error in the SJ Order. The
7 Reconsideration Motion should be denied in its entirety.

8 DATED this 21st day of June, 2018.

9 BAILEY ♦ KENNEDY

10
11 By: /s/ Joseph A. Liebman

12 DENNIS L. KENNEDY

13 JOSEPH A. LIEBMAN

14 *Attorneys for Defendants*

15 PETE ELIADES, THE ELIADES

16 SURVIVOR TRUST OF 10/30/08, TELD,

17 LLC and ELDORADO HILLS, LLC
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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 21st day of June, 2018, service of the foregoing **DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S MOTION TO RECONSIDER ORDER PARTIALLY GRANTING 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:

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 1

Exhibit 1

1 **RESP**

2 Samuel S. Lionel, NV Bar No. 1766
3 *slionel@lionelsawyer.com*
4 LIONEL SAWYER & COLLINS
5 300 South Fourth Street, Suite 1700
6 Las Vegas, Nevada 89101
7 Tel: (702) 383-8888
8 Fax: (702) 383-8845

9 *Attorneys for Defendant,*
10 *Eldorado Hills, LLC*

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

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

20 Plaintiffs,

21 v.

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

27 Defendants.

Case No.: A-13-686303-C

Dept. No.: XXVII

28 AND ALL RELATED MATTERS

29 **ELDORADO HILLS, LLC'S RESPONSES TO PLAINTIFF'S**
30 **FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

31 TO: Plaintiffs; and

32 TO: Mr. Brandon McDonald, their attorney of record.

1 DEFENDANT ELDORADO HILLS, LLC responds to Plaintiff's First Set of Requests
2 for Production as follows:

3 GENERAL OBJECTIONS

- 4 1. Defendant objects to Plaintiffs' request to the extent that they inquire into matters
5 protected by the attorney-client privilege, the work product doctrine, an/or any other
6 applicable privileges. Information subject to these privileges will not be disclosed.
7 2. Defendant objects to each and every definition, instruction, and request to the extent that
8 it imposes requirements beyond the scope permitted by the Nevada Rules of Civil
9 Procedure ("NRCP").
10 3. Defendant reserves the right to amend and/or supplement the information set forth in
11 these responses and the information sought pursuant to them.
12 4. Defendant's information provided in response to any request herein is not intended, nor
13 should it be construed, as an acceptance of, or agreement with, any of the
14 characterizations or purported descriptions of transactions or events contained in the
15 request(s).
16 5. In making these objections, Defendant does not in any way waive or intend to waive, but
17 rather preserve and intend to preserve;
18 a. all rights to object on any ground to the competency, relevancy, materiality, and
19 admissibility of any information that may be provided in response to the requests;
20 b. all rights to object on any ground to the use of any information that may be
21 provided in response to the requests, in any other proceeding, including the trial
22 of this or any other actions; and
23 c. all rights to object on any ground to any request for further responses to these or
24 any other discovery requests.
25 6. Defendant objects to the requests to the extent that the information sought are
26 unreasonably cumulative or duplicative or obtainable from other sources that are more
27 convenient, less burdensome, or less expensive.

1 7. Defendant objects to the Plaintiffs' interrogatory requests to the extent they are vague,
2 ambiguous, overly broad, unduly burdensome, seek irrelevant information or are not
3 calculated to lead to the discovery of admissible evidence.

4 8. Pursuant to NRCP 34(b), and subject to the Stipulation and Protective Order entered in
5 this case, and the General Objections and specific objections herein, Defendant reserves the
6 right to supplement, amend, modify or correct the responses.

7 These general objections are incorporated into every response. By responding to an
8 individual request, Defendant does not waive any general or specific objections.

9 **RESPONSES**

10 **REQUEST FOR PRODUCTION NO. 1:**

11 For Interrogatory No. 2 of Plaintiffs' First Set of Interrogatories, concurrently served
12 herein, produce all documents which you referred to, relied upon, consulted or used in any way
13 in answering such interrogatory.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

15 None.

16 **REQUEST FOR PRODUCTION NO. 2:**

17 For Interrogatory No. 3 of Plaintiffs' First Set of Interrogatories, concurrently served
18 herein, produce all documents which you referred to, relied upon, consulted or used in any way
19 in answering such interrogatory.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

21 None.

22 **REQUEST FOR PRODUCTION NO. 3:**

23 For Interrogatory No. 4 of Plaintiffs' First Set of Interrogatories, concurrently served
24 herein, produce all documents which you referred to, relied upon, consulted or used in any way
25 in answering such interrogatory.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

27 None.

1 **REQUEST FOR PRODUCTION NO. 4:**

2 For Interrogatory No. 5 of Plaintiffs' First Set of Interrogatories, concurrently served
3 herein, produce all documents which you referred to, relied upon, consulted or used in any way
4 in answering such interrogatory.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

6 None.

7 **REQUEST FOR PRODUCTION NO. 5:**

8 For Interrogatory No. 6 of Plaintiffs' First Set of Interrogatories, concurrently served
9 herein, produce all documents which you referred to, relied upon, consulted or used in any way
10 in answering such interrogatory.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

12 None.

13 **REQUEST FOR PRODUCTION NO. 6:**

14 For Interrogatory No. 7 of Plaintiffs' First Set of Interrogatories, Concurrently served
15 herein, produce all documents which you referred to, relied upon, consulted or used in any way
16 in answering such interrogatory.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

18 None.

19 **REQUEST FOR PRODUCTION NO. 7:**

20 For Interrogatory No. 8 of Plaintiffs' First Set of Interrogatories, Concurrently served
21 herein, produce all documents which you referred to, relied upon, consulted or used in any way
22 in answering such interrogatory.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

24 None.

25 **REQUEST FOR PRODUCTION NO. 8:**

26 For Interrogatory No. 9 of Plaintiffs' First Set of Interrogatories, Concurrently served
27 herein, produce all documents which you referred to, relied upon, consulted or used in any way
28 in answering such interrogatory.

1 RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

2 None.

3 REQUEST FOR PRODUCTION NO. 9:

4 For Interrogatory No. 10 of Plaintiffs' First Set of Interrogatories, Concurrently served
5 herein, produce all documents which you referred to, relied upon, consulted or used in any way
6 in answering such interrogatory.

7 RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

8 None.

9 REQUEST FOR PRODUCTION NO. 10:

10 For Interrogatory No. 11 of Plaintiffs' First Set of Interrogatories, Concurrently served
11 herein, produce all documents which you referred to, relied upon, consulted or used in any way
12 in answering such interrogatory.

13 RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

14 None.

15 REQUEST FOR PRODUCTION NO. 11:

16 For Interrogatory No. 12 of Plaintiffs' First Set of Interrogatories, Concurrently served
17 herein, produce all documents which you referred to, relied upon, consulted or used in any way
18 in answering such interrogatory.

19 RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

20 None.

21 REQUEST FOR PRODUCTION NO. 12:

22 For Interrogatory No. 13 of Plaintiffs' First Set of Interrogatories, Concurrently served
23 herein, produce all documents which you referred to, relied upon, consulted or used in any way
24 in answering such interrogatory.

25 RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

26 None.

27 REQUEST FOR PRODUCTION NO. 13:

28 Produce any and all QuickBooks files for the company from June 2008 to the present.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

2 Will be produced. See attached Bates Nos. SR002334-SR002360.

3 **REQUEST FOR PRODUCTION NO. 14:**

4 Produce any and all lease agreements you have with any persons or entities that use the
5 real property owned by Eldorado Hills, LLC.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

7 Objection. The Purchase Agreement provides that payments to Plaintiffs of a percentage
8 of Eldorado's profits, are payable from future distributions, if any. Distributed to The Rogich
9 Trust, as, when and if received by The Rogich Trust from Eldorado. Any lease agreement of
10 Eldorado is not relevant with respect to such distributions nor will such evidence reasonably lead
11 to the discovery of admissible evidence.

12 **REQUEST FOR PRODUCTION NO. 15:**

13 Produce any and all bank statements for accounts held by Eldorado Hills, LLC from June
14 2008 to the present.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

16 Objection. The Purchase Agreement provides that payments to Plaintiffs of a percentage
17 of Eldorado's profits, are payable from future distributions, if any. Distributed to The Rogich
18 Trust, as, when and if received by the Rogich Trust from Eldorado. The request for any and all
19 bank statements for accounts for Eldorado from June 2008 to the present are not relevant to any
20 possible distributions that may have occurred during such years nor is such evidence reasonably
21 calculated to lead to admissible evidence.

22 **REQUEST FOR PRODUCTION NO. 16:**

23 Produce evidence of any and all offers received for the purchase of the real property,
24 owned by Eldorado Hills, LLC, from 2009 to the present.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

26 Objection. The Purchase Agreement provides that payments to Plaintiffs of a percentage
27 of Eldorado's profits, are payable from future distributions, if any. Distributed to The Rogich
28 Trust, as, when and if received by the Rogich Trust from Eldorado. Offers from 2009 onward are

1 not relevant to such distributions nor will such evidence reasonably lead to the discovery of
2 admissible evidence.

3 **REQUEST FOR PRODUCTION NO. 17:**

4 If the Property is currently in escrow please produce any and all documents received from
5 the escrow company.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

7 Not in escrow.

8 **REQUEST FOR PRODUCTION NO. 18:**

9 If the real property was in escrow at any time from January 2011 to May 2014 please
10 produce any and all documents received from the respective escrow company(ies).

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

12 Not in escrow.

13 **REQUEST FOR PRODUCTION NO. 19:**

14 Please produce any an all documents authored by Eldorado Hills, LLC, its agents or
15 representatives that state or demonstrate that Nanyah Vegas, LLC has a membership interest in
16 Eldorado Hills.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

18 There are no such documents.

19 **REQUEST FOR PRODUCTION NO. 20:**

20 Please produce any and all documents evidencing any offers to purchase the property
21 held by Eldorado Hill, LLC from 2008 to present.

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RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

There are none.

DATED: July __, 2014.

LIONEL SAWYER & COLLINS

By: 
Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com

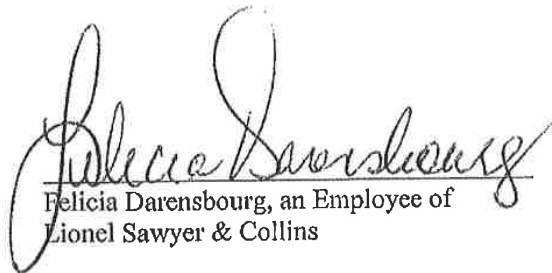
Attorneys for Defendant, Eldorado Hills, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of July, 2014, I deposited in the United States Mail in Las Vegas, Nevada a true and correct copy of the foregoing **DEFENDANTS' RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION TO ELDORADO HILLS** in an envelope upon which first class postage was paid, addressed to the following:

Brandon B. McDonald, Esq.
MCDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052

Attorney for the Plaintiffs


Felicia Darenbourg, an Employee of
Lionel Sawyer & Collins

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07/29/14

Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bank account (new)							
Check	12/07/2012	1618	Eldorado Hills		Mutual of Om...	2,153.12	2,153.12
Check	02/05/2013	1753	Eldorado Hills, LLC		Bank of Neva...	3,220.48	5,373.60
Total Bank account (new)						5,373.60	5,373.60
Bank of Nevada - Checking							
Check	05/10/2012	1608	Eldorado Hills, LLC	to fund new ...	Mutual of Om...	5,000.00	5,000.00
Bill Pmt - Check	07/31/2012	1750	Bradshaw, Smlth &...	Inv. #066876	Accounts Pay...	-4,015.00	985.00
Deposit	11/29/2012			Deposit	Rental Income	6,000.00	6,985.00
Bill Pmt - Check	12/03/2012	Direct...	Capitol Insurance	Conf. #50C0...	Accounts Pay...	-2,437.96	4,547.04
Bill Pmt - Check	12/17/2012		Gerety & Associates	VOID: Inv. #...	Accounts Pay...	0.00	4,547.04
Bill Pmt - Check	12/17/2012		Clark County Trea...	VOID: Parce...	Accounts Pay...	0.00	4,547.04
Bill Pmt - Check	01/01/2013	1752	Gerety & Associates		Accounts Pay...	-625.00	3,922.04
Bill Pmt - Check	01/28/2013	Direct...	Capitol Insurance	Policy #QX0...	Accounts Pay...	-701.66	3,220.48
Bill Pmt - Check	01/31/2013	1751	Gerety & Associates	VOID:	Accounts Pay...	0.00	3,220.48
Check	02/05/2013	1753	Eldorado Hills, LLC		Bank account...	-3,220.48	0.00
Total Bank of Nevada - Checking						0.00	0.00
City National							
Deposit	04/20/2009			Deposit	-SPLIT-	36,500.00	36,500.00
Deposit	05/12/2009			Deposit	Rental Income	12,500.00	49,000.00
Check	05/20/2009			Service Char...	Bank Service ...	-13.34	48,986.66
Bill Pmt - Check	06/02/2009	1001	Valtus Capital Group	Inv. #127	Accounts Pay...	-3,750.00	45,236.66
Deposit	06/05/2009			Deposit	Rental Income	12,600.00	57,736.66
General Journal	06/10/2009	1		debt settlem...	Kingston Mg...	130,671.50	188,408.16
Bill Pmt - Check	06/26/2009	1002	Cotton, Driggs Et Al.	Stalement #...	Accounts Pay...	-44,956.50	143,451.66
Bill Pmt - Check	07/08/2009	1007	NDEP-BWPC	Permlt #GU9...	Accounts Pay...	-300.00	143,151.66
Bill Pmt - Check	07/30/2009	1003	Kummer, Kaempfe...	Inv. #119348	Accounts Pay...	-5,247.69	137,903.97
Bill Pmt - Check	08/12/2009	1004	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-286.41	137,617.56
Bill Pmt - Check	08/12/2009	1005	NV Energy	3000241471...	Accounts Pay...	-1,692.03	135,925.53
Bill Pmt - Check	08/13/2009	1006	Clark County Trea...	Parcel #189...	Accounts Pay...	-14,487.25	121,438.28
Check	08/20/2009			Service Char...	Bank Service ...	-92.11	121,346.17
Bill Pmt - Check	08/26/2009	1008	LVVWD	Acct. #4518...	Accounts Pay...	-345.37	121,000.80
Bill Pmt - Check	08/26/2009	1015	Clark County Trea...	Parcel #189...	Accounts Pay...	-14,487.24	106,513.56
Bill Pmt - Check	08/26/2009	1016	Nevada Departme...	TID No. 010...	Accounts Pay...	-200.00	106,313.56
Bill Pmt - Check	08/26/2009	1017	Cotton, Driggs Et Al.	File No.: 080...	Accounts Pay...	-500.00	105,813.56
Deposit	08/27/2009			Deposit	-SPLIT-	1,637.97	107,451.53
Bill Pmt - Check	08/28/2009	1024	LVVWD	Acct. #4518...	Accounts Pay...	-1,027.77	106,423.76
Bill Pmt - Check	08/28/2009	1025	Martin Door Manuf...	Inv. #374789	Accounts Pay...	-2,668.00	103,755.76
Bill Pmt - Check	08/31/2009	1011	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-286.41	103,469.35
Bill Pmt - Check	08/31/2009	1012	Depo International	Inv. #2294D...	Accounts Pay...	-166.15	103,303.20
Bill Pmt - Check	08/31/2009	1013	LVVWD	Acct. #4518...	Accounts Pay...	-244.35	103,058.85
Bill Pmt - Check	08/31/2009	1014	NV Energy	3000241471...	Accounts Pay...	-1,444.85	101,614.00
Bill Pmt - Check	09/10/2009	1010	DAQEM		Accounts Pay...	-652.00	101,062.00
Check	09/16/2009	1018	Antonio Nevada		Contributions ...	-50,000.00	51,062.00
Deposit	09/16/2009			Deposit	Contributions ...	50,000.00	101,062.00
Bill Pmt - Check	09/23/2009	1019	Cotton, Driggs Et Al.	Statement #...	Accounts Pay...	-22,631.27	78,430.73
Bill Pmt - Check	09/29/2009	1020	Gerety & Associates	Inv. #6365	Accounts Pay...	-5,000.00	73,430.73
Bill Pmt - Check	09/30/2009	1021	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.21	73,287.52
Bill Pmt - Check	09/30/2009	1022	Gerety & Associates	Inv. #6347	Accounts Pay...	-2,000.00	71,287.52
Bill Pmt - Check	09/30/2009	1023	NV Energy	3000241471...	Accounts Pay...	-1,585.83	69,701.69
Bill Pmt - Check	10/02/2009	1027	Priority Business C...	Inv. #50260	Accounts Pay...	-112.80	69,588.89
Bill Pmt - Check	10/22/2009	1026	Cotton, Driggs Et Al.	Statement N...	Accounts Pay...	-11,122.75	58,466.14
Bill Pmt - Check	10/29/2009	1028	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	58,322.94
Bill Pmt - Check	10/29/2009	1029	NV Energy	3000241471...	Accounts Pay...	-1,173.90	57,149.04
Bill Pmt - Check	11/18/2009	1030	LVVWD	Acct. #4518...	Accounts Pay...	-631.33	56,517.71
Bill Pmt - Check	11/18/2009	1031	McFadden Insuran...	Eldorado Hills	Accounts Pay...	-1,402.65	55,115.06
Check	11/30/2009			Service Char...	Bank Service ...	-2.09	55,112.97
Bill Pmt - Check	12/01/2009	1032	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	54,969.77
Bill Pmt - Check	12/01/2009	1033	NV Energy	3000241471...	Accounts Pay...	-1,012.09	53,957.68
Bill Pmt - Check	12/15/2009	1034	Clark County Trea...	Parcel #189...	Accounts Pay...	-14,483.41	39,474.27
Bill Pmt - Check	12/15/2009	1036	LVVWD	Acct. #4518...	Accounts Pay...	-138.27	39,336.00
Bill Pmt - Check	12/22/2009	1036	Cotton, Driggs Et Al.	Statement N...	Accounts Pay...	-6,303.00	33,033.00
Bill Pmt - Check	12/24/2009	1037	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	32,889.80
Bill Pmt - Check	12/24/2009	1038	LVVWD	Acct. #4518...	Accounts Pay...	-371.53	32,518.27
Bill Pmt - Check	12/24/2009	1039	NV Energy	3000241471...	Accounts Pay...	-1,162.77	31,355.50
Bill Pmt - Check	01/07/2010		Gerety & Associates	VOID: Inv. #...	Accounts Pay...	0.00	31,355.50
Check	01/21/2010	1040	Eldorado Hills, LLC		Miscellaneous	-25,000.00	6,355.50
Check	01/31/2010			Service Char...	Bank Service ...	-10.77	6,344.73

Page 1

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07/29/14

Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	02/09/2010	1041	Eldorado Hills		Miscellaneous	-4,500.00	1,844.73
Check	02/28/2010			Service Char...	Bank Service ...	-11.20	1,833.53
Check	02/28/2010			Service Char...	Bank Service ...	-15.28	1,818.25
Deposit	03/08/2010	3015...	City National Bank	to close acc...	Mutual of Om...	-1,818.25	0.00
Total City National						0.00	0.00
Mutual of Omaha							
Deposit	01/21/2010			Deposit	Miscellaneous	25,000.00	25,000.00
Bill Pmt -Check	01/28/2010	1500	Gerety & Associates	Inv. #8846	Accounts Pay...	-1,100.00	23,900.00
Bill Pmt -Check	01/28/2010	1501	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-12,061.08	11,838.92
Bill Pmt -Check	01/30/2010	1502	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	11,695.72
Bill Pmt -Check	01/30/2010	1503	Clark County Trea...	VOID: Parce...	Accounts Pay...	0.00	11,695.72
Bill Pmt -Check	01/30/2010	1504	LVVWD	Acct. #4518...	Accounts Pay...	-229.47	11,466.25
Bill Pmt -Check	01/30/2010	1505	NV Energy	3000241471...	Accounts Pay...	-1,139.04	10,327.21
Deposit	02/09/2010			Deposit	Miscellaneous	4,500.00	14,827.21
Bill Pmt -Check	03/02/2010	1512	Clark County Trea...	Parcel #189...	Accounts Pay...	-14,483.41	343.80
Bill Pmt -Check	03/02/2010	1513	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-12,766.00	-12,422.20
Deposit	03/08/2010			Deposit	City National	1,818.25	-10,603.95
Bill Pmt -Check	03/17/2010	1507	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	-10,747.15
Bill Pmt -Check	03/17/2010	1508	Gerety & Associates	Inv. #7138	Accounts Pay...	-225.00	-10,972.15
Bill Pmt -Check	03/17/2010	1509	LVVWD	Acct. #4518...	Accounts Pay...	-249.36	-11,221.51
Bill Pmt -Check	03/17/2010	1508	NV Energy	3000241471...	Accounts Pay...	-1,585.03	-12,786.54
Bill Pmt -Check	03/29/2010	1510	LVVWD	Acct. #4518...	Accounts Pay...	-215.21	-13,001.75
Bill Pmt -Check	03/29/2010	1511	NV Energy	3000241471...	Accounts Pay...	-992.89	-13,994.64
General Journal	04/08/2010	2		to cover ope...	Rogich 2004 ...	18,000.00	2,005.36
Deposit	04/09/2010			Deposit	Ellades Famil...	24,000.00	26,005.36
Bill Pmt -Check	04/21/2010	1514	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	25,862.16
Bill Pmt -Check	04/23/2010	1515	DAQEM		Accounts Pay...	-138.00	25,724.16
Bill Pmt -Check	04/26/2010	1517	Clark County Trea...	Parcel #189...	Accounts Pay...	-673.36	25,150.80
Bill Pmt -Check	04/27/2010	1518	NV Energy	3000241471...	Accounts Pay...	-1,037.88	24,112.92
Bill Pmt -Check	04/27/2010	1519	Colton, Driggs Et Al.	Eldorado Hill...	Accounts Pay...	-395.00	23,717.92
Bill Pmt -Check	05/07/2010	1516	DAQEM		Accounts Pay...	-414.00	23,303.92
Bill Pmt -Check	05/07/2010	1520	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-6,000.00	17,303.92
Bill Pmt -Check	05/13/2010	1521	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-288.41	17,017.51
Bill Pmt -Check	05/13/2010	1522	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-5,000.00	12,017.51
Bill Pmt -Check	05/20/2010	1523	LVVWD	Acct. #4518...	Accounts Pay...	-223.78	11,793.73
Bill Pmt -Check	05/27/2010	1524	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-2,000.00	9,793.73
Bill Pmt -Check	05/29/2010	1525	NV Energy	3000241471...	Accounts Pay...	-1,079.26	8,714.47
Bill Pmt -Check	05/31/2010	1526	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	8,571.27
Bill Pmt -Check	06/23/2010	1527	LVVWD	Acct. #4518...	Accounts Pay...	-790.61	7,780.66
Bill Pmt -Check	06/23/2010	1528	NDEP-BWPC	Permit #GU9...	Accounts Pay...	-300.00	7,480.66
Bill Pmt -Check	06/24/2010	1529	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-2,000.00	5,480.66
Bill Pmt -Check	06/30/2010	1530	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	5,337.46
Bill Pmt -Check	06/30/2010	1531	NV Energy	3000241471...	Accounts Pay...	-1,677.74	3,659.72
Bill Pmt -Check	07/27/2010	1532	LVVWD	Acct. #4518...	Accounts Pay...	-1,432.78	2,226.94
Bill Pmt -Check	08/12/2010	1533	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	2,083.74
Bill Pmt -Check	08/12/2010	1534	LVVWD	Acct. #4518...	Accounts Pay...	-1,235.77	847.97
Bill Pmt -Check	08/23/2010	1535	Colton, Driggs Et Al.		Accounts Pay...	-700.00	147.97
Bill Pmt -Check	09/14/2010	1536	Clark County Trea...		Accounts Pay...	-29,393.41	-29,245.44
Deposit	10/20/2010			Deposit	Ellades Famil...	47,968.68	18,723.24
Bill Pmt -Check	10/21/2010	1537	Boulder Disposal		Accounts Pay...	-286.40	18,436.84
Bill Pmt -Check	10/21/2010	1538	McFadden Insuran...	Inv. #238851	Accounts Pay...	-3,046.35	15,390.49
Bill Pmt -Check	10/21/2010	1539	NV Energy		Accounts Pay...	-5,636.76	9,753.73
Bill Pmt -Check	10/21/2010		Gerety & Associates	VOID: Inv. #...	Accounts Pay...	0.00	9,753.73
Bill Pmt -Check	10/21/2010	1540	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-2,640.00	7,113.73
Check	10/26/2010	1541	Clark County Depa...		Miscellaneous	-30.00	7,083.73
Bill Pmt -Check	11/15/2010	1542	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	6,940.53
Bill Pmt -Check	11/15/2010	1543	LVVWD	Acct. #4518...	Accounts Pay...	-372.45	6,568.08
Bill Pmt -Check	11/15/2010	1544	NV Energy	3000241471...	Accounts Pay...	-658.44	5,909.64
Bill Pmt -Check	11/15/2010	1545	Clark County Trea...	Parcel #189...	Accounts Pay...	-1,440.42	4,469.22
Deposit	11/17/2010			Deposit	Ellades Famil...	704.45	5,173.67
Bill Pmt -Check	11/17/2010	1546	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-3,000.00	2,173.67
Bill Pmt -Check	11/17/2010	1547	McFadden Insuran...	Eldorado Hill...	Accounts Pay...	-3,987.68	-1,814.01
General Journal	11/29/2010	17		monthly oper...	Rogich 2004 ...	4,000.00	2,185.99
Bill Pmt -Check	12/16/2010	1548	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	2,042.79
Bill Pmt -Check	12/16/2010	1549	LVVWD	Acct. #4518...	Accounts Pay...	-235.34	1,807.45
Bill Pmt -Check	12/16/2010	1550	NV Energy	3000241471...	Accounts Pay...	-638.12	1,169.33
General Journal	12/16/2010	18		monthly oper...	Rogich 2004 ...	4,200.00	5,369.33
Bill Pmt -Check	12/16/2010	1551	Gerety & Associates	Inv. #8660	Accounts Pay...	-4,200.00	1,169.33

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	12/17/2010			Deposit	Ellades Famil...	3,002.60	4,171.93
Bill Pmt - Check	12/21/2010	1552	Clark County Trea...	Parcel #189...	Accounts Pay...	-14,401.29	-10,229.36
Deposit	12/21/2010			Deposit	Miscellaneous	30.00	-10,199.36
General Journal	12/23/2010	19		monthly oper...	Rogich 2004 ...	15,000.00	4,800.64
Deposit	01/12/2011			Deposit	Ellades Famil...	673.09	5,473.73
Bill Pmt - Check	01/13/2011	1553	NV Energy	3000241471...	Accounts Pay...	-560.73	4,913.00
Bill Pmt - Check	01/18/2011	1554	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-286.41	4,626.59
Bill Pmt - Check	01/18/2011	1555	LVVWD	Acct. #4518...	Accounts Pay...	-274.66	4,351.93
Bill Pmt - Check	02/07/2011	1558	Clark County Trea...	Parcel #189...	Accounts Pay...	-14,401.29	-10,049.36
Bill Pmt - Check	02/11/2011	1556	NV Energy	3000241471...	Accounts Pay...	-438.13	-10,487.49
Bill Pmt - Check	02/22/2011	1557	LVVWD	Acct. # 4518...	Accounts Pay...	-285.82	-10,773.31
Deposit	02/24/2011			Deposit	-SPLIT-	6,734.37	-4,038.94
Deposit	02/24/2011			VOID: Deposit	Ellades Famil...	0.00	-4,038.94
General Journal	03/01/2011	37			Rogich 2004 ...	5,000.00	961.06
Bill Pmt - Check	03/08/2011	1559	NV Energy	Acct. #3000...	Accounts Pay...	-673.69	287.37
Bill Pmt - Check	03/08/2011	1560	Gerety & Associates	Inv. #8660	Accounts Pay...	-6,300.00	-6,012.63
General Journal	03/08/2011	38			Rogich 2004 ...	7,000.00	987.37
Deposit	03/11/2011			Deposit	Ellades Famil...	404.21	1,391.58
Bill Pmt - Check	03/15/2011	1561	Boulder Disposal	Cust. # 30- 8...	Accounts Pay...	-143.20	1,248.38
Bill Pmt - Check	03/16/2011	1562	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-6,078.00	-4,829.62
General Journal	03/15/2011	40			Rogich 2004 ...	6,000.00	1,170.38
Deposit	03/16/2011			Deposit	Ellades Famil...	133.37	1,303.75
Bill Pmt - Check	03/17/2011	1563	LVVWD	Acct. #4518...	Accounts Pay...	-79.08	1,224.67
Bill Pmt - Check	03/17/2011	1564	Gerety & Associates	Inv. #9418	Accounts Pay...	-5,315.00	-4,090.33
Bill Pmt - Check	03/17/2011	1565	Colton, Driggs Et Al.	Retainer for ...	Accounts Pay...	-10,000.00	-14,090.33
General Journal	03/17/2011	41			Rogich 2004 ...	20,000.00	5,909.67
Bill Pmt - Check	04/07/2011	1566	NV Energy	Acct. #3000...	Accounts Pay...	-753.24	5,156.43
Bill Pmt - Check	04/12/2011	1567	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-145.41	5,011.02
Deposit	04/19/2011			Deposit	Ellades Famil...	413.94	5,424.96
Bill Pmt - Check	04/27/2011	1568	LVVWD	Accounts Pay...	Accounts Pay...	-1,361.48	4,063.48
Bill Pmt - Check	04/30/2011	1571	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-145.41	3,918.07
Check	05/06/2011	1569	DAQEM	Dust Control...	License & Per...	-660.00	3,358.07
Bill Pmt - Check	05/10/2011	1570	NV Energy	Acct. #3000...	Accounts Pay...	-639.99	2,718.08
Deposit	05/10/2011			Deposit	Ellades Famil...	336.00	3,054.08
Bill Pmt - Check	05/31/2011	1572	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-145.41	2,908.67
Bill Pmt - Check	06/07/2011	1573	LVVWD	Acct. #4518...	Accounts Pay...	-356.28	2,552.39
Bill Pmt - Check	06/07/2011	1574	NV Energy	Acct. #3000...	Accounts Pay...	-625.07	1,927.32
Bill Pmt - Check	06/14/2011	1575	NDEP-BWPC	Permit #GU9...	Accounts Pay...	-300.00	1,627.32
Deposit	06/20/2011			Deposit	Ellades Famil...	1,413.38	3,040.70
Bill Pmt - Check	07/15/2011	1576	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-145.41	2,895.29
Bill Pmt - Check	07/15/2011	1577	LVVWD	Acct. #4518...	Accounts Pay...	-588.79	2,306.50
Bill Pmt - Check	07/15/2011	1578	NV Energy	Acct. #3000...	Accounts Pay...	-770.82	1,535.68
Deposit	07/29/2011			Deposit	Ellades Famil...	676.06	2,211.74
Bill Pmt - Check	08/10/2011	1579	Colton, Driggs Et Al.	Accounts Pay...	Accounts Pay...	-10,000.00	-7,788.26
General Journal	08/10/2011	43			Rogich 2004 ...	10,000.00	2,211.74
Bill Pmt - Check	08/24/2011	1580	Clark County Trea...	Parcel #189...	Accounts Pay...	-15,308.56	-13,096.82
Bill Pmt - Check	08/24/2011	1581	LVVWD	Acct. #4518...	Accounts Pay...	-1,741.66	-14,838.48
Bill Pmt - Check	08/24/2011	1582	NV Energy	VOID: Acct. ...	Accounts Pay...	0.00	-14,838.48
Check	08/24/2011	Direct...	NV Energy	July & August	Utilities	-990.77	-15,829.25
Bill Pmt - Check	08/31/2011	1583	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-290.82	-16,120.07
Deposit	09/01/2011			Deposit	-SPLIT-	38,491.96	22,371.89
Bill Pmt - Check	09/01/2011	1584	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-2,000.00	20,371.89
Bill Pmt - Check	09/22/2011	1585	Clark County Trea...	Parcel #189...	Accounts Pay...	-15,920.90	4,450.99
Bill Pmt - Check	09/27/2011	1586	Gerety & Associates	Inv. #10675	Accounts Pay...	-6,250.00	-1,799.01
Bill Pmt - Check	10/11/2011	1587	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-2,000.00	-3,799.01
Bill Pmt - Check	10/11/2011	1588	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-145.41	-3,944.42
General Journal	10/11/2011	44			Rogich 2004 ...	4,000.00	55.58
Bill Pmt - Check	10/27/2011	1589	LVVWD	Acct. #4518...	Accounts Pay...	-593.68	-538.10
Bill Pmt - Check	10/27/2011	1590	NV Energy	Acct. #3000...	Accounts Pay...	-819.59	-1,357.69
Bill Pmt - Check	10/28/2011	1591	Colton, Driggs Et Al.	Statement N...	Accounts Pay...	-2,600.00	-3,857.69
General Journal	10/28/2011	45			Rogich 2004 ...	5,000.00	1,142.31
Bill Pmt - Check	10/31/2011	1595	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-145.41	996.90
Bill Pmt - Check	11/11/2011	1592	LVVWD	Acct. #4518...	Accounts Pay...	-304.26	692.64
Bill Pmt - Check	11/11/2011	1593	NV Energy	Acct. #3000...	Accounts Pay...	-688.81	3.83
Bill Pmt - Check	11/18/2011	1594	Capitol Insurance	Policy #QX0...	Accounts Pay...	-8,215.00	-8,211.17
General Journal	11/18/2011	46			Rogich 2004 ...	15,000.00	6,788.83
Bill Pmt - Check	11/20/2011	1597	Colton, Driggs Et Al.	Accounts Pay...	Accounts Pay...	-5,416.78	1,372.05
Bill Pmt - Check	11/29/2011	1598	LVVWD	Acct. #4518...	Accounts Pay...	-206.17	1,165.88
Bill Pmt - Check	11/29/2011	1599	NV Energy	Acct. #3000...	Accounts Pay...	-713.81	452.07

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	11/30/2011	1600	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-145.41	308.66
Bill Pmt -Check	12/19/2011	1696	Colton, Driggs Et Al.	Do Wall Bul...	Accounts Pay...	-3,830.00	-3,523.34
General Journal	12/30/2011	47			Rogich 2004 ...	3,500.00	-23.34
General Journal	01/04/2012	48			Rogich 2004 ...	5,000.00	4,976.66
Deposit	01/26/2012			Deposit	Ellades Famil...	3,958.27	8,932.93
Bill Pmt -Check	01/26/2012	1601	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-145.41	8,787.52
Bill Pmt -Check	01/26/2012	1602	LVVWD	Acct. #4518...	Accounts Pay...	-340.62	8,446.90
Bill Pmt -Check	01/26/2012	1603	NV Energy	Acct. #3000...	Accounts Pay...	-834.65	7,612.25
Bill Pmt -Check	02/02/2012	1604	Clark County Trea...	Parcel #189...	Accounts Pay...	-15,308.58	-7,696.33
General Journal	02/15/2012	49			Rogich 2004 ...	8,000.00	303.67
Bill Pmt -Check	04/20/2012	1605	Clark County Trea...	Parcel #189...	Accounts Pay...	-15,308.58	-15,004.91
General Journal	04/24/2012	50		January, Feb...	Rental Income	24,000.00	8,995.09
Bill Pmt -Check	04/26/2012	1606	Clark County Trea...	Parcel #189...	Accounts Pay...	-1,409.21	7,585.88
Bill Pmt -Check	04/26/2012	1607	Gerety & Associates	Inv. #12098	Accounts Pay...	-175.00	7,410.88
Check	05/10/2012	1608	Eldorado Hills, LLC		Bank of Neva...	-5,000.00	2,410.88
Bill Pmt -Check	06/06/2012	1609	NDEP-BWPC	Permit #GU9...	Accounts Pay...	-300.00	2,110.88
Bill Pmt -Check	07/18/2012	1610	Gerety & Associates	Inv. #12286	Accounts Pay...	-825.00	1,285.88
Bill Pmt -Check	07/18/2012	1611	Priority Business C...	Inv. #58542	Accounts Pay...	-74.59	1,211.29
General Journal	07/25/2012	51		April, May, J...	Rental Income	18,000.00	19,211.29
Check	07/26/2012	1612	Hard Core Concrete	Final Settle...	Bldg Improve...	-4,750.00	14,461.29
Bill Pmt -Check	07/30/2012	1613	Colton, Driggs Et Al.		Accounts Pay...	-1,330.00	13,131.29
Check	07/30/2012	1614	Colton, Driggs Et Al.	Retainer	Legal Fees	-5,000.00	8,131.29
Bill Pmt -Check	08/18/2012	1615	Clark County Trea...	Parcel #189...	Accounts Pay...	-16,288.31	-8,157.02
General Journal	08/21/2012	52		Pro Gun Clu...	Rental Income	12,000.00	3,842.98
Bill Pmt -Check	10/23/2012	1617	Clark County Trea...	Parcel #189...	Accounts Pay...	-16,939.86	-13,096.88
Bill Pmt -Check	10/25/2012	1616	Gerety & Associates	Inv. #12679	Accounts Pay...	-2,760.00	-15,846.88
General Journal	10/30/2012	53		Pro Gub Clu...	Rental Income	18,000.00	2,153.12
Check	12/07/2012	1618	Eldorado Hills		Bank account...	-2,153.12	0.00
Total Mutual of Omaha						0.00	0.00
Accounts Receivable							0.00
Total Accounts Receivable							0.00
Undistributed							0.00
Total Undistributed							0.00
A/D-Gun Club							
General Journal	12/31/2009	32		Gerety A/E L...	A/D-Warehouse	-25,641.00	-25,641.00
General Journal	12/31/2009	35		Gerety A/E L...	-SPLIT-	-58,770.00	-84,411.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	84,411.00	0.00
Total A/D-Gun Club						0.00	0.00
A/D-Gun Club Eddyline							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-91.00	-91.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	-42.00	-133.00
Total A/D-Gun Club Eddyline						-133.00	-133.00
A/D-Gun Club Ray Fam Tr							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-510.00	-510.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	-231.00	-741.00
Total A/D-Gun Club Ray Fam Tr						-741.00	-741.00
A/D-Gun Club Rog 04 IRT							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-12,821.00	-12,821.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	-1,407.00	-14,228.00
Total A/D-Gun Club Rog 04 IRT						-14,228.00	-14,228.00
A/D-Gun Club Rog 04 IRT (ROA)							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-313,595.00	-313,595.00
Total A/D-Gun Club Rog 04 IRT (ROA)						-313,595.00	-313,595.00
A/D-Gun Club Teld							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-19,786.00	-19,786.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	-2,171.00	-21,957.00
Total A/D-Gun Club Teld						-21,957.00	-21,957.00

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
A/D-Gun Club Teld (ROA)							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-483,943.00	-483,943.00
Total A/D-Gun Club Teld (ROA)						-483,943.00	-483,943.00
A/D-Warehouse							
General Journal	12/31/2009	32		Gerely AJE t...	-SPLIT-	-170,539.00	-170,539.00
General Journal	12/31/2009	35		Gerely AJE t...	A/D-Gun Club	-390,821.00	-561,360.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	561,360.00	0.00
Total A/D-Warehouse						0.00	0.00
A/D-Warehouse Eddyline							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-607.00	-607.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	-275.00	-882.00
Total A/D-Warehouse Eddyline						-882.00	-882.00
A/D-Warehouse Other							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-94.00	-94.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	-68.00	-162.00
Total A/D-Warehouse Other						-162.00	-162.00
A/D-Warehouse Ray Fam Tr							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-3,390.00	-3,390.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	-9,352.00	-12,742.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	-1,535.00	-14,277.00
Total A/D-Warehouse Ray Fam Tr						-14,277.00	-14,277.00
A/D-Warehouse Rog 04 IRT							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-85,265.00	-85,265.00
Total A/D-Warehouse Rog 04 IRT						-85,265.00	-85,265.00
A/D-Warehouse Rog 04 IRT (ROA)							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-2,085,409.00	-2,085,409.00
Total A/D-Warehouse Rog 04 IRT (ROA)						-2,085,409.00	-2,085,409.00
A/D-Warehouse Teld							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-131,581.00	-131,581.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	-14,432.00	-146,013.00
Total A/D-Warehouse Teld						-146,013.00	-146,013.00
A/D-Warehouse Teld (ROA)							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-3,218,224.00	-3,218,224.00
Total A/D-Warehouse Teld (ROA)						-3,218,224.00	-3,218,224.00
Bldg Improvements-Whse							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	2,667.50	2,667.50
Check	07/26/2012	1612	Hard Core Concrete	final settlem...	Mutual of Om...	4,750.00	7,417.50
Total Bldg Improvements-Whse						7,417.50	7,417.50
Building-Gun Club							
General Journal	12/31/2009	33		Gerely AJE t...	Building-Ware...	1,000,000.00	1,000,000.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-1,000,000.00	0.00
Total Building-Gun Club						0.00	0.00
Building-Warehouse							
General Journal	12/31/2009	28		Gerely AJE t...	Repairs	2,668.00	2,668.00
General Journal	12/31/2009	33		Gerely AJE t...	-SPLIT-	6,652,668.00	6,652,668.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-6,652,668.00	0.00
Total Building-Warehouse						0.00	0.00
Closing Costs - Eldorado Hills							
Deposit	10/29/2008			Account Ope...	Opening Bal ...	680,496.00	680,496.00
General Journal	01/01/2009	3		Gerely AJE	Land-Boulder ...	-680,496.00	0.00
Total Closing Costs - Eldorado Hills						0.00	0.00
Gun Club-Eddyline							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	1,611.00	1,611.00
Total Gun Club-Eddyline						1,611.00	1,611.00

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Gun Club-Ray Fam Tr							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	9,003.00	9,003.00
Total Gun Club-Ray Fam Tr						9,003.00	9,003.00
Gun Club-Rog 04 IRT							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	54,847.00	54,847.00
Total Gun Club-Rog 04 IRT						54,847.00	54,847.00
Gun Club-Rog 04 IRT (ROA)							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	313,595.00	313,595.00
Total Gun Club-Rog 04 IRT (ROA)						313,595.00	313,595.00
Gun Club-Teld							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	84,640.00	84,640.00
Total Gun Club-Teld						84,640.00	84,640.00
Gun Club-Teld (ROA)							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	483,943.00	483,943.00
Total Gun Club-Teld (ROA)						483,943.00	483,943.00
Land-Boulder Hwy							
General Journal	10/29/2008	4		Account Ope...	Opening Bal ...	22,000,000.00	22,000,000.00
General Journal	01/01/2009	3		Gerety AJE	-SPLIT-	446,701.20	22,446,701.20
General Journal	12/31/2009	33		Gerety AJE L...	Building-Ware...	-7,650,000.00	14,796,701.20
General Journal	12/31/2009	36		Gerety AJE L...	Land Improve...	3,824.44	14,800,625.64
General Journal	12/31/2010	50		2010 adjust...	-SPLIT-	-14,800,625.64	0.00
Total Land-Boulder Hwy						0.00	0.00
Land-Gun Club							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	2,487,965.22	2,487,965.22
Total Land-Gun Club						2,487,965.22	2,487,965.22
Land-Warehouse							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	16,650,228.78	16,650,228.78
Total Land-Warehouse						16,650,228.78	16,650,228.78
Land - Eddylne 704(c) adj							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-32,588.00	-32,588.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	32,588.00	0.00
Total Land - Eddylne 704(c) adj						0.00	0.00
Land - Ray Trust 704(c) adj							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-186,856.00	-186,856.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	186,856.00	0.00
Total Land - Ray Trust 704(c) adj						0.00	0.00
Land - Roglich FIT 704(c) adj							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	1,688,562.00	1,688,562.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-1,688,562.00	0.00
Total Land - Roglich FIT 704(c) adj						0.00	0.00
Land - Teld, LLC 704(c) adj							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	582,424.00	582,424.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-582,424.00	0.00
Total Land - Teld, LLC 704(c) adj						0.00	0.00
Land Improvements/Cap Costs							
Deposit	10/29/2008			Account Ope...	Opening Bal ...	4,032,891.68	4,032,891.68
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-4,028,967.24	3,924.44
General Journal	12/31/2009	36		Gerety AJE L...	Land-Boulder ...	-3,924.44	0.00
Total Land Improvements/Cap Costs						0.00	0.00
Warehouse-Eddylne							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	10,712.00	10,712.00
Total Warehouse-Eddylne						10,712.00	10,712.00

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Warehouse-Ray Fam Tr							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	59,867.00	59,867.00
Total Warehouse-Ray Fam Tr						59,867.00	59,867.00
Warehouse-Rog 04 IRT							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	364,731.00	364,731.00
Total Warehouse-Rog 04 IRT						364,731.00	364,731.00
Warehouse-Rog 04 IRT (ROA)							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	2,085,409.00	2,085,409.00
Total Warehouse-Rog 04 IRT (ROA)						2,085,409.00	2,085,409.00
Warehouse-Teld							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	562,857.00	562,857.00
Total Warehouse-Teld						562,857.00	562,857.00
Warehouse-Teld (ROA)							
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	3,218,224.00	3,218,224.00
Total Warehouse-Teld (ROA)						3,218,224.00	3,218,224.00
Loan Costs - net of accum amort							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	4,133.00	4,133.00
General Journal	12/31/2009	26		Gerety AJE l...	Amortization ...	-4,133.00	0.00
General Journal	12/31/2009	27		Gerety AJE l...	Escrow fees	7,004.50	7,004.50
General Journal	12/31/2009	30		Gerety AJE l...	Amortization ...	-175.11	6,829.39
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-351.00	6,478.39
General Journal	12/31/2011	56		Amortize loa...	Amortization ...	-360.23	6,128.16
Total Loan Costs - net of accum amort						6,128.16	6,128.16
Utility Deposits							
General Journal	12/31/2009	21		Gerety AJE l...	Misc. Income	5,000.00	5,000.00
Total Utility Deposits						5,000.00	5,000.00
Accounts Payable							
General Journal	01/01/2009	3	Various	Gerety AJE	Land-Boulder ...	26,827.74	26,827.74
Bill	06/02/2009	127	Vallus Capital Group	Inv. #127	Professional ...	-3,760.00	23,077.74
Bill Pmt -Check	06/02/2009	1001	Vallus Capital Group	Inv. #127	City National	3,760.00	26,827.74
Bill	06/26/2009	335676	Colton, Driggs Et Al.	Statement #...	Legal Fees	-44,956.50	-18,128.76
Bill Pmt -Check	06/26/2009	1002	Colton, Driggs Et Al.	Statement #...	City National	44,956.50	26,827.74
Bill	07/08/2009	GU92...	NDEP-BWPC	Permit #GU9...	Licenses & P...	-300.00	26,527.74
Bill Pmt -Check	07/08/2009	1007	NDEP-BWPC	Permit #GU9...	City National	300.00	26,827.74
Bill	07/15/2009	119348	Kummer, Kaempfe...	Inv. #119348	Legal Fees	-5,247.69	21,580.05
Bill	07/27/2009	4518...	LVVWD	Acct. #4518...	Utilities	-345.37	21,234.68
Bill Pmt -Check	07/30/2009	1003	Kummer, Kaempfe...	Inv. #119348	City National	5,247.69	26,482.37
Bill	07/30/2009	0024...	NV Energy	3000241471...	Utilities	-1,692.03	24,790.34
Bill	07/31/2009	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-286.41	24,503.93
Bill Pmt -Check	08/12/2009	1004	Boulder Disposal	Cust. #30-89 0	City National	286.41	24,790.34
Bill Pmt -Check	08/12/2009	1005	NV Energy	3000241471...	City National	1,692.03	26,482.37
Bill	08/13/2009	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-14,487.25	11,995.12
Bill	08/13/2009	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-14,487.24	-2,492.12
Bill	08/13/2009	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-14,483.41	-16,975.53
Bill	08/13/2009	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-14,483.41	-31,458.94
Bill Pmt -Check	08/13/2009	1006	Clark County Trea...	Parcel #189...	City National	14,487.25	-16,971.69
Bill Pmt -Check	08/25/2009	1008	LVVWD	Acct. #4518...	City National	345.37	-16,626.32
Bill	08/25/2009	4518...	LVVWD	Acct. #4518...	Utilities	-244.36	-16,870.67
Bill	08/25/2009	342691	Colton, Driggs Et Al.	Statement #...	Legal Fees	-22,631.27	-39,501.94
Bill	08/25/2009	0801...	Colton, Driggs Et Al.	File No.: 080...	Legal Fees	-500.00	-40,001.94
Bill	08/25/2009	010-1...	Nevada Departme...	TID No. 010...	Licenses & P...	-200.00	-40,201.94
Bill Pmt -Check	08/25/2009	1015	Clark County Trea...	Parcel #189...	City National	14,487.24	-25,714.70
Bill Pmt -Check	08/25/2009	1016	Nevada Departme...	TID No. 010...	City National	200.00	-25,514.70
Bill Pmt -Check	08/25/2009	1017	Colton, Driggs Et Al.	File No.: 080...	City National	500.00	-25,014.70
Bill	08/28/2009	0024...	NV Energy	3000241471...	Utilities	-1,444.85	-26,459.55
Bill	08/28/2009	374789	Marlin Door Manuf...	Inv. #374789	Repairs	-2,688.00	-29,127.55
Bill Pmt -Check	08/28/2009	1024	LVVWD	Acct. #4518...	City National	1,027.77	-28,099.78
Bill Pmt -Check	08/28/2009	1026	Marlin Door Manuf...	Inv. #374789	City National	2,688.00	-25,431.78
Bill	08/31/2009	30 89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-286.41	-25,718.19
Bill Pmt -Check	08/31/2009	1011	Boulder Disposal	Cust. #30-89 0	City National	286.41	-25,431.78
Bill Pmt -Check	08/31/2009	1012	Depo International	Inv. #2284D...	City National	166.15	-25,265.63
Bill Pmt -Check	08/31/2009	1013	LVVWD	Acct. #4518...	City National	244.36	-25,021.28

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Accrual Basis

Eldorado Hills General Ledger All Transactions

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	08/31/2009	1014	NV Energy	3000241471...	City National	1,444.85	-23,576.43
Bill	09/03/2009	2294...	Depo International	Inv. #2294D...	Miscellaneous	-166.15	-23,742.58
Bill	09/10/2009		DAQEM		Licenses & P...	-552.00	-24,294.58
Bill Pmt -Check	09/10/2009	1010	DAQEM		City National	552.00	-23,742.58
Bill	09/14/2009	6347	Gerety & Associates	Inv. #6347	Accounting	-2,000.00	-25,742.58
Bill	09/16/2009	6365	Gerety & Associates	Inv. #6365	Accounting	-5,000.00	-30,742.58
Bill Pmt -Check	09/23/2009	1019	Colton, Driggs Et Al.	Statement #...	City National	22,631.27	-8,111.31
Bill	09/24/2009	4518...	LVVWD	Acct. #4518...	Utilities	-1,027.77	-9,139.08
Bill Pmt -Check	09/29/2009	1020	Gerety & Associates	Inv. #6365	City National	6,000.00	-4,139.08
Bill	09/29/2009	0024...	NV Energy	3000241471...	Utilities	-1,585.83	-5,724.91
Bill	09/30/2009	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-143.21	-5,868.12
Bill	09/30/2009	346063	Colton, Driggs Et Al.	Statement N...	Legal Fees	-11,122.75	-16,990.87
Bill Pmt -Check	09/30/2009	1021	Boulder Disposal	Cust. #30-89 0	City National	143.21	-16,847.66
Bill Pmt -Check	09/30/2009	1022	Gerety & Associates	Inv. #6347	City National	2,000.00	-14,847.66
Bill Pmt -Check	09/30/2009	1023	NV Energy	3000241471...	City National	1,585.83	-13,261.83
Bill	10/02/2009	50260	Priority Business C...	Inv. #50260	Office Supplies	-112.80	-13,374.63
Bill Pmt -Check	10/02/2009	1027	Priority Business C...	Inv. #50260	City National	112.80	-13,261.83
Bill	10/21/2009	1753...	Colton, Driggs Et Al.	Statement N...	Legal Fees	-6,303.00	-19,564.83
Bill Pmt -Check	10/22/2009	1026	Colton, Driggs Et Al.	Statement N...	City National	11,122.75	-8,442.08
Bill	10/26/2009	4518...	LVVWD	Acct. #4518...	Utilities	-631.33	-9,073.41
Bill	10/29/2009	0024...	NV Energy	3000241471...	Utilities	-1,173.90	-10,247.31
Bill Pmt -Check	10/29/2009	1028	Boulder Disposal	Cust. #30-89 0	City National	143.20	-10,104.11
Bill Pmt -Check	10/29/2009	1029	NV Energy	3000241471...	City National	1,173.90	-8,930.21
Bill	10/31/2009	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-9,073.41
Bill Pmt -Check	11/18/2009	1030	LVVWD	Acct. #4518...	City National	631.33	-8,442.08
Bill	11/18/2009		McFadden Insuran...	Eldorado Hills	Insurance	-1,402.65	-9,844.73
Bill Pmt -Check	11/18/2009	1031	McFadden Insuran...	Eldorado Hills	City National	1,402.65	-8,442.08
Bill	11/25/2009	4518...	LVVWD	Acct. #4518...	Utilities	-138.27	-8,580.35
Bill	11/30/2009	30- 8...	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-8,723.55
Bill	12/01/2009	0024...	NV Energy	3000241471...	Utilities	-1,012.09	-9,735.64
Bill Pmt -Check	12/01/2009	1032	Boulder Disposal	Cust. #30-89 0	City National	143.20	-9,592.44
Bill Pmt -Check	12/01/2009	1033	NV Energy	3000241471...	City National	1,012.09	-8,580.35
Bill	12/10/2009	6846	Gerety & Associates	Inv. #6846	Accounting	-1,100.00	-9,680.35
Bill Pmt -Check	12/15/2009	1034	Clark County Trea...	Parcel #189-...	City National	14,483.41	-4,803.06
Bill Pmt -Check	12/15/2009	1036	LVVWD	Acct. #4518...	City National	138.27	-4,941.33
Bill Pmt -Check	12/22/2009	1036	Colton, Driggs Et Al.	Statement N...	City National	6,303.00	11,244.33
Bill	12/24/2009	4518...	LVVWD	Acct. #4518...	Utilities	-371.63	10,872.80
Bill Pmt -Check	12/24/2009	1037	Boulder Disposal	Cust. #30-89 0	City National	143.20	11,016.00
Bill Pmt -Check	12/24/2009	1038	LVVWD	Acct. #4518...	City National	371.53	11,387.53
Bill Pmt -Check	12/24/2009	1039	NV Energy	3000241471...	City National	-1,162.77	12,550.30
Bill	12/31/2009	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	12,407.10
Bill	12/31/2009	0024...	NV Energy	3000241471...	Utilities	-1,162.77	11,244.33
General Journal	12/31/2009	21	Various	Gerety A/E I...	Misc. Income	-26,827.74	-15,583.41
Bill	01/07/2010	356314	Colton, Driggs Et Al.	Statement N...	-SPLIT-	-12,061.08	-27,644.49
Bill Pmt -Check	01/07/2010		Gerety & Associates	VOID: Inv. #...	City National	0.00	-27,644.49
Bill	01/27/2010	4518...	LVVWD	Acct. #4518...	Water District	-229.47	-27,873.96
Bill Pmt -Check	01/28/2010	1500	Gerety & Associates	Inv. #6846	Mutual of Om...	1,100.00	-26,773.96
Bill Pmt -Check	01/28/2010	1501	Colton, Driggs Et Al.	Statement N...	Mutual of Om...	12,061.08	-14,712.88
Bill	01/29/2010	359822	Colton, Driggs Et Al.	Statement N...	Legal Fees	-12,766.00	-27,478.88
Bill	01/29/2010	0024...	NV Energy	3000241471...	Utilities	-1,139.04	-28,617.92
Bill	01/30/2010	30- 8...	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-28,761.12
Bill Pmt -Check	01/30/2010	1502	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	143.20	-28,617.92
Bill Pmt -Check	01/30/2010	1503	Clark County Trea...	VOID: Parce...	Mutual of Om...	0.00	-28,617.92
Bill Pmt -Check	01/30/2010	1504	LVVWD	Acct. #4518...	Mutual of Om...	229.47	-28,388.45
Bill Pmt -Check	01/30/2010	1505	NV Energy	3000241471...	Mutual of Om...	1,139.04	-27,249.41
Bill	02/15/2010	7138	Gerety & Associates	Inv. #7138	Accounting	-225.00	-27,474.41
Bill	02/25/2010	4518...	LVVWD	Acct. #4518...	Water District	-249.36	-27,723.77
Bill	02/28/2010	30- 8...	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-27,866.97
Bill Pmt -Check	03/02/2010	1512	Clark County Trea...	Parcel #189-...	Mutual of Om...	14,483.41	-13,383.56
Bill Pmt -Check	03/02/2010	1513	Colton, Driggs Et Al.	Statement N...	Mutual of Om...	12,766.00	-617.56
Bill	03/03/2010	0024...	NV Energy	3000241471...	Utilities	-1,565.03	-2,182.59
Bill	03/03/2010	363292	Colton, Driggs Et Al.	Statement N...	-SPLIT-	-28,608.50	-30,791.09
Bill Pmt -Check	03/17/2010	1507	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	143.20	-30,647.89
Bill Pmt -Check	03/17/2010	1508	Gerety & Associates	Inv. #7138	Mutual of Om...	225.00	-30,422.89
Bill Pmt -Check	03/17/2010	1509	LVVWD	Acct. #4518...	Mutual of Om...	249.36	-30,173.53
Bill Pmt -Check	03/17/2010	1506	NV Energy	3000241471...	Mutual of Om...	1,565.03	-28,608.50
Bill	03/29/2010	4518...	LVVWD	Acct. #4518...	Water District	-215.21	-28,823.71
Bill Pmt -Check	03/29/2010	1510	LVVWD	Acct. #4518...	Mutual of Om...	215.21	-28,608.50
Bill Pmt -Check	03/29/2010	1511	NV Energy	3000241471...	Mutual of Om...	992.89	-27,615.61

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
BIII	03/31/2010	30- 8...	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-27,768.81
BIII	03/31/2010	0801...	Cotton, Driggs Et Al.	Eldorado Hill...	Legal Fees	-395.00	-28,163.81
BIII	04/01/2010	3000...	NV Energy	3000241471...	Utilities	-992.89	-29,146.70
BIII	04/07/2010	365517	Cotton, Driggs Et Al.	Statement N...	Legal Fees	-15,166.28	-44,312.98
BIII Pmt -Check	04/21/2010	1514	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	143.20	-44,169.78
BIII	04/23/2010		DAQEM		Licenses & P...	-138.00	-44,307.78
BIII Pmt -Check	04/23/2010	1515	DAQEM		Mutual of Om...	138.00	-44,169.78
BIII	04/26/2010		Clark County Trea...	Parcel #189-...	Property Taxes	-573.36	-44,743.14
BIII Pmt -Check	04/26/2010	1517	Clark County Trea...	Parcel #189-...	Mutual of Om...	573.36	-44,169.78
BIII	04/27/2010	4518...	LVVWD	Acct. #4518...	Water District	-223.78	-44,393.56
BIII Pmt -Check	04/27/2010	1518	NV Energy	3000241471...	Mutual of Om...	1,037.88	-43,355.68
BIII Pmt -Check	04/27/2010	1519	Cotton, Driggs Et Al.	Eldorado Hill...	Mutual of Om...	395.00	-42,960.68
BIII	04/29/2010	366318	Cotton, Driggs Et Al.	Statement N...	Legal Fees	-2,640.00	-45,600.68
BIII	04/29/2010	3000...	NV Energy	3000241471...	Utilities	-1,037.88	-46,638.56
BIII	04/30/2010	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-286.41	-46,924.97
BIII	05/07/2010		DAQEM		Licenses & P...	-414.00	-47,338.97
BIII Pmt -Check	05/07/2010	1516	DAQEM		Mutual of Om...	414.00	-46,924.97
BIII Pmt -Check	05/07/2010	1520	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	6,000.00	-40,924.97
BIII	05/07/2010		NDEP-BWPC	Permit #GU9...	Licenses & P...	-300.00	-41,224.97
BIII Pmt -Check	05/13/2010	1521	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	286.41	-40,938.56
BIII Pmt -Check	05/13/2010	1522	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	5,000.00	-35,938.56
BIII Pmt -Check	05/20/2010	1523	LVVWD	Acct. #4518...	Mutual of Om...	223.78	-35,714.78
BIII Pmt -Check	05/27/2010	1524	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	2,000.00	-33,714.78
BIII	05/29/2010	0024...	NV Energy	3000241471...	Utilities	-1,079.26	-34,794.04
BIII Pmt -Check	05/29/2010	1525	NV Energy	3000241471...	Mutual of Om...	1,079.26	-33,714.78
BIII	05/31/2010	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-33,857.98
BIII Pmt -Check	05/31/2010	1526	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	143.20	-33,714.78
BIII	06/03/2010	4518...	LVVWD	Acct. #4518...	Water District	-790.81	-34,505.59
BIII Pmt -Check	06/23/2010	1527	LVVWD	Acct. #4518...	Mutual of Om...	790.81	-33,714.78
BIII Pmt -Check	06/23/2010	1528	NDEP-BWPC	Permit #GU9...	Mutual of Om...	300.00	-33,414.78
BIII Pmt -Check	06/24/2010	1529	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	2,000.00	-31,414.78
BIII	06/30/2010	3000...	NV Energy	3000241471...	Utilities	-1,677.74	-33,092.52
BIII	06/30/2010	30- 8...	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-33,235.72
BIII Pmt -Check	06/30/2010	1530	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	143.20	-33,092.52
BIII Pmt -Check	06/30/2010	1531	NV Energy	3000241471...	Mutual of Om...	1,677.74	-31,414.78
BIII	07/14/2010	4518...	LVVWD	Acct. #4518...	Water District	-1,432.78	-32,847.56
BIII	07/27/2010	4518...	LVVWD	Acct. #4518...	Water District	-1,235.77	-34,083.33
BIII Pmt -Check	07/27/2010	1532	LVVWD	Acct. #4518...	Mutual of Om...	1,432.78	-32,650.55
BIII	07/30/2010	3000...	NV Energy	3000241471...	Utilities	-2,258.97	-34,909.52
BIII	07/31/2010	30- 8...	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-35,052.72
BIII Pmt -Check	08/12/2010	1533	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	143.20	-34,909.52
BIII Pmt -Check	08/12/2010	1534	LVVWD	Acct. #4518...	Mutual of Om...	1,235.77	-33,673.75
BIII	08/23/2010		Cotton, Driggs Et Al.	File #07991-...	Legal Fees	-325.00	-33,998.75
BIII	08/23/2010		Cotton, Driggs Et Al.	File #07991-...	Legal Fees	-375.00	-34,373.75
BIII Pmt -Check	08/23/2010	1535	Cotton, Driggs Et Al.	File #07991-...	Mutual of Om...	700.00	-33,673.75
BIII	08/25/2010	4518...	LVVWD	VOID: Acct. ...	Water District	0.00	-33,673.75
BIII	08/27/2010	3000...	NV Energy	3000241471...	Utilities	-2,032.66	-35,706.41
BIII	08/31/2010	30- 8...	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-35,849.61
BIII	09/14/2010	189-1...	Clark County Trea...	Parcel #189-...	Property Taxes	-14,992.12	-50,841.73
BIII	09/14/2010	189-1...	Clark County Trea...	Parcel #189-...	Property Taxes	-14,401.29	-65,243.02
BIII	09/14/2010	189-1...	Clark County Trea...	Parcel #189-...	Property Taxes	-14,401.29	-79,644.31
BIII	09/14/2010	189-1...	Clark County Trea...	Parcel #189-...	Property Taxes	-14,401.29	-94,045.60
BIII Pmt -Check	09/14/2010	1636	Clark County Trea...		Mutual of Om...	29,393.41	-64,652.19
BIII	09/15/2010	8660	Gerety & Associates	Inv. #8660	Accounting	-10,500.00	-75,152.19
BIII	09/27/2010	4518...	LVVWD	VOID: Acct. ...	Water District	0.00	-75,152.19
BIII	09/29/2010		NV Energy	3000241471...	Utilities	-1,345.13	-76,497.32
BIII	09/30/2010	30 89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-76,640.52
BIII	10/08/2010	238851	McFadden Insuran...	Inv. #238851	Insurance	-3,046.35	-79,686.87
BIII Pmt -Check	10/21/2010	1537	Boulder Disposal		Mutual of Om...	286.40	-79,400.47
BIII Pmt -Check	10/21/2010	1538	McFadden Insuran...	Inv. #238851	Mutual of Om...	3,046.35	-76,354.12
BIII Pmt -Check	10/21/2010	1539	NV Energy		Mutual of Om...	5,636.76	-70,717.36
BIII Pmt -Check	10/21/2010		Gerety & Associates	VOID: Inv. #...	Mutual of Om...	0.00	-70,717.36
BIII Pmt -Check	10/21/2010	1540	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	2,640.00	-68,077.36
BIII	10/26/2010	4518...	LVVWD	Acct. #4518...	Water District	-372.45	-68,449.81
BIII	10/28/2010	3000...	NV Energy	3000241471...	Utilities	-658.44	-69,108.25
BIII	10/31/2010	30 89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-69,251.45
BIII Pmt -Check	11/15/2010	1542	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	143.20	-69,108.25
BIII Pmt -Check	11/15/2010	1543	LVVWD	Acct. #4518...	Mutual of Om...	372.45	-68,735.80
BIII Pmt -Check	11/15/2010	1544	NV Energy	3000241471...	Mutual of Om...	658.44	-68,077.36

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	11/15/2010		Clark County Trea...	Parcel #189...	Property Taxes	-1,440.42	-69,517.78
Bill Pmt -Check	11/15/2010	1545	Clark County Trea...	Parcel #189...	Mutual of Om...	1,440.42	-68,077.36
Bill Pmt -Check	11/17/2010	1546	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	3,000.00	-65,077.36
Bill	11/17/2010		McFadden Insuran...	Eldorado Hill...	Insurance	-3,987.68	-69,065.04
Bill Pmt -Check	11/17/2010	1547	McFadden Insuran...	Eldorado Hill...	Mutual of Om...	3,987.68	-65,077.36
Bill	11/17/2010	4518...	LVVWD	Acct. #4518...	Water District	-235.34	-65,312.70
Bill	11/29/2010	3000...	NV Energy	3000241471...	Utilities	-638.12	-65,950.82
Bill	11/30/2010	30 89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-143.20	-66,094.02
Bill	11/30/2010	30 89 0	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	143.20	-65,950.82
Bill Pmt -Check	12/16/2010	1548	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	235.34	-65,715.48
Bill Pmt -Check	12/16/2010	1549	LVVWD	Acct. #4518...	Mutual of Om...	638.12	-65,077.36
Bill Pmt -Check	12/16/2010	1550	NV Energy	3000241471...	Mutual of Om...	4,200.00	-60,877.36
Bill Pmt -Check	12/16/2010	1551	Gerety & Associates	Inv. #8660	Mutual of Om...	14,401.29	-46,476.07
Bill Pmt -Check	12/21/2010	1552	Clark County Trea...	Parcel #189...	Mutual of Om...	-274.66	-46,760.73
Bill	12/27/2010	4518...	LVVWD	Acct. #4518...	Water District	-560.73	-47,311.46
Bill	12/30/2010	3000...	NV Energy	3000241471...	Utilities	-286.41	-47,597.87
Bill	12/31/2010	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	560.73	-47,037.14
Bill	12/31/2010	30-89 0	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	286.41	-48,760.73
Bill Pmt -Check	01/13/2011	1553	NV Energy	3000241471...	Mutual of Om...	274.66	-46,476.07
Bill Pmt -Check	01/18/2011	1554	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	-438.13	-46,914.20
Bill Pmt -Check	01/18/2011	1555	LVVWD	Acct. #4518...	Mutual of Om...	-285.82	-47,200.02
Bill	01/29/2011	3000...	NV Energy	3000241471...	Utilities	-285.82	-47,485.84
Bill	02/07/2011	4518...	LVVWD	Acct. # 4518...	Water District	14,401.29	-32,798.73
Bill Pmt -Check	02/07/2011	1558	Clark County Trea...	Parcel #189...	Mutual of Om...	438.13	-32,360.60
Bill Pmt -Check	02/11/2011	1556	NV Energy	3000241471...	Mutual of Om...	285.82	-32,074.78
Bill Pmt -Check	02/22/2011	1557	LVVWD	Acct. # 4518...	Mutual of Om...	-79.08	-32,153.86
Bill	02/28/2011	4518...	LVVWD	Acct. #4518...	Water District	-143.20	-32,297.06
Bill	02/28/2011	30-89 0	Boulder Disposal	Cust. # 30- 8...	Utilities	-673.69	-32,970.75
Bill	03/01/2011	3000...	NV Energy	Acct. #3000...	Utilities	-5,315.00	-38,285.75
Bill	03/02/2011	9418	Gerety & Associates	Inv. #9418	Accounting	673.69	-37,612.06
Bill Pmt -Check	03/08/2011	1559	NV Energy	Acct. #3000...	Mutual of Om...	6,300.00	-31,312.06
Bill Pmt -Check	03/08/2011	1560	Gerety & Associates	Inv. #8660	Mutual of Om...	143.20	-31,168.86
Bill Pmt -Check	03/15/2011	1561	Boulder Disposal	Cust. # 30- 8...	Mutual of Om...	6,078.00	-25,090.86
Bill Pmt -Check	03/15/2011	1562	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	-10,000.00	-35,090.86
Bill	03/15/2011		Cotton, Driggs Et Al.	Retainer for ...	Legal Fees	79.08	-35,011.78
Bill Pmt -Check	03/17/2011	1563	LVVWD	Acct. #4518...	Mutual of Om...	5,315.00	-29,696.78
Bill Pmt -Check	03/17/2011	1564	Gerety & Associates	Inv. #9418	Mutual of Om...	10,000.00	-19,696.78
Bill Pmt -Check	03/17/2011	1565	Cotton, Driggs Et Al.	Retainer for ...	Mutual of Om...	-1,177.44	-20,874.22
Bill	03/29/2011	4518...	LVVWD	Acct. #4518...	Water District	0.00	-20,874.22
Bill	03/31/2011	3000...	NV Energy	VOID: Acct. ...	Utilities	-753.24	-21,627.46
Bill	03/31/2011	3000...	NV Energy	Acct. #3000...	Utilities	-145.41	-21,772.87
Bill	03/31/2011	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	753.24	-21,019.63
Bill Pmt -Check	04/07/2011	1566	NV Energy	Acct. #3000...	Mutual of Om...	145.41	-20,874.22
Bill Pmt -Check	04/12/2011	1567	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	-184.04	-21,058.26
Bill	04/27/2011	4518...	LVVWD	Acct. #4518...	Water District	1,361.48	-19,696.78
Bill Pmt -Check	04/27/2011	1568	LVVWD	Acct. #3000...	Mutual of Om...	-639.99	-20,336.77
Bill	04/29/2011	3000...	NV Energy	Acct. #3000...	Utilities	-145.41	-20,482.18
Bill	04/30/2011	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	145.41	-20,336.77
Bill Pmt -Check	04/30/2011	1571	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	639.99	-19,696.78
Bill Pmt -Check	05/10/2011	1570	NV Energy	Acct. #3000...	Mutual of Om...	-300.00	-19,996.78
Bill	05/10/2011	GU92...	NDEP-BWPC	Permit #GU9...	Licenses & P...	-356.28	-20,353.06
Bill	05/26/2011	4518...	LVVWD	Acct. #4518...	Water District	-625.07	-20,978.13
Bill	05/27/2011	3000...	NV Energy	Acct. #3000...	Utilities	-145.41	-21,123.54
Bill	05/31/2011	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	145.41	-20,978.13
Bill Pmt -Check	05/31/2011	1572	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	356.28	-20,621.85
Bill Pmt -Check	06/07/2011	1573	LVVWD	Acct. #4518...	Mutual of Om...	625.07	-19,996.78
Bill Pmt -Check	06/07/2011	1574	NV Energy	Acct. #3000...	Mutual of Om...	300.00	-19,696.78
Bill Pmt -Check	06/14/2011	1575	NDEP-BWPC	Permit #GU9...	Mutual of Om...	-588.79	-20,285.57
Bill	06/28/2011	4518...	LVVWD	Acct. #4518...	Water District	-770.82	-21,066.39
Bill	06/29/2011	3000...	NV Energy	Acct. #3000...	Utilities	-145.41	-21,211.80
Bill	06/30/2011	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	145.41	-21,066.39
Bill Pmt -Check	07/15/2011	1576	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	588.79	-20,477.60
Bill Pmt -Check	07/15/2011	1577	LVVWD	Acct. #4518...	Mutual of Om...	770.82	-19,696.78
Bill Pmt -Check	07/15/2011	1578	NV Energy	Acct. #3000...	Mutual of Om...	-15,308.56	-35,005.34
Bill	07/20/2011	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-50,926.24	-85,931.58
Bill	07/20/2011	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-15,920.90	-101,852.48
Bill	07/20/2011	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-15,308.58	-117,161.06
Bill	07/20/2011	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-15,308.58	-132,469.64
Bill	07/20/2011	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-808.82	-133,278.46
Bill	07/28/2011	4518...	LVVWD	Acct. #4518...	Water District	0.00	-133,278.46
Bill	07/29/2011	3000...	NV Energy	VOID: Acct. ...	Utilities	-145.41	-133,423.87
Bill	07/31/2011		Boulder Disposal	Cust. #30-89 0	Utilities		-133,423.87

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	08/10/2011	1579	Cotton, Driggs Et Al.		Mutual of Om...	10,000.00	-72,497.63
Bill Pmt -Check	08/24/2011	1580	Clark County Trea...	Parcel #189...	Mutual of Om...	15,308.56	-57,189.07
Bill Pmt -Check	08/24/2011	1581	LVVWD	Acct. #4518...	Mutual of Om...	1,741.66	-55,447.41
Bill Pmt -Check	08/24/2011	1582	NV Energy	VOID: Acct. ...	Mutual of Om...	0.00	-55,447.41
Bill	08/27/2011	3000...	NV Energy	VOID: Acct. ...	Utilities	0.00	-55,447.41
Bill	08/31/2011	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-145.41	-55,592.82
Bill Pmt -Check	08/31/2011	1583	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	280.82	-55,302.00
Bill Pmt -Check	09/01/2011	1584	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	2,000.00	-53,302.00
Bill	09/01/2011	4518...	LVVWD	Acct. #4518...	Water District	-932.84	-54,234.84
Bill	09/14/2011	10675	Gerety & Associates	Inv. #10675	Professional ...	-6,250.00	-60,484.84
Bill Pmt -Check	09/22/2011	1585	Clark County Trea...	Parcel #189...	Mutual of Om...	15,920.90	-44,563.94
Bill	09/27/2011	3000...	NV Energy	Acct. #3000...	Utilities	-819.59	-45,383.53
Bill Pmt -Check	09/27/2011	1586	Gerety & Associates	Inv. #10675	Mutual of Om...	6,250.00	-39,133.53
Bill	09/28/2011	4518...	LVVWD	Acct. #4518...	Water District	-693.68	-39,727.21
Bill	09/30/2011	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-145.41	-39,872.62
Bill Pmt -Check	10/11/2011	1587	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	2,000.00	-37,872.62
Bill Pmt -Check	10/11/2011	1588	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	145.41	-37,727.21
Bill Pmt -Check	10/27/2011	1589	LVVWD	Acct. #4518...	Mutual of Om...	593.68	-37,133.53
Bill Pmt -Check	10/27/2011	1590	NV Energy	Acct. #3000...	Mutual of Om...	819.59	-36,313.94
Bill	10/27/2011	4518...	LVVWD	Acct. #4518...	Water District	-304.26	-36,618.20
Bill Pmt -Check	10/28/2011	1591	Cotton, Driggs Et Al.	Statement N...	Mutual of Om...	2,600.00	-34,118.20
Bill	10/28/2011	3000...	NV Energy	Acct. #3000...	Utilities	-688.81	-34,807.01
Bill	10/31/2011	30-89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-145.41	-34,952.42
Bill Pmt -Check	10/31/2011	1595	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	145.41	-34,807.01
Bill Pmt -Check	11/11/2011	1592	LVVWD	Acct. #4518...	Mutual of Om...	304.26	-34,502.75
Bill Pmt -Check	11/11/2011	1593	NV Energy	Acct. #3000...	Mutual of Om...	688.81	-33,813.94
Bill	11/18/2011		Capitol Insurance	Policy #QX0...	Insurance	-8,215.00	-42,028.94
Bill Pmt -Check	11/18/2011	1594	Capitol Insurance	Policy #QX0...	Mutual of Om...	8,215.00	-33,813.94
Bill	11/20/2011		Cotton, Driggs Et Al.	Eldorado Hills	Professional ...	-220.00	-34,033.94
Bill Pmt -Check	11/20/2011	1597	Cotton, Driggs Et Al.		Mutual of Om...	5,416.78	-28,617.16
Bill	11/29/2011	4518...	LVVWD	Acct. #4518...	Water District	-206.17	-28,823.33
Bill	11/29/2011	3000...	NV Energy	Acct. #3000...	Utilities	-713.81	-29,537.14
Bill Pmt -Check	11/29/2011	1598	LVVWD	Acct. #4518...	Mutual of Om...	206.17	-29,330.97
Bill Pmt -Check	11/29/2011	1599	NV Energy	Acct. #3000...	Mutual of Om...	713.81	-28,617.16
Bill	11/30/2011	30- 8...	Boulder Disposal	Cust. #30-89 0	Utilities	-145.41	-28,762.57
Bill Pmt -Check	11/30/2011	1600	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	145.41	-28,617.16
Bill	12/19/2011		Cotton, Driggs Et Al.	Do Wall Bull...	Professional ...	-3,830.00	-32,447.16
Bill Pmt -Check	12/19/2011	1596	Cotton, Driggs Et Al.	Do Wall Bull...	Mutual of Om...	3,830.00	-28,617.16
Bill	12/27/2011	4518...	LVVWD	Acct. #4518...	Water District	-340.62	-28,957.78
Bill	12/29/2011	3000...	NV Energy	Acct. #3000...	Utilities	-834.65	-29,792.43
Bill	12/31/2011	30 89 0	Boulder Disposal	Cust. #30-89 0	Utilities	-145.41	-29,937.84
General Journal	12/31/2011	55	Cotton, Driggs Et Al.	Move Cotton...	Legal Fees	-2,000.00	-31,937.84
Bill Pmt -Check	01/26/2012	1601	Boulder Disposal	Cust. #30-89 0	Mutual of Om...	145.41	-31,792.43
Bill Pmt -Check	01/26/2012	1602	LVVWD	Acct. #4518...	Mutual of Om...	340.62	-31,451.81
Bill Pmt -Check	01/26/2012	1603	NV Energy	Acct. #3000...	Mutual of Om...	834.65	-30,617.16
Bill	01/28/2012	3000...	NV Energy	VOID: Acct. ...	Utilities	0.00	-30,617.16
Bill Pmt -Check	02/02/2012	1604	Clark County Trea...	Parcel #189...	Mutual of Om...	15,308.56	-15,308.56
Bill	02/02/2012	394758	Cotton, Driggs Et Al.	Statement 3...	Professional ...	-1,165.00	-16,473.58
Bill	02/21/2012	4518...	LVVWD	VOID: Acct. ...	Water District	0.00	-16,473.58
Bill	02/29/2012	3000...	NV Energy	VOID: Acct. ...	Utilities	0.00	-16,473.58
Bill	03/28/2012	396853	Cotton, Driggs Et Al.	Statement 3...	Professional ...	-165.00	-16,638.58
Bill Pmt -Check	04/20/2012	1605	Clark County Trea...	Parcel #189...	Mutual of Om...	15,308.56	-1,330.00
Bill	04/20/2012	12098	Gerety & Associates	Inv. #12098	Professional ...	-175.00	-1,505.00
Bill	04/20/2012	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-1,409.21	-2,914.21
Bill Pmt -Check	04/26/2012	1606	Clark County Trea...	Parcel #189...	Mutual of Om...	1,409.21	-1,505.00
Bill Pmt -Check	04/26/2012	1607	Gerety & Associates	Inv. #12098	Mutual of Om...	175.00	-1,330.00
Bill	05/10/2012	GU92...	NDEP-BWPC	Permit #GU9...	Licenses & P...	-300.00	-1,630.00
Bill	05/15/2012	12286	Gerety & Associates	Inv. #12286	Professional ...	-825.00	-2,455.00
Bill Pmt -Check	06/06/2012	1609	NDEP-BWPC	Permit #GU9...	Mutual of Om...	300.00	-2,155.00
Bill	06/11/2012	58542	Priority Business C...	Inv. #58542	Office Supplies	-74.59	-2,229.59
Bill Pmt -Check	07/18/2012	1610	Gerety & Associates	Inv. #12286	Mutual of Om...	825.00	-1,404.59
Bill Pmt -Check	07/18/2012	1611	Priority Business C...	Inv. #58542	Mutual of Om...	74.59	-1,330.00
Bill Pmt -Check	07/30/2012	1613	Cotton, Driggs Et Al.		Mutual of Om...	1,330.00	0.00
Bill	07/30/2012	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-16,288.31	-16,288.31
Bill	07/30/2012	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-16,939.86	-33,228.17
Bill	07/30/2012	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-16,288.33	-49,516.50
Bill	07/30/2012	189-1...	Clark County Trea...	Parcel #189...	Property Taxes	-16,288.33	-65,804.83
Bill	07/31/2012	066878	Bradshaw, Smith &...	Inv. #066878	Professional ...	-4,015.00	-69,819.83
Bill Pmt -Check	07/31/2012	1750	Bradshaw, Smith &...	Inv. #066876	Bank of Neva...	4,015.00	-65,804.83

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	08/18/2012	1615	Clark County Trea...	Parcel #189...	Mutual of Om...	16,288.31	-49,616.62
Bill	08/24/2012	12679	Gerety & Associates	Inv. #12679	Professional ...	-2,750.00	-52,266.62
Bill Pmt -Check	10/23/2012	1617	Clark County Trea...	Parcel #189...	Mutual of Om...	16,939.86	-35,326.66
Bill Pmt -Check	10/25/2012	1616	Gerety & Associates	Inv. #12679	Mutual of Om...	2,750.00	-32,576.66
Bill	12/06/2012		Capitol Insurance	Policy #QX0...	Insurance	-1,741.40	-34,318.06
Bill	12/06/2012		Capitol Insurance	Policy #QX0...	Insurance	-696.60	-35,014.56
Bill Pmt -Check	12/06/2012	Direct...	Capitol Insurance	Conf. #50C0...	Bank of Neva...	2,437.86	-32,576.60
Bill	12/17/2012	13289	Gerety & Associates	Inv. #13289	Professional ...	-240.00	-32,816.60
Bill Pmt -Check	12/17/2012		Gerety & Associates	VOID: Inv. #...	Bank of Neva...	0.00	-32,816.60
Bill Pmt -Check	12/17/2012		Clark County Trea...	VOID: Parce...	Bank of Neva...	0.00	-32,816.60
Bill	01/01/2013		Capitol Insurance	Policy #QX0...	Insurance	-701.56	-33,518.16
Bill Pmt -Check	01/01/2013	1752	Gerety & Associates		Bank of Neva...	625.00	-32,893.16
Bill Pmt -Check	01/28/2013	Direct...	Capitol Insurance	Policy #QX0...	Bank of Neva...	701.56	-32,191.60
Bill	01/31/2013	13460	Gerety & Associates	Inv. #13460	Professional ...	-385.00	-32,576.60
Bill Pmt -Check	01/31/2013	1751	Gerety & Associates	VOID:	Bank of Neva...	0.00	-32,576.60
Total Accounts Payable						-32,576.60	-32,576.60
Customer Deposits/Retainers							
Total Customer Deposits/Retainers							0.00
Payroll Liabilities							
Total Payroll Liabilities							0.00
Accrued Interest-Ellades Note							
General Journal	12/31/2009	31		Gerety AJE t...	Interest Expe...	-208,032.49	-208,032.49
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-399,641.36	-607,673.85
General Journal	12/31/2011	57		Re the Ellad...	Interest Expe...	-404,463.47	-1,012,137.32
Total Accrued Interest-Ellades Note						-1,012,137.32	-1,012,137.32
Due (to) from Canamex Nevada							
General Journal	10/29/2008	14		Account Ope...	Opening Bal ...	-1,500,000.00	-1,500,000.00
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	1,500,000.00	0.00
Total Due (to) from Canamex Nevada						0.00	0.00
Notes Payable							
ANB Financial							
General Journal	10/29/2008	5		Account Ope...	Opening Bal ...	-20,491,986.40	-20,491,986.40
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	4,321,718.32	-16,170,278.08
General Journal	12/31/2009	23		Gerety AJE r...	Kingston Mg...	10,000,000.00	-6,170,278.08
General Journal	12/31/2009	25		Gerety AJE t...	Cancellation ...	6,170,278.08	0.00
Total ANB Financial						0.00	0.00
Ellades Family Trust							
General Journal	08/10/2009	1		debt settlem...	Kingston Mg...	-10,300,035.00	-10,300,035.00
Deposit	04/09/2010	3311	Peter Ellades	loan to TEL...	Mutual of Om...	-24,000.00	-10,324,035.00
Deposit	10/20/2010	1105	Peter Ellades	60% of expe...	Mutual of Om...	-47,968.68	-10,372,003.68
Deposit	11/17/2010	3541	Peter Ellades	60% for 11/4...	Mutual of Om...	-704.45	-10,372,708.13
Deposit	12/17/2010	3585	Peter Ellades	12/8 Reconc...	Mutual of Om...	-3,002.60	-10,375,710.73
Deposit	01/12/2011	3617	Peter Ellades	for 60% of ul...	Mutual of Om...	-673.09	-10,376,383.82
Deposit	02/24/2011	4097	Peter Ellades	60% Gerety ...	Mutual of Om...	-6,300.00	-10,382,683.82
Deposit	02/24/2011	4105	Peter Ellades	60% utilities	Mutual of Om...	0.00	-10,382,683.82
Deposit	02/24/2011	4105	Peter Ellades	60% Utilities	Mutual of Om...	-434.37	-10,383,118.19
Deposit	03/11/2011	4136	Peter Ellades	60% Februar...	Mutual of Om...	-404.21	-10,383,522.40
Deposit	03/16/2011	4144	Peter Ellades	60% Reimbu...	Mutual of Om...	-133.37	-10,383,655.77
Deposit	04/19/2011	4192	Peter Ellades	60% electric	Mutual of Om...	-413.94	-10,384,069.71
Deposit	05/10/2011	4256	Peter Ellades	60% of dust ...	Mutual of Om...	-336.00	-10,384,405.71
Deposit	06/20/2011	4326	Peter Ellades	60% of 5/19 ...	Mutual of Om...	-1,413.38	-10,385,819.09
Deposit	07/28/2011	4388	Peter Ellades	60% of 6/21 ...	Mutual of Om...	-676.06	-10,386,495.15
Deposit	08/01/2011	4478	Peter Ellades	60% of prop...	Mutual of Om...	-36,740.58	-10,423,235.73
Deposit	09/01/2011	4479	Peter Ellades	60% utilities	Mutual of Om...	-1,751.38	-10,424,987.11
Deposit	01/26/2012	4632	Peter Ellades	60% of utilit...	Mutual of Om...	-3,956.27	-10,428,943.38
Total Ellades Family Trust						-10,428,943.38	-10,428,943.38
Go Global							
General Journal	10/29/2008	15		Account Ope...	Opening Bal ...	-32,342.25	-32,342.25
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	33,095.67	753.42
General Journal	12/31/2009	21		Gerety AJE t...	Misc. Income	-753.42	0.00
Total Go Global						0.00	0.00

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Kingston Mgmt Services							
General Journal	11/01/2008	16		Account Ope...	Opening Bal ...	-16,170,278.00	-16,170,278.00
General Journal	06/10/2009	1		debt settle...	-SPLIT-	10,000,000.00	-6,170,278.00
General Journal	12/31/2009	21		Gerety AJE l...	Misc. Income	16,170,278.00	10,000,000.00
General Journal	12/31/2009	23		Gerety AJE r...	ANB Financial	-10,000,000.00	0.00
Total Kingston Mgmt Services						0.00	0.00
Rogich 2004 Fam Irr Trust							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-172,055.29	-172,055.29
General Journal	12/31/2009	24		Gerety AJE l...	Meals	-76,539.24	-248,594.53
General Journal	04/08/2010	2		to cover ope...	Mutual of Om...	-16,000.00	-264,594.53
General Journal	11/29/2010	17		monthly oper...	Mutual of Om...	-4,000.00	-268,594.53
General Journal	12/07/2010	42		Amount paid...	Water District	-1,768.37	-270,363.90
General Journal	12/16/2010	18		monthly oper...	Mutual of Om...	-4,200.00	-274,563.90
General Journal	12/23/2010	19		monthly oper...	Mutual of Om...	-15,000.00	-289,563.90
General Journal	03/01/2011	37			Mutual of Om...	-6,000.00	-294,563.90
General Journal	03/08/2011	38			Mutual of Om...	-7,000.00	-301,563.90
General Journal	03/15/2011	40			Mutual of Om...	-6,000.00	-307,563.90
General Journal	03/17/2011	41			Mutual of Om...	-20,000.00	-327,563.90
General Journal	08/10/2011	43			Mutual of Om...	-10,000.00	-337,563.90
General Journal	10/11/2011	44			Mutual of Om...	-4,000.00	-341,563.90
General Journal	10/28/2011	45			Mutual of Om...	-5,000.00	-346,563.90
General Journal	11/18/2011	46			Mutual of Om...	-16,000.00	-361,563.90
General Journal	12/30/2011	47			Mutual of Om...	-3,500.00	-365,063.90
General Journal	01/04/2012	48			Mutual of Om...	-6,000.00	-370,063.90
General Journal	02/15/2012	49			Mutual of Om...	-8,000.00	-378,063.90
Total Rogich 2004 Fam Irr Trust						-378,063.90	-378,063.90
Notes Payable - Other							
Total Notes Payable - Other							0.00
Total Notes Payable						-10,807,007.28	-10,807,007.28
Capital Accounts							
Capital - Antonio Nevada, LLC							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	3,000,000.00	3,000,000.00
General Journal	10/28/2009	6		Account Ope...	Opening Bal ...	-3,000,000.00	0.00
Total Capital - Antonio Nevada, LLC						0.00	0.00
Capital - Eddyline Inv							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-13,887.00	-13,887.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-41,818.00	-55,605.00
General Journal	12/31/2011	62		Adjust beg yr...	Distributions -...	1,294.00	-54,211.00
Total Capital - Eddyline Inv						-54,211.00	-54,211.00
Capital - Go Global							
General Journal	10/29/2008	8		Account Ope...	Opening Bal ...	-310,859.50	-310,859.50
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	310,859.50	0.00
Total Capital - Go Global						0.00	0.00
Capital - Ray Fam Tr							
General Journal	10/29/2008	11		Account Ope...	Opening Bal ...	-283,561.60	-283,561.60
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	205,956.60	-77,605.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-236,730.96	-314,336.96
General Journal	12/31/2011	62		Adjust beg yr...	Distributions -...	7,232.00	-307,103.96
Total Capital - Ray Fam Tr						-307,103.96	-307,103.96
Capital - Rogich 2004 FIT							
General Journal	10/29/2008	12		Account Ope...	Opening Bal ...	-250,000.00	-250,000.00
General Journal	12/31/2009	22		Gerety AJE l...	-SPLIT-	-2,926,116.00	-3,176,116.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-672,623.00	-3,748,739.00
General Journal	12/31/2011	52		Adjust beg yr...	Distributions -...	234,423.78	-3,514,315.22
Total Capital - Rogich 2004 FIT						-3,514,315.22	-3,514,315.22

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Capital - Teld, LLC							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-4,901,412.00	-4,901,412.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-315,442.00	-5,216,854.00
General Journal	12/31/2011	52		Adjust beg yr...	Distributions -...	361,767.00	-4,855,087.00
Total Capital - Teld, LLC						-4,855,087.00	-4,855,087.00
Contributions - Eddyline Inv							
General Journal	10/29/2008	7		Account Ope...	Opening Bal ...	-50,000.00	-50,000.00
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	50,000.00	0.00
Total Contributions - Eddyline Inv						0.00	0.00
Contributions - Go Global							
General Journal	10/29/2008	9		Account Ope...	Opening Bal ...	-4,973,870.00	-4,973,870.00
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	4,973,870.00	0.00
Total Contributions - Go Global						0.00	0.00
Contributions - Ray Fam Tr							
Total Contributions - Ray Fam Tr							0.00
Contributions - Rogich 2004 FIT							
General Journal	10/29/2008	13		Account Ope...	Opening Bal ...	-2,091,625.00	-2,091,625.00
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-2,926,116.00	-5,017,741.00
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	2,091,625.00	-2,926,116.00
Check	09/16/2009	1018	Antonlo Nevada	Sig's capital ...	City National	50,000.00	-2,876,116.00
Deposit	09/16/2009	2391	The Rogich 2004 F...	to pay Antonl...	City National	-50,000.00	-2,926,116.00
General Journal	12/31/2009	20		Gerety AJE t...	Distributions -...	-50,000.00	-2,976,116.00
General Journal	12/31/2009	22		Gerety AJE t...	Capital - Rogl...	2,926,116.00	-50,000.00
General Journal	12/31/2011	52		Adjust beg yr...	Distributions -...	50,000.00	0.00
Total Contributions - Rogich 2004 FIT						0.00	0.00
Contributions - Teld, LLC							
Total Contributions - Teld, LLC							0.00
Distributions - Antonlo Nevada,							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-3,000,000.00	-3,000,000.00
General Journal	12/31/2009	22		Gerety AJE t...	Capital - Rogl...	3,000,000.00	0.00
Total Distributions - Antonlo Nevada,						0.00	0.00
Distributions - Go Global							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-1,763,499.94	-1,763,499.94
General Journal	12/31/2009	22		Gerety AJE t...	Capital - Rogl...	1,763,499.94	0.00
Total Distributions - Go Global						0.00	0.00
Distributions - Rogich 2004 FIT							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-200,000.00	-200,000.00
General Journal	12/31/2009	20		Gerety AJE t...	Contributions ...	50,000.00	-150,000.00
General Journal	12/31/2009	22		Gerety AJE t...	Capital - Rogl...	200,000.00	50,000.00
General Journal	12/31/2011	52		Adjust beg yr...	-SPLIT-	-50,000.00	0.00
Total Distributions - Rogich 2004 FIT						0.00	0.00
Capital Accounts - Other							
Total Capital Accounts - Other							0.00
Total Capital Accounts						-8,730,717.18	-8,730,717.18

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**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Opening Bal Equity							
General Journal	10/29/2008	4		Account Ope...	Land-Boulder ...	-22,000,000.00	-22,000,000.00
Deposit	10/29/2008			Account Ope...	Closing Costs...	-680,498.00	-22,680,498.00
Deposit	10/29/2008			Account Ope...	Land Improve...	-4,032,891.08	-26,713,387.08
General Journal	10/29/2008	5		Account Ope...	ANB Financial	20,491,898.40	-6,221,391.28
General Journal	10/29/2008	7		Account Ope...	Contributions ...	50,000.00	-6,171,391.28
General Journal	10/29/2008	8		Account Ope...	Capital - Go ...	310,859.50	-5,860,531.78
General Journal	10/29/2008	9		Account Ope...	Contributions ...	4,973,870.00	-886,661.78
General Journal	10/29/2008	11		Account Ope...	Capital - Ray ...	283,581.60	-603,100.18
General Journal	10/29/2008	12		Account Ope...	Capital - Rogl...	250,000.00	-353,100.18
General Journal	10/29/2008	13		Account Ope...	Contributions ...	2,091,825.00	1,738,524.82
General Journal	10/29/2008	14		Account Ope...	Due (to) from ...	1,500,000.00	3,238,524.82
General Journal	10/29/2008	15		Account Ope...	Go Global	32,342.25	3,270,867.07
General Journal	11/01/2008	16		Account Ope...	Kingston Mg...	16,170,278.00	19,441,145.07
General Journal	10/29/2009	6		Account Ope...	Capital - Anto...	3,000,000.00	22,441,145.07
General Journal	12/31/2009	21		Gerety AJE t...	Misc. Income	-16,147,749.57	6,293,395.50
General Journal	12/31/2009	22		Gerety AJE t...	Capital - Rogl...	-6,293,395.50	0.00
Total Opening Bal Equity						0.00	0.00
Prior Year Depreciation Allowab							
General Journal	12/31/2009	35		Gerety AJE t...	A/D-Gun Club	449,591.00	449,591.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	-449,591.00	0.00
Total Prior Year Depreciation Allowab						0.00	0.00
Retained Earnings							
General Journal	01/01/2009	3		Gerety AJE	Land-Boulder ...	-1,329,895.56	-1,329,895.56
General Journal	12/31/2009	22		Gerety AJE t...	Capital - Rogl...	1,329,895.56	0.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	5,410,575.10	5,410,575.10
General Journal	12/31/2011	62		Adjust beg yr...	Distributions -...	-604,716.78	4,805,858.32
Total Retained Earnings						4,805,858.32	4,805,858.32
Cancellation of Debt Income							
General Journal	12/31/2009	25		Gerety AJE t...	ANB Financial	-6,170,278.08	-6,170,278.08
Total Cancellation of Debt Income						-6,170,278.08	-6,170,278.08
Misc. Income							
Deposit	08/27/2009	3002...	Nevada State Bank	balance in ol...	City National	-250.13	-250.13
Deposit	08/27/2009	3002...	Nevada State Bank	balance in ol...	City National	-1,387.84	-1,637.97
General Journal	12/31/2009	21		Gerety AJE t...	-SPLIT-	52.73	-1,585.24
General Journal	12/31/2009	29		Gerety AJE t...	Professional ...	1,585.24	0.00
Total Misc. Income						0.00	0.00
Reimbursed Expenses - Income							0.00
Total Reimbursed Expenses - Income							0.00
Rental Income							
Deposit	04/20/2009	2211	Jared Smith	see notes	City National	-12,500.00	-12,500.00
Deposit	04/20/2009	2005	Jared Smith	see notes	City National	-4,000.00	-16,500.00
Deposit	04/20/2009	2004	Jared Smith	see notes	City National	-4,000.00	-20,500.00
Deposit	04/20/2009	2003	Jared Smith	see notes	City National	-4,000.00	-24,500.00
Deposit	04/20/2009	2210	Jared Smith	see notes	City National	-12,000.00	-36,500.00
Deposit	05/12/2009	2212	Jared Smith	May rent	City National	-12,500.00	-49,000.00
Deposit	06/05/2009	2213	Jared Smith	June rent	City National	-12,500.00	-61,500.00
General Journal	12/31/2009	24		Gerety AJE t...	Meals	-4,400.00	-65,900.00
General Journal	04/24/2012	50		January, Feb...	Mutual of Om...	-24,000.00	-89,900.00
General Journal	07/25/2012	51		April, May, J...	Mutual of Om...	-18,000.00	-107,900.00
General Journal	08/21/2012	52		Pro Gun Clu...	Mutual of Om...	-12,000.00	-119,900.00
General Journal	10/30/2012	53		Pro Gun Clu...	Mutual of Om...	-18,000.00	-137,900.00
Deposit	11/29/2012	2533	Desert Hills Shooti...	December rent	Bank of Neva...	-6,000.00	-143,900.00
Total Rental Income						-143,900.00	-143,900.00
Service Revenue							0.00
Total Service Revenue							0.00
Depreciation Expense							0.00
Total Depreciation Expense							0.00

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Escrow fees							
General Journal	06/10/2009	1		debt settlem...	Kingston Mg...	7,004.50	7,004.50
General Journal	12/31/2009	27		Gerety AJE t...	Loan Costs - ...	-7,004.50	0.00
Total Escrow fees						0.00	0.00
Gun Club							
Accounting							
Bill	09/14/2009	6347	Gerety & Associates	annual acco...	Accounts Pay...	2,000.00	2,000.00
Bill	09/16/2009	6365	Gerety & Associates	preparation ...	Accounts Pay...	5,000.00	7,000.00
Bill	12/10/2009	6846	Gerety & Associates	corresponde...	Accounts Pay...	1,100.00	8,100.00
General Journal	12/31/2009	34		Gerety AJE t...	-SPLIT-	-7,041.18	1,058.82
Bill	03/02/2011	9418	Gerety & Associates	YE tax prep f...	Accounts Pay...	5,315.00	6,373.82
General Journal	12/31/2011	53		Reclassify le...	Professional ...	6,250.00	12,623.82
General Journal	12/31/2011	54		Allocate cert...	-SPLIT-	-10,053.00	2,570.82
Total Accounting						2,570.82	2,570.82
Amortization of Loan Costs -GC							
General Journal	12/31/2009	26		Gerety AJE t...	Loan Costs - ...	4,133.00	4,133.00
General Journal	12/31/2009	30		Gerety AJE t...	Loan Costs - ...	175.11	4,308.11
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-3,744.96	563.15
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	46.00	609.15
General Journal	12/31/2011	54		Allocate cert...	Accounting	-305.00	304.15
General Journal	12/31/2011	56		Amortize loa...	Loan Costs - ...	350.23	654.38
Total Amortization of Loan Costs -GC						654.38	654.38
Bank Service Charges							
Check	05/20/2009			Service Char...	City National	13.34	13.34
General Journal	06/10/2009	1		debt settlem...	Kingston Mg...	35.00	48.34
Check	08/20/2009			Service Char...	City National	92.11	140.45
Check	11/30/2009			Service Char...	City National	2.09	142.54
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-123.91	18.63
Check	01/31/2010			Service Char...	City National	10.77	29.40
Check	02/28/2010			Service Char...	City National	11.20	40.60
Check	02/28/2010			Service Char...	City National	15.28	55.88
Total Bank Service Charges						55.88	55.88
Depreciation Expense							
General Journal	12/31/2009	32		Gerety AJE t...	A/D-Warehouse	25,641.00	25,641.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	3,848.00	29,489.00
General Journal	12/31/2011	58		Record 2011...	-SPLIT-	3,851.00	33,340.00
Total Depreciation Expense						33,340.00	33,340.00
Insurance							
Bill	11/18/2009		McFadden Insuran...	general liabil...	Accounts Pay...	1,402.65	1,402.65
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-1,219.30	183.35
Bill	11/18/2011		Capitol Insurance	general liability	Accounts Pay...	8,216.00	8,398.35
General Journal	12/31/2011	54		Allocate cert...	Accounting	-7,141.00	1,257.35
Bill	12/06/2012		Capitol Insurance	general liability	Accounts Pay...	1,741.40	2,998.75
Bill	12/06/2012		Capitol Insurance	general liability	Accounts Pay...	696.50	3,695.25
Bill	01/01/2013		Capitol Insurance	general liabil...	Accounts Pay...	701.56	4,396.81
Total Insurance						4,396.81	4,396.81
Legal Fees							
Bill	06/26/2009	335676	Cotton, Driggs Et Al.	misc. work	Accounts Pay...	44,956.50	44,956.50
Bill	07/15/2009	119348	Kummer, Kaempfe...	misc.	Accounts Pay...	5,247.69	50,204.19
Bill	08/25/2009	342691	Cotton, Driggs Et Al.	misc. work	Accounts Pay...	22,631.27	72,835.46
Bill	08/25/2009	0801...	Cotton, Driggs Et Al.	SOS annual ...	Accounts Pay...	500.00	73,335.46
Bill	09/30/2009	346063	Cotton, Driggs Et Al.	misc. matters	Accounts Pay...	11,122.75	84,458.21
Bill	10/21/2009	1763...	Cotton, Driggs Et Al.	misc. matters	Accounts Pay...	6,303.00	90,761.21
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-78,897.00	11,864.21
Bill	01/07/2010	356314	Cotton, Driggs Et Al.	misc. matters	Accounts Pay...	787.50	12,651.71
Bill	03/03/2010	363292	Cotton, Driggs Et Al.	misc. matters	Accounts Pay...	1,705.00	14,356.71
Bill	04/07/2010	365517	Cotton, Driggs Et Al.	misc. matters	Accounts Pay...	15,168.28	29,522.99
Bill	04/29/2010	366318	Cotton, Driggs Et Al.	misc. matters	Accounts Pay...	2,640.00	32,162.99
Bill	03/15/2011		Cotton, Driggs Et Al.	Retainer for ...	Accounts Pay...	10,000.00	42,162.99
General Journal	12/31/2011	53		Reclassify le...	Professional ...	220.00	42,382.99

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	12/31/2011	54		Allocate cert...	Accounting	-13,952.00	28,430.99
General Journal	12/31/2011	55	Cotton, Driggs Et Al.	Move Cotton...	Accounts Pay...	2,000.00	30,430.99
Total Legal Fees						30,430.99	30,430.99
Licenses & Permits							
Bill	07/08/2009	GU92...	NDEP-BWPC	7/09 - 7/10 s...	Accounts Pay...	300.00	300.00
Bill	08/26/2009	010-1...	Nevada Departme...	Business lic...	Accounts Pay...	200.00	600.00
Bill	09/10/2009		DAQEM	air quality co...	Accounts Pay...	652.00	1,052.00
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-914.48	137.52
Bill	04/23/2010		DAQEM	dust permit p...	Accounts Pay...	138.00	275.52
Bill	05/07/2010		DAQEM	dust permit p...	Accounts Pay...	414.00	689.52
Bill	05/07/2010		NDEP-BWPC	7/10 - 7/11 s...	Accounts Pay...	300.00	989.52
Bill	05/10/2011	GU92...	NDEP-BWPC	7/11 - 6/12 s...	Accounts Pay...	300.00	1,289.52
Bill	05/10/2012	GU92...	NDEP-BWPC	7/11/2 - 3/30...	Accounts Pay...	300.00	1,589.52
Total Licenses & Permits						1,589.52	1,589.52
Miscellaneous							
Bill	09/03/2009	2294...	Depo International	public comm...	Accounts Pay...	166.16	166.16
General Journal	12/31/2009	24		Gerety AJE t...	Meals	88.90	253.05
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-219.97	33.08
Check	01/21/2010	1040	Eldorado Hills, LLC		City National	25,000.00	26,033.08
Deposit	01/21/2010	1040	Eldorado Hills, LLC	to establish ...	Mutual of Om...	-25,000.00	33.08
Check	02/09/2010	1041	Eldorado Hills	per Melissa	City National	4,500.00	4,533.08
Deposit	02/09/2010	1041	Eldorado Hills	per Melissa	Mutual of Om...	-4,500.00	33.08
Check	10/26/2010	1541	Clark County Depa...	to be reimb...	Mutual of Om...	30.00	63.08
Deposit	12/21/2010	1501	Desert Hills Shooti...	reimburs...	Mutual of Om...	-30.00	33.08
Total Miscellaneous						33.08	33.08
Office Supplies							
Bill	10/02/2009	50260	Priority Business C...	250 checks, ...	Accounts Pay...	112.80	112.80
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-98.05	14.75
Bill	06/11/2012	58542	Priority Business C...	new checks f...	Accounts Pay...	74.59	89.34
Total Office Supplies						89.34	89.34
Postage							
General Journal	12/31/2009	24		Gerety AJE t...	Meals	23.52	23.52
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-20.45	3.07
Total Postage						3.07	3.07
Professional Fees							
Payroll Service Fees							
Total Payroll Service Fees							0.00
Professional Fees - Other							
Bill	06/02/2009	127	Vallus Capital Group	June	Accounts Pay...	3,750.00	3,750.00
General Journal	06/10/2009	1		debt settle...	Kingston Mg...	162,324.00	166,074.00
General Journal	12/31/2009	24		Gerety AJE t...	Meals	51,533.36	217,607.36
General Journal	12/31/2009	29		Gerety AJE t...	Misc. Income	-1,585.24	216,022.12
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-187,783.93	28,238.19
Bill	07/31/2012	066878	Bradshaw, Smith &...	related to bu...	Accounts Pay...	4,015.00	32,253.19
Total Professional Fees - Other						32,253.19	32,253.19
Total Professional Fees						32,253.19	32,253.19

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Property Taxes							
Bill	08/13/2009	189-1...	Clark County Trea...	July 1, 2209 ...	Accounts Pay...	14,487.26	14,487.26
Bill	08/13/2009	189-1...	Clark County Trea...	July 1, 2209 ...	Accounts Pay...	14,487.24	28,974.49
Bill	08/13/2009	189-1...	Clark County Trea...	July 1, 2209 ...	Accounts Pay...	14,483.41	43,457.90
Bill	08/13/2009	189-1...	Clark County Trea...	July 1, 2209 ...	Accounts Pay...	14,483.41	57,941.31
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	-50,367.28	7,574.03
Bill	04/26/2010		Clark County Trea...	late fees for l...	Accounts Pay...	573.36	8,147.39
Bill	09/14/2010	189-1...	Clark County Trea...	Installment #...	Accounts Pay...	14,992.12	23,139.51
Bill	09/14/2010	189-1...	Clark County Trea...	Installment #2	Accounts Pay...	14,401.29	37,540.80
Bill	09/14/2010	189-1...	Clark County Trea...	Installment #3	Accounts Pay...	14,401.29	51,942.09
Bill	09/14/2010	189-1...	Clark County Trea...	Installment #4	Accounts Pay...	14,401.29	66,343.38
Bill	11/15/2010		Clark County Trea...	late fee for in...	Accounts Pay...	1,440.42	67,783.80
Bill	07/20/2011	189-1...	Clark County Trea...	2011 Install...	Accounts Pay...	16,308.66	83,092.36
Bill	07/20/2011	189-1...	Clark County Trea...	2011 Install...	Accounts Pay...	16,920.90	99,013.26
Bill	07/20/2011	189-1...	Clark County Trea...	2011 Install...	Accounts Pay...	15,308.58	114,321.84
Bill	07/20/2011	189-1...	Clark County Trea...	2011 Install...	Accounts Pay...	16,308.58	129,630.42
General Journal	12/31/2011	54		Allocate cert...	Accounting	-53,762.00	75,868.42
Bill	04/20/2012	189-1...	Clark County Trea...	penalties & f...	Accounts Pay...	1,409.21	77,277.63
Bill	07/30/2012	189-1...	Clark County Trea...	Installment #...	Accounts Pay...	16,288.31	93,565.94
Bill	07/30/2012	189-1...	Clark County Trea...	Installment #...	Accounts Pay...	16,939.86	110,505.80
Bill	07/30/2012	189-1...	Clark County Trea...	Installment #...	Accounts Pay...	16,288.33	126,794.13
Bill	07/30/2012	189-1...	Clark County Trea...	Installment #...	Accounts Pay...	16,288.33	143,082.46
Total Property Taxes						143,082.46	143,082.46
Repairs							
Bill	08/28/2009	374789	Marlin Door Manuf...	new door for ...	Accounts Pay...	2,668.00	2,668.00
General Journal	12/31/2009	28		Gerety AJE t...	Building-Ware...	-2,668.00	0.00
Total Repairs						0.00	0.00
Water District							
Total Water District							0.00
Gun Club - Other							
Total Gun Club - Other							0.00
Total Gun Club						248,499.54	248,499.54
Misc.							
Total Misc.							0.00
Payroll Expenses							
Total Payroll Expenses							0.00
Political Contributions							
General Journal	12/31/2009	24		Gerety AJE t...	Meals	6,000.00	6,000.00
Total Political Contributions						6,000.00	6,000.00
Warehouse							
Accounting							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	7,041.18	7,041.18
Bill	02/15/2010	7138	Gerety & Associates	1099's for 20...	Accounts Pay...	226.00	7,266.18
Bill	09/15/2010	8860	Gerety & Associates	work done fo...	Accounts Pay...	10,500.00	17,766.18
General Journal	12/31/2011	54		Allocate cert...	Accounting	10,053.00	27,819.18
Total Accounting						27,819.18	27,819.18
Amortization of Loan Costs Whse							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	3,744.96	3,744.96
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	305.00	4,049.96
General Journal	12/31/2011	54		Allocate cert...	Accounting	305.00	4,354.96
Total Amortization of Loan Costs Whse						4,354.96	4,354.96
Bank Service Charges							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	123.91	123.91
Total Bank Service Charges						123.91	123.91

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Depreciation Exp - Whse							
General Journal	12/31/2009	32		Gerety AJE t...	A/D-Warehouse	170,539.00	170,539.00
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	25,662.00	196,201.00
General Journal	12/31/2011	58		Record 2011...	Depreciation ...	25,662.00	221,863.00
Total Depreciation Exp - Whse						221,863.00	221,863.00
Insurance							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	1,219.30	1,219.30
Bill	10/08/2010	238851	McFadden Insuran...	general liabil...	Accounts Pay...	3,046.35	4,265.65
Bill	11/17/2010		McFadden Insuran...	general liabil...	Accounts Pay...	3,987.68	8,253.33
General Journal	12/31/2011	54		Allocate cert...	Accounting	7,141.00	15,394.33
Total Insurance						15,394.33	15,394.33
Legal Fees							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	78,897.00	78,897.00
Bill	01/07/2010	356314	Cotton, Driggs Et Al.	Statement N...	Accounts Pay...	11,273.68	90,170.58
Bill	01/29/2010	359822	Cotton, Driggs Et Al.	misc. matters	Accounts Pay...	12,766.00	102,936.58
Bill	03/03/2010	363292	Cotton, Driggs Et Al.	Statement N...	Accounts Pay...	26,903.50	129,840.08
Bill	03/31/2010	0801...	Cotton, Driggs Et Al.	prep fee for ...	Accounts Pay...	395.00	130,235.08
Bill	08/23/2010		Cotton, Driggs Et Al.	Nevada Sec...	Accounts Pay...	325.00	130,560.08
Bill	08/23/2010		Cotton, Driggs Et Al.	registered a...	Accounts Pay...	375.00	130,935.08
General Journal	12/31/2011	53		Reclassify le...	Professional ...	3,830.00	134,765.08
General Journal	12/31/2011	54		Allocate cert...	Accounting	13,952.00	148,717.08
Check	07/30/2012	1614	Cotton, Driggs Et Al.	retainer	Mutual of Om...	6,000.00	153,717.08
Total Legal Fees						153,717.08	153,717.08
License & Permits							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	914.48	914.48
Check	05/06/2011	1569	DAQEM	Dust Control...	Mutual of Om...	560.00	1,474.48
Total License & Permits						1,474.48	1,474.48
Meals							
General Journal	12/31/2009	24		Gerety AJE t...	-SPLIT-	66.00	66.00
Total Meals						66.00	66.00
Miscellaneous							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	219.97	219.97
Total Miscellaneous						219.97	219.97
Office Supplies							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	98.05	98.05
Total Office Supplies						98.05	98.05
Postage							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	20.45	20.45
Total Postage						20.45	20.45
Professional Fees							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	187,783.93	187,783.93
Bill	09/14/2011	10675	Gerety & Associates	prep for ame...	Accounts Pay...	6,260.00	194,033.93
Bill	11/20/2011		Cotton, Driggs Et Al.	Eldorado Hills	Accounts Pay...	220.00	194,253.93
Bill	12/19/2011		Cotton, Driggs Et Al.	Do Wall	Accounts Pay...	3,830.00	198,083.93
General Journal	12/31/2011	53		Reclassify le...	-SPLIT-	-10,300.00	187,783.93
Bill	02/02/2012	394758	Cotton, Driggs Et Al.	17538-12	Accounts Pay...	1,165.00	188,948.93
Bill	03/28/2012	396853	Cotton, Driggs Et Al.	17538-12	Accounts Pay...	165.00	189,113.93
Bill	04/20/2012	12098	Gerety & Associates	prep of the 2...	Accounts Pay...	175.00	189,288.93
Bill	05/16/2012	12286	Gerety & Associates	2010 adjust...	Accounts Pay...	825.00	190,113.93
Bill	08/24/2012	12679	Gerety & Associates	prep for 201...	Accounts Pay...	2,760.00	192,863.93
Bill	12/17/2012	13289	Gerety & Associates	Accding svcs...	Accounts Pay...	240.00	193,103.93
Bill	01/31/2013	13460	Gerety & Associates	prep for year...	Accounts Pay...	386.00	193,488.93
Total Professional Fees						193,488.93	193,488.93
Property Taxes							
General Journal	12/31/2009	34		Gerety AJE t...	Accounting	50,367.28	50,367.28
General Journal	12/31/2011	54		Allocate cert...	Accounting	53,762.00	104,129.28
Total Property Taxes						104,129.28	104,129.28

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Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Utilities							
BIII	07/27/2009	4518...	LVVWD	6/20 - 7/21	Accounts Pay...	345.37	345.37
BIII	07/30/2009	0024...	NV Energy	6/25 - 7/27	Accounts Pay...	1,692.03	2,037.40
BIII	07/31/2009	30-89 0	Boulder Disposal	July	Accounts Pay...	286.41	2,323.81
BIII	08/25/2009	4518...	LVVWD	7/22 - 8/19	Accounts Pay...	244.35	2,568.16
BIII	08/28/2009	0024...	NV Energy	7/27 - 8/25	Accounts Pay...	1,444.85	4,013.01
BIII	08/31/2009	30 89 0	Boulder Disposal	August	Accounts Pay...	286.41	4,299.42
BIII	09/24/2009	4518...	LVVWD	8/20 - 9/21	Accounts Pay...	1,027.77	5,327.19
BIII	09/29/2009	0024...	NV Energy	8/25 - 9/24	Accounts Pay...	1,685.83	6,913.02
BIII	09/30/2009	30-89 0	Boulder Disposal	September	Accounts Pay...	143.21	7,056.23
BIII	10/26/2009	4518...	LVVWD	9/22 - 10/20	Accounts Pay...	631.33	7,687.56
BIII	10/29/2009	0024...	NV Energy	9/24 - 10/26	Accounts Pay...	1,173.90	8,861.46
BIII	10/31/2009	30-89 0	Boulder Disposal	October	Accounts Pay...	143.20	9,004.66
BIII	11/26/2009	4518...	LVVWD	10/21 - 11/19	Accounts Pay...	138.27	9,142.93
BIII	11/30/2009	30- 8...	Boulder Disposal	November	Accounts Pay...	143.20	9,286.13
BIII	12/01/2009	0024...	NV Energy	10/26 - 11/24	Accounts Pay...	1,012.09	10,298.22
BIII	12/24/2009	4518...	LVVWD	11/20 - 12/21	Accounts Pay...	371.53	10,669.75
BIII	12/31/2009	30-89 0	Boulder Disposal	December	Accounts Pay...	143.20	10,812.95
BIII	12/31/2009	0024...	NV Energy	11/24 - 12/28	Accounts Pay...	1,162.77	11,975.72
General Journal	12/31/2009	24		Gerety AJE L...	Meals	23,229.46	35,205.18
BIII	01/29/2010	0024...	NV Energy	12/28 - 1/27	Accounts Pay...	1,139.04	36,344.22
BIII	01/30/2010	30- 8...	Boulder Disposal	1/2 January ...	Accounts Pay...	143.20	36,487.42
BIII	02/28/2010	30- 8...	Boulder Disposal	1/2 February ...	Accounts Pay...	143.20	36,630.62
BIII	03/03/2010	0024...	NV Energy	1/27 - 3/1	Accounts Pay...	1,666.03	38,196.65
BIII	03/31/2010	30- 8...	Boulder Disposal	1/2 March se...	Accounts Pay...	143.20	38,338.85
BIII	04/01/2010	3000...	NV Energy	3/1 - 3/30	Accounts Pay...	992.89	39,331.74
BIII	04/29/2010	3000...	NV Energy	3/30 - 4/27	Accounts Pay...	1,037.88	40,369.62
BIII	04/30/2010	30-89 0	Boulder Disposal	1/2 April ser...	Accounts Pay...	286.41	40,656.03
BIII	05/29/2010	0024...	NV Energy	4/27 - 5/27	Accounts Pay...	1,079.26	41,735.29
BIII	05/31/2010	30-89 0	Boulder Disposal	1/2 May serv...	Accounts Pay...	143.20	41,878.49
BIII	06/30/2010	3000...	NV Energy	5/27 - 6/28	Accounts Pay...	1,677.74	43,556.23
BIII	06/30/2010	30- 8...	Boulder Disposal	1/2 June ser...	Accounts Pay...	143.20	43,699.43
BIII	07/30/2010	3000...	NV Energy	6/28 - 7/28	Accounts Pay...	2,258.97	45,958.40
BIII	07/31/2010	30- 8...	Boulder Disposal	1/2 July serv...	Accounts Pay...	143.20	46,101.60
BIII	08/27/2010	3000...	NV Energy	7/28 - 8/25	Accounts Pay...	2,032.66	48,134.26
BIII	08/31/2010	30- 8...	Boulder Disposal	1/2 August s...	Accounts Pay...	143.20	48,277.46
BIII	09/29/2010	3000...	NV Energy	8/25 - 9/24	Accounts Pay...	1,345.13	49,622.59
BIII	09/30/2010	30 89 0	Boulder Disposal	1/2 Septemb...	Accounts Pay...	143.20	49,765.79
BIII	10/28/2010	3000...	NV Energy	9/24 - 10/26	Accounts Pay...	658.44	50,424.23
BIII	10/31/2010	30 89 0	Boulder Disposal	1/2 October ...	Accounts Pay...	143.20	50,567.43
BIII	11/30/2010	3000...	NV Energy	10/26 - 11/24	Accounts Pay...	638.12	51,205.55
BIII	12/30/2010	30 89 0	Boulder Disposal	1/2 Novemb...	Accounts Pay...	143.20	51,348.75
BIII	12/31/2010	3000...	NV Energy	11/24/10-12/...	Accounts Pay...	560.73	51,909.48
BIII	01/29/2011	30-89 0	Boulder Disposal	1/2 Decemb...	Accounts Pay...	286.41	52,195.89
BIII	02/28/2011	3000...	NV Energy	January	Accounts Pay...	438.13	52,634.02
BIII	03/01/2011	30-89 0	Boulder Disposal	1/2 February...	Accounts Pay...	143.20	52,777.22
BIII	03/01/2011	3000...	NV Energy	Service perl...	Accounts Pay...	673.89	53,450.91
BIII	03/31/2011	3000...	NV Energy	Service perl...	Accounts Pay...	0.00	53,450.91
BIII	03/31/2011	3000...	NV Energy	Service pd 2...	Accounts Pay...	753.24	54,204.15
BIII	03/31/2011	30-89 0	Boulder Disposal	3/31/11	Accounts Pay...	145.41	54,349.56
BIII	04/29/2011	3000...	NV Energy	3/28/11 - 4/2...	Accounts Pay...	639.99	54,989.55
BIII	04/30/2011	30-89 0	Boulder Disposal	4/30/11	Accounts Pay...	145.41	55,134.96
BIII	05/27/2011	3000...	NV Energy	4/26/11 - 5/2...	Accounts Pay...	625.07	55,760.03
BIII	05/31/2011	30-89 0	Boulder Disposal	5/31/11	Accounts Pay...	145.41	55,905.44
BIII	06/29/2011	3000...	NV Energy	5/24/11 - 6/2...	Accounts Pay...	770.82	56,676.26
BIII	06/30/2011	30-89 0	Boulder Disposal	6/30/11	Accounts Pay...	145.41	56,821.67
BIII	07/29/2011	3000...	NV Energy	6/24/11 - 7/2...	Accounts Pay...	0.00	56,821.67
BIII	07/31/2011	3000...	Boulder Disposal	7/31/11	Accounts Pay...	145.41	56,967.08
Check	08/24/2011	Direct...	NV Energy	paid over ph...	Mutual of Om...	990.77	57,957.85
BIII	08/27/2011	3000...	NV Energy	7/26 - 8/24	Accounts Pay...	0.00	57,957.85
BIII	08/31/2011	30-89 0	Boulder Disposal	8/31/11	Accounts Pay...	145.41	58,103.26
BIII	09/27/2011	3000...	NV Energy	8/24/11 - 9/2...	Accounts Pay...	819.59	58,922.85
BIII	09/30/2011	30-89 0	Boulder Disposal	9/30/11	Accounts Pay...	145.41	59,068.26
BIII	10/28/2011	3000...	NV Energy	9/22/11 - 10/...	Accounts Pay...	688.81	59,757.07
BIII	10/31/2011	30-89 0	Boulder Disposal	10/31/11	Accounts Pay...	145.41	59,902.48
BIII	11/29/2011	3000...	NV Energy	10/24/11 - 1...	Accounts Pay...	713.81	60,616.29
BIII	11/30/2011	30- 8...	Boulder Disposal	11/28/11	Accounts Pay...	145.41	60,761.70
BIII	12/29/2011	3000...	NV Energy	11/22 - 12/22	Accounts Pay...	834.65	61,596.35
BIII	12/31/2011	30 89 0	Boulder Disposal	12/31/11	Accounts Pay...	145.41	61,741.76

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