

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.**

Electronically Filed
Jul 09 2021 04:50 p.m.
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. 32**

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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 Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	9-10	JA_002212-2455
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	10-11	JA_002456-2507
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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				
12				
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 2 3 4 5	Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements	10/7/19	34	JA_008107-8120
6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment	6/1/18	9	JA_002197-2211
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Reply in Support of Their Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment	7/19/18	13	JA_003115-3189
17 18 19 20 21 22 23	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's: (1) Opposition to Nanyah Vegas, LLC's Motion to Retax Costs; and (2) Countermotion to Award Costs	10/28/19	36-37	JA_008820-8902

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

1 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			

Errata to Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs	9/5/18	14	JA_003352-3357
Errata to Pretrial Memorandum	4/16/19	29	JA_007062-7068
Ex Parte Motion for an Order Shortening Time on Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)	2/8/19	17	JA_004036-4039
First Amended Complaint	10/21/13	1	JA_000027-47
Joint Case Conference Report	5/25/17	4	JA_000842-861
Judgment	5/4/2020	38	JA_009247-9248
Judgment Regarding Award of Attorneys' Fees and Costs in Favor of the Rogich Defendants	5/5/2020	38	JA_009255-9256
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Minutes	2/21/19	20	JA_004790-4791
Minutes	3/5/19	22	JA_005261-5262
Minutes	3/20/19	25	JA_006038-6039
Minutes	4/18/19	29	JA_007104-7105
Minutes	4/22/19	30	JA_007146-7147
Minutes	9/5/19	33	JA_008025-8026
Minutes	1/30/2020	37	JA_009059-9060
Minutes	3/31/2020	38	JA_009227-9228
Minutes – Calendar Call	11/1/18	14	JA_003454-3455
Minutes – Telephonic Conference	11/5/18	14	JA_003456-3457

1	Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
2				
3	Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
4				
5	Motion for Rehearing	8/17/18	13-14	JA_003205-3316
6	Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
7				
8	Motion for Summary Judgment	2/23/18	4-6	JA_000894-1245
9				
10	Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)	5/10/19	30-31	JA_007237-7598
11				
12				
13	Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees on Order Shortening Time	2/27/19	21-22	JA_005175-5260
14				
15				
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				
19				
20				
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	Nanyah Vegas, LLC's	10/16/19	35	JA_008449-8457
2	Motion to Retax Costs			
3	Submitted by Sigmund			
4	Rogich, Individually and as			
5	Trustee of the Rogich			
6	Family Revocable Trust, and			
7	Imitations, LLC's			
8	Memorandum of Costs and			
	Disbursements Pursuant to			
	NRS 18.005 and NRS			
	18.110			
9	Nanyah Vegas, LLC's	2/26/19	21	JA_005138-5174
10	Motion to Settle Jury			
11	Instructions Base Upon the			
12	Court's October 5, 2018			
	Order Granting Summary			
	Judgment			
13	Nanyah Vegas, LLC's	4/16/19	29	JA_007052-7061
14	Notice of Compliance with			
	4-9-2019 Order			
15	Nanyah Vegas, LLC's	6/25/18	13	JA_003053-3076
16	Opposition to Defendants			
17	Sigmund Rogich,			
18	Individually and as Trustee			
19	of the Rogich Family			
20	Irrevocable Trust and			
21	Imitations, LLC's Motion			
	for Reconsideration and			
	Joinder			
22	Nanyah Vegas, LLC's	8/6/19	33	JA_007959-8006
23	Opposition to Eldorado			
24	Hills, LLC's Motion for			
	Dismissal with Prejudice			
	Under Rule 41(e)			

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

1	Nanyah Vegas, LLC's Reply	5/15/18	8	JA_001826-1829
2	in Support of Motion to			
3	Continue Trial and to set			
4	Firm Trial Date			
5	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009033-9040
6	in Support of Motion to			
7	Retax Costs submitted by			
8	Eldorado Hills, LLC, Peter			
9	Eliades, Individually and as			
10	Trustee of the Eliades			
11	survivor Trust of 10/30/08,			
12	and Teld, LLC's			
13	Memorandum of Costs and			
14	Disbursements			
15	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009041-9045
16	in Support of its Motion to			
17	Retax Costs Submitted by			
18	Sigmund Rogich,			
19	Individually and as Trustee			
20	of the Rogich Family			
21	Revocable Trust, and			
22	Imitations, LLC's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
	Nanyah Vegas, LLC's Reply	3/27/19	25	JA_006114-6134
	in Support of Motion to			
	Settle Jury Instructions			
	Based Upon the Court's			
	October 5, 2018, Order			
	Granting Summary			
	Judgment			

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

1	Notice of Appeal	5/21/2020	38	JA_009283-9304
2	Notice of Consolidation	4/5/17	4	JA_000822-830
3	Notice of Cross-Appeal	11/7/19	37	JA_008921-8937
4	Notice of Entry of Decision and Order	10/4/19	33	JA_008063-8072
5	Notice of Entry of Judgment	5/6/2020	38	JA_009264-9268
6	Notice of Entry of Order	10/8/18	14	JA_003413-3427
7	Notice of Entry of Order	3/26/19	25	JA_006108-6113
8	Notice of Entry of Order	4/17/19	29	JA_007073-7079
9	Notice of Entry of Order	4/30/19	30	JA_007169-7173
10	Notice of Entry of Order	5/1/19	30	JA_007202-7208
11	Notice of Entry of Order	5/1/19	30	JA_007209-7215
12	Notice of Entry of Order	6/24/19	32	JA_007828-7833
13	Notice of Entry of Order	6/24/19	32	JA_007834-7839
14	Notice of Entry of Order	2/3/2020	37	JA_009061-9068
15	Notice of Entry of Order	4/28/2020	38	JA_009235-9242
16	Notice of Entry of Order	5/7/2020	38	JA_009269-9277
17	Notice of Entry of Order (sic)	5/7/2020	38	JA_009278-9282
18	Notice of Entry of Order	7/26/18	13	JA_003192-3197
19	Denying Motion for Reconsideration			
20				
21	Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion for Reconsideration	8/13/18	13	JA_003200-3204
22				
23				
24	Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule	4/10/19	27	JA_006478-6483
25				
26				

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

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

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

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

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

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

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

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

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

1 2 3 4 5 6 7	Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-in-fact Contract Theory	4/9/19	27	JA_006457-6459
8 9 10 11 12 13 14	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 nd Supplemental Pre-Trial Disclosures	4/10/19	27	JA_006472-6474
15 16 17 18 19 20 21 22 23 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. 32** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

Brenoch Wirthlin
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*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

FENNEMORE CRAIG, P.C.

SUITE 1400
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

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1 **MEMO**

2 Samuel S. Lionel, Esq. (Bar No. 1766)
3 Thomas Fell, Esq. (Bar No. 3717)
4 Brenoch Wirthlin, Esq. (Bar No. 10282)
5 **FENNEMORE CRAIG, P.C.**
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10 tfell@fclaw.com
11 bwirthlin@fclaw.com

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

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

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

24 Plaintiffs,

25 v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANT THE ROGICH FAMILY
IRREVOCABLE TRUST'S
MEMORANDUM OF COSTS AND
DISBURSEMENTS PURSUANT TO
NRS 18.005 AND NRS 18.110**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

FENNEMORE CRAIG, P.C.
SUITE 1400
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

DEFENDANT THE ROGICH FAMILY IRREVOCABLE TRUST'S MEMORANDUM OF COSTS AND DISBURSEMENTS PURSUANT TO NRS 18.005 AND NRS 18.110

Copy Charges.....	\$ 1,920.90
Filing Fees.....	\$ 1,260.50
Messenger Fees.....	\$ 490.95
Postage Charges	\$ 39.33
SOS Record Copy Fees.....	\$ 336.00
Service of Process Fees.....	\$ 400.00
Transcript/Deposition Fees.....	\$ 7,263.72
Legal Research	\$ 18,912.00
TOTAL:	\$ 30,623.40

See Itemization of Costs, attached hereto.

STATE OF NEVADA }
COUNTY OF CLARK }ss.


Brenoch Wirthlin, Esq., being duly sworn under penalty of perjury states: that Affiant is the attorney for the Defendant The Rogich Family Irrevocable Trust and has personal knowledge of the above costs and disbursements expended; that the items contained in the above Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110 are true and correct to the best of this Affiant's knowledge and belief; and that the said disbursements have been necessarily incurred and paid in this action.

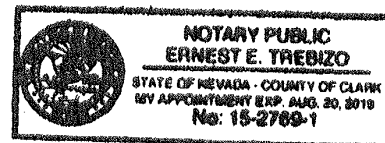
FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED: May 6, 2019.


BRENOCH WIRTHLIN, ESQ.

SUBSCRIBED and SWORN to before me
on May 6, 2019.


NOTARY PUBLIC



FENNEMORE CRAIG, P.C.

SUITE 1400
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C., and that on April 26, 2019, I caused to be electronically served through the Court's e-service/e-filing system, true and correct copies of the foregoing **DEFENDANT THE ROGICH FAMILY IRREVOCABLE TRUST'S MEMORANDUM OF COSTS AND DISBURSEMENTS PURSUANT TO NRS 18.005 AND NRS 18.110** properly addressed to the following:

Mark Simons, Esq.
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6490 South McCarran Blvd., #F-46
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Las Vegas, NV 89145

DATED: May 6, 2019

/s/ Morganne Westover
An employee of **Fennemore Craig, P.C.**

Rogich Family Irrevocable Trust adv. Nanyah Vegas, LLC

		Copy Charges	
Work Date	Description		Amount
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3/31/2017	General Copies	\$	17.00
4/7/2017	General Copies	\$	84.40
4/14/2017	General Copies	\$	24.00
6/21/2017	General Copies	\$	9.00
6/21/2017	General Copies	\$	10.00
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7/30/2018	General Copies	\$	239.80
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10/5/2018	General Copies	\$	3.20
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10/8/2018	General Copies	\$	6.20

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10/9/2018	General Copies	\$ 0.20
10/9/2018	General Copies	\$ 5.40
10/10/2018	General Copies	\$ 0.40
10/11/2018	General Copies	\$ 8.80
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10/16/2018	General Copies	\$ 3.60
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10/25/2018	General Copies	\$ 2.40
10/26/2018	General Copies	\$ 1.20
10/26/2018	General Copies	\$ 1.40
10/26/2018	General Copies	\$ 11.60
10/30/2018	General Copies	\$ 3.80
11/1/2018	General Copies	\$ 3.00
3/25/2019	General Copies	\$ 10.20
3/25/2019	General Copies	\$ 56.20
3/26/2019	General Copies	\$ 106.20
4/5/2019	General Copies	\$ 85.60
		\$ 1,920.90

Filing Fees		Amount
Work Date	Description	Amount
12/22/2016	Motion to Dismiss or Strike Unauthorized Pleadings	\$ 376.50
12/22/2016	Defendants' Initial Appearance Fee Disclosure (NRS Chapter 19)	\$ 3.50
2/7/2017	Reply in Support of Motion to Dismiss or Strike Unauthorized	\$ 3.50
4/24/2017	Defendants' Answer to Complaint	\$ 3.50
6/26/2017	Notice of Hearing	\$ 3.50
9/12/2017	Samuel Lionel - NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF DOCUMENTS	\$ 3.50
11/13/2017	Samuel Lionel: Defendants' Motion to Compel	\$ 3.50
12/8/2017	Samuel Lionel: Defendants' Reply in Support of Motion to Compel	\$ 3.50
12/15/2017	Samuel Lionel: Motion for Leave to Amend Answer to Complaint	\$ 3.50
12/18/2017	Samuel Lionel: Acceptance of Service Regarding Subpoena Duces Tecum to Carlos Huerta	\$ 3.50
1/5/2018	Samuel Lionel: Opposition to Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel	\$ 3.50
1/23/2018	Brenoch Wirthlin: Defendants' First Amended Answer to Complaint	\$ 3.50
1/23/2018	Samuel Lionel: Opposition to Motion to Compel and Countermotion for an Order that the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed	\$ 3.50
1/29/2018	Brenoch Wirthlin: Order Granting Motion for Leave to Amend Answer to Complaint	\$ 3.50
2/23/2018	Samuel Lionel: Motion for Summary Judgment	\$ 209.50
2/27/2018	Samuel Lionel: Reply In Support Of Countermotion For An Order That The Answers To Requests For Admissions Should Be Considered As Having Been Timely Filed	\$ 3.50
3/8/2018	Samuel Lionel: 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	\$ 209.50
3/14/2018	Samuel Lionel: Discovery Commissioner's Report and Recommendation	\$ 3.50
3/21/2018	Samuel Lionel: Notice of Entry	\$ 3.50
4/11/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Reply in Support of Motion for Summary Judgment and Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for NRCP 56(f) Relief	\$ 3.50

Work Date	Description	Amount
4/17/2018	Samuel Lionel: 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 Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld's Reply in Support of Their Joinder to Motion for Summary Judgment and Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and NRCP 56(f) Relief	\$ 3.50
5/1/2018	Samuel Lionel: Discovery Commissioners Report and Recommendations	\$ 3.50
5/2/2018	Samuel Lionel: Notice of Entry	\$ 3.50
5/10/2018	Samuel Lionel: 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	\$ 3.50
5/11/2018	Brenoch Wirthlin: Defendants' Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial	\$ 3.50
6/5/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually And As Trustee Of The Rogich Family Irrevocable Trust And Imitations, LLC's Motion For Reconsideration	\$ 3.50
6/14/2018	Samuel Lionel: 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	\$ 3.50
7/2/2018	Samuel Lionel: Reply in Support of Defendants' Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations LLC Motion for Reconsideration	\$ 3.50
7/24/2018	Samuel Lionel: Order Denying Motion For Reconsideration	\$ 3.50
7/25/2018	Samuel Lionel: Reply in Support of Defendants' Motion for Expedited Hearing on Pending Motions in Limine	\$ 3.50
7/26/2018	Samuel Lionel: Notice of Entry of Order Denying Motion for Reconsideration	\$ 3.50
8/17/2018	Samuel Lionel: Motion for Re-hearing	\$ 3.50
9/20/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Reply in Support of Their Motion for Rehearing	\$ 3.50
9/28/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations; Notice of Non-Opposition to Nanyah's Motion in Limine #4 Re: Yoav Harlap's Personal Financials	\$ 3.50
9/28/2018	Samuel Lionel: 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	\$ 3.50
9/28/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #2 re: NRS 47.240(2) Mandates Finding that Nanyah Vegas Invested \$1.5 Million into Eldorado Hills, LLC	\$ 3.50
9/28/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of its Managing Member	\$ 3.50
2/6/2019	Samuel Lionel: Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)	\$ 3.50
2/8/2019	Brenoch Wirthlin: Ex Parte Motion for an Order Shortening Time on Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b)	\$ 3.50
2/8/2019	Brenoch Wirthlin: Order Shortening Time	\$ 3.50
2/8/2019	Brenoch Wirthlin: Notice of Entry of Order	\$ 3.50
2/13/2019	Brenoch Wirthlin: Receipt of Copy	\$ 3.50
2/15/2019	Brenoch Wirthlin: Motion for Leave to File Motion for Summary Judgment and Motion for Summary Judgment	\$ 209.50
2/19/2019	Brenoch Wirthlin: Defendants Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust, Sigmund Rogich, Individually and Imitations, LLC's Omnibus Opposition to (1) Nanyah Vegas LLC's Motion for Summary Judgment and (2) Limited Opposition to Eldorado Hills, LLC's Motion for Summary Judgment	\$ 3.50
2/19/2019	Brenoch Wirthlin: Certificate of Service	\$ 3.50
2/20/2019	Brenoch Wirthlin: Reply in Support of Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)	\$ 3.50

Work Date	Description	Amount
2/26/2019	Brenoch Wirthlin: Defendants' Motion in Limine to Preclude Plaintiff and 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	\$ 3.50
2/27/2019	Brenoch Wirthlin: Motion to Compel Production of Plaintiff's Tax Returns and For Attorneys' Fees on Order Shortening Time	\$ 3.50
3/8/2019	Thomas Fell: Opposition to Nanyah Vegas, LLC'S Motion in Limine #5 Re: Parol Evidence Rule	\$ 3.50
3/8/2019	Thomas Fell: Opposition to Nanyah Vegas, LLC's Motion in Limine #6 Re: Date of Discovery	\$ 3.50
3/19/2019	Brenoch Wirthlin: Reply in Support of Motion to Compel Production of Plaintiff's Tax Returns	\$ 3.50
3/21/2019	Brenoch Wirthlin: Errata to Rogich Defendants' Opposition to Plaintiff's Motion to Settle Jury Instructions	\$ 3.50
3/21/2019	Brenoch Wirthlin: Rogich Defendants' Opposition to Plaintiff's Motion to Settle Jury Instructions	\$ 3.50
3/22/2019	Brenoch Wirthlin: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's 2nd Supplemental Pre-Trial Disclosures	\$ 3.50
3/26/2019	Brenoch Wirthlin: Notice of Entry of Order	\$ 3.50
3/26/2019	Brenoch Wirthlin: Order Denying The Rogich Defendants' NRCP 60(b) Motion	\$ 3.50
3/28/2019	Brenoch Wirthlin: Reply in Support of Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial	\$ 3.50
3/29/2019	Brenoch Wirthlin: Rogich Defendants' Reply in Support of Motion in Limine Regarding Consulting Fee Admission	\$ 3.50
4/5/2019	Brenoch Wirthlin: Opposition to Plaintiff's Motion to Reconsider Order on Motion in Limine #5 Re Parol Evidence Rule on OST	\$ 3.50
4/6/2019	Brenoch Wirthlin: Objections to Nanyah Vegas, LLC's Pre-Trial Disclosures	\$ 3.50
4/6/2019	Brenoch Wirthlin: Objections to Eldorado Hills, LLC's Pre-Trial Disclosures	\$ 3.50
4/9/2019	Brenoch Wirthlin: Order Granting in Part and Denying in Part Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees	\$ 3.50
4/9/2019	Brenoch Wirthlin: Notice of Entry of Order	\$ 3.50
4/9/2019	Brenoch Wirthlin: Defendants' 3rd Supplemental Pre-Trial Disclosure Statement	\$ 3.50
4/9/2019	Brenoch Wirthlin: Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice on Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-In-Fact Contract Theory	\$ 3.50
4/10/2019	Brenoch Wirthlin: 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 2nd Supplemental Pre-Trial Disclosures	\$ 3.50
4/10/2019	Brenoch Wirthlin: Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule	\$ 3.50
4/11/2019	Brenoch Wirthlin: Defendants' Fourth Supplemental Pre-Trial Disclosure Statement	\$ 3.50
4/15/2019	Brenoch Wirthlin: Request for Judicial Notice	\$ 3.50
4/16/2019	Brenoch Wirthlin: Pre-Trial Memorandum	\$ 3.50
4/17/2019	Brenoch Wirthlin: Certificate of Service	\$ 3.50
4/17/2019	Brenoch Wirthlin: Rogich Defendants' Errata to Pretrial Memorandum	\$ 3.50
4/17/2019	Brenoch Wirthlin: Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	\$ 3.50
4/17/2019	Brenoch Wirthlin: Notice of Entry of Order	\$ 3.50
4/18/2019	Brenoch Wirthlin: Opposition to 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	\$ 3.50
4/19/2019	Brenoch Wirthlin: Objection to Nanyah's Request for Judicial Notice and Application of Law of the Case Doctrine	\$ 3.50
4/22/2019	Brenoch Wirthlin: The Rogich Defendants' Memorandum of Points and Authorities Regarding Limits of Judicial Discretion to Modify Notice Requirements to Trust Beneficiaries Provided under NRS Chapter 163	\$ 3.50
		\$ 1,260.50

Work Date	Description	Amount
Messenger Fees		
Work Date	Description	Amount
2/8/2017	Eighth Judicial District - Clark County	\$ 21.95
1/23/2018	Eighth Judicial District Court	\$ 39.25
10/29/2018	Offer of judgment in Huerta et al. vs. Rogich et al.	\$ 24.00
2/11/2019	Mark Simmons	\$ 85.75
2/27/2019	Mark Simons	\$ 131.50
3/26/2019	Eighth Judicial District Court	\$ 40.25
3/26/2019	Bailey Kennedy	\$ 67.75
3/29/2019	Bailey Kennedy	\$ 40.25
4/2/2019	Eighth Judicial District Court	\$ 40.25
		\$ 490.95
Postage Charges		
Work Date	Description	Amount
12/22/2016	Postage	\$ 6.45
12/22/2016	Postage	\$ 0.47
4/21/2017	Postage	\$ 1.40
5/26/2017	Postage	\$ 0.46
5/26/2017	Postage	\$ 0.67
7/7/2017	Postage	\$ 0.46
8/10/2017	Postage	\$ 8.65
9/12/2017	Postage	\$ 0.46
10/13/2017	Postage	\$ 0.67
10/24/2017	Postage	\$ 1.34
11/10/2017	Postage	\$ 11.15
11/28/2017	Postage	\$ 0.46
12/18/2017	Postage	\$ 0.46
1/5/2018	Postage	\$ 1.40
1/23/2018	Postage	\$ 2.68
3/15/2018	Postage	\$ 0.47
5/7/2018	Postage	\$ 1.21
6/7/2018	Postage	\$ 0.47
		\$ 39.33
SOS Record Copy Fees		
Work Date	Description	Amount
4/6/2017	Entity copies (4)	\$ 8.00
7/11/2017	Entity Copies [SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC]	\$ 14.00
7/17/2017	Entity copies; Copies - Certification of Document; NVSOS [CANAMEX NEVADA, LLC]	\$ 44.00
7/26/2017	Entity Copies [SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC]	\$ 28.00
11/30/2017	NVSOS - Entity Copies; SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC	\$ 4.00
12/4/2017	NVSOS - Entity copies; SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC	\$ 14.00
12/4/2017	NVSOS - Entity copies; Copies - Certification of Document; SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC	\$ 32.00
12/29/2017	NVSOS - ENTITY COPIES, IMITATIONS, LLC	\$ 28.00
11/9/2018	NVSOS - Entity Copies; Copies - Certification of Document, SIGMUND ROGICH	\$ 164.00
		\$ 336.00
Service Fees		
Work Date	Description	Amount
11/29/2017	Carlos Huerta	\$ 160.75
11/29/2017	Carlos Huerta	\$ 79.75
12/1/2017	Carlos Huerta	\$ 79.75
12/4/2017	Carlos Huerta	\$ 79.75

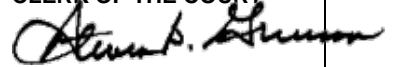
Work Date	Description	Amount
		\$ 400.00

Transcript/Deposition Fees		Amount
Work Date	Description	
9/21/2017	Check 5346 to Clark County Treasurer for CD of hearing	\$ 65.00
10/11/2017	Deposition of Yoav Harlap - 10/11/2017	\$ 1,577.85
12/15/2017	Check #5372 to Clark County Treasurer for CD of hearing before discovery commissioner	\$ 65.00
4/20/2018	#5429 Clark County Treasurer for 4/18/18 hearing transcript	\$ 128.18
4/24/2018	Transcript fee for 4/18/18 hearing	\$ 329.23
5/2/2018	Depo transcript of Melissa Olivas	\$ 2,149.02
5/17/2018	Deposition transcript of Woloson	\$ 449.52
5/24/2018	Depo transcript of Sig Rogich	\$ 1,041.81
5/25/2018	Depo transcript of Peter Eliades	\$ 383.46
6/15/2018	Depo transcript of Dolores Eliades	\$ 321.48
8/2/2018	#5449 JD Reporting, Inc. for transcript	\$ 195.39
8/2/2018	#5450 Clark County Treasurer for transcript	\$ 40.00
10/3/2018	#5459 Clark County Treasurer - Transcript for 9/27/18 hearing	\$ 40.00
10/3/2018	#5460 Shawna Ortega - Transcripts	\$ 68.40
3/20/2019	#5519 JD Reporting, Inc. for 3/20/19 hearing transcript	\$ 240.90
3/21/2019	District Court case A686303	\$ 40.00
4/22/2019	Trial Transcript	\$ 128.48
		\$ 7,263.72

Legal Research Fees		Amount
Work Date	Description	
11/16/2016	Westlaw/Lexis Electronic Research	\$ 198.00
11/23/2016	Westlaw/Lexis Electronic Research	\$ 49.50
11/28/2016	Westlaw/Lexis Electronic Research	\$ 49.50
1/5/2017	Westlaw/Lexis Electronic Research	\$ 99.00
1/6/2017	Westlaw/Lexis Electronic Research	\$ 99.00
1/10/2017	Westlaw/Lexis Electronic Research	\$ 49.50
1/11/2017	Westlaw/Lexis Electronic Research	\$ 198.00
3/1/2017	Westlaw/Lexis Electronic Research	\$ 198.00
4/20/2017	Westlaw/Lexis Electronic Research	\$ 49.50
6/12/2017	Westlaw/Lexis Electronic Research	\$ 99.00
2/21/2018	Westlaw/Lexis Electronic Research	\$ 476.00
4/11/2018	Westlaw/Lexis Electronic Research	\$ 17.50
4/30/2018	Westlaw/Lexis Electronic Research	\$ 79.00
5/10/2018	Westlaw/Lexis Electronic Research	\$ 1.00
6/6/2018	Westlaw/Lexis Electronic Research	\$ 637.00
7/4/2018	Westlaw/Lexis Electronic Research	\$ 178.50
7/10/2018	Westlaw/Lexis Electronic Research	\$ 75.00
7/13/2018	Westlaw/Lexis Electronic Research	\$ 40.50
7/17/2018	Westlaw/Lexis Electronic Research	\$ 159.00
7/24/2018	Westlaw/Lexis Electronic Research	\$ 39.50
7/30/2018	Westlaw/Lexis Electronic Research	\$ 197.50
8/1/2018	Westlaw/Lexis Electronic Research	\$ 42.50
8/2/2018	Westlaw/Lexis Electronic Research	\$ 42.50
8/8/2018	Westlaw/Lexis Electronic Research	\$ 42.50
8/18/2018	Westlaw/Lexis Electronic Research	\$ 150.00
9/6/2018	Westlaw/Lexis Electronic Research	\$ 75.00
9/7/2018	Westlaw/Lexis Electronic Research	\$ 1,200.00
9/8/2018	Westlaw/Lexis Electronic Research	\$ 150.00
9/10/2018	Westlaw/Lexis Electronic Research	\$ 1,800.00
9/11/2018	Westlaw/Lexis Electronic Research	\$ 600.00
9/12/2018	Westlaw/Lexis Electronic Research	\$ 1,950.00
9/13/2018	Westlaw/Lexis Electronic Research	\$ 600.00

Work Date	Description	Amount
9/15/2018	Westlaw/Lexis Electronic Research	\$ 375.00
9/16/2018	Westlaw/Lexis Electronic Research	\$ 1,125.00
10/4/2018	Westlaw/Lexis Electronic Research	\$ 42.50
10/5/2018	Westlaw/Lexis Electronic Research	\$ 59.50
10/8/2018	Westlaw/Lexis Electronic Research	\$ 125.50
10/10/2018	Westlaw/Lexis Electronic Research	\$ 59.50
10/13/2018	Westlaw/Lexis Electronic Research	\$ 59.50
10/19/2018	Westlaw/Lexis Electronic Research	\$ 59.50
10/23/2018	Westlaw/Lexis Electronic Research	\$ 255.00
10/25/2018	Westlaw/Lexis Electronic Research	\$ 1,173.00
11/5/2018	Westlaw/Lexis Electronic Research	\$ 59.50
11/8/2018	Westlaw/Lexis Electronic Research	\$ 40.50
11/12/2018	Westlaw/Lexis Electronic Research	\$ 119.00
11/12/2018	Westlaw/Lexis Electronic Research	\$ 204.00
11/13/2018	Westlaw/Lexis Electronic Research	\$ 39.50
11/13/2018	Westlaw/Lexis Electronic Research	\$ 59.50
11/26/2018	Westlaw/Lexis Electronic Research	\$ 238.00
12/12/2018	Westlaw/Lexis Electronic Research	\$ 85.00
12/14/2018	Westlaw/Lexis Electronic Research	\$ 42.50
12/17/2018	Westlaw/Lexis Electronic Research	\$ 340.00
12/27/2018	Westlaw/Lexis Electronic Research	\$ 328.50
1/3/2019	Westlaw/Lexis Electronic Research	\$ 51.00
1/4/2019	Westlaw/Lexis Electronic Research	\$ 102.00
1/7/2019	Westlaw/Lexis Electronic Research	\$ 90.00
1/9/2019	Westlaw/Lexis Electronic Research	\$ 90.00
1/16/2019	Westlaw/Lexis Electronic Research	\$ 412.50
1/19/2019	Westlaw/Lexis Electronic Research	\$ 90.00
1/26/2019	Westlaw/Lexis Electronic Research	\$ 153.00
1/28/2019	Westlaw/Lexis Electronic Research	\$ 102.00
2/2/2019	Westlaw/Lexis Electronic Research	\$ 51.00
2/12/2019	Westlaw/Lexis Electronic Research	\$ 40.50
2/14/2019	Westlaw/Lexis Electronic Research	\$ 51.00
2/18/2019	Westlaw/Lexis Electronic Research	\$ 500.50
2/21/2019	Westlaw/Lexis Electronic Research	\$ 51.00
2/27/2019	Westlaw/Lexis Electronic Research	\$ 715.00
3/4/2019	Westlaw/Lexis Electronic Research	\$ 39.50
3/4/2019	Westlaw/Lexis Electronic Research	\$ 71.50
3/30/2019	Westlaw/Lexis Electronic Research	\$ 194.00
4/4/2019	Westlaw/Lexis Electronic Research	\$ 51.00
4/11/2019	Westlaw/Lexis Electronic Research	\$ 143.00
4/12/2019	Westlaw/Lexis Electronic Research	\$ 474.00
4/17/2019	Westlaw/Lexis Electronic Research	\$ 39.50
4/19/2019	Westlaw/Lexis Electronic Research	\$ 378.50
4/20/2019	Westlaw/Lexis Electronic Research	\$ 450.00
4/22/2019	Westlaw/Lexis Electronic Research	\$ 39.50
		\$ 18,912.00

TOTAL: \$ 30,623.40



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Attorneys for Defendant

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

(Hearing Requested)

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

CONSOLIDATED WITH:

Case No. A-16-746239-C

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
702.562.8820

DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR SUMMARY JUDGMENT

Pursuant to N.R.C.P. 56, Defendant Eldorado Hills, LLC ("Eldorado") respectfully moves the Court for summary judgment on Nanyah Vegas, LLC's ("Nanyah") unjust enrichment claim. First, Nanyah has explicitly agreed that the Rogich Trust was "solely responsible" for any claim it may assert for the repayment of its \$1,500,000.00. Second, Nanyah's equitable claim is barred because it had an adequate remedy at law against the Rogich Trust. Eldorado's Motion is based on the following Memorandum of Points and Authorities, the exhibits attached hereto, and any oral argument heard by the Court.

DATED this 22nd day of May, 2019.

BAILEY ♦ KENNEDY

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

Attorneys for Defendant
ELDORADO HILLS, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On November 4, 2016, Nanyah sued numerous parties for breach of the October 30, 2008 Membership Interest Purchase Agreement (the "MIPA"), among other contracts.¹ Nanyah sued "as a third-party beneficiary of each agreement."² The following language is contained in the MIPA:

[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, *Nanyah Vegas, LLC* and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. ***Regardless of whether this intention is realized, [the Rogich Trust]***

¹ Compl., Case No. A-16-746239-C, ¶¶ 85-99, filed Nov. 4, 2016.

² *Id.*, ¶¶ 45, 88.

*shall remain solely responsible for any claims by the above referenced entities set forth in this section above.*³

Under Nevada law as well as the law of many other jurisdictions, when Nanyah sued as a third-party beneficiary to the MIPA, *it agreed to and adopted the language above*. See, e.g., *Canfora v. Coast Hotels and Casinos, Inc.* 121 Nev. 771, 779, 121 P.3d 599, 604 (2005). In other words, Nanyah explicitly agreed that the Rogich Trust was “solely responsible” for Nanyah’s potential claim. Clearly, if the Rogich Trust is “solely responsible,” Eldorado cannot be responsible.

Further, under Nevada law as well as the law of many other jurisdictions, no party may pursue an equitable remedy if it has or had an adequate remedy at law. This Court has previously determined that Nanyah had an adequate contractual remedy against the Rogich Trust, which is only now precluded because of Nanyah’s noncompliance with NRS 163.120. Thus, as a matter of law, this Court must enter summary judgment in favor of Eldorado on Nanyah’s unjust enrichment claim.

II. STATEMENT OF UNDISPUTED FACTS

A. The Relevant History of Eldorado.

Eldorado was formed in 2005 for the purpose of owning and developing approximately 161 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global (100% owned by Huerta) and the Rogich Trust.⁴

In 2007, Carlos Huerta solicited Nanyah to invest. In December of 2007, Nanyah wired \$1,500,000.00, which eventually was deposited (temporarily) into Eldorado’s bank account.⁵ In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in Eldorado for \$3,000,000.00. Concurrently, the Flangas Trust purchased a 1/3 interest in Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest, Teld

³ Oct. 30, 2008 Membership Interest Purchase Agreement, § 8(c)(i), attached as Ex. 1-B (emphasis added).

⁴ Summary Judgment Order, ¶ 1.

⁵ *Id.*, ¶ 2.

owned 60% of Eldorado, and the Rogich Trust owned 40% of Eldorado.⁶

B. The Relevant Agreements.

These transactions were memorialized in various written agreements. Nanyah was not included as a named signatory on the agreements—however, the agreements explicitly confirmed that the Rogich Trust agreed to be responsible for the repayment of Nanyah’s \$1,500,000.00 payment.⁷ In fact, the relevant agreements—in particular the MIPA—state that the Rogich Trust would be “*solely responsible*” for Nanyah’s claim.

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

- “[Go Global and Huerta], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. *This will be [the Rogich Trust’s] obligation, moving forward....*”⁸

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

- “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. *Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.*”⁹
- “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided, that any amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to

⁶ *Id.*, ¶ 3.

⁷ *Id.*, ¶ 4.

⁸ October 30, 2008 Purchase Agreement, § 4, attached as Exhibit 1-A (emphasis added); *see also* Summary Judgment Order, ¶ 5(a)(ii).

⁹ October 30, 2008 Membership Interest Purchase Agreement, § 8(c)(i), attached as Exhibit 1-B (emphasis added); *see also* Summary Judgment Order, ¶ 5(b)(vii).

[Eldorado] made prior to the date of this agreement, *shall be satisfied solely by [the Rogich Trust]*.”¹⁰

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

- “The Rogich Trust will retain a one-third (1/3rd) ownership interest in [Eldorado] (subject to certain possible dilution or other indemnification responsibilities *assumed by the Rogich Trust in the Purchase Documents*).”¹¹

C. The Summary Judgment Order.

On October 5, 2018, the Court entered summary judgment against Nanyah and in favor of the Eliades Defendants, dismissing each and every one of Nanyah’s claims against the Eliades Defendants.¹² For the purposes of this Motion, this Court’s Summary Judgment Order is particularly meaningful because the Court determined that Nanyah has an adequate contractual remedy at law for the return of its \$1,500,000.00. That remedy is against the Rogich Trust—not against Eldorado. Specifically, the Court found as follows:

- “The Rogich Trust *specifically agreed to assume* the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.”
- “Seller Go Global, however, will not be responsible to pay the Exhibit A claimants their percentage or debt. *This will be Buyer[] The Rogich Trust’s obligation.* The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.”
- “[T]he Rogich Trust shall remain solely responsible for any claims by any of the above referenced entities set forth in this section above.”
- “[A]ny amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to Eldorado made prior to the date of this agreement, *shall be satisfied solely by the Rogich Trust.*”

¹⁰ *Id.*, § 8(c)(ii) (emphasis added); *see also* Summary Judgment Order, ¶ 5(b)(viii).

¹¹ Am. and Restated Op. Agreement, Recital B, attached as Exhibit 1-C (emphasis added); *see also* Summary Judgment Order, ¶ 5(c)(i).

¹² The “Eliades Defendants” include Teld, Peter Eliades, and the Eliades Survivor Trust of 10/30/08.

- “The October 30, 2008, Purchase Agreement states that *the Rogich Trust specifically agreed to assume* the obligation to pay Nanyah its percentage or debt.”¹³

III. ARGUMENT

A. Legal Standard for Summary Judgment.

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

B. Nanyah Has Agreed That the Rogich Trust is “Solely Responsible” for the Repayment of Its \$1,500,000.00.

Although Nanyah is not a party to the MIPA, *it is bound by its language as a matter of law because it decided to sue as a third-party beneficiary of that agreement.* As stated by the Nevada Supreme Court, “an intended third-party beneficiary is bound by the terms of a contract even if she is not a signatory.” *Canfora v. Coast Hotels and Casinos, Inc.* 121 Nev. 771, 779, 121 P.3d 599, 604 (2005).

Other jurisdictions are in complete accord.

- *Camp Ne’er Too Late, LP v. Swepi, LP*, 185 F.Supp.3d 517, 542 (M.D. Pa. 2016) (“‘Implicit adoption occurs when a party accepts benefits intended for third party beneficiary.’ ‘Courts will often find implicit adoption when a party who has received benefits of a contract then tries to avoid burdens imposed by the same contract.’”) (internal citations omitted).

¹³ See generally Summary Judgment Order, ¶¶ 4, 5(a)(ii), 5(b)(vii), 5(b)(viii), 7 (emphasis added).

- *Clearwater REI, LLC v. Boling*, 318 P.3d 944, 951 (Idaho 2014) (“‘[A] third-party beneficiary must comply with all the terms and provisions of an agreement to the same extent as they apply to the beneficiary.’”) (citation omitted);
- *NAMA Holdings, LLC v. Related World Market Center, LLC*, 922 A.2d 417, 431 (Del. Ch. Ct. 2007) (“Indeed, a court will not allow a third-party beneficiary to cherry-pick certain provisions of a contract which it finds advantageous in making its claim, while simultaneously discarding corresponding contractual obligations which it finds distasteful.”);
- *Benton v. Vanderbilt Univ.*, 137 S.W.3d 614, 618 (Tenn. 2004) (“‘Before the beneficiary may accept the benefits of the contract, he must accept all of its implied, as well as express, obligations.’ As we have explained, ‘if the beneficiary accepts, he adopts the bad as well as the good, the burden as well as the benefit.’”) (internal citations omitted);
- *Lankford v. Orkin Exterminating Co.*, 597 S.E.2d 470, 473 (Ga. Ct. App. 2004) (“Third-party beneficiaries under the contract ‘are bound by any valid and enforceable provisions of the contract in seeking to enforce their claims.’”) (citation omitted).

Nanyah decided to sue various parties as an intended third-beneficiary of the MIPA, which explicitly states that the Rogich Trust is “solely responsible” for the repayment of its \$1,500,000.00.¹⁴ Nanyah cannot attempt to reap the benefits under the MIPA by suing as a third-party beneficiary while ignoring its burdens. Once it sued under the MIPA, it explicitly agreed to and adopted the provision stating that the Rogich Trust was “solely responsible” for the repayment of its \$1,500,000.00. *See Harris Moran Seed Co., Inc. v. Phillips*, 949 So.2d 916, 931 (Ala. Ct. App. 2006) (“‘The law is clear that a third party beneficiary is bound by the terms and conditions of the contract **that it attempts to invoke**.’”) (citation omitted) (emphasis added); *LaSalle Inc. v. Int’l Broth. of Elec. Workers Local No. 665*, 336 S.Supp.2d 727, 729 (W.D. Mich. 2004) (“A third-party beneficiary **bringing a breach of contract claim** is bound by all of the terms and conditions of the contract that it invokes.”) (emphasis added). Clearly, if the Rogich Trust is “solely responsible,” Eldorado Hills is not responsible. Thus, as a matter of law, this Court must enter summary judgment

¹⁴ Ex. 1-B, § 8(c)(i).

in favor of Eldorado on Nanyah’s unjust enrichment claim.

C. Nanyah’s Contractual Remedy Against the Rogich Trust Bars Its Equitable Claim for Unjust Enrichment Against Eldorado as a Matter of Law.

Unjust enrichment is an equitable claim. *Wynn Las Vegas LLC v. Tofani*, No. 69936, 2017 WL 6541827, at *6 n. 7 (Nev. Ct. App. Dec. 14, 2017) (“An equitable claim like unjust enrichment requires no proof whatsoever of intent or state of mind; it’s a strict liability claim based solely on notions of equity.”); *see also generally Las Vegas Fetish & Fantasy Halloween Ball, Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 274, 182 P.3d 764, 766 (2008) (referring to unjust enrichment as an “equitable claim.”) “Nevada recognizes the general rule that an equitable claim, like unjust enrichment, is not available where the plaintiff has a full and adequate remedy at law.” *Small v. Univ. Med. Center of Southern Nev.*, 2016 WL 4157309, at *3 (D. Nev. Aug. 3, 2016) (citing *In re Wal-Mart Wage & Hour Emp’t Prac. Litig.*, 490 F. Supp. 2d 1091, 1125 (D. Nev. 2007) (citing *State v. Second Judicial Dist. Court in & for Washoe Cty.*, 241 P. 317, 322 (Nev. 1925))).

Other jurisdictions are in complete accord:

- *United States v. Bame*, 721 F.3d 1025, 1031 (8th Cir. 2013) (“[I]t is the existence of an adequate legal remedy that precludes unjust enrichment recovery.”) (interpreting Minnesota law);
- *Buckner v. Kennard*, 99 P.3d 842, 857 (Utah 2004) (“[T]he general rule is that equitable jurisdiction is precluded if the plaintiff has an adequate remedy at law and will not suffer substantial irreparable injury.”);
- *Delahunt v. Cytodyne Tech.*, 241 F.Supp.2d 827, 841 (S.D. Ohio 2003) (“The equitable claim of unjust enrichment fails when a legal remedy is available.”);
- *In re Managed Care Litig.*, 185 F.Supp.2d 1310, 1337 (S.D. Fla. 2002) (“It is blackletter law that ‘the theory of unjust enrichment is equitable in nature and is, therefore, not available where there is an adequate legal remedy.’”) (citation omitted).

This Court has determined—via the Summary Judgment Order—that Nanyah had an adequate contractual remedy against the Rogich Trust. Further, the subject of Nanyah’s contractual remedy against the Rogich Trust is synonymous with Nanyah’s unjust enrichment claim against

Eldorado—*i.e.*, the \$1,500,000.00 payment. Once this Court determined that there is a valid contract obligating the Rogich Trust to Nanyah for the \$1,500,000.00 payment, Nanyah’s ability to seek equitable relief was permanently foreclosed. *See Maintenance Enterprises, LLC v. Orascom E&C USA*, Case No. 3:16-cv-00014-SMR-CFB, 2017 WL 6997892, at *3 (S.D. Iowa Nov. 13, 2017) (“MEI’s claim for unjust enrichment against Iowa Fertilizer is indeed precluded because MEI has an adequate remedy at law against OEC for breach of contract.”); *Tomei v. Corix Utilities (U.S.) Inc.*, Civil Action No. 07–cv–11928–DPW, 2009 WL 2982775, at *21 (D. Mass. Sep. 14, 2009) (dismissing an unjust enrichment claim because the plaintiff had a triable breach of contract claim as a third-party beneficiary). It does not matter that Nanyah is not currently able to pursue its breach of contract claim against the Rogich Trust due to noncompliance with NRS 163.120. *Fernandes v. Havkin*, 731 F.Supp.2d 103, 114 (D. Mass. 2010) (“The disposition of those claims is irrelevant. Their mere availability is a bar to a claim of unjust enrichment.”). Nanyah had an adequate remedy at law but for its noncompliance with NRS 163.120, and thus summary judgment should be entered in Eldorado’s favor, dismissing Nanyah’s unjust enrichment claim with prejudice.

IV. CONCLUSION

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

DATED this 22nd day of May, 2019.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY
JOSEPH A. LIEBMAN

Attorneys for Defendant
ELDORADO HILLS, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 22nd day of May, 2019, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR SUMMARY JUDGMENT** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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

EXHIBIT 1

EXHIBIT 1

DECLARATION OF JOSEPH A. LIEBMAN

I, Joseph A. Liebman, declare as follows:

1. I am over eighteen (18) years of age and a resident and citizen of Clark County, Nevada. I am counsel of record for Eldorado Hills, LLC ("Eldorado").

2. I make this Declaration in support of Defendant Eldorado Hills, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment, filed in *Huerta v. Rogich, et al.*, Case No. A-13-686303-C, consolidated with *Nanyah Vegas, LLC v. Teld, LLC, et al.*, Case No. A-16-746239-C (the "Consolidated Action").

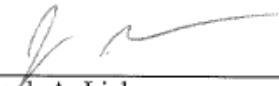
3. Attached hereto as Exhibit 1-A is a true and correct copy of the October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust.

4. Attached hereto as Exhibit 1-B is a true and correct copy of the October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust, Teld, Go Global, and Carlos Huerta.

5. Attached hereto as Exhibit 1-C is a true and correct copy of the October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld.

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

EXECUTED this 25th day of January, 2019.



Joseph A. Liebman

EXHIBIT 1-A

EXHIBIT 1-A

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{\text{rd}}$) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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

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1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

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Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

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(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

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

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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

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

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

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

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

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

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

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

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

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

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(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

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American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

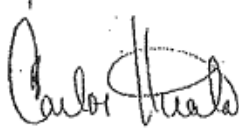
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

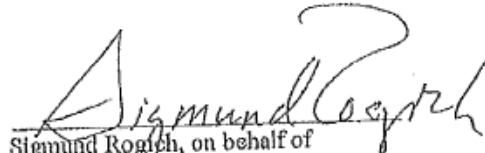
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
2.	Ray Family Trust (potential investor or debtor)	\$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	\$3,360,000.00

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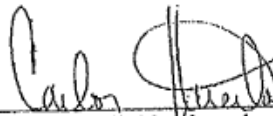
EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.



Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

EXHIBIT 1-B

EXHIBIT 1-B

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 30th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Teld, LLC ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Pete Eliades, ("Pete"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

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Teld, LLC
Pete Eliades
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B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as **Exhibit "B"** and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth (1/6th) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth (1/6th) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as **Exhibit "C"** and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

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11. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half (1/2) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and the Flangas Trust), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

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

and conditions set forth in the

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For Sale Agreement 11 doc

this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Purchaser – one-third (1/3rd).
- b. Flangas Trust – one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) - collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in Exhibit "D" and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

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To be true and accurate
no later than
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Purchase Agreement 11.doc

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a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as **Exhibit "E"** and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

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c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepared to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be

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sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

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Managing member
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(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

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(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

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THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ('ACT') OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as **Exhibit "F"** and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

7. Closing. The closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement and the delivery:

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a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Pete agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Pete individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Pete shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be

confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect

legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If

Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

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g. Go Global and Carlos hereby resign from any and all managerial or official positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carlos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

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

i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement

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shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. Miscellaneous.

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

If to Buyer: Teld, LLC
c/o Pete Eliades
1531 Las Vegas Boulevard, South
Las Vegas, Nevada 89104

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction

S.R. Rogich
Teld LLC
Witnessing member
for Teld LLC
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d. Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

modified, amended or
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 [Signature] 20 Oct 2008
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 Purchase Agreement | dms

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

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

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

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

l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.


m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance

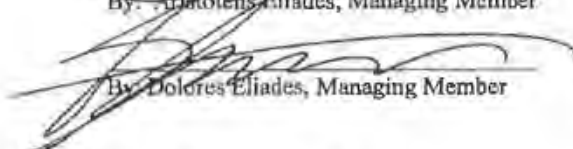
with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.


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

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year above-written.

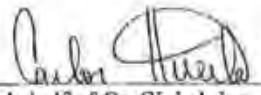
"BUYER"
Telo, LLC

By: 
Aristotels Eliades, Managing Member

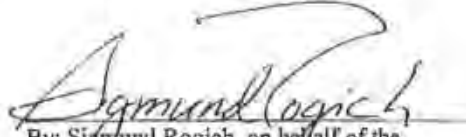
By: 
Dolores Eliades, Managing Member

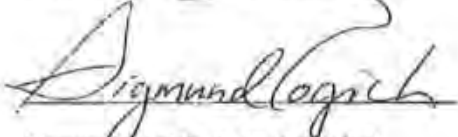

Peter Eliades, as an individual

Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"
The Rogich Family Irrevocable Trust


By: Sigmund Rogich, on behalf of the
Rogich Family Irrevocable Trust


Sigmund Rogich, as an individual



Carlos Huerta, as an individual

EXHIBIT "A"

Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report")

[See Attached]

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J.R.
TODD LLC
Member
2008-09-27
Purchase Agreement 11.doc

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_000032

032

JA_007689

SCHEDULE A

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

- () California Land Title/American Land Title Association Homeowners Policy
- (X) American Land Title Association Lender's Policy 2006
- () American Land Title Association Owners Policy 2006
- (X) California Land Title Association Standard Owner's/Lenders

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

A Fee

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

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

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

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

Buyer: Albert Flangas, Trustee of The Flangas Family Trust, Pete Eliades, Trustee of
The Eliades Family Trust

Address: 12801 South US Highway 95 Las Vegas, NV

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_000034

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JA_007691

SCHEDULE B

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

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

First installment of \$13,413.87 has been paid

Second installment of \$13,413.87 has been paid

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

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

Parcel No. 189-11-002-001

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TAX INFORMATION:
2008-2009

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

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

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JA_007695

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_000039

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JA_007696

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_000040

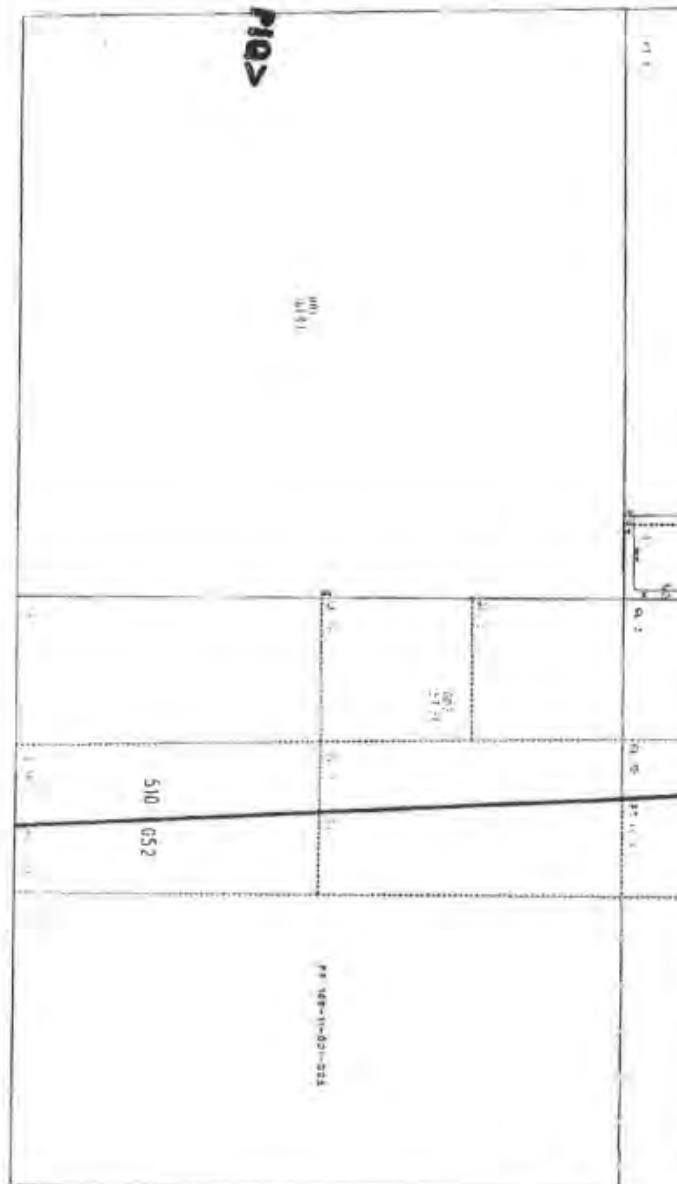
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TAX DIST 052,500

EXHIBIT 1 (REV. 6/17/06)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1000
EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

EXCLUSIONS

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

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES, LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING
 - C. LAND USE
 - D. IMPROVEMENTS ON THE LAND
 - E. LAND DIVISION
 - F. ENVIRONMENTAL PROTECTIONTHIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
2. 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 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.
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.

Page 1

LIMITATIONS ON COVERED RISKS

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

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

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (9/1/87)

EXCLUSIONS

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

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

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
 - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:
 - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
 - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
 - THAT RESULT IN NO LOSS TO YOU
 - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 6 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:
 - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A
 - OR
 - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.

THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/82) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE

EXCLUSIONS FROM COVERAGE

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

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

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

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

2005 ALTA LOAN POLICY (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 (10/17/92)
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 (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, 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 COVERED RISKS 7, 8 (E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL 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.

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 us an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

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

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

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

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


Title Officer: Sue Dudzinski

NAN_000046

046

JA_007703

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

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JA_007704

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.

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JA_007705

SCHEDULE B

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

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

First installment of \$13,413.87 has been paid

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

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

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

Parcel No. 189-11-002-001

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

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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. KEMMERS, filed in File 53 of Surveys at Page 87, recorded February 15, 1990, in Book 900215, as Document No. 00742 of Official Records.

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

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

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

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

22. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 23. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.
 24. The requirement that a physical inspection of the subject land be made prior to the close of escrow.
- NOTE: Additional exceptions and/or requirements may be added to this report upon completion of said inspection.
25. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM LAND TITLE SURVEY conforming to the minimum standard requirements as revised in 2005.
 26. Underwriter approval is needed to close this transaction; therefore, submit all documentation, including but not limited to requested endorsements, at least ONE WEEK prior to the contemplated closing date.

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

TAX INFORMATION:
2008-2009

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

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

COUNTY RECORDER REQUIREMENTS

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

- a) Be on 20# paper that is 8 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.

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JA_007710

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_000054

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JA_007711

NOTES

This map is for informational use only and does not represent a survey. No liability is assumed for the accuracy of the data contained herein. Information is taken from other governmental parties and is not intended to be a final boundary. It is the owner's responsibility to verify the accuracy of the data contained herein.

This map is subject to change without notice. Any change in the data contained herein will be reflected in the next edition of the map. The Department reserves the right to change the data contained herein at any time without notice.

MAP LEGEND

Parcel Boundary
 Road Boundary
 Water Boundary
 Rail Boundary
 Other Boundary

ASSASSIN'S PARCELS - CLARK CO., NV.

M. W. Schofield, Assessor

1235 363C

79

5-4-367

189-11-002

Scale: 1" = 100'

Parcel 1: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 11.0, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 12.0, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.0, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.0, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.0, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.0, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.0, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.0, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.0, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 21.0, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 21.9, 22.0, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 23.0, 23.1, 23.2, 23.3, 23.4, 23.5, 23.6, 23.7, 23.8, 23.9, 24.0, 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 25.0, 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 26.0, 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9, 27.0, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28.0, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 29.0, 29.1, 29.2, 29.3, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9, 30.0, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 31.0, 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7, 31.8, 31.9, 32.0, 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8, 32.9, 33.0, 33.1, 33.2, 33.3, 33.4, 33.5, 33.6, 33.7, 33.8, 33.9, 34.0, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 35.0, 35.1, 35.2, 35.3, 35.4, 35.5, 35.6, 35.7, 35.8, 35.9, 36.0, 36.1, 36.2, 36.3, 36.4, 36.5, 36.6, 36.7, 36.8, 36.9, 37.0, 37.1, 37.2, 37.3, 37.4, 37.5, 37.6, 37.7, 37.8, 37.9, 38.0, 38.1, 38.2, 38.3, 38.4, 38.5, 38.6, 38.7, 38.8, 38.9, 39.0, 39.1, 39.2, 39.3, 39.4, 39.5, 39.6, 39.7, 39.8, 39.9, 40.0, 40.1, 40.2, 40.3, 40.4, 40.5, 40.6, 40.7, 40.8, 40.9, 41.0, 41.1, 41.2, 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 42.0, 42.1, 42.2, 42.3, 42.4, 42.5, 42.6, 42.7, 42.8, 42.9, 43.0, 43.1, 43.2, 43.3, 43.4, 43.5, 43.6, 43.7, 43.8, 43.9, 44.0, 44.1, 44.2, 44.3, 44.4, 44.5, 44.6, 44.7, 44.8, 44.9, 45.0, 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8, 45.9, 46.0, 46.1, 46.2, 46.3, 46.4, 46.5, 46.6, 46.7, 46.8, 46.9, 47.0, 47.1, 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9, 48.0, 48.1, 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8, 48.9, 49.0, 49.1, 49.2, 49.3, 49.4, 49.5, 49.6, 49.7, 49.8, 49.9, 50.0, 50.1, 50.2, 50.3, 50.4, 50.5, 50.6, 50.7, 50.8, 50.9, 51.0, 51.1, 51.2, 51.3, 51.4, 51.5, 51.6, 51.7, 51.8, 51.9, 52.0, 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.0, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.0, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.0, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.0, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.0, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.0, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.0, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.0, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.0, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.0, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.0, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.0, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.0, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.0, 68.1, 68.2, 68.3, 68.4, 68.5, 68.6, 68.7, 68.8, 68.9, 69.0, 69.1, 69.2, 69.3, 69.4, 69.5, 69.6, 69.7, 69.8, 69.9, 70.0, 70.1, 70.2, 70.3, 70.4, 70.5, 70.6, 70.7, 70.8, 70.9, 71.0, 71.1, 71.2, 71.3, 71.4, 71.5, 71.6, 71.7, 71.8, 71.9, 72.0, 72.1, 72.2, 72.3, 72.4, 72.5, 72.6, 72.7, 72.8, 72.9, 73.0, 73.1, 73.2, 73.3, 73.4, 73.5, 73.6, 73.7, 73.8, 73.9, 74.0, 74.1, 74.2, 74.3, 74.4, 74.5, 74.6, 74.7, 74.8, 74.9, 75.0, 75.1, 75.2, 75.3, 75.4, 75.5, 75.6, 75.7, 75.8, 75.9, 76.0, 76.1, 76.2, 76.3, 76.4, 76.5, 76.6, 76.7, 76.8, 76.9, 77.0, 77.1, 77.2, 77.3, 77.4, 77.5, 77.6, 77.7, 77.8, 77.9, 78.0, 78.1, 78.2, 78.3, 78.4, 78.5, 78.6, 78.7, 78.8, 78.9, 79.0, 79.1, 79.2, 79.3, 79.4, 79.5, 79.6, 79.7, 79.8, 79.9, 80.0, 80.1, 80.2, 80.3, 80.4, 80.5, 80.6, 80.7, 80.8, 80.9, 81.0, 81.1, 81.2, 81.3, 81.4, 81.5, 81.6, 81.7, 81.8, 81.9, 82.0, 82.1, 82.2, 82.3, 82.4, 82.5, 82.6, 82.7, 82.8, 82.9, 83.0, 83.1, 83.2, 83.3, 83.4, 83.5, 83.6, 83.7, 83.8, 83.9, 84.0, 84.1, 84.2, 84.3, 84.4, 84.5, 84.6, 84.7, 84.8, 84.9, 85.0, 85.1, 85.2, 85.3, 85.4, 85.5, 85.6, 85.7, 85.8, 85.9, 86.0, 86.1, 86.2, 86.3, 86.4, 86.5, 86.6, 86.7, 86.8, 86.9, 87.0, 87.1, 87.2, 87.3, 87.4, 87.5, 87.6, 87.7, 87.8, 87.9, 88.0, 88.1, 88.2, 88.3, 88.4, 88.5, 88.6, 88.7, 88.8, 88.9, 89.0, 89.1, 89.2, 89.3, 89.4, 89.5, 89.6, 89.7, 89.8, 89.9, 90.0, 90.1, 90.2, 90.3, 90.4, 90.5, 90.6, 90.7, 90.8, 90.9, 91.0, 91.1, 91.2, 91.3, 91.4, 91.5, 91.6, 91.7, 91.8, 91.9, 92.0, 92.1, 92.2, 92.3, 92.4, 92.5, 92.6, 92.7, 92.8, 92.9, 93.0, 93.1, 93.2, 93.3, 93.4, 93.5, 93.6, 93.7, 93.8, 93.9, 94.0, 94.1, 94.2, 94.3, 94.4, 94.5, 94.6, 94.7, 94.8, 94.9, 95.0, 95.1, 95.2, 95.3, 95.4, 95.5, 95.6, 95.7, 95.8, 95.9, 96.0, 96.1, 96.2, 96.3, 96.4, 96.5, 96.6, 96.7, 96.8, 96.9, 97.0, 97.1, 97.2, 97.3, 97.4, 97.5, 97.6, 97.7, 97.8, 97.9, 98.0, 98.1, 98.2, 98.3, 98.4, 98.5, 98.6, 98.7, 98.8, 98.9, 99.0, 99.1, 99.2, 99.3, 99.4, 99.5, 99.6, 99.7, 99.8, 99.9, 100.0, 100.1, 100.2, 100.3, 100.4, 100.5, 100.6, 100.7, 100.8, 100.9, 101.0, 101.1, 101.2, 101.3, 101.4, 101.5, 101.6, 101.7, 101.8, 101.9, 102.0, 102.1, 102.2, 102.3, 102.4, 102.5, 102.6, 102.7, 102.8, 102.9, 103.0, 103.1, 103.2, 103.3, 103.4, 103.5, 103.6, 103.7, 103.8, 103.9, 104.0, 104.1, 104.2, 104.3, 104.4, 104.5, 104.6, 104.7, 104.8, 104.9, 105.0, 105.1, 105.2, 105.3, 105.4, 105.5, 105.6, 105.7, 105.8, 105.9, 106.0, 106.1, 106.2, 106.3, 106.4, 106.5, 106.6, 106.7, 106.8, 106.9, 107.0, 107.1, 107.2, 107.3, 107.4, 107.5, 107.6, 107.7, 107.8, 107.9, 108.0, 108.1, 108.2, 108.3, 108.4, 108.5, 108.6, 108.7, 108.8, 108.9, 109.0, 109.1, 109.2, 109.3, 109.4, 109.5, 109.6, 109.7, 109.8, 109.9, 110.0, 110.1, 110.2, 110.3, 110.4, 110.5, 110.6, 110.7, 110.8, 110.9, 111.0, 111.1, 111.2, 111.3, 111.4, 111.5, 111.6, 111.7, 111.8, 111.9, 112.0, 112.1, 112.2, 112.3, 112.4, 112.5, 112.6, 112.7, 112.8, 112.9, 113.0, 113.1, 113.2, 113.3, 113.4, 113.5, 113.6, 113.7, 113.8, 113.9, 114.0, 114.1, 114.2, 114.3, 114.4, 114.5, 114.6, 114.7, 114.8, 114.9, 115.0, 115.1, 115.2, 115.3, 115.4, 115.5, 115.6, 115.7, 115.8, 115.9, 116.0, 116.1, 116.2, 116.3, 116.4, 116.5, 116.6, 116.7, 116.8, 116.9, 117.0, 117.1, 117.2, 117.3, 117.4, 117.5, 117.6, 117.7, 117.8, 117.9, 118.0, 118.1, 118.2, 118.3, 118.4, 118.5, 118.6, 118.7, 118.8, 118.9, 119.0, 119.1, 119.2, 119.3, 119.4, 119.5, 119.6, 119.7, 119.8, 119.9, 120.0, 120.1, 120.2, 120.3, 120.4, 120.5, 120.6, 120.7, 120.8, 120.9, 121.0, 121.1, 121.2, 121.3, 121.4, 121.5, 121.6, 121.7, 121.8, 121.9, 122.0, 122.1, 122.2, 122.3, 122.4, 122.5, 122.6, 122.7, 122.8, 122.9, 123.0, 123.1, 123.2, 123.3, 123.4, 123.5, 123.6, 123.7, 123.8, 123.9, 124.0, 124.1, 124.2, 124.3, 124.4, 124.5, 124.6, 124.7, 124.8, 124.9, 125.0, 125.1, 125.2, 125.3, 125.4, 125.5, 125.6, 125.7, 125.8, 125.9, 126.0, 126.1, 126.2, 126.3, 126.4, 126.5, 126.6, 126.7, 126.8, 126.9, 127.0, 127.1, 127.2, 127.3, 127.4, 127.5, 127.6, 127.7, 127.8, 127.9, 128.0, 128.1, 128.2, 128.3, 128.4, 128.5, 128.6, 128.7, 128.8, 128.9, 129.0, 129.1, 129.2, 129.3, 129.4, 129.5, 129.6, 129.7, 129.8, 129.9, 130.0, 130.1, 130.2, 130.3, 130.4, 130.5, 130.6, 130.7, 130.8, 130.9, 131.0, 131.1, 131.2, 131.3, 131.4, 131.5, 131.6, 131.7, 131.8, 131.9, 132.0, 132.1, 132.2, 132.3, 132.4, 132.5, 132.6, 132.7, 132.8, 132.9, 133.0, 133.1, 133.2, 133.3, 133.4, 133.5, 133.6, 133.7, 133.8, 133.9, 134.0, 134.1, 134.2, 134.3, 134.4, 134.5, 134.6, 134.7, 134.8, 134.9, 135.0, 135.1, 135.2, 135.3, 135.4, 135.5, 135.6, 135.7, 135.8, 135.9, 136.0, 136.1, 136.2, 136.3, 136.4, 136.5, 136.6, 136.7, 136.8, 136.9, 137.0, 137.1, 137.2, 137.3, 137.4, 137.5, 137.6, 137.7, 137.8, 137.9, 138.0, 138.1, 138.2, 138.3, 138.4, 138.5, 138.6, 138.7, 138.8, 138.9, 139.0, 139.1, 139.2, 139.3, 139.4, 139.5, 139.6, 139.7, 139.8, 139.9, 140.0, 140.1, 140.2, 140.3, 140.4, 140.5, 140.6, 140.7, 140.8, 140.9, 141.0, 141.1, 141.2, 141.3, 141.4, 141.5, 141.6, 141.7, 141.8, 141.9, 142.0, 142.1, 142.2, 142.3, 142.4, 142.5, 142.6, 142.7, 142.8, 142.9, 143.0, 143.1, 143.2, 143.3, 143.4, 143.5, 143.6, 143.7, 143.8, 143.9, 144.0, 144.1, 144.2, 144.3, 144.4, 144.5, 144.6, 144.7, 144.8, 144.9, 145.0, 145.1, 145.2, 145.3, 145.4, 145.5, 145.6, 145.7, 145.8, 145.9, 146.0, 146.1, 146.2, 146.3, 146.4, 146.5, 146.6, 146.7, 146.8, 146.9, 147.0, 147.1, 147.2, 147.3, 147.4, 147.5, 147.6, 147.7, 147.8, 147.9, 148.0, 148.1, 148.2, 148.3, 148.4, 148.5, 148.6, 148.7, 148.8, 148.9, 149.0, 149.1, 149.2, 149.3, 149.4, 149.5, 149.6, 149.7, 149.8, 149.9, 150.0, 150.1, 150.2, 150.3, 150.4, 150.5, 150.6, 150.7, 150.8, 150.9, 151.0, 151.1, 151.2, 151.3, 151.4, 151.5, 151.6, 151.7, 151.8, 151.9, 152.0, 152.1, 152.2, 152.3, 152.4, 152.5, 152.6, 152.7, 152.8, 152.9, 153.0, 153.1, 153.2, 153.3, 153.4, 153.5, 153.6, 153.7, 153.8, 153.9, 154.0, 154.1, 154.2, 154.3, 154.4, 154.5, 154.6, 154.7, 154.8, 154.9, 155.0, 155.1, 155.2, 155.3, 155.4, 155.5, 155.6, 155.7, 155.8, 155.9, 156.0, 156.1, 156.2, 156.3, 156.4, 156.5, 156.6, 156.7, 156.8, 156.9, 157.0, 157.1, 157.2, 157.3, 157.4, 157.5, 157.6, 157.7, 157.8, 157.9, 158.0, 158.1, 158.2, 158.3, 158.4, 158.5, 158.6, 158.7, 158.8, 158.9, 159.0, 159.1, 159.2, 159.3, 159.4, 159.5, 159.6, 159.7, 159.8, 159.9, 160.0, 160.1, 160.2, 160.3, 160.4, 160.5, 160.6, 160.7, 160.8, 160.9, 161.0, 161.1, 161.2, 161.3, 161.4, 161.5, 161.6, 161.7, 161.8, 161.9, 162.0, 162.1, 162.2, 162.3, 162.4, 162.5, 162.6, 162.7, 162.8, 162.9, 163.0, 163.1, 163.2, 163.3, 163.4, 163.5, 163.6, 163.7, 163.8, 163.9, 164.0, 164.1, 164.2, 164.3, 164.4, 164.5, 164.6, 164.7, 164.8, 164.9, 165.0, 165.1, 165.2, 165.3, 165.4, 165.5, 165.6, 165.7, 165.8, 165.9, 166.0, 166.1, 166.2, 166.3, 166.4, 166.5, 166.6, 166.7, 166.8, 166.9, 167.0, 167.1, 167.2, 167.3, 167.4, 167.5, 167.6, 167.7, 167.8, 167.9, 168.0, 168.1, 168.2, 168.3, 168.4, 168.5, 168.6, 168.7, 168.8, 168.9, 169.0, 169.1, 169.2, 169.3, 169.4, 169.5, 169.6, 169.7, 169.8, 169.9, 170.0, 170.1, 170.2, 170.3, 170.4, 170.5, 170.6, 170.7, 170.8, 170.9, 171.0, 171.1, 171.2, 171.3, 171.4, 171.5, 171.6, 171.7, 171.8, 171.9, 172.0, 172.1, 172.2, 172.3, 172.4, 172.5, 172.6, 172.7, 172.8, 172.9, 173.0, 173.1, 173.2, 173.3, 173.4, 173.5, 173.6, 173.7, 173.8, 173.9, 174.0, 174.1, 174.2, 174.3, 174.4, 174.5, 174.6, 174.7, 174.8, 174.9, 175.0, 175.1, 175.2, 175.3, 175.4, 175.5, 175.6, 175.7, 175.8, 175.9, 176.0, 176.1, 176.2, 176.3, 176.4, 176.5, 176.6, 176.7, 176.8, 176.9, 177.0, 177.1, 177.2, 177.3, 177.4, 177.5, 177.6, 177.7, 177.8, 177.9, 178.0, 178.1, 178.2, 178.3, 178.4, 178.5, 178.6, 178.7, 178.8, 178.9, 179.0, 179.1, 179.2, 179.3, 179.4, 179.5, 179.6, 179.7, 179.8, 179.9, 180.0, 180.1, 180.2, 180.3, 180.4, 180.5, 180.6, 180.7, 180.8, 180.9, 181.0, 181.1, 181.2, 181.3, 181.4, 181.5, 181.6, 181.7, 181.8, 181.9, 182.0, 182.1, 182.2, 182.3, 182.4, 182.5, 182.6, 182.7, 182.8, 182.9, 183.0, 183.1, 183.2, 183.3, 183.4, 183.5, 183.6, 183.7, 183.8, 183.9, 184.0, 184.1, 184.2, 184.3, 184.4, 184.5, 184.6, 184.7, 184.8, 184.9, 185.0, 185.1, 185.2, 185.3, 185.4, 185.5, 185.6, 185.7, 185.8, 185.9, 186.0, 186.1, 186.2, 186.3, 186.4, 186.5, 186.6, 186.7, 186.8, 186.9, 187.0, 187.1, 187.2, 187.3, 187.4, 187.5, 187.6, 187.7, 187.8, 187.9, 188.0, 188.1, 188.2, 188.3, 188.4, 188.5, 188

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

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

- (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (B) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED 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 OF ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTEREST, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

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

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

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING
 - C. LAND USE
 - D. IMPROVEMENTS ON THE LAND
 - E. LAND DIVISION
 - F. ENVIRONMENTAL PROTECTIONTHIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 16, 17 OR 24.
2. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
3. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A. A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
 - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
4. RISKS:
 - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
 - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
 - C. THAT RESULT IN NO LOSS TO YOU; OR
 - D. THAT FIRST OCCUR AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8D, 22, 23, 24 OR 25.
5. FAILURE TO PAY VALUE FOR YOUR TITLE.
6. LACK OF A RIGHT:
 - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
 - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

LIMITATIONS ON COVERED RISKS

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

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

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (9/1/87)

EXCLUSIONS

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

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
 - LAND USE
 - IMPROVEMENTS ON THE LAND
 - LAND DIVISION
 - ENVIRONMENTAL PROTECTION
 THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.
 THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY 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 (10/17/82) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE

EXCLUSIONS FROM COVERAGE

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

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

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

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

**2005 ALTA LOAN POLICY (6/17/05)
EXCLUSIONS FROM COVERAGE**

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

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

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

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

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A 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 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:

2000 ALTA OWNER'S POLICY (01/17/00)

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 (A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
- (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION (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 SEPERATION 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 15 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 15.
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, 16, 19, 20, 21, 22, 23, 24, 25 AND 26; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 26.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 6.
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]

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OK
TEAD LLC
Handwritten number
30 Oct 2008
21 of 27

Purchase Agreement11.doc

APN: 189-11-002-001

ESCROW NO. 08-09-0512-SD

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

STATE OF NEVADA

COUNTY OF CLARK

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

RECITALS:

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

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

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

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

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

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

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

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

2. Renewal, Extension, and Modification of Note.

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

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

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

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

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

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

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

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

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

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

Receiver.

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

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

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

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

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

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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.

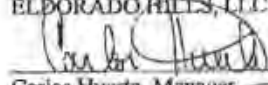
16. Communications. All payments, notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been delivered to the addressee after the deposit of same in a post office of the United States Postal Service, or in a regularly maintained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

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

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

BORROWER:

ELDORADO HILLS, LLC


Carlos Huerta, Manager


Sigmund Rogich, Manager

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

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RECEIVER:

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for ANB Financial NA

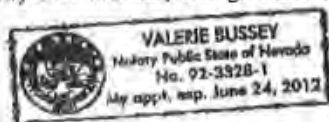
By: _____
Name: _____
Title: Attorney in Fact

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.

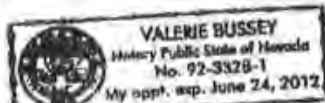


By: [Signature]
Notary Public, State of NEVADA
Residing at: CLARK COUNTY, NEVADA
My commission expires: 6/24/2012

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 $\frac{1}{4}$) 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).

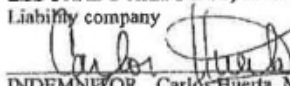
<u>DOCUMENT</u>	<u>1ST PARTY</u>	<u>2ND PARTY</u>	<u>TRANSFER TAX</u>	<u>RECORDING FEE</u>
Modification	Eldorado Hills	"FDIC"	Not Applicable	\$26.50 Est.
	LLC (Borrower)	(Receiver)		

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

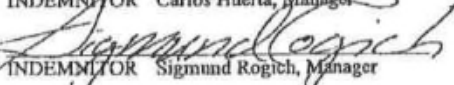
WE HAVE RECEIVED THE FOREGOING NOTICE, AND WAIVE OUR RIGHT TO PURCHASE AN OWNER'S TITLE INSURANCE POLICY FOR OUR PROTECTION.

ELDORADO HILLS LLC, a Nevada limited
Liability company

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

INDEMNITOR  Carlos Huerta, Manager

INDEMNITOR Adron Neill, Authorized Signator

INDEMNITOR  Sigmund Rogich, Manager

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EXHIBIT "C"
Subscription Agreement

[See Attached]

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CH
S. R. D.
Test UIC
Membership number
30 Oct. 2008
22-08-07
Purchase Agreement11.doc

ELDORADO HILLS, LLC
A Nevada Limited-Liability Company

SUBSCRIPTION BOOKLET AND INSTRUCTIONS

SUBSCRIPTION INSTRUCTIONS

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

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

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

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

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

Handwritten note:
To be sent to
KAW
1st 12

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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
1600 11/12
managing member
30 Oct 2012
2012

1. PURCHASE AND SALE OF SHARES

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

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

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

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

2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

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

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

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Telo LLC
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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.

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

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

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

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

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

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

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

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AK
Terry Lee
Participating member
23 Oct 2008
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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.

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.

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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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Telsa LLC
Purchaser
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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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20 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) -

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

[SEE ATTACHED]

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Taco LLC
Manager member
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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 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:
Telds LLC
Managing member
7/20/08
10/1/08
[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 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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Teco LLC
Manager
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Kit S.R

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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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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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Tels L...
11/11/11
30 Oct 2007
404 # 12
et J.R.

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ARTICLE V DISTRIBUTIONS

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

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

ARTICLE VI MEMBERSHIP

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

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

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

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

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

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

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

ARTICLE VII MANAGEMENT

7.1 Number, Term, 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;

Handwritten signature and date:
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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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For the
Members
30th Nov
9 at 11/13
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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:
Taco LLC
Managing Member
25 Oct 2007
11/01/09

Handwritten signature: JSK

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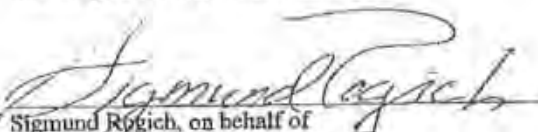
**ARTICLE XI
SUPERSEDING PROVISIONS**

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

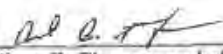

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

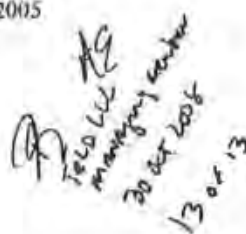
Teld, LLC


Aristotelis Eliades, Managing Member


Dolores Eliades, Managing Member 300 or 2005

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


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


Teld LLC
Managing Member
30 Oct 2006
13 or 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.	Eddylne 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"

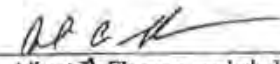
Agreement to be Bound by Amended and Restated Operating Agreement

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 26th day of October, 2008.

"BUYER"

Albert B. Flangas Revocable Living Trust
u/a/d July 22, 2005


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

"SELLER"

Rogich Family Irrevocable Trust

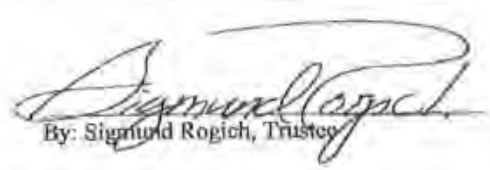

By: Sigmund Rogich, Trustee

EXHIBIT "G"

MEMBERSHIP CERTIFICATE

of

ELDORADO HILLS, LLC,
a Nevada limited-liability company

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

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

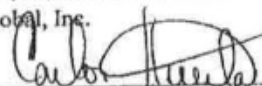
Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been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

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

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

"MANAGER & MEMBER"

Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"

The Rogich Family Irrevocable Trust

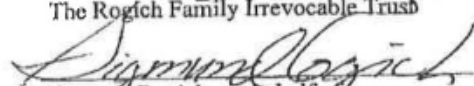
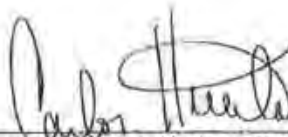

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "H"

Form of Resignation

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



Carlos Huerta, on behalf of Go Global, Inc.



Carlos Huerta, individually

EXHIBIT "I"
Amended and Restated Operating Agreement

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EXHIBIT 1-C

EXHIBIT 1-C

ELADES FAMILY PURCHASE

#1

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

This Operating Agreement (the "Agreement") of Eldorado Hills, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of October 2008 (the "Effective Date"), by The Rogich Family Irrevocable Trust (the "Rogich Trust"), Albert M. Plaugas Revocable Living Trust v/d July 22, 2005 (the "Plaugas 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 Plaugas 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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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 hereafter 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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To be
maintained in
the Records Office
by 12/13
J.H. S.L.

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

ARTICLE II INTRODUCTORY MATTERS

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.

2.4 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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**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 Rogloh 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 Rogloh Trust, the Plangas Trust and Told).

(a) The Rogloh Trust shall indemnify and hold the Plangas Trust and Told 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 Rogloh Trust, the Plangas Trust and Told, so as not to diminish the one-third (1/3rd) participation in profits and losses by each of the Plangas Trust and Told.

(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, Told, LLC and the Plangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogloh Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogloh 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.

[Handwritten signature and notes]
20 Oct 2004
Lia P. 13
J. S. R.

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 Rogleh Trust, as set forth in Section 4.1 above with respect to the distribution of profits and losses.

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

ARTICLE VI MEMBERSHIP

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

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

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

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

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

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20 Oct 2008
5 of 17
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 Flangus 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;

[Handwritten signatures and initials]
W. J. Rogich
Flangus Trust
Teld
5.1

(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 be 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.

Handwritten note:
This is a
handwritten note
to the
20 Oct 2012
J. R.

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.

Handwritten note:
To be paid
to the
Members
under
the
Act

EMH:JVG

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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 104.3102(1)(c) of the UCC; in such event, a legend so stating shall be affixed to any certificate issued to the Members.

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

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

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

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

*Two LLCs
membership
to our stock
11/18/19*

EPK 1010

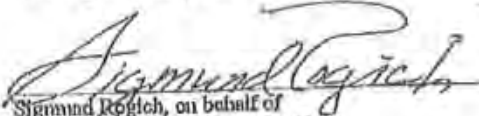
ARTICLE XI
SUPERSEDING PROVISIONS

11. In the event that the FDIC fails to consummate the transactions contemplated in the Now 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

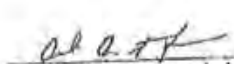

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

Teld, LLC


Aristotels Blades, Managing Member


Dolores Blades, Managing Member 200 & 2006

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


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

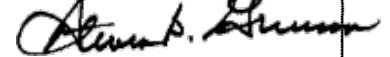

1050 LLC
Managing Member
2005-2006
13 of 13

EH000102

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SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

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5/24/2019 12:34 PM
Steven D. Grierson
CLERK OF THE COURT



1 **OMSJ**
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3 Nevada Bar No. 5132
4 MSimons@SHJNevada.com
5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, Nevada 89509
8 Telephone: (775) 785-0088
9 Facsimile: (775) 785-0087

10 *Attorneys for Nanyah Vegas, LLC*

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

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C
DEPT. NO.: XXVII

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

**OPPOSITION TO MOTION
FOR SUMMARY JUDGMENT
OR ALTERNATIVELY FOR
JUDGMENT AS A MATTER
OF LAW PURSUANT TO
NRCP 50(a)**

1 Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its undersigned counsel,
2 Mark G. Simons of SIMONS HALL JOHNSTON PC, submits the following opposition to
3 the Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law ("the
4 Motion") filed by Defendants Sigmund Rogich, individually ("Rogich"), and Imitations, LLC
5 ("Imitations") (collectively referred to as the "Rogich Defendants").
6

7 **A. SUMMARY JUDGMENT IS NOT APPROPRIATE WITH RESPECT TO**
8 **WHETHER MR. ROGICH SHOULD BE HELD PERSONALLY**
9 **RESPONSIBLE FOR THE FIRST, SECOND, AND THIRD CLAIMS FOR**
10 **RELIEF CONCERNING BREACH OF CONTRACT.**

11 "Summary judgment is appropriate under NRCP 56 when the pleadings,
12 depositions, answers to interrogatories, admissions, and affidavits, if any, that are
13 properly before the court demonstrate that no genuine issue of material fact exists, and
14 the moving party is entitled to judgment as a matter of law." Wood v. Safeway, Inc., 121
15 Nev. 724, 731, 121 P.3d 1026, 1031 (2005). In the instant case, there are questions of
16 material fact which preclude the grant of summary judgment.

17 **1. UNDER THE ALTER EGO DOCTRINE, THERE IS A FACTUAL**
18 **QUESTION AS TO WHETHER MR. ROGICH IS PERSONALLY**
19 **LIABLE FOR BREACH OF CONTRACT AND THE**
20 **CONTRACTUAL BREACH OF THE COVENANT OF GOOD FAITH**
21 **AND FAIR DEALING.**

22 NRS 163.120(3) provides that "a trustee is not personally liable on a contract
23 properly entered into in the capacity of representative in the course of administration of
24 the trust unless the trustee fails to reveal the representative capacity or identify the trust in
25 the contract." Rogich Defendants argue that "Mr. Rogich, in his individual capacity, is a
26 distinct legal person and is a stranger to Mr. Rogich in his representative capacity as
27 trustee of The Rogich Family Irrevocable Trust." There is, however, a question of fact
28 with regard to Rogich's personal responsibility in his capacity as representative of the

1 Trust. Specifically, there is an abundance of evidence to support a finding that Rogich is
2 personally responsible under the alter ego doctrine.

3 "The alter ego doctrine may be applied when [a] corporation is influenced and
4 governed by the person or persons asserted to be its alter ego; there is such unity of
5 interest and ownership that one is inseparable from the other; and adherence to the
6 fiction of separate entity would sanction a fraud or promote injustice." Carson Meadows
7 v. Pease, 91 Nev. 187, 191, 533 P.2d 458, 460 (1975). Further, "the 'essence' of the alter
8 ego doctrine is to 'do justice' whenever it appears that the protections provided by the
9 corporate form are being abused." LFC Mktg. Grp., Inc. v. Loomis, 116 Nev. 896, 903, 8
10 P.3d 841, 845-46 (2000).

12 Although Nanyah has not alleged alter ego as a separate claim against Mr. Rogich,
13 a separate claim for alter ego is not required. See Local 159, 342, 343 & 444 v. Nor-Cal
14 Plumbing, Inc., 185 F.3d 978, 985 (9th Cir. 1999) (referring to alter ego as a remedy, not
15 a claim); OfferHubb.net, Inc. v. Fun Club USA, Inc., No. 2:14-CV-00190-RFB-GWF, 2015
16 U.S. Dist. LEXIS 97605, 2015 WL 4508728, at *4 (D. Nev. July 24, 2015) (same); Elie v.
17 Ifrah PLLC, No. 2:13-CV-888-JCM-VCF, 2014 U.S. Dist. LEXIS 17096, 2014 WL 547958,
18 at *7 (D. Nev. Feb 10, 2014) (same); Taddeo v. Taddeo, No. 2:08-CV-01463-KJD-RJJ,
19 2011 U.S. Dist. LEXIS 103649, 2011 WL 4074433, at *8 (D. Nev. Sept. 13, 2011) (same).
20 Transfirst Grp., Inc. v. Magliarditi, No. 2:17-cv-00487-APG-VCF, 2017 U.S. Dist. LEXIS
21 80443, at *6 n.2 (D. Nev. May 24, 2017).

24 To the extent that the Nevada Supreme Court's decision in Callie v. Bowling, 123
25 Nev. 181, 160 P.3d 878 (2007) requires that an alter ego claim be pleaded separately,
26 that case is distinguishable and should be confined to its facts. In that case,

27 Callie was not individually named in any complaint and was
28 never served with summons or any complaint in Nevada or

1 California, even though multiple proceedings occurred in both
2 states. Instead, in the Nevada proceedings, the district court
3 simply granted Bowling's motion to amend the domesticated
4 foreign judgment to add Callie as an alter ego of ITB and
5 thereby rendered him individually liable on the judgment.
Thus, Callie never received notice and an opportunity to be
heard before he was rendered individually liable Callie's
due process rights were, as a consequence, violated.

6 123 Nev. at 183-84, 160 P.3d at 879-80. In the instant case, Rogich has in fact been
7 named as an individual defendant from the beginning, no judgment has yet been
8 rendered, and he has the opportunity to be heard, so there is no due process concerns.
9

10 The alter ego doctrine is also applied with respect to trusts when the factors are
11 shown to be present. See Goodrich v. Briones (In re Schwarzkopf), 626 F.3d 1032, 1038
12 (9th Cir. 2010); Torrey Pines Bank v. Hoffman, 231 Cal. App. 3d 308, 282 Cal. Rptr. 354,
13 359 (Cal. Ct. App. 1991) (holding guarantors of a family trust liable for the trust's debts
14 under an alter ego theory).

15 With respect to the first two considerations, Rogich is the only individual who has
16 ever been identified in connection with the trust. Rogich and the Rogich Trust have never
17 produced a copy of the trust documents, never disclosed any beneficiaries, nor have they
18 ever identified the existence of any indispensable parties and have never asserted the
19 lack of indispensable parties as an affirmative defense in these proceedings. As such,
20 Rogich has affirmed he is the sole active participant of his own trust.
21

22 Further, Rogich, on two separate occasions, as an individual, made offers of
23 judgment agreeing to allow judgment to be entered in Nanyah's favor against the Rogich
24
25
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27
28

1 Trust. See **Exhibits 1 and 2.**¹ This conduct demonstrates that Mr. Rogich was either the
2 only beneficiary and/or the participation of the beneficiaries was irrelevant. Throughout
3 this litigation, Rogich has failed to identify any other beneficiaries of the Rogich Trust,
4 despite requests from Nanyah pursuant to NRS 163.120(2), leading one to the
5 inescapable conclusion that Rogich is the sole and exclusive beneficiary. Finally, records
6 with the Nevada Gaming Control Board show that Rogich is concurrently both the
7 beneficiary and trustee of the Rogich Family Trust. See **Exhibit 4.**² In sum, there is an
8 abundance of evidence demonstrating the unity of interest and ownership are such that
9 the individuality of Rogich and the trust are inseparable.
10

11 Turning to the third factor, this court has already conclusively found that the Rogich
12 Trust assumed the obligation of repaying the \$1.5 million that Nanyah paid into the project
13 in December of 2007. See Order, October 5, 2018. Allowing Rogich to escape clear and
14 established liability by artificially attempting to shift liability to the trust would, at a
15 minimum promote an injustice, and clearly demonstrates the perpetration of a fraud.
16

17 Based on the foregoing, there is a question of fact regarding the application of the
18 alter ego doctrine in this case, which would make Rogich personally liable for contracts
19 entered into, even where he purportedly signed in his alleged capacity as representative
20 of the trust. Accordingly, Rogich Defendants are not entitled to judgment as a matter of
21 law with respect to the claims of breach of contract and contractual breach of the implied
22 covenant of good faith and fair dealing.
23

24
25
26
27 ¹ See also **Exhibit 3**, Affidavit of Mark G. Simons ("Simons' Aff.") at ¶4.

28 ² See also Simons' Aff., at ¶5.

2. SUMMARY JUDGMENT IS NOT WARRANTED AS TO THE CLAIM FOR THE TORTIOUS BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, BECAUSE THERE IS A FACTUAL QUESTION AS TO THE EXISTENCE OF A SPECIAL RELATIONSHIP BETWEEN NANYAH AND MR. ROGICH.

“Although every contract contains an implied covenant of good faith and fair dealing, an action in tort for breach of the covenant arises only . . . when there is a special relationship between the victim and tortfeasor.” Ins. Co. of The W. v. Gibson Tile Co., 122 Nev. 455, 461, 134 P.3d 698, 702 (2006). In order to establish a special relationship, there must be a form of reliance, commonly found in, *e.g.*, partnership agreements. The court has “recognized that in these situations involving an element of reliance, there is a need to ‘protect the weak from the insults of the stronger’ that is not adequately met by ordinary contract damages.” Id.

Rogich makes the legally untenable argument that because Nanyah’s owner testified that he did not know Rogich personally at the time the agreements were entered into, there was no special relationship. Rogich completely misunderstands the definition of a “special” relationship. Further, it is entirely irrelevant whether or not a “personal” relationship exists or doesn’t when evaluating the existence of a special relationship.

The facts of this case establish as a matter of law that the defendants owed Nanyah a fiduciary duty and/or was in a special relationship and/or a relationship whereby Nanyah reposed confidence in the defendants. A.C. Shaw Construction v. Washoe County, 105 Nev. 913, 915, 784 P.2d 9, 10 (1989) (the tort action for breach of the implied covenant of good faith and fair dealing requires a special element of reliance or fiduciary duty).

This type of reliance has been recognized in various relationships, including those formed by employment, bailment, insurance, partnership, and franchise agreements. K

1 Mart Corp. V. Ponsock, 103 Nev. 39, 49-51, 732 P.2d 1364, 1370-72 (1987). Tort liability
2 for breach of good faith covenant is appropriate where “the party in the superior or
3 entrusted position” has engaged in “grievous and perfidious misconduct.” K Mart Corp. V.
4 Ponsock, 103 Nev. 39, 49, 732 P.2d 1364, 1371 (1987). Awards beyond ordinary
5 contract damages are sanctioned where necessary to “make the aggrieved, weaker,
6 ‘trusting’ party ‘whole’” and to fully punish the tortfeasor for his misdeeds. Id.
7

8 The description of the fiduciary duties owed was discussed in Clark v. Lubritz, 113
9 Nev. 1089, 1095-1096, 944 P.2d 861, 865 (1997) as follows:

10 The fiduciary duty among partners is generally one of full and
11 frank disclosure of all relevant information for just, equitable
12 and open dealings at full value and consideration. Each
13 partner has a right to know all that the others know, and each
14 is required to make full disclosure of all material facts within
15 his knowledge in anything relating to the partnership affairs.
16 The requirement of full disclosure among partners in
17 partnership business cannot be escaped. ... Each partner
18 must ... not deceive another partner by concealment of
19 material facts.³

20 The existence and/or non-existence of a special relationship is typically a question of fact.
21 Mackintosh v. California Federal Sav. & Loan Assoc., 113 Nev. 393, 935 P.2d 1154, 1159
22 (1997) (“[T]he existence of the special relationship is a factual question . . .”).
23

24 In the present case, however, Rogich specifically testified that he owed a fiduciary
25 duty to Nanyah as an investor in Eldorado. See **Exhibit 5**, Rogich May 24, 2018,
26

27 ³Clark v. Lubritz, 113 Nev. 1089, 1096, 944 P.2d 861, 865 (1997) (“[partner] owed [other
28 partner] a fiduciary duty of full disclosure of material facts relating to the partnership
affairs.”).

...(cont'd)

1 deposition excerpts at pp. 174-175.⁴ In addition, Nanyah's Managing Member Carlos
2 Huerta admitted in Nanyah's business records that the Defendants owed Nanyah
3 fiduciary duties as an investor in Eldorado. See **Exhibit 6**, email string dated October 25,
4 2008.⁵ Rogich again affirmed his fiduciary relationship to Nanyah. Id.

5
6 In addition, Nanyah reposed a special element of reliance on defendants to honor
7 Nanyah's Investment into Eldorado and to advise it about all material aspects of its
8 investment. In such a situation, a special relationship was established. Abu Dhabi
9 Commercial Bank v. Morgan Stanley & Co. Inc., 910 F. Supp. 2d 543, 547 (S.D.N.Y.
10 2012) (relationship of investor created special relationship to disclose information); Boyer
11 v. Salomon Smith Barney, 188 P.3d 233, 238 (Or. 2008) (duty to provide information to
12 investor establishes the "special relationship").

13
14 In breach of their fiduciary duties, the defendants intentionally and willfully
15 concealed critical facts from Nanyah—that the Rogich Trust allegedly transferred its
16 membership in Nanyah to the other defendants for the purpose of avoiding the obligations
17 to Nanyah. That activity is a clear breach of defendants' fiduciary duties owed to Nanyah.
18 Powers v. United Servs. Auto. Ass'n, 114 Nev. 690, 701, 962 P.2d 596, 603 (1998)
19 ("concealing facts to gain an advantage" . . . is a breach of this kind of fiduciary
20 responsibility), opinion modified on denial of reh'g, 115 Nev. 38, 979 P.2d 1286 (1999)).
21 The evidence establishes the existence of a special and/or fiduciary relationship by and
22 between the defendants and Nanyah.
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26
27 ⁴ See also Simons' Aff., at ¶16.

28 ⁵ See also Simons' Aff., at ¶17.

1 In Nevada, NRS 86.286 expressly recognizes fiduciary duties between managers
2 and members in limited liability companies, other states also recognize that “[g]enerally
3 speaking, members in member-managed LLCs and managers in manager-managed
4 LLCs have fiduciary obligations.” J. William Callison and Maureen A. Sullivan, Limited
5 Liability Companies: A State-by-State Guide To Law And Practice § 8:7 (2012). *See also*
6 Rev. Unif. Ltd. Liab. Co. Act § 409(a), (g) (2006), in 6B U.L.A. 488 (2008) (providing that
7 members and managers of an LLC owe fiduciary duties to the company and to the other
8 members); Sofia Design& Dev. at S. Brunswick, LLC v. D’Amore (In re D’Amore), 472
9 B.R. 679, 689 (Bankr. D.N.J. 2012) (finding, under New Jersey law, that “absent a
10 contrary provision in an LLCs operating agreement, managing members of an LLC owe
11 the traditional fiduciary duties of loyalty and care to non-managing members of that
12 LLC.”); Salm v. Feldstein, 20 A.D.3d 469, 469–70, 799 N.Y.S.2d 104, 104 (N.Y. App. Div.
13 2005) (finding a fiduciary duty to make full disclosures of outside offers for assets under
14 New York law).

15
16 Finally, in Delaware, a leading source of doctrine on the nature of intra-entity
17 relationships, managers and members of a limited liability company owe fiduciary duties
18 to other members unless such duties are explicitly and adequately disclaimed. Auriga
19 Capital, 40 A.3d 839, 850–51 (Del. Ch. 2012).⁶ Accordingly, as another basis, the
20 defendants did in fact owe fiduciary duties to Nanyah as an investor in Eldorado.
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27 ⁶ The Nevada Supreme Court often looks to Delaware law on corporate law matters when
28 there is no case law on point. *See Am. Ethanol, Inc. v. Cordillera Fund, L.P.*, 252 P.3d 663,
667 (Nev. 2011) (looking to Delaware corporate law on the scope of “fair value” in corporate
...(cont’d)

1 Under the original Eldorado Operating Agreement, Rogich was called out as a
2 member of Eldorado and the Rogich Trust was a manager. Under the Amended
3 Operating Agreement, the subsequent members were the Rogich Trust, Teld and the
4 Flangas Trust. In addition, the Rogich Trust and Teld were both managers. Thereafter,
5 on June 25, 2009, under the First Amendment to the Amended Operating Agreement, the
6 Rogich Trust and Teld continued to be the members and managers. Accordingly, at all
7 relevant times, Rogich acted as either a co-member and/or manager of Eldorado, owing
8 fiduciary duties to Nanyah. Thus, as a matter of law, the defendants owed fiduciary
9 duties to Nanyah and the requisite special relationship has been established.
10

11 **B. ROGICH AND IMITATIONS ARE NOT ENTITLED TO SUMMARY**
12 **JUDGMENT AS TO PLAINTIFF'S SIXTH CLAIM FOR RELIEF ALLEGING**
13 **CIVIL CONSPIRACY.**

14 As with the breach of contract claims, there are factual questions remaining which
15 preclude the grant of summary judgment with respect to the conspiracy claims.

16 **1. NANYAH HAS NOT ABANDONED ITS CONSPIRACY CLAIM.**

17 Rogich Defendants argue that Nanyah has abandoned its conspiracy claim
18 because Nanyah has elected to recover the repayment of its \$1.5 million investment
19 instead of claiming an equity interest. Rogich Defendants contend that Paragraph 121 of
20 the Complaint asserts that defendants conspired to "deceiv[e] and depriv[e] Nanyah from
21 its expectations and financial benefits in being a member of Eldorado." Rogich
22 Defendants therefore argue that Nanyah's election to recover its investment is a waiver of
23

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27 buyouts); Shoen v. SAC Holding Corp., 122 Nev. 621, 633-34, 137 P.3d 1171, 1179-80
28 (2006) (applying Delaware law's particularity requirements for pleading demand futility).

1 this claim. Rogich Defendants misconstrue this claim. Obviously, one of the financial
2 benefits to Nanyah of being a member of Eldorado would be the right to recover the
3 amount of its investment into Eldorado. The same exact investment that the Rogich
4 Defendants "confirmed" Nanyah made into Eldorado. The same exact investment the
5 Court recognized in its October 5, 2018, Order. As an investor in Eldorado, the Rogich
6 Defendants clearly owed fiduciary duties to Nanyah. The same fiduciary duties that
7 Rogich admitted and affirmed were owed to Nanyah. There has been no abandonment of
8 this claim.
9

10 **2. THERE ARE FACTUAL QUESTIONS WITH RESPECT TO WHICH**
11 **TRUST IS A PARTY TO THIS ACTION, AND WHETHER ROGICH**
12 **CAN BE HELD PERSONALLY RESPONSIBLE WHERE HE**
13 **SIGNED ON BEHALF OF THE TRUST.**

14 Rogich Defendants argue that Rogich did not sign the 2012 Assignment
15 Agreement in his individual capacity, and the agreement involves an unrelated trust which
16 is not the Rogich Trust, but the Rogich Family Trust. As discussed previously, the
17 question of whether Rogich is individually responsible is a factual question. Similarly, it is
18 a question of fact regarding which of the trust(s) were involved in the agreements at
19 issue. Summary judgment is therefore not warranted on this ground.

20 **3. ROGICH'S SELF-SERVING STATEMENT OF LACK OF INTENT**
21 **DOES NOT RESOLVE THE ISSUE OF LIABILITY.**

22 Rogich correctly notes that liability for civil conspiracy requires concerted action
23 with intent. He therefore argues that his statement that there was never an intent on
24 behalf of Rogich Defendants to harm Nanyah precludes a finding of the necessary
25 element of intent. However, Rogich's self-serving statement of lack of intent does not
26 resolve the question. In fact, Rogich previously testified under oath he had the specific
27
28

1 intent to harm Nanyah and to perpetrate a fraud on Nanyah, Eldorado, Huerta and all the
2 other parties to the various agreements.

3 Specifically, Rogich initially testified that the agreement stated his clear intent to
4 repay Nanyah its \$1.5 million to Nanyah:

5
6 Q. And then it says, "You intend to
7 negotiate such claims with seller's assistance so
8 that such claimants can either confirm or convert
9 the amount set forth into non-interest bearing debt" - -

10 A. Yes.

11 Q. - - "or any equity percentage"; right?

12 A. Yes.

13 Q. And that was your intent and purpose
14 When you signed this agreement, wasn't it?

15 A. Yes.

16 Exh. 5, p. 124:11-21.

17 Yet, Rogich testified that he lied when he signed the agreement because he never
18 intended to pay Nanyah even though he specifically assumed the liability owed by
19 Eldorado to pay Nanyah its \$1.5 million investment. Id., pp. 145:24 - 146:1 (Q. You
20 never had any intention of paying Nanyah 1.5 million, did you? A. No.)

21 In addition to the Rogich's expressed intent to harm/defraud Nanyah (along with
22 Huerta and Eldorado), circumstantial evidence also demonstrates Rogich's fraudulent
23 intent. State Bar of Nevada v. Claiborne, 104 Nev. 115, 190, 756 P.2d 464, 513 (1988)
24 (recognizing that it may sometimes be necessary to infer a party's intent from
25 circumstantial evidence). Rogich's actions, in entering into the agreement whereby he
26 took responsibility for repayment of Nanyah's investment and subsequently attempting to
27 avoid those obligations provides circumstantial support for Nanyah's allegation of
28

1 conspiracy. "Applying the summary judgment standard to the case at bar, the relevant
2 inquiry is whether the evidence, when taken in a light most favorable to . . . the non-
3 moving party, demonstrates that no genuine issue of material fact remains." Here, there
4 is clearly an issue of material fact regarding Rogich's fraudulent and harmful intent.
5
6 Wood v. Safeway, Inc., 121 Nev. 724, 732, 121 P.3d 1026, 1031 (2005).

7 Rogich Defendants also strangely argue that even if intent could be proved, there
8 can be no unlawful act as required to prove a claim of conspiracy because the 2012
9 Assignment Agreement only impacted one method of performance. However, Nanyah's
10 claim for relief with respect to conspiracy alleges that the defendants acted in concert with
11 the intent to deprive "Nanyah from its expectations and financial benefits in being a
12 member of Eldorado." Complaint, ¶121. Rogich Defendants' argument that it allegedly
13 had the ability to pay Nanyah the \$1.5 million negates the required "unlawful act" element
14 of a conspiracy claim.
15

16 This argument is meritless. Whether or not a party has the ability to pay a debt
17 has nothing to do with the scheming and fraudulent behavior seeking to avoid repayment
18 of the debt. If the Rogich Trust was so worried about honoring its debt to Nanyah (as well
19 as its surety obligations to Eldorado), the Rogich Trust could have easily paid its debt and
20 this litigation would never have ensued. Clearly the Rogich Defendants' intent is to harm
21 Nanyah and to act dishonorably in failing to pay its agreed upon obligations. The
22 evidence is clear that the Rogich Defendants conspired to avoid paying the obligation
23 owed to Nanyah. The Rogich Defendants fail to cite any legal authority cited in support of
24 this specious argument, and it should therefore be summarily rejected. Tahoe Village
25 Realty Co. S.A., C.O. v. DeSmit, 95 Nev. 131, 136, 590 P.2d 1158, 1162 (1979).
26

27
28 **4. THE INTRA-CORPORATE CONSPIRACY DOCTRINE IS NOT
APPLICABLE TO NANYAH'S CONSPIRACY CLAIM.**

1 Next, Rogich argues that he is entitled to summary judgment on the conspiracy
2 claim because, "Agents and employees of a corporation cannot conspire with their
3 corporate principal or employer where they act in their official capacities on behalf of the
4 corporation and not as individuals for their individual advantage." Collins v. Union Fed.
5 Sav. & Loan Ass'n, 99 Nev. 284, 303, 662 P.2d 610, 622 (1983). This holding is simply
6 inapplicable here.
7

8 As previously discussed, there is a factual issue with respect to whether Rogich
9 was acting on behalf of a trust, or on his own behalf under the alter ego doctrine. Further,
10 Nanyah alleges that Rogich conspired not only with the Rogich Trust, but also with
11 Imitations in order to avoid repayment of Nanyah's investment into Eldorado. A finding
12 that Rogich conspired with these other individuals/entities is not precluded by the Intra-
13 corporate conspiracy doctrine, and this argument is without merit.
14

15 **C. ROGICH DEFENDANTS ARE NOT ENTITLED TO SUMMARY**
16 **JUDGMENT BASED ON THE NOVEMBER 2014 SUMMARY JUDGMENT**
17 **AGAINST GO GLOBAL.**

18 Rogich Defendants also argue that, because Nanyah is a third-party beneficiary,
19 and summary judgment was entered against Go Global and Huerta in the 2014 order,
20 Rogich Defendants are therefore also entitled to summary judgment against Nanyah.
21 This argument is based on an extorted reading of Gibbs v. Giles, wherein the Nevada
22 Supreme Court held that "[a]s a general rule, a third-party beneficiary takes subject to any
23 defense arising from the contract that is assertible against the promisee." 96 Nev. 243,
24 246-47, 607 P.2d 118, 120 (1980). In this case however, the grounds on which summary
25 judgment was granted against Go Global and Huerta did not arise from the agreements at
26 issue here, but rather from Go Global and Huerta's own alleged misconduct. There is no
27 legal basis to impute Go Global's and/or Huerta's misconduct to Nanyah.
28

1 Further, the Nevada Supreme Court has specifically rejected the Rogich
2 Defendants argument. In fact, the Nevada Supreme Court held that "while a third-party
3 beneficiary is generally 'subject to the defenses that would be valid as between the
4 parties,' the notion that a third-party beneficiary steps into the shoes of a contracting party
5 is a "misstatement of the law". Hartford Fire Ins. Co. v. Trs. of the Constr. Indus. &
6 Laborers Health & Welfare Tr., 125 Nev. 149, 156-57, 208 P.3d 884, 889 (2009) (quoting
7 Morelli v. Morelli, 102 Nev. 326, 329, 720 P.2d 704, 706 (1986). See also Restatement
8 (Second) of Contracts § 309 cmt. c (1981) (providing that a third-party beneficiary's right
9 to enforce a contract is "direct, not merely derivative").
10

11 In the instant case, summary judgment was granted against Go Global and Huerta
12 under the doctrine of judicial estoppel, because of Go Global and Huerta's failure to list
13 the purported claims against the Rogich Trust when Go Global and Huerta filed for
14 bankruptcy protection. Judicial estoppel is an equitable defense, not a contractual
15 defense, and as such cannot be imputed to Nanyah.
16

17 The sanction of judicial estoppel was applied against Go Global and Huerta, but
18 should not be used to the detriment of an innocent third-party beneficiary. "A court may
19 invoke judicial estoppel 'not only to prevent a party from gaining an advantage by taking
20 inconsistent positions, but also because of "general consideration[s] of the orderly
21 administration of justice and regard for the dignity of judicial proceedings," and to "protect
22 against a litigant playing fast and loose with the courts."' Hamilton v. State Farm Fire &
23 Cas. Co., 270 F.3d 778, 782 (9th Cir. 2001) (quoting Russell, 893 F.2d at 1037)."
24 Swendsen v. Ocwen Loan Servicing, LLC, No. 2:13-cv-02082-TLN-CKD, 2014 U.S. Dist.
25 LEXIS 37780, at *10-11 (E.D. Cal. Mar. 20, 2014).
26
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28

1 Here, nothing is to be gained by wielding the summary judgment based on judicial
2 estoppel against Nanyah in this matter. Huerta and Go Global sought recovery of an
3 unrelated \$2.75 million the Rogich Defendants also failed to pay them. Nanyah had
4 nothing to do with the Rogich Defendants independently defrauding Go Global and
5 Huerta. The conduct upon which the summary judgment against Go Global and Huerta
6 was based occurred in a completely separate proceeding in a separate court; a
7 proceeding to which Nanyah was not a party. Rogich Defendants have no legal basis to
8 assert this as a defense against Nanyah, and summary judgment on this ground is
9 inapplicable.
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CONCLUSION

It is clear from the foregoing, that there are myriad genuine issues of material fact, and Rogich Defendants are therefore not entitled to summary judgment. This court should deny the motion in its entirety.

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

DATED this 21st day of May, 2019.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509



MARK G. SIMONS
Attorneys for Nanyah Vegas, LLC

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, 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 **OPPOSITION TO MOTION FOR SUMMARY JUDGMENT OR ALTERNATIVELY**
FOR JUDGMENT AS A MATTER OF LAW PURSUANT TO NRCP 50(a) on all parties to
this action via the Odyssey E-Filing System:

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DATED this 24 day of May, 2019.

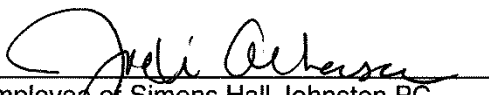

Employee of Simons Hall Johnston PC

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	10/29/18 Offer of Judgment	2
2	4/1/19 Offer of Judgment	3
3	Simons' Affidavit	2
4	Gaming Control Board Printout	3
5	Rogich Deposition Excerpts	8
6	Email String	2

EXHIBIT 1

EXHIBIT 1

1 Samuel S. Lionel, Esq. (Bar No. 1766)
2 Brenoch Wirthlin, Esq. (Bar No. 10282)
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8 bwirthlin@fclaw.com
9 *Attorneys for Sigmund Rogich, Individually and*
10 *as Trustee of the Rogich Family Irrevocable*
11 *Trust and Imitations, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

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

13 Plaintiffs,

14 v.

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

18 Defendants.

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

21 Plaintiff,

22 v.

23 TELD, LLC, a Nevada limited liability
24 company; PETER ELIADES, individually and
25 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,

26 Defendants.
27
28

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CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

OFFER OF JUDGMENT TO PLAINTIFF
NANYAH VEGAS, LLC

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

1 **OFFER OF JUDGMENT TO PLAINTIFF NANYAH VEGAS, LLC**

2 TO: PLAINTIFF NANYAH VEGAS, LLC; and

3 TO: MARK SIMONS, ESQ., its attorney:

4 Pursuant to N.R.C.P. 68, Defendants, SIGMUND ROGICH, individually and as Trustee of
5 The Rogich Family Irrevocable Trust and IMITATIONS, LLC (collectively, the "Defendants"),
6 hereby offer to allow judgment to be taken in favor of Plaintiff NANYAH VEGAS, LLC (the
7 "Plaintiff") and against Defendants, jointly, for **Fifty Thousand and 00/100 Dollars (\$50,000.00)**.
8 Acceptance of this offer precludes any additional award of interest, costs or attorneys' fees to
9 Plaintiff as such items are already included in this offer.

10 This offer of Judgment is not an admission of liability but is an offer of compromise made
11 for the purposes specified in N.R.C.P. 68. If not accepted within ten (10) days from service, this
12 Offer of Judgment shall be deemed rejected.

13 Dated this 29th day of October, 2018.

14 **FENNEMORE CRAIG, P.C.**


15
16 By: 
17 Samuel S. Lionel, Esq. (Bar No. 1766)
18 Brenoch Wirthlin, Esq. (Bar No. 10282)
19 300 S. Fourth Street, Suite 1400
20 Las Vegas, Nevada 89101
21 Attorneys for Sigmund Rogich,
22 Individually and as Trustee of the Rogich
23 Family Irrevocable Trust and
24 Imitations, LLC
25
26
27
28

EXHIBIT 2

EXHIBIT 2

1 Samuel S. Lionel, Esq. (Bar No. 1766)
2 Brenoch Wirthlin, Esq. (Bar No. 10282)
3 **FENNEMORE CRAIG, P.C.**
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9 *Attorneys for Sigmund Rogich, Individually and*
10 *as Trustee of the Rogich Family Irrevocable*
11 *Trust and Imitations, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

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

16 Plaintiffs,

17 v.

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

23 Defendants.

24 NANYAH VEGAS, LLC, a Nevada limited
25 liability company,

26 Plaintiff,

27 v.

28 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

OFFER OF JUDGMENT TO PLAINTIFF
NANYAH VEGAS, LLC

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

FENNEMORE CRAIG

LAS VEGAS

14719542/038537.0004

Case Number: A-13-686303-C

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OFFER OF JUDGMENT TO PLAINTIFF NANYAH VEGAS, LLC

TO: PLAINTIFF NANYAH VEGAS, LLC; and
TO: MARK SIMONS, ESQ., its attorney:

Pursuant to N.R.C.P. 68, Defendants, SIGMUND ROGICH, individually and as Trustee of The Rogich Family Irrevocable Trust and IMITATIONS, LLC (collectively, the “Defendants”), hereby offer to allow judgment to be taken in favor of Plaintiff NANYAH VEGAS, LLC (the “Plaintiff”) and against Defendants, jointly, for **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**. Acceptance of this offer precludes any additional award of interest, costs or attorneys’ fees to Plaintiff as such items are already included in this offer.

This offer of Judgment is not an admission of liability but is an offer of compromise made for the purposes specified in N.R.C.P. 68. If not accepted within fourteen (14) days from service, this Offer of Judgment shall be deemed rejected.

Dated: April 1, 2019.

FENNEMORE CRAIG, P.C.

By: /s/ Brenoch Wirthlin, Esq.
Samuel S. Lionel, Esq. (Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
*Attorneys for Sigmund Rogich,
Individually and as Trustee of the Rogich
Family Irrevocable Trust and
Imitations, LLC*

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CERTIFICATE OF SERVICE

I hereby certify that a copy of **OFFER OF JUDGMENT TO PLAINTIFF NANYAH VEGAS, LLC** was served upon the following person(s) by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, on April 1, 2019 as follows:

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Attorneys for Defendants Pete Eliades, Teld, LLC and Eldorado Hills, LLC

Michael Cristalli *Via E-service*
Janiece S. Marshall
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Las Vegas, NV 89145

/s/ Cheryl Landis
An employee of
Fennemore Craig, P.C.

EXHIBIT 3

EXHIBIT 3

AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF
NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT
OR ALTERNATIVELY FOR JUDGMENT AS A MATTER OF LAW
PURSUANT TO NRCP 50(a)

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

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

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

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.

3. I submit this affidavit in support of Nanyah Vegas, LLC's Opposition to Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a) ("Opposition"), to which this affidavit is attached as Exhibit 3.

4. Exhibits 1 and 2 to the Opposition are true and correct copies of Offers of Judgment Nanyah Vegas, LLC received in this matter.

5. Exhibit 4 to the Opposition are true and correct copies of records filed with the Nevada Gaming Control Board.

6. Exhibit 5 to the Opposition are true and correct excerpts of Sigmund Rogich's May 24, 2018 deposition transcript.

7. Exhibit 6 to the Opposition is a true and correct copy of an email string dated October 25, 2008.

///

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///

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///

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

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FURTHER AFFIANT SAYETH NAUGHT.

Dated this 24th day of May, 2019.



MARK G. SIMONS

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

Subscribed and sworn to before me
on this 24 day of May, 2019 by
Mark G. Simons at Reno, Nevada.



NOTARY PUBLIC

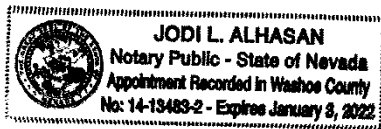


EXHIBIT 4

EXHIBIT 4

03/03/15
09:59 AM

STATE OF NEVADA GAMING CONTROL BOARD
REPORT OF LOCATIONS
SORTED BY PRIMARY NAME

MSLSRI

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=====
Name CANYON VIEW, INC. | Approve Date 06/21/95
DB at | Start Date 07/01/95
DB as 19TH HOLE | Finaled Date 99/99/99
N -Non Restricted Active Ownership CORP
----- Location Address ----- Mailing Address -----
550 S ELDORADO RD 550 S ELDORADO RD
MESQUITE NV 89027 MESQUITE NV 89027
---Added---Removed--- Owners only -----
07/01/95 JAMES DALE PETERSEN/
PRESIDENT-SECRETARY-TREASURER-DIRECTOR
07/01/95 02/22/96 R ROBERT LEROY PETERSEN/ (DECEASED)
SECRETARY-TREASURER-DIRECTOR
02/22/96 04/25/96 R JEANA LEE PETERSEN/ (1)
PERSONAL REPRESENTATIVE FOR THE ESTATE OF ROBERT
LEROY PETERSEN
06/05/03 TODD JAMES PETERSEN-----100%
: -----
: KEY EMPLOYEE
01/25/96 TODD JAMES PETERSEN/ (2)
GENERAL MANAGER
: -----
05/29/08 APPROVED TO PLEDGE THE EQUITY SECURITIES OF CANYON
VIEW, INC., AND TO GRANT A POSSESSORY SECURITY INTEREST
TO JAMES DALE PETERSON IN CONJUNCTION WITH LOAN
AGREEMENTS
- -----
02/22/96 04/25/96 R (1)TEMPORARY LIMITED LICENSURE TO EXPIRE ON DATE OF
THE NEVADA GAMING COMMISSION MEETING OF APRIL 1996
: -----
03/20/03 (2)PERMISSION TO PARTICIPATE PER REG. 8.060
: -----
<End of Owners>
=====
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=====
Name NORTHPOINTE SIERRA, INC | Approve Date 12/18/08
DB at | Start Date 12/19/08
DB as ALAMO CASINO - MILL CITY | Finaled Date 99/99/99
N -Non Restricted Active Ownership CORP
----- Location Address ----- Mailing Address -----
INTERSTATE 80 ATTN: CONTROLLER
1200 FINANCIAL BLVD
MILL CITY NV 89418 RENO NV 89502
---Added---Removed--- Owners only -----
12/19/08 NORTHPOINTE SIERRA, INC DBA
ALAMO CASINO - MILL CITY
12/19/08 01/03/11 R ROBERT ALAN CASHELL, SR./
DIRECTOR
12/19/08 05/21/14 R LOWELL FRANCIS CHICHESTER/
SECRETARY-TREASURER-DIRECTOR
12/19/08 06/01/09 R NANCY KAY CASHELL/
DIRECTOR
12/19/08 04/20/09 R ROBERT AND NANCY CASHELL FAMILY TRUST
12/19/08 04/20/09 R ROBERT ALAN CASHELL, SR./
TRUSTEE-BENEFICIARY
12/19/08 04/20/09 R NANCY KAY CASHELL/BENEFICIARY
12/19/08 ROBERT ALAN CASHELL, JR./ (1)
PRESIDENT-SECRETARY-TREASURER-DIRECTOR
=====
```

JA_007803

07/01/84 09/30/89 R SIGMUND ARNANSON ROGICH/
VICE PRESIDENT-DIRECTOR

06/20/85 01/30/91 R THE ROGICH FAMILY TRUST

06/20/85 01/30/91 R SIGMUND ARNANSON ROGICH/
TRUSTEE-BENEFICIARY

07/16/87 12/21/01 R PAUL JAMES NEMETH/
CHIEF OPERATING OFFICER-CHIEF
EXECUTIVE OFFICER-PRESIDENT-
DIRECTOR-CHAIRMAN OF THE BOARD-
OPTION HOLDER

08/29/97 DAVID SCOTT TATE/(1)
PRESIDENT-TREASURER-DIRECTOR-
GENERAL MANAGER

04/21/11 KRISTIE LYNN TATE/SECRETARY

03/24/99 12/21/01 R PAUL J. NEMETH TRUST

03/24/99 12/21/01 R PAUL JAMES NEMETH/
TRUSTEE-BENEFICIARY

04/22/03 THE DAVID SCOTT TATE GAMING TRUST----- 100%

04/22/03 DAVID SCOTT TATE/
TRUSTOR-TRUSTEE-BENEFICIARY

- - - - -

- KEY EMPLOYEES

07/22/82 09/10/87 R JAMES ALBERT MOORE/GENERAL MANAGER

01/22/87 07/16/87 R PAUL JAMES NEMETH/CHIEF OPERATING OFFICER(1)

- - - - -

- (1) PERMISSION TO PARTICIPATE PER REG 8.060

- - - - -

- PLEDGE OF STOCK:

06/28/84 08/22/96 R WILLIAM WORTMAN

06/28/84 08/22/96 R SIGMUND ROGICH

06/28/86 08/22/96 R PERMISSION TO PLEDGE 1,000 SHARES OF W.C.W.
CORPORATION STOCK AND ALL LAUF CORPORATION STOCK
TO NEVADA NATIONAL BANK.

: - - - - -

<End of Owners>

```

=====
Name  WILLIAM HILL NEVADA I      | Approve Date   09/24/04
DB at BONANZA INN AND CASINO RACE BOOK AND SPO | Start Date    11/08/04
DB as WILLIAM HILL RACE & SPORTS BOOK | Finaled Date  99/99/99
N -Non Restricted                | Active        Ownership  CORP
----- Location Address ----- | ----- Mailing Address -----
855   W WILLIAMS                | AV            6325 S RAINBOW BL STE 100
FALLON NV 89406                 | LAS VEGAS    NV 891183278
---Added---Removed---          | ----- Owners only -----
: FULL NAME:
: BONANZA INN AND CASINO RACE BOOK AND SPORTS POOL
: -----
06/27/12 WILLIAM HILL PLC
: (SOLE SHAREHOLDER OF WILLIAM HILL HOLDINGS LIMITED)
06/27/12 GARETH DAVIS/CHAIRMAN OF THE BOARD
06/27/12 NORMAN RALPH JAMIESON TOPPING/
        CHIEF EXECUTIVE OFFICER-DIRECTOR
06/27/12 NEIL COOPER/CHIEF FINANCIAL OFFICER-DIRECTOR
06/27/12 THOMAS JEROME PETER MURPHY/CORPORATE SECRETARY
05/16/13 DAVID SOUTAR LOWDEN/DIRECTOR
03/20/14 PHILIP DANIEL MOYES/CHIEF INFORMATION OFFICER
: KEY EMPLOYEE
06/27/12 THOMAS JEROME PETER MURPHY/GENERAL COUNSEL
11/21/13 ROBINDAR RAJ CHHABRA/(1)HEAD OF STRATEGY AND
        CORPORATE DEVELOPMENT

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NEVADA GAMING COMMISSION REGULATION 16.400

: -----

<End of Owners>

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=====
Name W.C.W. CORPORATION | Approve Date 03/19/63
DB at | Start Date 04/09/63
DB as FALLON NUGGET | Final Date 99/99/99
N -Non Restricted Active Ownership CORP
----- Location Address ----- Mailing Address -----
70 S MAINE ST ATTN: ACCOUNTING DEPARTMENT
562 N MAINE ST
FALLON NV 89406 FALLON NV 89406
---Added---Removed--- Owners only -----
07/01/84 08/22/96 R WILLIAM CLAUDE WORTMAN/
PRESIDENT-DIRECTOR
07/01/84 09/30/89 R SIGMUND ARNASON ROGICH/
VICE PRESIDENT-DIRECTOR
06/20/85 01/30/91 R THE ROGICH FAMILY TRUST
06/20/85 01/30/91 R SIGMUND ARNASON ROGICH/
TRUSTEE-BENEFICIARY
07/16/87 12/21/01 R PAUL JAMES NEMETH/
CHIEF OPERATING OFFICER-CHIEF
EXECUTIVE OFFICER-PRESIDENT-
DIRECTOR-CHAIRMAN OF THE BOARD-
OPTION HOLDER
12/18/97 DAVID SCOTT TATE/(1)
PRESIDENT-TREASURER-DIRECTOR-
GENERAL MANAGER
04/21/11 KRISTIE LYNN TATE/SECRETARY
03/24/99 12/21/01 R PAUL J. NEMETH TRUST
03/24/99 12/21/01 R PAUL JAMES NEMETH/
TRUSTEE-BENEFICIARY
04/22/03 THE DAVID SCOTT TATE GAMING TRUST----- 100%
04/22/03 DAVID SCOTT TATE/
TRUSTOR-TRUSTEE-BENEFICIARY
-----
- KEY EMPLOYEES
12/15/77 09/10/87 R ROBERT GLENN CAUDLE/SHIFT MANAGER
02/19/81 09/10/87 R ROBERT MICHAEL BLAKELY/SHIFT MANAGER
07/22/82 09/10/87 R JAMES ALBERT MOORE/GENERAL MANAGER
08/18/83 09/10/87 R JAMES NEWTON JONES/FLOOR MANAGER
01/22/87 07/16/87 R PAUL JAMES NEMETH/CHIEF OPERATING OFFICER(1)
-----
- (1) PERMISSION TO PARTICIPATE PER REG 8.060
-----
09/26/84 09/09/99 R ADDITION OF SPORTS POOL - PARLAY CARDS ONLY
-----
- PLEDGE OF STOCK:
06/28/84 08/22/96 R WILLIAM WORTMAN
06/28/84 08/22/96 R SIGMUND ROGICH
06/28/84 08/22/96 R PERMISSION TO PLEDGE 1,000 SHARES OF W.C.W.
CORPORATION STOCK AND ALL LAUF CORPORATION
STOCK TO NEVADA NATIONAL BANK.
: -----
<End of Owners>
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=====
Name WILLIAM HILL NEVADA I | Approve Date 01/26/06
DB at FALLON NUGGET - RACE BOOK AND SPORTS POO | Start Date 01/26/06
DB as WILLIAM HILL RACE & SPORTS BOOK | Final Date 99/99/99
N -Non Restricted Active Ownership CORP
=====

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EXHIBIT 5

EXHIBIT 5

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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 interest of GO
GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, a
Nevada limited liability company,

Plaintiffs,

vs.

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

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

Defendants.

AND ALL RELATED MATTERS

DEPOSITION OF

SIGMUND ROGICH

Las Vegas, Nevada

May 24, 2018

9:57 a.m.

Reported by: Heidi K. Konsten, RPR, CCR
Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 470878

1 Deposition of SIGMUND ROGICH, Volume 1,
2 taken at 3770 Howard Hughes Parkway, Suite 300, Las
3 Vegas, Nevada, on Thursday, May 24, 2018, at 9:57
4 a.m., before Heidi K. Konsten, Certified Court
5 Reporter in and for the State of Nevada.

6

7 APPEARANCES OF COUNSEL

8 For the Plaintiff Nanyah Vegas, LLC:

9 MARK G. SIMONS, ESQ.
10 Simons Law, PC
6490 South McCarran Boulevard
11 #20
Reno, Nevada 89509
(775) 785-0088
12 (775) 785-0087 Fax
mark@mgsimonslaw.com

13

For the Defendant Sigmund Rogich:

14

15 SAMUEL S. LIONEL, ESQ.
Fennemore Craig
300 South Fourth Street
16 Suite 1400
Las Vegas, Nevada 89101
17 (702) 692-8000
(702) 692-8099 Fax

18

For the Defendant Peter Eliadas:

19

20 JOSEPH A. LIEBMAN, ESQ.
Bailey Kennedy
8984 Spanish Ridge Avenue
21 Las Vegas, Nevada 89148
(702) 562-8820
22 (702) 562-8821 Fax
jliebman@baileykennedy.com

23

24 Also present: Melissa Olivas

25

* * * * *

1 Q Okay.

2 A It's confusing.

3 Q Well, it says, "Such interest, as well
4 as the ownership interest currently held by you,
5 the buyer, may be subject to potential claims of
6 those entities set forth and attached hereto on
7 Exhibit A."

8 A Yes.

9 Q Do you see that?

10 A Yes.

11 Q And then it says, "You intend to
12 negotiate such claims with seller's assistance so
13 that such claimants can either confirm or convert
14 the amount set forth into non-interest bearing
15 debt" --

16 A Yes.

17 Q -- "or an equity percentage"; right?

18 A Yes.

19 Q And that was your intent and purpose
20 when you signed this agreement, wasn't it?

21 A Yes.

22 Q And you agreed that you would attempt to
23 resolve the investments --

24 A Yes.

25 Q -- of those entities identified on

1 referring to this document. In this document that
2 you signed, where you're selling and taking a half
3 a million bucks back from TELD --

4 A Yes.

5 Q -- you're telling TELD Nanyah Vegas,
6 among others, each of whom invested or otherwise
7 advanced funds to the company, Eldorado Hills;
8 right?

9 A Right.

10 Q Why are you making that representation
11 to TELD?

12 A Because they didn't invest any money. I
13 wasn't worried about it.

14 Q Well, why didn't you tell TELD that
15 Nanyah Vegas, Ray Family Trust, Eddyline
16 Investments, and Antonio Nevada, none of them
17 invested any money?

18 A I did tell TELD that -- that I wasn't
19 worried about this, because Jacob was -- had no
20 standing, in our opinion, and we beat him in
21 court, as you know. And I didn't know who Nanyah
22 was, and the -- and that I knew about the other
23 two.

24 Q You never had any intention of paying
25 Nanyah 1.5 million, did you?

1 A No.

2 Q So when you signed this agreement, you
3 knew you were never going to pay Nanyah --

4 MR. LIONEL: I'm going to object.

5 MR. SIMONS: Excuse me.

6 BY MR. SIMONS:

7 Q -- Nanyah Vegas, LLC, \$1.5 million;
8 right?

9 MR. LIONEL: There's nothing in here
10 that says -- in this document, in 22 that says he
11 has to pay anybody. Paragraph 8 you refer to not
12 only doesn't have an amount --

13 MR. SIMONS: What's your objection, Sam?
14 Don't instruct your client.

15 What's your objection?

16 MR. LIONEL: Because it's a hold
17 harmless. It's not saying he's going to pay
18 anything.

19 MR. SIMONS: What's your objection?
20 What's your objection?

21 MR. LIONEL: My objection is it doesn't
22 say he has to pay anything to anybody.

23 BY MR. SIMONS:

24 Q When you signed this membership interest
25 purchase agreement, you never intended to pay

1 discovered it yet?

2 MR. LIONEL: That's my objection.

3 There's no foundation.

4 BY MR. SIMONS:

5 Q So it's fair to say you have no idea
6 when my client discovered that you transferred out
7 your interest to Pete Eliadas?

8 A I -- I have no idea about your client.

9 Q Okay. Now, look at Exhibit 32.
10 Are you there?

11 A Yes.

12 Q Okay. This is the approval of Eldorado
13 Hills to enter into a promissory note with Pete
14 Eliadas for over \$10 million; right?

15 A Yes.

16 Q And do you see where you signed down
17 there --

18 A Yes.

19 Q -- as a manager?

20 A Okay.

21 Q Were you the manager -- one of the
22 managers of Eldorado Hills, LLC, as of June 25,
23 2009?

24 A Evidently. That's when I was in -- in a
25 different capacity.

1 Q Are you familiar with the -- what are
2 called fiduciary duties?

3 A Yes.

4 Q What is your understanding of a
5 fiduciary duty?

6 A To pay respective fees and -- that are
7 needed to run a company. To not take money for
8 your -- for yourself if it doesn't belong to you.
9 To handle the company with integrity.

10 Q Any duties with regard to communication?

11 A As needed.

12 Q Communicate with who?

13 A The owners, partners, investors.

14 Q So what's the responsibility or the duty
15 that you believe exists with regards to investors,
16 partners, or owners in a venture?

17 A To communicate with them.

18 MR. LIONEL: Object to the form of the
19 question. It's also irrelevant.

20 BY MR. SIMONS:

21 Q To advise the owners, partners, or
22 investors of financial activities relating to the
23 company?

24 A Yes.

25 Q Communicate with the owners, partners,

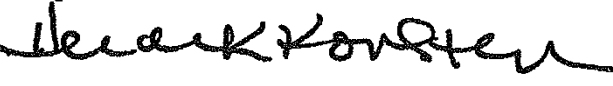
CERTIFICATE OF COURT REPORTER

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 SIGMUND ROGICH,
commencing on May 24, 2018, at 9:57 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 May 6, 2018 

Heidi K. Konsten, RPR, CCR No. 845

EXHIBIT 6

EXHIBIT 6

Melissa Olivas

From: Kenneth Woloson [kwoloson@nevadafirm.com]
Sent: Saturday, October 25, 2008 5:24 PM
To: Carlos Huerta
Cc: Melissa Olivas
Subject: RE: Ken's agreement

Thanks, will wait to hear back from you...but please let me know what interest you think Nanyah should have...if 2/3rds is going to Pete and Albert, then what of the remaining third do they "get"...and the others?...and I'll wait for the blackline of my "deal memo" to see your corrections and thanks in advance for that.

Take care.

Ken

Kenneth A. Woloson, Esq.
Santoro, Driggs, Walch, Kearney,
Holley & Thompson
400 South Fourth Street, 3rd Floor
Las Vegas, NV 89101
Telephone: (702) 791-0308
Fax: (702) 474-0281
Cell: (702) 501-2002
E-mail: kwoloson@nevadafirm.com

-----Original Message-----
From: hurricanehuerta@gmail.com [mailto:hurricanehuerta@gmail.com] On Behalf Of Carlos Huerta
Sent: Saturday, October 25, 2008 12:33 PM
To: Kenneth Woloson
Cc: Melissa Olivas
Subject: Re: Ken's agreement

Hello Ken,

I was unaware of your move to Santoro. Last I knew, you were still Nany Woloson & Mullins. I actually called you yesterday (after closing hours/about 5:30 pm) and, when the outgoing message said Santoro Driggs, I was confused and I just didn't even try to search for you, via their automated phone system. Now, I know and thanks.

As for the other investors, I will have a tough time having agreements buttoned up with these guys over the weekend. In regards to what they would or wouldn't expect (debt, equity, or combination), exactly, would be hard to say right now. This has all happened so fast that I have not even addressed any of this with the investors as of yet, except a little bit with Antonio Nevada, LLC and we're set to talk tomorrow/Sunday morning to see what Antonio's willing to do or not do. Antonio's progress will definitely effect Nanyah's.

In regards to Nanyah, you are right; they are in Canamax, but that was when we were pretty sure, as per Sig, that Dr. Nagy was coming in as an investor (when you, Melissa, Craig, and I met in your old office). We'll have to, somehow, transfer Nanyah's interests to Eldorado, since the intentions of taking their \$1.5 million was to really be an investment into the 160-acre property not necessarily into a phantom company. We'll have to, maybe not instantly, need to try to our best to make sure we do our best in preserving their interests, no more or less than the other members/investors, in order to avoid further complications or issues, realizing that if the asset were taken over, by the FDIC, everyone (except maybe Antonio, b/c of their claims of

debt versus equity) would lose their capital. However, as Managers, it's obvious that Sig and I are bound to do our best, from a fiduciary perspective (which I know that you know).

What I will try to do is convince Antonio to convert into an equity position tomorrow and the other investor/members (Craig is one of them, FYI) I think will agree to help save this deal as per the current structure and sign whatever we need them to in order to do so.

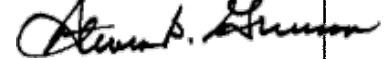
In conclusion, I will definitely help you as much as I possibly can get those issues worked out with the relationships that I have and save you that whirlwind. To date, thank you for your responsiveness and for the effort(s) that you are putting forth. My cell number (497-6408) is the best number to reach me at and you can call me anytime. Now that I have your new email address, this is also a great way to catch me.

Text (or talk) w/ U soon.

Carlos

On 10/25/08, Kenneth Woloson <kwoloson@nevadafirm.com> wrote:

>
>
>
> Hi, Carlos:
>
>
> I'll give you all my contact info below. I am speaking with Melissa right
> now, but I would very much appreciate you/Craig's assistance on the
> suggested agreement between Sig (his Trust, I guess?...or maybe it should be
> with Sig individually and as Tee of his Irrev Trust) AND the "other
> investors. I have a pretty full plate over the weekend/Monday (and
> actually one OTHER deal closing next week also on which I'll need to spend a
> little time), so between the multiple agreements with Pete and Albert, with
> Eldorado, and P & A and Sig, and the "master agreement" among all of you,
> and coordinating escrow instructions AND looking at loan docs, I'll be
> delighted with having some assistance.
>
>
> In that regard, perhaps you could let me know your thoughts on the following
> concerning the other potential owners (and are you planning on addressing
> each of these third parties in separate agreements, OR do they "know about
> each other" and so on?)
>
>
>
> 1. Are they to remain equity owners or debtors
>
>
> 2. If equity, what percentage ownership (and reduces Sig to
> some extent?)
>
>
> 3. If debtor, who owes them, and how much and when is it due
> and at what interest rate.
>
>
> 4. What is the deal with respect to each of the following (AND



1 **ORDR (CIV)**
2 MARK G. SIMONS, ESQ.
3 Nevada Bar No. 5132
4 MSimons@SHJNevada.com
5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, Nevada 89509
8 Telephone: (775) 785-0088
9 Facsimile: (775) 785-0087

10 *Attorneys for Nanyah Vegas, LLC*

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

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C
DEPT. NO.: XXVII

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

**ORDER DENYING NANYAH
VEGAS, LLC'S MOTION FOR
NRCP 15 RELIEF**

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 Nanyah Vegas, LLC's ("Nanyah") Motion for NRCP 15 Relief (the "Motion to
2 Amend") came before the Court on April 22, 2019.

3 **APPEARANCES**

4 The Parties appeared as follows:

- 5 ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Dennis Kennedy, Esq. and
6 Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
7 ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family
8 Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the
9 "Rogich Defendants"): Samuel Lionel, Esq., Thomas Fell, Esq., and
10 Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
11 ➤ For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

12 **ORDER**

13 The Court, having heard oral argument, having reviewed the papers, exhibits, and
14 pleadings on file, and having considered the same, and for the reasons stated upon the
15 record, DENIES the Motion to Amend for the following reason.

- 16 ➤ Nanyah moved the Court to amend its pleading to assert an implied-in-fact contract
17 against Eldorado Hills. In Case No. A-13-686303-C, Nanyah pled an implied-in-
18 fact contract claim against Eldorado Hills in its original Complaint. However, on
19 October 21, 2013, Nanyah filed a First Amended Complaint and voluntarily omitted
20 its implied-in-fact contract claim against Eldorado Hills. Thus, the Court finds that
21 Nanyah voluntarily abandoned its implied-in-fact contract claim against Eldorado
22 Hills.
23 ➤ The Court also finds that the Motion to Amend is untimely.

24 ///

25 ///

26 ///

27 ///

28 ///

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Reno, NV 89509
Phone: (775) 785-0088

➤ Finally, the Court finds that it would be unfair and prejudicial to require Eldorado Hills to be prepared to defend against an implied-in-fact contract claim that was abandoned in 2013 and was not reasserted until immediately before trial.

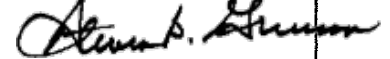
DATED this 20 day of May, 2019.

Nancy L. Alf
DISTRICT COURT JUDGE

Submitted by:

SIMONS HALL JOHNSTON PC

By: [Signature]
Mark Simons, Esq.
6490 South McCarran Blvd., #F-46
Reno, NV 89509
Attorneys for Plaintiff Nanyah Vegas, LLC



1 **ORDR**

2 MARK G. SIMONS, ESQ.
3 Nevada Bar No. 5132
4 MSimons@SHJNevada.com
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7 Reno, Nevada 89509
8 Telephone: (775) 785-0088
9 Facsimile: (775) 785-0087

10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C
DEPT. NO.: XXVII

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

**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**

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Phone: (775) 785-0088

1 Plaintiff, Nanyah Vegas, LLC ("Plaintiff"), having filed its Emergency Motion to
2 Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or
3 Motion to Continue Trial for Purposes of NRS 163.120 ("Motion") filed on April 16, 2019;
4 Defendants, Sigmund Rogich, individually and as Trustee of the Rogich Family
5 Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"), having filed their Opposition
6 on April 18, 2019; the Motion having been heard telephonically on shortened time on April
7 18, 2019 at 4:00 p.m. ("Hearing"), with appearances by the following counsel, Mark
8 Simons of Simons Hall Johnston, P.C. (representing the Plaintiff) Samuel S. Lionel,
9 Thomas H. Fell, Brenoch Wirthlin of Fennemore Craig, P.C. (representing the Rogich
10 Defendants), and Dennis Kennedy and Joseph A. Liebman of Bailey Kennedy
11 (representing Eldorado Hills, LLC); the Court having heard arguments of counsel, good
12 cause appearing, hereby finds as follows:

13 1. On April 15, 2019, the Rogich Defendants filed a Request for Judicial Notice,
14 wherein it was requested that this Court take judicial notice of NRS 163.120; and

15 2. Pursuant to NRS 47.140(3), this Court is authorized to take judicial notice of
16 NRS 163.120;

17 Based upon the above findings, and good cause appearing,

18 IT IS HEREBY ORDERED that Plaintiff's Motion is hereby DENIED IN PART as to
19 the Motion to Continue Trial, and Plaintiff's motion to continue the trial in this matter is
20 hereby DENIED;

21 IT IS HEREBY FURTHER ORDERED that, after having an opportunity to be heard
22 by all parties, this Court takes Judicial Notice of NRS 163.120 as requested by the Rogich
23 Defendants;

24 IT IS HEREBY FURTHER ORDERED that, by 11:59 p.m. on April 21, 2019, the
25 parties are to file and serve supplemental briefs addressing the Court's discretion under
26 NRS 163.120 as instructed by the Court at the Hearing; and
27
28

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Phone: (775) 785-0088

1 IT IS HEREBY FURTHER ORDERED that, upon the commencement of trial in this
2 matter on April 22, 2019 at 10:00 a.m., the Court will hear arguments related to the
3 supplemental briefs regarding NRS 163.120.

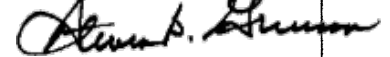
4 DATED this 20 day of May, 2019.

5
6 Nancy L AOF
DISTRICT COURT JUDGE

7 Submitted by:

8 **SIMONS HALL JOHNSTON PC**

9
10 By: _____
11 Mark Simons, Esq.
12 6490 South McCarran Blvd., #F-46
13 Reno, NV 89509
14 Attorneys for Plaintiff Nanyah Vegas, LLC
15
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17
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26
27
28



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1 **ORDR**

2 MARK G. SIMONS, ESQ.
3 Nevada Bar No. 5132
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5 SIMONS HALL JOHNSTON PC
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7 Reno, Nevada 89509
8 Telephone: (775) 785-0088
9 Facsimile: (775) 785-0087

10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C
DEPT. NO.: XXVII

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

**STIPULATION AND ORDER
REGARDING ROGICH FAMILY
IRREVOCABLE TRUST'S
MEMORANDUM OF COSTS
AND MOTION FOR
ATTORNEYS' FEES**

1 Plaintiff, Nanyah Vegas, LLC ("Nanyah") by and through its undersigned counsel
2 and Eldorado Hills, LLC ("Eldorado"), by and through their undersigned counsel and Sig
3 Rogich, individually ("Rogich") and as Trustee of The Rogich Family Irrevocable Trust
4 ("Rogich Trust") and Imitations, LLC (collectively the "Rogich Defendants") by and through
5 their undersigned counsel, hereby stipulate and agree to the following:

6 1. Whereas on April 30, 2019, the Court entered an Order dismissing the
7 Rogich Trust as a defendant in the action;

8 2. Whereas the April 30, 2019, Order contemplated a suspension of the trial
9 until such time as Nanyah pursued and concluded its Writ of Mandamus (the "Writ")
10 proceedings seeking review by the Nevada Supreme Court of the Court's decision
11 dismissing the Rogich Trust;

12 3. Whereas the parties stipulated and agreed to a suspension of the trial
13 proceedings with this Court, except and excluding any motion for summary judgment filed
14 by any party relating to the remaining pending claims and parties;

15 4. Whereas on May 6, 2019, in an abundance of caution, the Rogich Trust filed
16 its Memorandum of Costs ("Memorandum") and so as not to waive any such claim to
17 costs and further intends to file a motion seeking an award of attorneys' fees;

18 5. Whereas the Rogich Defendants previously stipulated to an extension of
19 time for Nanyah to file its Motion to Retax;

20 6. Whereas on May 21, 2019, in an abundance of caution, the Rogich Trust
21 filed a Motion for Attorneys' Fees and Costs ("Fee Motion");

22 7. For the purpose of judicial economy and the convenience of the parties, and
23 to ensure that foregoing motions are decided following the resolution of the claims against
24 the remaining parties, the parties hereby stipulate and agree to continue the time for
25 Nanyah to file its Motion to Retax and its Opposition to the Fee Motion and to vacate and
26 continue the hearing currently scheduled for June 26, 2019.

27 8. Upon the conclusion of the trial in this action and/or resolution of the claims
28 against the remaining parties, the parties will mutually agree upon the date by which

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Reno, NV 89509
Phone: (775) 785-0088

1 Nanyah is to file its Motion to Retax and Opposition to the Fee Motion and the parties will
2 reschedule the hearing on the Retax Motion and Fee Motion.

3 9. Pursuant to this stipulation, in the event the Court requires the Rogich Trust
4 refile its Memorandum or Fee Motion, the parties agree that for timeliness purposes, the
5 original dates of filing of the Memorandum, the Retax Motion and the Fee Motion will be
6 deemed as the effective dates of the refiled motions.

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

9 DATED this 6th day of June, 2019.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd. F-46
Reno, Nevada 89509

11
12
13 By: 

MARK G. SIMONS, ESQ.
Attorneys for Nanyah

14
15 DATED this 4th day of ~~May~~ ^{June}, 2019.

16
17 BAILEY KENNEDY
18 8984 Spanish Ridge Avenue
19 Las Vegas, NV 89148-1302

20
21 By: 

DENNIS KENNEDY, ESQ.
JOSEPH LIEBMAN, ESQ.
Attorneys for Eldorado

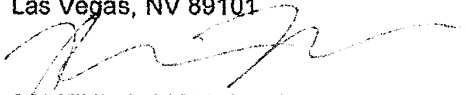
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23
24
25 ////

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6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

DATED this 11 day of June, 2019.

FENNEMORE CRAIG
300 S. Fourth Street, Ste. 1400
Las Vegas, NV 89101

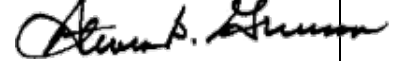
By:


SAMEUL S. LIONEL, ESQ.
BRENOCH WIRTHLIN
Attorneys for the Rogich Defendants

BASED UPON THE FOREGOING, it is hereby ordered that the hearing currently scheduled for June 26, 2019, is vacated and is to be rescheduled by the parties upon the conclusion of the trial and/or resolution of the claims against the remaining parties.

IT IS SO ORDERED this 13th day of ^{June} May, 2019.


DISTRICT COURT JUDGE



Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas Fell, Esq. (Bar No. 3717)
Brenoch Wirthlin, Esq. (Bar No. 10282)
FENNEMORE CRAIG, P.C.
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Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com
bwirthlin@fclaw.com

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

NOTICE OF ENTRY OF ORDER

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:

Plaintiff,

v.

CASE NO.: A-16-746239-C

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.

///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 29th day of May, 2019, an **ORDER DENYING NANYAH VEGAS, LLC’S MOTION FOR NRCP 15 RELIEF** was entered in the above case. A copy is attached hereto.

DATED June 24, 2019.

FENNEMORE CRAIG, P.C.

/s/ Brenoch Wirthlin, Esq.

By _____
 Brenoch Wirthlin, Esq. (Bar No. 10282)
 1400 Bank of America Plaza
 300 South Fourth St. 14th Floor
 Las Vegas, NV 89101
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,
3 and that on June 24, 2019, I caused to be electronically served through the Court's e-service/e-
4 filing system, true and correct copies of the foregoing **NOTICE OF ENTRY OF ORDER**
5 properly addressed to the following:

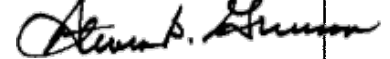
6 Mark Simons, Esq.
7 **SIMONS HALL JOHNSTON PC**
8 6490 South McCarran Blvd., #F-46
9 Reno, Nevada 89509
10 *Attorney for Plaintiff Nanyah Vegas, LLC*

11 Charles E. ("CJ") Barnabi, Jr.
12 **COHEN JOHNSON PARKER EDWARDS**
13 375 E. Warm Springs Road, Suite 104
14 Las Vegas, NV 89119
15 *Attorney for Plaintiffs Carlos Huerta*
16 *and Go Global*

17 Dennis Kennedy
18 Joseph Liebman
19 **BAILEY ♦ KENNEDY**
20 8984 Spanish Ridge Avenue
21 Las Vegas, NV 89148
22 *Attorneys for Defendants Pete Eliades,*
23 *Teld, LLC and Eldorado Hills, LLC*
24 Michael Cristalli
25 Janiece S. Marshall
26 **GENTILE CRISTALLI MILLER**
27 **ARMENTI SAVARESE**
28 410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145

DATED: June 24, 2019

/s/ Morganne Westover
An employee of **Fennemore Craig, P.C.**



1 **ORDR (CIV)**
2 MARK G. SIMONS, ESQ.
3 Nevada Bar No. 5132
4 MSimons@SHJNevada.com
5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, Nevada 89509
8 Telephone: (775) 785-0088
9 Facsimile: (775) 785-0087

10 *Attorneys for Nanyah Vegas, LLC*

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

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C
DEPT. NO.: XXVII

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

**ORDER DENYING NANYAH
VEGAS, LLC'S MOTION FOR
NRCP 15 RELIEF**

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 Nanyah Vegas, LLC's ("Nanyah") Motion for NRCP 15 Relief (the "Motion to
2 Amend") came before the Court on April 22, 2019.

APPEARANCES

The Parties appeared as follows:

- For Eldorado Hills, LLC ("Eldorado Hills"): Dennis Kennedy, Esq. and Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"): Samuel Lionel, Esq., Thomas Fell, Esq., and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

ORDER

The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, DENIES the Motion to Amend for the following reason.

- Nanyah moved the Court to amend its pleading to assert an implied-in-fact contract against Eldorado Hills. In Case No. A-13-686303-C, Nanyah pled an implied-in-fact contract claim against Eldorado Hills in its original Complaint. However, on October 21, 2013, Nanyah filed a First Amended Complaint and voluntarily omitted its implied-in-fact contract claim against Eldorado Hills. Thus, the Court finds that Nanyah voluntarily abandoned its implied-in-fact contract claim against Eldorado Hills.
- The Court also finds that the Motion to Amend is untimely.

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///

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6490 S. McCarran Blvd., Ste. F-46
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Phone: (775) 785-0088

➤ Finally, the Court finds that it would be unfair and prejudicial to require Eldorado Hills to be prepared to defend against an implied-in-fact contract claim that was abandoned in 2013 and was not reasserted until immediately before trial.

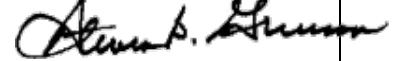
DATED this 20 day of May, 2019.

Nancy L. Alf
DISTRICT COURT JUDGE

Submitted by:

SIMONS HALL JOHNSTON PC

By: [Signature]
Mark Simons, Esq.
6490 South McCarran Blvd., #F-46
Reno, NV 89509
Attorneys for Plaintiff Nanyah Vegas, LLC



Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas Fell, Esq. (Bar No. 3717)
Brenoch Wirthlin, Esq. (Bar No. 10282)
FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400
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Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com
bwirthlin@fclaw.com

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

NOTICE OF ENTRY OF ORDER

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family Irrevocable
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ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

CONSOLIDATED WITH:

Plaintiff,

v.

CASE NO.: A-16-746239-C

TELD, LLC, a Nevada limited liability
company; PETER ELIADAS, individually and
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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.

///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 29th day of May, 2019, an **ORDER DENYING 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** was entered in the above case. A copy is attached hereto.

DATED June 24, 2019.

FENNEMORE CRAIG, P.C.

/s/ Brenoch Wirthlin, Esq.

By _____
 Brenoch Wirthlin, Esq. (Bar No. 10282)
 1400 Bank of America Plaza
 300 South Fourth St. 14th Floor
 Las Vegas, NV 89101
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,
3 and that on June 24, 2019, I caused to be electronically served through the Court's e-service/e-
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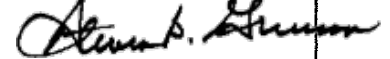
6
7 Mark Simons, Esq.
8 **SIMONS HALL JOHNSTON PC**
9 6490 South McCarran Blvd., #F-46
10 Reno, Nevada 89509
11 *Attorney for Plaintiff Nanyah Vegas, LLC*

12 Charles E. ("CJ") Barnabi, Jr.
13 **COHEN JOHNSON PARKER EDWARDS**
14 375 E. Warm Springs Road, Suite 104
15 Las Vegas, NV 89119
16 *Attorney for Plaintiffs Carlos Huerta*
17 *and Go Global*

18 Dennis Kennedy
19 Joseph Liebman
20 **BAILEY ♦ KENNEDY**
21 8984 Spanish Ridge Avenue
22 Las Vegas, NV 89148
23 *Attorneys for Defendants Pete Eliades,*
24 *Teld, LLC and Eldorado Hills, LLC*
25 Michael Cristalli
26 Janiece S. Marshall
27 **GENTILE CRISTALLI MILLER**
28 **ARMENTI SAVARESE**
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145

DATED: June 24, 2019

/s/ Morganne Westover
An employee of **Fennemore Craig, P.C.**



1 **ORDR**

2 MARK G. SIMONS, ESQ.
3 Nevada Bar No. 5132
4 MSimons@SHJNevada.com
5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, Nevada 89509
8 Telephone: (775) 785-0088
9 Facsimile: (775) 785-0087

10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 CARLOS A. HUERTA, an individual; CARLOS A.
14 HUERTA as Trustee of THE ALEXANDER
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25 the The Eliades Survivor Trust of 10/30/08;
26 SIGMUND ROGICH, individually and as Trustee
27 of The Rogich Family Irrevocable Trust;
28 IMITATIONS, LLC, a Nevada limited liability
company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C
DEPT. NO.: XXVII

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

**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**

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 Plaintiff, Nanyah Vegas, LLC ("Plaintiff"), having filed its Emergency Motion to
2 Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or
3 Motion to Continue Trial for Purposes of NRS 163.120 ("Motion") filed on April 16, 2019;
4 Defendants, Sigmund Rogich, individually and as Trustee of the Rogich Family
5 Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"), having filed their Opposition
6 on April 18, 2019; the Motion having been heard telephonically on shortened time on April
7 18, 2019 at 4:00 p.m. ("Hearing"), with appearances by the following counsel, Mark
8 Simons of Simons Hall Johnston, P.C. (representing the Plaintiff) Samuel S. Lionel,
9 Thomas H. Fell, Brenoch Wirthlin of Fennemore Craig, P.C. (representing the Rogich
10 Defendants), and Dennis Kennedy and Joseph A. Liebman of Bailey Kennedy
11 (representing Eldorado Hills, LLC); the Court having heard arguments of counsel, good
12 cause appearing, hereby finds as follows:

13 1. On April 15, 2019, the Rogich Defendants filed a Request for Judicial Notice,
14 wherein it was requested that this Court take judicial notice of NRS 163.120; and

15 2. Pursuant to NRS 47.140(3), this Court is authorized to take judicial notice of
16 NRS 163.120;

17 Based upon the above findings, and good cause appearing,

18 IT IS HEREBY ORDERED that Plaintiff's Motion is hereby DENIED IN PART as to
19 the Motion to Continue Trial, and Plaintiff's motion to continue the trial in this matter is
20 hereby DENIED;

21 IT IS HEREBY FURTHER ORDERED that, after having an opportunity to be heard
22 by all parties, this Court takes Judicial Notice of NRS 163.120 as requested by the Rogich
23 Defendants;

24 IT IS HEREBY FURTHER ORDERED that, by 11:59 p.m. on April 21, 2019, the
25 parties are to file and serve supplemental briefs addressing the Court's discretion under
26 NRS 163.120 as instructed by the Court at the Hearing; and
27
28

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1 IT IS HEREBY FURTHER ORDERED that, upon the commencement of trial in this
2 matter on April 22, 2019 at 10:00 a.m., the Court will hear arguments related to the
3 supplemental briefs regarding NRS 163.120.

4 DATED this 20 day of May, 2019.

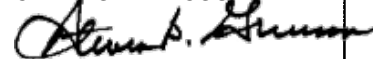
5
6 Nancy L AOF
DISTRICT COURT JUDGE

7 Submitted by: B
8 **SIMONS HALL JOHNSTON PC**

9
10 By: _____
11 Mark Simons, Esq.
12 6490 South McCarran Blvd., #F-46
13 Reno, NV 89509
14 Attorneys for Plaintiff Nanyah Vegas, LLC
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10 *Attorneys for Nanyah Vegas, LLC*

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

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C
DEPT. NO.: XXVII

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

**NANYAH VEGAS LLC'S
OPPOSITION TO ELDORADO
HILLS, LLC'S MOTION FOR
SUMMARY JUDGMENT**

1 Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its undersigned counsel,
2 Mark G. Simons of SIMONS HALL JOHNSTON PC, submits the following opposition to
3 the Motion for Summary Judgment filed by defendant Eldorado Hills, LLC ("Eldorado
4 Hills").

5
6 **I. BASIS OF NANYAH'S CLAIMS.**

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

13 Eldorado's motion posits the following arguments. First, that the Rogich Trust is
14 "solely responsible" for the repayment of the \$1.5 million. Second, that Nanyah's
15 contractual remedy against the Rogich Trust bars its equitable claim against Eldorado as
16 a matter of law.

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

21
22 **II. THE COURT'S ORDER CONCLUSIVELY ESTABLISHES ELDORADO IS**
23 **LIABLE FOR NANYAH'S DEBT.**

24 The following are undisputed facts and rulings of law contained in the Court's
25 October 5, 2018, Order mandating denial of Eldorado's motion, a copy of which is
26 attached hereto as **Exhibit 1**.

27 ///

28 ///

1 **A. ELDORADO RECEIVED NANYAH'S \$1.5 MILLION INVESTMENT.**

2 The following excerpts from the Court's Order conclusively demonstrates that
3 Nanyah invested \$1.5 million into Eldorado which investment Eldorado received.

4 Order, ¶12: **"Nanyah wired \$1,500,000.00 which eventually**
5 **was deposited into Eldorado's bank account. . . .**

6 Order, ¶15.b.i. **"The October 30, 2008, Membership Interest**
7 **Purchase Agreement identifies Nanyah's \$1,500,000**
8 **investment into Eldorado at Exhibit D which clearly and**
9 **unequivocally states the following: Seller [Rogich Trust]**
10 **confirms that certain amounts have been advanced to or**
11 **on behalf of the Company [Eldorado] by certain third-**
 parties [including Nanyah], as referenced in Section 8 of
 the Agreement. Exhibit D also memorializes Nanyah's
 \$1,500,000 investment into Eldorado.

12 Order, ¶21. **"[T]he Court concludes that that Eliades**
13 **Defendants did not specifically assumed the Rogich**
14 **Trust's obligation to repay Nanyah its \$1,500,000.00**
 investment into Eldorado"

15 Based upon the foregoing, it is undisputed that Nanyah paid and Eldorado received
16 Nanyah's \$1.5 million investment.

17 **B. ELDORADO'S "OBLIGATION" TO REPAY NANYAH'S \$1.5 MILLION**
18 **INVESTMENT.**

19 The following excerpts from the Court's Order conclusively demonstrates that
20 Eldorado had a contractual "obligation" to repay Nanyah its \$1.5 million investment.

21 Order, ¶14. **"[T]he agreements identified the Rogich Trust**
22 **specifically agreed to assume the obligation to pay**
 Nanyah its . . . \$1,500,000 invested into Eldorado.

23 Order, ¶17. **"The October 30, 2008, Purchase Agreement states**
24 **that The Rogich Trust specifically agreed to assume the**
25 **obligation to pay Nanyah's . . . debt"**

26 Order, ¶21. **"[T]he Court concludes that that Eliades**
27 **Defendants did not specifically assumed the Rogich**
28 **Trust's obligation to repay Nanyah its \$1,500,000.00**
 investment into Eldorado

1 Based upon the foregoing, it is undisputed that Nanyah paid and Eldorado received
2 Nanyah's \$1.5 million investment and Eldorado had a contractual obligation to repay
3 Nanyah for its investment.

4 **C. THE ROGICH TRUST ASSUMED ELDORADO'S "OBLIGATION" TO**
5 **REPAY NANYAH ITS \$1.5 MILLION INVESTMENT.**

6 The facts are also undisputed that the Rogich Trust agreed to assume Eldorado's
7 repayment obligation to Nanyah on behalf of Eldorado.

8 Order, ¶4. "[T]he agreements identified the Rogich Trust
9 specifically agreed **to assume** the obligation to pay
10 Nanyah its . . . \$1,500,000 invested into Eldorado.

11 Order, ¶7. "The October 30, 2008, Purchase Agreement states
12 that The Rogich Trust specifically agreed **to assume** the
13 obligation to pay Nanyah . . . debt"

14 Based upon the foregoing, it is undisputed that Nanyah paid and Eldorado received
15 Nanyah's \$1.5 million investment, that Eldorado had an "obligation" to repay Nanyah that
16 investment, and the Rogich Trust "assumed" the obligation to repay Nanyah its
17 investment.

18 **D. THE "CLEAR AND UNEQUIVOCAL" LANGUAGE OF THE**
19 **CONTRACTS ESTABLISH ELDORADO'S "OBLIGATION" TO**
20 **REPAY NANYAH ITS \$1.5 MILLION INVESTMENT.**

21 The Court also analyzed the "clear and unequivocal" language of the various
22 contracts and determined "as a matter of law" that Eldorado owed a repayment
23 obligation to Nanyah, which obligation was assumed by the Rogich Trust as Eldorado's
24 surety.

25 Order, ¶ 5.a.ii "The October 30, 2008, Purchase Agreement **states**
26 at Section 4 the following: Seller [Go Global], however, will
27 not be responsible to pay the Exhibit A Claimants their
28 percentage or debt. **This will be Buyer's [The Rogich
Trust's] obligation. . . .** The Exhibit A Claimants
include Nanyah and its \$1,500,000.00 investment.

1 Order, ¶ 5.b.i. "The October 30, 2008, Membership Interest
2 Purchase Agreement identifies Nanyah's \$1,500,000
3 investment into Eldorado at Exhibit D which **clearly and**
4 **unequivocally states** the following: **Seller [Rogich Trust]**
5 **confirms that certain amounts have been advanced to or**
6 **on behalf of the Company [Eldorado] by certain third-**
7 **parties [including Nanyah], as referenced in Section 8**
8 **of the Agreement. Exhibit D also memorializes**
9 **Nanyah's \$1,500,000 investment into Eldorado.**

7 Order, ¶7. "The October 30, 2008, Purchase Agreement states
8 that **The Rogich Trust specifically agreed to assume the**
9 **obligation to pay Nanyah its percentage or Debt**

9 Order, ¶14 "Because the relevant agreements are clear and
10 unambiguous, this Court may determine the intent of the
11 parties as a matter of law,

11 Exh. 1, Order (emphasis added).

12 Based upon the foregoing, it is undisputed that the clear and unambiguous terms
13 of the parties' contracts detailed that Eldorado received Nanyah's \$1.5 million
14 investment, that Eldorado had an "obligation" to repay Nanyah that investment, and the
15 Rogich Trust "assumed" the obligation to repay Nanyah its investment as Eldorado's
16 surety.

18 **III. ELDORADO REMAINS FULLY LIABLE TO NANYAH FOR THE \$1.5 MILLION**
19 **DEBT.**

20 As a matter of law, Eldorado remains liable for the debt owed to Nanyah even
21 though this Court has found that the Rogich Defendants "assumed" the repayment of the
22 \$1.5 million obligation owed to Nanyah. This is because the Rogich Trust's assumption
23 made it the surety for Eldorado's debt obligation to Nanyah. As the surety, the Rogich
24 Trust became primarily liable, however, as a matter of law, Eldorado also remains fully
25 liable on the debt owed to Nanyah.

27 The three-party surety relationship was described in Bldg. Union Inv. & Local Dev.
28 Fund of Am. Tr. v. Dolgen, 2015 WL 13106025, at *4 (S.D. Cal. 2015) as follows:

1 A surety is a party that is obligated with the principal under the primary
2 agreement [and] the surety is immediately and primarily liable upon the default
3 of the principal. "The contract of guaranty or suretyship requires three parties,
the principal, the obligee, and the guarantor or surety."

4 Id.; see also Westinghouse Credit Corp. v. Wolfer, 10 Cal. App. 3d 63, 67, 88 Cal. Rptr.
5 654, 656 (Cal. Ct. App. 1970) ("A surety is, among other things, one who promises to
6 answer for the debt of another. . . . In a suretyship relation there are two obligors
7 [Eldorado and the Rogich Trust] and one obligee [Nanyah] who is entitled to but one
8 performance.").

9
10 Suretyships are common. A surety is "jointly and severally liable with the principal
11 obligor". Restatement (Third) of Suretyship & Guaranty § 15(a), (c), and (d) (1996). "A
12 'surety' is typically jointly and severally liable with the principal obligor on an obligation to
13 which they are both bound." 23 Williston on Contracts § 61:2 (4th ed.); see also Torin
14 Assocs., Inc. v. Perez, 2016 WL 6662271, at *5 (S.D.N.Y. 2016) (a "'surety' is typically
15 jointly and severally liable with the principal obligor on an obligation to which they are
16 both bound."); Gen. Motors Acceptance Corp. v. Daniels, 303 Md. 254, 259, 492 A.2d
17 1306, 1309 (1985) ("the surety is primarily or jointly liable with the principal obligor . . .").

18
19 In order to be valid, the surety agreement need only comply with Nevada's Statute
20 of Frauds. Specifically, NRS 111.220(2) provides that "[e]very special promise to answer
21 for the debt, default or miscarriage of another" must be in writing and signed by the party
22 to be bound. In this instance, the Rogich Trust's surety agreement whereby the Rogich
23 Trust agreed with Eldorado to be primarily liable on Eldorado's debt to Nanyah was in
24 writing and signed by the Rogich Trust. Accordingly, the Rogich Trust is liable to Nanyah
25 for the repayment of Nanyah's \$1.5 million investment as the surety, however, Eldorado
26 remains fully liable for the same debt. See e.g., In re Mason, 573 B.R. 75, 82 (Bankr.
27 S.D.N.Y. 2017) ("The essence of suretyship . . . is that, even if the obligee can look
28

1 directly to the surety for satisfaction of its debt, as between the two obligors, one is the
2 principal obligor that remains primarily liable”).

3 In order for Eldorado to have avoided liability on the repayment debt to Nanyah,
4 Nanyah would have had to sign a release exonerating Eldorado from the obligation.
5 Nanyah did not release Eldorado from the debt. Therefore, Eldorado remains fully liable
6 for the obligation to repay Nanyah its \$1.5 million investment. Noah v. Metzker, 85 Nev.
7 57, 60, 450 P.2d 141, 144 (1969) (original contracting party “shall remain liable” unless
8 there is a written release of liability signed by the recipient of the debt).
9

10 It is undisputed in this action that the Rogich Trust is a surety of Eldorado’s debt.
11 The Court recognized this surety relationship in its Order and clearly states that “The
12 Rogich Trust specifically agreed to assume the obligation to pay Nanyah . . . debt”
13 Exh. 1, Order, ¶7. As a surety, the Rogich Trust expressly agreed to be liable for
14 Eldorado’s debt to Nanyah. The Rogich Trust’s surety, did not relieve Eldorado of the
15 obligation, instead, both Eldorado and the Rogich Trust are liable for the debt.
16

17 There is instructive case law directly on point. In the case of Short v. Sinai, 50
18 Nev. 346, 259 P.417 (1927), the Nevada Supreme Court held that a surety undertakes to
19 pay if a debtor does not, and the obligation between principal and surety is joint and
20 several.
21

22 In Short, Short and Sinai were partners in a clothing shop in Reno. They dissolved
23 the partnership and Sinai agreed to assume certain debts owed by the partners.
24 Concurrently, L. Devincenzi entered into an agreement with Sinai, whereby Devincenzi
25 agreed to assume the debts along with Sinai. When Sinai and Devincenzi failed to pay
26 one of the creditors specifically named in the agreement, the creditor brought suit against
27 Short, who paid the debt and then sued Sinai and Devincenzi. The court held that
28

1 Devincenzi was "bound with Sinai as an original promisor to the agreement made by Sinai
2 . . . that he would pay certain of the creditors of the partnership." 50 Nev. at 351, 259 P.
3 at 418. "Being bound with the principal, [a surety's] obligation to pay is equally absolute."
4 50 Nev. at 350, 259 P. at 418.

5
6 Nevada recognizes a "distinction between guarantors, whose obligations are
7 wholly separate from the principal obligation guaranteed, and sureties, who are co-
8 obligors with the principal debtor. This distinction between guarantors and sureties has
9 been abolished by statute in California, Cal. Civ. Code § 2787, but it remains in force in
10 Nevada. Short v. Sinai, supra." Thomas v. Valley Bank, 97 Nev. 320, 323, 629 P.2d
11 1205, 1207 (1981).

12
13 In the instant case, Huerta was the managing partner of Eldorado, which owed
14 Nanyah \$1.5 million. The Rogich Trust's role is analogous to Devincenzi's role in Short,
15 and the Rogich Trust, although having an absolute obligation to pay, is a co-obligor with
16 the principal debtor, i.e., Eldorado. The original contract was between Nanyah and
17 Eldorado, and Eldorado's obligation remains, despite the Rogich Trust's liability as surety.

18
19 By asserting that the Rogich Trust is the only entity responsible for the debt,
20 Eldorado tries to reframe the Rogich Trust's role as that of a guarantor. "[T]he contract of
21 a guarantor is his own separate contract; it is in the nature of a warranty by him that the
22 thing guaranteed to be done by the principal shall be done, not merely an engagement
23 jointly with the principal, to do the thing." Short, 50 Nev. at 351, 259 P. at 418. That is
24 simply not the case here, where the purchase agreement was not a separate contract
25 whereby the Rogich Trust provided a warranty that the money would be repaid. Rather,
26 the agreement here was that the Rogich Trust assumed the debt along with Eldorado.
27
28

1 There was no mention of Eldorado's debt being eliminated. There was merely an
2 engagement by the Rogich Trust with the principal (Eldorado) to repay the debt.

3 Despite Eldorado's assertion to the contrary, Nanyah does not agree that the
4 Rogich Trust is "solely responsible" for the repayment of the \$1.5 million. Rather, Nanyah
5 asserts that Eldorado and the Rogich Trust are jointly and severally liable under the
6 theory of suretyship. Merely because the Rogich Trust agreed to also pay Eldorado's
7 debt to Nanyah does not relieve Eldorado of the obligation to Nanyah. Accordingly,
8 summary judgment on this ground should therefore be denied. And, in fact, Nanyah is
9 entitled to judgment against Eldorado
10

11 Accordingly, Eldorado's motion must be denied because Nanyah is entitled to
12 summary judgment on its claim for Eldorado's breach of its obligation to repay Nanyah
13 its \$1.5 million investment. The Court has found as an undisputed fact that Nanyah
14 invested \$1.5 million into Eldorado. This Court has ruled as a matter of law that Exhibit
15 D to the Membership Agreement "identifies Nanyah's \$1,500,000 investment into
16 Eldorado". Eldorado is not entitled under any theory of law to take Nanyah's \$1.5 million
17 investment and not repay Nanyah for that investment.
18

19 **IV. ELDORADO REMAINS FULLY LIABLE TO NANYAH UNDER THE**
20 **CONTRACTUAL OBLIGATION TO REPAY NANYAH ITS \$1.5 MILLION**
21 **INVESTMENT.**

22 As stated above, this Court has already found as an undisputed fact and as a
23 matter of law that Eldorado had a contractual "obligation" to repay Nanyah its \$1.5 million
24 investment. Consequently, as a matter of law, this Court must deny Eldorado's motion
25 since the Court has already determined as a matter of undisputed fact and as a matter of
26 law, the existence of Eldorado's "obligation" to pay \$1.5 million to Nanyah is "clear and
27 unequivocal".
28

1 As this Court is aware, the existence of Eldorado's receipt of Nanyah's \$1.5
2 million investment, Eldorado's "obligation" to repay Nanyah its \$1.5 million investment,
3 and the Rogich Trust's agreement to repay Nanyah on behalf of Eldorado are issues that
4 have all been vigorously briefed and argued to this Court. As a result, the Court's Order
5 addresses these exact issues and rendered its decision in its Order rendering the relief
6 that was present to the Court based upon the undisputed facts and as a matter of law.

7
8 NRCP 54(c) states, "[e]very other final judgment should grant the relief to
9 which each party is entitled, even if the party has not demanded that relief in its
10 pleadings." (Emphasis added). "The Nevada Supreme Court recognized the liberal
11 nature of NRCP 54(c) by confirming 'Under the liberalized rules of pleading,' a final
12 judgment must grant the relief a party is entitled to, even where the prayer for relief did
13 not ask for such relief." Magill v. Lewis, 74 Nev. 381, 387-88, 333 P.2d 717, 720 (1958).

14
15 In Magill, the Nevada Supreme Court analyzed the breadth and power of Rule
16 54(c) in relation to claims and relief that had not been pled by a party. The Nevada
17 Supreme Court stated NRCP 54(c) grants the Court the authority and power to
18 supersede any "particular legal theory of counsel" and that the legal theories of counsel
19 are subordinate to the power of the Court to grant relief in favor of a party "whether
20 demanded or not" as follows:

21
22 **'Particular legal theories of counsel then are subordinated to the court's**
23 **right and duty to grant the relief to which the prevailing party is entitled**
24 **whether demanded or not. If a party has proved a claim for relief the**
25 **court will grant him that relief to which he is entitled on the evidence**
26 **regardless of the designation of the claim or the prayer for relief. The**
27 **prayer for relief may be of help as indicating the relief to which the**
28 **plaintiff may be entitled, but it is not controlling, and the question is not**
whether the plaintiff has asked for the proper remedy but whether he is
entitled to any remedy.'

Id. at 388, 333 P.2d at 720 (emphasis added) (citation omitted).

1 Accordingly, NRCP 54(c) requires the Court to grant the appropriate relief to a
2 party and vests the Court with broad authority and discretion to render relief “whether
3 demanded or not”. The law is absolutely clear that when this Court entered its Order, it
4 was not constrained, limited or restricted by the pleadings or even the “legal theories of
5 counsel” when granting summary judgment in favor of the Eliades Defendants. As a
6 result of the Court’s Order, this Court also established that Eldorado had a contractual
7 obligation to repay Nanyah its \$1.5 million investment and that the Rogich Trust
8 assumed the responsibility to pay that debt. As a result, Eldorado is fully liable to
9 Nanyah for its \$1.5 million investment. Accordingly, Eldorado’s motion fails as a matter
10 of law as the Court has already determined Nanyah is entitled to judgment against
11 Eldorado for Nanyah’s \$1.5 million investment.
12

13
14 It is the express purpose and function of the Court to “grant the relief to which the
15 prevailing party is entitled whether demanded or not.” Therefore, it is entirely irrelevant
16 whether or not any particular claim for relief was asserted in the pleadings and/or
17 whether or not a plaintiff even affirmatively asked the Court for relief. It is the duty and
18 function of the Court to “grant [a party] that relief to which he is entitled on the evidence
19 regardless of the designation of the claim or the prayer for relief” Again, on these
20 grounds Nanyah is entitled to summary judgment against Eldorado since this Court has
21 determined as a matter of law that Nanyah invested \$1.5 million into Eldorado and that
22 Eldorado had “an obligation” to repay that investment.
23

24 **V. A FINDING THAT EQUITABLE RELIEF IS PRECLUDED BY AN ADEQUATE**
25 **CONTRACT CLAIM REQUIRES ENTRY OF SUMMARY JUDGMENT AGAINST**
26 **ELDORADO.**

27 Eldorado further argues that because Nanyah has a valid contract claim against
28 the Rogich Trust for repayment of Nanyah’s \$1.5 million into Eldorado, then Nanyah’s

1 equitable claim of unjust enrichment against Eldorado fails. If the Court grants
2 Eldorado's motion on this basis, the Court must concurrently enter judgment in favor of
3 Nanyah against Eldorado on Nanyah's contract claim against Eldorado. Eldorado's
4 motion is premised on the undisputed facts and terms of the parties' contracts that the
5 Court has found the Rogich Trust fully liable for the "obligation" to repay Nanyah's \$1.5
6 million investment into Eldorado.

8 Initially, Eldorado's motion fails because this Court has ruled that the Rogich Trust
9 is dismissed from this action. Accordingly, Nanyah currently has no legal remedy
10 against the Rogich Trust. Therefore, the dismissal of the Rogich Trust from this action
11 by the Court is fatal to and undercuts the premise of Eldorado's motion in its entirety.
12 Accordingly, the motion must be denied.

14 Even ignoring the two prior arguments, and assuming the merits of Eldorado's
15 position, that an equitable claim does not lie against Eldorado due to the established
16 contract claim against the Rogich Trust, then Eldorado prevails on dismissal of the
17 equitable claim—but conversely the contract claim against Eldorado is conclusively
18 established as a matter of law. This is because Eldorado ignores that the Rogich Trust's
19 liability to Nanyah to repay Nanyah its \$1.5 million investment **is based upon**
20 **Eldorado's original contract obligation to repay Nanyah that the Rogich Trust**
21 **assumed!** So, if the Court says: "Yes Eldorado, Nanyah once had a legal claim against
22 Rogich Trust to act as Eldorado's surety to repay Nanyah and the equitable claim should
23 be dismissed", then the Court has to also immediately say: "Yes Eldorado, you are liable
24 to Nanyah for repayment of Nanyah's \$1.5 million investment that the Rogich Trust
25 agreed to pay as your surety."

1 Critically, judgment in favor of Nanyah is absolutely mandated because Eldorado
2 has judicially admitted in its motion that “the Court has determined . . . that Nanyah had
3 an adequate contractual remedy at law . . .” Mot., p. 8:26-27. Although framed in terms
4 of the obligation of the Rogich Trust, Eldorado’s judicial admission also conclusively
5 establishes the contractual claim Nanyah has against Eldorado. What Eldorado fails to
6 recognize is that the Rogich Trust assumed and agreed to be primarily liable for the
7 repayment of Nanyah’s \$1.5 million as a surety. Nanyah never forgave, released or
8 agreed that Eldorado was exonerated from repaying it its \$1.5 million investment.

10 The following example is illustrative of Eldorado’s contractual liability to Nanyah.
11 “Lender” advances money to “Wealthy Business A”. Wealthy Business A receives the
12 money and, concurrently, has an “obligation” to repay the money to Lender. “Insolvent
13 Entity B” assumes Wealthy Business A’s liability to Lender. If Lender specifically
14 releases Wealthy Business A from liability on the obligation, then Wealthy Business A is
15 not liable on the contractual obligation. However, if Insolvent Entity B only assumes
16 liability without the Lender providing a specific release to Wealthy Business A, then
17 Insolvent Entity B is a surety for payment of Wealthy Business A’s liability to Lender.
18 Wealthy Business A remains fully liable along with Insolvent Entity B for the debt. Again,
19 the law is clear that in addition to the surety’s liability, Wealthy Business A remains
20 jointly liable for the debt to Lender.

23 Because Eldorado admits the existence of the “obligation” owed to Nanyah, and
24 because Eldorado admits that the Rogich Trust agreed to pay the obligation on
25 Eldorado’s behalf, *a fortiori* Eldorado admits the existence of its own contractual duty to
26 repay Nanyah the \$1.5 million investment. It is undisputed that Eldorado’s contractual
27 obligation to Nanyah was never released by Nanyah and, therefore, as a matter of surety
28

1 law, Eldorado remains fully liable to Nanyah on the underlying contractual duty to repay
2 Nanyah its \$1.5 million investment. Accordingly, Eldorado's entire Motion seeking
3 dismissal of Nanyah's unjust enrichment claim does nothing more than prove the merits
4 of Nanyah's contract-based claim against Eldorado.

5
6 As NRCP 54 provides, because this Court has already determined the existence
7 of Eldorado's contractual obligation to Nanyah and that the Rogich Trust assumed such
8 obligation as Eldorado's surety, as a matter of law, Nanyah is also entitled to summary
9 judgment against Eldorado for Eldorado's breach of its duty to repay Nanyah its \$1.5
10 million investment.

11 **VI. THE COURT IS BOUND BY ITS ORDER.**

12 The Court, and the parties, are bound by the factual and legal consequences of
13 the Court's Order. The Court's Order dismissed claims against the Eliades Defendants
14 based upon "undisputed" facts and upon issue of law. Because the Court dismissed
15 claims against the Eliades Defendants based upon the undisputed facts and issues of
16 law, Nanyah is also entitled to obtain judgment against the remaining parties based upon
17 those same findings and conclusions. Stated another way, this Court can't grant
18 summary judgment dismissing the Eliades Defendants based upon the Court's
19 undisputed facts and contract interpretation then refuse to enforce those same
20 provisions against Eldorado.

21 **VII. CONCLUSION.**

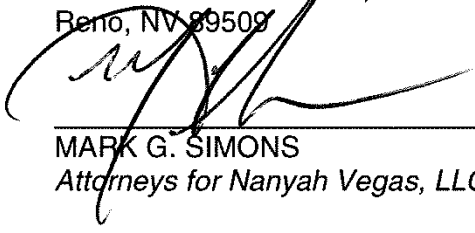
22 It is an undisputed fact that Nanyah invested \$1.5 million into Eldorado, that
23 Eldorado received Nanyah's money and that Eldorado had a contractual "obligation" to
24 repay Nanyah its \$1.5 million investment. In addition, as a matter of law, the Court has
25 ruled that the contracts at issue are clear and unambiguous and expressly provide that
26
27
28

1 the Rogich Trust also agreed to assume Eldorado's obligation to Nanyah to repay it for its
2 \$1.5 million investment. The assumption of the obligation by the Rogich Trust on behalf
3 of Eldorado did not terminate Eldorado's liability for the debt. Instead, Eldorado remains
4 jointly liable for the debt. As a consequence of the Court's factual and legal findings in
5 the Order, summary judgment is now mandated in favor of Nanyah and Eldorado's motion
6 must be denied.
7

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

10 DATED this 11th day of July, 2019.

12 SIMONS HALL JOHNSTON PC
13 6490 S. McCarran Blvd., Ste. F-46
14 Reno, NV 89509

15 
16 MARK G. SIMONS
17 Attorneys 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 HALL JOHNSTON PC and that on this date I caused to be served a true copy of
the **NANYAH VEGAS LLC'S OPPOSITION TO ELDORADO HILLS, LLC'S MOTION
FOR SUMMARY JUDGMENT** on all parties to this action via the Odyssey E-Filing
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DATED this 11 day of July, 2019.



Employee of Simons Hall Johnston PC

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order	10

EXHIBIT 1

EXHIBIT 1



ORDR (CIV)

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

**ORDER: (1) GRANTING DEFENDANTS
PETER ELIADES, INDIVIDUALLY
AND AS TRUSTEE OF THE ELIADES
SURVIVOR TRUST OF 10/30/08, AND
TELD, LLC'S MOTION FOR
SUMMARY JUDGMENT; AND (2)
DENYING NANYAH VEGAS, LLC'S
COUNTERMOTION FOR SUMMARY
JUDGMENT**

CONSOLIDATED WITH:

Case No. A-16-746239-C

THIS MATTER came before the Court on July 26, 2018 on Defendants Peter Eliades,
individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades
Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") Motion for Summary

Judgment (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")

Counter-motion for Summary Judgment (the "Counter-motion for Summary Judgment"). The Parties appeared as follows:

- For the Eliades Defendants and Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"): Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

UNDISPUTED MATERIAL FACTS

The Relevant History of Eldorado

1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global, Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired \$1,500,000.00 which eventually was deposited into Eldorado's bank account. At this time, the Eliades Defendants had no involvement with Eldorado.
3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the Rogich Trust owned approximately 40% of Eldorado.
4. These transactions were memorialized in various written agreements. Nanyah was not

included as a named signatory on the agreements, however, the agreements identified that The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

The Relevant Agreements

5. The relevant agreements at issue in this case state as follows:

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

i. "[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ... equal or greater than thirty-five percent and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by [the Rogich Trust], may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit 'A' and incorporated by this reference ('Potential Claimants'). [The Rogich Trust] intends to negotiate such claims with [Go Global and Huerta's] assistance so that such claimants confirm or convert the amounts set forth beside the name of each said claimants into non-interest bearing debt, or an equity percentage to be determined by [the Rogich Trust] after consultation with [Go Global and Huerta] as desired by [Go Global and Huerta], with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in [Eldorado] retained by [the Rogich Trust]."

ii. The October 30, 2008, Purchase Agreement states at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's] obligation. . . ." The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.

2 **b. October 30, 2008 Membership Interest Purchase Agreement between Rogich,**
3 **the Rogich Trust, Teld, Go Global and Huerta:**

- 4 i. The October 30, 2008, Membership Interest Purchase Agreement identifies
5 Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and
6 unequivocally states the following: Seller [Rogich and the Rogich Trust]
7 confirms that certain amounts have been advanced to or on behalf of the
8 Company [Eldorado] by certain third-parties [including Nanyah], as
9 referenced in Section 8 of the Agreement. Exhibit D also memorializes
10 Nanyah's \$1,500,000 investment into Eldorado.
- 11 ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich
12 Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and
13 all the claims of . . . Nanyah . . . each of whom invested or otherwise
14 advanced . . . funds . . . (i) It is the current intention of Seller [Rogich and the
15 Rogich Trust] that such amounts be confirmed or converted to debt . . .
- 16 iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to
17 Nanyah contained in the October 30, 2008, Purchase Agreement when he
18 entered into the October 30, 2008 Membership Interest Purchase Agreement
19 and that he understood that Teld's acquisition of the Rogich Trust's
20 membership interests in Eldorado was subject to the terms and conditions of
21 the October 30, 2008, Purchase Agreement.
- 22 iv. Eliades acknowledges that it was always the responsibility of Rogich and the
23 Rogich Trust to repay Nanyah for its investment in Eldorado.
- 24 v. "[The Rogich Trust] is the owner, beneficially and of record, of the
25 Membership Interest, free and clear of all liens, encumbrances, security
26 agreements, equities, options, claims, charges, and restrictions, and [Teld] will
27 receive at Closing good and absolute title thereto free of any liens, charges or
28 encumbrances thereon."
- vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from

- any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.”
- vii. “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.”
- viii. “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided, that any amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to [Eldorado] made prior to the date of this agreement, shall be satisfied solely by [the Rogich Trust].”
- ix. “The parties agree that [the Rogich Trust] may transfer [the Rogich Trust’s] ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit ‘D’ to satisfy any claims such entity may have.”

c. October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld:

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

iii. The terms and conditions of the October 30, 2008 Membership Interest Purchase Agreement were incorporated by reference into the October 30, 2008 Amended and Restated Operating Agreement. Recital A.

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

- i. The January 1, 2012, Membership Interest Assignment Agreement was not executed until sometime in August, 2012.
- ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been paid.
- iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company...as of the date hereof...(Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado)."
- iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
- v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at closing good and absolute title free of any liens, charges or encumbrances thereon."
- vi. The Eliades Defendants never informed Nanyah of this agreement and/or that they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
- vii. The Eliades Defendants have no knowledge or understanding when Nanyah discovered or was informed of the d. January 1, 2012 Membership Interest Assignment Agreement.
- viii. Nanyah was not a party to this agreement.

6. Any finding of fact set forth herein more appropriately designated as a conclusion of law shall be so designated.

CONCLUSIONS OF LAW

- 2 7. The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed
3 to assume the obligation to pay Nanyah its percentage or debt. However, there is nothing in
4 the Purchase Agreement that states Eliades, the Eliades Trust or Teld specifically agreed to
5 assume those obligations from the Rogich Trust.
- 6 8. Nanyah's contract theory rests upon a successors and assigns provision contained in the
7 October 30, 2008 Purchase Agreement between Go Global, Huerta, Rogich and the Rogich
8 Trust.
- 9 9. The language in the October 30, 2008 Purchase Agreement indicating that this agreement
10 will be binding on the Eliades Defendants, absent any specific agreement to be liable for the
11 Rogich Trust's obligation to Nanyah, is not itself sufficient to impose liability on the Eliades
12 Defendants to pay the Nanyah debt.
- 13 10. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in the
14 case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of itself, as
15 a general rule, sufficient to impose personal liability upon the assignee, unless by specific
16 agreement to that effect or by an agreed substitution of the assignee for the vendee. *Southern*
17 *Pac. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).¹
- 18 11. Further, "[a]n assignment 'cannot shift the assignor's liability to the assignee, because it is a
19 well-established rule that a party to a contract cannot relieve himself of his obligations by
20 assigning the contract. Neither does it have the effect of creating a new liability on the part
21 of the assignee, to the other party to the contract assigned, because the assignment does not
22 bring them together, and consequently there cannot be a meeting of the minds essential to the
23 formation of a contract.'" *Id.* at 933 (citation omitted).
- 24 12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement
25 with the successors and assigns provision relied on by Nanyah, and even if they were, the
26

27 ¹ Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013);
28 *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); *Pelz v. Streater Nat'l Bank*, 496 N.E.2d 315, 319-
20 (Ill. Ct. App. 1986).

explicit language contained in the October 30, 2008 Membership Interest Purchase Agreement (whereby Teld purchased some of the Rogich Trust's membership interests) confirms that the Eliades Defendants would not be responsible for the Rogich Trust's obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.

13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the Eliades Defendants purchased all of their Eldorado membership interests free and clear from any type of encumbrance. Nanyah was not a party to this agreement.

14. Because the relevant agreements are clear and unambiguous, this Court may determine the intent of the parties as a matter of law, and is precluded from considering any testimony to determine the Eliades Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule).

15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).

16. A tortious implied covenant claim will only arise in “rare and exceptional circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation omitted).

17. Further, “the implied covenant or duty of good faith and fair dealing does not create rights or duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437.

18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing within the relevant agreements which imposes any sort of obligation on the Eliades Defendants for Nanyah's benefit.

19. “[C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort.” *Cadle Woods v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).

20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants

obtained membership interests in Eldorado allegedly subject to repayment obligations owed to Nanyah and the Eliades Defendants supposedly pursued their own individual advantage by seeking to interfere with the return of Nanyah's alleged investment in Eldorado.

21. Because the Court concludes that that Eliades Defendants did not specifically assumed the Rogich Trust's obligation to repay Nanyah its \$1,500,000.00 investment into Eldorado, there is no unlawful objective to support a civil conspiracy claim. The Court also finds that the intracorporate conspiracy doctrine does not apply because the claim does not involve the Eliades Defendants conspiring with Eldorado.

22. Any conclusion of law set forth herein more appropriately designated as a finding of fact shall be so designated.

ORDER

Based upon the foregoing findings of fact and conclusions of law, **IT IS HEREBY ORDERED** that the Motion for Summary Judgment is GRANTED. The Court enters summary judgment in favor of the Eliades Defendants and against Nanyah, and dismisses, with prejudice, Nanyah's following claims for relief against the Eliades Defendants:

1. First Claim for Relief – Breach of Contract;
2. Second Claim for Relief – Breach of Implied Covenant of Good Faith and Fair Dealing;
3. Third Claim for Relief – Tortious Breach of Implied Covenant of Good Faith and Fair Dealing;
4. Sixth Claim for Relief – Civil conspiracy;
5. Eighth Claim for Relief – Declaratory Relief; and
6. Ninth Claim for Relief – Specific Performance.

As a result of this Order, the Eliades Defendants are completely dismissed from this litigation.

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For the reasons set forth above, **IT IS FURTHER ORDERED** that the Countermotion for
Summary Judgment is DENIED.

DATED this 1 day of Oct, 2018.

Nancy L. All
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

By: [Signature]
Mark Simons, Esq.
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Reno, NV 8950
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Approved as to Form and Content:

BAILEY ♦ KENNEDY

By: [Signature]
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TELD, LLC and ELDORADO HILLS, LLC

Approved as to Form and Content:

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