

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

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3  
4  
5 NANYAH VEGAS, LLC, A Nevada limited  
6 liability company,

7                                   Appellant,

8                                   v.

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

18                                   Respondents.

19 **AND RELATED MATTERS.**

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Jul 09 2021 04:55 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. 35**

21                                   MARK G. SIMONS, ESQ.  
22                                   Nevada Bar No. 5132  
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                                     Attorney for Appellant

<b><u>ALPHABETICAL</u></b>			
<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>BATES</u></b>
Amended Answer to First Amended Complaint; and Counterclaim Jury Demand	9/16/14	3	JA_000665-675
Answer to First Amended Complaint and Counterclaim	11/8/13	1	JA_000048-59
Answer to Counterclaim	2/20/14	1	JA_000060-63
Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 1 of 2	10/7/19	34-35	JA_008121-8369
Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
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Appendix of Exhibits to Eldorado Hills, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	9	JA_002123-2196
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
Complaint	7/31/13	1	JA_000001-21
Complaint	11/4/16	4	JA_000777-795
Decision and Order	10/4/19	33	JA_008054-8062
Declaration of Brenoch Wirthlin in Further Support of Rogich Defendants' Motion for Attorneys' Fees	2/28/2020	38	JA_009104-9108
Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

1	Defendant Eldorado Hills,	9/7/18	14	JA_003358-3364
2	LLC's Motion in Limine to			
3	Preclude Any Evidence or			
4	Argument Regarding an			
5	Alleged Implied-In-Fact			
6	Contract Between Eldorado			
	Hills, LLC and Nanyah			
	Vegas, LLC			
7	Defendant Eldorado Hills,	7/22/19	33	JA_007868-7942
8	LLC's Motion for Dismissal			
9	with Prejudice Under Rule			
	41(e)			
10	Defendant Eldorado Hills,	6/1/18	8	JA_001850-1861
11	LLC's Motion for Summary			
	Judgment			
12	Defendant Eldorado Hills,	5/22/19	32	JA_007644-7772
13	LLC's Motion for Summary			
	Judgment			
14	Defendant Eldorado Hills,	1/25/19	14-15	JA_003473-3602
15	LLC's Motion to Extend the			
16	Dispositive Motion Deadline			
17	and Motion for Summary			
	Judgment			
18	Defendant Eldorado Hills,	4/9/19	27	JA_006460-6471
19	LLC's Objections to Nanyah			
20	Vegas, LLC's 2 <sup>nd</sup>			
	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			
	Counter-motion for NRCP 15			
	Relief			



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
	Complaint			

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

1 2 3 4 5 6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration	6/14/18	11	JA_002570-2572
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time	5/11/18	8	JA_001822-1825
17 18 19 20 21 22 23 24 25 26	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Reconsider Order Partially Granting Summary Judgment	6/21/18	12-13	JA_002952-3017

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

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

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

1	Defendants Sigmund	4/11/18	6-7	JA_001479-1501
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust and			
5	Imitations LLC's Reply in			
6	Support of Motion for			
7	Summary Judgment and			
8	Opposition to Nanyah			
9	Vegas, LLC's			
10	Countermotion for Summary			
11	Judgment and for NRCP			
12	56(f) Relief			
13	Defendants Sigmund	9/20/18	14	JA_003369-3379
14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
17	Imitations, LLC's Reply in			
18	Support of Their Motion for			
19	Rehearing			
20	Defendants Sigmund	3/22/19	25	JA_006040-6078
21	Rogich, Individually and as			
22	Trustee of the Rogich			
23	Family Irrevocable Trust and			
24	Imitations, LLC's 2 <sup>nd</sup>			
25	Supplemental Pre-Trial			
26	disclosures			
	Eldorado Hills, LLC's	4/9/19	27	JA_006454-6456
	Notice of Non-Consent to			
	Nanyah Vegas, LLC's			
	Unpleaded Implied-in-fact			
	Contract Theory			
	Eldorado Hills, LLC's	11/6/19	37	JA_008903-8920
	Notice of Cross-Appeal			
	Eldorado Hills, LLC's	4/16/19	29	JA_006893-7051
	Pretrial Memorandum			



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

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

1	Nanyah Vegas, LLC's	4/16/19	28	JA_006718-6762
2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
	Trial for Purposes of NRS			
	163.120			
7	Nanyah Vegas, LLC's	5/10/18	8	JA_001791-1821
8	Motion in Limine #3 re:			
9	Defendants Bound by Their			
	Answers to Complaint			
10	Nanyah Vegas, LLC's	2/15/19	17	JA_004115-4135
11	Motion in Limine #5 re:			
	Parol Evidence Rule			
12	Nanyah Vegas, LLC's	2/15/19	17	JA_004136-4169
13	Motion in Limine #6 re:			
	Date of Discovery			
14	Nanyah Vegas, LLC's	5/3/18	8	JA_001759-1782
15	Motion to Continue Trial			
16	and to Set Firm Trial Date			
	on Order Shortening Time			
17	Nanyah Vegas, LLC's	1/30/19	15	JA_003603-3649
18	Motion to Extend the			
19	Dispositive Motion Deadline			
20	and Motion for Summary			
	Judgment			
21	Nanyah Vegas, LLC's	10/16/19	35	JA_008423-8448
22	Motion to Retax Costs			
23	Submitted by Eldorado			
24	Hills, LLC, Peter Eliades,			
25	Individually and as Trustee			
	of The Eliades Survivor			
	Trust of 10/30/08, and Teld,			
26	LLC's Memorandum of			
	Costs and Disbursements			

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

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

Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion for Attorneys' Fees and Costs	1/8/2020	37	JA_009009-9018
Nanyah Vegas, LLC's Opposition to Rogich Defendant's Motion for Summary Judgment	3/20/19	25	JA_005992-6037
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine re: Carlos Huerta	3/20/19	24	JA_005836-5907
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine to Preclude the Altered Eldorado Hill's Ledger and Related Testimony at Trial	3/20/19	25	JA_005908-5991
Nanyah Vegas, LLC's Opposition to Rogich Defendant's Motion to Compel	3/14/19	23	JA_005631-5651
Nanyah Vegas, LLC's Pretrial Disclosures	10/12/18	14	JA_003428-3439
Nanyah Vegas, LLC's Pretrial Memorandum	4/16/19	28	JA_006763-6892
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #5 re: Parol Evidence Rule	3/14/19	23	JA_005652-5671
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #6 re: Date of Discovery	3/14/19	23	JA_005672-5684

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

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



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

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

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

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

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

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

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

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



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

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

1 2 3 4 5 6 7	Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-in-fact Contract Theory	4/9/19	27	JA_006457-6459
8 9 10 11 12 13 14	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 <sup>nd</sup> 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			
	Judgment and Opposition to			
	Nanyah Vegas, LLC's			
	Countermotion for Summary			
	Judgment and NRCP 56(f)			
	Relief			
13	Stipulation and Order	4/22/2020	38	JA_009232-9234
14	Stipulation and Order	5/16/19	31	JA_007599-7602
15	Suspending Jury Trial			
16	Stipulation and Order re:	1/30/2020	37	JA_009056-9058
17	October 4, 2019 Decision			
18	Stipulation and Order	6/13/19	32	JA_007824-7827
19	Regarding Rogich Family			
20	Irrevocable Trust's			
	Memorandum of Costs and			
	Motion for Attorneys' Fees			
21	Stipulation for Consolidation	3/31/17	4	JA_000818-821
22	Substitution of Attorneys	1/24/18	4	JA_000881-883
23	Substitution of Attorneys	1/31/18	4	JA_000886-889
24	Substitution of Counsel	2/21/18	4	JA_000890-893
25	Summons – Civil	12/16/16	4	JA_000803-805
26	(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. 35** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

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

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

DATED: This 9 day of July, 2021.

  
\_\_\_\_\_  
JODI ALHASAN

# Bailey Kennedy, LLP

## Listing

08/28/2019	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Document Reproduction	Copies	131.00	0.25	32.75
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**Bailey Kennedy, LLP**

Listing

08/30/2019	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Document Reproduction	Copies	76.00	0.25	19.00
08/30/2019	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Document Reproduction	Copies	51.00	0.25	12.75
08/30/2019	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Document Reproduction	Copies	12.00	0.25	3.00
08/30/2019	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Document Reproduction	Copies	31.00	0.25	7.75
08/30/2019	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Document Reproduction	Copies	10.00	0.25	2.50
09/16/2019	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Document Reproduction	Copies	8.00	0.25	2.00
09/16/2019	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Document Reproduction	Copies	8.00	0.25	2.00
09/24/2019	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Document Reproduction	Copies	37.00	0.25	9.25
<b>Component: Copies</b>			12,908.00		3,227.00



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OFFICE OF THE  
SECRETARY OF STATE

LINDA THOMAS

NV

**Job:C20180312-0476**  
March 13, 2018

**Special Handling Instructions:**

LTHOMAS@BAILEYKENNEDY.COM  
PWR 3-13-18  
ALL DOC  
0312-0476

**Charges**

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00010915972-64		7	\$2.00	\$14.00
Total					\$14.00

**Payments**

Type	Description	Amount
Credit	5209815921506042203072	\$14.00
Total		\$14.00

**Credit Balance: \$0.00**

**Job Contents:**

NV Corp Copy Request Cover Letter(s): 1

LINDA THOMAS

NV



HOLO Discovery  
3016 West Charleston Blvd  
Suite 170  
Las Vegas, NV 89102  
702.333.4321

# Invoice

INVOICE 7203

DATE 4/29/2019

TERMS Net 30

DUE DATE 5/29/2019

## BILL TO

Bailey Kennedy  
8984 Spanish Ridge Ave  
Las Vegas, NV 89148

## ORDERED BY

Linda

## CLIENT MATTER

Eliades adv. Nanyah Vegas

## REP

Jon

ACTIVITY	QTY	AMOUNT
CLIENT MATTER: Eliades adv. Nanyah Vegas, LLC (A-16-746239-C)		0.00
Description: Print 36"x48" exhibit boards.		
Large B/W Exhibit Board - 36"x48"	4	240.00T
Sales Tax		19.80

Project Number- 21572  
Date Delivered- 04/12/2019

Total Due \$259.80

Payments/Credits \$0.00

Balance Due \$259.80

Thank you for your business. Please make checks payable to HOLO Discovery.  
Tax ID: 81-2158838

233

JA\_008359



HOLO Discovery  
3016 West Charleston Blvd  
Suite 170  
Las Vegas, NV 89102  
702.333.4321

# Invoice

**INVOICE** 7204

**DATE** 4/29/2019

**TERMS** Net 30

**DUE DATE** 5/29/2019

## BILL TO

Bailey Kennedy  
8984 Spanish Ridge Ave  
Las Vegas, NV 89148

## ORDERED BY

Linda

## CLIENT MATTER

Eliades adv. Nanyah Vegas

## REP

Jon

ACTIVITY	QTY	AMOUNT
CLIENT MATTER: Eliades adv. Nanyah Vegas, LLC (A-16-746239-C) Trial Exhibits		0.00
Description: Print documents and organize into binders.		
B/W Printing	4,076	407.60T
Color Digital Printing	116	91.64T
Index Tabs - 100+, AA+	234	105.30T
3 Inch Binder	8	104.00T
Sales Tax		58.45

Project Number- 21584  
Date Delivered- 04/16/2019

**Total Due** \$766.99

**Payments/Credits** \$0.00

**Balance Due** \$766.99

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Tax ID: 81-2158838

234

JA\_008360



HOLO Discovery  
3016 West Charleston Blvd  
Suite 170  
Las Vegas, NV 89102  
702.333.4321

# Invoice

INVOICE 7205

DATE 4/29/2019

TERMS Net 30

DUE DATE 5/29/2019

## BILL TO

Bailey Kennedy  
8984 Spanish Ridge Ave  
Las Vegas, NV 89148

## ORDERED BY

Linda

## CLIENT MATTER

Eliades adv. Nanyah Vegas

## REP

Jon

ACTIVITY	QTY	AMOUNT
CLIENT MATTER: Eliades adv. Nanyah Vegas, LLC (A-16-746239-C) Trial Exhibits		0.00
Description: Print documents and organize into binders.		
B/W Printing	2,083	208.30T
Index Tabs	60	21.00T
Index Tabs - 100+, AA+	58	26.10T
2 Inch Binder	2	20.00T
4 Inch Binder	2	32.00T
Sales Tax		25.36

Project Number- 21604  
Date Delivered- 04/19/2019

Total Due \$332.76

Payments/Credits \$0.00

Balance Due \$332.76

Thank you for your business. Please make checks payable to HOLO Discovery.  
Tax ID: 81-2158838

235

JA\_008361



HOLO Discovery  
3016 West Charleston Blvd  
Suite 170  
Las Vegas, NV 89102  
702.333.4321

# Invoice

INVOICE 7206

DATE 4/29/2019

TERMS Net 30

DUE DATE 5/29/2019

## BILL TO

Bailey Kennedy  
8984 Spanish Ridge Ave  
Las Vegas, NV 89148

## ORDERED BY

Linda

## CLIENT MATTER

Eliades adv. Nanyah Vegas

## REP

Jon

ACTIVITY	QTY	AMOUNT
CLIENT MATTER: Eliades adv. Nanyah Vegas, LLC (A-16-746239-C)		0.00
Description: Print 36"x48" exhibit boards.		
Large B/W Exhibit Board - 36"x48"	4	240.00T
Sales Tax		19.80

Project Number- 21599  
Date Delivered- 04/18/2019

Total Due \$259.80

Payments/Credits \$0.00

Balance Due \$259.80

Thank you for your business. Please make checks payable to HOLO Discovery.  
Tax ID: 81-2158838

236

JA\_008362

# EXHIBIT D

# Bailey Kennedy, LLP

## Listing

### Component: Postage

01/19/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Certified Mail, Return Receipt Requested, regarding letter to Sam Lionel, Esq., Fennemore Craig, from Dennis L. Kennedy.	Postage	1.00	6.77	6.77
02/13/2018	AJL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage	Postage	2.00	6.55	13.10
02/13/2018	AJL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage	Postage	1.00	7.10	7.10
03/14/2018	JGB	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage - Delivery of Discovery Commissioner's Report and Recommendations to Erica Rosenberry	Postage	1.00	1.21	1.21
03/21/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage - Mail letter with enclosures to Sam Lionel, Ewsq.	Postage	1.00	1.42	1.42
04/25/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage	Postage	1.00	0.47	0.47
05/03/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mail letter to Sam Lionel, Esq.	Postage	1.00	0.47	0.47

**Bailey Kennedy, LLP**

## Listing

05/15/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mail signed Order Granting Partial Summary Judgment and signed Partial Summary Judgment to Sam Lionel, Esq., Attn: Denise Farnham.	Postage	1.00	1.21	1.21
05/18/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mailing of Order Denying Motion to Continue Trial with original signature by Joseph Liebman to Mark Simons, Esq.	Postage	1.00	1.21	1.21
06/26/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mail Errata Sheet/signature page to Peter Eliades' deposition to Litigation Services, Attn: Jason Shprintz.	Postage	1.00	2.66	2.66
10/03/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mail three Replies in Support of Eldorado Hills' Motions in Limine to Charles E. ("CJ") Barnabi Jr. at Cohen Johnson Parker Edwards.	Postage	1.00	1.63	1.63



# Bailey Kennedy, LLP

## Listing

10/12/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mail Defendant Eldorado Hills, LLC's N.R.C.P. 16.1(a)(3) Pre-Trial Disclosures to Michael V. Cristalli and Janiece S. Marshall of Gentile Cristalli Miller Armeni Savarese	Postage	1.00	1.21	1.21
10/23/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mail First Supplement to Eldorado Hills, LLC's Pre-Trial Disclosures to Michael V. Cristalli and Janiece S. Marshall at Gentile Cristalli Miller Armeni Savarese	Postage	1.00	1.42	1.42
10/24/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mail Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs and Appendix of Exhibits thereto to: Michael V. Cristalli and Janiece S. Marshall of Gentile Cristalli Miller Armeni Savarese.	Postage	1.00	7.10	7.10
10/29/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage.	Postage	1.00	0.68	0.68

**Bailey Kennedy, LLP**

Listing

10/29/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mail Clerk of the Court's Notice of Change of Hearing to Michael V. Cristalli and Janiece S. Marshall, of the law firm of Gentile Cristalli Miller Armeni Savarese.	Postage	1.00	0.47	0.47
10/30/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage for mailing Second Supplement to Gentile Cristalli Miller Armeni Savarese.	Postage	1.00	1.21	1.21
10/31/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mail to Gentile Cristalli Miller Armeni Savarese law firm copies of: (1) Defendant Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's Pre-Trial Disclosures; and (2) Defendant Eldorado Hills, LLC's Objections to Sigmund Rogich, Individually and as Trustee of The Rogich Family Irrevocable Trust, and Imitations, LLC's Pre-Trial Disclosures.	Postage	1.00	1.84	1.84
11/02/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Postage: Mailing to law firm of Gentile Cristalli Miller Armeni Savarese copies of Opposition and two Supplements to Objections to Pre-Trial Disclosures.	Postage	1.00	3.31	3.31

**Bailey Kennedy, LLP**

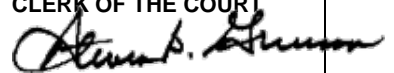
## Listing

11/07/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Postage: Mail to law firm of Gentile Cristalli Miller Armeni Savarese copies of Notice of Entry of Order Regarding Motions in Limine and Notice of Entry of Stipulation and Order to Extend Pre- Trial Memorandum Deadline.	Postage	1.00	1.63	1.63
11/20/2018	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Mail Notice of Entry of Stipulation and Order to Michael V. Cristalli and Janiece S. Marshall.	Postage	1.00	1.21	1.21
08/12/2019	SMK	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Postage - Mailed copy of Response to Judge Nancy Alf, Eighth Judicial Court.	Postage	1.00	1.30	1.30
09/24/2019	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Postage: Mail to Honorable Nancy L. Alf a file-stamped copy of Eldorado Hills, LLC's Reply in Support of Counter- Request for Affirmative Relief.	Postage	1.00	1.90	1.90

**Bailey Kennedy, LLP**

Listing

09/16/2019	SM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Postage: Mail to Judge Nancy Allf a copy of: Eldorado Hills, LLC's Response to Defendants' Emergency Motion for Extension of Time to File Answering Brief (Second Request) and Counter-Request for Affirmative Relief	Postage	1.00	1.30	1.30
<b>Component: Postage</b>				25.00		61.83



**APEN (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
Telephone: 702.562.8820  
Facsimile: 702.562.8821  
DKennedy@BaileyKennedy.com  
JLiebman@BaileyKennedy.com

*Attorneys for* DEFENDANTS ELDORADO HILLS,  
LLC, PETER ELIADES, INDIVIDUALLY AND AS  
TRUSTEE OF THE ELIADES SURVIVOR TRUST OF  
10/30/08, AND TELD, LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

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

**APPENDIX OF EXHIBITS TO  
DEFENDANTS 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**

**VOLUME 2 OF 2**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

Pursuant to EDCR 2.27(b), Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC file this Appendix of Exhibits to Defendants Eldorado Hills, LL, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements.

**TABLE OF CONTENTS**

**VOLUME 2 OF 2**

Exhibit No.	Document Description	Numbering Sequence
E	Receipts for parking charges	243-259
F	Receipts for transcript fees	260-266
G	Accounting of all on-line legal research	267-269
H	Accounting of all Pacer charges	270
I	Accounting of all phone charges	271

DATED this 7th day of October, 2019.

BAILEY ♦ KENNEDY

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

*Attorneys for Defendants*  
ELDORADO HILLS, LLC, PETER  
ELIADES, INDIVIDUALLY AND AS  
TRUSTEE OF THE ELIADES  
SURVIVOR TRUST OF 10/30/08, AND  
TELD, LLC

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 7th day of October, 2019, service of the foregoing **APPENDIX OF EXHIBITS TO DEFENDANTS ELDORADO HILLS, LLC, PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, LLC'S MEMORANDUM OF COSTS AND DISBURSEMENTS – VOLUME 2 OF 2** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ.  
**SIMONS HALL JOHNSTON PC**  
6490 S. McCarran Blvd., Suite F-46  
Reno, NV 89509

Email: msimons@shjnevada.com

*Attorneys for Plaintiff*  
NANYAH VEGAS, LLC

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

Email: slionel@fclaw.com  
bwirthlin@fclaw.com

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

MICHAEL V. CRISTALLI  
JANIECE S. MARSHALL  
**GENTILE CRISTALLI MILLER**  
**ARMENI SAVARESE**  
410 South Rampart Blvd., Suite 420  
Las Vegas, NV 89145

Email: mcristalli@gcmaslaw.com  
jmarshall@gcmaslaw.com

*Attorneys for Defendants*  
SIG ROGICH aka SIGMUND  
ROGICH as Trustee of THE  
ROGICH FAMILY  
IRREVOCABLE TRUST

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

# EXHIBIT E



**Sharon Murnane**

**Subject:** (DLK/JAL) Eliades-Nanya (consolidated w-Huerta case) - Motion hearing

**Start:** Tue 1/23/2018 10:30 AM

**End:** Tue 1/23/2018 11:30 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent

**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

(DLK/JAL) Eliades-Nanya (consolidated w-Huerta case) - Motion hearing date. Regarding Nanya Vegas, LLC's Motion to Strike Defendants' Motion to Compel.

*JAL Court Parking*

DP LV 13 LEWIS ST GARAGE  
321 CASINO CENTER DR  
LAS VEGAS, NV 89101  
(702) 382-7988

**SALE**

MID: 5833 Store: 0001 Term: 0007  
REF#: 00000070  
Batch #: 273 RRN: 802319400113  
01/23/18 11:02:52  
Trans ID: 588023685720807  
APPR CODE: H30914  
VISA Chip  
\*\*\*\*\*6753 \*\*/\*\*

**AMOUNT \$6.00**

APPROVED

VISA DEBIT  
AID: A0000000031010  
TVR: 00 80 00 80 00  
TSI: F8 00

CUSTOMER COPY

*11272-013*

*NN 1-31-18  
+ client file*

**Sharon Murnane**

**Subject:** (DLK/JAL) Eliades-Nanya (consolidated w-Huerta case) - Motion hearing

**Start:** Wed 3/7/2018 9:00 AM

**End:** Wed 3/7/2018 11:00 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent

**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

(DLK/JAL) Eliades-Nanya (consolidated w-Huerta case) - Motion hearing date. Regarding Nanyah Vegas, LLC's Motion to Compel Defendants' Responses to Request for Production and Interrogatories and our Motion to Compel (per Joseph A. Liebman, moved to 1:00 pm at 1/23/18 hearing). NOTE: Hearing continued from 2-7-18 to 3-7-18 at 9:00 a.m., per Mark G. Simons, Esq.'s 1-31-18 It Discovery Commissioner Bulla.

EST-68 00

CUSTOMER COPY

DP LV 13 LEWIS ST GARAGE  
321 CASINO CENTER DR  
LAS VEGAS, NV 89101  
(702) 382-7988

SALE

MID: 5833 Store: 0001 Term: 0007

REF#: 00000029

Batch #: 396 RRN: 806617010771

03/07/18 09:47:24

Trans ID: 388066640444250

APPR CODE: H15685

VISA

\*\*\*\*\*6753

Chip

\*\*/\*\*

**AMOUNT \$9.00**

APPROVED

X

LIEBMAN/JOSEPH ADAM

VISA SIGNATURE

JAL court parking  
11272-013

Calculated	/
Scanned	Sm
Approved	Sm
Exp Report	

## Sharon Murnane

**Subject:** (DLK/JAL) Eliades-Nanya (consolidated w-Huerta case) - Hearing on a  
**Start:** Wed 4/18/2018 10:00 AM  
**End:** Wed 4/18/2018 12:00 PM  
**Recurrence:** (none)  
**Meeting Status:** Accepted  
**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas  
**Categories:** ProLaw - Business

(DLK/JAL) Eliades-Nanya (consolidated w-Huerta case) - Hearing on a motion for summary judgment AND countermotions for summary judgment. Regarding Rogich Defendants' Motion for Summary Judgment AND Nanyah's Countermotion for Summary Judgment and Countermotion for NRCP 56(f) Relief. NOTE: Per Odyssey, date changed from 3-28-18 to 4-18-18 at 10 a.m.

DP LV 13 LEWIS ST GARAGE  
321 CASINO CENTER DR  
LAS VEGAS, NV 89101  
(702) 382-7988

### SALE

MID: 5833 Store: 0001 Term: 0007  
REF#: 00000067  
Batch #: 529 RRN: 810818603833  
04/18/18 11:31:59  
Trans ID: 308108667192114  
APPR CODE: H34420  
VISA Chip  
\*\*\*\*\*6753

**AMOUNT \$12.00**

APPROVED

VISA DEBIT  
AID: A0000000031010  
TVR: 00 80 00 80 00  
TST: F8 00

CUSTOMER COPY

JAL Court  
Parking  
11272-013  
/ *su*  
Exp. *su*

## Sharon Murnane

**Subject:** [DLK/JAL] Eliades-Nanya (consolidated w-Huerta case) - Motion hearing  
**Location:** 8th JDC, Dept 27

**Start:** Thu 5/17/2018 9:30 AM  
**End:** Thu 5/17/2018 11:30 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

[DLK/JAL] Eliades-Nanya (consolidated w-Huerta case) - Motion hearing date. Regarding Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on ORDER SHORTENING TIME, Efiled 5-3-18. Courtroom 3A.

May 17 2018 10:07 AM

### TRANSACTION RECORD

Card Number : xxxxxxxxxxxx6753  
Account : VISA  
Trans Type : PURCHASE  
Amount : \$6.00

Auth # : H21398  
Date : May17/18  
Time : 10:07:35  
Reference# : 4779

H21398 Approved

-- IMPORTANT --  
Retain This Copy For Your Records

\*\*\* Customer Copy \*\*\*

**Douglas Parking**  
Monthly Rates  
Available  
(702) 382-7988  
DouglasParking.com

Transaction No. 4779  
Ticket No. 7227

[Lane - 2]

In: 9:03 am May17/18  
Out: 10:07 am May17/18

1 Rate \$6.00

-----  
BALANCE DUE \$6.00  
CARD \$6.00  
CARD # x\*\*\*\*\*6753

11272-013

1  
An  
File SL

## Sharon Murnane

**Subject:** [DLK/JAL] Eliades-Nanya (consolidated w-Huerta case) - Deposition

**Start:** Thu 5/17/2018 2:00 PM  
**End:** Thu 5/17/2018 4:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

**Categories:** ProLaw - Must Attend

[DLK/JAL] Eliades-Nanya (consolidated w-Huerta case) - Deposition date of KENNETH WOLOSON, ESQ. Note: THIS deposition WILL BE TAKEN AT: : Holly Driggs Walch Fine Wray Puzey Thompson, 400 S. 4th Street, Suite 300, Las Vegas. Per Notice of Deposition dated 4-27-18, received 4-30-18. NOTE: Date to change per 5-3-18 estring among counsel - awaiting new date and notice. NOTE: Date changed from 5-9-18 to 5-17-18 per 5-10-18 estring between Mark Simons and Brian Boschee, Esq. AND per Amended Notice of Taking Deposition of Kenneth Woloson, Esq. served/efiled 5-10-18.

Bank of America Plaza  
Las Vegas, NV, 300 S. 4th  
BoA POF 05/17/18 16:07  
Receipt 046839

Short-term parking tkt  
1 - No. 112154  
05/17/18 13:50  
05/17/18 16:07  
Period 0d2h35'  
\$15.00  
Sub Total \$15.00  
Tax \$0.00  
Total \$15.00

Payment Received  
RID A000000003  
PIX 1010  
CARD \*\*\*\*\*6753  
AUTHORIZATION H82312  
PURCHASE USD15.00  
APPROVED

1218C444 - 1/1

## Sharon Murnane

**Subject:** [DLK/JAL] Eliades-Nanya (consolidated w-Huerta case) - Hearing on  
**Location:** 8th JDC, Dept 27  
**Start:** Thu 7/26/2018 10:30 AM  
**End:** Thu 7/26/2018 12:30 PM  
**Recurrence:** (none)  
**Meeting Status:** Accepted  
**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas  
**Categories:** ProLaw - Business

*11772-0179*  
*8-7-9-18*  
*JAL Court Parking*

[DLK/JAL] Eliades-Nanya (consolidated w-Huerta case) - Hearing on Motion for Summary Judgment by Peter Eliades, Eliades Survivor Trust and Teld, LLC. Location: Dept. 27, Courtroom 3A, RJC.. NOTE: Hearing date moved from 7-5-18 to 7-26-18 (same time) by Court per request via Mark Simon's office's 6-20-18 email; also shows in Odyssey.

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date regarding Rogich Defendants' Motion for Expedited Hearing on Pending Motions in Limine on Order Shortening Time.

[DLK/JAL] Eliades-Nanya (consolidated w-Huerta case) - Hearing on Motion for Summary Judgment by Eldorado Hills, LLC. Location: Dept. 27, Courtroom 3A, RJC. NOTE: Hearing date moved from 7-5-18 to 7-26-18 (same time) by Court per request via Mark Simon's office's 6-20-18 email; also shows in Odyssey.

[DLK/JAL] Eliades-Nanya (consolidated w-Huerta case) - Motion hearing date on ORDER SHORTENING TIME RE: Defendants Peter Eliades, et al.'s Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Counter motions for Summary Judgment.

808308 JUL 26 2018 12:12 PM  
TRANSACTION RECORD  
Card Number : xxxxxxxxxxxx6753  
Account : USA  
Trans Type : PURCHASE  
Amount : \$15.00  
Auth # : H42792  
Date : Jul26/18  
Time : 12:12:30  
Reference# : 7805  
H42792 Approved  
-- IMPORTANT --  
Retain This Copy For Your Records  
\*\*\* Customer Copy \*\*\*  
808359  
Douglas Parking  
Monthly Rates  
Available  
(782) 382-7988  
DouglasParking.com  
Transaction No. 7805  
Ticket No. 22414  
[Lane - 3]  
In: 10:09 am Jul26/18  
Out: 12:12 pm Jul26/18  
1 Rate \$15.00  
BALANCE DUE \$15.00  
CARD \$15.00  
CARD # \*\*\*\*\*6753

## Sharon Murnane

---

**Subject:** [DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion  
**Location:** 8th JDC, Dept 27

**Start:** Thu 9/27/2018 10:00 AM  
**End:** Thu 9/27/2018 12:00 PM

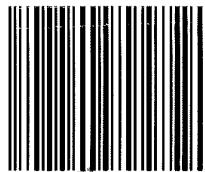
**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date - regarding Rogich Defendants' Motion for Rehearing AND Countermotion for Award of Fees and Costs. Location: Dept. 27, Courtroom 3A, RJC. NOTE: Date changed from 9-20-19 at 9:30 am to 9-27-18 at 10 am (per Odyssey).

PLEASE TAKE TO EXIT  
CREDIT OR EXACT  
CHANGE ONLY AT EXIT



\$9.00

Issue # 1-035171  
09:29 27 Sep 18

11272-013

Exp. 8

## Sharon Murnane

---

**Subject:** [DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion  
**Location:** 8th JDC, Dept 27

**Start:** Wed 10/10/2018 9:00 AM  
**End:** Wed 10/10/2018 11:00 AM

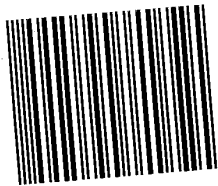
**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date. Regarding Eldorado Hills, LLC's three Motions in Limine: (1) regarding Huerta; (2) regarding NRS 47.240; and (3) Implied in Fact Contract. LOCATION: Dept. 27, Courtroom 3A, RJC.

PLEASE TAKE TO EXIT  
CREDIT OR EXACT  
CHANGE ONLY AT EXIT



Issue # 1-037672  
08:26 10 Oct 18

821 00

11272-013  
*[Handwritten signature]*



Bank of America Plaza  
Las Vegas, NV, 300 S. 4th  
602988  
BoA POF 11/01/18 11:24  
Receipt 086576

Short-term parking tkt  
1 - No. 059633  
11/01/18 09:07  
11/01/18 11:24  
Period 0d2h35'  
\$15.00  
Sub Total \$15.00  
Tax \$0.00  
Total \$15.00  
Payment Received  
Cash \$15.00

04901586 - 1/1

NANYA

**Sharon Murnane**

**Subject:** (DLK/JAL) Eliades-Nanyah (consolidated w-Huerta case) - Calendar  
**Location:** 8th JDC, Dept 27

**Start:** Thu 11/1/2018 11:00 AM  
**End:** Thu 11/1/2018 1:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

(DLK/JAL) Eliades-Nanyah (consolidated w-Huerta case) - Calendar Call. Location: Courtroom 3A, Dept. 27. (Per Order Setting Civil Jury Trial, Pre-Trial/Calendar Call, dated/efiled 7.26.17 and dated 6.01.18.) See Order for details on what the parties must have ready for trial. Dept. 27, Courtroom 3A. NOTE: Date moved from 6-21-18, 10:30 am, to 11-1-18 at 11:00 a.m., per 5-31-18 email from JEA Karen Lawrence, Dept. 27.

Calendared	/
Scanned	br
To Client	br

Nov 01 2018 11:28 AM

**TRANSACTION RECORD**

Card Number : xxxxxxxxxxxxx6753  
Account : UISA  
Trans Type : PURCHASE  
Amount : \$6.00  
Auth # : H33472  
Date : Nov01/18  
Time : 11:28:10  
Reference# : 15505

H33472 Approved

-- IMPORTANT --  
Retain This Copy For Your Records

\*\*\* Customer Copy \*\*\*

**Douglas Parking**  
Monthly Rates  
Available  
(702) 382-7988  
**DouglasParking.com**

Transaction No. 15505  
Ticket No. 42484

Plane - 3]

In: 10:29 am Nov01/18  
Out: 11:27 am Nov01/18

1 Rate \$6.00

BALANCE DUE \$6.00  
CARD \$6.00  
CARD # \*\*\*\*\*6753

## Sharon Murnane

**Subject:** [DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion

**Start:** Thu 2/21/2019 10:00 AM  
**End:** Thu 2/21/2019 12:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent

**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date on Rogich Defs/Imitations' Motion for Relief from the October 5, 2018 Order (per Order Shortening Time eserved 2-7-19).

Feb 21 2019 10:24 AM

### TRANSACTION RECORD

Card Number : xxxxxxxxxxxx6753  
Account : VISA  
Trans Type : PURCHASE  
Amount : \$9.00  
Auth # : H23362  
Date : Feb21/19  
Time : 10:24:00  
Reference# : 41150

H23362 Approved

-- IMPORTANT --

Retain This Copy For Your Records

\*\*\* Customer Copy \*\*\*

**Douglas Parking**  
Monthly Rates  
Available  
(702) 382-7988  
DouglasParking.com

Transaction No. 41150

Ticket No. 63208

Lane - 2]

In: 9:20 am Feb21/19  
Out: 10:23 am Feb21/19

1 Rate \$9.00

BALANCE DUE \$9.00  
CARD \$9.00  
CARD # x\*\*\*\*\*6753

11272-013

Calendared	
Scanned	
To Client	

## Sharon Murnane

**Subject:** [DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion  
**Location:** 8th JDC, Dept 27

**Start:** Wed 3/20/2019 9:00 AM  
**End:** Wed 3/20/2019 11:00 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date. Regarding two Motions in Limine: Nanyah's MIL #5 Re: Parole Evidence Rule and MIL #6 Re: Date of Discovery. Dept. 27, Courtroom 3A

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date. Regarding Rogich/Imitations, LLC's Motion to Compel Production of Plaintiffs Tax Returns and for Attorneys' Fees. Note: Hearing date changed from 3-8-19 before Discovery Ct. Dept. 27, Courtroom 3A. Mar 20 2019 10:04 AM

### TRANSACTION RECORD

Card Number : xxxxxxxxxxxx6753  
Account : VISA  
Trans Type : PURCHASE  
Amount : \$12.00

Auth # : H21672  
Date : Mar20/19  
Time : 10:04:10  
Reference# : 45038

H21672 Approved

-- IMPORTANT --  
Retain This Copy For Your Records

\*\*\* Customer Copy \*\*\*

**Douglas Parking**  
Monthly Rates  
Available  
(702) 382-7988  
DouglasParking.com

Transaction No. 45038  
Ticket No. 69259  
[Lane - 2]

In: 8:24 am Mar20/19  
Out: 10:04 am Mar20/19

1 Rate \$12.00

BALANCE DUE \$12.00  
CARD \$12.00  
CARD # x\*\*\*\*\*6753

11272-013

Calendered	
Scanned	
To	

## Sharon Murnane

**Subject:** [DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion  
**Location:** 8th JDC, Dept 27

**Start:** Mon 4/8/2019 10:00 AM  
**End:** Mon 4/8/2019 12:30 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date. Re: Nanyah Vegas LLC's Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time. Per Order Shortening Time. Dept. 27, Courtroom 3A. [Note: Date changed from 4-4-19, 9:30 am to 4-8-19 at 10 am, per email from JEA Karen Lawrence, due to family emergency of Judge Allf.] →

Apr 08 2019 11:32 AM

### TRANSACTION RECORD

Card Number : xxxxxxxxxxxx6753  
Account : VISA  
Trans Type : PURCHASE  
Amount : \$15.00

Auth # : H34818  
Date : Apr08/19  
Time : 11:32:56  
Reference# : 27704

806369 H34818 Approved

-- IMPORTANT --  
Retain This Copy For Your Records

\*\*\* Customer Copy \*\*\*

**Douglas Parking**  
Monthly Rates  
Available  
(702) 382-7988  
DouglasParking.com

Transaction No. 27704  
Ticket No. 3722

[Lane - 3]

In: 9:29 am Apr08/19  
Out: 11:32 am Apr08/19

1 Rate \$15.00

-----  
BALANCE DUE \$15.00  
CARD \$15.00  
CARD # x\*\*\*\*\*6753

11272-013

Calendared	/
Scanned	<i>[Signature]</i>
To Client	<i>[Signature]</i>

## **ron Murnane**

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**Subject:** [DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion  
**Location:** 8th JDC, Dept 27

**Start:** Mon 4/8/2019 10:00 AM  
**End:** Mon 4/8/2019 12:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Kelly Stout; Sarah Harmon; Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date. Re: Nanyah Vegas LLC's Motion to Settle Jury Instructions Based upon the Court's October 5, 2018 Order Granting Summary Judgment. Dept. 27, Courtroom 3A. [Note: Date changed from 4-4-19, 9:30 am to 4-8-19 at 10 am, per email from JEA Karen Lawrence, due to family emergency of Judge Alf.]

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date. Re: Rogich two motions in limine: (1) Defendants Rogich, et al.'s Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial; and (2) Defendants Rogich, et al.'s 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. Dept. 27, Courtroom 3A. [Note: Date changed from 4-4-19, 9:30 am to 4-8-19 at 10 am, per email from JEA Karen Lawrence, due to family emergency of Judge Alf.]

Bank of America Plaza  
Las Vegas, NV, 300 S. 4th  
609796  
BOA POF 04/22/19 11:11  
Receipt 022649

Short-term parking tkt  
1 - No. 083396  
04/22/19 09:13  
04/22/19 11:11  
Period 0d2h4  
\$12.00  
Sub Total \$12.00  
Tax \$0.00  
Total \$12.00  
Payment Received  
Cash \$12.00

08163A25 - 1/1

*Elizdis -*  
013

## Sharon Murnane

**Subject:** [DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Trial Date,  
**Location:** 8th JDC, Dept 27

**Start:** Mon 4/22/2019 10:00 AM  
**End:** Mon 4/22/2019 5:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

**Categories:** ProLaw - Needs Preparation

[DLK/JAL] Eliades-Nanyah (consolidated w-Huerta case) - Trial Date, Day 1 - Jury. Location/Judge: Judge Nancy Allf, Dept. 27, Courtroom 3A. (Per J.A.L.'s 11-26-18 email to JEA Karen Lawrence, Dept. 27.)

Apr 22 2019 11:12 AM

### TRANSACTION RECORD

Card Number : xxxxxxxxxxxx6753  
Account : VISA  
Trans Type : PURCHASE  
Amount : \$15.00

Auth # : H32821  
Date : Apr22/19  
Time : 11:12:59  
Reference# : 49741

H32821 Approved

-- IMPORTANT --

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\*\*\* Customer Copy \*\*\*

**Douglas Parking**  
Monthly Rates  
Available  
(702) 382-7988  
DouglasParking.com

Transaction No. 49741  
Ticket No. 7030  
[Lane - 2]

In: 8:56 am Apr22/19  
Out: 11:12 am Apr22/19

1 Rate \$15.00

BALANCE DUE \$15.00  
CARD \$15.00  
CARD # \*\*\*\*\*6753

805559

1

11272-013

Calendared	/
Scanned	Sm
To Client	Sm



## Sharon Murnane

**Subject:** [JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing  
**Location:** 8th JDC, Dept 27

**Start:** Thu 9/5/2019 10:30 AM  
**End:** Thu 9/5/2019 12:30 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** ProLaw Agent  
**Required Attendees:** Joseph Liebman; Susan Russo; Dennis Kennedy; Mark H. Goldstein; David E. Chavez; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Linda Thomas

[JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date. RE: Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e). Location: Dept. 27, RJC Courtroom 03A. NOTE: Per Odyssey, hearing moved from 8-22-19 to 9-5-19, 10:30 a.m.

[JAL] Eliades-Nanyah (consolidated w-Huerta case) - Motion hearing date. RE: Eldorado Hills, LLC's Motion for Summary Judgment. Location: Dept. 27 RJC Courtroom 03A. NOTE: 6-26-19 date vacated; new date 7-31-19, 10:30 a.m. per Stipulation and Order efiled 6-13-19. NOTE: Per Odyssey, hearing moved from 7-31-19 to 9-5-19, 10:30 a.m.

**Douglas Parking**  
Monthly Rates  
Available  
(702) 382-7988  
DouglasParking.com

Transaction No. 42741

Ticket No. 9348

[Lane - 3]

In: 10:03 am Sep05/19  
Out: 12:03 pm Sep05/19

806958

1 Rate \$12.00

BALANCE DUE \$12.00  
CARD \$12.00  
CARD # \*\*\*\*\*7083

Calendared	<input checked="" type="checkbox"/>
Scanned	<input checked="" type="checkbox"/>
To Client	<input checked="" type="checkbox"/>

# EXHIBIT F



151 County Estates Circle  
Reno, NV 89511  
Phone: 800-330-1112  
litigationservices.com

Joseph A. Liebman, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

# INVOICE

Invoice No.	Invoice Date	Job No.
1230181	5/8/2018	467925
Job Date	Case No.	
5/2/2018		
Case Name		
Huerta, Carlos, et al. vs. Rogich, Sig, et al.		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Melissa Olivas

1,249.05

**TOTAL DUE >>> \$1,249.05**

AFTER 6/7/2018 PAY \$1,373.96

Please note, disputes or refunds will not be honored or issued after 30 days

**Tax ID:** 20-3835523

Phone: 702-562-8820 Fax: 702-562-8821

*Please detach bottom portion and return with payment.*

Joseph A. Liebman, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

Invoice No. : 1230181  
Invoice Date : 5/8/2018  
**Total Due : \$ 1,249.05**  
AFTER 6/7/2018 PAY \$1,373.96

Remit To: **Sunshine Reporting and Litigation Services,  
LLC  
P.O. Box 98813  
Las Vegas, NV 89193-8813**

Job No. : 467925  
BU ID : RN-CRO  
Case No. :  
Case Name : Huerta, Carlos, et al. vs. Rogich, Sig, et al.

260

JA\_008392



151 County Estates Circle  
Reno, NV 89511  
Phone: 800-330-1112  
litigationservices.com

Joseph A. Liebman, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

# INVOICE

Invoice No.	Invoice Date	Job No.
1236497	6/6/2018	470877
Job Date	Case No.	
5/17/2018		
Case Name		
Huerta, Carlos, et al. vs. Rogich, Sig, et al.		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:  
Kenneth Woloson, Esq.

408.65  
**TOTAL DUE >>> \$408.65**  
AFTER 7/6/2018 PAY \$449.52

Please note, disputes or refunds will not be honored or issued after 30 days

11272-013  
[Stamp: RECEIVED] [Signature: sm] [Stamp: 6-19-18]

Tax ID: 20-3835523

Phone: 702-562-8820 Fax: 702-562-8821

Please detach bottom portion and return with payment.

Joseph A. Liebman, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

Invoice No. : 1236497  
Invoice Date : 6/6/2018  
**Total Due : \$ 408.65**  
AFTER 7/6/2018 PAY \$449.52

Remit To: **Sunshine Reporting and Litigation Services,  
LLC  
P.O. Box 98813  
Las Vegas, NV 89193-8813**

Job No. : 470877  
BU ID : RN-CRO  
Case No. :  
Case Name : Huerta, Carlos, et al. vs. Rogich, Sig, et al.



151 County Estates Circle  
Reno, NV 89511  
Phone: 800-330-1112  
litigationservices.com

Joseph A. Liebman, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

# INVOICE

Invoice No.	Invoice Date	Job No.
1237176	6/7/2018	470878
Job Date	Case No.	
5/24/2018		
Case Name		
Huerta, Carlos, et al. vs. Rogich, Sig, et al.		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:  
Sigmund Rogich - Volume I

947.10

**TOTAL DUE >>>** **\$947.10**  
AFTER 7/7/2018 PAY \$1,041.81

Please note, disputes or refunds will not be honored or issued after 30 days

11272-013  
/ *Sn*  
*msn Sn*  
6-26-18

Tax ID: 20-3835523

Phone: 702-562-8820 Fax: 702-562-8821

Please detach bottom portion and return with payment.

Joseph A. Liebman, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

Invoice No. : 1237176  
Invoice Date : 6/7/2018  
**Total Due : \$ 947.10**  
AFTER 7/7/2018 PAY \$1,041.81

Remit To: **Sunshine Reporting and Litigation Services,  
LLC  
P.O. Box 98813  
Las Vegas, NV 89193-8813**

Job No. : 470878  
BU ID : RN-CRO  
Case No. :  
Case Name : Huerta, Carlos, et al. vs. Rogich, Sig, et al.

262

JA\_008394



151 County Estates Circle  
Reno, NV 89511  
Phone: 800-330-1112  
litigationservices.com

Dennis L. Kennedy, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

# INVOICE

Invoice No.	Invoice Date	Job No.
1238618	6/14/2018	470876
Job Date	Case No.	
5/25/2018		
Case Name		
Huerta, Carlos, et al. vs. Rogich, Sig, et al.		
Payment Terms		
Net 30		

**1 CERTIFIED COPY OF TRANSCRIPT OF:**


Peter Eliades

348.60

**TOTAL DUE >>> \$348.60**

AFTER 7/14/2018 PAY \$383.46

Please note, disputes or refunds will not be honored or issued after 30 days

11272-013  
/   
Lynn Smith  
6-29-18

**Tax ID:** 20-3835523

Phone: 702-562-8820 Fax: 702-562-8821

*Please detach bottom portion and return with payment.*

Dennis L. Kennedy, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

Invoice No. : 1238618  
Invoice Date : 6/14/2018  
**Total Due : \$ 348.60**  
AFTER 7/14/2018 PAY \$383.46

Remit To: **Sunshine Reporting and Litigation Services,  
LLC  
P.O. Box 98813  
Las Vegas, NV 89193-8813**

Job No. : 470876  
BU ID : RN-CRO  
Case No. :  
Case Name : Huerta, Carlos, et al. vs. Rogich, Sig, et al.

263

JA\_008395

# INVOICE



151 County Estates Circle  
Reno, NV 89511  
Phone: 800-330-1112  
litigationservices.com

Joseph A. Liebman, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

Invoice No.	Invoice Date	Job No.
1239270	6/18/2018	477492
Job Date	Case No.	
6/15/2018		
Case Name		
Huerta, Carlos, et al. vs. Rogich, Sig, et al.		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Dolores Eliades

292.25

**TOTAL DUE >>> \$292.25**

AFTER 7/18/2018 PAY \$321.48

Please note, disputes or refunds will not be honored or issued after 30 days

11272-013  
/   
Sm  
hgm Sm  
6-25-18

Tax ID: 20-3835523

Phone: 702-562-8820 Fax: 702-562-8821

Please detach bottom portion and return with payment.

Joseph A. Liebman, Esq.  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

Invoice No. : 1239270  
Invoice Date : 6/18/2018  
**Total Due : \$ 292.25**  
AFTER 7/18/2018 PAY \$321.48

Remit To: **Sunshine Reporting and Litigation Services,  
LLC  
P.O. Box 98813  
Las Vegas, NV 89193-8813**

Job No. : 477492  
BU ID : RN-CRO  
Case No. :  
Case Name : Huerta, Carlos, et al. vs. Rogich, Sig, et al.

264

JA\_008396

12670 Stone Canyon Road  
Poway, California 92064  
602.412.7667 E-mail: shawna46933@gmail.com

## DATE \_\_\_\_\_

**Bill To:**

**For: Professional Transcription Services**

**Please make checks payable to Shawna Ortega.**

265

JA\_008397



EIGHTH JUDICIAL DISTRICT COURT  
TRANSCRIPTION PURCHASE  
RECEIPT OF PAYMENT

20572

DATE: 10-16-18	PURCHASER: Joseph Lieberman, Esq.	
CASE NUMBER: A686303	CASE NAME: Carlos Duran vs.	
HEARING DATE: 10-10-18	DEPARTMENT: 27	EL Dorado Mills LLC

ITEM DESCRIPTION	COST
1 hr Recording	40.00
TOTAL AMOUNT DUE	40.00

PAID 10-17-18  
CH # 237417  
18

WHITE COPY - CASHIER'S OFFICE YELLOW COPY - TRANSCRIBER'S OFFICE PINK COPY - CUSTOMER

REV. 266

JA\_008398

# EXHIBIT G

# Bailey Kennedy, LLP

## Listing

### Component: Westlaw

01/31/2018	NN	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C)	Westlaw	1.00	5,422.00	5,422.00
02/28/2018	NN	On-line Legal Research January 2018 11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C)	Westlaw	1.00	3,194.00	3,194.00
		On-line Legal Research February 2018				
03/31/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C)	Westlaw	1.00	4,504.00	4,504.00
		On-line Legal Research for March 2018				
04/30/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C)	Westlaw	1.00	8,431.00	8,431.00
		On-line Legal Research for April 2018				
05/31/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C)	Westlaw	1.00	5,700.00	5,700.00
		On-line Legal Research May 2018				
06/30/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C)	Westlaw	1.00	4,471.00	4,471.00
		On-line Legal Research				
07/31/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C)	Westlaw	1.00	7,391.00	7,391.00
		On-line Legal Research				
08/31/2018	JJK	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C)	Westlaw	1.00	1,973.00	1,973.00
		On-line Legal Research				

# Bailey Kennedy, LLP

## Listing

09/30/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) On-line Legal Research	Westlaw	1.00	3,243.00	3,243.00
10/31/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) On-line Legal Research	Westlaw	1.00	2,698.00	2,698.00
11/30/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) On-line Legal Research	Westlaw	1.00	1,403.00	1,403.00
01/31/2019	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) On-line Legal Research	Westlaw	1.00	6,956.00	6,956.00
02/28/2019	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) On-line Legal Research	Westlaw	1.00	2,233.00	2,233.00
03/31/2019	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) On-line Legal Research	Westlaw	1.00	7,438.00	7,438.00
04/30/2019	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) On-line Legal Research	Westlaw	1.00	5,141.00	5,141.00
05/31/2019	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) On-line Legal Research	Westlaw	1.00	656.00	656.00
07/31/2019	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) On-line Legal Research	Westlaw	1.00	5,483.00	5,483.00

**Bailey Kennedy, LLP**

## Listing

08/31/2019	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) On-line Legal Research	Westlaw	1.00	5,067.00	5,067.00
09/30/2019	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) On-line Legal Research	Westlaw	1.00	1,907.00	1,907.00
			<b>Component: Westlaw</b>	19.00		83,311.00

# EXHIBIT H

**Bailey Kennedy, LLP**

Listing

**Component: Pacer**

01/31/2018	NN	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Downloads from Public Access to Court Electronic Records (PACER) for the month ending 1/31/18	Pacer	114.00	0.10	11.40
03/31/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Downloads from Public Access to Court Electronic Records (PACER) for the month ending 3/31/18	Pacer	88.00	0.10	8.80
<b>Component: Pacer</b>				202.00		20.20

# EXHIBIT I



Bailey Kennedy, LLP

Listing

Component: conference

11/05/2018	MJM	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Conference Call Charges - Joseph A. Liebman with three other callers	conference	1.00	1.37	1.37
Component: conference				1.00		1.37



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.**  
6 300 S. Fourth Street, Suite 1400  
7 Las Vegas, Nevada 89101  
8 Tel.: (702) 692-8000; Fax: (702) 692-8099  
9 Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
10 [tfell@fclaw.com](mailto:tfell@fclaw.com)  
11 [bwirthlin@fclaw.com](mailto: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**

**DEFENDANTS SIGMUND ROGICH,  
INDIVIDUALLY AND AS TRUSTEE  
OF THE ROGICH FAMILY  
IRREVOCABLE TRUST, AND  
IMITATIONS, LLC'S ERRATA TO  
AMENDED MEMORANDUM OF  
COSTS AND DISBURSEMENTS  
PURSUANT TO NRS 18.005 AND NRS  
18.110**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

**FENNEMORE CRAIG, P.C.**

SUITE 1400  
300 SOUTH FOURTH STREET  
LAS VEGAS, NEVADA 89101

1 Defendants Sigmund Rogich, Individually and as Trustee of The Rogich Family  
2 Irrevocable Trust, and Imitations, LLC's hereby file the instant errata to their Memorandum of  
3 Costs filed on October 7, 2019, to include the attached information attached as **Exhibit 1** hereto  
4 supporting the referenced memorandum.

5 DATED: October 8, 2019

**FENNEMORE CRAIG, P.C.**

6  
7 By /s/ Brenoch R. Wirthlin  
Brenoch Wirthlin, Esq. (NV Bar No. 10282)  
8 Tyre Gray, Esq. (NV Bar No. 13690)  
300 South Fourth Street, Suite 1400  
9 Las Vegas, NV 89101  
10 Email: [bwirthlin@fclaw.com](mailto:bwirthlin@fclaw.com)  
11  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C., and that on October 8, 2019, I caused to be electronically served through the Court's e-service/e-filing system, true and correct copies of the foregoing **DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST, AND IMITATIONS, LLC'S ERRATA TO AMENDED MEMORANDUM OF COSTS AND DISBURSEMENTS PURSUANT TO NRS 18.005 AND NRS 18.110** properly addressed to the following:

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

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

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

DATED: October 8, 2019

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

# **EXHIBIT 1**

# LAS VEGAS POSTAGE LOG

[illegible]



American Legal Investigation Services Nevada, Inc  
PLPS 1452  
P.O. Box 59701  
Los Angeles, CA 90074-9701

TAX ID# 26-1476985

## INVOICE

Invoice No.	Customer No.
37023043	37130
Invoice Date	Total Due
5/15/19	556.10

FENNEMORE CRAIG P.C.- Fourth St.  
300 S. FOURTH STREET  
SUITE 1400  
LAS VEGAS, NV 89101

BILLING/PAYMENT QUESTIONS  
CLIENT CARE (877) 350-8698

		Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
		37130	37023043	5/15/19	556.10	3		
Date	Ord. No.	Svc	Service Detail			Charges	Total	
5/08/19	55116812	REG	Las Vegas Motor Speedway 7000 Las Vegas Blvd. N LAS VEGAS NV 89115 Caller: Trista Day N/A Personal package Pick-up package from Signed: PICKED UP/RETURNED	FENNEMORE CRAIG, P.C. 300 S. FOURTH STREET LAS VEGAS NV 89101 Ref: 099503.0023	Base Chg : 33.25	33.25		
5/08/19	55116861	REG	FENNEMORE CRAIG, P.C. 300 S. FOURTH STREET LAS VEGAS NV 89101 Caller: Trista Day 19AN000022 York adv. Curtiss Answer to Complaint & Counterclaim ADVANCE FEE Advance Signed: FILED/CONFORMED	NORTH LAS VEGAS JUSTICE COURT 2428 N MARTIN LUTHER KING BLVD NORTH LAS VEGAS NV 89081 Ref: 099503.0023 YORK	Base Chg : 40.25 Adv/Wit Ck: 71.00 Check Chg : 7.10	118.35		
5/08/19	55116883	CSD	FENNEMORE CRAIG JONES VARGAS ATTYS. 300 S. FOURTH STREET LAS VEGAS NV 89101 Caller: Cheryl Landis A-18-784330-B CEOC v MP Flamingo Notice of Voluntary Dismissal Please deliver to Signed: SUBMITTED 11	EIGHTH JUDICIAL DISTRICT COURT 200 LEWIS AVENUE LAS VEGAS NV 89155 Comment: * NO BASE CHARGE * Ref: 037641.0065				
5/09/19	55117118	RSH	BAILEY KENNEDY 8984 SPANISH RIDGE AVE LAS VEGAS NV 89148 Caller: Denise Farnham WINTER STIP & ORDER PICK UP SIGNED DOC Signed: RETURNED MICHELLE	FENNEMORE CRAIG P.C.- Fourth St. 300 S. FOURTH STREET LAS VEGAS NV 89101 Ref: 038537.0004	Base Chg : 48.50	48.50		
5/10/19	55117155	RSF	FENNEMORE CRAIG P.C. 300 S. Fourth Street LAS VEGAS NV 89101 Caller: Morganne W. CV39643 GLOBAL GREEN V ACC INDUSTRIES Answer Please take to Signed: FILED/CONFORMED	5TH JUDICIAL DISTRICT-NYE COUNTY 1520 E BASIN AVE PAHRUMP NV 89060 Ref: 041982.0012	Base Chg : 120.25	120.25		

Continued

Continued

INVOICE PAYMENT DUE UPON RECEIPT

JA\_008412



**Time Frame:** May 13, 2019 - May 30, 2019  
**Locations:** FENNEMORE CRAIG, LAS VEGAS (1003449283)  
**Client ID:** 038537-0004  
**Users:**

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3.	Searching... 2019	Brenoch R Wirthlin	038537-0004-BRW	Transactional	C	-	\$102.00

**Client & Matter:** 038537-0004-BRW  
**Chargeable:** Yes  
**Research Description:** Not Specified

**Practice Area:** Not Specified  
**Reason Code:** Not Specified

**Product:** Westlaw

Edit

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				\$0.00
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	Document	Document: NV ST 104,3117 104,3117, Other agreements affecting instrument		Included
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				\$0.00



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	<b>\$102.00</b>		
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10/7/2019

## Westlaw Analytics - Billing Investigation Results

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	Document	Document: 123 Nev. 577 Horgan v. Felton	Included	
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9.	May 23 2019	Brenoch R Wirthlin	038537-0004-BRW	Transactiona I	C	-	<b>\$0.00</b>
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18.	May 13 2019	Brenoch R Wirthlin	038537-0004-BRW	Transactiona I	C	-	<b>\$0.00</b>
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**Client & Matter:** 038537-0004-BRW  
**Chargeable:** Yes  
**Research Description:** Not Specified

**Practice Area:** Not Specified  
**Reason Code:** Not Specified

**Product:** Westlaw

Edit

10/7/2019

## Westlaw Analytics - Billing Investigation Results

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**Time Frame:** Jul 2, 2019 - Jul 2, 2019  
**Locations:** FENNEMORE CRAIG, LAS VEGAS (1003449283)  
**Client ID:** 038537-0004  
**Users:** Jon Linder (0017264163)

Date	User	Client ID	Session Type	C/N	Edited	Standard Charge
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**Client & Matter:** 038537-0004-XXX  
**Chargeable:** Yes  
**Research Description:** Not Specified

**Practice Area:** Not Specified  
**Reason Code:** Not Specified

**Product:** Westlaw

Edit

Time	Event	Description	Length	Plan
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10/7/2019

## Westlaw Analytics - Billing Investigation Results

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10/7/2019

## Westlaw Analytics - Billing Investigation Results

**\$0.00**

Browse

Show charges inline

Total

Included

**Session Total**

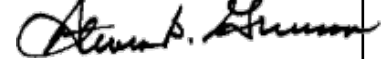
**\$126.00**

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

Electronically Filed  
10/16/2019 1:37 PM  
Steven D. Grierson  
CLERK OF THE COURT



**MRTX**  
MARK G. SIMONS, ESQ.  
Nevada Bar No. 5132  
MSimons@SHJNevada.com  
SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, Nevada 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability company,

Plaintiff,

v.

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

Defendants.

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

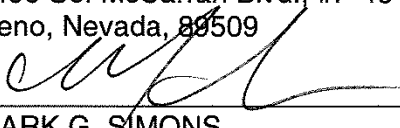
**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

**NANYAH VEGAS, LLC'S  
MOTION TO RETAX COSTS  
SUBMITTED BY ELDORADO  
HILLS, LLC, PETER ELIADES,  
INDIVIDUALLY AND AS  
TRUSTEE OF THE ELIADES  
SURVIVOR TRUST OF  
10/30/08, AND TELD, LLC'S  
MEMORANDUM OF COSTS  
AND DISBURSEMENTS**

1 Nanyah Vegas, LLC ("Nanyah") moves this Court for an Order re-taxing the  
2 Memorandum of Costs and Disbursements ("Memo of Costs") submitted by defendants  
3 Eldorado Hills, LLC ("Eldorado"), Peter Eliades, Individually and as Trustee of The  
4 Eliades Survivor Trust of 10/30/08 ("Eliades") and Teld, LLC ("Teld")

5 DATED this 16<sup>th</sup> day of October, 2019.

7 SIMONS HALL JOHNSTON PC  
6490 So. McCarran Blvd., #F-46  
8 Reno, Nevada, 89509

9   
10 MARK G. SIMONS  
11 Attorney for Nanyah Vegas, LLC

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I. THE MEMO OF COSTS MUST BE DENIED.**

14 Counsel submitting the Memo of Costs is also counsel of record for Eldorado,  
15 Eliades and Teld in these proceedings. Attached hereto as **Exhibit 1** is the joint notice of  
16 substitution for attorneys demonstrating that the Teld Defendants and Eldorado have all  
17 retained the same attorneys and paid the same costs.

18 The claims against Eldorado were separate and distinct from the claims against  
19 Eliades and Teld. This Court's various orders found ways to relieve these defendants  
20 from clear liability based upon a variety of legal theories. The Court's various orders will  
21 be appealed to the Nevada Supreme Court. The Nevada Supreme Court will enter  
22 decisions addressing this Court's various orders and may or may not remand. In order to  
23 protect and preserve the record, and to determine what costs, if any, should be assessed,  
24 the costs must be differentiated between the respective parties. The Memo of Costs fails  
25 to differentiate the costs and for whom the costs were allegedly incurred, and therefore,  
26  
27  
28

1 all costs must be denied. It is not Nanyah's responsibility to differentiate the costs  
2 between defendants, that is the defendants' responsibility. Due to the defendants'  
3 failures, all costs must be denied.

4 **II. ELIADES' AND TELD'S PRIOR MEMO OF COSTS.**

5 On October 11, 2018, Eliades and Teld filed their original Memorandum of Costs.  
6 On October 15, 2018, Nanyah filed its original Motion to Retax. The basis of Nanyah's  
7 original Motion to Retax was that Eliades and Teld failed to differentiate the costs incurred  
8 in defending against the claims asserted against Eldorado. In fact, the original  
9 Memorandum of Costs was nothing more than an attempt to load all the costs incurred for  
10 the representation of both the Eliades and Teld Defendants with Eldorado. The filing of  
11 the current Memorandum of Costs affirms this improper activity since it is merely a  
12 duplication of the original Memorandum of Costs with subsequent costs added in after  
13 Eliades and Teld were dismissed from this action.

14 **III. THE COSTS SOUGHT MUST BE DENIED.**

15 **A. NO DIFFERENTIATION OF COSTS AS INCURRED BY EACH NAMED**  
16 **DEFENDANT.**

17 The Memo of Costs undertakes no effort to differentiate the costs incurred by the  
18 individual defendants. Merely because counsel represents multiple defendants does not  
19 allow the Court to award costs to a party when that party has not actually incurred the  
20 costs. Gibellini v. Klindt, 110 Nev. 1201, 1205, 885 P.2d 540, 543 (1994) (costs incurred  
21 by a party must "actually" be incurred by the party).

22 **B. THE REQUEST FOR ELECTRONIC FILING FEES MUST BE DENIED.**

23 While filing fees are recoverable costs, the Memo of Costs makes no differentiation  
24 between the costs incurred by Eliades, Teld and/or Eldorado. For instance, Eliades' and  
25 Teld's Original Memorandum of Costs asked for \$468.00 in electronic filing fees even  
26

1 though those costs were actually incurred by Eldorado since Eldorado remained a party.  
2 Now, the current Memo of Costs seeks \$1,425.00, but again there is no differentiation  
3 detailing which party incurred the cost.

4 Further, on March 13, 2019, Eldorado seeks recovery of \$209.50 for a filing fee for  
5 a motion to extend dispositive motion deadline and to file a motion for summary judgment.  
6 Then on May 22, 2019, Eldorado seeks recovery of \$209.50 for filing its motion for  
7 summary judgment. Eldorado's motions were denied as untimely. Accordingly, to the  
8 extent any filing fees are allowed due to lack of detail, the filing fees must be reduced by  
9 the amount of \$419.00 for unreasonable costs incurred by Eldorado.

11 **C. THE REQUEST FOR COURIER SERVICE MUST BE DENIED.**

12 These defendants seek \$347.00 in "courier service" fees. Courier service fees are  
13 not a designated recoverable cost and cannot be recovered. Bobby Berosini, Ltd. v.  
14 PETA, 114 Nev. 1348, 1353, 971 P.2d 383, 387(1998) ("statutes permitting the recovery  
15 of costs are to be strictly construed because they are in derogation of the common law.").  
16 Further, courier services fees are unreasonable given such activity could have easily  
17 been accomplished by use of mail service. Lastly, the Memo of Costs undertakes no  
18 effort to differentiate the costs incurred by the individual defendants.

19 In addition, there is no evidence that these defendants are required to pay for  
20 these alleged costs or if these costs are absorbed as part of the representation of the  
21 client—without charge to the client. Just because a cost may be recoverable under the  
22 statute, it is not recoverable if the cost was not actually incurred by the client.

23 **D. THE REQUEST FOR PHOTOCOPYING FEES MUST BE REDUCED TO**  
24 **\$586.55.**

25 These defendants seek \$4,867.85 in alleged photocopying costs. However, the  
26 Memo of Costs only details \$1,633.35 in photocopy costs incurred.  
27  
28

1 In addition, illustrating the abusive nature of these defendants' Memo of Costs is a  
2 purported charge of \$14.00 for a Nevada Secretary of State fee to obtain the entity  
3 documents for CanaMex Nevada, LLC. Originally, Eliades and Teld identified this cost as  
4 a "fee" paid to the Nevada Secretary of State. Now, in the current Memo of Costs, these  
5 defendants attempt to change the character of the cost and transmute it into a  
6 "photocopy" charge. It is not a photocopy charge.

8 Similarly, in Eliades' and Teld's original memo of costs they sought \$767.00 in  
9 photocopies for relating to substitute counsel obtaining copies of filings and/or documents  
10 in this case—which filings and documents were all in Teld's/Eldorado's prior counsel's  
11 possession. Nanyah is not responsible for Teld/Eldorado seeking new counsel and has  
12 no obligation to pay for substitute counsel obtaining copies of previously produced  
13 documents. Of note, the current Memo of Costs relabels the date of these costs to April  
14 29, 2019, in an apparent attempt to recast these costs as something different than  
15 identified in the original memorandum of costs.

17 Further, the documents counsel allegedly paid \$14.00 were for documents these  
18 defendants' prior counsel already produced in this action almost two years prior.  
19 Specifically, the Teld Defendants, the Rogich Defendants and Eldorado were all  
20 represented by the same counsel in 2017. These defendants submitted their NRCP  
21 16.(a)(1) Initial Disclosures on or about April 21, 2017. Included in the production were  
22 the CanaMex documents from the Nevada Secretary of State. See **Exhibit 2**, p. 4, ¶18.<sup>1</sup>  
23 Accordingly, this cost was unnecessarily incurred since the exact documents had  
24

26  
27 <sup>1</sup> See also **Exhibit 3**, Affidavit of Mark G. Simons at ¶4.  
28

1 previously been produced by the Teld Defendants almost a year prior to incurring costs to  
2 allegedly obtain the same exact documents.

3 Further, these defendants have submitted duplicate charges of \$259.80 for costs  
4 incurred on April 29, 2019. Lastly, the Memo of Costs undertakes no effort to differentiate  
5 the costs incurred by the individual defendants.  
6

7 In addition, there is no evidence that these defendants are required to pay for  
8 these alleged costs or if these costs are absorbed as part of the representation of the  
9 client—without charge to the client. Just because a cost may be recoverable under the  
10 statute, it is not recoverable if the cost was not actually incurred by the client.  
11

12 Based upon the foregoing, the only non-objectional costs total \$586.55, however,  
13 such costs must be apportioned to the various defendants.

14 **E. THE REQUEST FOR PARKING MUST BE DENIED.**

15 These defendants seek \$189.00 in “parking” fees. Parking fees are not a  
16 designated recoverable cost and cannot be recovered. Bobby Berosini, Ltd. v. PETA,  
17 114 Nev. 1348, 1353, 971 P.2d 383, 387(1998) (“statutes permitting the recovery of costs  
18 are to be strictly construed because they are in derogation of the common law.”).  
19

20 In addition, there is no evidence that these defendants are required to pay for  
21 these alleged costs or if these costs are absorbed as part of the representation of the  
22 client—without charge to the client. Just because a cost may be recoverable under the  
23 statute, it is not recoverable if the cost was not actually incurred by the client.

24 **F. \$83,311.00 IN LEGAL RESEARCH IS FACIALLY UNREASONABLE.**

25 Only reasonably incurred costs are recoverable. These defendants seek facially  
26 unreasonable costs. As stated by the Nevada Supreme Court in Sheehan & Sheehan v.  
27 Nelson Malley and Co., 117 P.3d 219, 227 (Nev. 2005):  
28

1           **Only reasonable costs may be awarded. "[R]easonable costs' must be**  
2           **actual and reasonable, 'rather than a reasonable estimate or calculation of**  
3           **such costs.' "**

4           Id. (citations omitted) (emphasis added). Further, the Memo of Costs undertakes no effort  
5           to differentiate the costs incurred by the individual defendants. In addition, there is no  
6           evidence that these defendants are required to pay for these alleged costs or if these  
7           costs are absorbed as part of the representation of the client—without charge to the  
8           client. Just because a cost may be recoverable under the statute, it is not recoverable if  
9           the cost was not actually incurred by the client.

10           Based only upon the one-page document provided by these defendants (See  
11           Exhibit G) upon which it claims \$83,311 in incurred legal research costs, the request for  
12           legal research costs must be denied. There is no explanation, support or back-up for why  
13           these defendants' attorneys charge 8 discrete single monthly billing "units" that  
14           differentiate in "price" by thousands of dollars. There is also no support establishing that  
15           these pretend "costs" were even actually incurred. Instead, based upon the information  
16           provided, it appears that counsel for these defendants are attempting to turn "legal  
17           research" into a profit generating function for the law firm with no relation to any  
18           reasonably incurred research costs.  
19

20           Demonstrating the ridiculous nature of the requested legal research costs, legal  
21           counsel for Nanyah incurs "unlimited legal research" with Westlaw for the price of  
22           **\$1,226.38 per month.** Attached as **Exhibit 4** is Westlaw's statement of monthly legal  
23           research costs for Simons Hall Johnston PC as a firm.<sup>2</sup> Accordingly, over the same eight  
24

25  
26           \_\_\_\_\_  
27           <sup>2</sup> See also Simons' Aff. at ¶5.  
28



1 (8) month time period that the Teld Defendants contend they incurred over \$41,000 in  
2 legal research costs, Nanyah incurred only \$9,811.04 (assuming the full legal research  
3 costs was attributable to Nanyah). This evidence undisputedly demonstrates the  
4 unreasonableness of these defendants' request.

5  
6 In addition, there is no evidence that these defendants are required to pay for  
7 these alleged costs or if these costs are absorbed as part of the representation of the  
8 client—without charge to the client. Just because a cost may be recoverable under the  
9 statute, it is not recoverable if the cost was not actually incurred by the client.

10 **G. THE REQUEST FOR PACER MUST BE DENIED.**

11 These defendants seek \$20.20 in "Pacer" fees. Pacer fees are not a designated  
12 recoverable cost and cannot be recovered. Bobby Berosini, Ltd. v. PETA, 114 Nev. 1348,  
13 1353, 971 P.2d 383, 387(1998) ("statutes permitting the recovery of costs are to be  
14 strictly construed because they are in derogation of the common law.").

15  
16 Further, Nanyah is not responsible for substitute counsel obtaining pleadings in  
17 this case. Prior counsel for Teld/Eldorado, who continued to represent the Rogich  
18 Defendants, either provided or was obligated to provide copies of all necessary filings to  
19 substitute counsel. Nanyah is not responsible for Teld/Eldorado seeking new counsel  
20 and has no obligation to pay for substitute counsel obtaining copies of filings in this case.

21  
22 In addition, there is no evidence that these defendants are required to pay for  
23 these alleged costs or if these costs are absorbed as part of the representation of the  
24 client—without charge to the client. Just because a cost may be recoverable under the  
25 statute, it is not recoverable if the cost was not actually incurred by the client.

26 ///

27 ///

1 **IV. AN EVIDENTIARY HEARING IS REQUIRED IN THE EVENT THE COURT**  
2 **DOES NOT GRANT THE MOTION AS REQUESTED.**

3 The defendants' Memo of Costs is fatally defective in its substance. As detailed,  
4 herein, the Court should grant Nanyah's Motion to Retax and deny all costs.

5 Further, if the Court ignores the complete lack of evidentiary support for the alleged  
6 costs, or that there is no evidence provided that the client incurred these costs, and  
7 attempts to award such a cost, then the Court must conduct an evidentiary hearing to  
8 allow Nanyah the opportunity to cross-examine the parties and their counsel regarding  
9 the alleged costs included in the Memo of Costs. There are clear factual issues relating  
10 to the reasonableness of the costs sought and the methodology of imposing such costs  
11 that cannot be evaluated and/or resolved or granted via the defendants' facially defective  
12 memorandum of cost submittal.

13  
14 **V. CONCLUSION.**

15 Nanyah's motion must be granted. There is no differentiation between the alleged  
16 costs incurred and/or which alleged defendant incurred the alleged cost and the motion  
17 must be granted and all costs denied. Further, given the facially unreasonable costs  
18 sought for legal research, Nanyah's motion must be granted and these costs denied.

19  
20 **AFFIRMATION:** This document does not contain the social security number of any  
21 person.

22 DATED this 16<sup>th</sup> day of October, 2019.

23  
24 SIMONS HALL JOHNSTON PC  
25 6490 S. McCarran Blvd., #F-46  
26 Reno, Nevada, 89509

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

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

## 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 MOTION TO RETAX COSTS SUBMITTED BY**  
**ELDORADO HILLS, LLC, PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF**  
**THE ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, LLC'S MEMORANDUM**  
**OF COSTS AND DISBURSEMENTS** on all parties to this action via the Odyssey E-Filing  
System:

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

DATED this 16 day of October, 2019.

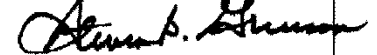
  
Employee of Simons Hall Johnston PC

**EXHIBIT LIST**

NO.	DESCRIPTION	PAGES
1	Substitution of Attorneys	3
2	Defendants 16.1 Disclosure	5
3	Simons' Aff.	1
4	Westlaw Statement	2

# EXHIBIT 1

# EXHIBIT 1



1 **SUBT**

2 DENNIS L. KENNEDY

3 Nevada Bar No. 1462

4 JOSEPH A. LIEBMAN

5 Nevada Bar No. 10125

6 **BAILEY ♦ KENNEDY**

7 8984 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148-1302

9 Telephone: 702.562.8820

10 Facsimile: 702.562.8821

11 DKennedy@BaileyKennedy.com

12 JLiebman@BaileyKennedy.com

13 *Attorneys for Defendants* PETE ELIADES, THE

14 ELIADES SURVIVOR TRUST OF 10/30/08,

15 TELD, LLC and ELDORADO HILLS, LLC

16  
17  
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20  
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22  
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24  
25  
26  
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28  
DISTRICT COURT  
CLARK COUNTY, NEVADA

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

36 Plaintiffs,

37 vs.

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

43 Defendants.

44 NANYA VEGAS, LLC, a Nevada limited  
45 liability company,

46 Plaintiff,

47 vs.

48 TELD, LLC, a Nevada limited liability  
49 company; PETER ELIADES, individually and  
50 as Trustee of The Eliades Survivor Trust of  
51 10/30/08; SIGMUND ROGICH, individually  
52 and as Trustee of The Rogich Family  
53 Irrevocable Trust; IMITATIONS, LLC, a  
54 Nevada limited liability company; DOES I-X;  
55 and/or ROE CORPORATIONS I-X, inclusive,

56 Defendants.

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

**CONSOLIDATED WITH:**

Case No. A-16-746239C

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

BAILEY ♦ KENNEDY  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1902  
702.562.8820

SUBSTITUTION OF ATTORNEYS

Pursuant to EDCR 7.40, the undersigned attorneys and clients hereby consent to the substitution of Dennis L. Kennedy and Joseph A. Liebman of the law firm Bailey ♦ Kennedy, as attorneys for Defendants PETE ELIADES, THE ELIADES SURVIVOR TRUST OF 10/30/08, TELD, LLC and ELDORADO HILLS, LLC in the place and stead of Samuel S. Lionel of the law firm Fennemore Craig, P.C.

DATED this 24<sup>TH</sup> day of January, 2018.

BAILEY ♦ KENNEDY

By: /s/ Dennis L. Kennedy  
DENNIS L. KENNEDY  
JOSEPH A. LIEBMAN  
*Attorneys for Defendants*  
PETE ELIADES, THE ELIADES  
SURVIVOR TRUST OF 10/30/08, TELD,  
LLC and ELDORADO HILLS, LLC

DATED this 23 day of January, 2018.

FENNEMORE CRAIG, P.C.

By: [Signature]  
SAMUEL S. LIONEL

DATED this 24<sup>th</sup> day of January, 2018.

[Signature]  
PETE ELIADES

THE ELIADES SURVIVOR TRUST OF  
10/30/08

By: [Signature]  
PETE ELIADES, TRUSTEE

TELD, LLC

By: [Signature]  
PETE ELIADES, MANAGING MEMBER

ELDORADO HILLS, LLC

By: [Signature]  
PETE ELIADES, MANAGING MEMBER

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 24<sup>th</sup> day of January, 2018, service of the foregoing **SUBSTITUTION OF ATTORNEYS** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ.  
THERESE M. SHANKS, ESQ.  
**ROBISON, SIMONS, SHARP &  
BRUST**  
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*Attorneys for Plaintiff*  
NANYA VEGAS, LLC

SAMUEL S. LIONEL, ESQ.  
**FENNEMORE CRAIG, P.C.**  
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Las Vegas, NV 89101

Email: slionel@fclaw.com

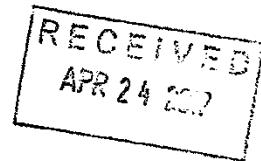
*Attorneys for Defendants*  
SIG ROGICH aka SIGMUND  
ROGICH, Individually and as  
Trustee of THE ROGICH FAMILY  
IRREVOCABLE TRUST, and  
IMITATIONS, LLC

/s/ Susan Russo  
Employee of BAILEY ♦ KENNEDY



# EXHIBIT 2

# EXHIBIT 2



1 **DISC**

2 Samuel S. Lionel, Esq. (Bar No. 1766)

3 **FENNEMORE CRAIG, P.C.**

300 S. Fourth Street, Suite 1400

Las Vegas, Nevada 89101

4 Tel.: (702) 692-8000

5 Fax: (702) 692-8099

6 Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

*Attorneys for Defendants*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 **CARLOS A. HUERTA**, an individual;  
10 **CARLOS A. HUERTA** as Trustee of **THE**  
11 **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,

13 **Plaintiffs,**

14 **v.**

15 **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  
17 **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  
company; **PETER ELIADES**, 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**;  
26 and/or **ROE CORPORATIONS I-X**, inclusive,

27 **Defendants.**

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**DEFENDANTS 16.1(a)(1) INITIAL  
DISCLOSURES**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

1 Defendants, Teld, LLC, Peter Eliades, individually and as Trustee of the Eliades Survivor  
2 Trust of 10/30/08, Sigmund Rogich, individually and as Trustee of the Rogich Family Irrevocable  
3 Trust, and Imitations, LLC, by and through their undersigned attorneys, pursuant to Rule  
4 16.1(a)(1) of the Nevada Rules of Civil Procedure, make the following initial disclosures. These  
5 initial disclosures are made based on information reasonably available to Defendants at this time,  
6 and Defendants expressly reserves the right to supplement, revise and/or correct those  
7 disclosures.

8 Nothing in these disclosures shall constitute a waiver of Defendants rights to object to the  
9 disclosure or production of information on the basis of relevance, hearsay, privilege, or work  
10 product protection, or to object to the admissibility of any documents, electronically stored  
11 information, and tangible things (collectively, "Documents") that may be produced. In addition,  
12 it is possible that some individuals listed herein may not in fact personally possess significant or  
13 relevant information regarding the issues involved in this litigation, or may only have limited  
14 knowledge or knowledge which is duplicative of knowledge possessed by others.

15 All the disclosures set forth herein are subject to the above reservations and qualifications.  
16 Defendants' disclosures represent its good faith effort at this time to identify information as  
17 required by Rule 16.1(a)(1) of the Nevada Rules of Civil Procedure.

18 **Individuals Likely to Have Discoverable Information**

- 19 1. Yoav Harlap  
20 c/o Mark Simons, Esq.  
21 Robison, Belaustegui, Sharp & Low  
22 71 Washington Street  
23 Reno, NV 89503
- 24 2. Carlos A. Huerta  
25 Sierra Vista Ranches  
26 Las Vegas, NV
- 27 3. Sigmund Rogich, individually and as  
28 Trustee of the Rogich Family Irrevocable Trust  
c/o Samuel S. Lionel, Esq.  
Fennemore Craig, P.C.  
300 South Fourth Street, Suite 1400  
Las Vegas, NV 89101

FENNEMORE CRAIG

LAS VEGAS

12735201

- 1           4.     Melissa Olivas  
2                 c/o Samuel S. Lionel, Esq.  
3                 Fennemore Craig, P.C.  
               300 South Fourth Street, Suite 1400  
               Las Vegas, NV 89101
- 4           5.     Peter Eliades, individually and as  
5                 Trustee of The Eliades Survivor Trust of 10.30.08  
               c/o Samuel S. Lionel, Esq.  
6                 Fennemore Craig, P.C.  
               300 South Fourth Street, Suite 1400  
               Las Vegas, NV 89101
- 7           6.     Kenneth A. Woloson, Esq.  
8                 1980 Festival Plaza Dr.  
               Suite 300  
9                 Las Vegas, NV 89135
- 10          7.     Summer Rellamas  
11                 1738 Franklin Chase Terrace  
               Henderson, NV 89012

12           These witnesses are likely to have information discoverable under NCRP 26(b) regarding  
13 facts alleged in the Complaint and Answer, including the alleged investment by the Plaintiff in  
14 Eldorado Hills, LLC. and the agreements alleged in the Complaint.

15           **B.     Description of Documents**

- 16           1.     Imitations Transaction Documents.(BATES RT0001-0022)
- 17           2.     Purchase Agreement, effective as of October 30, 2008. (BATES RT0023-0033).
- 18           3.     Teld Membership Interest Purchase Agreement, effective as of October 30, 2008.  
19                 (BATES RT0034-0062).
- 20           4.     Flangas Trust Membership Interest Purchase Agreement, effective as of October  
21                 30, 2008. (BATES RT0063-0091).
- 22           5.     Teld Membership Assignment Agreement, effective January 1, 2012. (BATES  
23                 RT0092-0097).
- 24           6.     Amended and Restated Operating Agreement of Eldorado Hills, LLC. (BATES  
25                 RT0098-0114).
- 26           7.     Eldorado Hills, LLC General Ledger as of October 29, 2008. (BATES RT0115-  
27                 0132).
- 28           8.     Unanimous Written Consent of the Managers of Eldorado Hills, LLC, effective

- 1 January 1, 2012. (BATES RT0133-0136).
- 2 9. Promissory Note dated October 30, 2008 in the amount of \$600,000. (BATES
- 3 RT0137-0138).
- 4 10. Pledge Agreement effective as of October 30, 2008. (BATES RT0139-0143)
- 5 11. Satisfaction of Promissory Note and Release of Security dated January 1, 2012.
- 6 (BATES RT0144)
- 7 12. Unanimous Written Consent of the Managers of Eldorado Hills, LLC dated June
- 8 25, 2009. (BATES RT0145)
- 9 13. Revolving Credit Note dated June 25, 2013. (BATES RT0146-0148)
- 10 14. Nevada State Bank Statement for Canamax Nevada, LLC. (BATES RT0149-0150)
- 11 15. Nevada State Bank Statements for Eldorado Hills, LLC. (BATES RT0151-0155)
- 12 16. Huerta email to Olivas/Rogich. (BATES RT0156-0157)
- 13 17. 2007 Eldorado Hills, LLC Tax Return. (BATES RT0158-0202)
- 14 18. Canamex Nevada, LLC Articles of Organization. (BATES RT0203-0206)
- 15 19. Olivas, Rogich, Woloson, Rellamas emails October 24, 2008 – October 28, 2008.
- 16 (BATES RT0207 -0217)
- 17 20. Sig Rogich, Melissa Olivas emails October 22, 2013. (BATES RT0218)
- 18 21. Go Global, Inc. Profit & Loss 2007. (BATES RT0219)
- 19 22. Carlos Huerta email to Jennifer/Olivas February 2, 2008. (BATES RT0220-0238)

20 C. **Insurance Agreements in Force (NRCP 16.1 (a)(1)(D))**

21 Defendants are currently unaware of any insurance agreements the disclosure of which

22 would be required by this Rule.

23 Dated: April 14, 2017

24 FENNEMORE CRAIG, P.C.

25 By: Samuel S. Lionel  
26 Samuel S. Lionel, Esq. (NV Bar No. 1766)  
27 300 South Fourth Street, Suite 1400  
28 Las Vegas, Nevada 89101  
Tel: (702) 692-8000; Fax: (702) 692-8099  
E-mail: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
*Attorneys for Defendants*

FENNEMORE CRAIG

LAS VEGAS

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the **DEFENDANTS 16.1(a)(1) INITIAL DISCLOSURES** was served upon the following person(s) either by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, on this 21<sup>st</sup> day of April 2017 as follows:

Mark Simons, Esq.  
Robison, Belaustegui, Sharp & Low  
A Professional Corporation  
71 Washington Street  
Reno, Nevada 89503  
msimons@rbsllaw.com

☐ Via E-service  
☒ Via U.S. Mail

  
An employee of Fennemore Craig, P.C.

# EXHIBIT 3

# EXHIBIT 3

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

**AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF  
NANYAH VEGAS LLC'S MOTION TO RETAX COSTS**

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 Motion to Retax Costs Submitted by Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements ("Motion"), to which this affidavit is attached as Exhibit 3.

4. Exhibit 2 to the Motion is a true and correct copy of Defendants 16.1(a)(1) Initial Disclosures dated April 14, 2017.

5. Exhibit 5 to the Motion is a true and correct copy of a Westlaw Statement for Simons Hall Johnston PC.

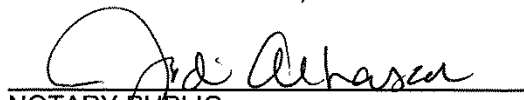
FURTHER AFFIANT SAYETH NAUGHT.

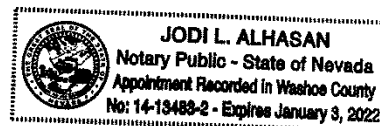
Dated this 16<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
MARK G. SIMONS

STATE OF NEVADA    )  
  )ss.  
COUNTY OF WASHOE    )

Subscribed and sworn to before me  
on this 16 day of October, 2019 by  
Mark G. Simons at Reno, Nevada.

  
\_\_\_\_\_  
NOTARY PUBLIC





**EXHIBIT 4**

**EXHIBIT 4**



THOMSON REUTERS

ACCT# 1000180921

SIMONS HALL JOHNSTON PC  
6490 S MCCARRAN BLVD STE F  
RENO NV 89509-6126

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INVOICE # 841045290		WEST INFORMATION CHARGES INVOICE SEP 01, 2019 - SEP 30, 2019		PAGE 1
DESCRIPTION		CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WEST INFORMATION CHARGES		1,226.38	0.00	1,226.38

**IMPORTANT NEWS**  
TIME SAVING TIP: You can now find answers 24/7 to commonly asked customer service questions online at [legalsolutions.com/support](http://legalsolutions.com/support). Find information on account maintenance, billing, returns, refunds, OnePass, orders, subscriptions, contracts and more.

FOR BILLING INFORMATION CALL  
1-800-328-4880

1000180921

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INVOICE WILL BE CHARGED AUTOMATICALLY TO YOUR CREDIT CARD WHEN CHARGE IS DUE - THANK YOU

INVOICE # 841045290  
INVOICE DATE 10/01/2019  
ACCOUNT # 1000180921  
VENDOR # 41-1426973  
VAT REG# EU826006554

WEST INFORMATION CHARGES  
SEP 01, 2019 - SEP 30, 2019

AMOUNT DUE IN USD AUTO-PAY  
DUE DATE 10/01/2019  
AMOUNT ENCLOSED IN USD \_\_\_\_\_

Thomson Reuters - West  
Payment Center  
P.O. Box 6292  
Carol Stream, IL 60197-6292

SIMONS HALL JOHNSTON PC  
6490 S MCCARRAN BLVD STE F  
RENO NV 89509-6126

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SIMONS HALL JOHNSTON PC  
6490 S MCCARRAN BLVD STE F  
RENO NV 89509-6126

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**IMPORTANT NEWS**

\* INDICATES A SYSTEM CREDIT

TIME SAVING TIP: You can now find answers 24/7 to commonly asked customer service questions online at [legalsolutions.com/support](http://legalsolutions.com/support).  
Find information on account maintenance, billing, returns, refunds, OnePass, orders, subscriptions, contracts and more.

INVOICE # 841045290 POSTING # 6130769821		BILLING SUMMARY SEP 01, 2019 - SEP 30, 2019		PAGE 1
DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
<b>DETAIL OF CHARGES</b>				
<u><b>WEST PROLEX (96914)</b></u>				
MONTHLY CHARGES				
DATABASE CHARGES		978.38	0.00	978.38
TOTAL MONTHLY CHARGES		978.38S	0.00S	978.38S
<b>TOTAL WEST PROLEX (96914) CHARGES</b>		<b>978.38SG</b>	<b>0.00SG</b>	<b>978.38SG</b>
<u><b>CUSTOM FORMS ON WESTLAW</b></u>				
MONTHLY CHARGES				
CUSTOM FORMS ON WESTLAW		0.00	0.00	0.00
TOTAL MONTHLY CHARGES		0.00S	0.00S	0.00S
<b>TOTAL CUSTOM FORMS ON WESTLAW CHARGES</b>		<b>0.00SG</b>	<b>0.00SG</b>	<b>0.00SG</b>
<u><b>ANCILLARY</b></u>				
WESTLAW USAGE CHARGES				
DOCUMENT DISPLAYS	1	248.00	0.00	248.00
TOTAL WESTLAW USAGE CHARGES		248.00S	0.00S	248.00S
<b>TOTAL ANCILLARY CHARGES</b>		<b>248.00SG</b>	<b>0.00SG</b>	<b>248.00SG</b>
<b>TOTAL DETAIL OF CHARGES</b>		<b>1,226.38SG</b>	<b>0.00SG</b>	<b>1,226.38SG</b>
<b>WEST SOLUTIONS DETAIL OF CHARGES</b>				
<u><b>DATA ROOM ADDITIONAL STORAGE 100 GB</b></u>				
MONTHLY CHARGES				
DATA ROOM ADDITIONAL STORAGE 100 GB		0.00	0.00	0.00
TOTAL MONTHLY CHARGES		0.00S	0.00S	0.00S
<b>TOTAL DATA ROOM ADDITIONAL STORAGE 100 GB CHARGES</b>		<b>0.00SG</b>	<b>0.00SG</b>	<b>0.00SG</b>
<b>TOTAL WEST SOLUTIONS DETAIL OF CHARGES</b>		<b>0.00SG</b>	<b>0.00SG</b>	<b>0.00SG</b>
<b>TOTAL WEST INFORMATION CHARGES</b>		<b>1,226.38G</b>	<b>0.00G</b>	<b>1,226.38G</b>

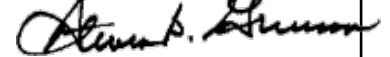
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SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

Electronically Filed  
10/16/2019 1:37 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **MRTX**  
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**

**NANYAH VEGAS, LLC'S  
MOTION TO RETAX COSTS  
SUBMITTED BY SIGMUND  
ROGICH, INDIVIDUALLY AND  
AS TRUSTEE OF THE ROGICH  
FAMILY REVOCABLE TRUST,  
AND IMITATIONS, LLC'S  
MEMORANDUM OF COSTS  
AND DISBURSEMENTS  
PURSUANT TO NRS 18.005  
AND NRS 18.110**

1 Nanyah Vegas, LLC ("Nanyah") moves this Court for an Order re-taxing the  
2 Memorandum of Costs and Disbursements ("Memo of Costs") submitted by defendants  
3 Sigmund Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
4 Trust ("Rogich Trust"), and Imitations, LLC ("Imitations").

5 DATED this 15<sup>th</sup> day of October, 2019.

7 SIMONS HALL JOHNSTON PC  
6490 So. McCarran Blvd., #F-46  
8 Reno, Nevada, 89509

9   
10 MARK G. SIMONS  
11 Attorney for Nanyah Vegas, LLC

12  
13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 **I. THE MEMO OF COSTS MUST BE DENIED.**

15 Counsel submitting the Memo of Costs is also counsel of record for Rogich, Rogich  
16 Trust and Imitations.

17 The claims against the Rogich Trust were separate and distinct from the claims  
18 against Rogich and Imitations. This Court's various orders found ways to relieve these  
19 defendants from clear liability based upon a variety of legal theories. The Court's various  
20 orders will be appealed to the Nevada Supreme Court. The Nevada Supreme Court will  
21 enter decisions addressing this Court's various orders and may or may not remand. In  
22 order to protect and preserve the record, and to determine what costs, if any, should be  
23 assessed, the costs must be differentiated between the respective parties. The Memo of  
24 Costs fails to differentiate the costs and for whom the costs were allegedly incurred, and,  
25 therefore, all costs must be denied. It is not Nanyah's responsibility to differentiate the  
26  
27  
28

1 costs between defendants, that is the defendants' responsibility. Due to the defendants'  
2 failures, all costs must be denied.

3 **III. THE COSTS SOUGHT MUST BE DENIED.**

4 **A. NO DIFFERENTIATION OF COSTS AS INCURRED BY EACH NAMED**  
5 **DEFENDANT.**

6 The Memo of Costs undertakes no effort to differentiate the costs incurred by the  
7 individual defendants. Merely because counsel represents multiple defendants does not  
8 allow the Court to award costs to a party when that party has not actually incurred the  
9 costs. Gibellini v. Klindt, 110 Nev. 1201, 1205, 885 P.2d 540, 543 (1994) (costs incurred  
10 by a party must "actually" be incurred by the party).  
11

12 **B. THE MEMO OF COSTS IS FACIALLY DEFICIENT.**

13 The Memo of Costs is a hodgepodge of unsupported and contradictory  
14 information. For instance, the Memo of Costs asserts certain amounts were incurred but  
15 then provides backup information that has entirely different information. Even though an  
16 errata was filed alleging to supplement the defective data, review of the errata information  
17 also demonstrates that the cost submittal is facially defective. Again, it is not Nanyah's  
18 responsibility to try to reconcile these defendants' request, it is the defendants' duty and  
19 responsibility to provide sufficient information in an intelligent and detailed fashion so that  
20 the request is based upon evidence, and not some arbitrary assertion.  
21

22 **C. THE REQUEST FOR PHOTOCOPYING FEES MUST BE REDUCED TO**  
23 **\$5,782.90.**

24 The Memo of Costs makes no differentiation between these costs incurred by  
25 Rogich, the Rogich Trust or Imitations.

26 Further, these defendants seek \$7,900.90 in alleged photocopying costs.  
27 However, the Memo of Costs only has a single receipt for \$5,782.90 in photocopy costs  
28

1 incurred. While the Memo of Costs also identifies an additional \$1,920.90 in internal copy  
2 charges, there is no detail provided such as how many copies, the cost of each copy or  
3 what was actually copied.<sup>1</sup> Instead, \$1,920.90 was charged as “general copies”. This  
4 lack of support and detail mandate reduction of copy charges to the \$5,782.90 supported  
5 by an actual invoice.

6  
7 In addition, there is no evidence that these defendants are required to pay for  
8 these alleged costs or if these costs are absorbed as part of the representation of the  
9 client—without charge to the client. Just because a cost may be recoverable under the  
10 statute, it is not recoverable if the cost was not actually incurred by the client.

11 **D. THE REQUEST FOR ELECTRONIC FILING FEES MUST BE DENIED.**

12 While filing fees are recoverable costs, the Memo of Costs makes no differentiation  
13 between the costs incurred by Rogich, the Rogich Trust or Imitations.

14  
15 Further, the Memo of Costs seeks recovery of \$1,365.00 in costs but only provides  
16 an internal document identifying \$1,260.50 in costs.

17 Further, on February 15, 2019, these defendants charged \$209.50 for a filing fee  
18 for a motion to extend dispositive motion deadline and to file a motion for summary  
19 judgment. This motion was denied as untimely. Accordingly, to the extent any filing fees  
20 allowed due to the lack of detail they must be reduced by the amount of \$209.50 for  
21 unreasonable costs incurred by these defendants.

22  
23 In addition, there is no evidence that these defendants are required to pay for  
24 these alleged costs or if these costs are absorbed as part of the representation of the  
25

26  
27  
28 <sup>1</sup> \$5,782.90 and \$1,920.90 only add up to \$7,703.40.

1 client—without charge to the client. Just because a cost may be recoverable under the  
2 statute, it is not recoverable if the cost was not actually incurred by the client.

3 **E. THE REQUEST FOR MESSENGER SERVICE FEES MUST BE DENIED.**

4 The Memo of Costs makes no differentiation between these costs incurred by  
5 Rogich, the Rogich Trust or Imitations.

6 Further, these defendants seek \$802.95 in “messenger service” fees. Messenger  
7 service fees are not a designated recoverable cost and cannot be recovered. Bobby  
8 Berosini, Ltd. v. PETA, 114 Nev. 1348, 1353, 971 P.2d 383, 387(1998) (“statutes  
9 permitting the recovery of costs are to be strictly construed because they are in  
10 derogation of the common law.”). Further, messenger services fees are unreasonable  
11 given such activity could have easily been accomplished by use of mail service. Lastly,  
12 the Memo of Costs undertakes no effort to support the request of \$802.95. Instead, there  
13 is merely an accounting (with no receipts) that \$490.95 was incurred and in the errata an  
14 additional \$48.50 receipt was provided. Given that no receipts are provided and the  
15 backup information is inaccurate, all these costs must be denied.

16 In addition, there is no evidence that these defendants are required to pay for  
17 these alleged costs or if these costs are absorbed as part of the representation of the  
18 client—without charge to the client. Just because a cost may be recoverable under the  
19 statute, it is not recoverable if the cost was not actually incurred by the client.

20 **F. THE REQUEST FOR SECRETARY OF STATE FEES MUST BE DENIED.**

21 The Memo of Costs makes no differentiation between these costs incurred by  
22 Rogich, the Rogich Trust or Imitations.

23 Further, these defendants seek \$368.00 in fees paid to the Nevada Secretary of  
24 State. Secretary of State fees are not a designated recoverable cost and cannot be  
25



1 recovered. Bobby Berosini, Ltd. v. PETA, 114 Nev. 1348, 1353, 971 P.2d 383, 387(1998)  
2 (“statutes permitting the recovery of costs are to be strictly construed because they are in  
3 derogation of the common law.”). Further, the documents obtained by these defendants  
4 are documents that were either produced in the case—free of charge—or were corporate  
5 documents that the defendants had in their possession and the fees were unnecessary.  
6 Accordingly, these fees must be denied in its entirety.  
7

8 **G. THE REQUEST FOR SERVICE FEES MUST BE DENIED.**

9 The Memo of Costs makes no differentiation between these costs incurred by  
10 Rogich, the Rogich Trust or Imitations.

11 Further, these defendants seek \$633.50 in “service fees”, however, no receipts are  
12 provided to establish this alleged cost. Further, the only internal accounting document  
13 that is produced only identifies \$400.00 incurred in service fees. Due to the lack of  
14 documentation supporting these alleged costs, they must be denied.  
15

16 In addition, there is no evidence that these defendants are required to pay for  
17 these alleged costs or if these costs are absorbed as part of the representation of the  
18 client—without charge to the client. Just because a cost may be recoverable under the  
19 statute, it is not recoverable if the cost was not actually incurred by the client.  
20

21 **H. THE REQUEST FOR TRANSCRIPT FEES MUST BE DENIED.**

22 The Memo of Costs makes no differentiation between these costs incurred by  
23 Rogich, the Rogich Trust or Imitations.

24 Further, these defendants seek \$7,900.90 in “transcript fees”, however, no receipts  
25 are provided to establish this alleged cost. Further, the only internal accounting  
26 document that is produced only identifies \$7,263.72 incurred for transcript fees. Due to  
27 the lack of documentation supporting these alleged costs, they must be denied.  
28

1 In addition, there is no evidence that these defendants are required to pay for  
2 these alleged costs or if these costs are absorbed as part of the representation of the  
3 client—without charge to the client. Just because a cost may be recoverable under the  
4 statute, it is not recoverable if the cost was not actually incurred by the client.

5  
6 **H. LEGAL RESEARCH COSTS MUST BE DENIED.**

7 The Memo of Costs makes no differentiation between these costs incurred by  
8 Rogich, the Rogich Trust or Imitations.

9 Further, the Memo of Costs seeks \$20,956.50 but only provides an internal  
10 accounting for an alleged \$18,912.00 in legal research costs incurred. The Errata  
11 provides another alleged \$640.00 in legal research costs. These amounts only total  
12 \$19,552 not \$20,956.50.

13 In addition, there is no evidence that these defendants are required to pay for  
14 these alleged costs or if these costs are absorbed as part of the representation of the  
15 client—without charge to the client. Just because a cost may be recoverable under the  
16 statute, it is not recoverable if the cost was not actually incurred by the client.

17  
18 **IV. AN EVIDENTIARY HEARING IS REQUIRED IN THE EVENT THE COURT**  
19 **DOES NOT GRANT THE MOTION AS REQUESTED.**

20 The defendants' Memo of Costs is fatally defective in its substance. As detailed,  
21 herein, the Court should grant Nanyah's Motion to Retax and deny all costs.

22 Further, if the Court ignores the complete lack of evidentiary support for the alleged  
23 costs, or that there is no evidence provided that the client incurred these costs, and  
24 attempts to award such a cost, then the Court must conduct an evidentiary hearing to  
25 allow Nanyah the opportunity to cross-examine the parties and their counsel regarding  
26 the alleged costs included in the Memo of Costs. There are clear factual issues relating  
27 to the reasonableness of the costs sought and the methodology of imposing such costs  
28

1 that cannot be evaluated and/or resolved or granted via the defendants' facially defective  
2 memorandum of cost submittal.

3 **V. CONCLUSION.**

4 Nanyah's motion must be granted. There is no differentiation between the alleged  
5 costs incurred and/or which alleged defendant incurred the alleged cost and the motion  
6 must be granted and all costs denied. Further, given the facially unreasonable costs  
7 Nanyah's motion must be granted and these costs denied.

8  
9 **AFFIRMATION:** This document does not contain the social security number of any  
10 person.

11  
12 DATED this 15<sup>th</sup> day of October, 2019.

13 SIMONS HALL JOHNSTON PC  
14 6490 S. McCarran Blvd., #F-46  
15 Reno, Nevada, 89509

16   
17 MARK G. SIMONS  
18 Attorney for Nanyah Vegas, LLC  
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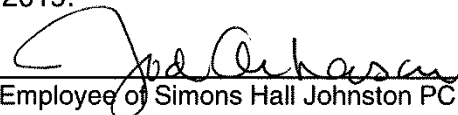
SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

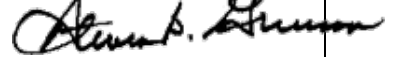
## CERTIFICATE OF SERVICE

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 MOTION TO RETAX COSTS SUBMITTED BY SIGMUND  
ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY REVOCABLE  
TRUST, AND IMITATIONS, LLC'S MEMORANDUM OF COSTS AND  
DISBURSEMENTS PURSUANT TO NRS 18.005 AND NRS 18.110** on all parties to this  
action via the Odyssey E-Filing System:

Dennis L. Kennedy	<a href="mailto:dkennedy@baileykennedy.com">dkennedy@baileykennedy.com</a>
Bailey Kennedy, LLP	<a href="mailto:bkfederaldownloads@baileykennedy.com">bkfederaldownloads@baileykennedy.com</a>
Joseph A. Liebman	<a href="mailto:jllebman@baileykennedy.com">jllebman@baileykennedy.com</a>
Andrew Leavitt	<a href="mailto:andrewleavitt@gmail.com">andrewleavitt@gmail.com</a>
Angela Westlake	<a href="mailto:awestlake@lionelsawyer.com">awestlake@lionelsawyer.com</a>
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DATED this 16 day of October, 2019.

  
Employee of Simons Hall Johnston PC



**MATF (CIV)**

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TELD, LLC and ELDORADO HILLS, LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

**(Hearing Requested)**

**DEFENDANTS PETER ELIADES AND  
TELD, LLC'S MOTION FOR  
ATTORNEYS' FEES**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

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

**DEFENDANTS PETER ELIADES AND TELD, LLC'S  
MOTION FOR ATTORNEYS' FEES**

Defendants Peter Eliades (“Eliades”) and Teld, LLC (“Teld”) (collectively, the “Eliades Defendants”) hereby move the Court for an Order awarding them attorneys’ fees incurred in this litigation. The vast majority of Nanyah’s claims against the Eliades Defendants were third-party beneficiary claims under the October 30, 2008 Membership Interest Purchase Agreement (the “Membership Interest Purchase Agreement”) and other related contracts. Pursuant to Section 9(d) of the Membership Interest Purchase Agreement, prevailing parties are entitled to reimbursement of their attorneys’ fees.<sup>1</sup> The Eliades Defendants fully prevailed over Nanyah Vegas, LLC (“Nanyah”) via summary judgment, and therefore, are contractually entitled to reimbursement of their attorneys’ fees from Nanyah. This Motion is made upon the accompanying Memorandum of Points and Authorities, the declaration of Dennis L. Kennedy, Esq. and the exhibits attached thereto, and any oral argument heard by the Court.

DATED this 17th day of October, 2019.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY  
JOSEPH A. LIEBMAN

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

<sup>1</sup> Although the Eliades Defendants are also entitled to reimbursement of costs under Section 9(d), they—along with Eldorado Hills, LLC (“Eldorado Hills”)—are seeking reimbursement of such costs via NRS 18.020.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Nanyah consciously chose to sue the Eliades Defendants under the Membership Interest Purchase Agreement (the “MIPA”). Nanyah did so with full knowledge of the following language in Section 9(d):

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 attorney’s fees, in addition to any other relief it may obtain or be entitled to.

On October 5, 2018, this Court granted summary judgment on every single one of Nanyah’s remaining claims against the Eliades Defendants, *the vast majority of which were brought as an alleged third-party beneficiary under that very contract*. There is no doubt that if Nanyah had prevailed, it would have enforced Section 9(d) in its favor as a third-party beneficiary. Regardless, Nanyah opened the door to the terms of this contract when it chose to sue the Eliades Defendants for supposedly breaching it. In doing so, it agreed to and adopted the prevailing party attorney’s fees provision in Section 9(d) of the MIPA. *See, e.g., Canfora v. Coast Hotels and Casinos, Inc.* 121 Nev. 771, 779, 121 P.3d 599, 604 (2005).

Therefore, as the prevailing parties, the Eliades Defendants are entitled to reimbursement of their attorneys’ fees from Nanyah under Section 9(d). The Eliades Defendants reasonably and necessarily incurred \$216,236.25 in attorneys’ fees defending against Nanyah’s claims. Thus, this Court should enter an award of attorneys’ fees in these amounts pursuant to Section 9(d) of the Membership Interest Purchase Agreement.<sup>2</sup>

**II. STATEMENT OF FACTS**

**A. Nanyah’s Claims Against the Eliades Defendants.**

On November 4, 2016, Nanyah filed a Complaint against the Eliades Defendants, as well as against Sigmund Rogich, individually (“Rogich”) and as Trustee of the Rogich Family Irrevocable

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<sup>2</sup> As explained below, Section 7(d) of the October 30, 2008 Purchase Agreement also contains the exact same prevailing party attorneys’ fees provision. To the extent that any of Nanyah’s claims against the Eliades Defendants were based on that agreement as opposed to the Membership Interest Purchase Agreement, Section 7(d) further provides a contractual basis for reimbursement of the Eliades Defendants’ attorneys’ fees.

Trust (the “Rogich Trust”), and Imitations, LLC (“Imitations”) (collectively, the “Rogich Defendants”).<sup>3</sup> In sum and substance, Nanyah alleges that it invested \$1,500,000.00 for an Eldorado Hills, LLC (“Eldorado Hills”) membership interest which it never received.<sup>4</sup>

The vast majority of Nanyah’s claims for relief were based on the MIPA and other related contracts. Nanyah *repeatedly* alleged that it is a third-party beneficiary of the MIPA, which supposedly memorialized its \$1,500,000.00 investment in Eldorado Hills.<sup>5</sup> Based on this theory, Nanyah sued the Eliades Defendants, among others, for: (1) breach of contract; (2) breach of the implied covenant of good faith and fair dealing; (3) tortious breach of the implied covenant of good faith and fair dealing; (4) intentional interference with contractual relations; (5) declaratory relief; and (6) specific performance.<sup>6</sup> This Court entered summary judgment for the Eliades Defendants *on every single one of these contractual claims*.<sup>7</sup>

**B. The MIPA and Related Contracts.**

The MIPA was executed on October 30, 2008 by and between Teld, the Rogich Trust, Go Global, LLC, Carlos Huerta, Eliades, and Rogich.<sup>8</sup> Its primary purpose was to memorialize Teld’s purchase of an Eldorado Hills membership interest from the Rogich Trust.<sup>9</sup>

As explained above, Nanyah repeatedly alleged that it was a third-party beneficiary under the MIPA and asserted numerous contractual claims against the Eliades Defendants based on that theory.<sup>10</sup> Nanyah’s theory was primarily based on Exhibit D to the MIPA, which states as follows:

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<sup>3</sup> (See generally Compl., filed Nov. 4, 2016.) This Complaint was later consolidated with Nanyah’s earlier lawsuit, Case No. A-13-686303-C. The sole claim remaining in that action was an unjust enrichment claim against Eldorado Hills, which was recently dismissed with prejudice by this Court under N.R.C.P. 41(e).

<sup>4</sup> See generally *id.*

<sup>5</sup> *Id.*, ¶¶ 88, 95, 101, 110.

<sup>6</sup> *Id.*, ¶¶ 85-140.

<sup>7</sup> Nanyah also sued the Eliades Defendants for civil conspiracy, fraudulent transfer, and constructive trust, each of which have also been dismissed via summary judgment.

<sup>8</sup> See generally Membership Interest Purchase Agreement, attached as Exhibit 1.

<sup>9</sup> See generally *id.*

<sup>10</sup> Compl., ¶¶ 88, 95, 101, 110.



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

3. Nanyah Vegas, LLC (through Canamex Nevada, LLC) \$1,500,000.00.”<sup>11</sup>

Notably, the MIPA, *the same contract under which Nanyah sued the Eliades Defendants*, also states as follows:

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 attorney’s fees*, in addition to any other relief it may obtain or be entitled to.<sup>12</sup>

Further, one of the related contracts—the October 30, 2008 Purchase Agreement between Go Global, Huerta, and the Rogich Trust—contains the exact same prevailing party provision.<sup>13</sup> In fact, Nanyah has repeatedly argued in this litigation that both the MIPA and the Purchase Agreement were incorporated into the Eldorado Hills Operating Agreement, thereby merging all of these agreements into one, and supposedly providing the basis for Nanyah’s contractual claims.<sup>14</sup> In fact, the Court made this factual finding in its Order Granting Summary Judgment in favor of the Eliades Defendants.<sup>15</sup>

**C. Relevant Procedural History.**

On October 5, 2018, this Court entered summary judgment in favor of the Eliades Defendants and against Nanyah *on all of Nanyah’s remaining claims against the Eliades*

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<sup>11</sup> Exhibit D to Exhibit 1.

<sup>12</sup> *Id.*, § 9(d) (emphasis added).

<sup>13</sup> Purchase Agreement, § 7(d), attached as Exhibit 2.

<sup>14</sup> *See, e.g.*, Opp’n to Eliades Defs. Mot. for Summ. Judg. and Ctrmot. for Summ. Judg., 12:24-13:22, filed June 19, 2018.

<sup>15</sup> Order: (1) Granting Defs. Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC’s Mot. for Summ. Judg.; and (2) Denying Nanyah Vegas, LLC’s Ctrmot. for Summ. Judg., 6:1-4, filed Oct. 5, 2018.

1 **Defendants**, which included claims for: (1) breach of contract; (2) breach of the implied covenant of  
2 good faith and dealing; (3) tortious breach of the implied covenant of good faith and fair dealing; (4)  
3 civil conspiracy; (5) declaratory relief; and (6) specific performance.<sup>16</sup> Although the Eliades  
4 Defendants were completely dismissed from the case, Nanyah's claims against the Rogich  
5 Defendants' remained pending at that time. Likewise, Nanyah's unjust enrichment claim against  
6 Eldorado Hills in Case No. A-13-686303-C (consolidated with Case No. A-16-746239-C) also  
7 remained pending at that time.

8 On October 25, 2018, the Eliades Defendants filed a Motion for Attorney's Fees and Costs  
9 (the "Eliades Attorney's Fee Motion").<sup>17</sup> On November 16, 2018, the parties stipulated to vacate the  
10 hearing date on the Eliades Attorney's Fee Motion until after the continued trial date.<sup>18</sup> On  
11 December 20, 2018, the Court reset the hearing on the Eliades Attorney's Fee Motion for June 13,  
12 2019.<sup>19</sup> Following a dismissal of the Rogich Trust on the morning of April 22, 2019, thereby  
13 resulting in a suspension of the trial, the parties again agreed to vacate the June 13, 2019 hearing  
14 date on the Eliades Attorney's Fee Motion, and to re-notice it following the resolution of the claims  
15 against all the remaining parties (*i.e.*, Eldorado Hills, Rogich, and Imitations).<sup>20</sup>

16 On October 4, 2019, the Court entered a Decision and Order, whereby it dismissed Eldorado  
17 Hills with prejudice pursuant to N.R.C.P. 41(e), and entered summary judgment in favor of Sig  
18 Rogich and Imitations on all of Nanyah's remaining claims against them.<sup>21</sup> Thus, as anticipated in  
19 the June 13, 2019 Stipulation and Order, all of the remaining claims in Case No. A-13-686303-C and  
20 Case No. A-16-746239-C have now been dismissed. Thus, the Eliades Defendants are refiling the

21  
22 <sup>16</sup> *Id.*, 9:16-22.

23 <sup>17</sup> *See generally* Defs.' Peter Eliades and Teld, LLC's Mot. for Attorney's Fees and Costs, filed Oct. 25, 2018.

24 <sup>18</sup> *See generally* Stip. and Order to Continue the Hearings on: (1) Nanyah Vegas, LLC's Mot. to Retax and  
25 Alternatively Mot. to Strike; and (2) Def. Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs Until  
26 After the Trial Date, filed Nov. 16, 2018.

27 <sup>19</sup> *See generally* Stip. and Order to Set the Hearings On: (1) Nanyah Vegas, LLC's Mot. to Retax and  
28 Alternatively Mot. to Strike; and (2) Def. Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs Until  
After the Trial Date, filed Dec. 20, 2018.

<sup>20</sup> *See generally* Stip. and Order Regarding the Eliades Defs.' Mem. of Costs and Mot. for Attorney's Fees, filed  
June 13, 2019.

<sup>21</sup> *See generally* Decision, filed Oct. 4, 2019.

Eliades Attorney's Fees Motion with updated information which has since transpired.

### III. ARGUMENT

#### A. The Eliades Defendants Are Entitled to Attorneys' Fees Under the MIPA and Any Other Related Contracts.

The purpose of a contractual attorneys' fees provision is to "indemnify the prevailing party for the full amount of the obligation." *Musso v. Binick*, 104 Nev. 613, 614-15, 764 P.2d 477, 477 (1988). The Nevada Supreme Court will affirm an award of attorney's fees pursuant to such a provision. *See, e.g., id.* at 614-15, 764 P.2d at 477. 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. Swepti, LP*, 185 F.Supp.3d 517, 542 (M.D. Pa. 2016) ("Implicit adoption occurs when a party accepts benefits intended for third party beneficiary.") (internal citations omitted);
- *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);
- *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);

➤ *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);

➤ *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.”).

Likewise, third-party beneficiaries will be subjected to a prevailing party attorneys’ fees provision if they would have recovered under that same provision had their claim been successful. *Brodkin v. Tuhaye Golf, LLC*, 355 P.3d 224, 231-32 (Utah Ct. App. 2015); *Loduca v. Polyzos*, 62 Cal.Rptr.3d 780, 784-788 (Cal. Ct. App. 2007); *Real Property Services Corp. v. City of Pasadena*, 30 Cal.Rptr.2d 536, 539-542 (Cal. Ct. App. 1994). The Eliades Defendants fully prevailed against Nanyah’s claims, the vast majority of which relied on the theory that Nanyah was a third-party beneficiary under the MIPA, as well as the other related contracts that were incorporated into the Eldorado Hills Operating Agreement. The prevailing party provisions are not limited to the signatories of the contract. Instead, they apply to “any action or proceeding” to “enforce the terms and provisions” of these agreements.<sup>22</sup> Nanyah’s claims against the Eliades Defendants were intended to do just that, as is evident from Nanyah’s own pleadings. If Nanyah had prevailed against the Eliades Defendants, it would have moved for attorneys’ fees under the exact same provisions. Accordingly, the Eliades Defendants are entitled to an award of attorneys’ fees incurred in this action.

**B. The Eliades Defendants’ Attorneys’ Fees Are Reasonable and Necessarily Incurred.**

“Generally, in calculating attorney’s fees, the court should consider the qualities of the advocate, the character of the work to be done, the work actually performed by the lawyer, and the result.” *Hornwood v. Smith’s Food King No. 1*, 107 Nev. 80, 87, 807 P.2d 208, 213 (1991) (citing

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<sup>22</sup> Ex. 1, § 9(d); Ex. 2, § 7(d).

1 to *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969)).

2 1. Qualities of the Advocate.

3 Bailey ♦ Kennedy, LLP (the “Firm”) focuses on litigation, appellate law, hospital and  
4 healthcare law, business and corporate law, real estate law, administrative and gaming law, and  
5 ethics and professional responsibility law. It represents, among others, healthcare facilities,  
6 publicly traded corporations, gaming companies, financial institutions, travel and tourism leaders,  
7 public entities, real estate developers, entertainment concerns, and entrepreneurs. The Firm was  
8 recently recognized by Benchmark Litigation as a “Highly Recommended” firm in Nevada and  
9 received a Metropolitan Tier 1 ranking for appellate practice, commercial litigation, healthcare law,  
10 and real estate law from the U.S. News – Best Lawyers “Best Law Firms” list.<sup>23</sup>

11 Dennis L. Kennedy, Esq. and Joseph A. Liebman, Esq. are primarily responsible for  
12 representing the Eliades Defendants in this matter.<sup>24</sup> Mr. Kennedy has been practicing law in the  
13 State of Nevada since 1975. Between 1975 and 2006, he was a member of the law firm of Lionel  
14 Sawyer & Collins, and a shareholder and director of that firm from 1979 until January 6, 2006.  
15 Since January 9, 2006, he has been a partner at the Firm. His primary area of practice during these  
16 44 years has been civil litigation, including class actions, complex commercial litigation, antitrust  
17 law, and hospital and healthcare law. He is listed in *Best Lawyers in America* for appellate practice,  
18 commercial litigation, “Bet the Company” litigation, ethics and professional responsibility law,  
19 healthcare law, and real estate law and recognized by *Chambers U.S.A.* as one of the top 5  
20 commercial litigators in the State of Nevada. From 2003 to 2013, he served for ten years as co-  
21 editor and co-author of the Nevada Civil Practice Manual. He is also an adjunct professor at the  
22 William S. Boyd School of Law. He is frequently retained as an expert on matters involving  
23 professional responsibility and legal ethics.<sup>25</sup>

24 Mr. Liebman has been practicing law in the State of Nevada since 2006. He became a  
25 partner at the Firm in 2014. His primary area of practice is civil litigation, including contract and

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26 <sup>23</sup> Decl. of Dennis L. Kennedy, ¶6, attached as Exhibit 3.

27 <sup>24</sup> *Id.*, ¶ 7.

28 <sup>25</sup> *Id.*, ¶ 8.

1 real estate disputes, product liability, professional liability, and healthcare law. He was recently  
2 named a Litigation Star by Benchmark Litigation and selected by *Super Lawyers* as a Mountain  
3 State Super Lawyer.<sup>26</sup>

4 2. Character of the Work.

5 This multi-party lawsuit involves complex contractual issues relating to successor liability  
6 and third-party beneficiary law. Nanyah's Complaint is extensive, originally comprising 140  
7 allegations and nine claims for relief, seeking approximately \$1,500,000.00 in damages. It included  
8 tag-along tort claims alleging fraudulent transfers and intentional interference with contractual  
9 relations. Legal services of the highest caliber were necessary to represent the Eliades Defendants'  
10 interests.

11 3. Work Performed.

12 The Firm allocates and assigns work among its attorneys and non-attorneys in a manner  
13 which is believed to be most efficient and cost-effective for its clients. This means that Mr.  
14 Kennedy does not review documents to produce in discovery, nor does he draft motions. Instead,  
15 he strategizes with other members of the Firm (*e.g.*, Mr. Liebman) and the client; reviews motions  
16 and correspondence; and attends hearings on substantive issues.<sup>27</sup> Mr. Liebman handles the day-to-  
17 day tasks for this matter, and has handled the vast majority of the hearings, depositions, and motion  
18 practice.<sup>28</sup>

19 The particulars of the Firm's work in this matter are detailed in the attached report.<sup>29</sup> From  
20 a general perspective, it involved the following:

- 21 ➤ Review and analysis of all case documents, including pleadings, briefs, and discovery, in
- 22 order to get up to speed on the case;
- 23 ➤ Review and analysis of relevant evidence in order to get up to speed on the case;
- 24 ➤ Review and analysis of deposition testimony in order to get up to speed on the case;

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26 <sup>26</sup> *Id.*, ¶ 9.

27 <sup>27</sup> *Id.*, ¶ 12.

28 <sup>28</sup> *Id.*, ¶ 13.

28 <sup>29</sup> *See generally* Ex. 4.

- Prepare responses to Nanyah's written discovery requests;
- Legal research regarding the issues relevant to the dispute;
- Prepare and argue various motions for summary judgment;
- Prepare and argue various oppositions to motions for summary judgment;
- Attend and participate in depositions of relevant witnesses; and
- Begin preparation of pre-trial disclosures.

The Firm was charging the following hourly rates for the primary attorneys working on this matter: Mr. Kennedy – \$800.00 per hour; Mr. Liebman – \$385.00 per hour.<sup>30</sup> The Firm's rates are reasonable in this community for complex commercial litigation and allowed by courts in Nevada for professional services rendered in complex commercial litigation.<sup>31</sup>

The Eliades Defendants have incurred attorneys' fees at the Firm in the amount of \$216,236.25. All of these attorneys' fees were necessarily and reasonably incurred in the defense of this action.<sup>32</sup>

4. The Result.

The Firm's legal services led to successful summary judgment orders from this Court dismissing all of Nanyah's claims against the Eliades Defendants.

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<sup>30</sup> *Id.*, ¶ 10. Other attorneys have worked on the matter, as set forth in Exhibit 4. However, Mr. Liebman has handled the vast majority of the case.

<sup>31</sup> *Id.*, ¶ 11. Mr. Kennedy's declaration provides significant detail as to the factual bases for this statement. In sum, Mr. Kennedy has significant expertise as a lawyer and an expert with fee petitions and reasonableness of attorneys' fees, and thus regularly stays abreast of the standard rates in this community. *Id.*

<sup>32</sup> *Id.*, ¶ 14.

IV. CONCLUSION

Nanyah made the conscious choice to sue the Eliades Defendants under various contracts containing prevailing party attorneys' fees provision. The Eliades Defendants are undoubtedly the prevailing party, and are therefore entitled to reimbursement of their attorneys' fees. Therefore, the Motion should be granted, and this Court should order Nanyah to pay the Eliades Defendants \$216,236.25 for their attorneys' fees.

DATED this 17th day of October, 2019.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

*Attorneys for Defendants*

PETE ELIADES, THE ELIADES

SURVIVOR TRUST OF 10/30/08, TELD,

LLC and ELDORADO HILLS, LLC



**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 17th day of October, 2019, service of the foregoing **DEFENDANTS PETER ELIADES AND TELD, LLC'S MOTION FOR ATTORNEYS' FEES** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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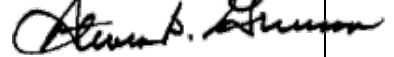
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1 **APEN (CIV)**

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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

**APPENDIX OF EXHIBITS TO  
DEFENDANTS PETER ELIADES AND  
TELD, LLC'S MOTION FOR  
ATTORNEYS' FEES**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

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DATED this 17<sup>th</sup> day of October, 2019.

BAILEY ♦ KENNEDY

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

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



# Exhibit 1

# Exhibit 1

## MEMBERSHIP INTEREST PURCHASE AGREEMENT

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

### RECITALS:

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

SR / [Signature]  
Teld, LLC  
Purchasing Agent  
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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 (1/6<sup>th</sup>) 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 (1/6<sup>th</sup>) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as **Exhibit "C"** and incorporated herein by this reference.

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

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G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with the Albert E. Flangas Revocable Living Trust dated July 22, 2005 (the "Flangas Trust") by which the Flangas Trust shall similarly acquire a one-sixth (1/6<sup>th</sup>) ownership interest in the Company from Seller, and concurrently acquire a one-sixth (1/6<sup>th</sup>) ownership interest from the Company pursuant to a substantially identically Subscription Agreement with the Company.

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

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

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

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in

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*3/30/07*  
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this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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*Mandatory member*  
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a. by Seller to Buyer of evidence of a one-sixth (1/6<sup>th</sup>) 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 (1/6<sup>th</sup>) 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 Indemnatee's choice, which shall be paid for by Indemnitor. If

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

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

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

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

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

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

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

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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

of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

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

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

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

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

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Held in  
meeting  
30 Oct 2008  
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h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

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

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

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

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


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

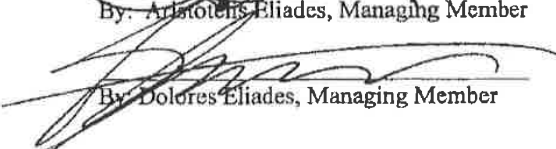
with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

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

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


**"BUYER"**  
Teld, LLC

By:   
Aristotelis Eliades, Managing Member

By:   
Dolores Eliades, Managing Member


  
Peter Eliades, as an individual

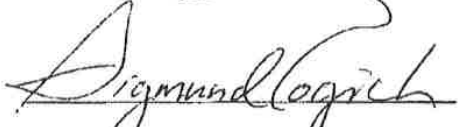
Go Global, Inc.

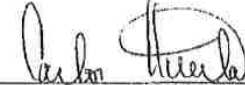
  
Carlos Huerta, on behalf of Go Global, Inc.

**"SELLER"**

The Rogich Family Irrevocable Trust

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

  
Sigmund Rogich, as an individual

  
Carlos Huerta, as an individual



**EXHIBIT "A"**

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

**[See Attached]**

*Blank*

*OK*  
*J.R.*  
*1800 LLC*  
*Member's Manual*  
*9/20/08*  
*9/27*  
Purchase Agreement11.doc

Order No. 08-09-0512-SD  
1<sup>st</sup> 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

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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

021

JA\_008495

Order No. 08-09-0512-SD  
1<sup>st</sup> Amendment

**SCHEDULE A**

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

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

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

**A Fee**

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

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

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

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

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

NAN\_000033

022

JA\_008496

Order No. 08-09-0512-SD  
1<sup>st</sup> 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

023

JA\_008497

**SCHEDULE B**

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

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

First installment of \$13,413.87 has been paid

Second installment of \$13,413.87 has been paid

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

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

Parcel No. 189-11-002-001

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

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

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

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

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

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

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

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

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

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

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

14. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded May 9, 2003, in Book 20030509 as Document No. 01339, of Official Records.
15. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded December 22, 2003, in Book 20031222 as Document No. 02862 of Official Records.
16. Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law affecting said land contained in the Deed recorded September 14, 2006 in Book 20060914 as Document No. 03231 of Official Records.
17. Deed of Trust to secure an indebtedness of \$21,000,000.00 and any other amounts payable under the terms thereof:  
Recorded: May 25, 2007 in Book 20070525 Document No. 02845 of Official Records.  
Dated: May 25, 2007  
Trustor: Eldorado Hills, LLC, a Nevada limited liability company  
Trustee: Nevada Title Company  
Beneficiary: ANB Financial N.A.  
  
The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.
18. Any claim, loss or damage, due to the fact that there does not appear to be direct access to said land by a publicly dedicated road.
19. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
20. Water rights, claims or title to water, whether or not shown by the public records.
21. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

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

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

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

**TAX INFORMATION:**  
2008-2009

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

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



**COUNTY RECORDER REQUIREMENTS**

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

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

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

Order Number: 08-09-0512-SD

### **SCHEDULE C**

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

NAN\_000040

029

JA\_008503



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

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

EXCLUSIONS

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

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

Page 1

#### LIMITATIONS ON COVERED RISKS

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

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

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

##### EXCLUSIONS

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

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

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

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
  - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
  - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:
  - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
  - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
  - THAT RESULT IN NO LOSS TO YOU
  - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:
  - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A
  - OR
  - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.

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

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

##### EXCLUSIONS FROM COVERAGE

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

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

- (2) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
- (3) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
  - (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 ERRECTED ON THE LAND;
  - (III) THE SUBDIVISION OF LAND; OR
  - (IV) ENVIRONMENTAL PROTECTION
 OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS. THIS EXCLUSION 1(A) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 5.
- (B) ANY GOVERNMENTAL POLICE POWER. THIS EXCLUSION 1(B) DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 6.
2. RIGHTS OF EMINENT DOMAIN. THIS EXCLUSION DOES NOT MODIFY OR LIMIT 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 ERRECTED ON THE LAND; (III) A SEPERATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES, OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
  - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
  - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME INSURED UNDER THIS POLICY;
  - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
  - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
  - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
  - (I) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY 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 JUDGEMENT OR A LIEN CREDITOR.

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

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

EXCLUSIONS FROM COVERAGE

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

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

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

EXCLUSIONS FROM COVERAGE

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

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (III) A SEPERATION IN OWNERSHIP OR A CHARGE IN THE DIMENSIONS OR AREAS OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT'S NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12,13,14, AND 18 OF THIS POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 12,13,14, AND 18.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
  - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT
  - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
  - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
  - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY ( THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISK 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); OR
  - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED ON USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVER RISKS 7, 8(E) AND 28.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO ADVANCES OR MODIFICATIONS MADE AFTER THE INSURED HAS KNOWLEDGE THAT THE VESTEE SHOWN IN SCHEDULE A IS NO LONGER THE OWNER OF THE ESTATE OR INTEREST COVERED BY THIS POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTERET CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE. THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
  - (A) THE TIME OF THE ADVANCE, OR
  - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED, IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.



Order No. 08-09-0512-SD

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

ATTENTION: Sue Dudzinski

September 29, 2008

Your Number  
Order Number: 08-09-0512-SD

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

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

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

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

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

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

  
\_\_\_\_\_  
Title Officer: Sue Dudzinski

NAN\_000046

035

JA\_008509



**SCHEDULE A**

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

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

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

**A Fee**

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

**Eldorado Hills, LLC, a Nevada limited liability company**

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

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

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

NAN\_000047

036

JA\_008510

Order No. 08-09-0512-SD

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

NAN\_000048

037

JA\_008511

**SCHEDULE B**

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

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

First installment of \$13,413.87 has been paid

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

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

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

Parcel No. 189-11-002-001

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

NAN\_000049

038

JA\_008512

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

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

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

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

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

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

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

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

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

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

14. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded May 9, 2003, in Book 20030509 as Document No. 01339, of Official Records.
15. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded December 22, 2003, in Book 20031222 as Document No. 02862 of Official Records.
16. Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law affecting said land contained in the Deed recorded September 14, 2006 in Book 20060914 as Document No. 03231 of Official Records.
17. Deed of Trust to secure an indebtedness of \$21,000,000.00 and any other amounts payable under the terms thereof:  
Recorded: May 25, 2007 in Book 20070525 Document No. 02845 of Official Records.  
Dated: May 25, 2007  
Trustor: Eldorado Hills, LLC, a Nevada limited liability company  
Trustee: Nevada Title Company  
Beneficiary: ANB Financial N.A.  
  
The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.
18. Any claim, loss or damage, due to the fact that there does not appear to be direct access to said land by a publicly dedicated road.
19. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
20. Water rights, claims or title to water, whether or not shown by the public records.
21. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

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

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

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

**TAX INFORMATION:**  
2008-2009

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

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

**COUNTY RECORDER REQUIREMENTS**

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

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

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

Order Number: 08-09-0512-SD

### **SCHEDULE C**

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

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

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OF ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
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, 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.
2. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
3. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
  - A. A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
  - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
4. RISKS:
  - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
  - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
  - C. THAT RESULT IN NO LOSS TO YOU; OR
  - D. THAT FIRST OCCUR AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8D, 22, 23, 24 OR 25.
5. FAILURE TO PAY VALUE FOR YOUR TITLE.
6. LACK OF A RIGHT:
  - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
  - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

#### LIMITATIONS ON COVERED RISKS

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

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

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

##### EXCLUSIONS

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

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

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

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.
2. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
  - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
  - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:
  - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
  - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
  - THAT RESULT IN NO LOSS TO YOU
  - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:
  - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A
  - OR
  - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.

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

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

##### EXCLUSIONS FROM COVERAGE

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

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

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

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

**2005 ALTA LOAN POLICY (8/17/06)  
EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

2006 ALTA OWNER'S POLICY (8/17/06)

EXCLUSIONS FROM COVERAGE

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/07)

EXCLUSIONS FROM COVERAGE

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

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

**EXHIBIT "B"**

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

**[See Attached]**

*Blank*

*CH*  
*S.K.*  
*TEDE LLC*  
*Recording Number*  
*30 OCT 2008*  
*21 of 27*

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.

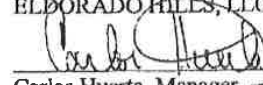
16. Communications. All payments, notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been delivered to the addressee after the deposit of same in a post office of the United States Postal Service, or in a regularly maintained 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.

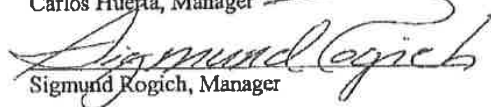
17. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, but which will evidence one and the same instrument.

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

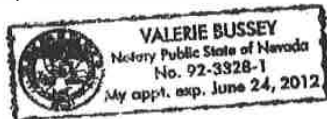
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney in Fact

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.

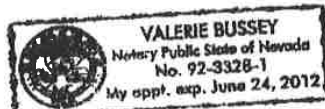


By: [Signature]  
Notary Public, State of NEVADA  
Residing at: CLARK COUNTY, NEVADA  
My commission expires: 6/24/2012

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

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

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

FROM: The Undersigned

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

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

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

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

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

<u>DOCUMENT</u>	<u>1<sup>ST</sup> PARTY</u>	<u>2<sup>ND</sup> 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

NAN\_000069

058

JA\_008532

**EXHIBIT "C"**  
**Subscription Agreement**

**[See Attached]**

*Blank*

*CH*  
*J. R. [Signature]*  
TERRA LLC  
Managing Member  
30 Oct. 2008  
22-Oct 07

Purchase Agreement11.doc



**ELDORADO HILLS, LLC**  
A Nevada Limited-Liability Company

**SUBSCRIPTION BOOKLET AND INSTRUCTIONS**

**SUBSCRIPTION INSTRUCTIONS**

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

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

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

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

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

*Handwritten note:*  
To be sent to  
Kenny  
30 Oct 2006  
1 of 12

## SUBSCRIPTION AGREEMENT

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

### RECITALS

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

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

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

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

*Handwritten signature*  
Told LLC  
managing member  
30 Oct 2007  
2012

**1. PURCHASE AND SALE OF SHARES**

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

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

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

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

**2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

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

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

*Handwritten:* AA  
TCS LLC  
Purchasing unit  
20 Oct 2008  
3 Oct 12  
340668\_2

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

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

*EP*  
*200 LLC*  
*managing member*  
*30 oct 2007*  
*4 oct 12*

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

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

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

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

*Handwritten signature and date:*  
2007 2007  
5 Oct 12

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

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

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

*Handwritten:*  
AS  
Tello III  
Purchaser's name  
23 Oct 2008  
6 at 12

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

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

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

**3. CONSENT TO AMENDED AND RESTATED OPERATING AGREEMENT**

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

*Handwritten signature and notes:*  
To us use  
improving  
20 Dec 2002  
7/14/12

**4. INDEMNIFICATION BY THE PURCHASER**

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

**5. GENERAL PROVISIONS**

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

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

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

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

*Tels Lee*  
*Managing member*  
*30 Oct 2008*  
*8 of 12*



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

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

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

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

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

*Handwritten:*  
Tels us  
Mingyuan  
20 Oct 2016  
9/12

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

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 30 day of October, 2008.

NAME AND ADDRESS OF PURCHASER:

TELD, LLC

Tax ID Number /  
Social Security  
Number

26-3605584

By: Aristotelis Eliades, Managing Member

By: Dolores Eliades, Managing Member

30 Oct 2008

1531 Las Vegas Boulevard South  
Las Vegas, Nevada 89104

Telephone ( )  
(Home) -

*TELD LLC  
Managing Member  
30 Oct 2008  
10 of 12  
340668\_2*

**EXHIBIT "A"**  
**AMENDED AND RESTATED OPERATING AGREEMENT**

**[SEE ATTACHED]**

*Blank*

*JP*  
*Taco LLC*  
*Member*  
*30 OCT 2008*  
*11 06 12*

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

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

**RECITALS**

A. Pursuant to those certain Purchase Agreements and Subscription Agreements of even date herewith, copies of which are attached hereto as Exhibits "A"- "D" and incorporated herein by this reference (collectively the "Purchase Documents"), the Flangas Trust and Teld entered into the foregoing agreements by which each would acquire a one-third (1/3<sup>rd</sup>) 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 (1/3<sup>rd</sup>) ownership interest in the Company (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).

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

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

**ARTICLE I  
DEFINITIONS**

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

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

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

*Handwritten notes and signatures:*  
Telds LLC  
Managing member  
30 Oct 2008  
10/30/08  
J.R.

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Agreement. "Agreement" means this Operating Agreement.

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

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

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

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

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

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

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

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

NRS. "NRS" means the Nevada Revised Statutes.

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

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

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Teco Inc  
Manufactured  
30 Oct 2007  
8 of 13*

*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.

*Handwritten notes and signature:*  
Tels in 10  
30 Oct 2007  
304 13  
at J.R.

NAN\_000084

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### ARTICLE III CAPITAL CONTRIBUTIONS

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

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

### ARTICLE IV PROFITS AND LOSSES; INDEMNIFICATION

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

(a) The Rogich Trust shall indemnify and hold the Flangas Trust and Teld harmless from and against the claims of any individuals or entities claiming to be entitled to a share of profits and losses other than the Rogich Trust, the Flangas Trust and Teld, so as not to diminish the one-third (1/3<sup>rd</sup>) 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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MEMBERSHIP AGREEMENT  
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*Signature:* J.R.

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## ARTICLE V DISTRIBUTIONS

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

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

## ARTICLE VI MEMBERSHIP

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

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

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

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

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

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

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

## ARTICLE VII MANAGEMENT

7.1 Number, Tenure, Election and Qualification. There shall be three (3) managers, who shall be the Rogich Trust, the Flangas Trust and Teld, provided that each of said three (3) Members may substitute another designated party to serve in lieu of said Member as a Manager in place of such Member.

7.2 Removal, Resignation and Vacancies. No Manager may be removed without the unanimous written consent of the Members. Any Manager may resign at any time by giving written notice to the remaining Managers or, if no remaining Manager, to the Members. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.3 General Authority of the Managers. Except for matters expressly requiring the approval of the Members pursuant to this Agreement or the Act, the Manager(s) shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of the Company; make any and all decisions affecting the business and affairs and relating to the day-to-day operations of the Company; and take all actions and perform all duties and powers it deems necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purposes of the Company.

7.4 Certain Powers of the Managers. Subject to the provisions of this Agreement and the Act, and without limiting the generality of Section 7.3 but subject to Section 7.5, the Manager(s) shall have the specific power and authority, on behalf of the Company to:

(a) enter into, execute, deliver and commit to, or authorize any individual Manager, officer or other Person to enter into, execute, deliver and commit to, or take any action pursuant to or in respect of any contract, agreement, instrument, deed, mortgage, certificate, check, note, bond or obligation for any Company purpose;

(b) select and remove all officers, employees, agents, consultants and advisors of the Company, prescribe such powers and duties for them as may be consistent with law, the Articles and this Agreement and fix their compensation;

(c) employ accountants, legal counsel, agents or experts to perform services for the Company and to compensate them from Company funds;

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- A signature that appears to read "Teld" with "Manager" written below it.  
- The initials "ct" and "S.R." to the right of the signature.

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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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9:00 AM '13  
at J.R.

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believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Members or an authorized officer, employee or agent of the Company, except that the Covered Person shall be liable for any such loss, damage or claim incurred by reason of the Covered Person's intentional misconduct, fraud or a knowing violation of the law which was material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

9.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, the Covered Person acting under this Agreement shall not be liable to the Company or the Members for its good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, shall replace such other duties and liabilities of the Covered Person.

9.3 Indemnity. The Company does hereby indemnify and hold harmless any Covered Person to the fullest extent permitted by the Act.

9.4 Determination of Right to Indemnification. Any indemnification under Section 9.3, unless ordered by a court or advanced pursuant to Section 9.5 below, shall be made by the Company only as authorized in the specific case upon a determination by the Members that indemnification of the Covered Person is proper in the circumstances.

9.5 Advance Payment of Expenses. The expenses of the Members or any Manager incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Members or any Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Members or the Manager(s) is or are not entitled to be indemnified by the Company. The provisions of this subsection do not affect any rights to advancement of expenses to which personnel of the Company other than the Members or the Manager(s) may be entitled under any contract or otherwise by law.

9.6 Assets of the Company. Any indemnification under this Article IX shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Members in order to provide a source of funds for any indemnity, and the Members shall not have any liability (or any liability to make any additional Capital Contribution) on account thereof.

*Handwritten:*  
Terry Lee  
Managing member  
26 Oct 2016  
10:14 PM

*Handwritten:* J.S.R.

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**ARTICLE X  
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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Tato LLC  
Managing member  
30 Oct 2008  
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*Handwritten signature:* J.S.R.

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10.7 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. With respect to the definitions in Section 1.1 and in the interpretation of this Agreement generally, the singular may be read as the plural, and *vice versa*, the neuter gender as the masculine or feminine, and *vice versa*, and the future tense as the past or present, and *vice versa*, all interchangeably as the context may require in order to fully effectuate the intent of the Members and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

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

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

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

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

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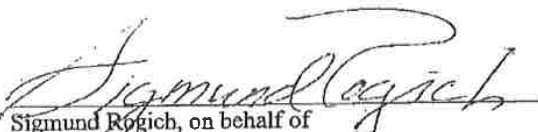
**ARTICLE XI  
SUPERSEDING PROVISIONS**

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

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

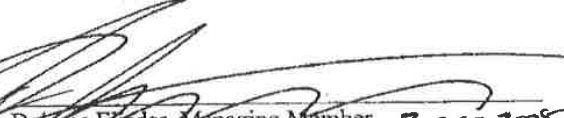
**"MEMBERS"**

**The Rogich Family Irrevocable Trust**

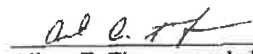
  
Sigmund Rogich, on behalf of  
The Rogich Family Irrevocable Trust

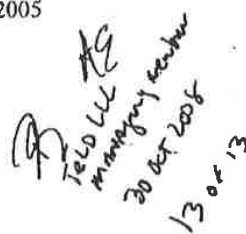
**Teld, LLC**

  
Aristotelis Eliades, Managing Member

  
Dolores Eliades, Managing Member 30 Oct 2008

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

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

  
Teld LLC  
Managing Member  
30 Oct 2008  
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**EXHIBIT "B"**  
**EVALUATION MATERIALS**  
**[LIST OF ALL INFORMATION PROVIDED TO PURCHASER]**

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**EXHIBIT "D"**

**QUALIFICATION OF REPRESENTATIONS  
OF SELLER**

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

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

**EXHIBIT "E"**

**Diligence Information**

**[Need to list all information provided to Buyer]**

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

**EXHIBIT "F"**


**Agreement to be Bound by Amended and Restated Operating Agreement**

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

DATED effective the 30th day of October, 2008.

**"BUYER"**

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

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

**"SELLER"**

Rogich Family Irrevocable Trust

  
By: Sigmund Rogich, Trustee

CH

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 (1/6<sup>th</sup>)

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 (1/6<sup>th</sup>) 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.

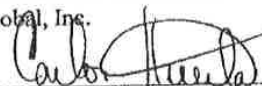
Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been 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 20<sup>th</sup> day of October, 2008.

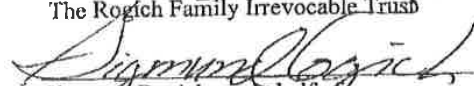
"MANAGER & MEMBER"

Go Global, Inc.

  
Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"

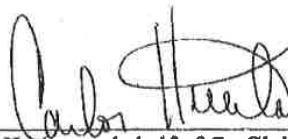
The Rogich Family Irrevocable Trust

  
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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B

# Exhibit 2

# Exhibit 2



## PURCHASE AGREEMENT

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

### RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

5. Further Assurances and Covenants.

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

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

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

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

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

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

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

7. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

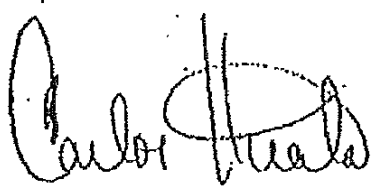
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

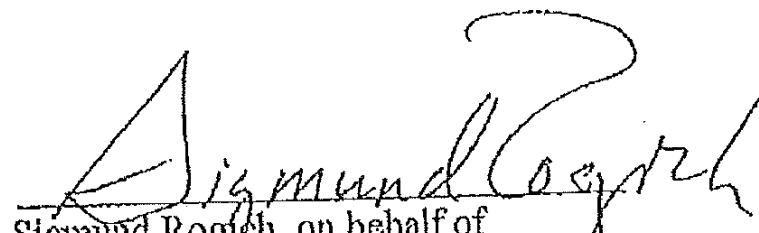
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



Sigmund Rogich, on behalf of  
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

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

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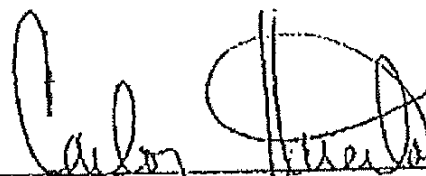
EXHIBIT "B"

Assignment

ASSIGNMENT

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

DATED as of the 20 day of October, 2008.



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

# Exhibit 3

# Exhibit 3

**DECL**

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

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

DISTRICT COURT

CLARK COUNTY, NEVADA

PETER ELIADES, an individual,

Plaintiff,

vs.

STERLING ENTERTAINMENT GROUP LV,  
LLC, a Nevada limited liability company,  
DASHON GOLDSOHN, an individual;  
CHRISTOPHE JORCIN, an individual;  
AMADOUBA TALL, an individual; DOES I  
through XX; ROE BUSINESS ENTITIES, I  
through XX; inclusive,

Defendants.

Case No. A-17-752951-C

Dept. No. XXII

**DECLARATION OF DENNIS L.  
KENNEDY IN SUPPORT OF  
DEFENDANTS PETER ELIADES AND  
TELD, LLC'S MOTION FOR  
ATTORNEYS' FEES**

I, Dennis L. Kennedy, declare as follows:

1. I am over eighteen (18) years of age and a resident of Clark County, Nevada. I am counsel for Defendants Peter Eliades ("Eliades") and Teld, LLC ("Teld") (collectively, the "Eliades Defendants") in the above-captioned action. I have personal knowledge of and am competent to testify to the facts contained in this Declaration. I make this Declaration in support of Defendants Peter Eliades and Teld, LLC's Motion for an Award of Attorneys' Fees (the "Motion").

2. On October 5, 2018, the Court entered summary judgment in favor of the Eliades

1 Defendants on all of Nanyah’s remaining claims against the Eliades Defendants.

2 3. “Generally, in calculating attorney’s fees, the court should consider the qualities of  
3 the advocate, the character of the work to be done, the work actually performed by the lawyer, and  
4 the result.” *Hornwood v. Smith’s Food King No. 1*, 107 Nev. 80, 87, 807 P.2d 208, 213 (1991)  
5 (citing to *Brunzell v. Golden Gate Nat’l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969)).

6 4. On or around November of 2017, the Eliades Defendants, along with Eldorado Hills,  
7 LLC, retained Bailey ♦ Kennedy (the “Firm”) to represent them in this matter. The terms of the  
8 representation for this matter were later set forth in an engagement agreement that supplemented a  
9 prior engagement agreement between Mr. Eliades and the Firm. Between the two agreements, the  
10 Eliades Defendants agreed as follows:

11 a. To pay the Firm’s standard hourly rates (adjusted annually) for attorneys,  
12 which range from \$300.00 per hour to \$800.00 per hour depending on the attorneys, and non-  
13 attorneys (i.e., paralegals), which is presently \$195.00 and \$160.00; and

14 b. To pay the Firm’s bills within 30 days from their date.

15 5. The attorneys’ fees charged in this matter by the Firm are reflected in monthly  
16 billing statements generated by the Firm, and are consistent with the Firm’s usual and customary  
17 billing practices. Members of the Firm who work on the matter prepare time entries on a daily  
18 basis in order to accurately capture the amount of time spent on various tasks.

19 6. The Firm focuses on litigation, appellate law, hospital and healthcare law, business  
20 and corporate law, real estate law, administrative and gaming law, and ethics and professional  
21 responsibility law. It represents, among others, healthcare facilities, publicly traded corporations,  
22 gaming companies, financial institutions, travel and tourism leaders, public entities, real estate  
23 developers, entertainment concerns, and entrepreneurs. The Firm was recently recognized by  
24 Benchmark Litigation as a “Highly Recommended” firm in Nevada and received a Metropolitan  
25 Tier 1 ranking for appellate practice, commercial litigation, healthcare law, and real estate law from  
26 the U.S. News – Best Lawyers “Best Law Firms” list.

27 7. Joseph A. Liebman, Esq. and I are primarily responsible for representing the Eliades  
28

Defendants in this matter.<sup>1</sup>

8. I have been practicing law in the State of Nevada since 1975. Between 1975 and 2006, I was a member of the law firm of Lionel Sawyer & Collins, and a shareholder and director of that firm from 1979 until January 6, 2006. Since January 9, 2006, I have been a partner at Bailey❖Kennedy. My primary area of practice during these 44 years has been civil litigation, including class actions, complex commercial litigation, antitrust law, and hospital and healthcare law. I am listed in *Best Lawyers in America* for appellate practice, commercial litigation, “Bet the Company” litigation, ethics and professional responsibility law, healthcare law, and real estate law and recognized by *Chambers U.S.A.* as one of the top 5 commercial litigators in the State of Nevada. From 2003 to 2013, I served for ten years as co-editor and co-author of the Nevada Civil Practice Manual. I am also an adjunct professor at the William S. Boyd School of Law. I am frequently retained as an expert on matters involving professional responsibility and legal ethics.

9. Mr. Liebman has been practicing law in the State of Nevada since 2006. He became a partner at the Firm in 2014. His primary area of practice is civil litigation, including contract and real estate disputes, product liability, professional liability, and healthcare law. He was recently named a Litigation Star by Benchmark Litigation and selected by *Super Lawyers* as a Mountain State Super Lawyer.

10. During the relevant time, the Firm was charging the following hourly rates for the attorneys/paralegals working on this matter:

- a. My rate was \$800.00 per hour;
- b. Mr. Liebman’s rate was \$385.00 per hour.
- c. Mark H. Goldstein’s, Esq.’s rate was \$600.00 per hour.
- d. Sarah Harmon, Esq.’s rate was \$365.00 per hour.
- e. Kelly Stout, Esq.’s rate was \$315.00 per hour.
- f. Linda Thomas’ rate was \$195.00 per hour.
- g. Ashley Lacroix’s rate was \$160.00 per hour.

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<sup>1</sup> As reflected in the time entries, a few other Firm attorneys and two paralegals have provided legal services on this matter, but Mr. Liebman and I handled the vast majority of the case.

1           11.     The Firm's rates are reasonable in this community for complex commercial  
2 litigation. I am familiar with hourly rates customarily charged by lawyers and other professionals  
3 of law firms and allowed by courts in Nevada for professional services rendered in complex  
4 commercial litigation. The sources and bases of my knowledge are as follows:

5           a.     The regular hourly rate that I charge for complex commercial litigation, the  
6 regular hourly rates that other partners of the Firm charge for complex commercial  
7 litigation, the regular hourly rates that associates of the Firm charge for complex  
8 commercial litigation, and the regular hourly rate that paralegals of the Firm charge for  
9 complex commercial litigation;

10          b.     The regular hourly rates that attorneys in Nevada charge for complex  
11 commercial litigation, which generally range between \$200.00 and \$650.00 (with a few  
12 billing as high as \$1000.00), and the regular hourly rates that non-attorneys in Nevada charge  
13 for complex commercial litigation, which generally range between \$125.00 and \$225.00,  
14 depending upon the nature of the work and years of experience, skill and reputation of the  
15 attorney or non-attorney. I have knowledge of these rates because:

16           i.     My firm frequently competes for business with other law firms  
17 and one of the principal factors in such competition is fees. Prospective  
18 clients often negotiate fees based upon what another law firm has proposed;

19           ii.    Each year my firm assesses the fees that it charges to its clients  
20 and determines whether those fees should be adjusted. One of the factors used  
21 in this assessment is the fees charged by other lawyers and law firms. I  
22 become aware of these fees through communications with other lawyers and  
23 law firms;

24           iii.   My firm represents other lawyers and law firms in litigation  
25 and administrative proceedings, and I become aware of their rates through that  
26 process;  
27  
28



1                   iv.       I have spoken to numerous senior and/or managing partners at  
2                   Southern Nevada law firms to discuss the rates that they usually and  
3                   customarily charge for civil and commercial litigation;

4                   v.       I am familiar with unpublished orders issued by U.S. District  
5                   Judges in Nevada identifying prevailing market rates for attorneys and non-  
6                   attorneys in Southern Nevada; and

7                   vi.       I have been retained on several occasions to opine on the  
8                   reasonableness of hourly rates charged by local and out-of-state attorneys  
9                   working on matters in state and federal court in Nevada. As part of those  
10                  engagements, I surveyed the market for rates usually and customarily charged  
11                  by attorneys and non-attorneys in various matters; reviewed fee applications  
12                  and awards entered in state and federal court in Nevada; and researched fee  
13                  surveys available online and to the public.

14               12.       The Firm allocates and assigns work among its attorneys and non-attorneys in a  
15               manner which is believed to be most efficient and cost-effective for its clients. This means that I do  
16               not review documents to produce in discovery, nor do I draft motions. Instead, I strategize with  
17               other members of the Firm (e.g., Mr. Liebman) and the client; review motions and correspondence;  
18               and attend hearings on substantive issues.

19               13.       Mr. Liebman handles the day-to-day tasks for this matter, and has handled the vast  
20               majority of the hearings, depositions, and motion practice.

21               14.       The Eliades Defendants have incurred reasonable attorneys' fees at the Firm in the  
22               amount of \$216,236.25.<sup>2</sup> All of these attorneys' fees were necessarily incurred in the defense of  
23               this action and are believed by Declarant to be reasonable.

24               ///

25               ///

26               ///

27

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28               <sup>2</sup>       An itemization of the Firm's attorneys' fees is attached to the Motion as Exhibit 4.



# Exhibit 4

# Exhibit 4

## Listing

10/9/2018 5:11:40 PM

**Bailey Kennedy, LLP**

## Listing

12/02/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Legal research regarding a [REDACTED] [REDACTED] [REDACTED]	T	1.00	600.00	600.00
12/02/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Legal research regarding a motion to dismiss the Eliades Parties from the Nanyah case [REDACTED] [REDACTED] [REDACTED] [REDACTED]	T	2.00	600.00	1,200.00
12/02/2017	MHG	1 Nanyah Vegas, LLC (adv.) (A-16- 746239-C) Legal research regarding a motion to dismiss the claims of Nanyah because [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	T	0.50	600.00	300.00

**Bailey Kennedy, LLP**

## Listing

12/03/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Preparation of first draft of a preliminary memo to Dennis L. Kennedy regarding a summary of the facts, legal research and the suggested actions to dismiss the case against the client	T	6.00	600.00	3,600.00
12/04/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Further legal research on [REDACTED] [REDACTED]	T	1.00	600.00	600.00
12/05/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Advise client in meeting regarding [REDACTED] [REDACTED]	T	0.50	600.00	300.00
12/05/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Investigate the timing of the responses to the discovery and the schedule of depositions	T	0.25	600.00	150.00
12/05/2017	SEH	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Conference with Dennis L. Kennedy regarding case status and case strategy.	T	0.25	350.00	87.50

**Bailey Kennedy, LLP**

## Listing

12/06/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review the summary judgment motions and the decision from the Nevada Supreme court in Case No. A-13-686303-C, Huerta v. Rogich, regarding Go Global (a Huerta controlled entity) knowingly omitting litigation claims from its Chapter 11 reorganization plan	T	2.00	600.00	1,200.00
12/06/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review the summary judgment motions in Case No. A-13-686303-C Huerta v. Rogich & Eldorado Hills alleged unjust enrichment alleged by Nanyah	T	1.00	600.00	600.00
12/06/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review the decision from the Nevada Supreme Court reversing the grant of summary judgment in favor of Eldorado Hills, LLC, [REDACTED]	T	1.00	600.00	600.00

**Bailey Kennedy, LLP**

## Listing

12/06/2017	SEH	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review file for documents concerning dismissal and appeal of Carlos Huerta's claims, per Mark H. Goldstein's request (1.5). Review file for documents concerning summary judgment and related appeal for Nanyah's claims, per Mark H. Goldstein's request (1.25).	T	2.75	350.00	962.50
12/07/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review the court's dockets and filings leading up to a consolidation of the cases against Eldorado Hills for a trial in June of 2018	T	2.00	600.00	1,200.00
12/07/2017	SEH	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Conference with Mark H. Goldstein regarding review of case files and case status (0.25). Review files for consolidation orders, trial schedule, transcript from hearings on motions for summary judgments, and pleadings, per Mark H. Goldstein's request (1.0).	T	1.25	350.00	437.50
12/11/2017	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Organize the pleadings from the earlier cases regarding claims that the case was filed after the statute of limitations had expired	T	1.50	600.00	900.00



**Bailey Kennedy, LLP**

## Listing

12/05/2017	DLK	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review and analysis of file provided by prior counsel. Conference with Mark H. Goldstein regarding issues presented. Review memorandum from Mark H. Goldstein.	T	2.00	800.00	1,600.00
01/02/2018	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Follow-up legal research regarding the Nevada Supreme court's opinion in Nanyah Vegas LLC v. Rogich	T	2.50	600.00	1,500.00
01/02/2018	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Follow-up legal research regarding the Nevada Supreme court's opinion in Huerta v. Rogich in which the Nevada Supreme court held that Rogich prevailed by obtaining summary judgment in his favor on a single significant issue in the litigation and thus was entitled to attorney's fees	T	2.50	600.00	1,500.00

**Bailey Kennedy, LLP**

Listing

01/05/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze case file	T	3.25	385.00	1,251.25
01/08/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze case file (including, but not limited to, all of the prior case filings in the two litigations) to get up to speed on the case	T	6.25	385.00	2,406.25
01/09/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze case file (including, but not limited to, all of the prior case filings in the two litigations and appeals) to get up to speed on the case	T	6.75	385.00	2,598.75
01/09/2018	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review the briefs and the evidence supporting and opposing the motions for summary judgment	T	6.00	600.00	3,600.00
01/08/2018	MHG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Continued review of the Nevada Supreme Court's opinions and the supporting briefs and oppositions	T	3.50	600.00	2,100.00

**Bailey Kennedy, LLP**

## Listing

01/10/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze case file (including, but not limited to, all of the prior case filings in the two litigations and appeals) to get up to speed on the case (3.25 hours). Legal research regarding unjust enrichment and statutes of limitations (3.0 hours). Meeting with Mark Goldstein to discuss various aspects of the case (1.0 hours)	T	7.25	385.00	2,791.25
01/11/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze deposition of Carlos Huerta and Yoav Harlap	T	2.50	385.00	962.50
01/12/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze deposition of Yoav Harlap (2.0 hours). Review/analyze pending discovery motions and requests (3.0 hours). Call with Sam Lionel and e-mail to Erika Rosenberry regarding same (.25 hours)	T	5.25	385.00	2,021.25
01/16/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze discovery and e-mail client regarding same (2.0 hours). Review/analyze Harlap deposition (.25)	T	2.25	385.00	866.25

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## Listing

01/17/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Finish reviewing Harlap deposition (1.5 hours). Meeting with Dennis Kennedy regarding case strategy (.5 hours). Draft letter to Sam Lionel regarding [REDACTED], and review/analyze agreements for assistance with same (3.5 hours)	T	5.50	385.00	2,117.50
01/19/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze additional documents from Greg Miles (3.25 hours). Meeting with Dennis Kennedy regarding same (.25 hours)	T	3.50	385.00	1,347.50
01/05/2018	DLK	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Conference with Joseph A. Liebman regarding case status and strategy. Telephone conference with S. Lionel regarding discovery issues.	T	0.50	800.00	400.00
01/22/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze documents from Greg Miles (4.25 hours). Follow up e-mail to Greg Miles regarding documents (1.0 hours) Draft Dennis L. Kennedy Declaration for Opposition to Motion to Compel (1.0 hours)	T	6.25	385.00	2,406.25

**Bailey Kennedy, LLP**

## Listing

01/23/2018	LT	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Prepare initial draft of Peter Eliades Responses to Nanyah Las Vegas LLC's First Set of Requests for Admissions for Joseph A. Liebman's review (.5). Prepare initial draft of Eldorado Hills, LLC's Responses to Nanyah Las Vegas LLC's First Set of Requests for Production of Documents Admissions for Joseph A. Liebman's review (.75).	T	1.25	195.00	243.75
01/23/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Attend hearing on discovery motions (2.75 hours). Call with Sam Lionel regarding case (.25 hours)	T	3.00	385.00	1,155.00
01/24/2018	LT	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Prepare initial draft of Peter Eliades' Responses to Nanyah Las Vegas LLC's Second Set of Requests for Production of Documents for Joseph A. Liebman's review (.5). Prepare initial draft of the Eliades Trust's Responses to Nanyah Las Vegas LLC's Second Set of Interrogatories for Joseph A. Liebman's review (.5).	T	1.00	195.00	195.00

# Bailey Kennedy, LLP

## Listing

01/24/2018	AJL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Prepare initial draft of Eliades Survivor Trust's Responses to Nanyah Las Vegas, LLC's Second Set of Requests for Production of Documents for Joseph A. Liebman's review. (.5) Prepare initial draft of TELD, LLC's Responses to Nanyah Las Vegas, LLC's Second Requests for Production of Documents for Joseph A. Liebman's review. (.5) Prepare initial draft of TELD, LLC's Responses to Nanyah Las Vegas, LLC'S Second Set of Interrogatories for Joseph A. Liebman's review. (.25)	T	1.25	160.00	200.00
01/24/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Participate in meeting with client regarding details of case and review documents associated with matter	T	0.50	385.00	192.50
01/24/2018	SEH	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Conference with Peter Eliades and Telly Eliades regarding case strategy.	T	0.25	365.00	91.25
01/25/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze documents provided by Andy Leavitt and produced by Sam Lionel in the litigation (6.5 hours). Lunch meeting with Sam Lionel to discuss the case (2.0 hours)	T	8.50	385.00	3,272.50

# Bailey Kennedy, LLP

## Listing

01/17/2018	DLK	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Meeting with Joseph A. Liebman regarding analysis of claims and defenses in consolidated cases	T	0.50	800.00	400.00
01/26/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze case file and discovery documents received from Sam Lionel (1.0 hours). Draft responses to discovery requests to Pete and his entities (2.0 hours)	T	3.00	385.00	1,155.00
01/29/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review Secretary of State documents and other documents showing Pete's involvement as a member of Teld, and e-mail to Greg Miles for input	T	0.50	385.00	192.50
01/30/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft responses to discovery requests (1.5 hours). Meeting with Telly and Greg Miles regarding same (.5 hours). Review/analyze deposition transcripts of Carlos Huerta, as well as documents referenced in transcript to understand testimony (5.75 hours)	T	7.75	385.00	2,983.75
01/26/2018	KBS	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review and analyze responses to requests for admission for accuracy and consistency.	T	0.25	315.00	78.75

# Bailey Kennedy, LLP

## Listing

01/30/2018	DLK	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review and revise discovery responses of Eliades parties. Conference with Joseph A. Liebman.	T	0.50	800.00	400.00
01/31/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze filed documents in Antonio Nevada case for relevance to Nanyah case (1.5 hours). Finish reviewing/analyzing Huerta deposition transcripts (3.5 hours)	T	5.00	385.00	1,925.00
02/01/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Respond to Requests for Production	T	1.25	385.00	481.25
02/05/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Call with Sam Lionel regarding fraudulent transfer statute (.25 hours). Review case regarding same [REDACTED] (1.0 hours). Review/analyze discovery documents produced by Sam Lionel (2.25 hours)	T	3.50	385.00	1,347.50
02/06/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze discovery documents produced by Sam Lionel	T	7.00	385.00	2,695.00
02/07/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze discovery documents produced by Mark Simons	T	3.00	385.00	1,155.00



**Bailey Kennedy, LLP**

## Listing

02/08/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze discovery documents produced by Mark Simons	T	6.50	385.00	2,502.50
02/08/2018	JG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Meeting with Joseph A. Liebman regarding statute of limitation.	T	0.25	365.00	91.25
02/09/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft/revise Discovery Responses	T	1.25	385.00	481.25
02/09/2018	LT	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review responses to written discovery and compile related documents for production. Confer with Joseph A. Liebman regarding same (.75).	T	0.75	195.00	146.25
02/12/2018	LT	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Prepare Second Supplement to Initial Disclosures for Joseph A. Liebman's review (.5). Prepare documents for production (.25). Revise the Eliades Survivor Trust's Responses to Nanyah Vegas LLC's Second Set of Requests for Production of Documents. Revise TELD, LLC's Responses to Nanyah Vegas, LLC's Second Requests for Production of Documents (.25).	T	1.00	195.00	195.00

# Bailey Kennedy, LLP

## Listing

02/13/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Meet with client regarding Interrogatory Responses	T	0.25	385.00	96.25
02/14/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) E-mail with and call with Sam Lionel regarding Motion for Summary Judgment	T	0.25	385.00	96.25
02/26/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze Motion for Summary Judgment and exhibits filed by Sam Lionel (2.0 hours). Draft Supplemental Opposition to Motion to Compel (2.0 hours)	T	4.00	385.00	1,540.00
02/27/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze Rogich deposition transcript (4 hours). Review Ledstrom database for any documents relevant to this dispute (.75 hours)	T	4.75	385.00	1,828.75
02/28/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Legal research regarding unjust enrichment for Joinder to Motion for Summary Judgment (6.0 hours). Review/analyze evidence for same (.5 hours)	T	6.50	385.00	2,502.50

# Bailey Kennedy, LLP

## Listing

03/01/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft joinder to Motion for Summary Judgment regarding statute of limitations, and legal research and review evidence for assistance with same	T	6.50	385.00	2,502.50
03/02/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft joinder to Motion for Summary Judgment regarding statute of limitations, and legal research and review evidence for assistance with same	T	5.00	385.00	1,925.00
03/05/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft/revise/finalize Joinder to Motion for Summary Judgment (2.5 hours). Participate in meet and confer with all counsel regarding discovery (.5 hours). Supplement discovery responses (.75 hours)	T	3.75	385.00	1,443.75
03/06/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) E-mail to opposing counsel regarding stipulation for expert disclosure and discussion with Kelly Stout and Dennis Kennedy regarding e-mails and texts for discovery. (.25 hours) Call with opposing counsel and Sam Lionel regarding expert disclosure deadline (.25 hours)	T	0.50	385.00	192.50

**Bailey Kennedy, LLP**

Listing

03/07/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Attend discovery hearing (2.25 hours). Review/analyze Motion for Summary Judgment previously prepared by Sam Lionel for potential future use (.5 hours)	T	2.75	385.00	1,058.75
03/09/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft Sixth Set of Requests for Production	T	1.75	385.00	673.75
03/09/2018	LT	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Prepare copy order request for Canamex Nevada, LLC to order corporate records on a regular basis. Draft letter to the Nevada Secretary of State transmitting same. Draft email to Nevada Secretary of State Copies Division transmitting same.	T	0.50	195.00	97.50
03/12/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze various aspects of case file and bankruptcy filing to determine status of counterclaim against Huerta (.5 hours). Prepare supplemental discovery response (.5 hours)	T	1.00	385.00	385.00
03/13/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/revise Discovery Commissioner's Report and Recommendations	T	0.25	385.00	96.25

**Bailey Kennedy, LLP**

## Listing

03/16/2018	LT	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review copy order request received from the Nevada Secretary of State; Draft email to Joseph A. Liebman transmitting same (.25).	T	0.25	195.00	48.75
03/19/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze Opposition to Motion for Summary Judgment and Countermotion for Summary Judgment	T	0.50	385.00	192.50
03/21/2018	LT	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Compile and redact Bailey Kennedy monthly billing invoices to be attached to correspondence sent to Sam Lionel, Esq. regarding indemnification.	T	0.50	195.00	97.50
03/21/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft letter to Sam Lionel regarding indemnification (.75 hours). Review/analyze new documents produced by Nanyah (.75 hours)	T	1.50	385.00	577.50

# Bailey Kennedy, LLP

## Listing

03/22/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze various operating agreements for Eldorado for information relevant to pending Motion for Summary Judgment (2.0 hours). Review/analyze discovery requests recently served on all defendants (.75 hours). Legal research regarding membership certificates (.5 hours). Review/analyze Opposition to Motion for Summary Judgment/Countertermotion and legal authority cited therein (3.25 hours)	T	6.50	385.00	2,502.50
03/22/2018	JG	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Confer with Joseph A. Liebman regarding Opposition to Motion for Summary Judgment/Countertermotion.	T	0.25	365.00	91.25
03/23/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze Opposition and Countertermotion and legal authority cited therein (3.5 hours). Legal research related thereto (1.75 hours)	T	5.25	385.00	2,021.25
03/05/2018	DLK	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review and revise joinder in Rogich Motion for Summary Judgment. Conference with Joseph A. Liebman regarding joinder.	T	0.50	800.00	400.00

# Bailey Kennedy, LLP

## Listing

03/26/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Legal research for Reply in Support of Motion for Summary Judgment and Opposition to Countermotion, including implied in fact contracts, statute of frauds. summary judgment	T	4.50	385.00	1,732.50
03/27/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Review/analyze Countermotion for Summary Judgment	T	0.50	385.00	192.50
03/28/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Legal research regarding former officer's testimony and effect on company (1.5 hours). Review/analyze other authority in Countermotion for Summary Judgment (1.0 hours)	T	2.50	385.00	962.50
03/29/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft Reply in Support of Joinder and Opposition to Countermotion for Summary Judgment	T	5.75	385.00	2,213.75
03/30/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft Reply in Support of Joinder and Opposition to Countermotion for Summary Judgment	T	5.25	385.00	2,021.25

# Bailey Kennedy, LLP

## Listing

04/03/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Research regarding Rule 30(b)(6) and whether it applies to trusts (.5 hours). Meeting with Dennis L. Kennedy regarding Pete's deposition (.25 hours). Draft Reply in Support of Joinder to Motion for Summary Judgment (.75 hours)	T	1.50	385.00	577.50
04/04/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft Reply in Support of Joinder to Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment	T	7.50	385.00	2,887.50
04/05/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft Reply in Support of Joinder to Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment	T	6.50	385.00	2,502.50
04/06/2018	JAL	11272-013/ Eliades, Peter Nanyah Vegas, LLC (adv.) (A-16-746239-C) Draft Reply in Support of Joinder to Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment	T	6.25	385.00	2,406.25