

IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID J. MITCHELL; LAS VEGAS
LAND PARTNERS, LLC; MEYER
PROPERTY LTD; ZOE PROPERTY,
LLC; LEAH PROPERTY, LLC;
WINK ONE, LLC; AQUARIUS
OWNER, LLC; LVLP HOLDINGS,
LLC; AND LIVE WORKS TIC
SUCCESSOR, LLC,

Appellants,

vs.

RUSSELL L. NYPE; REVENUE
PLUS, LLC; AND SHELLEY D.
KROHN,

Respondents.

Case No. 80693

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Oct 28 2021 07:26 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable ELIZABETH GONZALEZ, District Judge
District Court Case No. A-16-740689-B

RESPONDENTS' APPENDIX – VOLUME 37
(BATES RANGE) RA 7162 – RA 7409

JOHN W. MUIJE, ESQ.
Nevada Bar No. 2419
JOHN W. MUIJE & ASSOCIATES
1840 East Sahara Avenue, Suite 106
Las Vegas, NV 89104
Telephone No: (702) 386-7002
Facsimile No: (702) 386-9135
jmuije@muijelawoffice.com
Attorney for Respondents

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Undated	Plaintiffs' Trial Exhibit 30029	Volume 60, RA 11535 – RA 11562

Undated	Plaintiffs' Trial Exhibit 30030	Volume 60, RA 11563 – RA 11587
Undated	Plaintiffs' Trial Exhibit 30032	Volume 60, RA 11588 – RA 11603
Undated	Plaintiffs' Trial Exhibit 30033	Volume 60, RA 11604 – RA 11618
Undated	Plaintiffs' Trial Exhibit 30034	Volume 60, RA 11619 – RA 11624
Undated	Plaintiffs' Trial Exhibit 30037	Volume 60, RA 11625 – RA 11635
Undated	Plaintiffs' Trial Exhibit 30038	Volume 60, RA 11636 – RA 11639
Undated	Plaintiffs' Trial Exhibit 30039	Volume 60, RA 11640 – RA 11646
Undated	Plaintiffs' Trial Exhibit 30045	Volume 60, RA 11647
Undated	Plaintiffs' Trial Exhibit 30046	Volume 60, RA 11648
Undated	Plaintiffs' Trial Exhibit 30047	Volume 60, RA 11649
Undated	Plaintiffs' Trial Exhibit 30048	Volume 60, RA 11650
Undated	Plaintiffs' Trial Exhibit 30049	Volume 60, RA 11651 – RA 11654
Undated	Plaintiffs' Trial Exhibit 30060	Volume 60, RA 11655 – RA 11661
Undated	Plaintiffs' Trial Exhibit 30061	Volume 60, RA 11662 – RA 11665
Undated	Plaintiffs' Trial Exhibit 30064	Volume 61, RA 11666 – RA 11669

Undated	Plaintiffs' Trial Exhibit 30065	Volume 61, RA 11670 – RA 11673
Undated	Plaintiffs' Trial Exhibit 30068	Volume 61, RA 11674 – RA 11677
Undated	Plaintiffs' Trial Exhibit 30069	Volume 61, RA 11678 – RA 11698
Undated	Plaintiffs' Trial Exhibit 30076	Volume 61, RA 11699
Undated	Plaintiffs' Trial Exhibit 30088	Volume 61, RA 11700 – RA 11702
Undated	Plaintiffs' Trial Exhibit 30099	Volume 61, RA 11703 – RA 11704
Undated	Plaintiffs' Trial Exhibit 30100	Volume 61, RA 11704 – RA 11705
Undated	Plaintiffs' Trial Exhibit 30112	Volume 61, RA 11706 – RA 11720
Undated	Plaintiffs' Trial Exhibit 30113	Volume 61, RA 11721 – RA 11734
Undated	Plaintiffs' Trial Exhibit 40011	Volume 61, RA 11735 – RA 11736
Undated	Plaintiffs' Trial Exhibit 40012	Volume 61, RA 11737 – RA 11738
Undated	Plaintiffs' Trial Exhibit 40013	Volume 61, RA 11739 – RA 11740
Undated	Plaintiffs' Trial Exhibit 40015	Volume 61, RA 11741 – RA 11747
Undated	Plaintiffs' Trial Exhibit 40016	Volume 61, RA 11748 – RA 11789

Undated	Plaintiffs' Trial Exhibit 40044	Volume 61, RA 11790
Undated	Plaintiffs' Trial Exhibit 40053	Volume 61, RA 11791
Undated	Plaintiffs' Trial Exhibit 50026	Volume 62, RA 11792 – RA 12065
Undated	Plaintiffs' Trial Exhibit 50029	Volume 62, RA 12066 – RA 12077
Undated	Plaintiffs' Trial Exhibit 50030	Volume 62, RA 12078 – RA 12087
Undated	Plaintiffs' Trial Exhibit 50031	Volume 62, RA 12088 – RA 12132
Undated	Plaintiffs' Trial Exhibit 50032	Volume 62, RA 12133 – RA 12145
Undated	Plaintiffs' Trial Exhibit 50033	Volume 62, RA 12146 – RA 12153
Undated	Plaintiffs' Trial Exhibit 50039	Volume 62, RA 12154 – RA 12183
Undated	Plaintiffs' Trial Exhibit 50041	Volume 63, RA 12184 – RA 12264
Undated	Plaintiffs' Trial Exhibit 60003	Volume 63, RA 12265 – RA 12266
Undated	Plaintiffs' Trial Exhibit 60017	Volume 63, RA 12267 – RA 12269
Undated	Plaintiffs' Trial Exhibit 60018	Volume 63, RA 12270 – RA 12272
Undated	Plaintiffs' Trial Exhibit 60041	Volume 63, RA 12273 – RA 12283

Undated	Plaintiffs' Trial Exhibit 60042	Volume 63, RA 12284
Undated	Plaintiffs' Trial Exhibit 60043	Volume 63, RA 12285 – RA 12289
Undated	Plaintiffs' Trial Exhibit 60044 – Part 1	Volume 64, RA 12290 – RA 12533
Undated	Plaintiffs' Trial Exhibit 60044 – Part 2	Volume 65, RA 12534 – RA 12634
Undated	Plaintiffs' Trial Exhibit 60063	Volume 65, RA 12635 – RA 12646
Undated	Plaintiffs' Trial Exhibit 70002	Volume 65, RA 12647 – RA 12649
Undated	Plaintiffs' Trial Exhibit 70004	Volume 65, RA 12650
Undated	Plaintiffs' Trial Exhibit 70006	Volume 65, RA 12651 – RA 12671
Undated	Plaintiffs' Trial Exhibit 70007	Volume 65, RA 12672 – RA 12674
Undated	Plaintiffs' Trial Exhibit 70011	Volume 65, RA 12675 – RA 12683
Undated	Plaintiffs' Trial Exhibit 70012	Volume 65, RA 12684 – RA 12687
Undated	Plaintiffs' Trial Exhibit 70018	Volume 65, RA 12688
Undated	Plaintiffs' Trial Exhibit 70019	Volume 65, RA 12689
Undated	Plaintiffs' Trial Exhibit 70020	Volume 65, RA 12690
Undated	Plaintiffs' Trial Exhibit 70025	Volume 65, RA 12691 – RA 12714

Undated	Plaintiffs' Trial Exhibit 70026	Volume 65, RA 12715 – RA 12733
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DATED this 28th day of October 2021.

JOHN W. MUIJE & ASSOCIATES

/s/ John W. Muije, Esq.
JOHN W. MUIJE
Nevada Bar No. 2419
3216 Lone Canyon Court
N. Las Vegas, NV 89031
(702) 386-7002
jmuije@muijelawoffice.com
Attorney for Respondents

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of October, I have caused a true and correct copy of the foregoing RESPONDENTS' APPENDIX – VOLUME 37 to be served by electronic service by the Supreme Court of Nevada Electronic Filing System to the following:

H. STAN JOHNSON, ESQ.
Nevada Bar No. 265
KEVIN M. JOHNSON, ESQ.
Nevada Bar No. 14551
COHEN JOHNSON
375 East Warm Springs Road, Suite 104
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Email: sjohnson@cohenjohnson.com
Attorneys for Appellants

/s/ Melanie Bruner
As an agent for and on behalf of
JOHN W. MUIJE & Associates



**First American Title Company
National Commercial Services**

Skylight Tower, 1660 West 2nd Street, Suite 700 • Cleveland, OH 44113

Office Phone:(800)424-6446 Office Fax:(216)241-8504

Seller's Final Settlement Statement

Property:

Approximately .66 acres, Las Vegas, NV

File No:

NCS-757660-CLE

Officer:

Kristie Vehovec/JD

Settlement Date:

11/24/2015

Disbursement Date:

11/24/2015

Print Date:

11/25/2015, 3:51 PM

Buyer:

Downtown CAC, LLC, a Nevada limited liability company

Address:

c/o 7301 Peak Drive, #200, Las Vegas, NV 89128

Seller:

FC/LW Vegas, LLC

Address:

50 Public Square, Terminal Tower , Suite 1000B, Cleveland, OH 44113

Charge Description	Seller Charge	Seller Credit
Consideration:		
Sale Price of Property		776,250.00
Prorations:		
County Taxes 11/24/15 to 12/31/15 @\$1194.76/qtr		497.54
County Taxes 11/24/15 to 12/31/15 @\$206.25/qtr		85.89
Proration - Sletten License Fees 11/24/15 to 06/30/16 @\$1150.00/mo	8,318.33	
Commission:		
Real Estate Commission to Newmark Grubb Knight Frank	46,575.00	
Title/Escrow Charges to:		
Commercial Commitment to First American Title Company National Commercial Services	395.00	
Closing-Escrow Fee (split 50/50) to First American Title Company National Commercial Services	500.00	
Policy- ALTA 2006 Owner's (Standard \$2,303.70; Extended \$921.48) to First American Title Company National Commercial Services	2,303.70	
Record Grant, Bargain & Sale Deed, incl \$25.00 N/C fee	22.00	
Electronic Recording Fee (split 50/50)	2.50	
Documentary Transfer Tax-State (Split 50/50)	1,980.08	
Cash (X To) (From) Seller	716,736.82	
Totals	776,833.43	776,833.43

Seller(s):

FC/LW Vegas, LLC, a Delaware limited liability company

By: FC Vegas 20, a Nevada limited liability company
and its Managing Members

By: Rolling Acres Properties Co., a limited partnership,
its Managing Member

Initials: _____



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Seller(s):

FC/LW Vegas, LLC, a Delaware limited liability company

By: FC Vegas 20, a Nevada limited liability company
and its Managing Members

By: Rolling Acres Properties Co., a limited partnership,
its Managing Member

Initials: _____

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of the 22nd day of October, 2015 (the "Effective Date"), by and between FC/LW VEGAS, LLC, a Delaware limited liability company (hereinafter referred to as "Seller"), and WORLD INVESTMENT NETWORK, INC., a California corporation (hereinafter referred to as "Purchaser").

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Property

1.1. **Sale of Property.** Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the following:

1.1.1. **Land and Improvements.** That certain real property comprising (a) approximately 2.41 acres and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, and being more particularly depicted on the Site Plan attached hereto as Exhibit A and legally described on Exhibit A-1 attached hereto (the "South Land"), and (b) approximately 3.0 acres and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, and being more particularly depicted on the Site Plan attached hereto as Exhibit A-2 and legally described on Exhibit A-3 attached hereto (the "North Land", and together with the South Land, collectively, the "Land"), together with any improvements, structures and facilities located at, on or affixed to the Land (including, without limitation, that certain (i) bookstore having an address of 601 S. Main Street, and (ii) apartment building having an address of 629 S. Main Street) (collectively, the "Improvements");

1.1.2. **Leases.** All leases, subleases, licenses and other occupancy agreements, together with any and all amendments, modifications or supplements thereto (collectively, the "Leases") affecting the Property (as hereinafter defined), including, but not limited to, the Leases described on Schedule 1.1.2 attached hereto (the "Rent Roll"), and all prepaid rent attributable to the period following the Closing (as defined in Section 4.1 below), and subject to Section 4.2.4 below, the security deposits under such Leases (collectively, the "Leasehold Property");

1.1.3. **Real Property.** All rights and privileges appurtenant to Seller's interest in the Land and the Improvements, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants, vacation approvals, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, occupancy, operation, maintenance, beneficial use and enjoyment of the Land and the Improvements (the Land, the Improvements and all

such easements and appurtenances are sometimes collectively referred to herein as the "**Real Property**";

1.1.4. Personal Property. All personal property (including equipment, but excluding any personal computers), if any, owned by Seller and located on the Real Property as of the Effective Date; all inventory, if any, owned by Seller and located on the Real Property on the date of Closing; and all fixtures, if any, owned by Seller and located on the Real Property as of the Effective Date (collectively, the "**Personal Property**"); and

1.1.5. Intangible Property. All (a) non-exclusive logos, trademarks and trade names, if any, used or useful in connection with the Real Property (collectively, the "**Trade Names**"), but only to the extent that the same are not trademarks or trade names of Seller or any of Seller's affiliated companies, (b) service, equipment, supply, parking, construction, security, management and maintenance contracts relating to the Property and listed on Schedule 1.1.5(b) attached hereto (the "**Contracts**") which are not terminated as of the Closing Date pursuant to Section 9.6 hereof, (c) engineering, electrical, mechanical, landscape, architectural, design and/or construction plans and specifications relating to the Real Property and/or Improvements to the extent such items are in the possession or control of Seller (collectively, the "**Plans**"), and (d) guarantees, licenses, approvals, certificates, permits and warranties relating to the Real Property, Personal Property, Plans and Contracts, to the extent assignable by Seller (collectively, the "**Permits**", and together with the Trade Names, Contracts and Plans hereinafter, collectively, the "**Intangible Property**").

The Real Property, the Leasehold Property, the Personal Property, and the Intangible Property are sometimes collectively hereinafter referred to as the "**Property**". It is hereby acknowledged by the parties that Seller shall not convey to Purchaser claims relating to any real property tax refunds or rebates, existing insurance claims and any existing claims against current and previous tenants of the Property, in each case accruing for periods prior to Closing, which claims shall be reserved by Seller and which claims (other than those against previous tenants) are disclosed on Schedules 1.1.2 and 1.1.5 attached hereto and incorporated herein by this reference.

ARTICLE II.

Purchase Price

2.1. Purchase Price. The purchase price for the portion of the Property that relates to the South Land shall be Four Million Five Hundred Twelve Thousand Eight Hundred Sixteen and 00/100 Dollars (\$4,512,816.00) (the "**South Purchase Price**") and the purchase price for the portion of the Property that relates to the North Land shall be Three Million Two Hundred Sixty-Seven Thousand and 00/100 Dollars (\$3,267,000.00) the "**North Purchase Price**", and together with the South Purchase Price, the "**Purchase Price**"). The Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at Closing in the following manner:

2.1.1. South Purchase Price. Subject to the terms of this Agreement, Purchaser shall pay to Seller in cash at Closing the amount of One Million One Hundred Twenty-Eight Thousand Two Hundred Four and 00/100 Dollars (\$1,128,204.00) (the "**South Closing Date Purchase Price**"). The remaining balance of the South Purchase Price in the amount of Three Million Three Hundred Eighty-Four Thousand Six Hundred Twelve and 00/100 Dollars (\$3,384,612.00) shall be paid in accordance with the terms and conditions of a promissory note in a form reasonably acceptable to Seller and Purchaser and which shall be executed and delivered by Purchaser to Seller at Closing (the "**South Promissory Note**"). The South Promissory Note shall (a) have a term of three (3) years from the Closing Date ("**Maturity Date**"), and (b) bear interest at the rate of four and one-half percent (4 ½%) per annum for the first year, five and one-half percent (5 ½%) per annum for the second year and six and one-half percent (6 ½%) per annum for the third year, with interest payable monthly commencing on the first (1st) day of the month following the month of the Closing and continuing on the first (1st) day of each month thereafter through the Maturity Date (or such earlier date as the South Promissory Note shall be paid in full by Purchaser). There shall be no required payments of principal prior to the Maturity Date. The principal balance of the South Promissory Note may be paid, without penalty, at any time prior to the Maturity Date, but in no event later than the Maturity Date, together with all accrued and unpaid interest thereon.

2.1.2. North Purchase Price. Subject to the terms of this Agreement, Purchaser shall pay to Seller in cash at Closing the amount of Eight Hundred Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$816,750.00) (the "**North Closing Date Purchase Price**"). The remaining balance of the North Purchase Price in the amount of Two Million Four Hundred Fifty Thousand Two Hundred Fifty and 00/100 Dollars (\$2,450,250.00) shall be paid in accordance with the terms and conditions of a promissory note in the same form and upon the same terms as the South Promissory Note, which promissory note shall be executed and delivered by Purchaser to Seller at Closing (the "**North Promissory Note**"). In addition, pursuant to an escrow agreement, which shall be in a form reasonably acceptable to Seller and Purchaser (the "**Escrow Agreement**"), Purchaser shall deposit with Escrow Agent at Closing cash in the amount of One Hundred Seventy-Seven Thousand Six Hundred Forty-Three and 13/100 (\$177,643.13) from which Seller shall have the right to draw monthly interest payments owed by Purchaser to Seller pursuant to the North Promissory Note. Purchaser shall pay all fees of Escrow Agent for performing its duties under the Escrow Agreement.

2.1.3. Mortgages. Subject to the terms of this Agreement, Purchaser shall execute and deliver to Seller at Closing a first mortgage on each of the South Land (and related Improvements) and North Land (hereinafter referred to as the "**South Mortgage**" and "**North Mortgage**", respectively, and collectively, as the "**Mortgages**"). The Mortgages shall each be in a form reasonably acceptable to Purchaser and Seller, and will provide security for the timely, full and faithful performance of Purchaser's obligations under the South Promissory Note and North Promissory Note (collectively, the "**Promissory Notes**"). The Promissory Notes will be cross-defaulted with one another and the Mortgages shall be cross-collateralized and cross-defaulted with one another.

2.1.4. Release of Mortgages. The Mortgages shall contain the following lien release provisions:

(a) **South Mortgage.** Upon payment to Seller of principal in the aggregate amount of Two Million One Hundred Thousand and 00/100 Dollars (\$2,100,000.00) plus all accrued and unpaid interest on the South Promissory Note, Seller agrees to promptly cause to be released from the South Mortgage, at Purchaser's option by written notice to Seller, either parcels A, B and C or parcels D through I, inclusive, as depicted on Exhibit A. The remaining parcels not so released shall be released only upon payment in full of the unpaid balance owed under the South Promissory Note; and

(b) **North Mortgage.** Seller agrees to release from the North Mortgage one or more individual whole parcels, but in no event less than a whole parcel, as depicted on Exhibit A-2, upon the payment to Seller of (i) a principal amount equal to the square footage of the parcel(s) to be released multiplied by \$30.00 per square foot, plus (ii) all accrued and unpaid interest on the North Promissory Note. Purchaser shall notify Seller in writing designating the specific parcel(s) it desires to be released and, following payment to Seller as aforesaid, Seller agrees to promptly cause such parcel(s) to be released from the North Mortgage.

ARTICLE III.

Deposit

3.1 Deposit. Within three (3) business days after the mutual execution of this Agreement, Purchaser shall deliver, by wire transfer or bank or cashier's check, at Purchaser's election, an amount equal to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "**Deposit**") with First American Title Insurance Company located at 1600 West 2nd Street, Suite 700, Cleveland, Ohio 44113 (the "**Escrow Agent**"), in immediately available federal funds. The proceeds of the Deposit shall be deposited and held by Escrow Holder as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement, and shall be credited against the Purchase Price if the transaction closes. By its execution hereof, the Escrow Agent shall confirm and acknowledge receipt of the Deposit.

3.2. Intentionally Omitted.

3.3. Application of Deposit. If the Closing occurs, the Deposit shall be paid to Seller and credited against the Purchase Price at Closing. If the Closing does not occur in accordance with the terms hereof, the Deposit shall be held and delivered as hereinafter provided.

3.4. Interest on Deposit. The Deposit shall (i) be held in an interest-bearing escrow account by Escrow Agent with First American Trust, F.S.B., and (ii) include any interest earned thereon. To allow the interest bearing account to be opened, Purchaser shall provide Escrow Agent with a completed W-9 form. All interest accruing on the Deposit shall be held for the account of Purchaser.

3.5. Escrow Agent. Escrow Agent is executing this Agreement to acknowledge Escrow Agent's responsibilities hereunder, which may be modified only by a written amendment signed by all of the parties. Any amendment to this Agreement that is not signed by Escrow Agent shall be effective as to the parties thereto, but shall not be binding on Escrow Agent. Escrow Agent shall accept the Deposit with the understanding of the parties that Escrow Agent is not a party to this Agreement except to the extent of its specific responsibilities hereunder, and does not assume or have any liability of the performance or non-performance of Purchaser or Seller hereunder to either of them. Additional provisions with respect to the Escrow Agent are set forth in Section 16.17 hereof.

ARTICLE IV.

Closing, Prorations and Closing Costs

4.1. Closing. The closing of the purchase and sale of the Property (the "Closing") shall occur on or, at Purchaser's election, before, the date that is thirty (30) days after the expiration of the Feasibility Period or Purchaser's earlier waiver of the same (the "Closing Date"). The Closing shall take place through the Escrow Agent, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to the Escrow Agent and available on the Closing Date, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

4.2. Prorations. All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise specifically set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. The provisions of Section 4.2 shall survive the Closing.

4.2.1. Taxes. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Seller shall pay all real estate and personal property taxes and special assessments attributable to the Property to, but not including, the Closing Date. If the real estate and/or personal property tax rate and assessments have not been set for the year in which the Closing occurs, then the proration of such taxes shall be based upon the rate and assessments for the preceding tax year and such proration shall be adjusted in cash between Seller and Purchaser upon presentation of written evidence that the actual taxes paid for the year in which the Closing occurs differ from the amounts used in the Closing in accordance with the provisions of Section 4.2.5 hereof. All taxes imposed due to a change of use of the Property after the Closing Date shall be paid by Purchaser. If any taxes which have been prorated shall subsequently be reduced by abatement, the amount of such abatement, less the cost of obtaining the same and after deduction of sums payable to tenants under Leases or expired or terminated Leases, shall be equitably apportioned between the parties hereto. To the extent Seller is currently undertaking a tax protest or similar action in an effort to obtain a reduction or

abatement of the real estate taxes (a "**Tax Protest**"), the status of the Tax Protest is set forth on Schedule 4.2.1 attached hereto.

4.2.2. Insurance. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Purchaser shall be obligated (at its own election) to obtain any insurance coverage deemed necessary or appropriate by Purchaser as of the Closing Date.

4.2.3. Utilities. Purchaser and Seller hereby acknowledge and agree that the amounts of all telephone, electric, sewer, water and other utility bills, trash removal bills, janitorial and maintenance service bills and all other operating expenses relating to the Property and allocable to the period prior to the Closing Date shall be determined and paid by Seller before Closing, if possible, or shall be paid thereafter by Seller or adjusted between Purchaser and Seller immediately after the same have been determined. Seller shall attempt to have all utility meters read on the Closing Date. Purchaser shall cause all utility services to be placed in Purchaser's name as of the Closing Date. If permitted by the applicable utilities, all utility deposits in Seller's name shall be assigned to Purchaser as of the Closing Date and Seller shall receive a credit therefor at Closing.

4.2.4. Rents. Rents (including, without limitation, estimated pass-through payments, payments for common area maintenance reconciliations and all additional charges payable by tenants under the Leases, including, without limitation, percentage rents to the extent applicable) (collectively, "**Rents**") collected by Seller prior to Closing shall be prorated as of the Closing Date. During the period after Closing, Purchaser shall deliver to Seller any and all Rents accrued but uncollected as of the day prior to the Closing Date to the extent subsequently collected by Purchaser. For a period of ninety (90) days after Closing, Seller shall have the right to proceed against existing tenants at the Property for unpaid Rents allocable to the period of Seller's ownership of the Property but shall in no event seek to evict such tenants. There shall be no such time restriction with respect to former tenants. The amount of any unapplied security deposits and other deposits under the Leases held by Seller in cash at the time of Closing shall be credited against the Purchase Price; accordingly, Seller shall retain the actual cash deposits.

4.2.5. Calculations. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire Closing Date. All such prorations shall be made on the basis of the actual number of days of the year which shall have elapsed as of the Closing Date and a three hundred sixty five (365) day year. The amount of such prorations shall be initially calculated at least five (5) business days prior to Closing but shall be subject to adjustment in cash after the Closing as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Purchaser agree to cooperate and use their best efforts to make such adjustments no later than ninety (90) days after the Closing. Except as set forth in this Section 4.2, all items of income and expense which accrue for the period prior to the Closing will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing will be for the account of Purchaser.

4.2.6. Leasing Costs. For purposes of this Agreement: (i) the term "Existing Leases" shall mean each of the Leases which are in effect as of the Effective Date; (ii) the term "New Leases" shall mean any Lease entered into after the Effective Date but prior to the Closing; and (iii) the term "Modifications" shall mean any renewals, extensions or amendments to Leases. Except as otherwise expressly set forth herein, Seller shall be responsible for all costs associated with the Leases, including, without limitation, tenant improvement costs, tenant relocation costs, leasing and brokerage commissions and other leasing costs granted or to be paid under Existing Leases and New Leases; **provided, however,** all leasing commissions and leasing costs (whether in the Leases, brokerage agreements or any other source) disclosed to Purchaser which are attributable to existing options in the Leases, to the extent such options are exercised after the Closing, shall be paid by Purchaser.

4.2.7. Prepaid Items. Any prepaid items, including, without limitation, Rent, fees for licenses which are transferred to Purchaser at the Closing and annual permit and inspection fees shall be apportioned between Seller and Purchaser at the Closing.

4.3. Closing and other Costs. Seller shall pay (a) the cost of a standard ALTA owner's title policy; (b) one-half (1/2) of all escrow fees and costs; (c) one-half (1/2) of all transfer taxes associated with the transfer of the Real Property; (d) all recording fees for the Deed (as defined in Section 11.2.1) and documents necessary to remove Title Objections (as defined in Section 6.1); (e) delinquent property taxes and assessments (if any); and (f) Seller's share of prorations. Purchaser shall pay (i) with respect to the title policy, all costs related to title policy endorsements and extended coverage requested by Purchaser (but excluding endorsements to be obtained by Seller to address any Purchaser Title Objections under Section 6.1); (ii) the cost of any Survey (as defined in Section 6.1); (iii) other than those described in Section 4.3(d) above, all document recording charges and documentary fees, including those relating to the Notes and Mortgages; (iv) one-half (1/2) of all transfer taxes associated with the transfer of the Real Property; (v) one-half (1/2) of all escrow fees and costs; and (vi) Purchaser's share of prorations. Except as provided below, Purchaser and Seller shall each pay their own respective legal and professional fees. Purchaser shall pay one hundred percent (100%) of all costs of Purchaser's due diligence, including fees due its consultants and all costs and expenses of any new or updated Phase I or other environmental studies which Purchaser desires to obtain with respect to the Property. Purchaser shall reimburse Seller for all of Seller's "out-of-pocket" costs and expenses relating to the Notes and Mortgages, including reasonable outside counsel fees and expenses relating to the preparation of the Notes and Mortgages, provided, however, such costs and expenses shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00). All other costs and expenses shall be allocated between Purchaser and Seller in accordance with the customary practice of Clark County, Nevada or as may otherwise be provided in this Agreement.

ARTICLE V.

Purchaser's Right of Inspection; Feasibility Period

5.1. Right to Evaluate. Commencing on the Effective Date and continuing until 5:00 p.m. Pacific time on November 30, 2015 (the "Feasibility Period"), Purchaser and its

agents shall have the right during business hours (with reasonable advance notice to Seller and subject to the rights of tenants in possession), at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate, in its sole and absolute discretion; provided, however, that in no event shall (i) such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property or the rights of the tenants at the Property, (ii) Purchaser or its agents or representatives conduct any invasive physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, "**Physical Testing**"), without Seller's prior written consent, which consent may be given or withheld in Seller's sole discretion, or (iii) Purchaser or its agents or representatives conduct interviews with any tenants or other occupants of the Property (other than the Bookstore Tenant, as such term is defined in Section 10.2.4).

Seller shall cooperate with Purchaser's investigations of the Property, including providing Purchaser and its agents reasonable access to Seller's representatives (including the Property manager) to ask questions and make inquiries and investigations. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any such inspection, provided Seller or its agents do not unreasonably interfere with such inspections.

In the event Purchaser desires to conduct any Physical Testing of the Property, then Purchaser shall submit to Seller, for Seller's approval, a written detailed description of the scope and extent of the proposed Physical Testing, which approval may be given or withheld in Seller's sole discretion. If Seller does not approve the Physical Testing or approves only a portion thereof or fails to provide notice of grant or denial within five (5) business days following Purchaser's request, Purchaser may, at its option, by sending written notice to Seller, elect to, either (i) terminate this Agreement or (ii) conduct during the Feasibility Period that portion of the Physical Testing approved by Seller, if any, or if Seller disapproves the entire proposed Physical Testing, affirmatively agree to forego any Physical Testing of the Property. In the event Purchaser terminates this Agreement as aforesaid, the Deposit shall be promptly refunded to Purchaser and this Agreement shall terminate and be of no further force and effect other than the Surviving Termination Obligations (as hereinafter defined). In no event shall Seller be obligated, as a condition of this transaction, to perform or pay for any environmental remediation of the Property recommended by any such Physical Testing. After making such tests and inspections, Purchaser agrees to promptly restore the Property to substantially the same condition the Property was in prior to such tests and inspections, subject to reasonable wear and tear arising from such Physical Testing (which obligation shall survive any termination of this Agreement). Notwithstanding the foregoing and anything herein to the contrary, in no event shall Purchaser be obligated to perform any environmental remediation of the Property recommended by any such Physical Testing prior to Closing.

Prior to Purchaser entering the Property to conduct the inspections and tests described above, Purchaser shall obtain and maintain during the term of this Agreement, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and

maintain, and, upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and tests.

5.2. Inspection Obligations and Indemnity. In connection with Purchaser's inspection and permitted Physical Testing of the Property, Purchaser and its agents and representatives shall: (a) not unreasonably disturb the tenants or other occupants of the Improvements or interfere with their use of the Real Property pursuant to their respective Leases; (b) not unreasonably interfere with the operation and maintenance of the Real Property; (c) not damage any part of the Property, except as reasonably necessary to conduct the Physical Testing, or damage any personal property owned or held by any tenant; (d) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees, or any tenant; (e) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (f) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (g) restore the Improvements and the surface of the Real Property to substantially the same condition in which the same was found before any such inspection or tests were undertaken, subject to reasonable wear and tear arising from such inspection; and (h) not reveal or disclose any information obtained during the Feasibility Period concerning the Property to anyone outside Purchaser's organization other than its agents, attorneys, lenders, consultants and representatives, except to the extent required by law or pursuant to judicial or administrative mandate. Purchaser shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting its inspection of the Property, including any approved Physical Testing.

Purchaser shall, and does hereby agree to indemnify, defend and hold Seller, its members, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) to the extent arising solely out of Purchaser's or Purchaser's agents' actions taken in, on or about the Property in the exercise of the rights granted pursuant to Section 5.1; provided, however, in no event shall Purchaser be liable in any manner or have any indemnification or remediation obligation to Seller for the mere uncovering or discovery of any condition(s) at the Property. Purchaser's indemnification, defense and hold harmless obligations shall not apply to any liabilities arising from Seller's negligence, willful or wanton misconduct or Pre-Existing Conditions, except to the extent such Pre-Existing Conditions were exacerbated due to Physical Testing by Purchaser or Purchaser's agents. "**Pre-Existing Conditions**" means any and all contamination located at, on or beneath the Land, including without limitation contamination of soils, surface water and groundwater, existing at the time of the Physical Testing. Seller advises Purchaser that various types of contamination may exist on or under the Land as a result of the historical use of the Land and/or land adjoining or in the vicinity of the Land and shall take, or cause Purchaser's agents to take, appropriate precautions in connection with any Physical Testing.

This Section 5.2 shall survive the Closing or any earlier termination of this Agreement; provided, however, Seller must notify Purchaser in writing of any claim for which it is seeking indemnification from Purchaser under this Section 5.2 within sixty (60) days of obtaining knowledge of such claim.

5.3. Seller Deliveries. Seller, at its sole cost and expense, shall deliver to Purchaser via electronic mail (to the extent practical) or if not practical, otherwise as permitted in Section 16.1, all of the items specified on Exhibit B attached hereto (the "Documents"), within ten (10) business days after the Effective Date and, thereafter, during the pendency of this Agreement, with updates of such Documents if additional material information relating to such Documents becomes available, to the extent such items are in Seller's possession or control or in the possession or control of Seller's Property manager; provided, however, except as otherwise expressly set forth in Section 7.1 hereof, Seller makes no representations or warranties of any kind regarding the accuracy, thoroughness or completeness of or conclusions drawn in the information contained in such Documents, if any, relating to the Property. Notwithstanding anything contained in the preceding sentence, Seller shall not deliver or make available to Purchaser Seller's strictly internal memoranda, attorney-client privileged materials, internal appraisals and economic evaluations of the Property, and reports regarding the Property prepared by Seller or its affiliates solely for internal use or for the information of the investors in Seller. Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in materials so furnished and any and all claims arising out of any duty of Seller to acquire, seek or obtain such materials except to the extent such duty expressly exists under this Agreement. The provisions of the last sentence of this Section 5.3 shall survive Closing or any earlier termination of this Agreement.

5.4. Independent Examination. Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller (excluding the matters expressly represented by Seller in Article VII hereof) or of any officer, director, employee, agent or attorney of Seller with respect to acquiring the Property. The provisions of this Section 5.4 shall survive Closing or any earlier termination of this Agreement.

5.5. Feasibility Period Termination Right. In the event that Purchaser determines that it does not desire to acquire the Property for any reason or no reason, Purchaser shall provide written notice of such determination to Escrow Agent and Seller on or before the end of the Feasibility Period, and, subject to the Surviving Termination Obligations (as defined in Section 16.12 herein), this Agreement shall terminate, the Deposit shall be delivered to Purchaser without the need for any additional documentation and thereupon neither party shall have any further rights or obligations to the other hereunder. If Purchaser shall fail to timely notify Seller in writing of its election to terminate this Agreement on or before the expiration of the Feasibility Period, time being of the essence, the termination right described in this Section 5.5 shall be immediately null and void and of no further force or effect. Purchaser's failure to provide such notice on or before the end of the Feasibility Period shall constitute Purchaser's waiver of the termination right described in this Section 5.5.

5.6 Vacations. Purchaser acknowledges receipt of a copy of (a) two notices, each dated April 6, 2007 (the "**Vacation Notices**"), of the approval by the City Council of the City of Las Vegas, of the vacation of sections of public rights-of-way within or adjacent to the Real Property comprising the South Land (the "**Vacations**"), and (b) notices of extensions of the approved Vacations. The Vacations (referred to in the Vacation Notices as "VAC-19234" and "VAC-30172") are subject to various conditions outlined in the Vacation Notices. Purchaser acknowledges that the actual recording of an "**Order of Vacation**" for each Vacation shall not occur until all of the conditions of approval have been met and agrees that the recording of such Orders of Vacation shall not be a condition precedent to Closing.

5.7 Owner Participation Agreement. Purchaser acknowledges receipt of a copy of that certain Owner Participation Agreement, dated December 2, 2009 (the "**OPA**") by and between Livework, LLC, FC Vegas 20, LLC and FC Vegas 39, LLC (collectively, "**Developer**"), on the one hand, and The City of Las Vegas Redevelopment Agency (the "**Agency**"), on the other. Seller is the successor-in-interest to Developer. The OPA sets forth the terms and conditions pursuant to which the Agency would be willing to reimburse Seller, as successor to Developer, to a portion of the incremental increase in property taxes generated by the redevelopment of the Real Property and other land owned by Seller within the Site (as such term is defined in the OPA). Upon the written request of Purchaser, Seller shall use commercially reasonable efforts to obtain the consent of the Agency to an assignment of Seller's right, title and interest in the OPA solely as it relates to the Real Property. Subject to such Agency consent, Seller agrees to provide such assignment at the Closing upon terms to be reasonably approved by Seller and Purchaser. Any such Agency consent to the assignment by Seller shall not be a condition precedent to Closing.

ARTICLE VI.

Title and Survey Matters

6.1. Title and Survey. Within five (5) calendar days following the Effective Date, Seller shall cause First American Title Insurance Company (the "**Title Company**") to issue a title commitment (the "**Title Commitment**"), including legible copies (to the extent available) of title exception documents, to Purchaser. Purchaser, at its sole cost and expense, may order an ALTA survey of the Real Property (the "**Survey**"), at Purchaser's sole discretion. Purchaser shall instruct the surveyor to deliver a copy of the Survey, if any, to Seller simultaneously with its delivery to Purchaser. If Purchaser elects to obtain a Survey, then the final legal description of the Real Property will be determined by such Survey. The legal description delivered to Escrow Agent will then be the legal description for the Real Property for use in the Deed provided by Seller to Purchaser at the Closing. If Purchaser does not elect to obtain the ALTA survey, then the legal description in the Title Commitment shall control. Purchaser shall have until ten (10) days after the later of the date of receipt of the Title Commitment or the Survey (the "**Title Objection Period**"), to give Seller written notice (the "**Title Objection Notice**") as to what exceptions to title, if any, Purchaser will not accept in Purchaser's sole and absolute discretion ("**Title Objections**"). Seller shall have five (5) business days after receipt of Purchaser's Title Objections to give Purchaser written notice: (i) that it shall take such actions as may be reasonably necessary to remove, cure or insure around all of the Title Objections prior to

closing (the “**Seller Cure Period**”); or (ii) that Seller elects not to cause all or some of such Title Objections to be removed. If Seller gives Purchaser notice under clause (ii), or if Seller gives Purchaser notice under clause (i) but fails to remove, cure or otherwise insure around all of the Title Objections within the Seller Cure Period, Purchaser shall have five (5) business days after (x) the expiration of the Seller Cure Period if Seller gives Purchaser notice under clause (i), and (y) receipt of Seller’s notice if Seller gives Purchaser notice under clause (ii), to give written notice to Seller electing to either (1) proceed with the purchase of the Property subject to such Title Objections, or (2) terminate this Agreement, failing which Purchaser shall conclusively be deemed to have elected option (2) above. Those items or matters revealed by the Title Commitment and/or Survey which are not timely objected to or which are timely objected to but subsequently waived in writing by Purchaser are referred to individually herein as a “**Permitted Exception**” and collectively as the “**Permitted Exceptions.**” Notwithstanding any other provision of this Agreement or any objection by Purchaser, the Permitted Exceptions shall include (a) all non-delinquent property taxes and assessments, (b) the rights of tenants on the Property under Leases, and (c) all matters created by or on behalf of Purchaser, including, without limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser. Notwithstanding the foregoing, any new title information received by Seller or Purchaser after the expiration of the Title Objection Period or Seller’s Cure Period, as applicable, from a supplemental title report or other source which is not the result of the acts or omissions of Purchaser or its agents, contractors or invitees (each a “**New Title Matter**”) shall be subject to the same procedure provided in this Section 6.1 (and the Closing Date shall be extended commensurately if the Closing would have occurred but for those procedures being implemented for a New Title Matter), except that the Title Objection Period and Seller’s Cure Period for any New Title Matters shall be five (5) business days each. The Closing shall be delayed as needed to accommodate such additional time periods or as otherwise needed for purposes of this Section 6.1.

6.2. Governmental Applications. Without Seller’s prior written consent, prior to Closing, Purchaser shall not make any application to any governmental agency for any permit, approval, license or other entitlement for the Property or the use or development thereof.

ARTICLE VII.

Representations and Warranties of Seller

7.1. Seller’s Representations. Seller represents and warrants that the following matters are true and correct as of the Effective Date with respect to the Property:

7.1.1. Authority. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject. All documents which are to be executed by Seller and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Seller, (b) be legal, valid and binding obligations of

Seller, and (c) not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

7.1.2. Bankruptcy or Debt of Seller. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally. Seller has received no written notice of (a) the filing of an involuntary petition by Seller's creditors, (b) the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, or (c) the attachment or other judicial seizure of all, or substantially all, of Seller's assets.

7.1.3. Foreign Person. Seller is not a foreign person within the meaning of Section 1445(f) of the Internal Revenue Code, and Seller agrees to execute any and all documents necessary or required by the Internal Revenue Service or Purchaser in connection with such declaration(s).

7.1.4. No Other Agreements. Other than this Agreement or as may be contained in any matters of record, Seller has not entered into any outstanding written agreements, options, rights of first refusal, conditional sales agreements or other agreements or arrangements regarding the purchase and sale of the Property or any interest therein.

7.1.5. Intentionally omitted.

7.1.6. No Possessory Rights. Except as disclosed in the Rent Roll, the Title Commitment, or otherwise disclosed in writing by Seller to Purchaser prior to Closing, there are no outstanding leases or tenancies for, or parties in possession of, any part of the Real Property, and there are no other rights of possession to the Real Property, or any portion thereof, which have been granted to any third party or parties.

7.1.7. Litigation. There is no litigation, arbitration or other legal or administrative suit, action, proceeding, investigation or claim pending or, to Seller's knowledge, threatened against or involving the Property or any part thereof, or Seller in relation to the Property (including, without limitation, any proceedings in condemnation or eminent domain).

7.1.8. Violations. Except as shown in the Documents or any other materials or documents identified, delivered or otherwise made available to Purchaser, Seller has received no written notice issued by any governmental authority having jurisdiction over the Property of any violations of, or non-compliance with, any applicable law with respect to the ownership, use, maintenance, condition and operation of the Property which has not been corrected, including any violations of the Americans with Disabilities Act. Notwithstanding the foregoing representation and warranty, the knowledge, if any, of Seller's past or current tenants shall not be imputed to Seller unless Seller shall have actual knowledge thereof.

7.1.9. Employment. Seller has no employees at the Property.

7.1.10. ERISA. Seller hereby represents and warrants to Purchaser that (a) Seller is not a “plan” nor a plan “fiduciary” nor an entity holding “plan assets” (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, “ERISA”) nor an entity whose assets are deemed to be plan assets under ERISA and (b) the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Purchaser shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Seller’s representation is found to be false or misleading in any respect.

7.1.11. Terrorist Organization Lists. Seller is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

7.1.12. Bookstore Tenant Lease. The Bookstore Tenant Lease (a) is in full force and effect, and (b) to the extent not otherwise disclosed to Purchaser pursuant to Section 5.3, has not been extended, renewed, modified or amended.

7.1.13. Leases. All Leases are free from pending and, to Seller's actual knowledge, threatened defaults, claims or setoffs by the tenants thereof.

7.1.14. Contracts. All Contracts are free from pending, and to Seller's actual knowledge, threatened defaults or claims by the other party to each such Contract.

7.2. Seller’s Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrases “to Seller’s knowledge” or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, without any independent investigation having been made or any implied duty to investigate, and not any implied, imputed or constructive knowledge of Eric Louttit and/or Michael Mikula (collectively, the “Asset Managers”). Seller hereby represents and warrants that the Asset Managers have the appropriate knowledge of all of the matters relating to the Property hereunder.

7.3. Change in Representation and Termination Right. Notwithstanding anything to the contrary contained in this Agreement, Purchaser acknowledges that Purchaser shall not be entitled to rely on any representation or warranty made by Seller in this Article VII to the extent, prior to or at Closing, Purchaser shall have or obtain actual knowledge of any information that was contradictory to such representation or warranty; provided, however, if Purchaser (a) determines prior to Closing that there is a breach of any of the representations and warranties made by Seller above, or (b) after the Feasibility Period and prior to Closing learns of any undisclosed or new (i) legal proceedings or administrative actions, or (ii) violations of existing laws, ordinances, regulations and

building codes that could reasonably give rise to a liability of more than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in the aggregate, then Purchaser may, at its option, by sending to Seller at or prior to Closing written notice of its election to do so, (A) terminate this Agreement, or (B) waive such breach and/or condition and proceed to Closing with no adjustment to the Purchase Price, except as may be agreed in writing by Seller and Purchaser, and Seller shall have no further liability as to such matter thereafter. In the event Purchaser terminates this Agreement for the reasons set forth above, the Deposit (and any interest earned thereon) shall be promptly refunded to Purchaser and Seller shall promptly reimburse Purchaser for its verifiable out-of-pocket costs incurred in connection with this Agreement up to an amount not exceeding Twenty-Five Thousand Dollars (\$25,000.00), and neither Purchaser nor Seller shall thereafter have any other rights or remedies hereunder other than under Section 16.12 hereof. In furtherance thereof, Seller shall have no liability with respect to any of the foregoing representations and warranties or any representations and warranties made in any other document executed and delivered by Seller to Purchaser, to the extent that, prior to the Closing, Purchaser discovers or learns of information (from any source whatsoever, including, without limitation, the Asset Managers, as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or disclosure by Seller or Seller's agents and employees) that contradicts any such representations and warranties, or renders any such representations and warranties untrue or incorrect, and Purchaser nevertheless consummates the transaction contemplated by this Agreement.

7.4. Survival. The express representations and warranties made in this Agreement by Seller shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter such representations and warranties (except for the representation and warranty set forth in Section 7.1.10) shall be void and of no force or effect. The representation and warranty set forth in Section 7.1.10 hereof shall survive Closing without limitation.

ARTICLE VIII.

Representations and Warranties of Purchaser

8.1. Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date.

8.1.1 Authority. Purchaser is a California corporation, duly incorporated, validly existing and in good standing under the laws of the State of California. This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject. All documents which are to be executed by Purchaser and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Purchaser, (b) be legal, valid and binding obligations of Purchaser, and (c) not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

8.1.2. Bankruptcy or Debt of Purchaser. Purchaser has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

8.1.3. ERISA Compliance. Purchaser hereby represents and warrants to Seller that (a) Purchaser is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA, and (b) Purchaser is acquiring the Property for Purchaser's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Purchaser's representation is found to be false or misleading in any respect.

8.1.4. Terrorist Organization Lists. Purchaser is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Purchaser is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

8.2. Purchaser's Acknowledgment and Release of Seller.

(a) **As Is.** Purchaser acknowledges and agrees that it is purchasing Property on its own inspection and examination thereof, in an "**AS IS**" physical condition and in an "**AS IS**" state of repair, and except as expressly contained in the Deed (as defined in Section 11.2.1 below) and/or General Assignment (as defined in Section 11.1.2) to be delivered at the Closing and Seller's representations (as set forth in Section 7.1 hereof), Purchaser hereby waives, and Seller disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, direct or indirect, oral or written, including, by way of description, but not limitation, those of habitability, fitness for a particular purpose, and use. Without limiting the generality of the foregoing. Purchaser expressly acknowledges that, except as otherwise provided in Seller's representations in this Agreement, Seller makes no representations or warranties concerning, and hereby expressly disclaims any representations or warranties concerning: (i) the value, nature, quality or condition of the Property; (ii) any restrictions related to development of the Property; (iii) the applicability of any governmental

requirements; (iv) the suitability of the Property for any purpose whatsoever; (v) the presence in, on, under or about the Property of any Hazardous Material or any other condition of the Property which is actionable under any Environmental Laws; (vi) compliance of the Property or any operation thereon with the laws, rules, regulations or ordinances of any applicable governmental body; (vii) the presence or absence of, or the potential adverse health, economic or other effects arising from, any magnetic, electrical or electromagnetic fields or other conditions caused by or emanating from any power lines, telephone lines, cables or other facilities, or any related devices or appurtenances, upon or in the vicinity of the Property; or (viii) the presence or absence of radon gas within the Property.

As used herein, "Hazardous Materials" shall mean, collectively, any chemical, material, substance or waste which is or hereafter becomes defined or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "toxic substances," "pollutant" or "contaminant," or words of similar import, under any Environmental Law, and any other chemical, material, substance, or waste, exposure to, disposal of, or the release of which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority or otherwise poses an unacceptable risk to public health, welfare or the environment.

As used herein, "Environmental Laws" shall mean all applicable local, state and federal environmental rules, regulations, statutes, laws and orders, as amended from time to time relating to the public health, safety, welfare or the environment, including, but not limited to, all such rules, regulations, statutes, laws and orders regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment, including, without limitation, Chapter 459 of the Nevada Revised Statutes and the Comprehensive Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq), as amended by the Superfund Amendments and Reauthorization Act of 1986.

(b) Release. Purchaser agrees that, except for a breach of Seller's representations in Section 7.1 hereof, Seller shall not be responsible or liable to Purchaser for any condition affecting the Property because Purchaser is purchasing the Property AS-IS, WHERE-IS, and WITH ALL FAULTS. Purchaser, or anyone claiming by, through or under Purchaser pursuant to an assignment of this Agreement by Purchaser or any transfer of the Property by Purchaser after Closing to an affiliate of Purchaser, hereby fully releases Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents from and irrevocably waives its right to maintain any and all claims and causes of action that it may now have or hereafter acquire against Seller, its managers, members, partners, employees, officers, directors,

shareholders, affiliates, representatives, consultants and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions affecting the Property, except to the extent that such loss or other liability results from a breach of Seller's representations or warranties in this Agreement. Purchaser hereby waives any Environmental Claim which it now has or in the future may have against Seller. The foregoing release and waiver shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

As used herein, "Environmental Claim" shall mean any claim, action, cause of action, suit, or demand Purchaser has or may have against Seller concerning the Property, or any part thereof, pursuant to applicable Environmental Laws.

(c) Bargaining Position. Purchaser acknowledges, represents and warrants that Purchaser is not in a significantly disparate bargaining position with respect to Seller in connection with the transaction contemplated by this Agreement; that Purchaser freely and fairly agreed to the provisions of this Section 8.2 as part of the negotiations for the transaction contemplated by this Agreement; that Purchaser is represented by legal counsel in connection with this transaction and Purchaser has conferred with such legal counsel concerning this waiver.

(d) Survive Closing. The provisions of this Section 8.2 shall survive the Closing and the delivery of the Deed to Purchaser.

8.3. Survival. The express representations and warranties made in this Agreement by Purchaser shall not merge into any instrument of conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties (except for the representation and warranty set forth in Section 8.1.3) shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect. The representation and warranty set forth in Section 8.1.3 hereof shall survive Closing without limitation.

ARTICLE IX.

Seller's Interim Operating Covenants

9.1. Operations. During the period from the Effective Date until Closing, Seller shall, in accordance with existing business practices, manage, maintain and operate the Property. Seller shall not make any material change in its normal and customary billing practices and shall not knowingly take any action that is likely to materially and adversely impact the existing zoning approvals for the Property without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion.

9.2. Maintain Insurance. Seller shall maintain in full force and effect until the Closing Date its existing insurance coverages (as of the Effective Date).

9.3. Personal Property. Seller shall not transfer or remove any Personal Property from the Improvements after the Effective Date except for repair or replacement thereof. Any items of Personal Property replaced after the Effective Date shall be promptly installed prior to Closing and shall be of at least substantially similar quality to the item of Personal Property being replaced.

9.4. Conveyances. Except for the execution of New Leases and Modifications pursuant to Section 9.5, Seller shall not convey any interest in the Property to any third party.

9.5. Tenant Leases. Seller may, from and after the Effective Date, (i) grant any consent or waive any material rights under any Lease, (ii) terminate any Lease, or (iii) enter into a New Lease or Modification, in each case without the prior approval of Purchaser. Seller shall promptly deliver to Purchaser signed copies of any of the foregoing. Purchaser hereby acknowledges and agrees that Seller may apply any security deposits toward any delinquent rental payments or any other amounts due under any Leases. In no event shall the application of any tenant's security deposit as aforesaid result in any modification of the Purchase Price so long as, prior to Closing, Seller uses commercially reasonable efforts to cause such tenant to replace the security deposit as required by the terms of such tenant's Lease. Notwithstanding the foregoing, Seller shall not terminate prior to its expiration date or agree to enter into any Modification of the Lease for the Bookstore Tenant (as defined in Section 10.2.4) without the prior written consent of Purchaser.

9.6. Cancellation of Contracts. Within five (5) days after the expiration of the Feasibility Period, Purchaser shall send written notice to Seller of the Contracts it desires to be assigned by Seller to Purchaser as of the Closing Date. To the extent such Contracts are assignable, Seller shall assign such Contracts to Purchaser as of the Closing Date. All other Contracts, including those not capable of being assigned by Seller to Purchaser pursuant to their terms, shall be terminated by Seller. To the extent such Contracts are terminable as of the Closing Date, Seller shall terminate the services thereunder as of the Closing Date at Seller's sole cost and expense. To the extent that such Contracts, by their terms, are not terminable as of the Closing Date, Seller shall send notices of termination to the service providers to terminate such Contracts as of the earliest possible date and Purchaser shall assume the obligations of Seller under such Contracts at Closing. Seller shall not alter, amend or become a party to any new Contract unless the Contract is terminable within thirty (30) days after the Closing and such termination can occur without penalty or other cost to Purchaser. Seller advises Purchaser, and Purchaser acknowledges, that the current property management agreement with Greystar covers the Property and other adjoining real property owned by Seller. Accordingly, and notwithstanding anything herein to the contrary, such property management contract shall neither be terminated nor assigned to Purchaser. Seller shall, as of the Closing Date, cause such Contract to be amended such that it shall no longer apply to the Property and Purchaser shall have no liability for any fees or charges thereunder.

ARTICLE X.

Closing Conditions

10.1. Conditions to Obligations of Seller. The obligations of Seller under this Agreement to sell the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing.

10.1.1. Representations, Warranties and Covenants of Purchaser. All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Any changes to such representations disclosed by Purchaser pursuant to Section 11.1.5 shall be acceptable to Seller, and Purchaser shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by Purchaser prior to the Closing Date.

10.1.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.1.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Seller before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Seller or any of its affiliates in connection with the transactions contemplated by this Agreement.

10.2. Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement to purchase the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent that any of such conditions may be waived by Purchaser in writing at Closing.

10.2.1. Representations, Warranties and Covenants of Seller. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Any changes to such representations disclosed by Seller pursuant to Section 11.2.5 shall be acceptable to Purchaser, and Seller shall have performed and complied in all material respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.2.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.2.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Purchaser before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Purchaser in connection with the transactions contemplated by this Agreement.

10.2.4. Tenant Estoppels. In no event shall Seller be required hereunder to provide to Purchaser any estoppel certificate or similar document from any tenant or other occupant of the Property; notwithstanding the foregoing, Seller shall, not later than five (5) business days following the expiration of the Feasibility Period, as a condition precedent to Closing, provide an estoppel from the bookstore tenant located at 601 S. Main St. (the "Bookstore Tenant") and, if applicable, each guarantor of such Lease, substantially in the form attached hereto as Exhibit D. Purchaser shall have the right to waive this requirement in its sole and absolute discretion.

10.2.5. Title Policy. Upon recordation of the Deed and payment of the title insurance premiums, the Title Company shall be irrevocably committed to issue to Purchaser an Extended Owner's Policy of Title Insurance, at least in the amount of the Purchase Price, together with all approved endorsements (collectively, "Title Policy") insuring Purchaser as the fee owner of the Property, subject only to the Permitted Exceptions, and receipt by the Title Company from Seller of any title affidavit required by the Title Company for the issuance of the Title Policy.

10.2.6. Possession of the Property. Delivery by Seller of possession of the Property, subject to all matters of record and the rights of tenants under the Existing Leases and New Leases, if any.

ARTICLE XI.

Closing

11.1. Purchaser's Closing Obligations. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following:

11.1.1. The South Closing Date Purchase Price and North Closing Date Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Title Company at or before 12:00 noon Pacific time on the day of the Closing.

11.1.2. Two (2) counterparts of a blanket conveyance and bill of sale, substantially in the form attached hereto as Exhibit I (the “**General Assignment**”), duly executed by Purchaser, conveying and assigning to Purchaser the Personal Property, the Leases, and the Intangible Property (but excluding the terminated Contracts).

11.1.3. Evidence reasonably satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power and authority to do so.

11.1.4. Written notice executed by Purchaser and addressed to the tenants, (i) acknowledging the sale of the Property to Purchaser, (ii) acknowledging that Purchaser has received and is responsible for any security deposits identified in the Rent Roll, and (iii) indicating that rent should thereafter be paid to Purchaser and giving instructions therefor.

11.1.5. A certificate indicating that the representations and warranties set forth in Section 8.1 are true and correct on the Closing Date, or, if there have been changes, describing such changes.

11.1.6. A settlement sheet, signed by Purchaser.

11.1.7. The Promissory Notes duly executed by Purchaser.

11.1.8. The Mortgages in recordable form duly executed and acknowledged by Purchaser.

11.1.9. Three (3) counterparts of the Escrow Agreement duly executed by Purchaser.

11.1.10. Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

11.2. **Seller's Closing Obligations.** Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser at or prior to the Closing the following:

11.2.1. A deed (the “**Deed**”) in recordable form properly executed and acknowledged by Seller conveying to Purchaser the Land and Improvements described on Exhibit A in fee simple, subject to all matters of record, substantially in the form attached hereto as Exhibit H.

11.2.2. Two (2) counterparts of the General Assignment, duly executed by Seller, conveying and assigning to Purchaser the Personal Property, the Leases, and the Intangible Property (but excluding the terminated Contracts, if any).

11.2.3. Written notice executed by Seller's property manager and addressed to the tenants, (i) acknowledging the sale of the Property to Purchaser and (ii) acknowledging that Purchaser has received and is responsible for any security deposits identified in the Rent Roll, and (iii) indicating that rent should thereafter be paid to Purchaser, substantially in the form attached hereto as Exhibit J.

11.2.4. Evidence reasonably satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power and authority to do so.

11.2.5. A certificate indicating that the representations and warranties set forth in Section 7.1 are true and correct on the Closing Date, or, if there have been changes, describing such changes.

11.2.6. A certificate substantially in the form attached hereto as Exhibit K ("**Non-Foreign Entity Certification**") certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

11.2.7. A settlement sheet, signed by Seller.

11.2.8. An Owner's Affidavit in the form attached hereto as Exhibit E, or in such other form reasonably required by the Title Company, signed by Seller.

11.2.9. The following items, to the extent in Seller's possession or control: (i) all keys for all entrance doors and spaces which may be locked (whether occupied or not) in the Improvements; (ii) all original books, records, tenant files, operating reports, Plans, warranties, and other materials reasonably necessary to the continuity of operation of the Property; (iii) the originals (or certified copies where originals are not available) of the Leases, the Contracts which are not terminated as of the Closing Date pursuant to Section 9.6 hereof and the licenses and permits; and (iv) an updated Rent Roll and accounts receivable ledger, updating the Rent Roll and accounts receivable ledger delivered pursuant to Section 5.3 to within three (3) business days prior to Closing certified by Seller as true and correct.

11.2.10. Three (3) counterparts of the Escrow Agreement duly executed by Seller.

11.2.11. Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

ARTICLE XII.

Risk of Loss

12.1. Condemnation and Casualty. If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is destroyed or damaged by fire or other casualty, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. If such condemnation or casualty is Material (as hereinafter defined), Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) days after receipt of Seller's notice, or the Closing Date, whichever is earlier. If this Agreement is terminated, the Deposit shall be returned to Purchaser and thereafter neither Seller nor Purchaser shall have any further rights or obligations to the

other hereunder except with respect to the Surviving Termination Obligations. If this Agreement is not terminated, Seller shall not be obligated to repair any damage or destruction but (x) Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds or condemnation proceeds, as applicable, net of any costs of repairs, if any, and net of reasonable collection, if any, costs by Seller (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or other casualty or condemnation including any rent abatement insurance for such casualty or condemnation and (y) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a credit in the amount of the applicable insurance deductible.

12.2. Condemnation Not Material. If the condemnation is not Material, then the Closing shall occur without abatement of the Purchase Price and, after deducting Seller's reasonable costs and expenses incurred in collecting any award, Seller shall assign, without recourse, all remaining awards or any rights to collect awards to Purchaser on the Closing Date.

12.3. Casualty Not Material. If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a credit in the amount of the applicable deductible and Seller shall not be obligated to repair such damage or destruction and Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds net of any costs of repairs and net of reasonable collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or such casualty including any rent abatement insurance for such casualty.

12.4. Materiality. For purposes of this Article XII, (i) with respect to a taking by eminent domain, the term "**Material**" shall mean any taking whatsoever, regardless of the amount of the award or the amount of the Property taken, excluding, however, any taking solely of subsurface rights or takings for utility easements or right of way easements, if the surface of the Property, after such taking, may be used in substantially the same manner as though such rights had not been taken, and (ii) with respect to a casualty, the term "**Material**" shall mean any casualty such that the cost of repair, as reasonably estimated by Seller's engineer and Purchaser's engineer, is in excess of One Hundred Thousand Dollars (\$100,000.00).

ARTICLE XIII.

Default

13.1. Default by Seller. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the Default (as defined in Section 13.3) of Seller, Purchaser may elect, as the sole and exclusive remedy of Purchaser, either to (i) terminate this Agreement by written notice to Seller within ten (10) days following the Closing Date (the "**Default Termination Notice**"), in which event (A) Purchaser shall receive the Deposit from the Escrow Agent, and (B) Seller shall promptly reimburse Purchaser for its verifiable out-of-pocket costs incurred in connection with this Agreement up to an amount not exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00), after which Seller shall not have any additional liability whatsoever to Purchaser

hereunder other than with respect to the Surviving Termination Obligations (as defined in Section 16.12 hereof), or (ii) enforce specific performance of the obligations of Seller hereunder. Purchaser shall be deemed to have elected to terminate this Agreement (as provided in clause (i) above) if Purchaser fails to deliver to Seller either a Default Termination Notice or a written notice of its intent to file a cause of action for specific performance against Seller on or before ten (10) days after the Closing Date (a "**Specific Performance Notice**"), or having given Seller a Specific Performance Notice, fails to file a lawsuit asserting such cause of action within ninety (90) days after the Closing Date. Notwithstanding the foregoing, if Seller's Default consists of the conveyance of the Property to a third party while this Agreement is in effect, then Purchaser shall also be entitled to pursue all remedies available at law or in equity.

13.2. Default by Purchaser. In the event the Closing and the transactions contemplated hereby do not occur as provided herein solely by reason of any Default of Purchaser, Purchaser and Seller agree it would be impractical and extremely difficult to fix the damages which Seller may suffer. Therefore, Purchaser and Seller hereby agree a reasonable estimate of the total net detriment Seller would suffer in the event Purchaser Defaults and fails to complete the purchase of the Property is and shall be, as Seller's sole and exclusive remedy (whether at law or in equity), a sum equal to the Deposit, and any interest accrued thereon which shall be refunded to Purchaser. Upon such Default by Purchaser, Seller shall have the right to receive the Deposit (adjusted as provided in the immediately preceding sentence) from the Escrow Agent as its sole and exclusive remedy and thereupon this Agreement shall be terminated and neither Seller nor Purchaser shall have any further rights or obligations hereunder, except with respect to the Surviving Termination Obligations. The amount of the Deposit (as adjusted) shall be the full, agreed and liquidated damages for Purchaser's Default and failure to complete the purchase of the Property, all other claims to damages or other remedies being hereby expressly waived by Seller. Notwithstanding the foregoing, nothing contained herein shall limit Seller's remedies at law or in equity as to the Surviving Termination Obligations.

13.3 Default Cure Period. Notwithstanding anything else contained herein, a party shall only be deemed to be in default under this Agreement (a "Default") when such party has failed to comply with any of the terms and/or conditions of this Agreement and has failed to cure such noncompliance within five (5) business days following written notice from the other party, which notice shall state the alleged noncompliance with reasonable specificity.

ARTICLE XIV.

Brokers

14.1. Brokers. Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby other than First Commercial Real Estate Services (Michael Park) ("Purchaser's Broker") and Newmark Grubb Knight Frank (David Scherer) ("Seller's Broker", and together with Purchaser's Broker, the "**Brokers**"). The Seller's Broker and Purchaser's Broker shall be paid by Seller, only upon the Closing of the purchase and sale contemplated hereby, an

aggregate amount equal to four percent (4%) of the Purchase Price to be shared by Seller's Broker and Purchaser's Broker pursuant to a separate understanding between the Brokers (the "**Brokerage Commission**"). The Brokerage Commission shall be Seller's sole liability to the Brokers. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of Purchaser's (or its nominee's) representations and warranties contained in this Article XIV. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article XIV. Seller and Purchaser agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement or the Deposit, that no broker shall have any rights or cause of action hereunder, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. The provisions of this Article XIV shall survive the Closing or earlier termination of this Agreement.

ARTICLE XV.

Confidentiality

15.1. Confidentiality.

15.1.1 Purchaser's Obligations. Purchaser expressly acknowledges and agrees that (a) the transactions contemplated by this Agreement and the terms, conditions and negotiations concerning the same, (b) the Documents, to the extent that they are not readily available to the public, and (c) all other information obtained by Purchaser in connection with its due diligence hereunder, to the extent such information is not readily available to the public, shall be held in confidence by Purchaser and shall not be disclosed by Purchaser, without the prior written consent of Seller, except to members of its organization, its legal counsel, surveyor, lenders, title company, broker, accountants, consultants, officers, partners, directors and shareholders (the "**Authorized Representatives**"). If the transaction contemplated by this Agreement does not occur for any reason whatsoever, Purchaser shall promptly return to Seller, and shall instruct its Authorized Representatives to return to Seller, all copies and originals of all Documents and information provided to Purchaser by or on behalf of Seller. Nothing contained in this Section 15.1 or in Section 15.2 shall preclude or limit either party from disclosing or accessing any information otherwise deemed confidential under this Section 15.1 or Section 15.2 in connection with the party's enforcement of its rights following a disagreement hereunder or in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction or any filings with governmental authorities required by reason of the transactions provided for herein. The provisions of this Section 15.1.1 shall survive any termination of this Agreement.

15.1.2 Seller's Obligations. Seller hereby acknowledges and agrees that after Closing, all information and materials obtained by Seller from Purchaser in connection with the Property that are not readily available to the public will not be

disclosed by Seller to any third persons (other than to its Authorized Representatives) without the prior written consent of Purchaser. The provisions of this Section 15.1.2 shall survive Closing.

15.2. Post-Closing Publication. Notwithstanding the foregoing, following Closing, Purchaser and Seller shall have the right to announce the purchase and sale of the Property in newspapers and real estate trade publications (including "tombstones") provided that each party shall consult with the other party with respect to any such notice or publication, and shall reasonably consider any comments or objections of the other party. The provisions of this Section 15.2 shall survive Closing.

ARTICLE XVI.

Miscellaneous

16.1. Notices. Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by facsimile or e-mail delivery, by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

To Purchaser:	World Investment Network, Inc. 1620 S. Los Angeles St., Unit C Los Angeles, CA 90015 Attn: Jonathan Kermani Phone No.: (310) 876-8461 Fax No.: (888) 303-0009 Email: JKermani@wininv.com
With a copy to:	Judith K. Manouchehri, APLC 847 E. 31 st Street Los Angeles, CA 90011 Attn: Judith Manouchehri, Esq. Phone No.: (310) 490-4195 Email: JKMLawCorp@gmail.com
To Seller:	c/o Forest City Enterprises, Inc. 50 Public Square Terminal Tower, Suite 1000B Cleveland, Ohio 44113 Attn: Eric Louttit Phone No.: (216) 416-3740 Fax No.: (216) 479-2446 E-mail: EricLouttit@ForestCity.net

With a copy to: Forest City Enterprises, Inc.
50 Public Square
Terminal Tower, Suite 1360
Cleveland, Ohio 44113
Attn: David J. Gordon, Esq.
Phone No.: (216) 416-3260
Fax No.: (216) 263-6206
E-mail: DavidGordon@ForestCity.net

To Escrow Agent: First American Title Insurance Company
National Commercial Services
1600 West 2nd Street, Suite 700
Cleveland, Ohio 44113
Attn: Kristie M. Vehovec
Phone No.: (216) 802-3552 or 800-424-6446 (Ext. 3552)
Fax No.: (714) 481-2386
E-mail: kvehovec@firstam.com

16.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Nevada, without regard to the conflict of laws principles thereof.

16.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

16.4. Effective Date. This Agreement shall be effective upon the Effective Date when fully executed by Seller and Purchaser.

16.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Any date or timeline set forth herein shall be a reference to calendar days unless specifically delineated that business days shall apply.

16.6. Counterpart Copies. This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

16.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

16.8. Assignment. Purchaser shall not have the right to assign the Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion; provided that Purchaser shall in no event be released from any of its obligations or liabilities hereunder as a result of any such assignment.

Notwithstanding anything to the contrary stated above, Seller hereby authorizes Purchaser to assign this Agreement without Seller's consent to any Affiliate (as defined below) of Purchaser, provided that (i) such assignee assumes Purchaser's obligations under this Agreement pursuant to a written agreement in form and substance reasonably acceptable to Seller; (ii) Seller receives a copy of such assignment and assumption agreement on or before three (3) business days after the execution thereof (and in no event less than three (3) business days prior to Closing) and reaffirms all of the representations and warranties of Purchaser herein and (iii) Purchaser shall remain liable for, and shall not be released from the performance of Purchaser's obligations under this Agreement after such assignment. Whenever reference is made in this Agreement to Seller or Purchaser, such reference shall include the successors and assigns of such party under this Agreement. For purposes of this Section 16.8, "Affiliate" shall mean an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under the common control with, Purchaser.

16.9. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

16.10. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

16.11. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.12. Survival. Except as otherwise specifically provided for in this Agreement (collectively, the "Surviving Termination Obligations"), the provisions of this Agreement and the representations and warranties herein shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein.

16.13. Exhibits and Schedules. Exhibits A through K and Schedules 1.1.2, 1.1.4, 1.1.5, 1.1.5(b) and 4.2.1 attached hereto are incorporated herein by reference.

16.14. Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

16.15. Limitation of Liability. The obligations of Seller are binding only on Seller and Seller's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the members, partners, officers, directors, shareholders or beneficiaries of Seller, or of any members, partners, officers, directors, shareholders or beneficiaries of any partners of Seller, or of any of Seller's employees or agents and any liability of Seller hereunder and under the documents executed and delivered by Seller at Closing shall be expressly limited as set forth in Sections 7.3, 8.2, 8.3 and 13.1 of this Agreement. All documents to be executed by Seller shall also contain the foregoing exculpation. The obligations of Purchaser are binding only on Purchaser and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the members, partners, officers, directors, shareholders or beneficiaries of Purchaser, or of any members, partners, officers, directors, shareholders or beneficiaries of any partners of Purchaser, or of any of Purchaser's employees or agents and any liability of Purchaser hereunder and under the documents executed and delivered by Purchaser at Closing shall be expressly limited as set forth in Sections 7.3, 8.2, 8.3 and 13.1 of this Agreement. All documents to be executed by Purchaser shall also contain the foregoing exculpation.

16.16. Prevailing Party. Should either party employ an attorney to enforce any of the provisions hereof, (whether before or after Closing, and including any claims or actions involving amounts held in escrow), the non-prevailing party in any final judgment agrees to pay the other party's reasonable expenses, including reasonable attorneys' fees and expenses in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of this Section 16.16 shall survive Closing or any earlier termination of this Agreement.

16.17. Escrow Agreement.

16.17.1. Instructions. Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with Escrow Agent, and, upon receipt of the Deposit from Purchaser, Escrow Agent shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

16.17.2. Real Estate Reporting Person. Escrow Agent is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent's duties as real estate reporting person.

16.17.3. Liability of Escrow Agent. The parties acknowledge that the Escrow Agent shall be conclusively entitled to rely, except as hereinafter set forth, upon a certificate from Purchaser or Seller as to how the Deposit (which, for purposes of this Section shall be deemed to also include any other escrowed funds held by the Escrow Agent pursuant to this Agreement) should be disbursed. Any notice sent by Seller or Purchaser (the "Notifying Party") to the Escrow Agent shall be sent simultaneously to the other noticed parties pursuant to Section 16.1 herein (the "Notice Parties"). If the Notice Parties do not object to the Notifying Party's notice to the Escrow Agent within ten (10) days after the Notice Parties' receipt of the Notifying Party's certificate to the Escrow Agent, the Escrow Agent shall be able to rely on the same. If the Notice Parties send, within such ten (10) days, written notice to the Escrow Agent disputing the Notifying Party's certificate, a dispute shall exist and the Escrow Agent shall hold the Deposit as hereinafter provided. The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on account of Escrow Agent's failure to disburse the Deposit if a dispute shall have arisen with respect to the propriety of such disbursement and, in the event of any dispute as to who is entitled to receive the Deposit, disburse them in accordance with the final order of a court of competent jurisdiction, or to deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Purchaser and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit. The obligations of Seller and/or Purchaser with respect to the Escrow Agent are intended to be binding only on Seller and Seller's assets and/or Purchaser and Purchaser's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller or Purchaser, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller or Purchaser, or of any of Seller's or Purchaser's employees or agents.

16.18. No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

16.19. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

16.20. Force Majeure. Any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restrictions, governmental approvals, judicial orders, riots, insurrection, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other reason of a similar or dissimilar nature beyond the reasonable control of the party obligated to perform ("**Force Majeure**"), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage and the period for the performance of any act, including, without limitation, the contingency periods set forth herein, shall be extended for the period of the delay. Force Majeure shall excuse the performance by that party, as aforesaid, provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within ten (10) days of such event causing the prevention, delay or stoppage, together with a reasonable estimate of the time period of such delay. Delays or failure to perform resulting from lack of funds or financial inability shall not be deemed delays beyond the reasonable control of a party. No extension of time will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Property is located.

{Signatures on following page.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

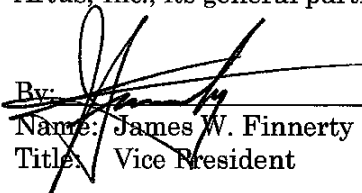
SELLER:

FC/LW VEGAS, LLC, a Delaware limited liability company

By: FC Vegas 20, LLC, a Nevada limited liability company and its Managing Member

By: Rolling Acres Properties Co. Limited Partnership, its Managing Member

By: Artus, Inc., its general partner

By: 
Name: James W. Finnerty
Title: Vice President

Tax I.D. No. 27-3660107

PURCHASER:

WORLD INVESTMENT NETWORK, INC.,
a California corporation

By: _____
Name: _____
Title: _____

Tax I.D. No. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

SELLER:

FC/LW VEGAS, LLC, a Delaware limited liability company

By: FC Vegas 20, LLC, a Nevada limited liability company and its Managing Member

By: Rolling Acres Properties Co. Limited Partnership, its Managing Member

By: Artus, Inc., its general partner

By: _____
Name: James A. Ratner
Title: President

Tax I.D. No. 27-3660107

PURCHASER:

WORLD INVESTMENT NETWORK, INC.,
a California corporation

By: _____
Name: Jonathan Kerensa
Title: President

Tax I.D. No. 20-5301192

The Escrow Agent hereby executes this Agreement for the sole purpose of acknowledging receipt of the Deposit and its responsibilities hereunder and to evidence its consent to serve as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

First American Title Insurance Company

By: *Kristen M. Vehovar*
Name: Kristen M. Vehovar
Title: ATP Sr. Commercial Escrow Officer
Date: October 23, 2015

LIST OF EXHIBITS AND SCHEDULES

Exhibit A	-	Site Plan of South Land
Exhibit A-1	-	Legal Description of South Land
Exhibit A-2	-	Site Plan of North Land
Exhibit A-3	-	Legal Description of North Land
Exhibit B	-	Due Diligence Documents to be delivered by Seller
Exhibit C	-	Intentionally omitted
Exhibit D	-	Estoppel Certificate
Exhibit E	-	Form of Owner's Affidavit
Exhibit F	-	Intentionally omitted
Exhibit G	-	Intentionally omitted
Exhibit H	-	Form of Deed
Exhibit I	-	Form of General Assignment
Exhibit J	-	Form of Notice Letter to Tenants
Exhibit K	-	Form of Non-Foreign Entity Certificate
Schedule 1.1.2	-	Rent Roll
Schedule 1.1.4	-	List of Personal Property
Schedule 1.1.5	-	List of Pending Tax and Insurance Claims
Schedule 1.1.5(b)	-	List of Contracts
Schedule 4.2.1	-	List of Pending Tax Protests

EXHIBIT A
SITE PLAN OF SOUTH LAND

Attached

Site Plan

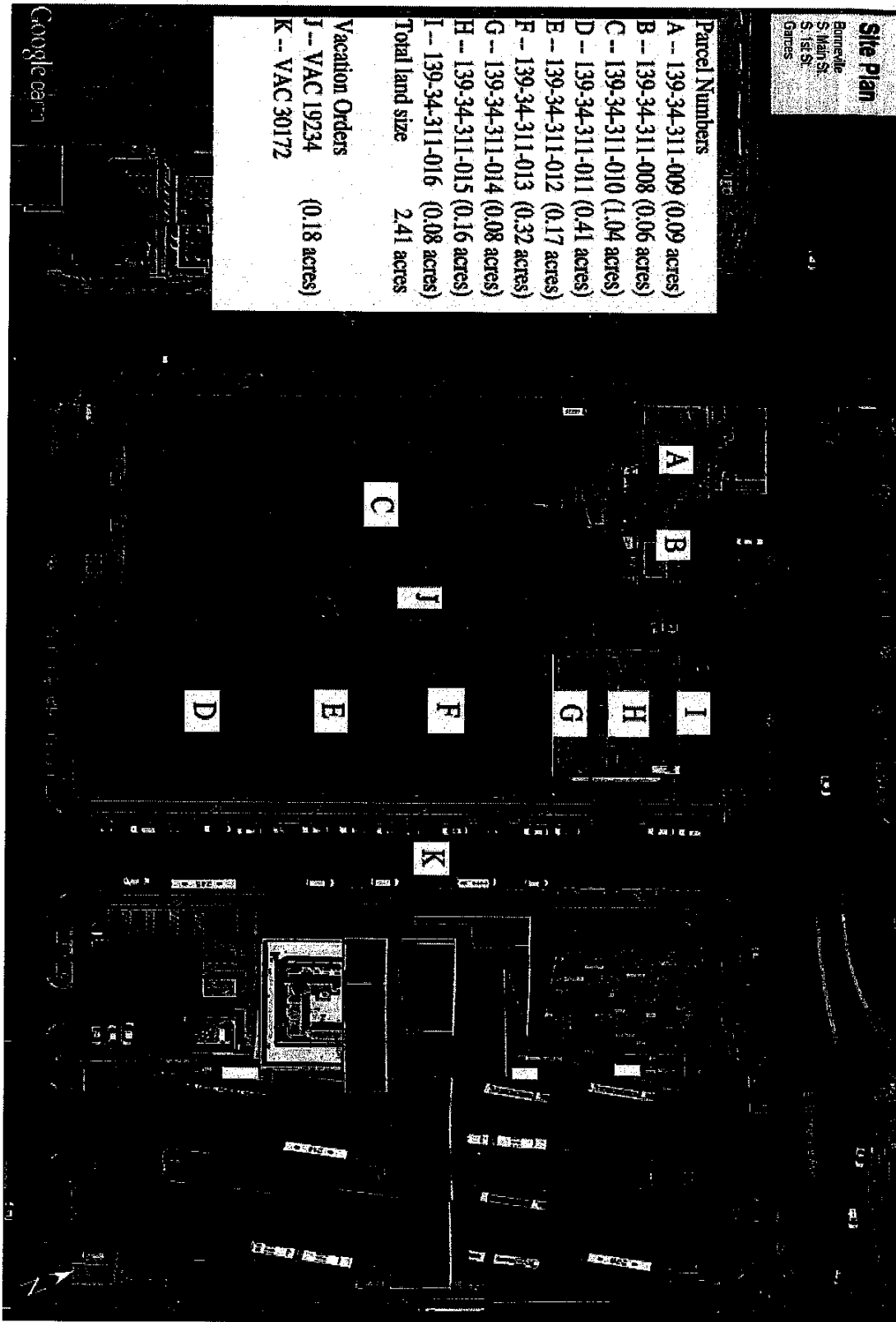
Bonneville
S Main St
S 1st St
Garces

Parcel Numbers

A -- 139-34-311-009 (0.09 acres)
B -- 139-34-311-008 (0.06 acres)
C -- 139-34-311-010 (1.04 acres)
D -- 139-34-311-011 (0.41 acres)
E -- 139-34-311-012 (0.17 acres)
F -- 139-34-311-013 (0.32 acres)
G -- 139-34-311-014 (0.08 acres)
H -- 139-34-311-015 (0.16 acres)
I -- 139-34-311-016 (0.08 acres)
Total land size 2.41 acres

Vacation Orders

J -- VAC 19234 (0.18 acres)
K -- VAC 30172



Google.com

EXHIBIT A-1

LEGAL DESCRIPTION OF SOUTH LAND

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

PARCEL 1: (139-34-311-008, 009 AND 016)

LOTS ONE (1), TWO (2), THREE (3), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF OF FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE CERTAIN PARCELS OF LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS DOCUMENT NO. 03569 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO CITY OF LAS VEGAS BY GRANT, BARGAIN, SALE AND DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123, AS INSTRUMENT NUMBER 03478, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

PARCEL 2: (139-34-311-010)

LOTS FOUR (4) THROUGH SIXTEEN (16) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THE INTEREST IN THE NORTHWESTERLY 5.00 FEET OF SAID LAND AS CONVEYED BY DEED RECORDED MAY 10, 1978 AS DOCUMENT NO. 844496, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03569 OF OFFICIAL RECORDS.

PARCEL 3: (139-34-311-011)

LOTS SEVENTEEN (17) THROUGH TWENTY-ONE (21) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED OCTOBER 03, 2007 IN BOOK 20071003 AS INSTRUMENT NO. 03569 OF OFFICIAL RECORDS.

PARCEL 4: (139-34-311-012)

LOTS TWENTY-TWO (22) AND TWENTY-THREE (23) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 5: (139-34-311-013)

LOTS TWENTY-FOUR (24) THROUGH TWENTY-SEVEN (27) INCLUSIVE IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 6: (139-34-311-014 AND 015)

LOTS TWENTY-EIGHT (28), TWENTY-NINE (29) AND THIRTY (30) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT A-2

SITE PLAN OF NORTH LAND

Attached

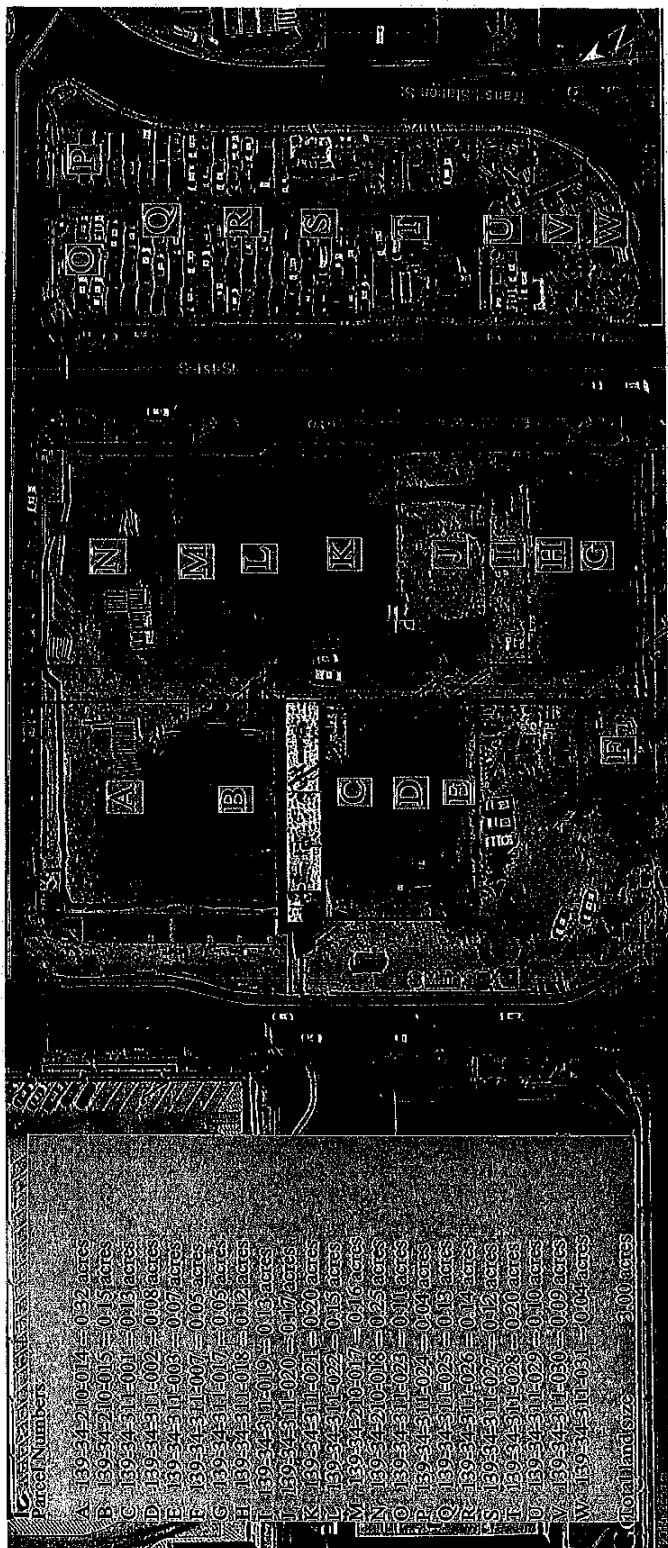


EXHIBIT A-3

LEGAL DESCRIPTION OF NORTH LAND

Attached

EXHIBIT B

DUE DILIGENCE DOCUMENTS

Attached

DUE DILIGENCE DOCUMENTS

1. A copy of the current rent roll, which includes an accounting of all security deposits, prepaid rent and past due rent.
2. A copy of any and all service or maintenance agreements or contracts affecting the Real Property, if any.
3. A copy of all Phase I and Phase II Environmental Site Assessments for the Real Property, if any, along with a copy of any other environmental reports relating to the Real Property, including, but not limited to, any soils or geological reports.
4. A copy of all surveys of or depicting or relating to the Real Property, or portions thereof.
5. A copy of any restrictive covenants or agreements directly restricting or binding the Real Property or its owner that are not otherwise reflected in the Title Commitment or contained in the documents referenced in the Title Commitment.
6. A copy of any agreements or documents related to any improvement district(s) affecting or encumbering the Real Property that are not otherwise reflected in the Title Commitment or contained in the documents referenced in the Title Commitment.
7. Copies of any flood plain studies, association agreements, planned development district documents, development agreements (including, but not limited to, any development agreement with the City of Las Vegas, any development manager, or the like), or other such governmental license and permits for the improvement of the Real Property.
8. A copy of any governmental notices, demands or complaints related to any hazardous materials present on or otherwise affecting the Real Property.
9. A copy of all tax bills for 2012, 2013, 2014 and 2015.
10. A copy of any other agreement, document or restriction that affect title to, the development of, or the future development of the Real Property that are not otherwise reflected in the Title Commitment or contained within the documents referenced in the Title Commitment.
11. Bookstore Tenant commercial lease and any amendments or modifications thereto.
12. Copies of form leases used for tenants.
13. Copies of all Vacation Notices, Vacation extensions and any other relevant materials relating to the same.

14. Copies of 2013 and 2014 year-end and 2015 year-to-date income statement showing itemized expenses.
15. Accounting of any remaining Leasing Costs and Leasing Commissions as per Section 4.2.6. of the Agreement.
16. Accounting of any Prepaid Items as per Section 4.2.7 of the Agreement.
17. Copies of 2013, 2014 and 2015 bank account statements.
18. Copies of certificates of occupancy.

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

TENANT ESTOPPEL

TO: _____

Re: Landlord: _____
Tenant: _____
Premises: _____

Ladies and Gentlemen:

The undersigned certifies to, and agrees with, you and your respective successors and/or assigns (collectively, "Purchaser"), as of the date hereof as follows:

_____ ("Tenant") is the tenant under a lease dated _____ [PLUS AMENDMENTS] (collectively, with all documents listed on Exhibit A hereto, the "Lease") between _____ (together with its successors and assigns, "Landlord"), and Tenant. The Lease covers approximately _____ square feet of space (the "Leased Premises") at the property located at _____ (the "Property").

The Lease is in full force and effect. The Lease has not been amended, modified or supplemented except as set forth on Exhibit A. There are no other agreements or understandings, whether written or oral, between Tenant and Landlord with respect to the Lease, the Leased Premises or the Property.

Tenant has accepted possession of and occupies the entire Leased Premises under the Lease. The term of the Lease commenced on _____ and expires on _____.

Tenant has no options to extend the term of the Lease except: _____.

The monthly fixed, minimum or basic rent under the Lease is \$_____, and has been paid through the month of _____. All additional rent, percentage rent, Tenant's proportionate share of real estate taxes and insurance, common area maintenance charges, and all other sums or charges due and payable under the Lease by Tenant have been paid through the month of _____ and no such additional rents, percentage rents or other sums or charges have been paid for more than one (1) month in advance of the due date thereof.

The amount of the security deposit is \$_____.

Both Tenant and Landlord have performed all of their respective obligations under the Lease and Tenant has no knowledge of any event which with the giving of notice, the passage of time or both would constitute a default by Landlord under the Lease except _____.

Tenant has no claim against Landlord and no offset or defense to enforcement of any of the terms of the Lease except _____.

All improvements required to be completed by Landlord have been completed and there are no sums due to Tenant from Landlord and no allowances from Landlord to Tenant that have not been paid except _____.

Tenant has not assigned the Lease and has not subleased the Leased Premises or any part thereof except _____.

Tenant has no right or option pursuant to the Lease or otherwise to purchase all or any part of the Leased Premises or the Property. Tenant does not have any right or option for additional space in the Property.

No voluntary actions or, to Tenant's best knowledge, involuntary actions are pending against Tenant under the bankruptcy laws of the United States or any state thereof.

The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge and deliver this letter on behalf of Tenant.

Tenant acknowledges that Purchaser will rely on this letter in acquiring the Property from the Seller/Landlord. The information contained in this letter shall be for the benefit of Purchaser.

Very truly yours,

a _____

By: _____
Printed Name: _____
Title: _____

The undersigned ("Guarantor") is the guarantor of the Lease and has executed a guaranty in connection with the Lease (the "Guaranty"). The Guaranty is valid and in full force and effect on the date hereof. Guarantor agrees that Guarantor will not, without the prior written consent of Lender, (a) amend or modify the Guaranty, or (b) terminate, cancel or surrender the Guaranty or enter into any agreement with Landlord to do so, and any such amendment, modification, termination cancellation or surrender shall be null and void and of no force and/or effect unless and until Lender has consented to the same in writing. Guarantor acknowledges that Lender will rely hereon in making a loan or otherwise extending credit to Landlord.

Very truly yours,

a _____

By: _____
Printed Name: _____
Title: _____

EXHIBIT E

FORM OF OWNER'S AFFIDAVIT

Attached

Owner's Affidavit

State of Ohio

County of Cuyahoga, to-wit:

The undersigned, being duly sworn according to law, deposes and says to the best of its knowledge:

1. FC/LW VEGAS, LLC, a Delaware limited liability company, is the owner (the "Owner") of all that certain property described in Exhibit "A" attached hereto (the "Property").
2. The undersigned is personally familiar with the management and operation of the Property, including the existence of any tenancies, leases, parties in possession and other occupancies, and payment of taxes and assessments in connection therewith.
3. The Owner's enjoyment of the Property has been peaceful and undisturbed and the title to the Property has never been disputed or questioned to my knowledge. A complete list of all parties in possession of any portion of the Property pursuant to leases ("Leases") is attached hereto as Exhibit "B" and made a part hereof. There are no other tenancies, leases, parties in possession or other occupancies of the Property other than parties claiming through such Leases.
4. No proceeding in bankruptcy has ever been instituted by or against the Owner, nor has the Owner ever made an assignment for the benefit of creditors.
5. I know of no action or proceeding relating to the Property in any State or Federal Court in the United States, nor do I know of any state or Federal judgment or any Federal lien of any kind or nature whatsoever which now constitutes a lien or charge upon the Property other than matters of record in the City of Las Vegas, and/or Clark County, Nevada.
6. There are no unrecorded documents affecting title to the Property, other than the Leases.
7. There has been no notice of any taxes and/or special assessments affecting the Property other than matters disclosed in the public records.
8. There are no unpaid charges for taxes, water and/or sewer services or unpaid special assessments for items such as improvements for sidewalks, curbs, gutters, sewers, etc., not shown as existing liens in the public records.
9. There are no unpaid bills or claim for labor or services performed or materials furnished or delivered during the last twelve (12) months for, alterations, repair, work, or new construction on the Property except: None. Contracts for tenant improvement work and repairs to the Property shall be paid in the ordinary course of business within sixty (60) days of receipt of invoice therefor.

10. The building located on the Property was completed more than one (1) year ago.
11. I have no knowledge of underground pipes, cables, conduits, ditches, or drain tiles that cross the Property, other than matters of record and matters which would be disclosed by a survey.
12. I have no knowledge of disputes with neighbors over fence or boundary lines, driveways, walks, street or alley locations or encroachment of buildings, other than matters of record and matters which would be disclosed by a survey.

{Signature page follows}

This affidavit is given to induce First American Title Insurance Company to issue title insurance policy(ies) with full knowledge that it will be relying upon the accuracy of same.

FC/LW VEGAS, LLC, a Delaware limited liability company

By: FC Vegas 20, LLC, a Nevada limited liability company and its Managing Member

By: Rolling Acres Properties Co. Limited Partnership, its Managing Member

By: Artus, Inc., its general partner

By: _____
Name: _____
Title: _____

Date: _____, 2015

EXHIBIT F

INTENTIONALLY OMITTED

40010-0056

Case No.: A-16

RA 007217

EXHIBIT G

INTENTIONALLY OMITTED

EXHIBIT H
FORM OF DEED

Attached

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

[INSERT COMPANY NAME HERE]

[Address]

[_____]

[_____]

[_____]

MAIL TAX STATEMENTS TO:

[INSERT COMPANY NAME HERE]

[Address]

[_____]

[_____]

[_____]

APNs: 139-34-311-008, -009, -010, -011, -012, -013, -014, -015 and -016
139-34-210-014, -015, -017, -018
139-34-311-023, -024, -025, -026, -027, -028, -029, -030, -031
139-34-311-017, -018, -019, -020, -021, -022
139-34-311-001, -002, -003, -007

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

FC /LW VEGAS, LLC, a Delaware limited liability company, as "GRANTOR," does hereby Grant, Bargain, Sell and Convey to _____, a _____, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.
2. All matters of record.

{Signature Page Follows}

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated as of _____, 2015.

“GRANTOR”

FC/LW VEGAS, LLC, a Delaware limited liability company

By: FC Vegas 20, LLC, a Nevada limited liability company and its Managing Member

By: Rolling Acres Properties Co. Limited Partnership, its Managing Member

By: Artus, Inc., its general partner

By: _____
Name: _____
Title: _____

STATE OF OHIO
COUNTY OF CUYAHOGA } ss.

This instrument was acknowledged before me on _____, 2015
by _____, as _____, of _____ as _____
_____ for _____.

NOTARY PUBLIC

EXHIBIT A

Legal Description of Land

EXHIBIT I
FORM OF GENERAL ASSIGNMENT

Attached

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (the "**Assignment**") is made as of the ____ day of _____, 2015 by FC/LW VEGAS, LLC, a Delaware limited liability company ("**Seller**"), and WORLD INVESTMENT NETWORK, INC., a California corporation ("**Purchaser**").

KNOW ALL BY THESE PRESENTS:

Concurrently with the execution and delivery hereof, pursuant to a certain Agreement of Purchase and Sale dated as of _____, 2015 (the "**Agreement**") between Seller and Purchaser, Seller is conveying to Purchaser all of Seller's right, title and interest in and to the real property described on Exhibit A attached hereto and made a part hereof (the "**Land**") and in and to the buildings, parking areas and other structures and improvements located on the Land (collectively, the "**Improvements**") located in Las Vegas, Clark County, State of Nevada. The Land and the Improvements are hereinafter sometimes collectively referred to as the "**Property**."

It is the desire of Seller to hereby sell, assign, transfer, convey, set-over and deliver to Purchaser all of Seller's right, title and interest in and to the Assigned Property (as hereinafter defined).

1. Bill of Sale and Assignment. Seller does hereby sell, assign, transfer, set-over and deliver unto Purchaser, its successors and assigns, with special warranty of title and subject to the limitations contained in Section 8.2 of the Agreement, all right, title and interest of Seller in and to:

a. All personal property (including equipment, but excluding any personal computers), if any, owned by Seller and located on the Property as of the date hereof; all inventory, if any, owned by Seller and located on the Property as of the date hereof; and all fixtures, if any, owned by Seller and located on the Property as of the date hereof (collectively, the "**Personal Property**");

b. All non-exclusive logos, trademarks and trade names, if any, used in connection with the Property, but only to the extent that the same are not trademarks or trade names of Seller or any of Seller's affiliated companies (collectively, the "**Trade Names**");

c. Seller's interest, if any, in and to (i) any service, equipment, supply, parking, construction, security, maintenance and management contracts described on Exhibit B attached hereto and made a part hereof (collectively, the "**Contracts**"), and (ii) any guarantees, licenses, approvals, certificates, permits and warranties relating to the Property to the extent assignable by Seller (collectively, the "**Intangible Property**"); and

d. All leases, subleases, licenses and other occupancy agreements, together with any and all amendments, modifications or supplements thereto (the "**Leases**") demising space in or otherwise similarly affecting or relating to occupancy within the Property and all prepaid rent attributable to the period after the date hereof, and

unapplied security deposits thereunder (collectively, the “**Leasehold Property**”); subject, however, to the rights of Seller set forth in the Agreement to rents under the Leases assigned hereby attributable to the period prior to the date hereof;

TO HAVE AND TO HOLD the Personal Property, the Trade Names, the Contracts, the Intangible Property, the Leases and the Leasehold Property (collectively, the “**Assigned Property**”) unto Purchaser, its successors and assigns, forever.

2. **Assumption.** Purchaser accepts the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed under the Assigned Property arising on or after the date hereof. Purchaser further agrees to indemnify Seller and hold Seller harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) (collectively, the “**Losses**”) asserted against or incurred by Seller by reason of or arising out of any failure by Purchaser to perform or observe the obligations, covenants, terms and conditions assumed by Purchaser hereunder first arising in connection with the Assigned Property and related to the period on or after the date hereof. Seller hereby agrees to indemnify Purchaser and hold Purchaser harmless from and against any and all Losses asserted against or incurred by Purchaser by reason or arising out of any failure by Seller to perform or observe the obligations, covenants, terms and conditions assigned by Seller hereunder arising in connection with the Assigned Property and related to the period prior to the date hereof.

3. **Limitation of Liability.** The obligations of Seller are intended to be binding only on Seller and Seller’s assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller, or of any of Seller’s employees or agents and any liability of Seller hereunder shall be expressly limited as set forth in Sections 7.3, 8.2 and 13.1 of the Agreement. The obligations of Purchaser are intended to be binding only on Purchaser and Purchaser’s assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Purchaser, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Purchaser, or of any of Purchaser’s employees or agents

4. **Exclusions from Assigned Property.** It is hereby acknowledged by the parties that the Assigned Property shall not include claims relating to any (a) real property tax refunds or rebates for periods accruing prior to the date hereof, (b) existing insurance claims (other than proceeds of insurance provided to Purchaser pursuant to Section 12.1 of the Agreement), and (c) existing claims against previous or current tenants of the Property, which claims are hereby reserved to Seller.

5. **Counterpart Copies.** This Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above.

SELLER:

FC/LW VEGAS, LLC, a Delaware limited liability company

By: FC Vegas 20, LLC, a Nevada limited liability company and its Managing Member

By: Rolling Acres Properties Co. Limited Partnership, its Managing Member

By: Artus, Inc., its general partner

By: _____
Name: _____
Title: _____

PURCHASER:

WORLD INVESTMENT NETWORK, INC.,
a California corporation

By: _____
Name: _____
Its: _____

EXHIBIT J

FORM OF NOTICE LETTER TO TENANTS

Attached

_____, 2015

CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Dear Tenant:

We are pleased to advise you that the building in which your premises are located at _____, Las Vegas, Nevada (the "Property") has been sold by FC/LW VEGAS, LLC to _____ (the "Purchaser") effective as of _____, 2015. Your lease agreement has been assigned to and accepted by Purchaser and Purchaser has agreed to assume all responsibility for security deposits currently held under your lease.

All future correspondence relating to your tenancy, as well as rent checks and other charges, should be made payable and mail to _____, c/o _____.

The Purchaser looks forward to working with you in the operation of this Property.

Very truly yours,

40010-0067
Case No.: A-16

RA 007228

EXHIBIT K

FORM OF NON-FOREIGN ENTITY CERTIFICATE

Attached

NON-FOREIGN ENTITY CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by FC/LW VEGAS, LLC, a Delaware limited liability company ("**Transferor**"), the undersigned hereby certifies on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is 27-3660107.
3. Transferor's office address is:

c/o 50 Public Square
Terminal Tower, Suite 1360
Cleveland, Ohio 44113

Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

{Signature on following page}

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of the Transferor.

FC/LW VEGAS, LLC, a Delaware limited liability company

By: FC Vegas 20, LLC, a Nevada limited liability company and its Managing Member

By: Rolling Acres Properties Co. Limited Partnership, its Managing Member

By: Artus, Inc., its general partner

By: _____
Name: _____
Title: _____

Date: _____, 2015

SCHEDULE 1.1.2

RENT ROLL

Attached

Rent Roll with Lease Charges

Livework District One (6/2012)

As of: 09/21/2015

Unit	Unit Type	Unit Sq Ft	Resident	Name	Married Rent Code	Amount	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move-Out	Balance
Current/Notice Residents												
0501	apart.1	5,000	as000018	Adult Bookstore	7,083.33 rent	7,083.33	0.00	0.00	10/22/2006	6/30/2009		7,083.33
					Total	7,083.33						
102	apart.1	526	tl065904	Cherrissamor Dickerson	750.00 rent	625.00	150.00	0.00	9/8/2015	12/7/2015		-217.50
					Total	625.00						
103	apart.1	283	as000207	Laundry Room	610.00 rent	610.00	0.00	0.00	10/12/2005	6/30/2009		0.00
					slan	-610.00						
					Total	0.00						
104	apart.1	283	tl0601960	Maintenance Storage	610.00 slan	-610.00	0.00	0.00	9/28/2010	10/27/2010		0.00
					rent	610.00						
					Total	0.00						
105	apart.1	283	as000209	Timothy* Hassel	610.00 rent	610.00	20.00	0.00	9/5/2008	6/30/2009		7.38
					Total	610.00						
106	apart.1	283	as000210	David Smith	610.00 rent	520.00	0.00	0.00	5/29/2002	6/30/2009		-0.72
					Total	520.00						
107	apart.1	283	tl0513734	Kenneth, Cynthia Mathias, Herbica	610.00 rent	500.00	0.00	0.00	3/14/2012	4/13/2012		559.91
					Total	500.00						
108	apart.1	283	tl0509202	Rose Rolon	610.00 rent	575.00	0.00	0.00	8/1/2009	1/31/2010		0.00
					Total	575.00						
109	apart.1	283	tl0619274	Larry Ward	610.00 rent	610.00	50.00	0.00	3/25/2013	6/24/2013		9.66
					Total	610.00						
110	apart.1	283	tl0796154	Charles* McDonald	610.00 rent	570.00	0.00	0.00	11/15/2013	12/14/2013		285.00
					Total	570.00						
111	apart.1	283	tl040723	Richard Krunen	610.00 rent	610.00	150.00	0.00	5/17/2015	8/10/2015		28.53
					Total	610.00						
112	apart.1	283	tl0513238	Anwar Gaffar	610.00 rent	545.00	0.00	0.00	9/20/2013	10/19/2013		183.02
					Total	545.00						
113	apart.1	283	as000240	Frank King	610.00 rent	530.00	0.00	0.00	6/1/2011	6/30/2011		-54.54
					Total	530.00						
114	apart.1	283	tl060869	Theresa, Adam Dominguez, Rice	610.00 rent	590.00	50.00	0.00	8/14/2015	11/2/2015		50.00
					ucoc	-38.06						
					Total	551.94						

Monday, September 21, 2015

Unit	Unit type	Unit Sq Ft	Resident	Name	Market Rent Code	Amount	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move-Out	Balance
Current/Notice Residents												
115	apart7.1	283	10509894	Pedro Ayala	610.00 rent	475.00	0.00	0.00	8/11/2009	2/19/2010		0.00
					Total	475.00						
116	apart7.1	283	10509198	Alfred Tardiff	610.00 rent	550.00	0.00	0.00	11/23/2011	12/22/2011		0.00
					Total	550.00						
117	apart7.1	283	as002018	Maint - Storage	610.00 rent	610.00	0.00	0.00	5/23/2006	6/30/2009		0.00
					slan	-610.00						
					Total	0.00						
118	apart7.1	283	10509339	Sandra Robert Murray, Vienna	610.00 rent	450.00	0.00	0.00	3/25/2010	4/24/2010		863.25
					Total	450.00						
119	apart7.1	283	11025192	Willie Calvin	610.00 rent	610.00	150.00	0.00	3/19/2015	6/18/2015		0.00
					Total	610.00						
120	apart7.1	283	VACANT	VACANT	610.00	0.00	0.00	0.00				0.00
					Total	0.00						
121	apart7.1	283	as000221	Maids Room	610.00 rent	610.00	0.00	0.00	10/12/2005	6/30/2009		0.00
					slan	-610.00						
					Total	0.00						
173	apart2.1	526	11064879	Russell, Theima Rosser, Young	750.00 rent	750.00	150.00	0.00	8/1/2015	10/31/2015		49.70
					Total	750.00						
174	apart4.1	278	as000223	Laundry Room	570.00 rent	570.00	0.00	0.00	10/12/2005	6/30/2009		0.00
					slan	-570.00						
					Total	0.00						
175	apart4.1	278	11070045	James Bailey	570.00 rent	625.00	150.00	0.00	8/20/2015	11/19/2015		241.94
					Total	625.00						
176	apart4.1	278	11059827	Larry Moody	570.00 stor	15.00	50.00	0.00	7/9/2015	10/8/2015		37.50
					rent	625.00						
					Total	640.00						
177	apart4.1	278	as000204	Amberlane Wolcott	570.00 rent	325.00	0.00	0.00	2/1/2010	2/28/2010		0.00
					Total	325.00						
178	apart4.1	278	11074776	James Korne	570.00 rent	625.00	50.00	0.00	9/17/2015	12/16/2015		-333.33
					Total	625.00						
179	apart4.1	278	as000228	Bernard Bucayrell	570.00 rent	525.00	100.00	0.00	9/6/2005	6/30/2008		22.86
					Total	525.00						
180	apart4.1	278	10899504	Gabriel Chavez	570.00 rent	610.00	50.00	0.00	12/14/2013	3/13/2014		-610.00
					Total	610.00						

Monday, September 21, 2015

Rent Roll With Lease Charges

Unit	Unit type	Unit Sq Ft	Resident	Name	Market Rent	Charge Code	Amount	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move-Out	Balance
Current/Notice Residents													
181	apex4.1	278	10859561	R.B. Richardson Jr.	570.00	rent	570.00	0.00	0.00	8/11/2014	9/10/2014		1,196.49
						Total	570.00						
182	apex4.1	278	11027361	Tamara Shockey	570.00	rent	610.00	150.00	0.00	4/1/2015	6/30/2015		29.82
						Total	610.00						
183	apex4.1	278	11015231	Bernard Grudl	570.00	rent	610.00	50.00	0.00	2/13/2015	5/12/2015		-562.32
						Total	610.00						
184	apex4.1	278	11005790	Charles Hughes	570.00	rent	610.00	150.00	0.00	1/7/2015	4/6/2015	9/30/2015	-2.33
						Total	610.00						
185	apex4.1	278	10637464	Randall Kirkland	570.00	rent	525.00	0.00	0.00	11/1/2012	11/30/2012		44.22
						Total	525.00						
186	apex4.1	278	11019374	Vincent Garrett	570.00	rent	610.00	150.00	0.00	2/27/2015	5/26/2015		0.00
						Total	610.00						
187	apex4.1	278	10601235	George Hopper	570.00	rent	520.00	20.00	0.00	5/10/2009	6/30/2009		32.66
						Total	520.00						
188	apex4.1	278	10600236	Reginald Johnson	570.00	rent	515.00	0.00	0.00	5/1/2008	6/30/2009		-1.71
						Total	515.00						
201	apex4.1	283	10600237	Brigg Solter	570.00	rent	535.00	0.00	0.00	5/18/1993	6/30/2009		12.22
						Total	535.00						
202	apex4.1	283	10956348	Timothy Walts	570.00	rent	570.00	50.00	0.00	7/1/2014	9/30/2014		31.26
						Total	570.00						
203	apex4.1	283	10652662	Daniel Altc	570.00	rent	545.00	0.00	0.00	3/19/2014	4/18/2014		43.06
						Total	545.00						
204	apex4.1	283	11066469	Bouchailb Hackaway	570.00	rent	590.00	50.00	0.00	8/7/2015	11/6/2015		0.00
						Total	590.00						
205	apex4.1	283	11015585	Frederick Berk	570.00	rent	570.00	150.00	0.00	2/15/2015	5/15/2015	9/30/2015	49.97
						Total	570.00						
206	apex4.1	283	10513143	Michael Zarella	570.00	rent	500.00	0.00	0.00	8/28/2009	2/27/2010		23.78
						Total	500.00						
207	apex4.1	283	11013910	Robert Jackson	570.00	rent	570.00	150.00	0.00	2/13/2015	5/12/2015		23.51
						Total	570.00						
208	apex4.1	283	10954962	Richard Arnold	570.00	rent	570.00	150.00	0.00	6/28/2014	9/27/2014		143.07
						Total	570.00						

Rent Roll With Lease Changes

Monday, September 21, 2015

Unit	Unit type	Unit Sq Ft	Resident	Name	Married Rent Code	Change Rent Code	Amount	Resident Deposit	Other Deposit	Moves In	Lease Expiration	Moves-Out	Balance
Current/Notice Residents													
209	asas8.1	283	tl069444	Mark Zucaro	570.00 rent	570.00 rent	590.00	150.00	0.00	8/26/2015	11/25/2015		0.00
					Total	Total	590.00						
210	asas8.1	283	tl012682	Wayne Konig	570.00 rent	570.00 rent	570.00	50.00	0.00	2/24/2015	5/23/2015		42.69
					Total	Total	570.00						
211	asas8.1	283	tl028571	Mark Owens	570.00 rent	570.00 rent	570.00	50.00	0.00	3/31/2015	6/30/2015		17.19
					Total	Total	570.00						
212	asas8.1	283	asaz0241	Kenneth Mott	570.00 rent	570.00 rent	525.00	50.00	0.00	8/15/2005	6/30/2009		59.22
					Total	Total	525.00						
213	asas8.1	283	tl064300	Berry Strawn	570.00 rent	570.00 rent	590.00	0.00	0.00	7/30/2015	8/29/2015		0.00
					Total	Total	590.00						
214	asas8.1	283	tl061972	Hawe Makenga	570.00 rent	570.00 rent	590.00	150.00	0.00	7/23/2015	10/22/2015		779.18
					Total	Total	590.00						
215	asas8.1	283	tl078728	Leonard Bruchis	570.00 rent	570.00 rent	570.00	0.00	0.00	9/11/2014	10/10/2014		11.29
					Total	Total	570.00						
216	asas8.1	283	tl057587	Mario, Yolanda Jawekina, Jawekina	570.00 rent	570.00 rent	545.00	50.00	0.00	9/9/2011	12/19/2011		58.32
					Total	Total	545.00						
217	asas8.1	283	tl145767	Julius Christian	570.00 rent	570.00 rent	570.00	150.00	0.00	5/28/2015	8/27/2015		34.48
					Total	Total	570.00						
218	asas8.1	283	asaz0270	Ilgia Ohradovic	570.00 rent	570.00 rent	595.00	0.00	0.00	2/1/2013	2/28/2013		12.12
					Total	Total	595.00						
219	asas8.1	283	tl076482	Elsa Helwig	570.00 rent	570.00 rent	590.00	50.00	0.00	9/18/2015	12/17/2015		-334.33
					Total	Total	590.00						
220	asas8.1	283	tl051662	George Basslin	570.00 rent	570.00 rent	465.00	0.00	0.00	4/7/2010	10/6/2010		110.12
					Total	Total	465.00						
221	asas8.1	283	tl066659	Dwayne Begay	570.00 rent	570.00 rent	570.00	50.00	0.00	8/9/2013	11/19/2013		5.15
					Total	Total	570.00						
222	asas8.1	283	asaz0261	Michael Waidorff	570.00 rent	570.00 rent	525.00	0.00	0.00	3/25/2010	4/28/2010		2.22
					Total	Total	525.00						
223	asas8.1	283	tl088949	Eloy Wilburum	570.00 rent	570.00 rent	555.00	50.00	0.00	11/11/2013	2/10/2014		8.69
					Total	Total	555.00						
224	asas8.1	283	tl076554	Justin Almodovar	570.00 rent	570.00 rent	590.00	150.00	0.00	8/24/2015	11/23/2015		0.00
					Total	Total	590.00						

Rent Roll with Lease Changes

Monday, September 21, 2015

Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent Code	Charge Amount	Resident Deposit	Other Deposit	Moves In	Lease Expiration	Moves Out	Balance
Current/Notice Residents												
225	apex8.1	283	VACANT	VACANT	570.00	0.00	0.00	0.00				0.00
					Total	0.00						
226	apex8.1	283	aszd0248	Security Office	570.00	570.00	0.00	0.00	10/1/2008	6/30/2009		0.00
					rent	-570.00						
					stan							
					Total	0.00						
227	apex8.1	283	aszd0249	Mail Stop	570.00	570.00	0.00	0.00	10/12/2005	6/30/2009		0.00
					rent	-570.00						
					stan							
					Total	0.00						
228	apex8.1	283	10965128	Marilyn Ryan	570.00	570.00	50.00	0.00	8/29/2014	11/28/2014		16.37
					rent							
					Total	570.00						
229	apex8.1	283	10376881	Debbie Mabeley	570.00	570.00	50.00	0.00	9/20/2013	12/19/2013		279.82
					rent							
					Total	570.00						
230	apex8.1	283	10729414	Gerald Harrison	570.00	565.00	50.00	0.00	4/30/2012	7/29/2012		0.00
					rent							
					Total	565.00						
231	apex8.1	283	11054127	William Washburn	570.00	590.00	50.00	0.00	7/1/2015	9/30/2015		11.39
					rent							
					Total	590.00						
232	apex8.1	283	10990583	Richard Muhlig	570.00	570.00	50.00	0.00	11/3/2014	2/2/2015		7.53
					rent							
					Total	570.00						
233	apex8.1	283	10996282	Isolina, Jeff Jimenez, Randall	570.00	570.00	50.00	0.00	11/4/2014	2/13/2015	10/7/2015	17.43
					rent							
					Total	570.00						
234	apex8.1	283	10381156	James Ous	570.00	570.00	50.00	0.00	5/1/2013	7/31/2013		-63.27
					rent							
					Total	570.00						
235	apex8.1	283	1090246	Segundo Varca	570.00	500.00	0.00	0.00	4/16/2013	5/15/2003		35.18
					rent							
					Total	500.00						
236	apex8.1	283	10910141	Gary Cammore	570.00	570.00	50.00	0.00	1/30/2014	4/29/2014		17.09
					rent							
					Total	570.00						
237	apex8.1	283	11034917	Donald Valente Newell-Scout	570.00	570.00	50.00	0.00	5/11/2015	8/10/2015		91.06
					rent							
					Total	570.00						
238	apex8.1	283	10513229	Rodolfo Gonzalez	570.00	425.00	0.00	0.00	8/25/2009	2/24/2010		-20.75
					rent							
					Total	425.00						
239	apex8.1	283	10894365	Jeffrey Harshbarger	570.00	570.00	50.00	0.00	11/20/2013	2/19/2014		14.55
					rent							
					Total	570.00						

Rent Roll with Lease Charges

Monday, September 21, 2015

Unit	Unit type	Unit Sq Ft	Resident	Name	Market Rent Code	Amount	Resident Deposit	Other Deposit	Move-In	Lease Expiration	Move-Out	Balance
Current/Notice Residents												
240	apart.1	283	tl069251	William Carr	570.00 rent	590.00	50.00	0.00	8/25/2015	11/24/2015		-590.00
					Total	590.00						
241	apart.1	283	as000257	Maria Lara	570.00 rent	500.00	0.00	0.00	10/1/2005	6/30/2009		0.00
					empl	-500.00						
					Total	0.00						
242	apart.1	283	tl0571446	Mervin Taylor	570.00 rent	545.00	50.00	0.00	8/10/2011	11/9/2011		22.11
					Total	545.00						
243	apart.1	283	tl059272	Kevin Diamond	570.00 rent	485.00	0.00	0.00	8/5/2009	2/4/2010		6.81
					Total	485.00						
244	apart.1	283	tl060738	Maria Cecilia Macabarro Lalic	570.00 rent	590.00	150.00	0.00	7/25/2015	10/24/2015		37.26
					Total	590.00						
245	apart.1	283	tl0595633	Mark Lehmann	570.00 rent	485.00	0.00	0.00	8/14/2009	2/13/2010		0.00
					Total	485.00						
246	apart.1	283	tl047963	William Siordoulis	570.00 rent	590.00	150.00	0.00	6/4/2015	9/3/2015		17.31
					Total	590.00						
247	apart.1	283	tl0595658	Linda Flanagan	570.00 rent	425.00	0.00	0.00	8/17/2009	2/16/2010		194.21
					Total	425.00						
248	apart.1	283	tl0559091	Anthony Douglas	570.00 rent	595.00	50.00	0.00	4/9/2010	7/8/2010		-32.74
					Total	595.00						
249	apart.1	283	tl0421779	Richard Rueth	570.00 rent	545.00	50.00	0.00	1/31/2011	4/30/2011		2.04
					Total	545.00						
250	apart.1	283	tl0599261	Thomas Ulrich	570.00 rent	575.00	0.00	0.00	8/5/2009	2/4/2010		-97.77
					Total	575.00						
251	apart.1	283	as000262	Maurice McBride	570.00 rent	525.00	25.00	0.00	11/15/2005	6/30/2009		0.00
					Total	525.00						
252	apart.1	283	VACANT	VACANT	570.00	0.00	0.00	0.00				0.00
					Total	0.00						
253	apart.1	283	tl0916829	Michael Musholt	570.00 rent	570.00	0.00	0.00	10/6/2014	11/5/2014		66.40
					Total	570.00						
254	apart.1	283	tl0599215	Steve Norvath	570.00 rent	425.00	0.00	0.00	8/3/2009	2/2/2010		6.53
					Total	425.00						
255	apart.1	283	tl0560423	David De La Huerta	570.00 rent	545.00	50.00	0.00	7/1/2011	9/30/2011		641.92
					Total	545.00						

Rent Roll with Lease Charges

Monday, September 21, 2015

Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent Code	Amount	Resident Deposit	Other Deposit	Move-In	Lease Expiration	Balance
Current/Notice Residents											
256	apart.1	283	10632386	Frederick Rhizan	570.00 rent	545.00	50.00	0.00	3/11/2011	6/10/2011	54.62
					Total	545.00					
257	apart.1	283	10706504	Roger Keller	570.00 rent	555.00	0.00	0.00	1/5/2012	4/4/2012	0.00
					Total	555.00					
258	apart.1	283	as00266	Kathleen Johnson	570.00 rent	595.00	50.00	0.00	9/1/2007	6/30/2009	36.56
					Total	595.00					
259	apart.1	283	VACANT	VACANT	570.00	0.00	0.00	0.00			0.00
					Total	0.00					
260	apart.1	283	VACANT	VACANT	570.00	0.00	0.00	0.00			0.00
					Total	0.00					
261	apart.1	283	10967755	Yvonne Davis	570.00 rent	570.00	150.00	0.00	8/6/2014	11/6/2014	18.61
					Total	570.00					
262	apart.1	283	11019235	Florence Esteque	570.00 rent	570.00	50.00	0.00	3/7/2015	6/6/2015	0.00
					Total	570.00					
263	apart.1	283	as00267	Leroy Helus	570.00 rent	510.00	0.00	0.00	10/4/2001	6/30/2009	11.17
					Total	510.00					
264	apart.1	283	10509251	Carlos Madison	570.00 rent	425.00	0.00	0.00	8/4/2009	2/3/2010	34.25
					Total	425.00					
265	apart.1	283	11027065	Antonietta Ferrara	570.00 rent	545.00	50.00	0.00	6/1/2015	8/31/2015	0.00
					Total	545.00					
266	apart.1	283	11075875	William Johnson	570.00 rent	590.00	50.00	0.00	9/15/2015	12/14/2015	-292.83
					sub	15.00					
					Total	605.00					
267	apart.1	283	as00268	William Smuland	570.00 sub	15.00	0.00	0.00	6/7/2001	6/30/2009	-0.22
					rent	515.00					
					Total	530.00					
268	apart.1	283	as00269	John Allen	570.00 rent	515.00	0.00	0.00	12/30/1999	6/30/2009	10.57
					Total	515.00					
269	apart.1	283	11039129	Dalbert Miles	570.00 rent	570.00	150.00	0.00	5/7/2015	8/6/2015	14.11
					Total	570.00					
270	apart.1	283	11023525	Gerald McCarthy	570.00 rent	570.00	50.00	0.00	3/17/2015	6/16/2015	14.98
					Total	570.00					

Rent Roll with Lease Charges

Monday, September 21, 2015

Unit	Unit type	Unit Sq Ft	Resident	Name	Market Rent	Charge Code	Amount	Resident Deposit	Other Deposit	Move-In	Lease Expiration	Move-Out	Balance
Current/Notice Residents													
271	apart.1	263	t1069442	Deborah McVeil	570.00	rent	590.00	150.00	0.00	9/1/2015	11/30/2015		145.00
						Total	590.00						
272	apart.1	263	aac00272	Sperry, Deborah Shee, Meurer	570.00	rent	595.00	50.00	0.00	3/4/2007	6/30/2009		31.01
						Total	595.00						
273	apart.1	278	aac00202	Donald Johnson	570.00	rent	320.00	0.00	0.00	2/1/2010	2/28/2010		17.67
						Total	320.00						
274	apart.1	278	aac00274	Christopher Fogarty	570.00	rent	520.00	0.00	0.00	4/5/2000	6/30/2009		24.11
						Total	520.00						
275	apart.1	278	00947705	Thomas Williams	570.00	rent	570.00	50.00	0.00	6/24/2014	9/23/2014		-585.13
						SUR	15.00						
						Total	585.00						
276	apart.1	278	aac00122	Yaneshark Wachefico	570.00	rent	400.00	0.00	0.00	5/25/2011	6/24/2011		39.74
						Total	400.00						
277	apart.1	278	00911382	Mark Terronez	570.00	rent	570.00	50.00	0.00	2/1/2014	4/30/2014		14.19
						Total	570.00						
278	apart.1	278	t1069590	Mikel Edwards	570.00	rent	590.00	50.00	0.00	7/14/2015	10/13/2015		8.61
						Total	590.00						
279	apart.1	278	t1062525	Terrence Spohn	570.00	rent	590.00	150.00	0.00	8/1/2015	10/31/2015		11.61
						Total	590.00						
280	apart.1	278	0092617	Janaina Oliveira	570.00	rent	570.00	50.00	0.00	11/8/2014	2/7/2015		1.85
						Total	570.00						
281	apart.1	278	00889799	Junior, Dos Antuna, Antuna	570.00	rent	570.00	50.00	0.00	11/29/2013	2/28/2014		341.78
						Total	570.00						
282	apart.1	278	VACANT	VACANT	570.00		0.00	0.00	0.00				0.00
						Total	0.00						
283	apart.1	278	t0513743	Juan De Marco	570.00	rent	570.00	0.00	0.00	12/15/2009	2/14/2010		56.26
						Total	570.00						
284	apart.1	278	t0308915	Gladys Bradford	570.00	rent	545.00	50.00	0.00	4/7/2011	7/6/2011		92.38
						Total	545.00						
285	apart.1	278	aac00281	Joseph Butler	570.00	rent	525.00	50.00	0.00	8/30/2004	6/30/2009		60.00
						Total	525.00						

Rent Roll with Lease Charges

Monday, September 21, 2015

Unit	Unit type	Unit Sq Ft	Resident	Name	Market Rent Code	Charge Code	Amount	Resident Deposit	Other Deposit	Moves In	Lease Expiration	Moves Out	Balance
Current/Median Residents													
286	apart4.1	278	105978350	Jason Dowling	570.00	stor rent	15.00 570.00	50.00	0.00	9/11/2014	10/10/2014		-59.13
						Total	585.00						
287	apart4.1	278	11007128	Jaqueline Brooks	570.00	rent	570.00	150.00	0.00	2/10/2015	9/9/2015		47.63
						Total	570.00						
288	apart4.1	278	10512235	Steven, Dominick Roberto, Roberto	570.00	rent	485.00	0.00	0.00	1/30/2012	2/29/2012		50.59
						Total	485.00						
301	apart9.1	283	10509310	Jamie Espino	570.00	rent	500.00	0.00	0.00	8/7/2009	2/6/2010		37.91
						Total	500.00						
302	apart9.1	283	VACANT	VACANT	570.00		0.00	0.00	0.00				0.00
						Total	0.00						
303	apart9.1	283	aa00284	Lawrence Winer	570.00	rent	575.00	25.00	0.00	4/1/2006	6/30/2009		0.00
						Total	575.00						
304	apart9.1	283	VACANT	VACANT	570.00		0.00	0.00	0.00				0.00
						Total	0.00						
305	apart9.1	283	11056489	Ralph,Danny Schwick,Ash	570.00	rent	580.00	150.00	0.00	7/14/2015	10/13/2015		39.15
						Total	580.00						
306	apart9.1	283	11046160	Willie, Gloria Parks, Nickis	570.00	rent	580.00	50.00	0.00	6/5/2015	9/4/2015		-62.46
						Total	580.00						
307	apart9.1	283	10515159	Alonzo Jones	570.00	rent	485.00	0.00	0.00	9/4/2009	3/3/2010		33.33
						Total	485.00						
308	apart9.1	283	10513740	Lesha Ven	570.00	rent	535.00	0.00	0.00	8/31/2009	2/28/2010		705.98
						Total	535.00						
309	apart9.1	283	10513250	William, Santal Grato, Michael	570.00	rent	575.00	0.00	0.00	8/28/2009	2/27/2010		44.93
						Total	575.00						
310	apart9.1	283	aa00285	Benard Stevens	570.00	rent	535.00	25.00	0.00	11/3/2005	6/30/2009		-1.91
						Total	535.00						
311	apart9.1	283	11041972	Robert Thomas	570.00	rent	580.00	150.00	0.00	6/1/2015	8/31/2015		0.00
						Total	580.00						
312	apart9.1	283	11041817	Sarah Sisco	570.00	rent	570.00	150.00	0.00	5/14/2015	8/13/2015		0.00
						Total	570.00						
313	apart9.1	283	10741045	Seoul Hamilton	570.00	rent	500.00	50.00	0.00	6/5/2012	9/4/2012		93.73
						Total	500.00						

Rent Roll With Lease Charges

Monday, September 21, 2015

Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent Code	Charge Code	Amount	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move-Out	Balance
Current/Notice Residents													
314	apaz5.1	283	1101402	Talia Bradley	570.00 rent		570.00	150.00	0.00	4/15/2015	7/14/2015		53.24
					Total		570.00						
315	apaz5.1	283	10513248	Norris Pain	570.00 rent		500.00	0.00	0.00	8/28/2009	2/22/2010		0.00
					Total		500.00						
316	apaz5.1	283	aa000288	David Rusyn	570.00 rent		500.00	0.00	0.00	7/24/1995	6/30/2009		0.00
					Total		500.00						
317	apaz5.1	283	11076814	Edward Schell	570.00 rent		590.00	150.00	0.00	9/18/2015	12/17/2015		-334.33
					Total		590.00						
318	apaz5.1	283	10513245	Michael Haderin	570.00 rent		425.00	0.00	0.00	8/28/2009	2/22/2010		21.80
					Total		425.00						
319	apaz5.1	283	11055468	James Drake	570.00 rent		580.00	90.00	0.00	7/2/2015	10/1/2015		0.00
					Total		580.00						
320	apaz5.1	283	11069223	Johnny Pennywell	570.00 rent		590.00	50.00	0.00	9/1/2015	11/30/2015		0.00
					Total		590.00						
321	apaz5.1	283	11075877	Jill Arnold Sumner, Carlson	570.00 rent		590.00	50.00	0.00	9/16/2015	12/15/2015		-45.00
					Total		590.00						
322	apaz5.1	283	11071161	Ashley Smith	570.00 rent		590.00	150.00	0.00	9/1/2015	11/30/2015		0.00
					Total		590.00						
323	apaz5.1	283	11041468	Timothy Fay	570.00 rent		570.00	150.00	0.00	5/13/2015	8/12/2015		0.00
					Total		570.00						
324	apaz5.1	283	11054128	Bonita Sallis	570.00 rent		580.00	150.00	0.00	7/2/2015	10/1/2015	10/2/2015	173.37
					Total		580.00						
325	apaz5.1	283	10503031	Anthony Scott	570.00 rent		425.00	0.00	0.00	8/11/2009	2/10/2010		16.48
					Total		425.00						
326	apaz5.1	283	10776069	Charles Perkins	570.00 rent		500.00	0.00	0.00	9/20/2012	12/19/2012		177.46
					Total		500.00						
327	apaz5.1	283	aa000293	Cable Storage Room	570.00 rent		570.00	0.00	0.00	10/12/2005	6/30/2009		0.00
					stan		-570.00						
					Total		0.00						
328	apaz5.1	283	11000719	Frank Diehl	570.00 rent		570.00	0.00	0.00	3/25/2015	4/24/2015		62.04
					Total		570.00						
329	apaz5.1	283	VACANT	VACANT	570.00		0.00	0.00	0.00				0.00
					Total		0.00						

Rent Roll with Lease Charges

Monday, September 21, 2015

Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent Code	Amount	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move-Out	Balance
Current/Notice Residents												
330	apart.1	283	tl072086	Richard Dittus Sr	570.00 rent	590.00	50.00	0.00	8/28/2015	11/27/2015		76.13
					Total	590.00						
331	apart.1	283	tl088661	Callista Wallace	570.00 rent	580.00	150.00	0.00	7/15/2015	10/14/2015		-0.82
					Total	580.00						
332	apart.1	283	tl0861468	Vernon Gorin	570.00 rent	570.00	150.00	0.00	7/15/2014	10/14/2014		20.76
					Total	570.00						
333	apart.1	283	tl005129	Paul Sumner	570.00 rent	570.00	50.00	0.00	12/30/2014	3/29/2015		15.42
					Total	570.00						
334	apart.1	283	tl060460	Dwayne Johnson	570.00 rent	580.00	50.00	0.00	7/29/2015	10/29/2015		0.00
					Total	580.00						
335	apart.1	283	tl048519	Lamar Miles	570.00 rent	580.00	150.00	0.00	6/19/2015	9/18/2015		66.78
					Total	580.00						
336	apart.1	283	tl0509229	Walker Thornton	570.00 rent	425.00	0.00	0.00	8/11/2009	2/10/2010		7.87
					Total	425.00						
337	apart.1	283	tl0002346	Stephen Prenter	570.00 rent	515.00	0.00	0.00	2/24/1995	6/30/2009		18.73
					Total	515.00						
338	apart.1	283	tl058121	Julie Jenkins	570.00 rent	580.00	150.00	0.00	7/19/2015	10/9/2015		35.86
					Total	580.00						
339	apart.1	283	tl008805	Joe Hudson	570.00 rent	570.00	50.00	0.00	1/17/2015	4/16/2015		0.00
					Total	570.00						
340	apart.1	283	VACANT	VACANT	570.00	0.00	0.00	0.00				0.00
					Total	0.00						
341	apart.1	283	tl012934	Gary Mabane	570.00 rent	575.00	0.00	0.00	8/25/2009	2/24/2010		10.07
					Total	575.00						
342	apart.1	283	VACANT	VACANT	570.00	0.00	0.00	0.00				0.00
					Total	0.00						
343	apart.1	283	tl011966	Lamar Thornton	570.00 rent	570.00	150.00	0.00	1/31/2015	4/30/2015		196.15
					Total	570.00						
344	apart.1	283	tl059831	Terry Cantwell	570.00 rent	980.00	90.00	0.00	7/31/2015	10/30/2015		-6.05
					Total	980.00						
345	apart.1	283	tl066827	Claudia Krause	570.00 rent	555.00	0.00	0.00	8/15/2013	11/14/2013		0.00
					Total	555.00						

Rent Roll with Lease Charges

Monday, September 21, 2015

Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent Code	Amount	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move-Out	Balance
Current/Notice Residents												
346	apart9.1	283	11054475	Kevin Winans	570.00 rent	590.00	150.00	0.00	8/29/2015	11/27/2015		4.13
					uonc	-250.00						
					Total	340.00						
347	apart9.1	283	10913910	Lynn Page	570.00 rent	570.00	50.00	0.00	2/14/2014	5/13/2014		37.50
					Total	570.00						
348	apart9.1	283	10936072	Daniel Crowder	570.00 rent	570.00	50.00	0.00	4/30/2014	7/29/2014		17.89
					Total	570.00						
349	apart9.1	283	10798484	David Harper	570.00 rent	545.00	50.00	0.00	1/11/2013	4/10/2013		901.48
					Total	545.00						
350	apart9.1	283	10981128	Nicholas Polnos	570.00 rent	570.00	150.00	0.00	9/19/2014	12/18/2014		43.27
					Total	570.00						
351	apart9.1	283	11074263	Shantel Anam	570.00 rent	590.00	150.00	0.00	9/8/2015	12/7/2015		-137.67
					Total	590.00						
352	apart9.1	283	10817725	Joe Vierr	570.00 rent	545.00	50.00	0.00	3/20/2013	6/19/2013		12.56
					Total	545.00						
353	apart9.1	283	10606822	Anita Roger Cass Gregory	570.00 rent	525.00	50.00	0.00	11/3/2010	2/2/2011		-10.27
					Total	525.00						
354	apart9.1	283	10799697	Colleen Jeffries	570.00 rent	545.00	50.00	0.00	2/12/2013	4/30/2013		0.00
					Total	545.00						
355	apart9.1	283	11020663	Nejib Jaria	570.00 rent	570.00	0.00	0.00	6/19/2015	7/18/2015		-570.94
					Total	570.00						
356	apart9.1	283	10747918	Betty Ayala	570.00 rent	500.00	50.00	0.00	6/22/2012	9/21/2012		258.18
					Total	500.00						
357	apart9.1	283	10630069	Gabriel Corrala	570.00 rent	525.00	50.00	0.00	3/2/2011	6/1/2011		10.93
					Total	525.00						
358	apart9.1	283	10000008	Richard Gregory	570.00 rent	510.00	50.00	0.00	11/1/2001	6/30/2009		4.79
					Total	510.00						
359	apart9.1	283	10973233	Michael White	570.00 rent	570.00	50.00	0.00	9/3/2014	12/2/2014		43.55
					Total	570.00						
360	apart9.1	283	11051643	Hector Salazar	570.00 rent	580.00	50.00	0.00	8/1/2015	10/31/2015		0.00
					Total	580.00						
361	apart9.1	283	11071256	Thomas Eastherly	570.00 rent	590.00	150.00	0.00	9/1/2015	11/30/2015		0.00
					Total	590.00						

Monday, September 21, 2015

Rent Roll with Lease Charges

Unit	Unit Type	Unit Sq Ft	Resident	Name	Market Rent Code	Charge Amount	Resident Deposit	Other Deposit	Move In	Lease Expiration	Move-Out	Balance
Current/Notice Residents												
362	aaaz9.1	283	10981016	Melike Beze	570.00 rent	570.00	150.00	0.00	9/18/2014	12/17/2014		8.62
					Total	570.00						
363	aaaz9.1	283	11011305	Erik Reiguard	570.00 rent	570.00	50.00	0.00	2/7/2015	5/6/2015		13.77
					Total	570.00						
364	aaaz9.1	283	VACANT	VACANT	570.00	0.00	0.00	0.00				0.00
					Total	0.00						
365	aaaz9.1	283	10950909	Johnny Ruff	570.00 rent	570.00	50.00	0.00	6/16/2014	9/15/2014		24.28
					Total	570.00						
366	aaaz9.1	283	11052355	David Daniel	570.00 rent	580.00	150.00	0.00	6/19/2015	9/18/2015		14.71
					Total	580.00						
367	aaaz9.1	283	10674138	Nathan Boscher	570.00 rent	525.00	50.00	0.00	9/2/2011	12/1/2011		-1.96
					Total	525.00						
368	aaaz9.1	283	aaaz00313	Storage Room	570.00 rent san	525.00 -525.00	0.00	0.00	10/12/2005	6/30/2009		0.00
					Total	0.00						
369	aaaz9.1	283	10964517	Amari Ndaye	570.00 rent	570.00	50.00	0.00	8/12/2014	11/11/2014	9/21/2015	175.21
					Total	570.00						
370	aaaz9.1	283	aaaz00314	Craig Ford	570.00 rent	520.00	0.00	0.00	8/6/1999	6/30/2009		12.22
					Total	520.00						
371	aaaz9.1	283	10943326	Robert Wiseman	570.00 rent	570.00	50.00	0.00	5/24/2014	8/23/2014		-560.36
					Total	570.00						
372	aaaz9.1	283	10756959	Clyde Strong	570.00 rent	525.00	0.00	0.00	4/17/2014	5/16/2014		724.48
					Total	525.00						
Future Residents/Applicants												
225	aaaz9.1	283	11074785	Joyce Anderson	570.00	0.00	0.00	0.00	10/1/2015	12/31/2015		-25.00
					Total	0.00						
304	aaaz9.1	283	11076477	Nicholas Calvert	570.00	0.00	0.00	0.00	10/1/2015	12/31/2015		5.00
					Total	0.00						

Rent Roll with Lease Charges

Monday, September 21, 2015

Unit	Unit type	Unit Sq Ft	Resident Name	Market Rent	Change Rent Code	Amount	Resident Deposit	Other Deposit	# of Units	Unit Occupancy	Move-Out	Balance
Summary of Changes by Charge Code (Current/Notice residents only)												
Current/Notice Res.												
Future Residents/Applicants												
Occupied Units												
Vacant Units												
Totals:												

Summary of Changes by Charge Code (Current/Notice residents only)

empt	-500.00
rent	109,118.33
gran	-5,245.00
stor	75.00
ucorc	-288.06
Total	<u>103,160.27</u>

Rent roll with Lease Changes

Monday, September 21, 2015

SCHEDULE 1.1.4
LIST OF PERSONAL PROPERTY

Attached

Property Name

Property Inventory

DATE: 28-Jul-15
 PREPARED BY: Michael Mikula
 CATEGORY:

INVENTORY NUMBER	ITEM	SERIAL NUMBER	PURCHASE DATE	PURCHASE PRICE	NEW/USED	DATE OF DELETION	REASON FOR DELETION
1	Maintenance Shop						
2	Power Snake (Right)	27610923			New		
3	Appliance Dolly						
4	Furniture Dolly w/ solid wheels						
5	Furniture Dolly w/air wheels						
6	Spandex Key Machine						
7	Step Ladder (yellow and black)						
8	Bolt Cutters	1318154					
9	Hand saw (Wood)						
10	Large Clamps	114474					
11	Large Clamps	114474					
12	Grinder (Dewalt)	861352					
13	Caulking Gun (Manual)						
14	Caulking Gun (Manual)						
15	Table Vice						
16	Pain Sprayer (Megnum)	261820					
17	Large Breaker Bar	132616					
18	Small Breaker Bar	132613					
19	Rubber Mallet						
20	2 in Sledge Hammer						
21	Claw hammer						
22	Sawall	42597					
23	Handryer (1500 watts)						
24	12 in Taping Knife						
25	9 in Taping Knife						
26	5 in Taping Knife						
27	2 in Taping Knife						
28	Torque Wrench						
29	Paint Sprayer Gun	132572					
30	Demolition	DE465N					
31	File Set	132577					
32	Holesaw 1 1/2						
33	Hacksaw						
34	Jigsaw						
35	Circular Saw						
36	Power Washer (Electric) Excell BRL 800E 1600PSI						
37	Ozone Generator	125461					
38	Ryobi Cordless Drill 18V w/ 1/4" x 1/2" bits	531479					
39	Ryobi Cordless Drill 18V w/ 1/4" x 1/2" bits	531479					

Desert Manor

Property Inventory

DATE: 28-Jul-15

PREPARED BY: Michael Mikula

[illegible]

Desert Manor

DATE: 28-Jul-15

DATE: 28-Jul-15

PREPARED BY: Michael Mikula

[illegible]

SCHEDULE 1.1.5

LIST OF PENDING TAX AND INSURANCE CLAIMS

- 1. Pending Tax Claims: None**
- 2. Pending Insurance Claims: None**

SCHEDULE 1.1.5(b)**LIST OF CONTRACTS**

Vendor	Date of Agreement
Alternative Office Systems	8/13/2014
AQUA CHILL of Las Vegas	1/16/2015
Cintas (Document Shredding)	
Cintas (Uniforms)	3/4/2015
Cox Communications (Bulk Cable)	6/8/2015
Cox Communications (Internet for office)	6/9/2015
Desert Fire Protection	2/4/2015
D-Termination	10/20/2005
Inntel Management	11/9/2005
On-Site.com	3/13/2014
Scentair	12/20/2011
Securitas	3/29/2015
Signius (Answering Service)	4/3/2015
Stanley (Fire alarm monitoring)	8/18/2008
Stanley (Office alarm monitoring)	5/20/2015
WASH (629 S. Main St.)	3/12/2015
WASH (608 S. 1st St.)	9/30/2014
WASH (washer/dryer rental)	8/16/2006

SCHEDULE 4.2.1

LIST OF PENDING TAX PROTESTS

NONE



First American Title Insurance Company
National Commercial Services
Skylight Tower, 1660 West 2nd Street, Suite 700 • Cleveland, OH 44113
Office Phone:(800)424-6446 Office Fax:(866)790-6739

Seller's Final Settlement Statement

Property:

Southeast Corner of Bonneville, Avenue and Main Street, Las Vegas, NV

File No:

NCS-741514-CLE

Officer:

Kristie Vehovec/TZ

Settlement Date:

12/30/2015

Disbursement Date:

12/30/2015

Print Date:

11/15/2018, 3:04 PM

Buyer:

RPM Investments as Qualified Intermediary for 1060 Broadway, LLC as to 26% Interest; RPM Investments as Qualified Intermediary for Oakwood Plaza, LLC as to 64% Interest; K&J Las Vegas Endeavor, LLC as to 10% Interest

Address:

Seller:

FC/LW Vegas, LLC

Address:

c/o Forest City Enterprises, Inc. , 50 Public Square, Terminal Tower, Suite 700, Cleveland, OH 44113

Charge Description	Seller Charge	Seller Credit
Consideration:		
Total Consideration		7,779,816.00
Adjustments:		
North Property Note & Deed of Trust	2,450,250.00	
South Property Note & Deed of Trust	3,384,612.00	
Credit to Seller - Greenburg Traurig Invoice		5,000.00
Cr-Seller/Int. due 12/30 to 12/31/2015,incls		604.17
Prorations:		
County Tax 12/30/15 to 03/31/16 @\$17,102.27/qtr		17,430.26
Rents-Bookstore 12/30/15 to 08/31/16 @\$7,500.00/mo	60,483.87	
Rents-Clear Channel (Billboard) 12/30/15 to 03/31/16 @\$133.33/mo	408.59	
Rents-Sprint/PCS (cell tower) 12/30/15 to 12/31/15 @\$1,211.29/mo	78.15	
Pre-Paid License Fees - Sletten License 12/30/15 to 06/30/16 @\$2,250.00/mo	13,645.16	
Rents-Wash Laundry - 608 First St. 12/30/15 to 12/31/15 @\$5.00/mo	0.32	
Rents-Wash Laundry - 629 Main St. 12/30/15 to 12/31/15 @\$5.00/mo	0.32	
Commission:		
Commission Paid at Settlement to First Commercial Real Estate Services	206,623.40	
Commission Paid at Settlement to Newmark Knight Frank	206,623.40	
Title/Escrow Charges to:		
Commitment to First American Title Insurance Company National Commercial Services	395.00	
Amend Title /Amend Commitment (October, 2015) to First American Title Insurance Company National Commercial Services	395.00	
Update Fee to First American Title Insurance Company National Commercial Services	150.00	
Closing-Escrow Fee (split 50/50) to First American Title Insurance Company National Commercial Services	1,000.00	
Closing-Post Closing Escrow Fee (split 50/50) to	450.00	
Policy-Standard ALTA 2006 Owner's - \$7,779,816.00; Standard-\$7,391.50; Ext-\$1,556. to First American Title Insurance Company National Commercial Services	7,391.50	
Record Grant Deed to First American Title Insurance Company National Commercial Services	51.00	
Record Release /Reconveyance -Release of Memorandum of Lease to First American Title Insurance Company National Commercial Services	18.00	
Record Release /Reconveyance - Release of Memorandum of Lease to First American Title Insurance Company National Commercial Services	18.00	
Documentary Transfer Tax-State (split 50/50) to First American Title Insurance Company National Commercial Services	19,839.00	
Disbursements Paid:		
Third Installment - 2015/2016 Real Estate Tax to Clark County Treasurer Office	17,102.27	
Cash (X To) (From) Seller	1,433,315.45	
Totals	7,802,850.43	7,802,850.43

NOTE: THE SELLER AND BUYER HAVE AGREED TO HANDLE PRORATION OF THE APARTMENT RENTS AND ADJUSTMENT OF SECURITY DEPOSITS ATTRIBUTABLE TO THE APARTMENT (per 4.2.4 of PSA) AS WELL AS AMOUNTS DUE UNDER SERVICE CONTRACTS AND UTILITIES (per 4.2.3. of PSA) DIRECTLY OUTSIDE OF THIS ESCROW CLOSING.

Seller's Final Settlement Statement

Settlement Date: 12/30/2015
Print Date: 11/15/2018

File No: NCS-741514-CLE
Officer: Kristie Vehovec/TZ

NOTE: SELLER ACKNOWLEDGES THAT THERE ARE NO SECURITY DEPOSITS RELATING TO THE COMMERCIAL LEASES (per 4.2.4) TO BE ADJUSTED IN THE CLOSING OF THE SUBJECT ESCROW. SELLER ACKNOWLEDGES THAT THERE ARE NO LEASING COSTS (per 4.2.6 of PSA) TO BE PAID IN THE CLOSING OF THIS ESCROW.

NOTE: BUYER HEREBY DIRECTS FIRST AMERICAN TITLE COMPANY TO DISBURSE ANY EXCESS FUNDS DEPOSITED ON BEHALF OF BUYERS TO JJK PARTNERS IN REIMBURSEMENT OF A PORTION OF THE EARNEST MONEY DEPOSIT UPON CLOSING, WHICH SUM IS CURRENTLY ESTIMATED TO BE \$188,683.60.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of the ____ day of October, 2015 (the "Effective Date"), by and between FC/LW VEGAS, LLC, a Delaware limited liability company (hereinafter referred to as "Seller"), and WORLD INVESTMENT NETWORK, INC., a California corporation (hereinafter referred to as "Purchaser").

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Property

1.1. **Sale of Property.** Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the following:

1.1.1. **Land and Improvements.** That certain real property comprising (a) approximately 2.41 acres and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, and being more particularly depicted on the Site Plan attached hereto as Exhibit A and legally described on Exhibit A-1 attached hereto (the "South Land"), and (b) approximately 3.0 acres and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, and being more particularly depicted on the Site Plan attached hereto as Exhibit A-2 and legally described on Exhibit A-3 attached hereto (the "North Land", and together with the South Land, collectively, the "Land"), together with any improvements, structures and facilities located at, on or affixed to the Land (including, without limitation, that certain (i) bookstore having an address of 601 S. Main Street, and (ii) apartment building having an address of 629 S. Main Street) (collectively, the "Improvements");

1.1.2. **Leases.** All leases, subleases, licenses and other occupancy agreements, together with any and all amendments, modifications or supplements thereto (collectively, the "Leases") affecting the Property (as hereinafter defined), including, but not limited to, the Leases described on Schedule 1.1.2 attached hereto (the "Rent Roll"), and all prepaid rent attributable to the period following the Closing (as defined in Section 4.1 below), and subject to Section 4.2.4 below, the security deposits under such Leases (collectively, the "Leasehold Property");

1.1.3. **Real Property.** All rights and privileges appurtenant to Seller's interest in the Land and the Improvements, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants, vacation approvals, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, occupancy, operation, maintenance, beneficial use and enjoyment of the Land and the Improvements (the Land, the Improvements and all

such easements and appurtenances are sometimes collectively referred to herein as the "Real Property");

1.1.4. Personal Property. All personal property (including equipment, but excluding any personal computers), if any, owned by Seller and located on the Real Property as of the Effective Date; all inventory, if any, owned by Seller and located on the Real Property on the date of Closing; and all fixtures, if any, owned by Seller and located on the Real Property as of the Effective Date (collectively, the "Personal Property"); and

1.1.5. Intangible Property. All (a) non-exclusive logos, trademarks and trade names, if any, used or useful in connection with the Real Property (collectively, the "Trade Names"), but only to the extent that the same are not trademarks or trade names of Seller or any of Seller's affiliated companies, (b) service, equipment, supply, parking, construction, security, management and maintenance contracts relating to the Property and listed on Schedule 1.1.5(b) attached hereto (the "Contracts") which are not terminated as of the Closing Date pursuant to Section 9.6 hereof, (c) engineering, electrical, mechanical, landscape, architectural, design and/or construction plans and specifications relating to the Real Property and/or Improvements to the extent such items are in the possession or control of Seller (collectively, the "Plans"), and (d) guarantees, licenses, approvals, certificates, permits and warranties relating to the Real Property, Personal Property, Plans and Contracts, to the extent assignable by Seller (collectively, the "Permits", and together with the Trade Names, Contracts and Plans hereinafter, collectively, the "Intangible Property").

The Real Property, the Leasehold Property, the Personal Property, and the Intangible Property are sometimes collectively hereinafter referred to as the "Property". It is hereby acknowledged by the parties that Seller shall not convey to Purchaser claims relating to any real property tax refunds or rebates, existing insurance claims and any existing claims against current and previous tenants of the Property, in each case accruing for periods prior to Closing, which claims shall be reserved by Seller and which claims (other than those against previous tenants) are disclosed on Schedules 1.1.2 and 1.1.5 attached hereto and incorporated herein by this reference.

ARTICLE II.

Purchase Price

2.1. Purchase Price. The purchase price for the portion of the Property that relates to the South Land shall be Four Million Five Hundred Twelve Thousand Eight Hundred Sixteen and 00/100 Dollars (\$4,512,816.00) (the "South Purchase Price") and the purchase price for the portion of the Property that relates to the North Land shall be Three Million Two Hundred Sixty-Seven Thousand and 00/100 Dollars (\$3,267,000.00) the "North Purchase Price", and together with the South Purchase Price, the "Purchase Price". The Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at Closing in the following manner:

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2.1.1. South Purchase Price. Subject to the terms of this Agreement, Purchaser shall pay to Seller in cash at Closing the amount of One Million One Hundred Twenty-Eight Thousand Two Hundred Four and 00/100 Dollars (\$1,128,204.00) (the "**South Closing Date Purchase Price**"). The remaining balance of the South Purchase Price in the amount of Three Million Three Hundred Eighty-Four Thousand Six Hundred Twelve and 00/100 Dollars (\$3,384,612.00) shall be paid in accordance with the terms and conditions of a promissory note in a form reasonably acceptable to Seller and Purchaser and which shall be executed and delivered by Purchaser to Seller at Closing (the "**South Promissory Note**"). The South Promissory Note shall (a) have a term of three (3) years from the Closing Date ("**Maturity Date**"), and (b) bear interest at the rate of four and one-half percent (4 ½%) per annum for the first year, five and one-half percent (5 ½%) per annum for the second year and six and one-half percent (6 ½%) per annum for the third year, with interest payable monthly commencing on the first (1st) day of the month following the month of the Closing and continuing on the first (1st) day of each month thereafter through the Maturity Date (or such earlier date as the South Promissory Note shall be paid in full by Purchaser). There shall be no required payments of principal prior to the Maturity Date. The principal balance of the South Promissory Note may be paid, without penalty, at any time prior to the Maturity Date, but in no event later than the Maturity Date, together with all accrued and unpaid interest thereon.

2.1.2. North Purchase Price. Subject to the terms of this Agreement, Purchaser shall pay to Seller in cash at Closing the amount of Eight Hundred Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$816,750.00) (the "**North Closing Date Purchase Price**"). The remaining balance of the North Purchase Price in the amount of Two Million Four Hundred Fifty Thousand Two Hundred Fifty and 00/100 Dollars (\$2,450,250.00) shall be paid in accordance with the terms and conditions of a promissory note in the same form and upon the same terms as the South Promissory Note, which promissory note shall be executed and delivered by Purchaser to Seller at Closing (the "**North Promissory Note**"). In addition, pursuant to an escrow agreement, which shall be in a form reasonably acceptable to Seller and Purchaser (the "**Escrow Agreement**"), Purchaser shall deposit with Escrow Agent at Closing cash in the amount of One Hundred Seventy-Seven Thousand Six Hundred Forty-Three and 13/100 (\$177,643.13) from which Seller shall have the right to draw monthly interest payments owed by Purchaser to Seller pursuant to the North Promissory Note. Purchaser shall pay all fees of Escrow Agent for performing its duties under the Escrow Agreement.

2.1.3. Mortgages. Subject to the terms of this Agreement, Purchaser shall execute and deliver to Seller at Closing a first mortgage on each of the South Land (and related Improvements) and North Land (hereinafter referred to as the "**South Mortgage**" and "**North Mortgage**", respectively, and collectively, as the "**Mortgages**"). The Mortgages shall each be in a form reasonably acceptable to Purchaser and Seller, and will provide security for the timely, full and faithful performance of Purchaser's obligations under the South Promissory Note and North Promissory Note (collectively, the "**Promissory Notes**"). The Promissory Notes will be cross-defaulted with one another and the Mortgages shall be cross-collateralized and cross-defaulted with one another.



2.1.4. Release of Mortgages. The Mortgages shall contain the following lien release provisions:

(a) South Mortgage. Upon payment to Seller of principal in the aggregate amount of Two Million One Hundred Thousand and 00/100 Dollars (\$2,100,000.00) plus all accrued and unpaid interest on the South Promissory Note, Seller agrees to promptly cause to be released from the South Mortgage, at Purchaser's option by written notice to Seller, either parcels A, B and C or parcels D through I, inclusive, as depicted on Exhibit A. The remaining parcels not so released shall be released only upon payment in full of the unpaid balance owed under the South Promissory Note; and

(b) North Mortgage. Seller agrees to release from the North Mortgage one or more individual whole parcels, but in no event less than a whole parcel, as depicted on Exhibit A-2, upon the payment to Seller of (i) a principal amount equal to the square footage of the parcel(s) to be released multiplied by \$30.00 per square foot, plus (ii) all accrued and unpaid interest on the North Promissory Note. Purchaser shall notify Seller in writing designating the specific parcel(s) it desires to be released and, following payment to Seller as aforesaid, Seller agrees to promptly cause such parcel(s) to be released from the North Mortgage.

ARTICLE III.

Deposit

3.1 Deposit. Within three (3) business days after the mutual execution of this Agreement, Purchaser shall deliver, by wire transfer or bank or cashier's check, at Purchaser's election, an amount equal to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "**Deposit**") with First American Title Insurance Company located at 1600 West 2nd Street, Suite 700, Cleveland, Ohio 44113 (the "**Escrow Agent**"), in immediately available federal funds. The proceeds of the Deposit shall be deposited and held by Escrow Holder as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement, and shall be credited against the Purchase Price if the transaction closes. By its execution hereof, the Escrow Agent shall confirm and acknowledge receipt of the Deposit.

3.2. Intentionally Omitted.

3.3. Application of Deposit. If the Closing occurs, the Deposit shall be paid to Seller and credited against the Purchase Price at Closing. If the Closing does not occur in accordance with the terms hereof, the Deposit shall be held and delivered as hereinafter provided.

3.4. Interest on Deposit. The Deposit shall (i) be held in an interest-bearing escrow account by Escrow Agent with First American Trust, F.S.B., and (ii) include any interest earned thereon. To allow the interest bearing account to be opened, Purchaser shall provide Escrow Agent with a completed W-9 form. All interest accruing on the Deposit shall be held for the account of Purchaser.

3.5. Escrow Agent. Escrow Agent is executing this Agreement to acknowledge Escrow Agent's responsibilities hereunder, which may be modified only by a written amendment signed by all of the parties. Any amendment to this Agreement that is not signed by Escrow Agent shall be effective as to the parties thereto, but shall not be binding on Escrow Agent. Escrow Agent shall accept the Deposit with the understanding of the parties that Escrow Agent is not a party to this Agreement except to the extent of its specific responsibilities hereunder, and does not assume or have any liability of the performance or non-performance of Purchaser or Seller hereunder to either of them. Additional provisions with respect to the Escrow Agent are set forth in Section 16.17 hereof.

ARTICLE IV.

Closing, Prorations and Closing Costs

4.1. Closing. The closing of the purchase and sale of the Property (the "Closing") shall occur on or, at Purchaser's election, before, the date that is thirty (30) days after the expiration of the Feasibility Period or Purchaser's earlier waiver of the same (the "Closing Date"). The Closing shall take place through the Escrow Agent, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to the Escrow Agent and available on the Closing Date, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

4.2. Prorations. All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise specifically set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. The provisions of Section 4.2 shall survive the Closing.

4.2.1. Taxes. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Seller shall pay all real estate and personal property taxes and special assessments attributable to the Property to, but not including, the Closing Date. If the real estate and/or personal property tax rate and assessments have not been set for the year in which the Closing occurs, then the proration of such taxes shall be based upon the rate and assessments for the preceding tax year and such proration shall be adjusted in cash between Seller and Purchaser upon presentation of written evidence that the actual taxes paid for the year in which the Closing occurs differ from the amounts used in the Closing in accordance with the provisions of Section 4.2.5 hereof. All taxes imposed due to a change of use of the Property after the Closing Date shall be paid by Purchaser. If any taxes which have been prorated shall subsequently be reduced by abatement, the amount of such abatement, less the cost of obtaining the same and after deduction of sums payable to tenants under Leases or expired or terminated Leases, shall be equitably apportioned between the parties hereto. To the extent Seller is currently undertaking a tax protest or similar action in an effort to obtain a reduction or



abatement of the real estate taxes (a "Tax Protest"), the status of the Tax Protest is set forth on Schedule 4.2.1 attached hereto.

4.2.2. Insurance. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Purchaser shall be obligated (at its own election) to obtain any insurance coverage deemed necessary or appropriate by Purchaser as of the Closing Date.

4.2.3. Utilities. Purchaser and Seller hereby acknowledge and agree that the amounts of all telephone, electric, sewer, water and other utility bills, trash removal bills, janitorial and maintenance service bills and all other operating expenses relating to the Property and allocable to the period prior to the Closing Date shall be determined and paid by Seller before Closing, if possible, or shall be paid thereafter by Seller or adjusted between Purchaser and Seller immediately after the same have been determined. Seller shall attempt to have all utility meters read on the Closing Date. Purchaser shall cause all utility services to be placed in Purchaser's name as of the Closing Date. If permitted by the applicable utilities, all utility deposits in Seller's name shall be assigned to Purchaser as of the Closing Date and Seller shall receive a credit therefor at Closing.

4.2.4. Rents. Rents (including, without limitation, estimated pass-through payments, payments for common area maintenance reconciliations and all additional charges payable by tenants under the Leases, including, without limitation, percentage rents to the extent applicable) (collectively, "Rents") collected by Seller prior to Closing shall be prorated as of the Closing Date. During the period after Closing, Purchaser shall deliver to Seller any and all Rents accrued but uncollected as of the day prior to the Closing Date to the extent subsequently collected by Purchaser. For a period of ninety (90) days after Closing, Seller shall have the right to proceed against existing tenants at the Property for unpaid Rents allocable to the period of Seller's ownership of the Property but shall in no event seek to evict such tenants. There shall be no such time restriction with respect to former tenants. The amount of any unapplied security deposits and other deposits under the Leases held by Seller in cash at the time of Closing shall be credited against the Purchase Price; accordingly, Seller shall retain the actual cash deposits.

4.2.5. Calculations. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire Closing Date. All such prorations shall be made on the basis of the actual number of days of the year which shall have elapsed as of the Closing Date and a three hundred sixty five (365) day year. The amount of such prorations shall be initially calculated at least five (5) business days prior to Closing but shall be subject to adjustment in cash after the Closing as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Purchaser agree to cooperate and use their best efforts to make such adjustments no later than ninety (90) days after the Closing. Except as set forth in this Section 4.2, all items of income and expense which accrue for the period prior to the Closing will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing will be for the account of Purchaser.



4.2.6. Leasing Costs. For purposes of this Agreement: (i) the term "Existing Leases" shall mean each of the Leases which are in effect as of the Effective Date; (ii) the term "New Leases" shall mean any Lease entered into after the Effective Date but prior to the Closing; and (iii) the term "Modifications" shall mean any renewals, extensions or amendments to Leases. Except as otherwise expressly set forth herein, Seller shall be responsible for all costs associated with the Leases, including, without limitation, tenant improvement costs, tenant relocation costs, leasing and brokerage commissions and other leasing costs granted or to be paid under Existing Leases and New Leases; **provided, however,** all leasing commissions and leasing costs (whether in the Leases, brokerage agreements or any other source) disclosed to Purchaser which are attributable to existing options in the Leases, to the extent such options are exercised after the Closing, shall be paid by Purchaser.

4.2.7. Prepaid Items. Any prepaid items, including, without limitation, Rent, fees for licenses which are transferred to Purchaser at the Closing and annual permit and inspection fees shall be apportioned between Seller and Purchaser at the Closing.

4.3. Closing and other Costs. Seller shall pay (a) the cost of a standard ALTA owner's title policy; (b) one-half (1/2) of all escrow fees and costs; (c) one-half (1/2) of all transfer taxes associated with the transfer of the Real Property; (d) all recording fees for the Deed (as defined in Section 11.2.1) and documents necessary to remove Title Objections (as defined in Section 6.1); (e) delinquent property taxes and assessments (if any); and (f) Seller's share of prorations. Purchaser shall pay (i) with respect to the title policy, all costs related to title policy endorsements and extended coverage requested by Purchaser (but excluding endorsements to be obtained by Seller to address any Purchaser Title Objections under Section 6.1); (ii) the cost of any Survey (as defined in Section 6.1); (iii) other than those described in Section 4.3(d) above, all document recording charges and documentary fees, including those relating to the Notes and Mortgages; (iv) one-half (1/2) of all transfer taxes associated with the transfer of the Real Property; (v) one-half (1/2) of all escrow fees and costs; and (vi) Purchaser's share of prorations. Except as provided below, Purchaser and Seller shall each pay their own respective legal and professional fees. Purchaser shall pay one hundred percent (100%) of all costs of Purchaser's due diligence, including fees due its consultants and all costs and expenses of any new or updated Phase I or other environmental studies which Purchaser desires to obtain with respect to the Property. Purchaser shall reimburse Seller for all of Seller's "out-of-pocket" costs and expenses relating to the Notes and Mortgages, including reasonable outside counsel fees and expenses relating to the preparation of the Notes and Mortgages, provided, however, such costs and expenses shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00). All other costs and expenses shall be allocated between Purchaser and Seller in accordance with the customary practice of Clark County, Nevada or as may otherwise be provided in this Agreement.

ARTICLE V.

Purchaser's Right of Inspection; Feasibility Period

5.1. Right to Evaluate. Commencing on the Effective Date and continuing until 5:00 p.m. Pacific time on November 30, 2015 (the "Feasibility Period"), Purchaser and its



agents shall have the right during business hours (with reasonable advance notice to Seller and subject to the rights of tenants in possession), at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate, in its sole and absolute discretion; provided, however, that in no event shall (i) such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property or the rights of the tenants at the Property, (ii) Purchaser or its agents or representatives conduct any invasive physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, "Physical Testing"), without Seller's prior written consent, which consent may be given or withheld in Seller's sole discretion, or (iii) Purchaser or its agents or representatives conduct interviews with any tenants or other occupants of the Property (other than the Bookstore Tenant, as such term is defined in Section 10.2.4).

Seller shall cooperate with Purchaser's investigations of the Property, including providing Purchaser and its agents reasonable access to Seller's representatives (including the Property manager) to ask questions and make inquiries and investigations. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any such inspection, provided Seller or its agents do not unreasonably interfere with such inspections.

In the event Purchaser desires to conduct any Physical Testing of the Property, then Purchaser shall submit to Seller, for Seller's approval, a written detailed description of the scope and extent of the proposed Physical Testing, which approval may be given or withheld in Seller's sole discretion. If Seller does not approve the Physical Testing or approves only a portion thereof or fails to provide notice of grant or denial within five (5) business days following Purchaser's request, Purchaser may, at its option, by sending written notice to Seller, elect to, either (i) terminate this Agreement or (ii) conduct during the Feasibility Period that portion of the Physical Testing approved by Seller, if any, or if Seller disapproves the entire proposed Physical Testing, affirmatively agree to forego any Physical Testing of the Property. In the event Purchaser terminates this Agreement as aforesaid, the Deposit shall be promptly refunded to Purchaser and this Agreement shall terminate and be of no further force and effect other than the Surviving Termination Obligations (as hereinafter defined). In no event shall Seller be obligated, as a condition of this transaction, to perform or pay for any environmental remediation of the Property recommended by any such Physical Testing. After making such tests and inspections, Purchaser agrees to promptly restore the Property to substantially the same condition the Property was in prior to such tests and inspections, subject to reasonable wear and tear arising from such Physical Testing (which obligation shall survive any termination of this Agreement). Notwithstanding the foregoing and anything herein to the contrary, in no event shall Purchaser be obligated to perform any environmental remediation of the Property recommended by any such Physical Testing prior to Closing.

Prior to Purchaser entering the Property to conduct the inspections and tests described above, Purchaser shall obtain and maintain during the term of this Agreement, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and



maintain, and, upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and tests.

5.2. Inspection Obligations and Indemnity. In connection with Purchaser's inspection and permitted Physical Testing of the Property, Purchaser and its agents and representatives shall: (a) not unreasonably disturb the tenants or other occupants of the Improvements or interfere with their use of the Real Property pursuant to their respective Leases; (b) not unreasonably interfere with the operation and maintenance of the Real Property; (c) not damage any part of the Property, except as reasonably necessary to conduct the Physical Testing, or damage any personal property owned or held by any tenant; (d) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees, or any tenant; (e) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (f) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (g) restore the Improvements and the surface of the Real Property to substantially the same condition in which the same was found before any such inspection or tests were undertaken, subject to reasonable wear and tear arising from such inspection; and (h) not reveal or disclose any information obtained during the Feasibility Period concerning the Property to anyone outside Purchaser's organization other than its agents, attorneys, lenders, consultants and representatives, except to the extent required by law or pursuant to judicial or administrative mandate. Purchaser shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting its inspection of the Property, including any approved Physical Testing.

Purchaser shall, and does hereby agree to indemnify, defend and hold Seller, its members, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) to the extent arising solely out of Purchaser's or Purchaser's agents' actions taken in, on or about the Property in the exercise of the rights granted pursuant to Section 5.1; provided, however, in no event shall Purchaser be liable in any manner or have any indemnification or remediation obligation to Seller for the mere uncovering or discovery of any condition(s) at the Property. Purchaser's indemnification, defense and hold harmless obligations shall not apply to any liabilities arising from Seller's negligence, willful or wanton misconduct or Pre-Existing Conditions, except to the extent such Pre-Existing Conditions were exacerbated due to Physical Testing by Purchaser or Purchaser's agents. "Pre-Existing Conditions" means any and all contamination located at, on or beneath the Land, including without limitation contamination of soils, surface water and groundwater, existing at the time of the Physical Testing. Seller advises Purchaser that various types of contamination may exist on or under the Land as a result of the historical use of the Land and/or land adjoining or in the vicinity of the Land and shall take, or cause Purchaser's agents to take, appropriate precautions in connection with any Physical Testing.



This Section 5.2 shall survive the Closing or any earlier termination of this Agreement; provided, however, Seller must notify Purchaser in writing of any claim for which it is seeking indemnification from Purchaser under this Section 5.2 within sixty (60) days of obtaining knowledge of such claim.

5.3. Seller Deliveries. Seller, at its sole cost and expense, shall deliver to Purchaser via electronic mail (to the extent practical) or if not practical, otherwise as permitted in Section 16.1, all of the items specified on Exhibit B attached hereto (the "Documents"), within ten (10) business days after the Effective Date and, thereafter, during the pendency of this Agreement, with updates of such Documents if additional material information relating to such Documents becomes available, to the extent such items are in Seller's possession or control or in the possession or control of Seller's Property manager; provided, however, except as otherwise expressly set forth in Section 7.1 hereof, Seller makes no representations or warranties of any kind regarding the accuracy, thoroughness or completeness of or conclusions drawn in the information contained in such Documents, if any, relating to the Property. Notwithstanding anything contained in the preceding sentence, Seller shall not deliver or make available to Purchaser Seller's strictly internal memoranda, attorney-client privileged materials, internal appraisals and economic evaluations of the Property, and reports regarding the Property prepared by Seller or its affiliates solely for internal use or for the information of the investors in Seller. Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in materials so furnished and any and all claims arising out of any duty of Seller to acquire, seek or obtain such materials except to the extent such duty expressly exists under this Agreement. The provisions of the last sentence of this Section 5.3 shall survive Closing or any earlier termination of this Agreement.

5.4. Independent Examination. Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller (excluding the matters expressly represented by Seller in Article VII hereof) or of any officer, director, employee, agent or attorney of Seller with respect to acquiring the Property. The provisions of this Section 5.4 shall survive Closing or any earlier termination of this Agreement.

5.5. Feasibility Period Termination Right. In the event that Purchaser determines that it does not desire to acquire the Property for any reason or no reason, Purchaser shall provide written notice of such determination to Escrow Agent and Seller on or before the end of the Feasibility Period, and, subject to the Surviving Termination Obligations (as defined in Section 16.12 herein), this Agreement shall terminate, the Deposit shall be delivered to Purchaser without the need for any additional documentation and thereupon neither party shall have any further rights or obligations to the other hereunder. If Purchaser shall fail to timely notify Seller in writing of its election to terminate this Agreement on or before the expiration of the Feasibility Period, time being of the essence, the termination right described in this Section 5.5 shall be immediately null and void and of no further force or effect. Purchaser's failure to provide such notice on or before the end of the Feasibility Period shall constitute Purchaser's waiver of the termination right described in this Section 5.5.



5.6 Vacations. Purchaser acknowledges receipt of a copy of (a) two notices, each dated April 6, 2007 (the "**Vacation Notices**"), of the approval by the City Council of the City of Las Vegas, of the vacation of sections of public rights-of-way within or adjacent to the Real Property comprising the South Land (the "**Vacations**"), and (b) notices of extensions of the approved Vacations. The Vacations (referred to in the Vacation Notices as "VAC-19234" and "VAC-30172") are subject to various conditions outlined in the Vacation Notices. Purchaser acknowledges that the actual recording of an "**Order of Vacation**" for each Vacation shall not occur until all of the conditions of approval have been met and agrees that the recording of such Orders of Vacation shall not be a condition precedent to Closing.

5.7 Owner Participation Agreement. Purchaser acknowledges receipt of a copy of that certain Owner Participation Agreement, dated December 2, 2009 (the "**OPA**") by and between Livework, LLC, FC Vegas 20, LLC and FC Vegas 39, LLC (collectively, "**Developer**"), on the one hand, and The City of Las Vegas Redevelopment Agency (the "**Agency**"), on the other. Seller is the successor-in-interest to Developer. The OPA sets forth the terms and conditions pursuant to which the Agency would be willing to reimburse Seller, as successor to Developer, to a portion of the incremental increase in property taxes generated by the redevelopment of the Real Property and other land owned by Seller within the Site (as such term is defined in the OPA). Upon the written request of Purchaser, Seller shall use commercially reasonable efforts to obtain the consent of the Agency to an assignment of Seller's right, title and interest in the OPA solely as it relates to the Real Property. Subject to such Agency consent, Seller agrees to provide such assignment at the Closing upon terms to be reasonably approved by Seller and Purchaser. Any such Agency consent to the assignment by Seller shall not be a condition precedent to Closing.

ARTICLE VI.

Title and Survey Matters

6.1. Title and Survey. Within five (5) calendar days following the Effective Date, Seller shall cause First American Title Insurance Company (the "**Title Company**") to issue a title commitment (the "**Title Commitment**"), including legible copies (to the extent available) of title exception documents, to Purchaser. Purchaser, at its sole cost and expense, may order an ALTA survey of the Real Property (the "**Survey**"), at Purchaser's sole discretion. Purchaser shall instruct the surveyor to deliver a copy of the Survey, if any, to Seller simultaneously with its delivery to Purchaser. If Purchaser elects to obtain a Survey, then the final legal description of the Real Property will be determined by such Survey. The legal description delivered to Escrow Agent will then be the legal description for the Real Property for use in the Deed provided by Seller to Purchaser at the Closing. If Purchaser does not elect to obtain the ALTA survey, then the legal description in the Title Commitment shall control. Purchaser shall have until ten (10) days after the later of the date of receipt of the Title Commitment or the Survey (the "**Title Objection Period**"), to give Seller written notice (the "**Title Objection Notice**") as to what exceptions to title, if any, Purchaser will not accept in Purchaser's sole and absolute discretion ("**Title Objections**"). Seller shall have five (5) business days after receipt of Purchaser's Title Objections to give Purchaser written notice: (i) that it shall take such actions as may be reasonably necessary to remove, cure or insure around all of the Title Objections prior to

closing (the "Seller Cure Period"); or (ii) that Seller elects not to cause all or some of such Title Objections to be removed. If Seller gives Purchaser notice under clause (ii), or if Seller gives Purchaser notice under clause (i) but fails to remove, cure or otherwise insure around all of the Title Objections within the Seller Cure Period, Purchaser shall have five (5) business days after (x) the expiration of the Seller Cure Period if Seller gives Purchaser notice under clause (i), and (y) receipt of Seller's notice if Seller gives Purchaser notice under clause (ii), to give written notice to Seller electing to either (1) proceed with the purchase of the Property subject to such Title Objections, or (2) terminate this Agreement, failing which Purchaser shall conclusively be deemed to have elected option (2) above. Those items or matters revealed by the Title Commitment and/or Survey which are not timely objected to or which are timely objected to but subsequently waived in writing by Purchaser are referred to individually herein as a "Permitted Exception" and collectively as the "Permitted Exceptions." Notwithstanding any other provision of this Agreement or any objection by Purchaser, the Permitted Exceptions shall include (a) all non-delinquent property taxes and assessments, (b) the rights of tenants on the Property under Leases, and (c) all matters created by or on behalf of Purchaser, including, without limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser. Notwithstanding the foregoing, any new title information received by Seller or Purchaser after the expiration of the Title Objection Period or Seller's Cure Period, as applicable, from a supplemental title report or other source which is not the result of the acts or omissions of Purchaser or its agents, contractors or invitees (each a "New Title Matter") shall be subject to the same procedure provided in this Section 6.1 (and the Closing Date shall be extended commensurately if the Closing would have occurred but for those procedures being implemented for a New Title Matter), except that the Title Objection Period and Seller's Cure Period for any New Title Matters shall be five (5) business days each. The Closing shall be delayed as needed to accommodate such additional time periods or as otherwise needed for purposes of this Section 6.1.

6.2. Governmental Applications. Without Seller's prior written consent, prior to Closing, Purchaser shall not make any application to any governmental agency for any permit, approval, license or other entitlement for the Property or the use or development thereof.

ARTICLE VII.

Representations and Warranties of Seller

7.1. Seller's Representations. Seller represents and warrants that the following matters are true and correct as of the Effective Date with respect to the Property:

7.1.1. Authority. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject. All documents which are to be executed by Seller and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Seller, (b) be legal, valid and binding obligations of



Seller, and (c) not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

7.1.2. Bankruptcy or Debt of Seller. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally. Seller has received no written notice of (a) the filing of an involuntary petition by Seller's creditors, (b) the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, or (c) the attachment or other judicial seizure of all, or substantially all, of Seller's assets.

7.1.3. Foreign Person. Seller is not a foreign person within the meaning of Section 1445(f) of the Internal Revenue Code, and Seller agrees to execute any and all documents necessary or required by the Internal Revenue Service or Purchaser in connection with such declaration(s).

7.1.4. No Other Agreements. Other than this Agreement or as may be contained in any matters of record, Seller has not entered into any outstanding written agreements, options, rights of first refusal, conditional sales agreements or other agreements or arrangements regarding the purchase and sale of the Property or any interest therein.

7.1.5. Intentionally omitted.

7.1.6. No Possessory Rights. Except as disclosed in the Rent Roll, the Title Commitment, or otherwise disclosed in writing by Seller to Purchaser prior to Closing, there are no outstanding leases or tenancies for, or parties in possession of, any part of the Real Property, and there are no other rights of possession to the Real Property, or any portion thereof, which have been granted to any third party or parties.

7.1.7. Litigation. There is no litigation, arbitration or other legal or administrative suit, action, proceeding, investigation or claim pending or, to Seller's knowledge, threatened against or involving the Property or any part thereof, or Seller in relation to the Property (including, without limitation, any proceedings in condemnation or eminent domain).

7.1.8. Violations. Except as shown in the Documents or any other materials or documents identified, delivered or otherwise made available to Purchaser, Seller has received no written notice issued by any governmental authority having jurisdiction over the Property of any violations of, or non-compliance with, any applicable law with respect to the ownership, use, maintenance, condition and operation of the Property which has not been corrected, including any violations of the Americans with Disabilities Act. Notwithstanding the foregoing representation and warranty, the knowledge, if any, of Seller's past or current tenants shall not be imputed to Seller unless Seller shall have actual knowledge thereof.

7.1.9. Employment. Seller has no employees at the Property.



7.1.10. ERISA. Seller hereby represents and warrants to Purchaser that (a) Seller is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA and (b) the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Purchaser shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Seller's representation is found to be false or misleading in any respect.

7.1.11. Terrorist Organization Lists. Seller is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

7.1.12. Bookstore Tenant Lease. The Bookstore Tenant Lease (a) is in full force and effect, and (b) to the extent not otherwise disclosed to Purchaser pursuant to Section 5.3, has not been extended, renewed, modified or amended.

7.1.13. Leases. All Leases are free from pending and, to Seller's actual knowledge, threatened defaults, claims or setoffs by the tenants thereof.

7.1.14. Contracts. All Contracts are free from pending, and to Seller's actual knowledge, threatened defaults or claims by the other party to each such Contract.

7.2. Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, without any independent investigation having been made or any implied duty to investigate, and not any implied, imputed or constructive knowledge of Eric Louttit and/or Michael Mikula (collectively, the "Asset Managers"). Seller hereby represents and warrants that the Asset Managers have the appropriate knowledge of all of the matters relating to the Property hereunder.

7.3. Change in Representation and Termination Right. Notwithstanding anything to the contrary contained in this Agreement, Purchaser acknowledges that Purchaser shall not be entitled to rely on any representation or warranty made by Seller in this Article VII to the extent, prior to or at Closing, Purchaser shall have or obtain actual knowledge of any information that was contradictory to such representation or warranty; provided, however, if Purchaser (a) determines prior to Closing that there is a breach of any of the representations and warranties made by Seller above, or (b) after the Feasibility Period and prior to Closing learns of any undisclosed or new (i) legal proceedings or administrative actions, or (ii) violations of existing laws, ordinances, regulations and



building codes that could reasonably give rise to a liability of more than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in the aggregate, then Purchaser may, at its option, by sending to Seller at or prior to Closing written notice of its election to do so, (A) terminate this Agreement, or (B) waive such breach and/or condition and proceed to Closing with no adjustment to the Purchase Price, except as may be agreed in writing by Seller and Purchaser, and Seller shall have no further liability as to such matter thereafter. In the event Purchaser terminates this Agreement for the reasons set forth above, the Deposit (and any interest earned thereon) shall be promptly refunded to Purchaser and Seller shall promptly reimburse Purchaser for its verifiable out-of-pocket costs incurred in connection with this Agreement up to an amount not exceeding Twenty-Five Thousand Dollars (\$25,000.00), and neither Purchaser nor Seller shall thereafter have any other rights or remedies hereunder other than under Section 16.12 hereof. In furtherance thereof, Seller shall have no liability with respect to any of the foregoing representations and warranties or any representations and warranties made in any other document executed and delivered by Seller to Purchaser, to the extent that, prior to the Closing, Purchaser discovers or learns of information (from any source whatsoever, including, without limitation, the Asset Managers, as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or disclosure by Seller or Seller's agents and employees) that contradicts any such representations and warranties, or renders any such representations and warranties untrue or incorrect, and Purchaser nevertheless consummates the transaction contemplated by this Agreement.

7.4. Survival. The express representations and warranties made in this Agreement by Seller shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter such representations and warranties (except for the representation and warranty set forth in Section 7.1.10) shall be void and of no force or effect. The representation and warranty set forth in Section 7.1.10 hereof shall survive Closing without limitation.

ARTICLE VIII.

Representations and Warranties of Purchaser

8.1. Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date.

8.1.1 Authority. Purchaser is a California corporation, duly incorporated, validly existing and in good standing under the laws of the State of California. This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject. All documents which are to be executed by Purchaser and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Purchaser, (b) be legal, valid and binding obligations of Purchaser, and (c) not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.



8.1.2. Bankruptcy or Debt of Purchaser. Purchaser has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

8.1.3. ERISA Compliance. Purchaser hereby represents and warrants to Seller that (a) Purchaser is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA, and (b) Purchaser is acquiring the Property for Purchaser's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Purchaser's representation is found to be false or misleading in any respect.

8.1.4. Terrorist Organization Lists. Purchaser is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Purchaser is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

8.2. Purchaser's Acknowledgment and Release of Seller.

(a) As Is. Purchaser acknowledges and agrees that it is purchasing Property on its own inspection and examination thereof, in an "AS IS" physical condition and in an "AS IS" state of repair, and except as expressly contained in the Deed (as defined in Section 11.2.1 below) and/or General Assignment (as defined in Section 11.1.2) to be delivered at the Closing and Seller's representations (as set forth in Section 7.1 hereof), Purchaser hereby waives, and Seller disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, direct or indirect, oral or written, including, by way of description, but not limitation, those of habitability, fitness for a particular purpose, and use. Without limiting the generality of the foregoing, Purchaser expressly acknowledges that, except as otherwise provided in Seller's representations in this Agreement, Seller makes no representations or warranties concerning, and hereby expressly disclaims any representations or warranties concerning: (i) the value, nature, quality or condition of the Property; (ii) any restrictions related to development of the Property; (iii) the applicability of any governmental



requirements; (iv) the suitability of the Property for any purpose whatsoever; (v) the presence in, on, under or about the Property of any Hazardous Material or any other condition of the Property which is actionable under any Environmental Laws; (vi) compliance of the Property or any operation thereon with the laws, rules, regulations or ordinances of any applicable governmental body; (vii) the presence or absence of, or the potential adverse health, economic or other effects arising from, any magnetic, electrical or electromagnetic fields or other conditions caused by or emanating from any power lines, telephone lines, cables or other facilities, or any related devices or appurtenances, upon or in the vicinity of the Property; or (viii) the presence or absence of radon gas within the Property.

As used herein, "Hazardous Materials" shall mean, collectively, any chemical, material, substance or waste which is or hereafter becomes defined or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "toxic substances," "pollutant" or "contaminant," or words of similar import, under any Environmental Law, and any other chemical, material, substance, or waste, exposure to, disposal of, or the release of which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority or otherwise poses an unacceptable risk to public health, welfare or the environment.

As used herein, "Environmental Laws" shall mean all applicable local, state and federal environmental rules, regulations, statutes, laws and orders, as amended from time to time relating to the public health, safety, welfare or the environment, including, but not limited to, all such rules, regulations, statutes, laws and orders regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment, including, without limitation, Chapter 459 of the Nevada Revised Statutes and the Comprehensive Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq), as amended by the Superfund Amendments and Reauthorization Act of 1986.

(b) Release. Purchaser agrees that, except for a breach of Seller's representations in Section 7.1 hereof, Seller shall not be responsible or liable to Purchaser for any condition affecting the Property because Purchaser is purchasing the Property AS-IS, WHERE-IS, and WITH ALL FAULTS. Purchaser, or anyone claiming by, through or under Purchaser pursuant to an assignment of this Agreement by Purchaser or any transfer of the Property by Purchaser after Closing to an affiliate of Purchaser, hereby fully releases Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents from and irrevocably waives its right to maintain any and all claims and causes of action that it may now have or hereafter acquire against Seller, its managers, members, partners, employees, officers, directors,



shareholders, affiliates, representatives, consultants and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions affecting the Property, except to the extent that such loss or other liability results from a breach of Seller's representations or warranties in this Agreement. Purchaser hereby waives any Environmental Claim which it now has or in the future may have against Seller. The foregoing release and waiver shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

As used herein, "Environmental Claim" shall mean any claim, action, cause of action, suit, or demand Purchaser has or may have against Seller concerning the Property, or any part thereof, pursuant to applicable Environmental Laws.

(c) Bargaining Position. Purchaser acknowledges, represents and warrants that Purchaser is not in a significantly disparate bargaining position with respect to Seller in connection with the transaction contemplated by this Agreement; that Purchaser freely and fairly agreed to the provisions of this Section 8.2 as part of the negotiations for the transaction contemplated by this Agreement; that Purchaser is represented by legal counsel in connection with this transaction and Purchaser has conferred with such legal counsel concerning this waiver.

(d) Survive Closing. The provisions of this Section 8.2 shall survive the Closing and the delivery of the Deed to Purchaser.

8.3. Survival. The express representations and warranties made in this Agreement by Purchaser shall not merge into any instrument of conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties (except for the representation and warranty set forth in Section 8.1.3) shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect. The representation and warranty set forth in Section 8.1.3 hereof shall survive Closing without limitation.

ARTICLE IX.

Seller's Interim Operating Covenants

9.1. Operations. During the period from the Effective Date until Closing, Seller shall, in accordance with existing business practices, manage, maintain and operate the Property. Seller shall not make any material change in its normal and customary billing practices and shall not knowingly take any action that is likely to materially and adversely impact the existing zoning approvals for the Property without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion.



9.2. Maintain Insurance. Seller shall maintain in full force and effect until the Closing Date its existing insurance coverages (as of the Effective Date).

9.3. Personal Property. Seller shall not transfer or remove any Personal Property from the Improvements after the Effective Date except for repair or replacement thereof. Any items of Personal Property replaced after the Effective Date shall be promptly installed prior to Closing and shall be of at least substantially similar quality to the item of Personal Property being replaced.

9.4. Conveyances. Except for the execution of New Leases and Modifications pursuant to Section 9.5, Seller shall not convey any interest in the Property to any third party.

9.5. Tenant Leases. Seller may, from and after the Effective Date, (i) grant any consent or waive any material rights under any Lease, (ii) terminate any Lease, or (iii) enter into a New Lease or Modification, in each case without the prior approval of Purchaser. Seller shall promptly deliver to Purchaser signed copies of any of the foregoing. Purchaser hereby acknowledges and agrees that Seller may apply any security deposits toward any delinquent rental payments or any other amounts due under any Leases. In no event shall the application of any tenant's security deposit as aforesaid result in any modification of the Purchase Price so long as, prior to Closing, Seller uses commercially reasonable efforts to cause such tenant to replace the security deposit as required by the terms of such tenant's Lease. Notwithstanding the foregoing, Seller shall not terminate prior to its expiration date or agree to enter into any Modification of the Lease for the Bookstore Tenant (as defined in Section 10.2.4) without the prior written consent of Purchaser.

9.6. Cancellation of Contracts. Within five (5) days after the expiration of the Feasibility Period, Purchaser shall send written notice to Seller of the Contracts it desires to be assigned by Seller to Purchaser as of the Closing Date. To the extent such Contracts are assignable, Seller shall assign such Contracts to Purchaser as of the Closing Date. All other Contracts, including those not capable of being assigned by Seller to Purchaser pursuant to their terms, shall be terminated by Seller. To the extent such Contracts are terminable as of the Closing Date, Seller shall terminate the services thereunder as of the Closing Date at Seller's sole cost and expense. To the extent that such Contracts, by their terms, are not terminable as of the Closing Date, Seller shall send notices of termination to the service providers to terminate such Contracts as of the earliest possible date and Purchaser shall assume the obligations of Seller under such Contracts at Closing. Seller shall not alter, amend or become a party to any new Contract unless the Contract is terminable within thirty (30) days after the Closing and such termination can occur without penalty or other cost to Purchaser. Seller advises Purchaser, and Purchaser acknowledges, that the current property management agreement with Greystar covers the Property and other adjoining real property owned by Seller. Accordingly, and notwithstanding anything herein to the contrary, such property management contract shall neither be terminated nor assigned to Purchaser. Seller shall, as of the Closing Date, cause such Contract to be amended such that it shall no longer apply to the Property and Purchaser shall have no liability for any fees or charges thereunder.



ARTICLE X.

Closing Conditions

10.1. Conditions to Obligations of Seller. The obligations of Seller under this Agreement to sell the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing.

10.1.1. Representations, Warranties and Covenants of Purchaser. All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Any changes to such representations disclosed by Purchaser pursuant to Section 11.1.5 shall be acceptable to Seller, and Purchaser shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by Purchaser prior to the Closing Date.

10.1.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.1.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Seller before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Seller or any of its affiliates in connection with the transactions contemplated by this Agreement.

10.2. Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement to purchase the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent that any of such conditions may be waived by Purchaser in writing at Closing.

10.2.1. Representations, Warranties and Covenants of Seller. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Any changes to such representations disclosed by Seller pursuant to Section 11.2.5 shall be acceptable to Purchaser, and Seller shall have performed and complied in all material respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.



10.2.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.2.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Purchaser before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Purchaser in connection with the transactions contemplated by this Agreement.

10.2.4. Tenant Estoppels. In no event shall Seller be required hereunder to provide to Purchaser any estoppel certificate or similar document from any tenant or other occupant of the Property; notwithstanding the foregoing, Seller shall, not later than five (5) business days following the expiration of the Feasibility Period, as a condition precedent to Closing, provide an estoppel from the bookstore tenant located at 601 S. Main St. (the "Bookstore Tenant") and, if applicable, each guarantor of such Lease, substantially in the form attached hereto as Exhibit D. Purchaser shall have the right to waive this requirement in its sole and absolute discretion.

10.2.5. Title Policy. Upon recordation of the Deed and payment of the title insurance premiums, the Title Company shall be irrevocably committed to issue to Purchaser an Extended Owner's Policy of Title Insurance, at least in the amount of the Purchase Price, together with all approved endorsements (collectively, "Title Policy") insuring Purchaser as the fee owner of the Property, subject only to the Permitted Exceptions, and receipt by the Title Company from Seller of any title affidavit required by the Title Company for the issuance of the Title Policy.

10.2.6. Possession of the Property. Delivery by Seller of possession of the Property, subject to all matters of record and the rights of tenants under the Existing Leases and New Leases, if any.

ARTICLE XI.

Closing

11.1. Purchaser's Closing Obligations. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following:

11.1.1. The South Closing Date Purchase Price and North Closing Date Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Title Company at or before 12:00 noon Pacific time on the day of the Closing.



11.1.2. Two (2) counterparts of a blanket conveyance and bill of sale, substantially in the form attached hereto as Exhibit I (the "General Assignment"), duly executed by Purchaser, conveying and assigning to Purchaser the Personal Property, the Leases, and the Intangible Property (but excluding the terminated Contracts).

11.1.3. Evidence reasonably satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power and authority to do so.

11.1.4. Written notice executed by Purchaser and addressed to the tenants, (i) acknowledging the sale of the Property to Purchaser, (ii) acknowledging that Purchaser has received and is responsible for any security deposits identified in the Rent Roll, and (iii) indicating that rent should thereafter be paid to Purchaser and giving instructions therefor.

11.1.5. A certificate indicating that the representations and warranties set forth in Section 8.1 are true and correct on the Closing Date, or, if there have been changes, describing such changes.

11.1.6. A settlement sheet, signed by Purchaser.

11.1.7. The Promissory Notes duly executed by Purchaser.

11.1.8. The Mortgages in recordable form duly executed and acknowledged by Purchaser.

11.1.9. Three (3) counterparts of the Escrow Agreement duly executed by Purchaser.

11.1.10. Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

11.2. **Seller's Closing Obligations.** Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser at or prior to the Closing the following:

11.2.1. A deed (the "Deed") in recordable form properly executed and acknowledged by Seller conveying to Purchaser the Land and Improvements described on Exhibit A in fee simple, subject to all matters of record, substantially in the form attached hereto as Exhibit H.

11.2.2. Two (2) counterparts of the General Assignment, duly executed by Seller, conveying and assigning to Purchaser the Personal Property, the Leases, and the Intangible Property (but excluding the terminated Contracts, if any).

11.2.3. Written notice executed by Seller's property manager and addressed to the tenants, (i) acknowledging the sale of the Property to Purchaser and (ii) acknowledging that Purchaser has received and is responsible for any security deposits identified in the Rent Roll, and (iii) indicating that rent should thereafter be paid to Purchaser, substantially in the form attached hereto as Exhibit J.



11.2.4. Evidence reasonably satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power and authority to do so.

11.2.5. A certificate indicating that the representations and warranties set forth in Section 7.1 are true and correct on the Closing Date, or, if there have been changes, describing such changes.

11.2.6. A certificate substantially in the form attached hereto as Exhibit K ("**Non-Foreign Entity Certification**") certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

11.2.7. A settlement sheet, signed by Seller.

11.2.8. An Owner's Affidavit in the form attached hereto as Exhibit E, or in such other form reasonably required by the Title Company, signed by Seller.

11.2.9. The following items, to the extent in Seller's possession or control: (i) all keys for all entrance doors and spaces which may be locked (whether occupied or not) in the Improvements; (ii) all original books, records, tenant files, operating reports, Plans, warranties, and other materials reasonably necessary to the continuity of operation of the Property; (iii) the originals (or certified copies where originals are not available) of the Leases, the Contracts which are not terminated as of the Closing Date pursuant to Section 9.6 hereof and the licenses and permits; and (iv) an updated Rent Roll and accounts receivable ledger, updating the Rent Roll and accounts receivable ledger delivered pursuant to Section 5.3 to within three (3) business days prior to Closing certified by Seller as true and correct.

11.2.10. Three (3) counterparts of the Escrow Agreement duly executed by Seller.

11.2.11. Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

ARTICLE XII.

Risk of Loss

12.1. **Condemnation and Casualty.** If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is destroyed or damaged by fire or other casualty, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. If such condemnation or casualty is Material (as hereinafter defined), Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) days after receipt of Seller's notice, or the Closing Date, whichever is earlier. If this Agreement is terminated, the Deposit shall be returned to Purchaser and thereafter neither Seller nor Purchaser shall have any further rights or obligations to the



other hereunder except with respect to the Surviving Termination Obligations. If this Agreement is not terminated, Seller shall not be obligated to repair any damage or destruction but (x) Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds or condemnation proceeds, as applicable, net of any costs of repairs, if any, and net of reasonable collection, if any, costs by Seller (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or other casualty or condemnation including any rent abatement insurance for such casualty or condemnation and (y) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a credit in the amount of the applicable insurance deductible.

12.2. Condemnation Not Material. If the condemnation is not Material, then the Closing shall occur without abatement of the Purchase Price and, after deducting Seller's reasonable costs and expenses incurred in collecting any award, Seller shall assign, without recourse, all remaining awards or any rights to collect awards to Purchaser on the Closing Date.

12.3. Casualty Not Material. If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a credit in the amount of the applicable deductible and Seller shall not be obligated to repair such damage or destruction and Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds net of any costs of repairs and net of reasonable collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or such casualty including any rent abatement insurance for such casualty.

12.4. Materiality. For purposes of this Article XII, (i) with respect to a taking by eminent domain, the term "Material" shall mean any taking whatsoever, regardless of the amount of the award or the amount of the Property taken, excluding, however, any taking solely of subsurface rights or takings for utility easements or right of way easements, if the surface of the Property, after such taking, may be used in substantially the same manner as though such rights had not been taken, and (ii) with respect to a casualty, the term "Material" shall mean any casualty such that the cost of repair, as reasonably estimated by Seller's engineer and Purchaser's engineer, is in excess of One Hundred Thousand Dollars (\$100,000.00).

ARTICLE XIII.

Default

13.1. Default by Seller. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the Default (as defined in Section 13.3) of Seller, Purchaser may elect, as the sole and exclusive remedy of Purchaser, either to (i) terminate this Agreement by written notice to Seller within ten (10) days following the Closing Date (the "**Default Termination Notice**"), in which event (A) Purchaser shall receive the Deposit from the Escrow Agent, and (B) Seller shall promptly reimburse Purchaser for its verifiable out-of-pocket costs incurred in connection with this Agreement up to an amount not exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00), after which Seller shall not have any additional liability whatsoever to Purchaser



hereunder other than with respect to the Surviving Termination Obligations (as defined in Section 16.12 hereof), or (ii) enforce specific performance of the obligations of Seller hereunder. Purchaser shall be deemed to have elected to terminate this Agreement (as provided in clause (i) above) if Purchaser fails to deliver to Seller either a Default Termination Notice or a written notice of its intent to file a cause of action for specific performance against Seller on or before ten (10) days after the Closing Date (a "**Specific Performance Notice**"), or having given Seller a Specific Performance Notice, fails to file a lawsuit asserting such cause of action within ninety (90) days after the Closing Date. Notwithstanding the foregoing, if Seller's Default consists of the conveyance of the Property to a third party while this Agreement is in effect, then Purchaser shall also be entitled to pursue all remedies available at law or in equity.

13.2. Default by Purchaser. In the event the Closing and the transactions contemplated hereby do not occur as provided herein solely by reason of any Default of Purchaser, Purchaser and Seller agree it would be impractical and extremely difficult to fix the damages which Seller may suffer. Therefore, Purchaser and Seller hereby agree a reasonable estimate of the total net detriment Seller would suffer in the event Purchaser Defaults and fails to complete the purchase of the Property is and shall be, as Seller's sole and exclusive remedy (whether at law or in equity), a sum equal to the Deposit, and any interest accrued thereon which shall be refunded to Purchaser. Upon such Default by Purchaser, Seller shall have the right to receive the Deposit (adjusted as provided in the immediately preceding sentence) from the Escrow Agent as its sole and exclusive remedy and thereupon this Agreement shall be terminated and neither Seller nor Purchaser shall have any further rights or obligations hereunder, except with respect to the Surviving Termination Obligations. The amount of the Deposit (as adjusted) shall be the full, agreed and liquidated damages for Purchaser's Default and failure to complete the purchase of the Property, all other claims to damages or other remedies being hereby expressly waived by Seller. Notwithstanding the foregoing, nothing contained herein shall limit Seller's remedies at law or in equity as to the Surviving Termination Obligations.

13.3 Default Cure Period. Notwithstanding anything else contained herein, a party shall only be deemed to be in default under this Agreement (a "Default") when such party has failed to comply with any of the terms and/or conditions of this Agreement and has failed to cure such noncompliance within five (5) business days following written notice from the other party, which notice shall state the alleged noncompliance with reasonable specificity.

ARTICLE XIV.

Brokers

14.1. Brokers. Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby other than First Commercial Real Estate Services (Michael Park) ("Purchaser's Broker") and Newmark Grubb Knight Frank (David Scherer) ("Seller's Broker", and together with Purchaser's Broker, the "**Brokers**"). The Seller's Broker and Purchaser's Broker shall be paid by Seller, only upon the Closing of the purchase and sale contemplated hereby, an



aggregate amount equal to four percent (4%) of the Purchase Price to be shared by Seller's Broker and Purchaser's Broker pursuant to a separate understanding between the Brokers (the "**Brokerage Commission**"). The Brokerage Commission shall be Seller's sole liability to the Brokers. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of Purchaser's (or its nominee's) representations and warranties contained in this Article XIV. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article XIV. Seller and Purchaser agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement or the Deposit, that no broker shall have any rights or cause of action hereunder, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. The provisions of this Article XIV shall survive the Closing or earlier termination of this Agreement.

ARTICLE XV.

Confidentiality

15.1. Confidentiality.

15.1.1 Purchaser's Obligations. Purchaser expressly acknowledges and agrees that (a) the transactions contemplated by this Agreement and the terms, conditions and negotiations concerning the same, (b) the Documents, to the extent that they are not readily available to the public, and (c) all other information obtained by Purchaser in connection with its due diligence hereunder, to the extent such information is not readily available to the public, shall be held in confidence by Purchaser and shall not be disclosed by Purchaser, without the prior written consent of Seller, except to members of its organization, its legal counsel, surveyor, lenders, title company, broker, accountants, consultants, officers, partners, directors and shareholders (the "**Authorized Representatives**"). If the transaction contemplated by this Agreement does not occur for any reason whatsoever, Purchaser shall promptly return to Seller, and shall instruct its Authorized Representatives to return to Seller, all copies and originals of all Documents and information provided to Purchaser by or on behalf of Seller. Nothing contained in this Section 15.1 or in Section 15.2 shall preclude or limit either party from disclosing or accessing any information otherwise deemed confidential under this Section 15.1 or Section 15.2 in connection with the party's enforcement of its rights following a disagreement hereunder or in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction or any filings with governmental authorities required by reason of the transactions provided for herein. The provisions of this Section 15.1.1 shall survive any termination of this Agreement.

15.1.2 Seller's Obligations. Seller hereby acknowledges and agrees that after Closing, all information and materials obtained by Seller from Purchaser in connection with the Property that are not readily available to the public will not be



disclosed by Seller to any third persons (other than to its Authorized Representatives) without the prior written consent of Purchaser. The provisions of this Section 15.1.2 shall survive Closing.

15.2. Post-Closing Publication. Notwithstanding the foregoing, following Closing, Purchaser and Seller shall have the right to announce the purchase and sale of the Property in newspapers and real estate trade publications (including "tombstones") provided that each party shall consult with the other party with respect to any such notice or publication, and shall reasonably consider any comments or objections of the other party. The provisions of this Section 15.2 shall survive Closing.

ARTICLE XVI.

Miscellaneous

16.1. Notices. Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by facsimile or e-mail delivery, by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

To Purchaser:	World Investment Network, Inc. 1620 S. Los Angeles St., Unit C Los Angeles, CA 90015 Attn: Jonathan Kermani Phone No.: (310) 876-8461 Fax No.: (888) 303-0009 Email: JKermani@wininv.com
With a copy to:	Judith K. Manouchehri, APLC 847 E. 31 st Street Los Angeles, CA 90011 Attn: Judith Manouchehri, Esq. Phone No.: (310) 490-4195 Email: JKMLawCorp@gmail.com
To Seller:	c/o Forest City Enterprises, Inc. 50 Public Square Terminal Tower, Suite 1000B Cleveland, Ohio 44113 Attn: Eric Louttit Phone No.: (216) 416-3740 Fax No.: (216) 479-2446 E-mail: EricLouttit@ForestCity.net



With a copy to: Forest City Enterprises, Inc.
50 Public Square
Terminal Tower, Suite 1360
Cleveland, Ohio 44113
Attn: David J. Gordon, Esq.
Phone No.: (216) 416-3260
Fax No.: (216) 263-6206
E-mail: DavidGordon@ForestCity.net

To Escrow Agent: First American Title Insurance Company
National Commercial Services
1600 West 2nd Street, Suite 700
Cleveland, Ohio 44113
Attn: Kristie M. Vehovec
Phone No.: (216) 802-3552 or 800-424-6446 (Ext. 3552)
Fax No.: (714) 481-2386
E-mail: kvehovec@firstam.com

16.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Nevada, without regard to the conflict of laws principles thereof.

16.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

16.4. Effective Date. This Agreement shall be effective upon the Effective Date when fully executed by Seller and Purchaser.

16.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Any date or timeline set forth herein shall be a reference to calendar days unless specifically delineated that business days shall apply.

16.6. Counterpart Copies. This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

16.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.



16.8. Assignment. Purchaser shall not have the right to assign the Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion; provided that Purchaser shall in no event be released from any of its obligations or liabilities hereunder as a result of any such assignment.

Notwithstanding anything to the contrary stated above, Seller hereby authorizes Purchaser to assign this Agreement without Seller's consent to any Affiliate (as defined below) of Purchaser, provided that (i) such assignee assumes Purchaser's obligations under this Agreement pursuant to a written agreement in form and substance reasonably acceptable to Seller; (ii) Seller receives a copy of such assignment and assumption agreement on or before three (3) business days after the execution thereof (and in no event less than three (3) business days prior to Closing) and reaffirms all of the representations and warranties of Purchaser herein and (iii) Purchaser shall remain liable for, and shall not be released from the performance of Purchaser's obligations under this Agreement after such assignment. Whenever reference is made in this Agreement to Seller or Purchaser, such reference shall include the successors and assigns of such party under this Agreement. For purposes of this Section 16.8, "Affiliate" shall mean an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under the common control with, Purchaser.

16.9. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

16.10. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

16.11. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.12. Survival. Except as otherwise specifically provided for in this Agreement (collectively, the "Surviving Termination Obligations"), the provisions of this Agreement and the representations and warranties herein shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein.



16.13. Exhibits and Schedules. Exhibits A through K and Schedules 1.1.2, 1.1.4, 1.1.5, 1.1.5(b) and 4.2.1 attached hereto are incorporated herein by reference.

16.14. Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

16.15. Limitation of Liability. The obligations of Seller are binding only on Seller and Seller's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the members, partners, officers, directors, shareholders or beneficiaries of Seller, or of any members, partners, officers, directors, shareholders or beneficiaries of any partners of Seller, or of any of Seller's employees or agents and any liability of Seller hereunder and under the documents executed and delivered by Seller at Closing shall be expressly limited as set forth in Sections 7.3, 8.2, 8.3 and 13.1 of this Agreement. All documents to be executed by Seller shall also contain the foregoing exculpation. The obligations of Purchaser are binding only on Purchaser and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the members, partners, officers, directors, shareholders or beneficiaries of Purchaser, or of any members, partners, officers, directors, shareholders or beneficiaries of any partners of Purchaser, or of any of Purchaser's employees or agents and any liability of Purchaser hereunder and under the documents executed and delivered by Purchaser at Closing shall be expressly limited as set forth in Sections 7.3, 8.2, 8.3 and 13.1 of this Agreement. All documents to be executed by Purchaser shall also contain the foregoing exculpation.

16.16. Prevailing Party. Should either party employ an attorney to enforce any of the provisions hereof, (whether before or after Closing, and including any claims or actions involving amounts held in escrow), the non-prevailing party in any final judgment agrees to pay the other party's reasonable expenses, including reasonable attorneys' fees and expenses in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of this Section 16.16 shall survive Closing or any earlier termination of this Agreement.

16.17. Escrow Agreement.

16.17.1. Instructions. Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with Escrow Agent, and, upon receipt of the Deposit from Purchaser, Escrow Agent shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.



16.17.2. Real Estate Reporting Person. Escrow Agent is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent's duties as real estate reporting person.

16.17.3. Liability of Escrow Agent. The parties acknowledge that the Escrow Agent shall be conclusively entitled to rely, except as hereinafter set forth, upon a certificate from Purchaser or Seller as to how the Deposit (which, for purposes of this Section shall be deemed to also include any other escrowed funds held by the Escrow Agent pursuant to this Agreement) should be disbursed. Any notice sent by Seller or Purchaser (the "Notifying Party") to the Escrow Agent shall be sent simultaneously to the other noticed parties pursuant to Section 16.1 herein (the "Notice Parties"). If the Notice Parties do not object to the Notifying Party's notice to the Escrow Agent within ten (10) days after the Notice Parties' receipt of the Notifying Party's certificate to the Escrow Agent, the Escrow Agent shall be able to rely on the same. If the Notice Parties send, within such ten (10) days, written notice to the Escrow Agent disputing the Notifying Party's certificate, a dispute shall exist and the Escrow Agent shall hold the Deposit as hereinafter provided. The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on account of Escrow Agent's failure to disburse the Deposit if a dispute shall have arisen with respect to the propriety of such disbursement and, in the event of any dispute as to who is entitled to receive the Deposit, disburse them in accordance with the final order of a court of competent jurisdiction, or to deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Purchaser and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit. The obligations of Seller and/or Purchaser with respect to the Escrow Agent are intended to be binding only on Seller and Seller's assets and/or Purchaser and Purchaser's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller or Purchaser, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller or Purchaser, or of any of Seller's or Purchaser's employees or agents.

16.18. No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.



16.19. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

16.20. Force Majeure. Any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restrictions, governmental approvals, judicial orders, riots, insurrection, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other reason of a similar or dissimilar nature beyond the reasonable control of the party obligated to perform ("**Force Majeure**"), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage and the period for the performance of any act, including, without limitation, the contingency periods set forth herein, shall be extended for the period of the delay. Force Majeure shall excuse the performance by that party, as aforesaid, provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within ten (10) days of such event causing the prevention, delay or stoppage, together with a reasonable estimate of the time period of such delay. Delays or failure to perform resulting from lack of funds or financial inability shall not be deemed delays beyond the reasonable control of a party. No extension of time will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Property is located.

{Signatures on following page.}



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

SELLER:

FC/LW VEGAS, LLC, a Delaware limited liability company

By: FC Vegas 20, LLC, a Nevada limited liability company and its Managing Member

By: Rolling Acres Properties Co. Limited Partnership, its Managing Member

By: Artus, Inc., its general partner

By: _____
Name: James A. Ratner
Title: President

Tax I.D. No. 27-3660107

PURCHASER:

WORLD INVESTMENT NETWORK, INC.,
a California corporation

By: _____
Name: Jonathan Veronesi
Title: President

Tax I.D. No. 20-5301192

The Escrow Agent hereby executes this Agreement for the sole purpose of acknowledging receipt of the Deposit and its responsibilities hereunder and to evidence its consent to serve as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

First American Title Insurance Company

By: *[Signature]*

Name: *Ruth M. V. Davis*

Title: *ATP SR. Commercial Escrow Officer*

Date: *October 23*, 2015 *[Signature]*

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of the 22nd day of October, 2015 (the "Effective Date"), by and between FC/LW VEGAS, LLC, a Delaware limited liability company (hereinafter referred to as "Seller"), and WORLD INVESTMENT NETWORK, INC., a California corporation (hereinafter referred to as "Purchaser").

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Property

1.1. **Sale of Property.** Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the following:

1.1.1. **Land and Improvements.** That certain real property comprising (a) approximately 2.41 acres and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, and being more particularly depicted on the Site Plan attached hereto as Exhibit A and legally described on Exhibit A-1 attached hereto (the "South Land"), and (b) approximately 3.0 acres and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, and being more particularly depicted on the Site Plan attached hereto as Exhibit A-2 and legally described on Exhibit A-3 attached hereto (the "North Land", and together with the South Land, collectively, the "Land"), together with any improvements, structures and facilities located at, on or affixed to the Land (including, without limitation, that certain (i) bookstore having an address of 601 S. Main Street, and (ii) apartment building having an address of 629 S. Main Street) (collectively, the "Improvements");

1.1.2. **Leases.** All leases, subleases, licenses and other occupancy agreements, together with any and all amendments, modifications or supplements thereto (collectively, the "Leases") affecting the Property (as hereinafter defined), including, but not limited to, the Leases described on Schedule 1.1.2 attached hereto (the "Rent Roll"), and all prepaid rent attributable to the period following the Closing (as defined in Section 4.1 below), and subject to Section 4.2.4 below, the security deposits under such Leases (collectively, the "Leasehold Property");

1.1.3. **Real Property.** All rights and privileges appurtenant to Seller's interest in the Land and the Improvements, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants, vacation approvals, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, occupancy, operation, maintenance, beneficial use and enjoyment of the Land and the Improvements (the Land, the Improvements and all

**SECOND AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

THIS SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "**Amendment**") is made and entered into as of this 4th day of December, 2015 by and between **FC/LW VEGAS, LLC**, a Delaware limited liability company (hereinafter referred to as "**Seller**"), and **WORLD INVESTMENT NETWORK, INC.**, a California corporation (hereinafter referred to as "**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser are parties to that certain Agreement of Purchase and Sale dated as of October 22, 2015 (the "**Original Agreement**"), for the purchase of certain real property in the City of Las Vegas, Clark County, State of Nevada, as more particularly described in the Agreement;

WHEREAS, Seller and Purchaser previously amended the Original Agreement pursuant to a First Amendment dated as of November 30, 2015 (as so amended, the "**Agreement**"); and

WHEREAS, the parties desire to further amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sections 2.1.1 through and including 2.1.4 are deleted and replaced with the following:

2.1.1. South Purchase Price. Subject to the terms of this Agreement, Purchaser shall pay to Seller in cash at Closing the amount of One Million One Hundred Twenty-Eight Thousand Two Hundred Four and 00/100 Dollars (\$1,128,204.00) (the "**South Closing Date Purchase Price**"). The remaining balance of the South Purchase Price in the amount of Three Million Three Hundred Eighty-Four Thousand Six Hundred Twelve and 00/100 Dollars (\$3,384,612.00) shall be paid in accordance with the terms and conditions of a promissory note in the form attached hereto as Exhibit L, which shall be executed and delivered by Purchaser to Seller at Closing (the "**South Promissory Note**").

2.1.2. North Purchase Price; Escrow Agreement. Subject to the terms of this Agreement, Purchaser shall pay to Seller in cash at Closing the amount of Eight Hundred Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$816,750.00) (the "**North Closing Date Purchase Price**"). The remaining balance of the North Purchase Price in the amount of Two Million Four Hundred Fifty Thousand Two Hundred Fifty and 00/100 Dollars (\$2,450,250.00) shall be paid in accordance with the terms and conditions of a promissory note in the form

attached hereto as **Exhibit M**, which promissory note shall be executed and delivered by Purchaser to Seller at Closing (the "**North Promissory Note**"). In addition, pursuant to an escrow agreement, which shall be in the form attached hereto as **Exhibit N** (the "**Escrow Agreement**"), Purchaser shall deposit with Escrow Agent at Closing cash in the amount of One Hundred Seventy-Seven Thousand Six Hundred Forty-Three and 13/100 Dollars (\$177,643.13) from which Seller shall have the right to draw monthly interest payments owed by Purchaser to Seller pursuant to the North Promissory Note. Purchaser and Seller shall each pay one-half (1/2) of all fees of Escrow Agent for performing its duties under the Escrow Agreement.

2.1.3. Mortgages. Subject to the terms of this Agreement, Purchaser shall execute and deliver to Seller at Closing a first mortgage on each of the South Land (and related Improvements) and North Land (and related Improvements) (hereinafter referred to as the "**South Mortgage**" and "**North Mortgage**", respectively, and collectively, as the "**Mortgages**"). The South Mortgage and North Mortgage shall be in the forms attached hereto as **Exhibits O and P**, respectively, and will provide security for the timely, full and faithful performance of Purchaser's obligations under the South Promissory Note and North Promissory Note (collectively, the "**Promissory Notes**"). The Promissory Notes will be cross-defaulted with one another and the Mortgages shall be cross-collateralized and cross-defaulted with one another.

2. Section 9.6 is hereby amended to delete the last three sentences thereof.
3. Section 10.2.4 is deleted and replaced with the following:

10.2.4. Tenant Estoppels. Seller shall, not later than ten (10) business days following the expiration of the Feasibility Period, as a condition precedent to Closing, provide an estoppel from the bookstore tenant located at 601 S. Main St. (the "**Bookstore Tenant**") and, if applicable, each guarantor of such Lease, substantially in the form attached hereto as **Exhibit D**. Purchaser shall have the right to waive this requirement in its sole and absolute discretion. Further, Seller agrees to request estoppel certificates, in the form attached hereto as **Exhibit D**, from the following commercial tenants and/or licensees at the Property: Sletten Construction of Nevada, Inc., Wash Multifamily Laundry Systems, LLC, Cox PCS Assets, L.L.C. and Donrey Outdoor Advertising Company; provided, however, in no event shall the receipt of any such signed estoppel certificates be a condition precedent to Closing.

4. Schedule 1.1.2 is hereby amended to add the following Leases thereto:

License and Indemnity Agreement, dated as of November 16, 2015, by and between FC/LW Vegas, LLC and Sletten Construction of Nevada, Inc., and referring to "Lot 2A" therein which is a portion of the North Land.

Lease Agreement, dated September 30, 2014, executed by Wash Multifamily Laundry Systems, LLC, as tenant, relating to the common laundry rooms located at 608 South First Street.

Lease Agreement, dated March 12, 2015, executed by Wash Multifamily Laundry Systems, LLC, as tenant, relating to common laundry rooms located at 629 South Main Street.

PCS Site Agreement, executed by the original parties thereto in July 2000, and relating to the lease of land for a cell tower located on a portion of the North Land.

Lease Agreement, undated, executed on behalf of Donrey Outdoor Advertising Company, as tenant, relating to a billboard located on a portion of the North Land.

Agreement of Lease, dated October 1, 2006, executed by LGL Trust, as tenant, relating to a bookstore operating on a portion of the South Land.

5. Schedule 1.1.5(b) to the Agreement is hereby deleted and replaced with Schedule 1.1.5(b) attached to this Amendment.

6. Exhibits L, M, N, O and P attached to this Amendment are hereby added to and made a part of the Agreement.

The terms and conditions of the Agreement, as amended, are incorporated herein and made a part hereof by reference as though fully rewritten herein. Except as modified by this Amendment, the terms and conditions of the Agreement, as amended, shall remain in full force and effect and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment via telephone facsimile transmission or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Amendment. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

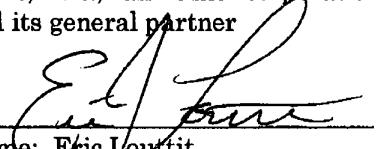
SELLER:

FC/LW VEGAS, LLC, a Delaware limited liability company

By: FC Vegas 20, LLC, a Nevada limited liability company and its Managing Member

By: Rolling Acres Properties Co. Limited Partnership, an Ohio partnership and its Managing Member

By: Artus, Inc., an Ohio corporation and its general partner

By: 
Name: Eric Louttit
Title: Vice President

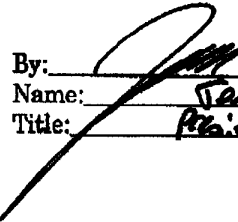
[SIGNATURE PAGE TO SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE]

40014-0041
Case No.: A-16

RA 007295

PURCHASER:

WORLD INVESTMENT NETWORK, INC.
a California corporation

By: 
Name: Jonathan K. Kras
Title: President

[SIGNATURE PAGE TO SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE]

40014-0042
Case No.: A-16

RA 007296

EXHIBIT L
FORM OF SOUTH PROMISSORY NOTE

Attached

**SECOND AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

THIS SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "**Amendment**") is made and entered into as of this 4th day of December, 2015 by and between **FC/LW VEGAS, LLC**, a Delaware limited liability company (hereinafter referred to as "Seller"), and **WORLD INVESTMENT NETWORK, INC.**, a California corporation (hereinafter referred to as "**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser are parties to that certain Agreement of Purchase and Sale dated as of October 22, 2015 (the "**Original Agreement**"), for the purchase of certain real property in the City of Las Vegas, Clark County, State of Nevada, as more particularly described in the Agreement;

WHEREAS, Seller and Purchaser previously amended the Original Agreement pursuant to a First Amendment dated as of November 30, 2015 (as so amended, the "**Agreement**"); and

WHEREAS, the parties desire to further amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sections 2.1.1 through and including 2.1.4 are deleted and replaced with the following:

2.1.1. South Purchase Price. Subject to the terms of this Agreement, Purchaser shall pay to Seller in cash at Closing the amount of One Million One Hundred Twenty-Eight Thousand Two Hundred Four and 00/100 Dollars (\$1,128,204.00) (the "**South Closing Date Purchase Price**"). The remaining balance of the South Purchase Price in the amount of Three Million Three Hundred Eighty-Four Thousand Six Hundred Twelve and 00/100 Dollars (\$3,384,612.00) shall be paid in accordance with the terms and conditions of a promissory note in the form attached hereto as **Exhibit L**, which shall be executed and delivered by Purchaser to Seller at Closing (the "**South Promissory Note**").

2.1.2. North Purchase Price; Escrow Agreement. Subject to the terms of this Agreement, Purchaser shall pay to Seller in cash at Closing the amount of Eight Hundred Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$816,750.00) (the "**North Closing Date Purchase Price**"). The remaining balance of the North Purchase Price in the amount of Two Million Four Hundred Fifty Thousand Two Hundred Fifty and 00/100 Dollars (\$2,450,250.00) shall be paid in accordance with the terms and conditions of a promissory note in the form

attached hereto as **Exhibit M**, which promissory note shall be executed and delivered by Purchaser to Seller at Closing (the "**North Promissory Note**"). In addition, pursuant to an escrow agreement, which shall be in the form attached hereto as **Exhibit N** (the "**Escrow Agreement**"), Purchaser shall deposit with Escrow Agent at Closing cash in the amount of One Hundred Seventy-Seven Thousand Six Hundred Forty-Three and 13/100 Dollars (\$177,643.13) from which Seller shall have the right to draw monthly interest payments owed by Purchaser to Seller pursuant to the North Promissory Note. Purchaser and Seller shall each pay one-half (1/2) of all fees of Escrow Agent for performing its duties under the Escrow Agreement.

2.1.3. Mortgages. Subject to the terms of this Agreement, Purchaser shall execute and deliver to Seller at Closing a first mortgage on each of the South Land (and related Improvements) and North Land (and related Improvements) (hereinafter referred to as the "**South Mortgage**" and "**North Mortgage**", respectively, and collectively, as the "**Mortgages**"). The South Mortgage and North Mortgage shall be in the forms attached hereto as **Exhibits O and P**, respectively, and will provide security for the timely, full and faithful performance of Purchaser's obligations under the South Promissory Note and North Promissory Note (collectively, the "**Promissory Notes**"). The Promissory Notes will be cross-defaulted with one another and the Mortgages shall be cross-collateralized and cross-defaulted with one another.

2. Section 9.6 is hereby amended to delete the last three sentences thereof.

3. Section 10.2.4 is deleted and replaced with the following:

10.2.4. Tenant Estoppels. Seller shall, not later than ten (10) business days following the expiration of the Feasibility Period, as a condition precedent to Closing, provide an estoppel from the bookstore tenant located at 601 S. Main St. (the "**Bookstore Tenant**") and, if applicable, each guarantor of such Lease, substantially in the form attached hereto as **Exhibit D**. Purchaser shall have the right to waive this requirement in its sole and absolute discretion. Further, Seller agrees to request estoppel certificates, in the form attached hereto as **Exhibit D**, from the following commercial tenants and/or licensees at the Property: Sletten Construction of Nevada, Inc., Wash Multifamily Laundry Systems, LLC, Cox PCS Assets, L.L.C. and Donrey Outdoor Advertising Company; provided, however, in no event shall the receipt of any such signed estoppel certificates be a condition precedent to Closing.

4. Schedule 1.1.2 is hereby amended to add the following Leases thereto:

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5. Schedule 1.1.5(b) to the Agreement is hereby deleted and replaced with Schedule 1.1.5(b) attached to this Amendment.

6. Exhibits L, M, N, O and P attached to this Amendment are hereby added to and made a part of the Agreement.

The terms and conditions of the Agreement, as amended, are incorporated herein and made a part hereof by reference as though fully rewritten herein. Except as modified by this Amendment, the terms and conditions of the Agreement, as amended, shall remain in full force and effect and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment via telephone facsimile transmission or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Amendment. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

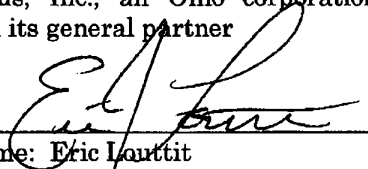
SELLER:

FC/LW VEGAS, LLC, a Delaware limited liability company

By: FC Vegas 20, LLC, a Nevada limited liability company and its Managing Member

By: Rolling Acres Properties Co. Limited Partnership, an Ohio partnership and its Managing Member

By: Artus, Inc., an Ohio corporation and its general partner

By: 
Name: Eric Lanttit
Title: Vice President

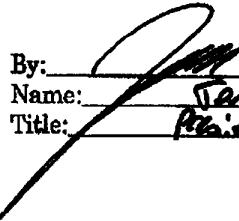
[SIGNATURE PAGE TO SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE]

40014-0047
Case No.: A-16

RA 007301

PURCHASER:

WORLD INVESTMENT NETWORK, INC.
a California corporation

By: 
Name: Jonathan Kerner
Title: President

[SIGNATURE PAGE TO SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE]

40014-0048
Case No.: A-16

RA 007302

EXHIBIT L
FORM OF SOUTH PROMISSORY NOTE

Attached



Land Title OF NEVADA, INC.

720 S. SEVENTH STREET
LAS VEGAS, NV 89101

Phone (702) 474-3300 Fax (702) 385-6420

File Number: 16050404-AP

Property Address: 622 & 620 South Casino Center Blvd Las Vegas, NV

Officer: Annette Petrovich

Open Date: 09/26/2005

Est. Close Date: 12/19/2005

Buyer - Meyer Property, LLC, a Delaware Limited Liability Company

BUYERS ESTIMATED CLOSING STATEMENT

DESCRIPTION	CHARGES	CREDITS
Sales Price		
Contract Sales Price	1,975,000.00	
Buyer/Borrower Deposits		
Deposit of Money - Barnet L Liberman		25,000.00
Prorations		
County taxes-139-34-311-041 10/21/2005 to 03/31/2006	532.80	
County taxes-139-34-311-042 10/21/2005 to 03/31/2006	1,726.40	
Escrow/Title Recording Charges		
Settlement Services/Escrow Fee - Land Title of Nevada, Inc.	768.75	
Overnight Courier - Land Title of Nevada, Inc.	25.00	
Wire Transfer Processing Fee - Land Title of Nevada, Inc.	50.00	
Recording Grant Deed - Land Title of Nevada, Inc.	25.00	
Subtotal:	868.75	
Balance Due Escrow		1,953,127.95
Totals	1,978,127.95	1,978,127.95

The charges on this settlement statement are tentative and may have been provided to escrow holder prior to obtaining written demands, instructions, invoices and fees. Escrow holder will make all necessary adjustments to the final settlement statement to reflect the final figures provided by others. Escrow holder shall have no responsibility for any deviation between the estimated settlement statement and the final settlement statement. The undersigned authorizes escrow holder to adjust figures for all charges including but not limited to prepaid and/or accrued interest, impound deposits, deficits or aggregate adjustment, lender/broker credits, fees or costs, prorations, taxes, penalties, payoff principal, prepayment penalties, foreclosure fees, court costs, etc. The undersigned understands that the transaction cannot move forward without the deposit of sufficient funds to pay all of the undersigned's creditors and accounts. Should payment of all fees, invoices, instructions and demands require the deposit of additional funds, the undersigned agrees to make such deposits upon request by the escrow holder.

For: Meyer Property, LLC, a Delaware Limited Liability

By: David Mitchell, Managing Member

Address: 20 W. 55th Street, Apt
12 A
NY NY 10019

Phone: 212-486-4444

20060111-0004218

Fee: \$16.00 RPTT: \$53,550.00
N/C Fee: \$0.00

01/11/2006 13:56:11
T20060006952

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane PUN
Clark County Recorder Pgs: 4

A.P.N.: 162-03-115-001 and 162-03-115-002
File No: NCS-128443-HHLV (ak)
R.P.T.T.: \$53,550.00

When Recorded Mail To: Mail Tax Statements To:
Aquarius Owner, LLC
c/o Mitchell Holdings, 20 West 55th Street, 12th Floor
New York, NY 10019

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Aquarius limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

Aquarius Owner, LLC, a Delaware Limited Liability Company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

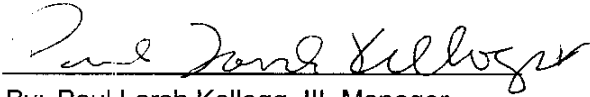
Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

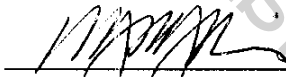
Date: 01/05/2006

Aquarius limited liability company, a Nevada
Limited Liability Company



By: Paul Larsh Kellogg, III, Manager

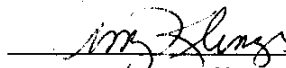
By: LJR, Incorporated, a Nevada
Corporation



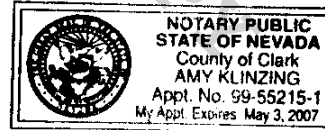
By: Michael R. Mushkin, President

STATE OF **NEVADA**)
) ss.
COUNTY OF **CLARK**)

This instrument was acknowledged before me on 1/10/06 by
Paul Larsh Kellogg, III, manager of Aquarius limited liability company and
Michael R. Mushkin, President of LJR, Incorporated.



Notary Public
(My commission expires: 5/3/07)



This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated
January 05, 2006 under Escrow No. **NCS-128443-HHLV**.

40018-0002
Case No.: A-16

RA 007306

EXHIBIT "A"

Parcel A:

Lot One (1) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

Parcel B:

Lot Two (2) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 162-03-115-001
b) 162-03-115-002
c) _____
d) _____

2. Type of Property

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☒ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property: \$10,500,000.00
Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
Transfer Tax Value: \$10,500,000.00
Real Property Transfer Tax Due \$53,550.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: N/A
b. Explain reason for exemption: N/A

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]

Capacity: seller/grantor

Signature: [Signature]

Capacity: buyer/grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Aquarius limited liability company

Print Name: Aquarius Owner, LLC

Address: 330 E. Charleston Blvd.

Address: 20 West 55th Street, 12th

City: Las Vegas

City: New York

State: NV Zip: 89104

State: NY Zip: 10019

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-128443-HHLV ak/ak

Address: 3960 Howard Hughes Parkway, S-380

City: Las Vegas

State: NV Zip: 89109

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

4218

20061023-0004123

Fee: \$17.00 RPTT: EX#009

N/C Fee: \$25.00

10/23/2006

15:14:53

T20060187435

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Charles Harvey

ADF

Clark County Recorder

Pgs: 5

A.P.N.: 139-34-410-057 and 139-34-410-056
File No: NCS-255870V-HHLV (ak)
R.P.T.T.: \$0.00 C

When Recorded Mail To: Mail Tax Statements To:
LiveWork, LLC
41 E. 60th Street, 6th Floor
New York, NY 10022

(15-1)

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LiveWork Manager LLC, a Delaware limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

LiveWork, LLC, a Delaware limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 09/27/2006

40019-0001
Case No.: A-16

RA 007309

LiveWork Manager, LLC, a Delaware Limited
Liability Company

By: Las Vegas Land Partners, LLC, a
Delaware limited liability company, Sole
Member



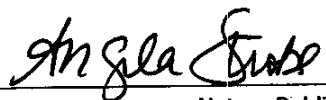
By: David J. Mitchell, Managing Member



By: Barnett L. Liberman, Managing
Member

STATE OF **NEVADA**)
 : ss.
COUNTY OF **CLARK**)

This instrument was acknowledged before me on October 11, 2006 by *



Notary Public

(My commission expires: _____)

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2012

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated
September 27, 2006 under Escrow No. **NCS-255870V-HHLV**.

*David J. Mitchell, a Managing Member of Las Vegas Land Partners, LLC, a
Delaware limited liability company, Sole Member of Livework Manager, LLC
a Delaware limited liability company



First American Title Insurance Company

National Commercial Services
3960 Howard Hughes Parkway, S-380
Las Vegas, Nevada 89169

STATE OF New York)
)
) :SS.
COUNTY OF ~~Clark~~ New York)

This instrument was acknowledged before me on 10/11/06
by *

Angela Strobe
Notary Public

(My commission expires:)

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2010

*Barnet L. Liberman, Managing Member of Las Vegas Land Partners, LLC, a
Delaware limited liability company, Sole Member of Livework Manager, LLC
a Delaware liability company

ak /10/11/2006

40019-0003
Case No.: A-16

RA 007311

EXHIBIT "A"

Parcel 1:

Lots Nine (9) and Ten (10) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 2:

Lots Eleven (11) and Twelve (12) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 3:

Lots Thirteen (13) and Fourteen (14) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 4:

Lot Fifteen (15) and Sixteen (16) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion of said land as conveyed to the City of Las Vegas by Deed recorded September 22, 1983 in Book 1808 as Document No. 1767286, in the Office of the County Recorder, Clark County, Nevada.

Parcel 5:

Lots Seventeen (17) and Eighteen (18) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 6:

Lots Nineteen (19) and Twenty (20) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 7:

Lots Twenty-one (21) and Twenty-two (22) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 8:

Lots Twenty-three (23) and Twenty-four (24) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 139-34-410-057
b) 139-34-410-056
c) _____
d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: DAF

3. Total Value/Sales Price of Property: _____

\$0.00

Deed in Lieu of Foreclosure Only (value of property) _____

(\$ _____)

Transfer Tax Value: _____

\$0.00

Real Property Transfer Tax Due _____

\$0.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: _____

9

b. Explain reason for exemption: Transfer to a Business Entity Which Grantor Owns
100%

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

FBO

Capacity: _____

Grantor

Signature: _____

FBO

Capacity: _____

Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: LiveWork Manager, LLC

Print Name: Livework, LLC

Address: 41 E. 60th Street, 6th Floor

Address: 41 E. 60th Street, 6th Floor

City: New York

City: New York

State: NY

Zip: 10022

State: NY

Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance

Company National Commercial

Print Name: Services

File Number: NCS-255870V-HHLV ak/ak

Address: 3960 Howard Hughes Parkway, S-380

City: Las Vegas

State: NV

Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

4123

40019-0005

Case No.: A-16

RA 007313

7-2

20061102-0003122

APN #: 162-03-115-001 (C)

Escrow #NCS-255870U-HHLV (ak)

Grant, Bargain and Sale Deed

(Title on Document)

**Re-record to Correct Grantor

20061023-0004114

Recording requested by:

First American Title Company

Return to:

Name LiveWork Manager, LLC

Address 41 E. 60th Street, 6th Floor

City/State/Zip New York, NY 10022

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

Fee: \$18.00 RPTT: EX#003

N/C Fee: \$0.00

11/02/2006

14:43:52

T20060194341

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Charles Harvey

RMS

Clark County Recorder

Page: 7

RE-RECORDED

40020-0001

Case No.: A-16

RA 007314

20061023-0004114

Fee: \$17.00 RPTT: EX#001
N/C Fee: \$0.00

10/23/2006 15:14:53
T20060187435

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Charles Harvey ADF
Clark County Recorder Pgs: 5

A.P.N.: 162-03-115-001
File No: NCS-255870U-HHLV (ak)
R.P.T.T.: \$0.00 C

When Recorded Mail To: Mail Tax Statements To:
LiveWork Manager, LLC
41 E. 60th Street, 6th Floor
New York, NY 10022

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Aquarius Owner, LLC, a Delaware limited liability company
~~Aquarius Owners, LLC, a Delaware limited liability company~~

do(es) hereby GRANT, BARGAIN and SELL to

Livework Manager, LLC, a Delaware limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 09/26/2006

40020-0002
Case No.: A-16

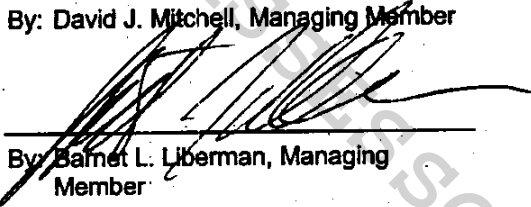
RA 007315

Aquarius Owners, LLC, a Delaware limited liability company

By: Las Vegas Land Partners, LLC, a Delaware limited liability company, Sole Member



By: David J. Mitchell, Managing Member



By: Barnett L. Liberman, Managing Member

STATE OF NEVADA)
COUNTY OF CLARK) ss.

This instrument was acknowledged before me on October 12, 2006 by **David J. Mitchell, Managing Member of Las Vegas Land Partners, LLC, a Delaware limited liability company, Managing Member of LiveWork Manager, LLC, a Delaware limited liability company.**


Notary Public

(My commission expires: _____)

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2010

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on October 11, 2006 by
**Barnet L. Liberman, Managing Member of Las Vegas Land Partners, LLC, a Delaware
limited liability company, Managing Member of LiveWork Manager, LLC, a Delaware
limited liability company,**

Angela L. Strobe

Notary Public

(My commission expires: _____)

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6000923
Qualified in New York County
Commission Expires Sept. 23, 2010

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated
September 26, 2006 under Escrow No. NCS-255870U-HHLV.

ASSESSOR'S COPY

EXHIBIT "A"

PARCEL A:

**LOT ONE (1) IN BLOCK ONE (1) OF AQUARIUS PLAZA, AS SHOWN BY MAP THEREOF
ON FILE IN BOOK 87 OF PLATS, PAGE 77, IN THE OFFICE OF THE COUNTY RECORDER
OF CLARK COUNTY, NEVADA.**

PARCEL B:

**LOT TWO (2) IN BLOCK ONE (1) OF AQUARIUS PLAZA, AS SHOWN BY MAP THEREOF
ON FILE IN BOOK 87 OF PLATS, PAGE 77, IN THE OFFICE OF THE COUNTY RECORDER
OF CLARK COUNTY, NEVADA.**

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 162-03-115-001
b) _____
c) _____
d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: DAF

3. Total Value/Sales Price of Property: _____

\$0.00

Deed in Lieu of Foreclosure Only (value of property) (\$ _____)

Transfer Tax Value: _____

\$0.00

Real Property Transfer Tax Due _____

\$0.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: 1 DAF
b. Explain reason for exemption: Transfer to Affiliate With Identical Common Ownership

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature] FBO

Capacity: Grantor

Signature: [Signature] FBO

Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Aquarius Owners, LLC

Print Name: Livework Manager, LLC

Address: 41 E. 60th Street, 6th Floor

Address: 41 E. 60th Street, 6th Floor

City: New York

City: New York

State: NY Zip: 10022

State: NY Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-255870U-HHLV ak/ak

Address: 3960 Howard Hughes Parkway, S-380

City: Las Vegas

State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3122 4114

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 162-03-115-001
b) _____
c) _____
d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property: _____

\$0.00

Deed in Lieu of Foreclosure Only (value of property) (\$ _____)

Transfer Tax Value: _____

\$0.00

Real Property Transfer Tax Due _____

\$0.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: 3
b. Explain reason for exemption: Recognize True Status - correcting Grantor Name

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature] FBO

Capacity: Grantor

Signature: [Signature] FBO

Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Aquarius Owner, LLC

Address: 41 E. 60th Street, 6th Floor

City: New York

State: NY Zip: 10022

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Livework Manager, LLC

Address: 41 E. 60th Street, 6th Floor

City: New York

State: NY Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-255870U-HHLV ak/dm

Address: 3960 Howard Hughes Parkway, S-380

City: Las Vegas

State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3122

20061023-0004115

Fee: \$17.00 RPT: EX#009

N/C Fee: \$0.00

10/23/2006

15:14:53

T20060187435

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Charles Harvey

ADF

Clark County Recorder

Pgs: 5

A.P.N.: 162-03-115-001
File No: NCS-255870U-HHLV (ak)
R.P.T.T.: \$0.00 C

5-1

When Recorded Mail To: Mail Tax Statements To:
LiveWork, LLC
41 E. 60th Street, 6th Floor
New York, NY 10022

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LiveWork Manager, LLC, a Delaware Limited Liability Company

do(es) hereby *GRANT, BARGAIN and SELL* to

Livework, LLC, a Delaware limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 09/27/2006

40021-0001
Case No.: A-16

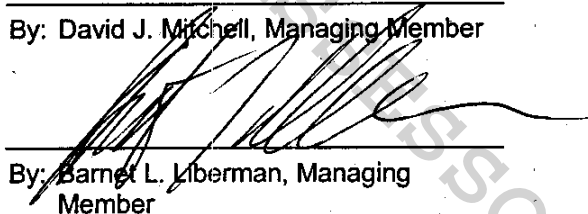
RA 007321

LiveWork Manager, LLC, a Delaware Limited
Liability Company

By: Las Vegas Land Partners, LLC, a
Delaware limited liability company, Sole
Member



By: David J. Mitchell, Managing Member



By: Barnett L. Liberman, Managing
Member

STATE OF **NEVADA**)
) ss.
COUNTY OF **CLARK**)

This instrument was acknowledged before me on 10/11/06 by *
LiveWork Manager, LLC, a Delaware Limited Liability Company.


Notary Public

(My commission expires: _____)

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2012

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated
September 27, 2006 under Escrow No. **NCS-255870U-HHLV.**

*David J., Mitchell, Managing Member of Las Vegas Land Partners, LLC
a Delaware limited liability company, Sole Member of



First American Title Insurance Company

National Commercial Services
3960 Howard Hughes Parkway, S-380
Las Vegas, Nevada 89169

STATE OF New York)
)
) :ss.
COUNTY OF ~~Clark~~ New York)

This instrument was acknowledged before me on 10/11/06
by *

Angela Strobe
Notary Public

(My commission expires:)

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2012

*Barnet L. Liberman, Managing Member of Las Vegas Land Partners, LLC, a
Delaware limited liability company, Sole Member of Livework Manager, LLC
a Delaware limited liability company

ak /10/11/2006

40021-0003
Case No.: A-16

RA 007323

EXHIBIT "A"

PARCEL A:

**LOT ONE (1) IN BLOCK ONE (1) OF AQUARIUS PLAZA, AS SHOWN BY MAP THEREOF
ON FILE IN BOOK 87 OF PLATS, PAGE 77, IN THE OFFICE OF THE COUNTY RECORDER
OF CLARK COUNTY, NEVADA.**

PARCEL B:

**LOT TWO (2) IN BLOCK ONE (1) OF AQUARIUS PLAZA, AS SHOWN BY MAP THEREOF
ON FILE IN BOOK 87 OF PLATS, PAGE 77, IN THE OFFICE OF THE COUNTY RECORDER
OF CLARK COUNTY, NEVADA.**

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 162-03-115-001
b) _____
c) _____
d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: DAF

3. Total Value/Sales Price of Property:

\$0.00

Deed in Lieu of Foreclosure Only (value of property)

(\$ _____)

Transfer Tax Value:

\$0.00

Real Property Transfer Tax Due

\$0.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: 9 DAF
b. Explain reason for exemption: Transfer to Business Entity Which Grantor Owns 100%

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature] FBO

Capacity: Grantor

Signature: [Signature] FBO

Capacity: Grantor

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: LiveWork Manager, LLC

Print Name: Livework, LLC

Address: 41 E. 60th Street, 6th Floor

Address: 41 E. 60th Street, 6th Floor

City: New York

City: New York

State: NY Zip: 10022

State: NY Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance

Company National Commercial

Print Name: Services

File Number: NCS-255870U-HHLV ak/ak

Address: 3960 Howard Hughes Parkway, S-380

City: Las Vegas

State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

4115

20061023-0004122

Fee: \$17.00 RPTT: EX#001

N/C Fee: \$0.00

10/23/2006

15:14:53

T20060187435

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Charles Harvey

ADF

Clark County Recorder

Pgs: 5

A.P.N.: 139-34-410-057 and 139-34-410-056
File No: NCS-255870V-HHLV (ak)
R.P.T.T.: \$0.00 C

When Recorded Mail To: Mail Tax Statements To:
LiveWork Manager, LLC
41 E. 60th Street, 6th Floor
New York, NY 10022

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Leah Property, LLC, a Delaware limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

LiveWork Manager, LLC, a Delaware limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 09/26/2006

40022-0001

Case No.: A-16

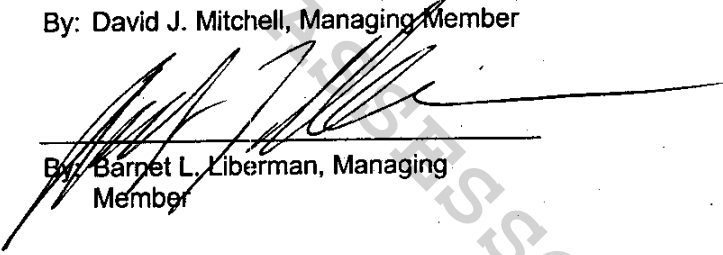
RA 007326

Leah Property, LLC, a Delaware limited liability company

By: Las Vegas Land Partners, LLC, a Delaware limited liability company, Sole Member



By: David J. Mitchell, Managing Member



By: Barnett L. Liberman, Managing Member

STATE OF **NEVADA**)
 : ss.
COUNTY OF **CLARK**)

This instrument was acknowledged before me on October 11, 2006 by David J. Mitchell, Managing Member of Las Vegas Land Partners, LLC, a Delaware limited liability company, Sole Member of Leah Property, LLC, a Delaware limited liability company.



Notary Public

(My commission expires: _____)

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2012

This instrument was acknowledged before me on October 11, 2006 by **Barnet L. Liberman, Managing Member of Las Vegas Land Partners, LLC, a Delaware limited liability company, Sole Member of Leah Property, LLC, a Delaware limited liability company.**

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2010

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **September 26, 2006** under Escrow No. **NCS-255870V-HHLV**.

ES: _____)
 NO. 01
 Qualified in New York County
 Commission Expires Sept. 23, 2010

Judgement is attached to that certain Grant, Bargain Sale Deed da
 5 under Escrow No. **NCS-255870V-HHLV**.

EXHIBIT "A"

Parcel 1:

Lots Nine (9) and Ten (10) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 2:

Lots Eleven (11) and Twelve (12) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 3:

Lots Thirteen (13) and Fourteen (14) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 4:

Lot Fifteen (15) and Sixteen (16) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion of said land as conveyed to the City of Las Vegas by Deed recorded September 22, 1983 in Book 1808 as Document No. 1767286, in the Office of the County Recorder, Clark County, Nevada.

Parcel 5:

Lots Seventeen (17) and Eighteen (18) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 6:

Lots Nineteen (19) and Twenty (20) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 7:

Lots Twenty-one (21) and Twenty-two (22) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

Parcel 8:

Lots Twenty-three (23) and Twenty-four (24) in Block Thirteen (13) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 139-34-410-057
b) 139-34-410-056
c) _____
d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property: _____

\$0.00

Deed in Lieu of Foreclosure Only (value of property) _____

(\$ _____)

Transfer Tax Value: _____

\$0.00

Real Property Transfer Tax Due _____

\$0.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: 1 DAF

b. Explain reason for exemption: Transfer to Affiliate with Identical Common Ownership

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

FBO

Capacity: _____

Grantor

Signature: _____

FBO

Capacity: _____

Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: Leah Property, LLC

Print Name: LiveWork Manager, LLC

Address: 41 E. 60th Street, 6th Floor

Address: 41 E. 60th Street, 6th Floor

City: New York

City: New York

State: NY Zip: 10022

State: NY Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance

Company National Commercial

Print Name: Services

File Number: NCS-255870V-HHLV ak/ak

Address: 3960 Howard Hughes Parkway, S-380

City: Las Vegas

State: NV

Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

4122

40022-0005

Case No.: A-16

RA 007330

9/1

20061107-0003072

A.P.N. #	139-34-410-056
Escrow No.	259175ML
R.P.P.T.	
Recording Requested By: <i>National Title Co.</i> Error: Bookmark not defined	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
LiveWork, LLC	
41 E. 60th St., 6th Fl.	
New York, NY 10022	

Fee: \$19.00 RPTT: EX#001
N/C Fee: \$0.00

11/07/2006 13:36:13
T20060197265

Requestor:
NATIONAL TITLE COMPANY

Charles Harvey JJF
Clark County Recorder Pgs: 7

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Livework, Manager, LLC, a Delaware Limited Liability Company

for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain Sell and Convey to Leah Property, LLC, a Delaware Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.

SUBJECT TO:

1. Taxes for fiscal year 2004-05;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 11/6/06

LiveWork Manager, LLC

By: Las Vegas Land Partners, LLC

By: _____
David J. Mitchell, Managing Member

By: _____
Daniel L. Liberman, Managing Member

THIS DEED IS SIGNED IN COUNTERPART

40023-0001
Case No.: A-16

RA 007331

State of ~~Nevada~~ New York }
County of ~~Clark~~ New York } ss.

This instrument was acknowledged before me on 11/6/06
By ~~David J. Mitchell~~ and Barnet L. Liberman

Signature: _____

Notary Public

MATTHEW J. DANOW
Notary Public, State of New York
No. 02DA6100961
Qualified in New York County
Commission Expires Nov. 3, 2011

ASSESSOR'S COPY

40023-0002
Case No.: A-16

RA 007332

A.P.N. #	139-34-410-056
Escrow No.	259175ML
R.P.P.T.	
Recording Requested By:	
National Title Co	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Livework, LLC	
41 E. 60th Street, 6th Floor	
New York, NY 10022	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged, Livework, Manager, LLC, a Delaware Limited Liability Company does hereby Grant, Bargain Sell and Convey to Leah Property, LLC, a Delaware Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.

SUBJECT TO:

1. Taxes for fiscal year 2004-05;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 11/3/06

THIS DEED IS SIGNED IN COUNTERPART

LiveWorkManager, LLC
By: Las Vegas Land Partners, LLC

Of

By: _____
David J. Mitchell, Managing Member

By: _____
Barnet Liberman, Managing Member

State of ~~Nevada~~ New York }
County of ~~Clark~~ New York } ss.

This instrument was acknowledged before me on 11/3/06
By: David J. Mitchell ^{*} and Barnet Liberman
Signature: *Susan M Perez*
Notary Public

SUSAN M. PEREZ
Notary Public, State of New York
No. 01PE6049380
Qualified in Nassau County
Commission Expires Oct. 10, 2010

*David J. Mitchell, a Managing Member of Las Vegas Land Partners, LLC, a Delaware Limited Liability Company, Sole Member of Livework Manager, LLV a Delaware Limited Liability Company.

ORIGINAL COPY

EXHIBIT "A"

The land referred to herein situate in the State of Nevada, County of Clark, described as follows:

PARCEL I:

Lots Nine (9) and Ten (10) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL II:

Lots Eleven (11) and Twelve (12) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL III:

Lots Thirteen (13) and Fourteen (14) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL IV:

Lots Fifteen (15) and Sixteen (16) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM that portion of said land as conveyed to the City of Las Vegas by Deed recorded September 22, 1983 in Book 1808 as Document No. 1767286, in the Office of the County Recorder, Clark County, Nevada.

PARCEL V:

Lots Seventeen (17) and Eighteen (18) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL VI:

Lots Nineteen (19) and Twenty (20) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL VII:

Lots Twenty-one (21) and Twenty-two (22) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL VIII:

Lots Twenty-three (23) and Twenty-four (24) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

ASSESSOR'S COPY

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 139-34-410-056 2
b) THROUGH 139-34-410-059
c) AND 139-34-410-083
d) THROUGH 139-74-440-086

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument No. OK

Book Page

Date of Recording: 09.09.2008

Notes: NO DOCUMENTATION

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Family Residence
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apartment Bldg. f) ☐ Commercial/Industrial
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (Value of Property) (_____)

Transfer Tax Value _____

Real Property Transfer Tax Due: _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: 1

Transfer to a Business Entity Which Grantor owns

- b. Explain Reason for Exemption: 100% affiliate with identical common ownership.

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]

Capacity: _____

Grantor

Livework Manager, LLC

Signature: [Signature]

Capacity: _____

Grantee

Leah Property, LLC

SELLER (GRANTOR) INFORMATION

Print Name: Livework Manager, LLC

Address: 41 E. 60th St., 6th Floor

City/State/Zip New York, NY 10022

BUYER (GRANTEE) INFORMATION

Print Name: Leah Property, LLC

Address: 41 E. 60th St., 6th Floor

City/State/Zip New York, 10022

COMPANY/PERSON REQUESTING RECORDING (required if not the Seller or Buyer)

Company Name: National Title Co Escrow No 259175ML

Address: 714 East Sahara

City Las Vegas State: NV Zip 89104

3072

40023-0007
Case No.: A-16

RA 007337

20061107-0003071

Fee: \$16.00 RPTT: EX#001
N/C Fee: \$0.00

11/07/2006 13:36:13
T20060197265

Requestor:
NATIONAL TITLE COMPANY

Charles Harvey JJF
Clark County Recorder Pgs: 4

A.P.N. #	139-34-410-056
Escrow No.	259175ML
R.P.P.T.	
Recording Requested By:	
National Title Co	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Livework, LLC	
41 E. 60th Street, 6th Floor	
New York, NY 10022	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged, Livework, LLC, a Delaware Limited Liability Company does hereby Grant, Bargain Sell and Convey to Livework Manager, LLC, a Delaware Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.

SUBJECT TO:

1. Taxes for fiscal year 2004-05;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 11-03-06

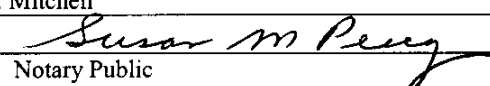
Livework, LLC

By: 
David J. Mitchell, Managing Member

State of ~~Nevada~~ New York }
County of ~~Clark~~ New York } ss.

This instrument was acknowledged before me on 11-3-06

By: David J. Mitchell

Signature: 
Notary Public

SUSAN M. PEREZ
Notary Public, State of New York
No. 01PE6049360
Qualified in Nassau County
Commission Expires Oct. 10, 2010

40024-0001
Case No.: A-16

RA 007338

EXHIBIT "A"

The land referred to herein situate in the State of Nevada, County of Clark, described as follows:

PARCEL I:

Lots Nine (9) and Ten (10) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL II:

Lots Eleven (11) and Twelve (12) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL III:

Lots Thirteen (13) and Fourteen (14) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL IV:

Lots Fifteen (15) and Sixteen (16) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM that portion of said land as conveyed to the City of Las Vegas by Deed recorded September 22, 1983 in Book 1808 as Document No. 1767286, in the Office of the County Recorder, Clark County, Nevada.

PARCEL V:

Lots Seventeen (17) and Eighteen (18) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL VI:

Lots Nineteen (19) and Twenty (20) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL VII:

Lots Twenty-one (21) and Twenty-two (22) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL VIII:

Lots Twenty-three (23) and Twenty-four (24) in Block Thirteen (13) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

ASSESSOR'S COPY

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 139-34-410-056
b) THROUGH 139-34-410-059
c) AND 139-34-410-083
d) THROUGH 139-34-410-086

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument No. Op. 0901

Book 1

Page 1

Date of Recording: Op. 0901

Notes: Does not qualify for RLB

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Family Residence
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apartment Bldg. f) ☐ Commercial/Industrial
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (Value of Property) ()

Transfer Tax Value

Real Property Transfer Tax Due:

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: X1

~~Transfer to a Business Entity Which Grantor owns~~

- b. Explain Reason for Exemption:

100% transfer from a subsidiary to a parent

5. Partial Interest: Percentage being transferred:

%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature:

Capacity:

Grantor

Signature:

Capacity:

Grantee

LIVEWORK LLC., A DELAWARE LIMITED
LIABILITY COMPANY

SELLER (GRANTOR) INFORMATION

Print Name: Livework, LLC
Address: 41 E. 60th St., 6th Floor
City/State/Zip: New York, NY 10022

BUYER (GRANTEE) INFORMATION

Print Name: Livework Manger, LLC
Address: 41 E. 60th St., 6th Floor
City/State/Zip: New York, 10022

COMPANY/PERSON REQUESTING RECORDING (required if not the Seller or Buyer)

Company Name: National Title Co Escrow No: 259175ML
Address: 714 East Sahara
City: Las Vegas State: NV Zip: 89104

40024-0004
Case No.: A-16

RA 007341

PLEDGE AGREEMENT

This PLEDGE AGREEMENT (this "Agreement") is dated as of the 20th day of December, 2006, by and between LAS VEGAS LAND PARTNERS, LLC, a Delaware limited liability company (the "Pledgor"), and HEARTLAND BANK, a federal savings bank (the "Lender").

WITNESSETH THAT:

WHEREAS, the Lender is making a loan (the "Loan") in the amount of Seven Million One Hundred Thousand and No/100 Dollars (\$7,100,000.00) concurrently herewith to ZOE PROPERTY, LLC (the "Borrower"), pursuant to the terms of (i) a Promissory Note of even date herewith executed by Borrower to and for the benefit of Lender, in the original principal amount of Five Million Four Hundred Thousand and No/100 Dollars (\$5,400,000.00) (the "First Note") and (ii) a Promissory Note of even date herewith executed by Borrower to and for the benefit of Lender, in the original principal amount of One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00) (the "Second Note" and, together with the First Note, the "Notes");

WHEREAS, Pledgor owns interests in the limited liability companies and partnerships listed on Schedule A attached hereto and incorporated herein by reference (each such limited liability company or partnership referred to individually as a "Company"), and collectively as the "Companies") in the amount of the percentage interest of each such ownership interest also listed on Schedule A (collectively, the "Ownership Interests").

WHEREAS, the Lender has required as a condition, among others, to making the Loan, and in order to secure the prompt and complete payment, observance and performance of all of the indebtedness, obligations and liabilities owing to the Lender now or hereafter owing by the Pledgor to the Lender, including under the Notes (all such indebtedness, obligations and liabilities, as the same may be amended, renewed or extended are collectively referred to herein as the "Liabilities"), that the Pledgor execute and deliver this Agreement to the Lender as security for the payment of the Liabilities;

WHEREAS, in order to induce the Lender to make the financial accommodations and extensions of credit contemplated by the Notes and the other documents related to the Loan which, it is acknowledged by Pledgor, the Lender is doing in reliance upon this Agreement, Pledgor desires to enter into this Agreement and grant a security interest to the Lender in the collateral as hereinafter described.

NOW, THEREFORE, for and in consideration of the foregoing and of any financial accommodations or extensions of credit (including, without limitation, renewal or advance by renewal, refinancing or extension of the agreements described hereinabove or otherwise) heretofore, now or hereafter made to or for the benefit of the Pledgor by the Lender and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As security for the prompt and complete

15-1762

Mitch0158822

40025-0001

Case No.: A-16

RA 007342

payment, observance and performance of the Liabilities, Pledgor hereby pledges and assigns all of its right, title and interest, and grants a security interest, in and to the following: twenty-five percent (25%) of (i) all of Pledgor's Ownership Interests, whether now owned or hereafter acquired, in the Companies, (ii) all warrants, options and other rights to acquire additional interests in the Companies, now or at any time or times hereafter owned by the Pledgor, (iii) all of Pledgor's right to receive any profits, proceeds, distributions, loan repayments, advances, contributions and/or payments in money or in kind and (iv) all proceeds thereof (the foregoing, together with the property and interests in property described in Sections 8 and 9 below, and all proceeds of any of the foregoing being hereinafter collectively referred to as the "Pledged Collateral").

2. Priority and Perfection of Security Interest. The security interest granted by Pledgor in the Pledged Collateral shall at all times be valid, perfected and enforceable against Pledgor, Borrower and all third parties in accordance with the terms of this Agreement, as security for the Liabilities, and the Pledged Collateral shall not at any time be subject to any lien or other encumbrance that is prior to, on a parity with, or junior to the security interest granted to Lender. Pledgor shall, at its sole cost and expense, take all action that may be necessary or desirable, or that the Lender may request, so as at all times to maintain the validity, perfection, enforceability and priority of the security interest in the Pledged Collateral as provided herein, or to enable Lender to exercise or enforce its rights hereunder. The Lender is hereby authorized to file one or more financing or continuation statements or amendments thereto for the purposes contemplated herein. Pledgor shall mark its books and records, and shall cause each of the Companies to mark its books and records, to reflect the security interest in the Pledge Collateral granted herein.

3. Voting Rights. During the term of this Agreement, and so long as no Event of Default (as hereinafter defined) shall exist, the Pledgor shall have the right to vote the Pledged Collateral and exercise any voting rights pertaining thereto and to give consents, ratifications and waivers with respect thereto. After the occurrence and during the continuance of an Event of Default, the Lender shall be entitled, at the Lender's option and following written notice from the Lender to the Pledgor, to exercise all voting powers pertaining to the Pledged Collateral and to give, exclusively, consent, ratifications and waivers with respect thereto for all purposes.

4. Distributions. During the term of this Agreement and so long as no Event of Default shall exist, the Pledgor shall be entitled to receive all distributions paid in respect of the Pledged Collateral. At any time that an Event of Default exists, all distributions paid in respect of the Pledged Collateral shall be paid directly by the Companies to the Lender for application to the Liabilities and Pledgor's right to receive such distributions pursuant to this Section 4 shall immediately cease. All distributions received by the Pledgor contrary to the provisions of this Section 4 shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Pledgor and shall be paid over to the Lender as Pledged Collateral in the same form as so received (with any necessary endorsement).

5. Pledgor's Representations. Pledgor warrants and represents as follows:

(a) Pledgor is authorized to execute, deliver and perform this

Agreement, and to incur the obligations and make the representations, warranties and covenants made herein; and, upon execution and delivery, this Agreement will constitute valid and legally binding obligation of Pledgor, enforceable in accordance with its terms;

(b) Neither this Agreement nor the performance by Pledgor of his obligations hereunder violates any provisions of any agreement which is binding upon any of the Pledgor (including, without limitation, any operating agreement or other organization document of any of the Companies) or any provisions of law; no action or permission by any governmental commission, bureau or agency is required in connection with the execution of this Agreement by Pledgor or the performance thereof by Pledgor which has not previously been taken or acquired, as the case may be, or which Pledgor will not cause to occur or to be acquired, as the case may be, prior to the time the same is necessary for the execution of this Agreement or the performance thereof; and Pledgor is not subject to filing, reporting or like requirements of any governmental commission, bureau or agency charged with control or supervision of environmental concerns in connection with the consummation of the transactions contemplated by this Agreement;

(c) No actions, suits or proceedings at law or in equity are pending or, to the best of Pledgor's knowledge and belief, threatened, in any court or before any federal, state or municipal or governmental department, commission, board, bureau, agency or instrumentality against the Pledgor, nor is Pledgor in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or federal, state, municipal or governmental department, board, bureau, agency or instrumentality.

(d) The Pledgor is the sole, direct, legal and beneficial owner of the Pledged Collateral, and all of the Pledged Collateral is free and clear of any lien, encumbrance or restriction except the security interest in favor of Lender created hereby; and;

(e) The Pledgor has the right (i) to vote the Pledged Collateral, and (ii) to pledge and grant this security interest in the Pledged Collateral.

6. Pledgor's Covenants. Pledgor respectively covenants and agrees as follows:

(a) Pledgor will pay and discharge promptly all lawful taxes, assessments and governmental charges or levies imposed upon the Pledged Collateral and shall provide Lender prior to any applicable penalty date with evidence of payment of all such taxes and assessments which might become a lien against the Pledged Collateral;

(b) Pledgor shall not sell, convey or assign the Pledged Collateral, and shall not create or suffer to exist any security interest, lien, charge or encumbrance of any kind upon the Pledged Collateral or other property owned or controlled by Pledgor;

(c) Pledgor shall not cause or permit any of the Companies to, without the prior written consent of Lender, (i) modify, amend or alter, in any material respect which would affect the rights of the Lender with respect to the Pledged Collateral or the Liabilities, the terms and conditions of any operating agreement or other organizational documents of any such Company, (ii) liquidate or dissolve any of the Companies, (iii) elect to treat the Ownership

Interests as "securities" under Article 8 of the Uniform Commercial Code, or otherwise make or permit any change affecting the Ownership Interests which would affect the validity, priority or perfection of the security interest granted to Lender, or (iv) execute any document or instrument or take any action which will, in the reasonable determination of Lender, impair the value of the Pledge Collateral.

(d) Pledgor agrees that Lender may duplicate and furnish any credit information or documents provided by Pledgor to Lender to (i) any participants or prospective participants in the Loan, (ii) any federal or state regulatory agency having jurisdiction over Lender, (iii) any assignee or prospective assignee of Lender, (iv) any attorney or accountant retained or employed by Lender, and (v) any other person, court or agency in connection with any litigation or administrative action.

7. Subsequent Changes Affecting Pledged Collateral. Pledgor represents to the Lender that the Pledgor has made his own arrangements for keeping informed of changes or potential changes affecting the Pledged Collateral (including, but not limited to, payment of distributions, reorganization or other exchanges and voting rights), and the Pledgor agrees that the Lender shall have no responsibility or liability for informing the Pledgor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto.

8. Pledged Collateral Adjustments. In the event that, during the term of this Agreement, any reclassification, readjustment or other change is declared or made in the capital structure of any of the Companies (including, without limitation, the issuance of additional interests in the Company), then the Lender shall have a security interest in all interests issued to or acquired by the Pledgor in respect of the Pledged Collateral by reason of any such change or exercise, and such interests shall become part of the Pledged Collateral.

9. Warrants, Options and Other Rights. In the event that, during the term of this Agreement, subscription warrants or any other rights or options shall be issued by any of the Company in connection with the Pledged Collateral or otherwise issued to or acquired by the Pledgor, then the Lender shall have a security interest in such warrants, rights and options, and such warrants, rights and options shall become part of the Pledged Collateral.

10. No Discharge. Pledgor shall remain bound and his liabilities hereunder shall be unconditional, irrespective of (i) the validity or enforceability, avoidance or subordination of the Liabilities, (ii) the absence of any attempt to collect the Liabilities from any guarantor or surety thereof, or any affiliate of Pledgor or Borrower which is a party to any other Loan Document, or other action to enforce the same or the election of any remedy by the Lender, (iii) the waiver, consent, extension, forbearance or granting of any indulgence by the Lender with respect to any provision of the documents related to the Loan, (iv) failure by the Lender to take any steps to perfect and maintain its security interest in, or to preserve its rights in, any of the Pledged Collateral, (v) the election by the Lender in any proceeding instituted under Chapter 11 of the Bankruptcy Code involving the Borrower of the application of Section 1111(b)(2) of the United States Bankruptcy Code, (vi) any borrowing or grant of a security interest by the Borrower, as debtor-in-possession, under Section 364 of the United States Bankruptcy Code, (vii) the disallowance under Section 502 of the United States Bankruptcy Code of all or any portion of the claims of the Lender for repayment of the Liabilities, or (viii) any other

circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor, or of the Pledgor, all of the foregoing being expressly waived by the Pledgor.

11. Waivers. Pledgor hereby waives any requirements of diligence, presentment, demand of payment, filing of claims with a court in the event of a receivership or bankruptcy of the Borrower, protest or notice with respect to the Liabilities, the benefit of any statutes of limitations, and all demands whatsoever (and shall not require that the same be made on the Borrower) as a condition precedent to the Liabilities hereunder, and covenants that this Agreement will not be discharged, except as provided in Section 15 hereunder.

12. Events of Default. Each of the following events shall constitute an event of default (each an "Event of Default" and collectively "Events of Default"):

(a) failure by Pledgor in the due performance of any other covenant, agreement or condition herein contained or required to be performed or observed by Pledgor; provided, however, that if such failure is cured within thirty (30) days after the Lender mails written notice of such failure to the Pledgor (or, if such failure cannot be cured within thirty (30) days, such longer period as is necessary to complete such cure, provided that Pledgor commences such cure within such 30-day period and thereafter diligently prosecutes the same to completion), then the same shall not constitute an Event of Default;

(b) an Event of Default under either of the Notes or any other document related to the Loan;

(c) any representation or statement made or furnished to Lender by Pledgor, or on Pledgor's behalf, is false or misleading in any material respect either now or at the time made or furnished

13. Remedies of Lender Following an Event of Default. Upon an Event of Default the Lender shall have, in addition to any other rights given under this Agreement or by law, all of the rights and remedies with respect to the Pledged Collateral under the Uniform Commercial Code, as in effect in the State of Missouri. In addition, at any time upon the occurrence during the continuation of an Event of Default, the Lender shall have such powers of sale and other powers as may be conferred by applicable law. With respect to the Pledged Collateral or any part thereof which shall then be in or shall thereafter come into the possession or custody of the Lender or which the Lender shall otherwise have the ability to transfer under applicable law, the Lender may, in its sole discretion, without notice except as specified below, at any time that an Event of Default exists, sell or cause the same to be sold at any broker's board or at public or private sale, in one or more sales or lots, at such price as the Lender may reasonably deem best, for cash or on credit or for future delivery, without assumption of any credit risk on the part of the Lender, and the purchaser of any or all of the Pledged Collateral at sale shall hold the same, absolutely free from any claim, demand, lien or right of any kind whatsoever. Unless any of the Pledged Collateral threatens to decline speedily in value or it becomes a type sold on a recognized market, the Lender will give the Pledgor reasonable notice of the time and place of any public sale thereof, or of the time after which any private sale or other intended disposition is to be made. Any sale of the Pledged Collateral conducted in conformity with reasonable commercial practices of banks, commercial finance companies,

insurance companies or other financial institutions disposing of property similar to the Pledged Collateral shall be deemed to be commercially reasonable. Notwithstanding any provision to the contrary contained herein, any requirement of reasonable notice shall be met if ten (10) days' notice of such sale or disposition is provided to the Pledgor. Any other requirement of notice, demand or advertisement for sale is, to the extent permitted by law, waived. The Lender may, in its own name or in the name of a designee or nominee, buy all or any part of the Pledged Collateral at any public sale and, if permitted by applicable law, buy all or any part of the Pledged Collateral at any private sale. Pledgor will pay to the Lender all expenses (including, without limitation, court costs and attorneys' and paralegals' fees and expenses) of, or incident to, (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale or collection of or other realization upon, any of the Pledged Collateral, (iii) the exercise or enforcement of any of the rights of the Lender hereunder, or (iv) the failure by the Pledgor to perform or observe any provision hereof. In view of the fact that federal and state securities laws and securities laws in other foreign jurisdictions may impose certain restrictions on the method by which a sale of the Pledged Collateral may be effected during the existence of an Event of Default, the Pledgor agrees the Lender may, from time to time, attempt to sell all or any part of the Pledged Collateral by means of a private placement restricting the bidders and prospective purchasers to those who are qualified and will represent and agree that they are purchasing for investment only and not for distribution. In so doing, the Lender may solicit offers to buy the Pledged Collateral, or any part of it, from a limited number of investors deemed by the Lender, in its reasonable judgment, to be financially responsible parties who might be interested in purchasing the Pledged Collateral. If the Lender solicits such offers, then the acceptance by the Lender of the highest offer obtained therefrom shall be deemed to be a commercially reasonable method of disposing of such Pledged Collateral.

14. Term. This Agreement shall remain in full force and effect until all of the Liabilities shall have been indefeasibly paid and satisfied in full in cash and all of the obligations of the Borrower under the Notes and the other documents related to the Notes shall have been terminated.

15. The Lender's Exercise of Rights and Remedies at Such Time as an Event of Default Exists. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that the Lender may exercise any of the rights and remedies provided in this Agreement or the other documents related to the Loan or at law or in equity at any time that an Event of Default exists.

16. Definitions. The singular shall include the plural and vice versa and any gender shall include any other gender as the context may require.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Pledgor, the Lender and their respective successors, heirs and assigns.

18. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri applicable to contracts made and to be performed within such State, without giving effect to its conflicts of laws principles or rules. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be

held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Further Assurances. The Pledgor agrees that he will cooperate with the Lender and will execute and deliver, or cause to be executed and delivered, all such other stock powers, proxies, instruments, documents and resignations of officers and partners, and will take all such other actions, including, without limitation, the filing of financing statements, as the Lender may reasonably request from time to time in order to carry out the provisions and purposes hereof.

20. The Lender Appointed Attorney-in-Fact. The Pledgor hereby appoints the Lender as the attorney-in-fact for the Pledgor, with full authority in the place and stead of the Pledgor and in the name of the Pledgor, from time to time in the Lender's discretion following the occurrence and during the continuance of an Event of Default to take any action and to execute any instrument which the Lender may deem necessary to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Pledgor representing any distribution, interest payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same. This power of attorney created under this Section 20 being coupled with an interest, shall be irrevocable for the term of this Agreement.

21. Lender's Duty. The Lender shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law including, without limitation, acts, omissions, errors or mistakes with respect to the Pledged Collateral, except for those arising out of or in connection with the Lender's negligence or willful misconduct. Without limiting the generality of the foregoing, the Lender shall be under no obligation to take any steps necessary to preserve rights in the Pledged Collateral against any other parties but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor, and shall be added to the Liabilities secured hereby.

22. Notices. Any notice, request, demand, statement or consent made hereunder shall be in writing and shall be deemed duly given if personally delivered, sent by certified mail, return receipt requested, or sent by a nationally recognized commercial overnight delivery service with provisions for receipt, postage or delivery charges prepaid, and shall be deemed given when postmarked or placed in the possession of such mail or delivery service and addressed to the addressees set forth in the Preamble hereof.

23. CONSENT TO JURISDICTION AND SERVICE OF PROCESS. WITHOUT LIMITING THE RIGHT OF THE LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST THE PLEDGOR OR AGAINST THE PLEDGED COLLATERAL ARISING OUT OF OR RELATING TO THEIR OBLIGATIONS UNDER THIS AGREEMENT (AN "ACTION") IN THE COURTS OF OTHER JURISDICTIONS, PLEDGOR HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY MISSOURI STATE OR FEDERAL COURT HAVING ITS SITUS IN ST. LOUIS CITY OR COUNTY, MISSOURI, AND THE PLEDGOR HEREBY IRREVOCABLY AGREE THAT ANY ACTION MAY BE HEARD AND DETERMINED IN SUCH MISSOURI STATE OR

FEDERAL COURT. THE PLEDGOR HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION IN ANY JURISDICTION.

24. WAIVER OF JURY TRIAL. PLEDGOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT, THE PLEDGED COLLATERAL, OR THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, OR ANY OTHER CLAIM OR DISPUTE, HOWSOEVER ARISING, BETWEEN PLEDGOR ON THE ONE HAND, AND LENDER ON THE OTHER HAND.

25. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

26. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor and the Lender have executed this Pledge Agreement as of the day and year first above written.

PLEDGOR:

LAS VEGAS LAND PARTNERS, LLC, a Delaware limited liability company



By: _____
David J. Mitchell, Authorized Member

LENDER:

HEARTLAND BANK, a federal savings bank

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Pledgor and the Lender have executed this Pledge Agreement as of the day and year first above written.

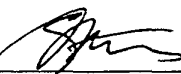
PLEDGOR:

LAS VEGAS LAND PARTNERS, LLC, a Delaware limited liability company

By: _____
David J. Mitchell, Authorized Member

LENDER:

HEARTLAND BANK, a federal savings bank

By:  _____
Name: Sonnie C. Lott
Title: Senior Vice President

ACKNOWLEDGMENT


Receipt of a copy of the foregoing Pledge Agreement (the "Agreement") is hereby acknowledged by each of the undersigned, constituting the "Companies" as defined in such Agreement. Each of the undersigned hereby consents to the Agreement, agrees to make payment to Lender of all distributions as provided for in the Agreement, and acknowledges that the security interests of Lender in the Pledged Collateral (as defined in the Agreement) have been duly noted in the books and records of such Company.

Further, the undersigned and, by the foregoing execution by the Pledgor, the Pledgor agrees and acknowledges that: (i) the collateral pledge of the partnership interests evidenced by the Agreement is approved pursuant to the terms of the Operating Agreement of each such company (each such agreement, an "Operating Agreement"); and (ii) in the event of a foreclosure or transfer in lieu of foreclosure pursuant to the terms of the Agreement, the Lender or the assignee of Lender are approved and will be recognized as substitute members pursuant to the terms of such Operating Agreement.

Dated: December 20, 2006

LEAH PROPERTY, LLC
a Delaware limited liability company

By: Las Vegas Land Partners, LLC,
a Delaware limited liability company,
its sole Member

By: 
David J. Mitchell, Authorized Member

SCHEDULE A

Ownership Interests

Company

**Pledgor's
Ownership Interest**

Leah Property, LLC

100%

20070502-0004490

Fee: \$17.00 RPT: \$127,500.00
N/C Fee: \$0.00

05/02/2007 14:50:00
T20070075599

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway ADF
Clark County Recorder Pgs: 5

A.P.N.: 162-03-115-001 and 162-03-115-002
File No: NCS-281272-HHLV (ak)
R.P.T.T.: \$127,500.00 C

When Recorded Mail To: Mail Tax Statements To:
305 Las Vegas, LLC
421 Hudson Street
New York, NY 10014

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LiveWork, LLC, a Delaware limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

305 Las Vegas, LLC, a Delaware Limited Liability Company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

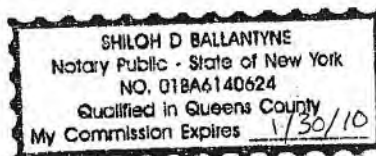
TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 03/14/2007

STATE OF New York)
 : ss.
COUNTY OF Queens)

This instrument was acknowledged before me on March 15, 2007 by David Mitchell, Managing Mgr. of Las Vegas Land Partners, LLC, a Delaware limited liability company, Managing Member of LiveWork Manager, LLC, a Delaware limited liability company, Managing Member of LiveWork, LLC, a Delaware limited liability company.

Shilo D Ballantyne
Notary Public
(My commission expires: 1/30/10)



STATE OF New York)
 : ss.
COUNTY OF Queens)

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **March 14, 2007** under Escrow No. **NCS-281272-HHLV**.

EXHIBIT 'A'

File No.: **NCS-281272-HHLV (ak)**

Parcel 1:

Lot One (1) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

Parcel 2:

Lot Two (2) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 162-03-115-001 & 162-03-115-002

b) _____

c) _____

d) _____

2. Type of Property

a) ☐ Vacant Land

b) ☐ Single Fam. Res.

c) ☐ Condo/Twnhse

d) ☐ 2-4 Plex

e) ☐ Apt. Bldg.

f) ☒ Comm'l/Ind'l

g) ☐ Agricultural

h) ☐ Mobile Home

i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording _____

Notes: _____

3. Total Value/Sales Price of Property:

\$ 25,000,000.00

Deed in Lieu of Foreclosure Only (value of property)

(\$ _____)

Transfer Tax Value:

\$ 25,000,000.00

Real Property Transfer Tax Due

\$ 127,500.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 375.090, Section:

N/A

b. Explain reason for exemption:

N/A

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: _____

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: LiveWork, LLC

Address: 41 East 60th St.

City: New York

State: NY Zip: 10022

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: 305 Las Vegas, LLC

Address: 421 Hudson St.

City: New York

State: NY Zip: 10014

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance

Company National Commercial

Print Name: Services

File Number: NCS-281272-HHLV ak/ME

Address: 3960 Howard Hughes Parkway, S-380

City: Las Vegas

State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

THIS LEASE AGREEMENT (this "Lease") made as of the 2nd day of May, 2007 between 305 Las Vegas LLC, a Delaware limited liability company with offices c/o Orb Management, Ltd. 421 Hudson Street, New York, New York 10014 (hereinafter called "Lessor") and Charleston Casino Partners, LLC, a Delaware limited liability company with an office at c/o Mitchell Holdings, 41 East 60th Street, New York, New York 10022 (hereinafter called "Lessee").

WITNESSETH:

ARTICLE 1. Demised Property: Term: Leasehold Improvements.

1.01. Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the Lessee, its successors and assigns, to be paid, kept and performed, has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto Lessee, and Lessee does hereby take and hire, upon and subject to the covenants, agreements, provisions, limitations and conditions hereinafter expressed, all the land, together with the improvements and buildings presently existing or to be constructed thereon and the easements and appurtenances pertaining thereto located at 320 East Charleston Boulevard and 300 East Charleston Boulevard, Las Vegas, Nevada and as described in Exhibit A attached hereto (collectively, the "Property"), to be used pursuant to all the laws, rules and regulations of the State of Nevada pertaining thereto as to which Lessor, Lessee and the Property may be bound.

1.02. Lessee shall enjoy the tenancy of the Property subject to the provisions hereof, for a term commencing (the "Commencement Date") on May 2, 2007 and ending (the "Expiration Date") at 11:59 p.m. on the day which is the day preceding the forty-ninth (49th) anniversary of the Commencement Date. Simultaneously with the execution and delivery of this Lease, Lessor and Lessee shall enter into an agreement in recordable form and otherwise in form and substance reasonably satisfactory to Lessor and Lessee setting forth the Commencement Date and the Expiration Date. However, the failure of the parties to do so shall not affect the validity of the Commencement Date and the Expiration Date, as so determined.

1.03. Lessee represents and warrants to Lessor that (i) as of the Commencement Date, Lessee has examined, inspected, and investigated to the full satisfaction of Lessee, the physical nature and condition of the Property, (ii) neither Lessor nor any agent, officer, partner, joint venturer, employee, or representative of Lessor has made any representation whatsoever regarding the subject matter of this Lease or any part thereof, including (without limiting the generality of the foregoing) representations as to the applicable zoning, the physical nature or condition of the Property (including, without limitation, any latent defect) or operating expenses or carrying charges affecting the Property, or the existence or non-existence of asbestos, hazardous substance or waste, and (iii) Lessee, in executing, delivering and performing this Lease, does not rely upon any statement, information, or representation to whomsoever made or given, whether to Lessee or others, and whether directly or indirectly, verbally or in writing, made by any person, firm or corporation. Without limiting the foregoing, but in addition thereto,

{531130;3}

Lessee agrees to accept the Property in its "as is" condition on the Commencement Date (including, without limitation, all existing violations of law, if any, whether or not of record, the presence of asbestos, hazardous substances or waste (including, without limitation, Hazardous Materials, as hereinafter defined), if any, and the absence of a certificate of occupancy, if such is the case) subject to the existing state of title without express or implied warranty of Lessor with respect to the condition, quality, repair or fitness of the Property for a particular use or title thereto, all such warranties being hereby waived and renounced by Lessee. No easement for light, air or view is included with or appurtenant to the Property. Any diminution or shutting off of light, air or view by any structure which may hereafter be erected (whether or not constructed by Lessor) shall in no way affect this Lease or impose any liability on Lessor.

ARTICLE 2. Use of Property.

2.01. Lessee will not use or occupy or allow the Property or any part thereof to be used or occupied for any illegal, unlawful, disreputable or hazardous purpose or use or in violation of any certificate of occupancy or certificate of compliance or certificate of need covering or affecting the use of the Property or any part thereof or in any manner which would cause structural injury to the Property, or any part thereof, or cause the value or usefulness of the property, or any part thereof to materially diminish and Lessee will not suffer any act to be done or any condition to exist on the Property, or any part thereof, or any action to be brought thereon, which may be dangerous, or which may constitute a nuisance, public or private, or waste. Lessee shall not use, suffer or permit the Property, or any part thereof, to be used by Lessee, any third party or the public, as such, without restriction or in such manner as might impair Lessor's title to the Property, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third parties, or of implied dedication of the Property, or any part thereof. Nothing contained in this Lease and no action by Lessor shall be construed to mean that Lessor has granted to Lessee any authority to do any act or make any agreement that may create any such third party or public right, title, interest, lien, charge or other encumbrance upon the estate of the Lessor in the Property.

ARTICLE 3. Rent.

3.01. Lessee covenants and agrees to pay to Lessor, in lawful money of the United States, at the address specified above or such other place as Lessor shall designate by written notice to Lessee, during the aforesaid term, a fixed rent at the rates as set forth in Schedule 1 hereto. Such fixed rent (hereinafter sometimes called the "Net Rent") shall be paid in equal monthly installments each in advance on the first day of each and every calendar month hereafter during the term of this Lease.

3.02. It is the intention of Lessor and Lessee that the Net Rent payable by Lessee to Lessor during the entire term of this Lease shall be absolutely net of all costs and expenses incurred in connection with or relating to the Property, including, without limitation, in connection with or relating to the management, operation, maintenance and repair of the Property in accordance with this Lease. Lessor shall have no obligations or liabilities whatsoever in connection with or relating to the Property or the management,

operation, maintenance or repair of the Property during the term of this Lease, and Lessee shall be responsible for all obligations of every kind and nature whatsoever in connection with or relating to the Property or any part thereof, including, without limitation, the management, operation, maintenance and repair of the Property in accordance with this Lease and Lessee shall pay all costs and expenses incurred in connection therewith before such costs or expenses become delinquent.

3.03. The Net Rent shall be paid to Lessor promptly when due without notice or demand therefor, and without any abatement, deduction, set-off, counterclaim, suspension or defense for any reason whatsoever, except as otherwise provided in this Lease.

3.04. Lessee will also pay to Lessor promptly when due, in lawful money of the United States at the address specified above or such other place as Lessor shall designate by written notice to Lessee, without notice or demand therefor and without any abatement, deduction, set-off, counterclaim, suspension or defense for any reason whatsoever, except as otherwise provided in this Lease, as additional rent (the "Additional Rent"), all sums, Impositions (as defined in Article 4 hereof), costs, expenses and other payments which Lessee in any of the provisions of this Lease assumes or agrees to pay or which shall become due and payable from Lessee to Lessor under this Lease (other than Net Rent), and, in the event of any non-payment thereof, Lessor shall have (in addition to all other rights and remedies which Lessor may have hereunder) all the rights and remedies provided for herein or by law or equity in the case of non-payment of the Net Rent.

3.05. All amounts of money payable by Lessee to Lessor hereunder, if not paid when due, shall bear interest (as hereinafter defined) from the due date until paid.

3.06. If the Commencement Date and/or Expiration Date occur on a day other than the first day of a calendar month, the Net Rent for such partial calendar month shall be prorated as applicable. Any apportionments or prorations of Net Rent or Additional Rent to be made under this Lease shall be computed on the basis of a 365-day year.

3.07. No payment by Lessee or receipt or acceptance by Lessor of a lesser amount than the correct Net Rent or Additional Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance or pursue any other remedy in this Lease or at law or equity provided.

3.08. Lessee shall pay Net Rent and Additional Rent as above and as herein provided, by good and sufficient check drawn on a bank reasonably satisfactory to Lessor or by wire transfer or any other means reasonably satisfactory to Lessor.

ARTICLE 4. Payment of Taxes, Assessments, Etc.

4.01. Except as hereinafter provided in Section 4.02 of this Article 4 or unless Lessee is then making deposits therefor pursuant to Section 4.03 of this Article 4, Lessee covenants and agrees to pay, not later than fifteen (15) days before the first day on which any interest or penalty will accrue or be assessed for the non-payment thereof, all of the following items applicable to or affecting the Property or any part thereof accruing or payable from and after the Commencement Date and during the term of this Lease or applicable thereto: (i) all real estate taxes and assessments (including, without limitation, assessments for special business improvement or assessment districts), (ii) personal property taxes, (iii) occupancy and rent taxes, (iv) water and sewer rents, rates and charges, and vault taxes, (v) county real estate taxes and charges, (vi) charges for public utilities, (vii) license and permit fees, (viii) any taxes, assessments or governmental levies, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or during or applicable to the term of this Lease or any part thereof may be assessed, levied, confirmed, imposed upon, or grow or accrue or become due and payable out of, or charged with respect to, or become a lien on, the Property or any part thereof, or the sidewalks or streets in front of or adjoining the Property, or any vault, passageway or space in, over or under such sidewalk or street, or any other appurtenances to the Property, or any personal property, equipment or other facility used in the operation thereof, or the rent or income received therefrom, or any use or occupation of the Property, or the Net Rent and Additional Rent payable hereunder, or any document to which Lessee is a party creating or transferring an interest or estate in the Property, and (ix) any fines or penalties or similar governmental charges applicable with respect to any of the foregoing, together with interest and costs thereon (all such items aforesaid being hereinafter collectively referred to as "Impositions", and any of the same being hereinafter individually referred to as an "Imposition"); provided, however, that:

(a) if, by law, any Imposition which is an assessment not related to general real estate taxes may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Lessee may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments plus interest as may become due during the term of this Lease, provided that all such payments shall be made before any fine, penalty, further interest or other charge for non-payment of any installment may be added thereto and provided further that all such installments for any such Imposition imposed or becoming a lien during the term of this Lease shall be paid in full on or before the Expiration Date subject to apportionment as provided in subsection (b) below, and

(b) any Imposition (including, without limitation, those Impositions which have been converted into installment payments by Lessee as referred to in subsection (a) of this Section 4.01), relating to a fiscal period of the taxing authority, a part of which period is included within the term of this Lease and a part of which is included in a period of time before the commencement or after the expiration of the term of this Lease, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Property, or shall become

payable, during the term of this Lease) be equitably adjusted between Lessor and Lessee as of the commencement and expiration of the term of this Lease, as the case may be, so that Lessor shall pay that portion of such Imposition which that part of such fiscal period included in the period of time after the expiration and prior to the commencement of the term of this Lease bears to such fiscal period, and Lessee shall pay the remainder thereof.

Lessee shall exhibit to Lessor paid receipts, if available, or other evidence of payment satisfactory to Lessor for all of the above items in this Section 4.01 within ten (10) days after written request by Lessor.

4.02. Nothing herein contained shall require Lessee to pay municipal, state or federal income, excess profits, capital levy, estate, succession, inheritance, transfer or gift taxes of Lessor, any corporate franchise tax imposed upon Lessor or any tax imposed because of the nature of the business entity of Lessor; provided, however, that if at any time during the term of this Lease, the method of taxation prevailing at the Commencement Date shall be altered so that any new tax, assessment, levy (including, but not limited to, any municipal, state or federal levy), imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Property or any part thereof and shall be imposed upon Lessor, then all such new taxes, assessments, levies, impositions or charges, or the part thereof, shall be deemed to be included within the term "Impositions" to the extent that such Impositions would be payable if the Property were the only property of Lessor subject to such Impositions, and Lessee shall pay and discharge the same as herein provided in respect of the payment of Impositions.

4.03. (i) In order to insure the payment of all Impositions, Lessee agrees, at Lessor's request, to deposit with any fee mortgagee requiring payment of Impositions to it in escrow or, if requested by Lessor, with Lessor, on the first day of each and every month during the term of this Lease, one-twelfth (1/12) of all Impositions for the ensuing 12 month period as reasonably estimated by Lessor based on current bills for same (or, if unavailable, based on the previous year's bills). Lessee shall deposit, at least fifteen (15) days prior to the first date on which any interest or penalty will accrue or be assessed for the nonpayment of any Imposition ("Due Date"), such additional amounts as may be necessary so that there shall be sufficient funds in such deposit account to pay each such Imposition at least fifteen (15) days in advance of the Due Date thereof.

(ii) If at any time the amount of any Imposition is increased or Lessor or such fee mortgagee receives notice indicating that such Imposition will be increased, and if the monthly deposits then being made by Lessee for this purpose would not make up a fund sufficient to pay such Imposition fifteen (15) days prior to the Due Date, said monthly deposits shall thereupon be increased and Lessee shall deposit immediately with Lessor (or with any such fee mortgagee, as the case may be) sufficient moneys so that the moneys then on hand for the payment of said Imposition plus the increased one-twelfth (1/12) payments shall be sufficient to pay such Imposition at least fifteen (15) days before the Due Date of such Imposition.

(iii) For the purpose of determining whether Lessor (or any such fee mortgagee, as the case may be) has on hand sufficient moneys to pay any particular

Imposition at least fifteen (15) days prior to the Due Date therefor, deposits for each category of Imposition shall be treated separately, it being the intention of the parties hereto that moneys deposited for the payment of an item not yet due and payable shall not be used for the payment of an item that is due and payable. Notwithstanding the foregoing, if Lessee fails to make any deposit required hereunder, Lessor (or such fee mortgagee) may use deposits for one item for the payment of another item then due and payable.

(iv) Upon the Expiration Date or sooner termination of this Lease, all such deposits then held shall be applied on account of any and all sums due to Lessor under this Lease and Lessee shall forthwith pay the resulting deficiency. The excess, if any, shall be promptly returned to Lessee by Lessor. Lessee shall not be entitled to any interest on such funds so deposited with Lessor or any fee mortgagee.

4.04. If permitted by applicable law, and provided no Event of Default (hereinafter defined) is then in existence, Lessee shall have the right, at its own expense, to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition (which payment may be made under protest, at Lessee's option), unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Section 4.01 or 4.03 of this Article 4, Lessee may postpone or defer payment of such Imposition, if and only if:

(i) (a) neither the Property nor any part thereof would by reason of such postponement or deferment be, in the judgment of Lessor (exercised in good faith), in danger of being forfeited or lost; and (b) no criminal liability could be, in the judgment of Lessor (exercised in good faith), imposed on Lessor by reason of such postponement or deferment, and

(ii) Lessee shall have deposited with Lessor or the assessing body (a) the amount so contested and unpaid, together with all interest and penalties as reasonably estimated by Lessor in connection therewith and all charges as reasonably estimated by Lessor that may or might be assessed against or become a lien or charge on the Property or any part thereof in such proceedings, or (b) at Lessor's option, such other security (in the form of a surety company bond or otherwise) reasonably required by Lessor or the assessing body.

Upon the termination of any such proceedings, Lessee shall pay the amount of such Imposition or part thereof as finally determined as due in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and, upon such payment, Lessor shall, provided an Event of Default is not then in existence, return, without interest, any amount still on deposit with it with respect to such Imposition as aforesaid. If at any time during the continuance of such proceedings Lessor or the assessing body shall reasonably deem the amount deposited or the undertaking insufficient, Lessee shall, upon twenty (20) days' prior written notice, make an additional undertaking or deposit with Lessor or the assessing body as Lessor or the

assessing body reasonably may request, and upon failure of Lessee so to do, the amount theretofore deposited shall be applied by Lessor or the assessing body to the payment, removal and discharge of such Imposition and the interest and penalties in connection therewith and any costs, fees (including, without limitation, reasonable attorneys' fees and disbursements) or other liability accruing in any such proceedings, and the balance, if any, shall be promptly returned to Lessee or the deficiency, if any, shall be paid by Lessee immediately on demand of Lessor to the taxing authority to which such Imposition is payable. Nothing contained in this Section 4.04 or elsewhere in this Lease shall be deemed to limit Lessee's obligation to make the deposits provided for in Section 4.03 hereof.

Either Lessor or Lessee may, if it shall so desire, endeavor at any time or times to obtain a lowering of the assessed valuation upon the Property, or any part thereof, for the purpose of reducing taxes thereon, and in such event, the other party will cooperate in effecting such reduction.

4.05. Lessor shall not be required to join in any proceedings referred to in Section 4.04 of this Article 4 unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Lessor or any owner of the Property, in which event, Lessor shall join in such proceedings or permit the same to be brought in its name. Lessor shall not be subject to any liability for the payment of any costs or expenses in connection with any such proceedings, and Lessee will indemnify and save harmless Lessor from and against any such costs and expenses, including, but not limited to, reasonable attorneys' fees and disbursements, and from any liability resulting from such proceeding. Lessee shall be entitled to any refund with respect to any Imposition and penalties or interest thereon which have been paid by Lessee (whether directly or through escrowed funds), or which have been paid by Lessor but previously reimbursed in full to Lessor by Lessee.

4.06. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition, or of non-payment of such Imposition, shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

4.07. Unless escrowed as provided in Section 4.03, Lessor appoints Lessee the attorney-in-fact of Lessor for the purpose of making all payments to be made by Lessee pursuant to any of the provisions of this Lease to persons or entities other than Lessor. In case any person or entity to whom any sum is directly payable by Lessee under any of the provisions of this Article 4 shall refuse to accept payment of such sum from Lessee, Lessee shall thereupon give written notice of such fact to Lessor and shall pay such sum directly to Lessor at the address specified in Section 19.01 hereof, and Lessor shall promptly pay such sum to such person or entity.

4.08. Unless escrowed as provided in Section 4.03, Lessee shall make all payments of Impositions directly to the appropriate taxing authorities.

4.09. Notwithstanding anything to the contrary hereinabove set forth, in the event any fee mortgagee requires any Imposition to be escrowed, Lessee shall comply with such mortgagee's escrow requirements, and Lessor shall use its best efforts to cause such mortgagee to timely pay such Impositions out of such escrowed funds..

ARTICLE 5. Insurance.

5.01. At all times during the term of this Lease, Lessee, at its own cost and expense, shall carry and maintain insurance coverage set forth below in the name of Lessor, Lessee and the holder of any fee mortgage as their respective interests may appear.

(i) Property Insurance. (a) Insurance on the Property (including, without limitation, all improvements thereto hereafter made by Lessee) and all fixtures, equipment and personal property at the Property under an "All Risks of Physical Loss" policy (hereinafter referred to as "All Risks") including, without limitation, coverage for loss or damage by water, flood, subsidence and sprinkler damage and, when and to the extent obtainable from the United States government or any agency thereof at commercially reasonable rates, war risks; such insurance to be written with full replacement coverage (the "Replacement Value"), i.e., in an amount equal to the greater of (1) 100% of the full costs of replacement of the Property and such fixtures, equipment and personal property (less the cost of excavations, foundations and footings below the basement floor) or (2) an amount sufficient to prevent Lessee from becoming a co-insurer of any loss under the applicable policy. The insurance company's determination of the amount of coverage required in clause (1) above shall be binding and conclusive on Lessor and Lessee for purposes of the coverage required by clause (1). A stipulated value or agreed amount endorsement deleting the co-insurance provision of the policy shall be provided with such insurance. If not otherwise included within the "All Risks" coverage specified above, Lessee shall carry or cause to be carried, by endorsement to such "All Risks" policy, coverage against damage due to water and sprinkler leakage, flood and collapse and shall be written with limits of coverage reasonably required by Lessor.

(b) The Replacement Value shall include the cost of debris removal and the value of grading, paving, landscaping, architects, and development fees.

(ii) Liability Insurance. Comprehensive general liability insurance with respect to the Property and the operations related thereto, whether conducted on or off the Property, against liability for personal injury, including bodily injury and death, and property damage. Such comprehensive general liability insurance shall be on an occurrence basis and specifically shall include:

(a) Contractual Liability to cover Lessee's obligation to indemnify Lessor as required hereunder; and

(b) Water damage and sprinkler leakage legal liability.

All such insurance against liability for personal injury, including bodily injury and death, and property damage as specified above shall be written for a combined single limit of not less than [Ten] Million Dollars (\$[10],000,000) or such greater amount which is in accordance with Lessee's current liability policies or which Lessee is then maintaining for the Property. Such limit shall be subject to reasonable increase from time to time in accordance with the limits then being customarily carried on buildings of similar age and construction and similarly situated as the Property.

(iii) Boiler and Machinery Insurance. Boiler and Machinery insurance with limits as from time to time customary for like property of the same type of installation as the Property and appropriate in the light of the cost of repairing potential damage.

(iv) Miscellaneous Insurance. Such other insurance in such amounts as from time to time reasonably may be required by Lessor or any mortgagee of the fee of the Property.

Notwithstanding anything to the contrary contained in this Section 5.01, Lessee shall be deemed to have complied with the insurance requirements herein provided if Lessee complies with the requirements of the current mortgagee or the reasonable requirements of any future mortgagee.

5.02. Lessee further covenants and agrees, at its sole cost and expense, to take out and maintain at all times all necessary worker's compensation insurance covering all persons employed by Lessee in and about the Property.

In addition to the insurance carried by Lessee, during the course of any alteration or repair work undertaken by a contractor hired by or for Lessee, Lessee shall require such contractor to carry public liability insurance in limits of not less than the amounts herein specified for Lessee or such other amounts reasonably approved by Lessor.

5.03. All assurance provided for in this Article 5 shall be in such form and shall be issued by such responsible insurance companies licensed to do business in the State of Nevada as are reasonably approved by Lessor. Upon the execution of this Lease, and, thereafter, not less than thirty (30) days prior to the expiration dates of the expiring policies required pursuant to this Article 5, originals of the policies or renewal certificates, as the case may be, bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Lessor of such payment, shall be delivered by Lessee to Lessor.

5.04. All policies of insurance provided for in sections 5.01 and 5.02 of this Article 5 shall name any mortgagee of the fee of the Property, Lessor and Lessee as the insureds as their respective interests may appear.

Subject to and in accordance with the provisions of Article 6 hereof, such policies shall also be payable, if required by any fee mortgagee, to such fee mortgagee as the interest of any such mortgagee may appear.

5.05. Lessee shall not violate or permit to be violated any of the conditions, provisions or requirements of any insurance policy required by this Article 5, and Lessee shall perform, satisfy and comply with or cause to be performed, satisfied and complied with or cause to be performed, satisfied and complied with the conditions, provisions and requirements of the insurance policies and the companies writing such policies so that, at all times, companies reasonably acceptable to Lessor provide the insurance required by this Article 5.

5.06. Each policy of insurance required to be carried pursuant to the provisions of Article 5 shall contain (i) a provision that no act or omission of Lessor or Lessee shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement by the insurer that such policy shall not be cancelled, modified or denied renewal without at least thirty (30) days prior written notice to Lessor, (iii) an agreement that if cancellation is due to nonpayment of premiums, the insurer will so specify in the notice given in (ii) above and will reinstate the policy upon payment of the premiums by Lessor or a fee mortgagee and (iv) a waiver of subrogation by the insurer.

5.07. If by reason of changed economic conditions the insurance amounts referred to in this Lease become inadequate, upon Lessor's request, the limits shall be reasonably increased by Lessor from time to time to meet changed circumstances including but not limited to changes in purchasing power of the dollar and changes indicated by the course of plaintiffs' verdicts in personal injury actions in the State of Nevada.

ARTICLE 6. Damage or Destruction.

6.01. In case of damage to or destruction of the Property or any part thereof by fire or other casualty, Lessee will promptly give written notice thereof to Lessor and shall, in accordance with the provisions of this Article and all other provisions of this Lease, restore the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, subject to Lessee's right to make alterations in conformity with and subject to the conditions of Article 9 hereof, whether or not (i) such damage or destruction has been insured or was insurable, (ii) Lessee is entitled to receive any insurance proceeds, or (iii) insurance proceeds are sufficient to pay in full the cost of the restoration work in connection with such restoration. Such restoration shall be commenced promptly (but no later than sixty (60) days after the occurrence of such damage or destruction) and shall be prosecuted and completed expeditiously and with utmost diligence, Unavoidable Delays (hereinafter defined) excepted. Notwithstanding the foregoing, Lessee shall not be required to restore the Property in the event such casualty shall occur during the last year of the term of this

Lease. Lessor, its agents and mortgagees, may, from time to time, inspect the restoration without notice in the event of an emergency or, in other cases, upon reasonable advance notice to Lessee during normal business hours.

6.02. In the event of any damage or destruction of the Property or any part thereof by fire or other casualty, Lessee agrees to furnish to Lessor at least twenty (20) days before the commencement of the restoration of such damage or destruction, the following:

- (i) complete plans and specifications for such restoration prepared by a licensed and reputable architect reasonably satisfactory to Lessor (the "Architect"), which plans and specifications shall meet with the reasonable approval of Lessor, together with the approval thereof by all governmental authorities then exercising jurisdiction with regard to such work, and which plans and specifications shall be and become the sole and absolute property of Lessor in the event that, for any reason, this Lease shall be terminated.

- (ii) contracts then customary in the trade with (a) the Architect, and (b) with a reputable and responsible contractor reasonably approved by Lessor, providing for the completion of such restoration in accordance with said plans and specifications, which contracts shall meet with the reasonable approval of Lessor.

- (iii) assignments of the contracts with the Architect and the contractor so furnished, duly executed and acknowledged by Lessee, the Architect and the contractor by its terms to be effective upon any valid termination of this Lease or upon Lessor's re-entry upon the Property following an Event of Default by Lessee prior to the complete performance of such contract.

ARTICLE 7. Condemnation.

7.01. If less than substantially all of the Property is taken or condemned for a public or quasi-public use (a sale in lieu of condemnation to be deemed a taking or condemnation) and Lessee shall be able to occupy the Property as contemplated herein, this Lease shall remain in full force and effect and the Net Rent and Additional Rent shall continue to be due and payable with an equitable abatement based upon the portion of the Property so taken, and Lessee, at its cost and expense, shall proceed to restore, subject to Unavoidable Delays, the remaining portion of the Property to a complete architectural unit, whether or not the net condemnation award is sufficient to pay in full the cost of such restoration. Such restoration work shall be performed in the same manner and pursuant to the same conditions as set forth in Article 6 hereof with respect to restoration as a result of a fire or casualty. Lessee waives all claims against Lessor and against the condemning authority or party by reason of such partial taking and Lessee covenants and agrees that Lessee will make no claim by reason of the partial taking of the Property. Lessor shall be entitled to receive any and all awards paid by the condemning authority in connection with such partial taking, provided that such condemnation award received by

Lessor, less the reasonable costs incurred by Lessor in connection with the collection of such award and Lessor's review of the plans and specifications and contracts, shall be applied, subject to the provisions of any fee mortgage on the Property, to the cost of such restoration, subject to the same conditions to release set forth herein. Any balance of the award remaining after completion of such restoration and not used for such restoration, may be retained by Lessor.

7.02. If all or substantially all of the Property is taken or condemned for public or quasi-public use, then Lessee shall, not later than twenty (20) days after such occurrence, deliver to Lessor (i) notice of its desire to terminate this Lease on the next due date for the Net Rent payment (the "Termination Date") which occurs not less than thirty (30) days after the delivery of such notice, (ii) a certificate of an authorized representative of Lessee describing the event giving rise to such termination, and (iii) a certificate signed by Lessee to the effect that termination of this Lease with respect to the Property will not be in violation of any operating or similar agreement then in effect. Such notice to Lessor shall be accompanied by an irrevocable offer by Lessee to purchase on the Termination Date Lessor's interest in the Property and/or the condemnation award at a price equal to the Purchase Price (hereinafter defined). The costs associated with such conveyance, including, without limitation, transfer taxes and recording fees, shall be paid by Lessee. Lessor may reject such offer by notice given to Lessee not later than thirty (30) days after receipt of Lessee's notice (Lessee and Lessor agreeing that no such rejection shall be deemed effective unless and until any then existing fee mortgagee(s) shall have given its consent to such rejection). If Lessor shall reject such offer, then Lessor shall be entitled to receive the entire condemnation award(s) (with the exception of an award made for Lessee's moving expenses), and upon payment of all Net Rent and Additional Rent then due and unpaid and upon compliance by Lessee with all other obligations and liabilities of Lessee under this Lease, actual or contingent, which have arisen on or prior to such Termination Date, then in such event this Lease shall terminate. Unless Lessor shall have rejected such offer in accordance with this paragraph, Lessor shall be conclusively presumed to have accepted such offer, and, on the Termination Date, simultaneously with the termination of this Lease, shall convey to Lessee any remaining portion of the Property, along with the right to receive any condemnation award to which Lessor is entitled. For purposes of this Lease, the term "Purchase Price" shall mean the purchase price for the Property in an amount equal to the greater of (1) the amount set forth and described in Exhibit B annexed hereto and made a part hereof, and (2) the amount that would be required to pay off and satisfy in whole as of the Termination Date, the principal, interest and other sums outstanding under any then existing mortgage or mortgages on Lessor's fee interest in the Property.

ARTICLE 8. Repairs and Maintenance; Services.

8.01. Lessee shall, at its own cost and expense, keep and maintain all the Property in good condition and repair and make all necessary repairs and replacements to the Property, whether structural or non-structural, including, but not limited to, the pipes, water, sewage and septic system, heating system, plumbing system, window glass, fixtures, and all other appliances and their appurtenances and all equipment and personal

property used in connection with the Property so that the Property is in at least equivalent condition as when received by Lessee, reasonable wear and tear and casualty excepted. Such repairs and replacements, interior and exterior, structural and non-structural, shall be made promptly, as and when necessary so that the Property is in at least equivalent condition as when received by Lessee, reasonable wear and tear excepted. All repairs and replacements shall be in quality and class at least equal to the original work. On default of Lessee in making such repairs or replacements, Lessor may, but shall not be required to, make such repairs and replacements for Lessee's account, and the reasonable expense thereof together with Interest thereon shall constitute and be collectible as Additional Rent. Lessee shall maintain at its sole cost and expense all portions of the Property in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

8.02. Lessee will not do or suffer any waste or damage, disfigurement or injury to the Property or any part thereof, except as otherwise provided herein.

8.03. It is intended by Lessee and Lessor that Lessor shall have no obligation, in any manner whatsoever, to repair or maintain the Property (or any equipment therein), whether structural or nonstructural, all of which obligations are intended, as between Lessor and Lessee, to be those of Lessee. Lessee expressly waives the benefit of any statute now or in the future in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Property in good order, condition and repair.

8.04. Lessee shall, at Lessee's sole cost and expense, supply the Property with such electricity, heating, ventilating and air conditioning, water, natural gas, lighting, security service, janitor, scavenger and disposal services, and such other services as may be required. Lessor shall not be in default hereunder or be liable for any damage or loss directly or indirectly resulting from, nor shall the Net Rent or Additional Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, any failure to furnish or delay in finishing any such services, whether such failure or delay is caused by accident or any condition beyond the control of Lessor or Lessee or by the making of repairs or improvements to the Property or otherwise, or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any form of energy serving the Property, whether such results from mandatory governmental restriction or voluntary compliance with governmental guidelines or otherwise. Lessee shall pay the full cost of all of the foregoing services.

ARTICLE 9. Alterations and Improvements by Lessee.

9.01. Unless required by law or any governmental authority, or consistent with Lessee's alteration, tearing down or demolition for purposes of construction of other buildings and appurtenances, Lessee shall not make any alterations or improvements (except repairs and maintenance pursuant to Article 8) to the Property or any part thereof

without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. It is understood that Lessee intends such alteration, tearing down and/or demolition for new construction as its purpose in this Lease, and this provision is not intended to limit Lessee's achievement of that purpose. Where such alteration, tearing down or demolition is taking place, the provisions of this Section shall only pertain to any future structure erected by Lessee. Lessee need not seek the consent of Lessor to alterations or improvements aggregating Fifty Thousand Dollars (\$50,000) or less in value or cost (whichever is higher) to be commenced or performed in any Lease Year. In no event shall Lessee be permitted to install underground storage tanks or fuel systems on the Property. Lessor's refusal to consent to the installation of an underground tank or fuel system shall be conclusively presumed to be reasonable. Any such alterations or improvements in or to the Property requiring the approval of Lessor shall be subject, however, in all cases to the following:

(i) Any improvement or alteration shall be made with at least thirty (30) days' prior notice to the Lessor, unless a governmental authority requires otherwise or except in the case of an emergency, in which case, Lessee shall give Lessor as much notice as is practicable, accompanied by a copy of the proposed plans and specifications in detail reasonably sufficient for Lessor to review same, the identity of the contractor and any subcontractors, and a copy of all contracts with respect to the improvement or alteration, and shall be made promptly at the sole cost and expense of the Lessee and in a good and workmanlike manner and in compliance in all respects with all applicable laws, ordinances, codes, rules, regulations, permits and authorizations promulgated or issued by any governmental authority having jurisdiction thereof. Lessee shall reimburse Lessor immediately upon written demand for any reasonable costs and expenses incurred by Lessor in connection with Lessor's review of Lessee's proposed plans and specifications, or any revisions thereof. Upon Lessor's request, to be made not more frequently than once per calendar year, Lessee shall deliver to Lessor "as-built" plans and specifications for any work theretofore completed.

(ii) The Property shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Property.

(iii) Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to or for the Lessee. Furthermore, notice is hereby given to Lessee and Lessee's mechanics, laborers and materialmen with respect to the Property that no mechanic's, materialman's or laborer's lien shall attach to or affect the reversion or other interest of Lessor in or to the Property.

(iv) Workers' compensation and general liability insurance with respect to the alterations and improvements as required by Section 5.02 of Article 5 shall be maintained and/or provided.

ARTICLE 10. Discharge of Liens.

10.01. Lessee shall not create or permit to be created any lien, encumbrance or charge upon the Property or any part thereof or the income therefrom or this Lease or the leasehold estate created hereby, and Lessee shall not suffer any other matter or thing whereby the estate, rights and/or interest of Lessee and/or Lessor (or, any part thereof) in the Property or any part thereof might be encumbered by any such lien, encumbrance or charge.

10.02. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Property or any part thereof, Lessee, within twenty (20) days after written notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy Lessor may have hereunder or at law or equity, Lessor may, but shall not be obligated to, discharge the same and Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Lessor and all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by Lessor in connection with the discharge of the lien and/or the prosecution of such action, together with Interest thereon from the respective dates of Lessor's making of the payment or incurring of the cost and expense to the date Lessee reimburses Lessor for such amount shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor immediately on demand.

10.03. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Property or any part thereof.

ARTICLE 11. Compliance with Laws, Ordinances, Etc.

11.01. Throughout the term of this Lease, Lessee, at its sole cost and expense, will promptly comply in all respects with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers (including, without limitation, all environmental laws, ordinances, orders, rules, regulations and requirements), and all orders, rules and regulations of the National Board of Fire Underwriters, or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary, as well as extraordinary, which may be applicable to the Property or any part thereof and the sidewalks, alleyways, passageways, curbs and vaults adjoining the Property or to the use or manner of use of the Property or the owners, tenants or occupants thereof, whether or not such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or other work or interfere with the use and enjoyment of the Property.

11.02. Provided no Event of Default is then in existence, Lessee shall have the right, after prior written notice to Lessor, to contest by appropriate legal proceedings diligently conducted in , good faith, in the name of Lessee or Lessor or both, at Lessee's sole cost and expense and without cost or expense to Lessor, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in Section 11.01 of this Article 11 and defer compliance therewith during the pendency of such contest, subject to the following:

(a) If compliance therewith, pending the prosecution of any such proceeding, may legally be delayed without the incurrence of any lien, charge or liability of any kind against the Property or any part thereof and without subjecting Lessor to any liability, civil or criminal, or fine or forfeiture, for failure so to comply therewith during such period, then Lessee may delay compliance therewith until the final determination of such proceeding.

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Lessee, nevertheless, may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Lessor to criminal liability, fine or forfeiture, or the Property to a lien, and Lessee, prior to instituting any such proceedings, furnishes to Lessor a letter of credit or bond or undertaking by a surety company or cash deposit or other security reasonably satisfactory to Lessor (such choice of security to be at Lessor's sole option), securing compliance with the contested law, ordinance, order, rule, regulation or requirement and payment of all interest, penalties, fines, fees and expenses in connection therewith.

(c) Any such proceeding instituted by Lessee shall be begun as soon as is reasonably possible after the passage or issuance of any such law, ordinance, order, rule, regulation or requirement and the application thereof to Lessee or to the Property and shall be prosecuted to final adjudication with dispatch and due diligence.

(d) Notwithstanding anything to the contrary herein, Lessee shall promptly comply with any such law, ordinance, order, rule, regulation or requirement being contested and compliance shall not be deferred if at any time the Property, or any part thereof, shall be in danger of being forfeited or lost or if Lessor shall be in danger of being subjected to criminal liability or penalty by reason of noncompliance therewith.

(e) Lessee agrees to indemnify and hold Lessor, the joint venturers of Lessor and Lessor's employees, agents and representatives harmless from and against any and all claims, causes of action, judgments, damages, fines, forfeitures, costs, and expenses, including, but not limited to, reasonable attorneys' fees and disbursements, arising out of or in connection with Lessee's failure to comply with and/or contesting any such law, ordinance, order, rule, regulation or requirement pursuant to the provisions of this Section 11.02.

Lessor will execute and deliver any appropriate papers which may be reasonably necessary or proper to permit Lessee to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

ARTICLE 12. Lessor's Right to Perform Lessee's Covenants.

12.01. If, after any applicable grace and/or notice period but without notice or grace in the case of an emergency, Lessee shall at any time fail to pay any Imposition in accordance with the provisions of Article 4 hereof or to take out, pay for, maintain or deliver any of the insurance policies provided for in Article 5 or Article 9 hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed under this Lease, or shall default in the performance of any of its obligations under this Lease (hereinafter referred to as "Breaches"), then Lessor, or any fee mortgagee, without thereby waiving such Breach or releasing Lessee from any obligation contained in this Lease, may (but shall not be obligated to), perform the same for the account of and with the reasonable expense thereof to be paid by Lessee, and may (but shall be under no obligation to) enter upon the Property for any such purpose and take all such action thereon, as may be necessary therefor.

12.02. All sums so paid by Lessor or any fee mortgagee pursuant to Section 12.01 above and all costs and expenses, including, without limitation, all reasonable legal fees and disbursements incurred by Lessor or any fee mortgagee in connection with the performance of any such act pursuant to Section 12.01 above, together with Interest thereon from the respective dates of Lessor's or such fee mortgagee's making of each such payment or incurring of each such cost and expense to the date paid by Lessee to Lessor or such fee mortgagee shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor or such fee mortgagee immediately on written demand.

ARTICLE 13. Entry On Property By Lessor.

13.01. Lessee will permit Lessor and its authorized representatives to enter the Property at all reasonable times and hours upon prior reasonable notice to Lessee for the purpose of (i) inspecting the same, and (ii) making any necessary repairs thereto and performing any work therein that Lessor may be entitled to make or perform, respectively, pursuant to the provisions of Section 12.01 hereof. Nothing herein shall imply any duty upon the part of Lessor to do any such work, and performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same.

ARTICLE 14. Indemnification Of Lessor.

14.01. Lessee will indemnify and save harmless Lessor and any joint venturer of Lessor against and from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, judgments and causes of action including, without limitation, architects' and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against Lessor and/or any such joint venturer by reason of any of the following occurring during the term of this Lease:

(i) any work or thing done in, on or about the Property or any part thereof;

(ii) any use, non-use, possession, occupation, restoration, alteration, repair, condition (including, without limitation, any environmental condition), operation, maintenance or management of the Property or any part thereof or any street, alley, sidewalk, curb, vault, passageway or space adjacent thereto;

(iii) any negligence on the part of Lessee or any of its agents, contractors, servants, employees, sublessees, licensees or invitees;

(iv) any accident, injury (including, without limitation, death) or damage to any person or entity or property occurring in, on or about the Property or any part thereof or any street, alley, sidewalk, curb, vault, passageway, or space adjacent thereto;

(v) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with;

(vi) any liability which may be asserted against Lessor or any lien or claim which may be alleged to have arisen against or on the Property, under any law, ordinance, order, rule, regulation or requirement of any governmental authority including, without limitation, environmental laws, ordinances, orders, rules, regulations or requirements;

(vii) any failure on the part of Lessee to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in any occupancy agreements, concession agreements or other contracts and agreements affecting the Property, on Lessee's part to be kept, observed or performed;

(viii) any tax or fee attributable to the execution or recording of this Lease or any memorandum thereof charged by any governmental authority; or

(ix) any contest permitted pursuant to the provisions of any Article of this Lease.

The obligations of Lessee under this Article 14 shall not in any way be affected by the absence or presence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Property.

In case any claim, action or proceeding is made or brought against Lessor by reason of any of the foregoing events to which reference is made in this Section 14.01, then Lessee, upon written notice from Lessor will, at Lessee's sole cost and expense, resist or defend such claim, action or proceeding, in Lessor's name, if necessary, by

counsel approved, in writing, by Lessor, such approval not to be unreasonably withheld. Notwithstanding the foregoing, Lessor may engage its own counsel, at Lessor's expense, to defend it or to assist in its defense.

14.02. The provisions of Section 14.01 shall survive the termination or expiration of this Lease.

ARTICLE 15. Assignments, Subletting, Mortgages.

15.01. Lessee may, without Lessor's consent, assign all or any part of this Lease or suffer or permit the Property or any part thereof to be used by others or sublet all or any part of the Property, so long as Lessee remains liable for all of its obligations hereunder and Lessor restates its liability for all of its obligations hereunder.

15.02 Lessee may, without Lessor's consent execute and deliver one or more leasehold deeds of trusts and/or mortgages encumbering Lessee's interest in this Lease (collectively, "Lessee's Leasehold Deed of Trust") as security for one or more loans from any one or more lenders providing financing to Lessee (collectively, a "Leasehold Mortgagee") provided that any Leasehold Deed of Trust provides for the following:

(i) Lessor shall be entitled to written notice of any default by Lessee under any Lessee's Leasehold Deed of Trust, and Lessor shall be permitted to cure any such defaults prior to the Leasehold Mortgagee exercising any remedies it may have under Lessee's Leasehold Deed of Trust;

(ii) In no way shall any Lessee's Leasehold Deed of Trust extend to, affect, or be a lien or encumbrance upon, the estate and interest of Lessor in the Property, in this Lease or any part thereof, and each Lessee's Leasehold Deed of Trust shall expressly provide that at all times it shall be subject and subordinate to this Lease;

(iii) Any Lessee's Leasehold Deed of Trust may contain customary reasonable restrictions on the termination and modification of this Lease and on the merger of the fee and leasehold interest in the Property, in each case without the prior written consent of the Leasehold Mortgagee;

(iv) Any Leasehold Mortgagee shall have the right to require that in the event the Lessor shall serve on Lessee any notice of default under this Lease, then Lessor shall (a) simultaneously serve a copy of such default notice upon such Leasehold Mortgagee, (b) Lessor shall permit such Leasehold Mortgagee to remedy any default by Lessee and (c) Lessor shall grant to Leasehold Mortgagee such additional periods of time as reasonably requested by such Leasehold Mortgagee to prosecute such remedy before Lessor exercises any remedies available to it under this Lease; and

(v) If this Lease is terminated as the result of any default by Lessee, then such Leasehold Mortgagee shall have the right to cause Lessor to enter into a new lease of the Property with the Leasehold Mortgagee or its designee for the

remained of the term of this Lease, which new lease shall contain substantially the same terms and conditions contained in this Lease.

ARTICLE 16. Surrender.

16.01. Lessee shall on the last day of the term hereof, or upon any earlier termination of this Lease, or upon any re-entry by Lessor upon the Property pursuant to Article 17 hereof, surrender and deliver up the Property and all fixtures, equipment and other personal property now or hereafter at the Property into the possession and use of Lessor free and clear of any liens created by Lessee or resulting from the acts or omissions of Lessee. Lessee shall at no time during the term of this Lease remove any fixtures, equipment or other personal property from the Property (except personal property and moveable equipment owned by Lessee) except that (i) Lessee may remove from the Property any equipment or other personal property which is obsolete or unfit for use or which is no longer useful in the operation of the Property so long as such equipment and/or other personal property are immediately replaced with equipment and/or other personal property, as the case may be, which are current, fit for use and useful in the operation of the Property and Lessee complies with any applicable provisions of the Lease with respect thereto (i.e., requirements in connection with alterations) and (ii) Lessee may perform any demolition and tearing down for new construction at the Property in accordance with Section 9.01 hereof. Nothing in this Article 16 shall in any way be deemed to affect any of Lessee's obligations as to the use of the Property set forth in Article 2 of this Lease.

16.02. If the Property is not surrendered as above set forth, Lessee shall indemnify, defend and hold Lessor harmless from and against loss or liability resulting from the delay by Lessee in so surrendering the Property, including, without limitation, any claim made by any succeeding occupant founded on such delay. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. In addition to the foregoing, and in addition to the Additional Rent, Lessee shall pay to Lessor a sum equal to 150% of the Net Rent herein provided during each month or portion thereof for which Lessee shall remain in possession of the Property or any part thereof after the termination of the term or of Lessee's rights of possession, whether by lapse of time or otherwise. The provisions of this paragraph 16.02 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Lessor provided herein, at law or at equity.

16.03. Except for surrender upon the expiration or earlier termination of the term hereof, no surrender to Lessor of this Lease or of the Property shall be valid or effective unless agreed to and accepted in writing by Lessor.

ARTICLE 17. Default Provisions.

17.01. Each of the following events shall be an "Event of Default" hereunder:

(i) Default by Lessee in paying any installment of Net Rent or Additional Rent or in making any deposit required pursuant to Article 4 after the 9th day of the month;

(ii) If Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under present or any future bankruptcy act or any other present or future applicable federal, state or other statute or law or other law, ordinance, order, rule, regulation or requirement of any governmental authority, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of Lessee's leasehold estate with respect to the Property;

(iii) If within sixty (60) days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law or other law, ordinance, order, rule, regulation or requirement of any governmental authority, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Lessee, of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of Lessee's leasehold estate with respect to the Property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated;

(iv) If a levy under execution or attachment shall be made against Lessee or its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days;

(v) If the Property becomes deserted or abandoned;

(vi) If the Property is used for other than the use permitted under this Lease;

(vii) If Lessee fails to take possession of the Property when possession is given to Lessee by Lessor; or

(viii) Default by Lessee in observing or performing one or more of the other terms, conditions, covenants or agreements of this Lease and the continuance of such default for a period of thirty (30) days after written notice by Lessor specifying such default (unless such default requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such thirty (30) day period, in which case no such Event of Default shall be deemed to exist so long as Lessee shall have commenced curing such default

within such thirty (30) day period and shall diligently and continuously prosecute the same to completion, provided, however, that in any event such an Event of Default shall be deemed to exist if such cure of such default has not been completed within sixty (60) days after Lessor's written notice to Lessee as described above).

17.02. If an Event of Default shall occur, Lessor, at any time thereafter, may at its option give written notice to Lessee stating that this Lease and the term of this Lease shall expire and terminate on the date specified in such notice, which date shall be not less than three (3) days from the date of such notice, and upon the expiration of such three (3) days, this Lease and the term of this Lease and all rights of the Lessee under this Lease shall expire and terminate as if that date were the date herein definitely fixed for the expiration of the term of this Lease, and Lessee shall quit and surrender the Property and all other property as required hereunder to Lessor but Lessee shall remain liable as hereinafter provided.

17.03. If any Event of Default shall occur, or if this Lease shall be terminated as provided in Section 17.02 hereof or by summary proceedings or otherwise, then, and in any of such events, Lessor may without notice, re-enter the Property either by force or otherwise, and dispossess Lessee and the legal representative of Lessee or other occupant of the Property by summary proceedings or otherwise, and remove their effects and hold the Property as if this Lease had not been made, and Lessee hereby waives the service of notice of intention to re-enter or to institute legal or other proceedings to that end. The terms "enter," "re-enter," "entry," or "re-entry," as used in this Lease, are not restricted to their technical legal meaning.

17.04. In the event of any termination of this Lease under the provisions of this Article or if Lessor shall re-enter the Property under the provisions herein, or in the event this Lease is otherwise terminated due to Lessee's default hereunder, or in the event of re-entry by or under any summary dispossess or other proceedings or action or any provision of law by reason of defaults hereunder on the part of the Lessee, Lessee shall thereupon pay to the Lessor the Net Rent and Additional Rent payable by Lessee to Lessor up to the time of such termination of this Lease, or of such recovery of possession of the Property by the Lessor, as the case may be, and shall also pay to Lessor damages as hereinafter provided.

17.05. In the event of a breach or a threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right of injunction. The special remedies to which Lessor may resort in this Article are cumulative and not intended to be exclusive of any other remedies or means of redress to which Lessor may lawfully be entitled at any time and Lessor may invoke any remedy allowed at law or in equity as if specific remedies were not provided for herein.

17.06. Subject to applicable law, if this Lease shall terminate under the provisions of Section 17.02, or if Lessor shall re-enter the Property under the provisions of Section 17.03 or in the event of the termination of this Lease, or re-entry, by or under any summary dispossess or other proceeding or action or any provision of law by reason

of default hereunder on the part of the Lessee, Lessor shall be entitled to retain all moneys, if any, paid by Lessee to Lessor, whether as advance rent, security or otherwise, but such monies shall be credited by Lessor against any Net Rent or Additional Rent due from Lessee at the time of such termination or re-entry or, at Lessor's option, against any damages payable by Lessee under this Article or pursuant to law or equity.

17.07. If this Lease is terminated or if Lessor shall re-enter the Property under the provisions of this Article, or in the event of the termination of this Lease, or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of the default hereunder on the part of the Lessee, Lessee shall pay to Lessor as damages, at the election of Lessor, sums equal to the Net Rent and the Additional Rent payable hereunder throughout the stated term of this Lease which would have been payable by Lessee had this Lease not so terminated, or had Lessor not so re-entered the Property, payable upon the due dates therefor specified herein following such termination or such re-entry.

17.08. (i) In the event Lessor terminates this Lease under this Article, Lessor shall credit Lessee with the net rents received by Lessor from any re-letting of the Property during what would have been the balance of Lessee's stated Lease term, such net rents to be determined by first deducting from the gross rents as and when received by Lessor from such re-letting, the expenses incurred or paid by Lessor in terminating this Lease or in re-entering the Property and in securing possession thereof (including, without limitation, reasonable attorneys' fees and disbursements and amounts for which Lessee indemnifies Lessor under Section 14.01(v) of this Lease incurred by Lessor in connection with the default by Lessee resulting in such termination), as well as the reasonable expenses of re-letting, including, without limitation, altering, repairing and preparing the Property for new tenants, brokers' commissions and other expenses sustained in securing any new tenants or other occupants, reasonable attorneys' fees and disbursements and all other expenses properly chargeable against the Property and the rental thereof (including, without limitation, the cost and expense of Lessor in maintaining and operating the Property), and any other liability of Lessee to Lessor, it being understood that any such re-letting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Lessee be entitled to receive any excess of such net rents over the sums payable by any new lessee to Lessor hereunder, or shall Lessee be entitled in any suit for the collection of damages pursuant to this Section to a credit in respect of any net rents from a re-letting, except to the extent that such net rents are actually received by Lessor. No re-entry by Lessor, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Lessee from liability hereunder. Lessor in no way shall be responsible or liable for any failure to re-let the Property or any part thereof, or for any failure to collect any rent due on any such re-letting.

(ii) If the Property or any part thereof be re-let by Lessor for the unexpired portion of the term of this Lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved

upon such re-letting shall, prima facie, be the fair and reasonable rental value for the Property, or part thereof, so re-let during the term of the re-letting.

17.09. Suit or suits for the recovery of damages or deficiencies, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated hereunder, or under any provision of law, or had Lessor not re-entered the Property. Nothing herein contained shall be construed to limit or preclude recovery by Lessor against Lessee of any sums or damages to which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. Nothing herein contained shall be construed to limit or prejudice the right of Lessor to obtain as damages by reason of the termination of this Lease or re-entry of the Property for an Event of Default of Lessee under this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater, equal to, or less than any of the sums referred to in Section 17.07.

17.10. The failure of Lessor to insist upon enforcement of such obligations of strict performance with the terms of this Lease or payment of Net Rent or Additional Rent, shall not be deemed to be a waiver of those obligations.

17.11. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of the Property, by reason of the violation by Lessee of any of the covenants or conditions of this Lease or otherwise.

17.12. Lessee waives the right to trial by jury with respect to any action arising out of this Lease. Lessee further waives its rights to interpose any counterclaim or offset in any summary proceeding instituted by Lessor based upon non-payment of Net Rent or Additional Rent.

17.13. All Net Rent and Additional Rent payable by Lessee hereunder and each and every installment thereof, and all costs, reasonable attorneys' fees, disbursements and other expenses which may be incurred by Lessor in enforcing the provisions of this Lease or on account of any delinquency of Lessee in carrying out the provisions of this Lease, shall be and they hereby are declared to constitute a valid lien upon the Lessee's leasehold with respect to the Property to the extent permitted by law.

17.14. No receipt of moneys by Lessor from Lessee after termination of this Lease, or after the giving of any notice of termination of this Lease, shall reinstate, continue or extend the term of this Lease or affect any notice theretofore given Lessee, or operate as a waiver of the right of Lessor to enforce the payment of Net Rent and Additional Rent payable by Lessee hereunder or thereafter falling due, or operate as a waiver of the right of Lessor to recover possession of the Property, it being agreed that after the service of notice to terminate this Lease or the commencement of suit or

summary proceedings, or after final order or judgment for the possession of the Property, or after possession of the Property by re-entry by summary proceedings or otherwise, Lessor may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Property or, at the election of Lessor, on account of Lessee's liability hereunder.

17.15. No failure of Lessor to exercise any right or remedy consequent upon a default in any covenant, agreement, term or condition of this Lease, and no acceptance of full or partial Net Rent or Additional Rent by Lessor during the continuance of any such default, shall constitute a waiver of any such default or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no default thereof, shall be waived, altered or modified except by a written instrument executed by that party. No waiver of any default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default thereof.

17.16. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or otherwise.

17.17. Lessee shall pay to Lessor all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by Lessor in enforcing any of the covenants and provisions of this Lease and/or incurred by Lessor in any action brought on account of the provisions hereof, and all such costs and expenses, may be included in and form a part of any judgment entered in any action or proceeding against Lessee.

17.18. Even though Lessee has breached this Lease, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor shall have the right to enforce all its rights and remedies under this Lease, including, without limitation, the right to recover all Net Rent and Additional Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Property or the appointment of a receiver upon initiative of Lessor to protect Lessor's interest under this Lease shall not constitute a termination of Lessee's right to possession unless written notice of termination is given by Lessor to Lessee.

17.19. All agreements and covenants to be performed or observed by Lessee under this Lease shall be at Lessee's sole cost and expense and without any abatement of Net Rent or Additional Rent, except as otherwise provided herein.

ARTICLE 18. Subordination.

18.01. This Lease shall be subject and subordinate to all present and future mortgages which may now or hereafter affect such leases or the Property (or any part thereof) or Lessor's fee interest in the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Lessee shall promptly execute and deliver at its own cost and expense any instrument, in recordable form, if required, that Lessor, or the holder of any such mortgage or any of their respective successors in interest may request to evidence such subordination. Nothing contained in this Lease shall limit or curtail Lessor's right to sell, mortgage or otherwise deal with its fee interest in the Property, or affect Lessor's right to assign the Net Rent and/or Additional Rent payable under this Lease either as further collateral security under a fee mortgage or otherwise. Any such assignment of rent shall be honored by Lessee. Anything herein contained to the contrary notwithstanding, Lessor shall use best efforts to obtain, for the benefit of Lessee, a non-disturbance agreement from the holder of any future mortgage encumbering the Property, in the form customarily used by such mortgagee, which shall in any event provide in substance that so long as Lessee is not in default under this Lease beyond any grace period, then such mortgagee will not terminate this Lease or take any action to recover possession of the Property, notwithstanding any default under, or foreclosure of such mortgage. Lessee shall execute and deliver the aforescribed non-disturbance agreement, and shall pay any reasonable fee or expense charged by the mortgagee or its attorneys for the granting of such agreement.

18.02. In the event of any act or omission of Lessor constituting a default by Lessor hereunder beyond any applicable given or notice period, Lessee shall not exercise any remedy until Lessee has given Lessor and all fee mortgagees of the Property additional written notice of such act or omission, and unless and until a reasonable period of time (not to exceed thirty (30) days) to allow Lessor or such mortgagees to remedy such act or omission shall have elapsed following receipt of such notice. However, if such act or omission cannot, with due diligence and in good faith, be remedied within such period or cannot be cured simply by the payment of money, Lessor and such mortgagees shall be allowed such further period of time as may be reasonably necessary provided that it commences remedying the same with due diligence and in good faith and thereafter diligently prosecutes such cure (and if such mortgagees require possession of the Property to commence curing any such default, such mortgagees shall also be entitled to such further periods of time required to obtain possession of the Property). Nothing herein contained shall be construed or interpreted as requiring any mortgagee receiving such notice to remedy such act or omission. In no event shall this Lease be amended or modified without first obtaining the written consent of Lessor's fee mortgagee(s) to such amendment or modification.

ARTICLE 19. Bills and Notices.

19.01. Except as otherwise in this Lease provided, a bill, statement, notice or communication which Lessor may desire or be required to give to Lessee, shall be deemed sufficiently given or rendered if, in writing, delivered to Lessee personally by hand or sent by nationally recognized overnight courier service or sent by certified mail, return receipt requested, postage prepaid, addressed to Lessee at the Property or at such other address as Lessee may designate by written notice from time to time to Lessor, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Lessee personally or delivered to Lessee by overnight courier or five days after mailed as herein provided. Any notice by Lessee to Lessor must be served personally by hand or by nationally recognized overnight courier service or certified mail, return receipt requested, postage prepaid, addressed to Lessor at the address first hereinabove given or at such other address as Lessor shall designate by written notice to Lessee from time to time during the term hereof, and the time of the rendition of such notice shall be deemed to be the time when the same is delivered to Lessor personally or delivered to Lessor by overnight courier or five days after mailed as herein provided. Copies of any notices delivered to Lessor shall be delivered to Warshaw Burstein Cohen Schlesinger & Kuh, LLP, 555 Fifth Avenue, New York, New York 10017, Attn. Chaya R. Shafran, Esq. and copies of any notices delivered to Lessee shall be delivered to Katsky Korins LLP, 605 Third Avenue, New York, New York 10022, Attn. Matthew Danow, Esq., in each case in the same manner such notices are delivered to Lessor or Lessee, as applicable.

ARTICLE 20. Quiet Enjoyment.

20.01. Lessor covenants and agrees with Lessee that upon Lessee paying the Net Rent and Additional Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed hereunder, Lessee may peaceably and quietly enjoy the Property hereby demised, subject, however, to the terms and conditions of this Lease.

ARTICLE 21. Covenants To Bind And Benefit Respective Parties.

21.01. The covenants and agreements herein contained shall bind and inure to the benefit of Lessor and Lessee and their respective successors and (except as otherwise provided herein) assigns, and cannot be changed, modified or terminated orally, but only by an instrument in writing signed by both parties.

ARTICLE 22. Additional Rent.

22.01. Any monies or amounts due Lessor from Lessee at any time during the term of this Lease, or otherwise pursuant to the terms of this Lease, other than Net Rent, shall be deemed "Additional Rent", and if Lessor, at any time, is pursuant to the terms of this Lease compelled to pay or elects to pay any sum of money or amount or to do any act

which will require the payment of any sum of money, by reason of the failure of the Lessee to comply with any provision of this Lease, or if the Lessor is compelled to incur any expense, including, without limitation, reasonable attorneys' fees and disbursements, as a result of any breach on the part of the Lessee, or in instituting, prosecuting and/or defending any action or proceeding arising by reason of any breach on the part of the Lessee under the terms of this Lease, the sum or sums so paid, or expenses so incurred by the Lessor, together with all interest from the date such sums were paid or expense incurred through the date Lessee reimburses Lessor for such amounts, shall also be deemed Additional Rent under this Lease. Additional Rent shall be payable by Lessee to Lessor upon demand, unless otherwise set forth herein.

ARTICLE 23. Definitions.

23.01. "Interest" shall mean a rate per annum equal to the lesser of (i) 2% above the prime commercial lending rate of Citibank, N.A., charged to its customers of the highest credit standing for 90 day unsecured loans, in effect from time to time, or (ii) the maximum applicable legal rate, if any.

23.02. The term "Lessor" as used in this Lease means only the owner, or the mortgagee in possession, for the time being of the Property, so that in the event of any transfer of title of the said Property, the said transferor or Lessor shall be and hereby is entirely freed and relieved of all future covenants, obligations and liabilities of Lessor hereunder. The obligations contained in this Lease to be performed by Lessor shall, subject as aforesaid, be binding on Lessor's successors and assigns, only during their respective periods of ownership.

23.03. The term "Lessee," as used in this Lease, shall include more than one person if more than one person is Lessee and that if, at any time, the term Lessee shall include more than one person, the obligations of all such persons under this Lease shall be joint and several.

23.04. "Lease Year" shall mean a period of twelve consecutive calendar months. The first Lease Year shall commence on the Commencement Date and each succeeding Lease Year shall commence on the anniversary date of the first Lease Year.

23.05. "Unavoidable Delays" shall mean delays caused by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions, enemy action, civil commotion, fire, terrorist action, epidemic, public utility failure, unavoidable casualty, moratorium or similar laws prohibiting performance or severe weather conditions or any other similar matter which shall be beyond the reasonable control of Lessee or Lessor, as the case may be; but the lack or insufficiency of funds shall not constitute an Unavoidable Delay.

ARTICLE 24. Net Lease; Non-terminability.

24.01. This is an absolutely net lease and the Net Rent, Additional Rent and all other sums payable hereunder by Lessee, including, without limitation, the Purchase

Price for the Property payable pursuant to Article 7, shall be paid without notice or demand therefor, and without any abatement, deduction, set-off, counterclaim, suspension or defense for any reason whatsoever, except as otherwise provided herein.

24.02. This Lease shall not terminate, nor shall Lessee have any right to terminate this Lease, nor shall Lessee be entitled to any abatement or (except as otherwise expressly provided in Article 7) reduction of Net Rent or Additional Rent hereunder, nor shall the obligations of Lessee under this Lease be affected, by reason of (i) subject to Article 6, any damage to or destruction of all or any part of the Property from whatever cause, (ii) subject to Article 7, the taking of the Property or any portion thereof by condemnation, requisition or otherwise, (iii) the prohibition, limitation or restriction of Lessee's use of all or any part of the Property, or any interference with such use, (iv) any eviction by paramount title or otherwise, (v) Lessee's acquisition or ownership of all or any part of the Property otherwise than as expressly provided herein, (vi) any default on the part of Lessor under this Lease, or under any other agreement to which Lessee and Lessor may be parties, (vii) the failure of Lessor to deliver possession of the Property on the commencement of the term hereof or (viii) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the obligations of Lessee hereunder shall be separate and independent covenants and agreements, that the Net Rent, the Additional Rent and all other sums payable by Lessee hereunder shall continue to be payable in all events and that the obligations of Lessee hereunder shall continue unaffected unless the requirement to pay or perform the same shall have been terminated pursuant to any express provision of this Lease.

24.03. Lessee agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, rescind or avoid this Lease, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up or other proceeding affecting Lessor or its successor in interest, or (ii) any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or its successor in interest or by any court in any such proceeding.

24.04. Lessee waives all rights which may now or hereafter be conferred by law to any abatement, suspension, deferment or (except as provided in Article 7) reduction of the Net Rent, Additional Rent or any other sums payable under this Lease, except as otherwise expressly provided herein.

ARTICLE 25. Hazardous Material.

25.01. Lessee (i) shall comply, and cause the Property to comply, with all Environmental Laws (as hereinafter defined) applicable to the Property (including, without limitation, the making of all submissions to governmental authorities required by Environmental Laws and the carrying out of any remediation program specified by such authority), (ii) shall prohibit the use of the Property for the generation, manufacture,

refinement, production, or processing of any Hazardous Material (as hereinafter defined) or for the storage, handling, transfer or transportation of any Hazardous Material, except the usage by the Lessee of such materials in the ordinary course of its business, (iii) shall not permit to remain, install or permit the installation on the Property of any surface impoundments, underground storage tanks, or asbestos or asbestos-containing materials, and (iv) shall cause any alterations of the Property to be done in a way so as to not expose in an unsafe manner the persons working on or visiting the Property to Hazardous Materials and in connection with any such alterations shall remove in compliance with Environmental Laws any Hazardous Materials present upon the Property which are not in compliance with Environmental Laws or which present a danger to persons working on or visiting the Property.

25.02. "Environmental Laws" means the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901, et seq. (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 et seq. (CERCLA), the Toxic Substance Control Act, as amended, 15 U.S.C. §§2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §§136 et seq., [Reference specific state statutes], and all applicable federal, state and local environmental laws, ordinances, orders, rules and regulations, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted, and any other federal, state or local laws, ordinances, orders, rules and regulations, now or hereafter existing relating to regulations or control of Hazardous Material or materials. The term "Hazardous Materials" as used in this Lease shall mean substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in any applicable federal, state or local statute, rule, regulation or determination, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§1801, et seq.; the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, et seq.; and, asbestos, pcb's, radioactive substances, methane, volatile hydrocarbons, petroleum or petroleum-derived substances or wastes, radon, industrial solvents or any other material as may be specified in applicable law or regulations.

25.03. Lessee agrees to protect, defend, indemnify and hold harmless Lessor, its fee mortgagees, its directors, officers, employees and agents, and any successors to Lessor's interest in the chain of title to the Property, their direct or indirect partners, directors, officers, employees, and agents, from and against any and all liability, including, without limitation, all foreseeable and all unforeseeable damages including but not limited to attorney's and consultant's fees, fines, penalties and civil or criminal damages, directly or indirectly arising out of the use, generation, storage, treatment, release, threatened release, discharge, spill, presence or disposal of Hazardous Materials from, on, at, to or under the Property during the term of this Lease by Lessee or its agents, and including, without limitation, the cost of any required or necessary repair, response action, remediation, investigation, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior

to or following transfer of title to the Property. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities Lessee may have to Lessor at common law under all statutes and ordinances or otherwise, and shall survive the expiration or earlier termination of this Lease. Lessee expressly agrees that the representations, warranties and covenants made and the indemnities stated in this Lease are not personal to Lessor, and the benefits under this Lease may be assigned to subsequent parties in interest to the chain of title to the Property, which subsequent parties in interest may proceed directly against Lessee to recover pursuant to this Lease.

ARTICLE 26. Miscellaneous.

26.01. Lessee represents and warrants that they have had no dealings with any broker concerning this Lease. Lessor shall indemnify Lessee against any liability for any broker in connection with any claim for a brokerage or finder's commission or fee arising out of any conversations or negotiations had by Lessor with any broker. This indemnification shall survive the term and any termination of this Lease.

26.02. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision shall be valid and be enforced to the fullest extent permitted by law.

26.03. Each party agrees at any time, and from time to time, upon not less than ten (10) business days' prior written request from the other party, to execute, acknowledge and deliver to the other party a statement in writing, certifying (if true) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), the dates to which the Net Rent and Additional Rent have been paid and whether or not to the best knowledge of the party executing such statement this Lease is then in default or whether any events have occurred which, with the giving of notice or the passage of time, or both, could constitute a default hereunder, it being intended that any such statement delivered pursuant to this Section 26.03 may be relied upon by the party which requested the statement to be executed and by any prospective assignee of the Lease from Lessor, fee mortgagee or purchaser of the fee interest in the Property.

26.04. The parties hereto agree that this Lease constitutes the only agreement between them with respect to the Property and that no oral representations or no prior written matter extrinsic to this instrument shall have any force or effect. Lessee agrees that it has signed this Lease fully aware of the condition of the Property and all other matters relative thereto and is not relying on any representations or agreements other than those contained in this Lease.

26.05. Promptly upon the request of either party, either party may record a memorandum of this Lease and any amendments thereto. If a memorandum is to be recorded, the parties shall execute, acknowledge and deliver a memorandum hereof in recordable form, prepared by Lessee, the form and substance of which shall conform to applicable law, but may contain such other provisions of this Lease or the substance

thereof as either party may reasonably require, excepting rental provisions. The foregoing shall also apply with respect to each modification of this Lease.

26.06. Whenever in this Lease Lessor covenants not to unreasonably withhold, condition or delay its consent or approval, if Lessor shall refuse such consent or approval, then Lessee's sole remedy shall be for specific performance of any such covenant and in no event shall Lessee be entitled to any money damages for a breach of such covenant.

26.07. Notwithstanding anything contained to the contrary in this Lease, whether express or implied, it is agreed that Lessee will look only to Lessor's fee interest in and to the Property for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of a breach or default under this Lease by Lessor, and no other property or assets of Lessor or its directors, officers, shareholders, partners, joint venturers or other principals (disclosed or undisclosed) shall be subject to suit or to levy, execution or other enforcement procedures for the satisfaction of any such judgment (or other judicial process).

26.08. Lessee shall at all times keep and maintain full and correct records and books of account of the operations of the Property in accordance with generally accepted accounting principles consistently applied and shall accurately record and preserve the records of such operations. Upon an Event of Default, Lessee shall permit Lessor and Lessor's accountants and fee mortgagees access thereto, with the right to make copies and excerpts therefrom upon reasonable advance written notice to Lessee. In addition to the foregoing and without in any way limiting the foregoing, within ten (10) days after the preparation or receipt by Lessee or by any person or entity on behalf of Lessee during the term of this Lease of Lessee's annual financial statements, Lessee shall furnish to Lessor and Lessor's fee mortgagees a copy of such financial statements so prepared.

26.09. The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or of any provisions thereof, or in any way affect this Lease.

26.10. The use herein of (i) the singular shall include the plural, and (ii) the neuter pronoun in any reference to Lessor or Lessee shall be deemed to include any individual Lessor or Lessee.

26.11. This Lease shall be governed by the laws of the State of Nevada in all respects including, without limitation, the validity, construction and performance thereof. Notwithstanding the foregoing, this Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

26.12. There shall be no merger of the leasehold estate created hereby by reason of the fact that the same person or entity may own directly or indirectly, (1) the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (2) the fee estate in the Property. Notwithstanding any such combined ownership, this Lease shall

continue in full force and effect until terminated by an instrument executed by both Lessor and Lessee and consented to by any fee mortgagee(s).

{531130;3}

- 33 -

40027-0033
Case No.: A-16

RA 007390

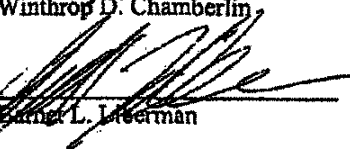
IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the day and year first above written.

LESSOR

305 LAS VEGAS LLC

By: 305 Second Avenue Associates,
L.P.

By: 
Winthrop D. Chamberlin

By: 
Samuel L. Liberman

CHARLESTON CASINO
PARTNERS, LLC

By: _____
Name: David Mitchell,
President

LESSOR


305 LAS VEGAS LLC

By: 305 Second Avenue Associates,
L.P.

By: _____
Winthrop D. Chamberlin

By: _____
Barnet L. Liberman

CHARLESTON CASINO
PARTNERS, LLC

By: 
Name: David Mitchell,
President

Schedule I

<u>Year</u>	<u>Payment</u>
1 \$	2,178,955
2 \$	2,178,955
3 \$	2,250,000
4 \$	2,313,124
5 \$	2,365,708
6 \$	2,420,921
7 \$	2,478,895
8 \$	2,539,767
9 \$	2,603,683
10 \$	2,670,795
11 \$	2,741,263
12 \$	2,815,253
13 \$	2,892,844
14 \$	2,974,519
15 \$	3,060,172
16 \$	3,150,108
17 \$	3,244,542
18 \$	3,343,696
19 \$	3,447,809
20 \$	3,557,127
21 \$	3,671,911
22 \$	3,792,434
23 \$	3,918,984
24 \$	4,051,860
25 \$	4,191,381
26 \$	4,337,878
27 \$	4,491,699
28 \$	4,653,212
29 \$	4,822,800
30 \$	5,000,868
31 \$	5,187,839
32 \$	5,384,159
33 \$	5,590,294
34 \$	5,806,737
35 \$	6,034,001
36 \$	6,272,629
37 \$	6,523,188
38 \$	6,786,275
39 \$	7,062,517
40 \$	7,352,570
41 \$	7,657,126
42 \$	7,976,910
43 \$	8,312,684
44 \$	8,665,245
45 \$	9,035,435
46 \$	9,424,135
47 \$	9,832,269
48 \$	10,260,810
49 \$	10,710,779

Lease Terms

49 year term
17 year amortization
\$ 16,000,000 principal
\$2,178,955 payment

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

Lot One (1) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

Parcel 2:

Lot Two (2) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

LEASE AGREEMENT

BETWEEN

305 LAS VEGAS LLC

Lessor,

- AND -

CHARLESTON CASINO PARTNERS, LLC,

Lessee

Date: May 2 2007

Property Address: 320-300 E. Charleston Blvd
Las Vegas, NV

{531130;3}

40027-0038
Case No.: A-16

RA 007395

20070502-0004497

A.P.N.:

Deed of Trust - continued

Fee: \$17.00

N/C Fee: \$25.00

05/02/2007

14:50:00

T20070075599

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway

ADF

Clark County Recorder

Pgs: 4

A.P.N.: 162-03-115-001 & 002
File No: 281272 (ak/js)

When Recorded Return To:
Katsky Korins LLP
605 Third Avenue
New York, New York 10158
Attention: Matthew Danow, Esq.

8 (u)

A.P.N.: 162-03-115-001; 162-03-115-002

THIRD DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS THIRD DEED OF TRUST, made as of May 2, 2007, between **305 LAS VEGAS LLC, Trustor**, whose address is c/o 305 Second Avenue Associates, L.P., 421 Hudson Street, New York, New York 10014, **FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada Corporation, TRUSTEE**, and **LIVEWORK, LLC, a Delaware limited liability company, Beneficiary**, whose address is c/o Mitchell Holdings, 41 East 60th Street, New York, New York 10022.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Clark, State of Nevada, described as:

Complete legal description attached hereto and made a part hereof as Exhibit "A".

Together with the rents, issues and profits, thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, and profits.

For the purposes of securing (1) payment of the sum of **FIVE MILLION and 00/100 dollars (\$5,000,000.00)** with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the Security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the Office of each County Recorder in the State of Nevada on January

30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>		<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39 Mortgages	363	115384		Lincoln		45902	
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050		Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747		Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922		Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941		Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075		Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782		Washoe	300 Off. Rec.	517	107192
					White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

This Deed of Trust is hereby subject and subordinate to each of (i) that certain First Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents, Proceeds and Agreements, in the amount of \$7,000,000.00 dated as of the date hereof, given by Trustor to the Trustee in favor of Heartland Bank and (ii) that certain Second Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents, Proceeds and Agreements, in the amount of \$4,000,000.00 dated as of the date hereof, given by Trustor to the Trustee in favor of Heartland Bank.

[The Remainder of this Page is Intentionally Left Blank.]

Dated: May 2, 2007

Trustor

305 LAS VEGAS LLC, a Delaware limited liability company

By: 305 Second Avenue Associates, L.P., a New York limited partnership
Its: Sole member

By:

Barnet L. Liberman, General Partner

By:

Winthrop I. Chamberlin, General PartnerSTATE OF **New York**

)

:SS.

COUNTY OF **New York**

)

This instrument was acknowledged before me on

April 30, 2007 by Barnet L. Liberman, general partner of 305 Second Avenue Associates, L.P., a New York limited partnership, sole member of
Angela Strobe 305 Las Vegas, LLC, a Delaware limited liability company.

Notary Public

(My commission expires: 9/23/10)ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2010STATE OF **New York**

)

:SS.

COUNTY OF **New York**

)

This instrument was acknowledged before me on

April 30, 2007 by Winthrop I. Chamberlin, general partner of 305 Second Avenue Associates, L.P. sole member of 305 Las Vegas, LLC, a Delaware limited liability company.

Notary Public

(My commission expires: 9/23/10)ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2010

EXHIBIT 'A'

File No.: **NCS-281272-HHLV (ak)**

Parcel 1:

Lot One (1) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

Parcel 2:

Lot Two (2) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

simple interest amortization (vs) negative amortization

DEED OF TRUST NOTE

\$5,000,000.00

New York, New York
May 2, 2007

FOR VALUE RECEIVED, **305 LAS VEGAS LLC**, having an address at c/o 305 Second Avenue Associates, 421 Hudson Street, New York, New York 10014 (the "**Maker**"), promises to pay to **LIVEWORK, LLC**, having an address c/o Mitchell Holdings, 41 East 60th Street, New York, New York (the "**Payee**"), or order, at said office, or at such place as may be designated from time to time in writing by the Payee, the principal sum of FIVE MILLIONS and No/100 (\$5,000,000.00) Dollars in lawful money of the United States of America, with interest thereon from and including the date of this Note to, but not including, the date this Note is paid in full calculated in the manner hereinafter set forth, as follows:

- I. equal monthly installments of principal and interest in the amount of \$181,579.58, each commencing on June 2, 2007 and on the first day of each succeeding calendar month thereafter to and including the Maturity Date; and
- II. the entire Principal Balance then remaining unpaid, if any, together with all interest accrued and unpaid thereon calculated in the manner hereinafter set forth and all other sums due under this Note, shall be due and payable on the Maturity Date.

1. The following terms as used in this Note shall have the following meanings:

(i) The term "**Debt**" shall mean all principal, interest, additional interest and other sums of any nature whatsoever which may or shall become due to the Payee in accordance with the provisions of this Note or the Deed of Trust.

(ii) The term "**Loan**" shall mean the purchase money loan in the principal sum of \$5,000,000.00 made by the Payee to the Maker which is evidenced by this Note and secured by the Deed of Trust.

(iii) The term "**Maturity Date**" shall mean May 2, 2010.

(iv) The term "**Deed of Trust**" shall mean a certain Third Deed of Trust with Assignment of Rents, dated the date hereof in the principal sum of \$5,000,000.00 given by the Maker to the Payee covering the fee estate of the Maker in certain premises located in the City of Las Vegas, Clark County, Nevada, as more particularly described therein, and intended to be duly recorded in said County.

(v) The term "**Principal Balance**" shall mean the outstanding principal balance of this Note from time to time.

2. Subject to the provisions of this Note hereinafter set forth, the entire Principal Balance shall bear interest at the rate of fourteen and seven-tenths percent (14.7%) per annum.

302444-1-W

-1-

3. The Maker shall have the right to prepay the Principal Balance in whole or in part without premium or penalty.

4. Anything in this Note or the Deed of Trust to the contrary notwithstanding, the Maker shall indemnify and hold the Payee harmless and against any loss or liability, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements of the Payee's counsel). The Maker shall also reimburse the Payee for all costs incurred in connection with all claims, actions, procedures and suits arising out of or in connection with any and all lawful action that may be taken by the Payee in connection with the enforcement of the provisions of this Note, the Deed of Trust or any of the other loan documents executed in connection therewith, but only to the extent that the Maker is the prevailing party in such claims, actions, procedures and suits. All sums expended by the Payee on account of any of the foregoing shall be reimbursable on demand, and until reimbursed by the Maker pursuant hereto, shall be deemed additional principal evidenced hereby and shall bear interest at the default interest rate hereinbelow set forth.

5. It is hereby expressly agreed that the entire Debt shall become immediately due and payable at the option of the Payee on the happening of any default or event by which, under the terms of this Note or the Deed of Trust, the Debt may or shall become due and payable, and that all of the terms, covenants and provisions contained in the Deed of Trust which are to be kept and performed by the Maker are hereby made part of this Note to the same extent and with the same force and effect as if they were fully set forth herein.

6. In addition to any late payment charge which may be due under this Note, if the Debt is declared immediately due and payable by the Payee pursuant to the provisions of this Note or the Deed of Trust, or if the Debt is not paid in full on the Maturity Date, the Maker shall thereafter pay interest ("Default Interest") on the Principal Balance from the date of such declaration or the Maturity Date, as the case may be, until the date the Principal Balance is paid in full at a rate per annum (calculated for the actual number of days based upon a thirty (30) day month elapsed over a year of 360 days) equal to the maximum interest rate which the Maker may by law pay (the "Default Rate").

7. The Maker hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note. If any payment under this Note is not made when due, the Maker agrees to pay all costs of collection when incurred, including reasonable attorneys' fees (which costs shall be added to the amount due under this Note and shall be receivable therewith). The Maker agrees to perform and comply with each of the terms, covenants and provisions contained in this Note and the Deed of Trust on the part of the Maker to be observed or performed. No release of any security for the payment of this Note or extension of time for payment of this Note, or any installment hereof, and no alteration, amendment or waiver of any provision of this Note or the Deed of Trust made by agreement between the Payee and any other person or party shall release, discharge, modify, change or affect the liability of the Maker under this Note or the Deed of Trust.

8. This Note is subject to the express condition that at no time shall the Maker be obligated or required to pay interest on the Principal Balance at a rate which could subject the Payee to either civil or criminal liability as a result of being in excess of the maximum rate which the Maker is permitted by law to contract or agree to pay. If by the terms of this Note, the Maker is at any time required or obligated to pay interest on the Principal Balance at a rate in excess of such maximum rate, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the Principal Balance.

9. This Note is secured by the Deed of Trust.

10. This Note is and shall be deemed entered into in the State of Nevada and shall be governed by and construed in accordance with the laws of the State of Nevada and no defense given or allowed by the laws of any state or country shall be interposed in any action or proceeding hereon unless such defense is either given or allowed by the laws of the State of Nevada.

11. This Note may only be modified, amended, changed or terminated by an agreement in writing signed by the Payee and the Maker. No waiver of any term, covenant or provision of this Note shall be effective unless given in writing by the Payee and if so given by the Payee shall only be effective in the specific instance in which given.

12. The Maker acknowledges that this Note and the Maker's obligations under this Note are and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Note and the obligations of the Maker under this Note or the obligations of any other person or party relating to this Note or the obligations of the Maker hereunder or otherwise with respect to the Loan. This Note sets forth the entire agreement and understanding of the Payee and the Maker, and the Maker absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or crossclaim of any nature whatsoever with respect to this Note or the obligations of the Maker under this Note or the obligations of any other person or party relating to this Note or the obligations of the Maker hereunder or otherwise with respect to the Loan in any action or proceeding brought by the Payee to collect the Debt, or any portion thereof, or to enforce, foreclose and realize upon the liens and security interests created by the Deed of Trust. The Maker acknowledges that no oral or other agreements, understandings, representations or warranties exist with respect to this Note or with respect to the obligations of the Maker under this Note, except those specifically set forth in this Note.

13. No delay on the part of the Payee in exercising any right or remedy under this Note or the Deed of Trust or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy. No notice to or demand on the Maker shall be deemed to be a

waiver of the obligation of the Maker or of the right of the Payee to take further action without further notice or demand as provided in this Note and the Deed of Trust.

14. The Maker agrees to submit to personal jurisdiction in the State of Nevada in any action or proceeding arising out of this Note and, in furtherance of such agreement, the Maker hereby agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the Maker in any such action or proceeding may be obtained within or without the jurisdiction of any court located in New York and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the Maker by registered or certified mail to or by personal service at the last known address of the Maker, whether such address be within or without the jurisdiction of any such court.

15. The Maker (and the undersigned representative of the Maker, if any) represents that the Maker has full power, authority and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of the Maker.

16. Whenever used, the singular number shall include the plural, the plural the singular, and the words "Payee" and "Maker" shall include their respective successors and assigns, provided, however, that the Maker shall in no event or under any circumstance have the right without obtaining the prior written consent of the Payee to assign or transfer its obligations under this Note or the Deed of Trust, in whole or in part, to any other person, party or entity.

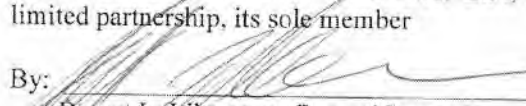
17. **The Maker hereby irrevocably and unconditionally waives, and the Payee by its acceptance of this Note irrevocably and unconditionally waives, any and all right to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to the Loan, this Note or the Deed of Trust.**

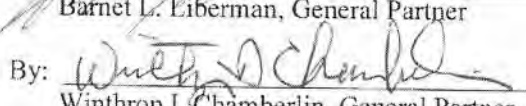
[The Remainder of this Page is Intentionally Left Blank.]

IN WITNESS WHEREOF, the Maker has duly executed this Note the day and year first above written.

305 LAS VEGAS LLC, a Delaware limited liability company

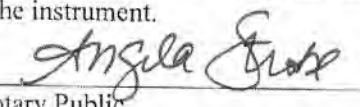
By: 305 Second Avenue Associates, L.P., a New York limited partnership, its sole member

By: 
Barnet L. Liberman, General Partner

By: 
Winthrop I. Chamberlin, General Partner

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

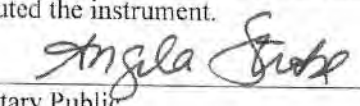
On the 30th day of April in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared BARNET L. LIBERMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2012

On the 30th day of April in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared WINTHROP I. CHAMBERLIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

302444-1-W

-5-

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2012

40029-0005
Case No.: A-16

RA 007404

20070502-0004490

Fee: \$17.00 RPTT: \$127,500.00
N/C Fee: \$0.00

A.P.N.: 162-03-115-001 and 162-03-115-002
File No: NCS-281272-HHLV (ak)
R.P.T.T.: \$127,500.00 C

05/02/2007 14:50:00
T20070075599

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway ADF
Clark County Recorder Pgs: 5

When Recorded Mail To: Mail Tax Statements To:
305 Las Vegas, LLC
421 Hudson Street
New York, NY 10014

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LiveWork, LLC, a Delaware limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

305 Las Vegas, LLC, a Delaware Limited Liability Company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 03/14/2007

40030-0001
Case No.: A-16

RA 007405

LiveWork, LLC, a Delaware limited liability company

By: LiveWork Manager, LLC, a Delaware limited liability company, Its Managing Member

Las Vegas Land Partners, LLC, a Delaware limited liability company, Its Managing Member



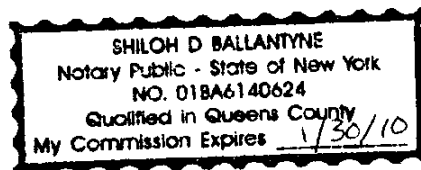
By: David Mitchell, Its:
Managing Member

ASSESSOR'S COPY

STATE OF New York)
 : ss.
COUNTY OF Queens)

This instrument was acknowledged before me on March 15, 2007 by David Mitchell, Managing Member of Las Vegas Land Partners, LLC, a Delaware limited liability company, Managing Member of LiveWork Manager, LLC, a Delaware limited liability company, Managing Member of LiveWork, LLC, a Delaware limited liability company.

ShiLoH D Ballantyne
Notary Public
(My commission expires: 1/30/10)



STATE OF New York)
 : ss.
COUNTY OF Queens)

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **March 14, 2007** under Escrow No. **NCS-281272-HHLV**.

EXHIBIT 'A'

File No.: **NCS-281272-HHLV (ak)**

Parcel 1:

Lot One (1) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

Parcel 2:

Lot Two (2) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 162-03-115-001 & 162-03-115-002
b) _____
c) _____
d) _____

2. Type of Property

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☒ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____
Date of Recording 11/14/14
Notes: _____

3. Total Value/Sales Price of Property:

\$ 25,000,000.00

Deed in Lieu of Foreclosure Only (value of property)

(\$ _____)

Transfer Tax Value:

\$ 25,000,000.00

Real Property Transfer Tax Due

\$ 127,500.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: N/A

b. Explain reason for exemption:
N/A

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: _____

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: LiveWork, LLC

Address: 41 East 60th St.

City: New York

State: NY Zip: 10022

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: 305 Las Vegas, LLC

Address: 421 Hudson St.

City: New York

State: NY Zip: 10014

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-281272-HHLV ak/ME

Address: 3960 Howard Hughes Parkway, S-380

City: Las Vegas

State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

40030-0005
Case No.: A-16

RA 007409

IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID J. MITCHELL; LAS VEGAS
LAND PARTNERS, LLC; MEYER
PROPERTY LTD; ZOE PROPERTY,
LLC; LEAH PROPERTY, LLC;
WINK ONE, LLC; AQUARIUS
OWNER, LLC; LVLP HOLDINGS,
LLC; AND LIVE WORKS TIC
SUCCESSOR, LLC,

Appellants,

vs.

RUSSELL L. NYPE; REVENUE
PLUS, LLC; AND SHELLEY D.
KROHN,

Respondents.

Case No. 80693

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable ELIZABETH GONZALEZ, District Judge
District Court Case No. A-16-740689-B

**RESPONDENTS' APPENDIX – VOLUME 38
(BATES RANGE) RA 7410 – RA 7531**

JOHN W. MUIJE, ESQ.
Nevada Bar No. 2419
JOHN W. MUIJE & ASSOCIATES
1840 East Sahara Avenue, Suite 106
Las Vegas, NV 89104
Telephone No: (702) 386-7002
Facsimile No: (702) 386-9135
jmuije@muijelawoffice.com
Attorney for Respondents

CHRONOLOGICAL TABLE OF CONTENTS TO
RESPONDENTS' APPENDIX

Date	Description	Volume/Bates No.
08/21/17	Amended Complaint	Volume 1, RA 1 – RA 34
03/27/19	Plaintiffs' Limited Opposition to the Mitchell Defendants' Motion to Withdraw as Counsel of Record	Volume 1, RA 35 – RA 121
04/22/19	Plaintiffs' Motion to Compel Defendants' Production of Documents on Order Shortening Time	Volume 1, RA 122 – RA 143
05/30/19	Notice of Entry of Order Compelling Discovery, Awarding Sanctions, and Briefly Extending Discovery for Limited Purposes and Continuing the Trial Date	Volume 1, RA 144 – RA 155
06/14/19	Plaintiffs' Motion for Sanctions Pursuant to NRCP 37(b) and Motion to Extend Time for Plaintiffs' Deadline for Supplemental Expert Report on Order Shortening Time	Volume 1, RA 156 – RA 227
07/02/19	Supplement in Support of Monetary Sanctions and Request for Incremental Sanctions	Volume 1, RA 228 – RA 237
08/30/19	Trial Brief Regarding Evidentiary Hearing – Discovery Sanctions	Volume 2, RA 238 – RA 314
09/20/19	Order Re: Discovery Sanctions	Volume 2, RA 315 – RA 323

09/23/19	Notice of Entry of Order Re: Discovery Sanctions	Volume 2, RA 324 – RA 336
10/07/19	Plaintiffs’ Opposition to Motion for Summary Judgment and Countermotion for Discovery Pursuant to NRCP 56(d)	Volume 2, RA 337 – RA 364
10/17/19	Plaintiffs’ Opposition to The Mitchell Defendants’ Statement of Compliance and Motion for Additional Time for Further Production and Countermotion for Case Concluding Sanctions	Volume 2, RA 365 – RA 429
11/17/19	Status Report Regarding The Mitchell Defendants’ Compliance with This Court’s Order Re: Discovery Sanctions	Volume 3, RA 430 – RA 434
12/12/19	Appendix to Plaintiffs’ Opposition to Defendants’ Motion to Dismiss Plaintiffs’ Amended Complaint Pursuant to NRCP (12(b)(2) and 12(b)(5), or in the Alternative Motion for Summary Judgment	Volume 3, RA 435 – RA 561
12/12/19	Plaintiffs’ Opposition to Defendants’ Motion to Dismiss Plaintiffs’ Amended Complaint Pursuant to NRCP (12(b)(2) and 12(b)(5), or in the Alternative Motion for Summary Judgment	Volume 3, RA 562 – RA 583
12/29/19	Defendants Barnet Liberman and Casino Coolidge, LLC’s Trial Brief	Volume 3, RA 584 – RA 594

TRIAL EXHIBITS

Date	Description	Volume/Bates No.
Undated	Plaintiffs' Trial Exhibit No. 4	Volume 4, RA 605 – RA 650
Undated	Plaintiffs' Trial Exhibit No. 6	Volume 4, RA 651 – RA 679
Undated	Plaintiffs' Trial Exhibit No. 7	Volume 4, RA 680 – RA 681
Undated	Plaintiffs' Trial Exhibit No. 8	Volume 4, RA 682 – RA 684
Undated	Plaintiffs' Trial Exhibit No. 11	Volume 4, RA 685 – RA 692
Undated	Plaintiffs' Trial Exhibit No. 16	Volume 4, RA 693 – RA 695
Undated	Plaintiffs' Trial Exhibit No. 22	Volume 4, RA 696
Undated	Plaintiffs' Trial Exhibit No. 24	Volume 4, RA 697
Undated	Plaintiffs' Trial Exhibit No. 25	Volume 4, RA 698 – RA 700
Undated	Plaintiffs' Trial Exhibit No. 28	Volume 4, RA 701
Undated	Plaintiffs' Trial Exhibit No. 39	Volume 4, RA 702 – RA 705
Undated	Plaintiffs' Trial Exhibit No. 41	Volume 4, RA 706 – RA 709

Undated	Plaintiffs' Trial Exhibit No. 42	Volume 4, RA 710 – RA 748
Undated	Plaintiffs' Trial Exhibit No. 47	Volume 5, RA 749 – RA 750
Undated	Plaintiffs' Trial Exhibit No. 48	Volume 5, RA 751 – RA 814
Undated	Plaintiffs' Trial Exhibit No. 10005	Volume 5, RA 815 – RA 826
Undated	Plaintiffs' Trial Exhibit No. 10006	Volume 5, RA 827 – RA 849
Undated	Plaintiffs' Trial Exhibit No. 10007	Volume 5, RA 850 – RA 859
Undated	Plaintiffs' Trial Exhibit No. 10008	Volume 5, RA 860 – RA 883
Undated	Plaintiffs' Trial Exhibit No. 10014	Volume 5, RA 884 – RA 887
Undated	Plaintiffs' Trial Exhibit No. 10015	Volume 5, RA 888 – RA 899
Undated	Plaintiffs' Trial Exhibit No. 10018	Volume 5, RA 900 – RA 914
Undated	Plaintiffs' Trial Exhibit No. 10022	Volume 5, RA 915 – RA 919
Undated	Plaintiffs' Trial Exhibit No. 10036	Volume 5, RA 920 – RA 923
Undated	Plaintiffs' Trial Exhibit No. 10037	Volume 5, RA 924 – RA 927

Undated	Plaintiffs' Trial Exhibit No. 10038	Volume 6, RA 928 – RA 1027
Undated	Plaintiffs' Trial Exhibit No. 10039	Volume 6, RA 1028 – RA 1077
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Undated	Plaintiffs' Trial Exhibit No. 10043 – Part 2	Volume 8, RA 1351 – RA 1580
Undated	Plaintiffs' Trial Exhibit No. 10043 – Part 3	Volume 9, RA 1581 – RA 1671
Undated	Plaintiffs' Trial Exhibit No. 10044 – Part 1	Volume 10, RA 1672 – RA 1917
Undated	Plaintiffs' Trial Exhibit No. 10044 – Part 2	Volume 11, RA 1918 – RA 2162
Undated	Plaintiffs' Trial Exhibit No. 10045 – Part 1	Volume 12, RA 2163 – RA 2405
Undated	Plaintiffs' Trial Exhibit No. 10045 – Part 2	Volume 13, RA 2406 – RA 2652
Undated	Plaintiffs' Trial Exhibit No. 10045 – Part 3	Volume 14, RA 2653 – RA 2894
Undated	Plaintiffs' Trial Exhibit No. 10045 – Part 4	Volume 15, RA 2895 – RA 2905
Undated	Plaintiffs' Trial Exhibit No. 10046 – Part 1	Volume 16, RA 2906 – RA 3145

Undated	Plaintiffs' Trial Exhibit No. 10046 – Part 2	Volume 17, RA 3146 – RA 3394
Undated	Plaintiffs' Trial Exhibit No. 10046 – Part 3	Volume 18, RA 3395 – RA 3644
Undated	Plaintiffs' Trial Exhibit No. 10046 – Part 4	Volume 19, RA 3645 – RA 3749
Undated	Plaintiffs' Trial Exhibit No. 20001	Volume 20, RA 3750 – RA 3753
Undated	Plaintiffs' Trial Exhibit No. 20003	Volume 20, RA 3754 – RA 3767
Undated	Plaintiffs' Trial Exhibit No. 20004	Volume 20, RA 3768 – RA 3776
Undated	Plaintiffs' Trial Exhibit No. 20005	Volume 20, RA 3777 – RA 3800
Undated	Plaintiffs' Trial Exhibit No. 20006	Volume 20, RA 3801 – RA 3819
Undated	Plaintiffs' Trial Exhibit No. 20007	Volume 21, RA 3820 – RA 3826
Undated	Plaintiffs' Trial Exhibit No. 20008	Volume 21, RA 3827 – RA 3829
Undated	Plaintiffs' Trial Exhibit No. 20009	Volume 21, RA 3830 – RA 3834
Undated	Plaintiffs' Trial Exhibit No. 20010	Volume 21, RA 3835 – RA 3839
Undated	Plaintiffs' Trial Exhibit No. 20011	Volume 21, RA 3840 – RA 3841

Undated	Plaintiffs' Trial Exhibit No. 20012	Volume 21, RA 3842 – RA 3882
Undated	Plaintiffs' Trial Exhibit No. 20013	Volume 21, RA 3883
Undated	Plaintiffs' Trial Exhibit No. 20014	Volume 21, RA 3884 – RA 3995
Undated	Plaintiffs' Trial Exhibit No. 20015	Volume 21, RA 3996 – RA 4035
Undated	Plaintiffs' Trial Exhibit No. 20016	Volume 21, RA 4036 – RA 4041
Undated	Plaintiffs' Trial Exhibit No. 20017	Volume 21, RA 4042 – RA 4046
Undated	Plaintiffs' Trial Exhibit No. 20018	Volume 21, RA 4047 – RA 4055
Undated	Plaintiffs' Trial Exhibit No. 20019	Volume 21, RA 4056 – RA 4057
Undated	Plaintiffs' Trial Exhibit No. 20020	Volume 22, RA 4058 – RA 4122
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Undated	Plaintiffs' Trial Exhibit No. 20025	Volume 22, RA 4145 – RA 4147
Undated	Plaintiffs' Trial Exhibit No. 20029	Volume 22, RA 4148 – RA 4149

Undated	Plaintiffs' Trial Exhibit No. 20030	Volume 22, RA 4150 – RA 4151
Undated	Plaintiffs' Trial Exhibit No. 20031	Volume 22, RA 4152 – RA 4153
Undated	Plaintiffs' Trial Exhibit No. 20032	Volume 22, RA 4154 – RA 4155
Undated	Plaintiffs' Trial Exhibit No. 20033	Volume 22, RA 4156 – RA 4174
Undated	Plaintiffs' Trial Exhibit No. 20034	Volume 22, RA 4175 – RA 4205
Undated	Plaintiffs' Trial Exhibit No. 20035	Volume 22, RA 4206 – RA 4263
Undated	Plaintiffs' Trial Exhibit No. 20036	Volume 22, RA 4264 – RA 4285
Undated	Plaintiffs' Trial Exhibit No. 20037	Volume 22, RA 4286 – RA 4293
Undated	Plaintiffs' Trial Exhibit No. 20038	Volume 22, RA 4294 – RA 4308
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Undated	Plaintiffs' Trial Exhibit No. 20040	Volume 23, RA 4310 – RA 4318
Undated	Plaintiffs' Trial Exhibit No. 20041	Volume 23, RA 4319 – RA 4320
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DATED this 28th day of October 2021.

JOHN W. MUIJE & ASSOCIATES

/s/ John W. Muije, Esq.
JOHN W. MUIJE
Nevada Bar No. 2419
3216 Lone Canyon Court
N. Las Vegas, NV 89031
(702) 386-7002
jmuije@muijelawoffice.com
Attorney for Respondents

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of October, I have caused a true and correct copy of the foregoing RESPONDENTS' APPENDIX – VOLUME 38 to be served by electronic service by the Supreme Court of Nevada Electronic Filing System to the following:

H. STAN JOHNSON, ESQ.
Nevada Bar No. 265
KEVIN M. JOHNSON, ESQ.
Nevada Bar No. 14551
COHEN JOHNSON
375 East Warm Springs Road, Suite 104
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Email: sjohnson@cohenjohnson.com
Attorneys for Appellants

/s/ Melanie Bruner
As an agent for and on behalf of
JOHN W. MUIJE & Associates

AGREEMENT OF LEASE

Between

LAS VEGAS LAND PARTNERS, LLC,

Landlord,

and

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA,

Tenant.

293978-3-W

Mitch0159057

40031-0001

Case No.: A-16

RA 007410

LEASE INFORMATION SUMMARY

I. LEASE DATE: _____, 2007

II. PARTIES AND ADDRESSES:

A. Landlord: Las Vegas Land Partners, LLC

**B. Landlord's Address
for Notices:** c/o Mitchell Holdings
20 West 55th Street
New York, New York 10019

with a copy to:

Katsky Korins LLP
605 Third Avenue
New York, New York 10158
Attn: Randolph Amengual, Esq.

C. Tenant: Regional Transportation Commission Of Southern Nevada

**D. Tenant's Address
for Notices:** 600 S. Grand Central Parkway
Suite 350
Las Vegas, Nevada 89106-4512

with a copy to:

III. PROPERTY INFORMATION:

A. Premises: The Real Property and the Improvements.

B. Real Property: The real property located at _____, and more particularly described on Exhibit 1 and shown on Exhibit 2, each annexed hereto and made a part hereof.

C. Improvements: The improvements to be constructed by Tenant on the Real Property.

D. Project: The development project planned by Landlord on that certain real property shown on Exhibit 3 annexed hereto and made a part hereof, consisting of approximately ____ acres of land.

IV. TERM:

- A. Term of Lease:** Forty (40) years
- B. Commencement Date:** The date of delivery of the Premises to Tenant in accordance with the terms of this Lease.
- C. Expiration Date:** The date immediately preceding forty (40) years after the Commencement Date, provided that if such date is not the last day of the calendar month, then the Expiration Date shall be extended to the last day of the calendar month in which the Term expires.

V. RENT:

- A. Base Rent:** As set forth in Article 2.
- B. Security Deposit:** \$_____, subject to reduction as provided in Article 27.

VI. PERMITTED USES:

The construction and operation of a multi-modal transportation terminal (the “**Terminal**”) together ancillary retail uses on the ground floor of the Terminal (consisting of approximately _____ square feet) and general office use and such other uses as are consistent with the operating of the Terminal.

VII. PROHIBITED USES:

As set forth on Exhibit 4 annexed hereto and made a part hereof.

The summary of lease information set forth above and any addendum and/or exhibit(s) and/or schedule(s) (“**Riders**”) attached to this Lease are incorporated into and made a part of the following Lease. Notwithstanding anything to the contrary contained in this Lease, Articles 1 through 33 shall control the rights and obligations of the parties hereto except that the provisions of any Riders shall supersede any inconsistent provisions in Articles 1 through 33, as the case may be.

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AGREEMENT OF LEASE, made between LAS VEGAS LAND PARTNERS, LLC, as landlord, and REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, as tenant.

WITNESSETH:

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. PREMISES; TERM; USE AND OCCUPANCY.

A. Premises; Term.

(i) Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Premises (together with any and all rights, easements, privileges and other matters appurtenant thereto) for the Term, to commence on the Commencement Date and to end on the Expiration Date, both dates inclusive, unless the Term shall sooner end pursuant to any of the terms, covenants or conditions of this Lease or pursuant to law.

(ii) As used herein, "**Lease Year**" shall mean the period from the Commencement Date through the expiration of the next succeeding twelve (12) months, plus the number of days, if any, required to have the period end at the expiration of the calendar month, and each succeeding period of twelve (12) calendar months.

(iii) Fiscal Fund Out Provision. *[To be inserted.]*

B. Commencement Notice.

(i) Landlord shall fix the Commencement Date upon not less than fifteen (15) days' written notice to Tenant (the "**Commencement Notice**"); provided, however, that in the event that Tenant takes possession of the Premises prior to the expiration of such fifteen (15) day period, the Commencement Date shall be the date that Tenant so takes possession of the Premises.

(ii) After the determination of the Commencement Date, the parties shall execute an instrument, in the form annexed hereto and made a part hereof as Exhibit 5; provided, however, that any failure by Tenant to deliver such instrument shall not affect the determination of the Commencement Date as set forth in the Commencement Notice.

(iii) (a) In the event that Tenant disputes Landlord's determination of satisfaction of the Delivery Conditions, such dispute may be submitted for expedited arbitration before the AAA in accordance with the provisions of subparagraph (b) below. Until such dispute is resolved, Landlord's determination of the satisfaction of the Delivery Conditions shall prevail and the Commencement Date shall occur as provided in the Commencement Notice.

(b) In the event that Tenant demands arbitration under this subparagraph, Landlord and Tenant shall jointly select an independent arbitrator (the "**Arbitrator**"). In the event that Landlord and Tenant shall be unable to jointly agree on the designation of the Arbitrator within three (3) days after they are requested to do so by either party, then the parties agree to allow the AAA, or any successor organization to designate the Arbitrator in accordance with the rules, regulations and/or procedures for expedited proceedings then pertaining of the AAA or of any successor organization. The Arbitrator shall conduct such hearings and investigations as he may deem appropriate and shall, within

seven (7) days after the date of designation of the Arbitrator issue a determination as to whether the Delivery Conditions had been fulfilled as set forth by Landlord in the Commencement Notice. The determination of the Arbitrator shall be conclusive and binding upon Landlord and Tenant and shall be set forth, along and with the Arbitrator's rationale for such choice, in a written report delivered to Landlord and Tenant. The prevailing party shall recover its reasonable counsel fees and expenses, if any, in connection with any arbitration under this subparagraph. The Arbitrator appointed pursuant to this Article shall be an independent real estate professional with at least ten (10) years' experience in leasing and management of properties which are similar in character to the Premises. The Arbitrator shall not have the power to add to, modify or change any of the provisions of this Lease but shall have the power to direct Landlord to consent to such request. After the Arbitrator's determination, any necessary Rent adjustments shall be made.

(iv) If permission is given to Tenant to enter into possession of the Premises prior to the Commencement Date, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease, excluding the covenant to pay Rent.

C. Condition Of Premises. (i) Tenant agrees that Landlord shall have no obligation to perform any work or make any installations in order to prepare the Premises for Tenant's occupancy, other than the satisfaction of the Delivery Conditions.

(ii) Tenant shall not be required to take possession of the Premises unless and until the following conditions (the "**Delivery Conditions**") shall have been satisfied:

(a) The Real Property shall be a separate legal parcel. The City of Las Vegas shall have formally abandoned that portion of First Street which lies within the Premises and such land shall legally be a part of the parcel comprising the Real Property. Tenant shall cooperate with Landlord in the prosecution of the abandonment proceedings.

(b) The Premises shall be free of all tenants and other occupants.

(c) All buildings and other structures on the Real Property shall have been demolished and all debris shall have been cleared, except that any existing overhead electrical lines at the Premises shall remain in place. The Real Property shall be delivered as a so-called "rubbled" site.

(d) Landlord, at Landlord's cost, shall deliver to Tenant an ALTA title policy issued by a title company licensed to do business in Nevada, insuring Tenant's leasehold interest in the Real Property in an amount equal to \$_____ (the "**Title Policy**"), subject to the exceptions listed on Exhibit 6 annexed hereto and made a part hereof (the "**Permitted Exceptions**") and such other exceptions as may be approved by Tenant (in Tenant's reasonable discretion). The Title Policy shall contain the special endorsements listed on Exhibit 7 annexed hereto and made a part hereof; in the event Tenant desires any other special endorsements, the same shall be obtained at Tenant's cost.

(e) Landlord has delivered to Tenant an ALTA survey of the Real Property, indicating that there is no less than ___ square event of land within the Real Property and that the Real Property has approximately the following dimensions: _____.

(f) Subject to the provisions of subparagraph (g) below, Landlord shall (i) comply and cause the Real Property to comply with all Environmental Laws applicable to the Real Property (including the making of all submissions to Governmental Authorities required by Environmental Laws and the carrying out of any remediation program required by such Governmental

Authorities), and (ii) shall remove and/or fill any surface impoundments, underground storage tanks, vaults, PCB-containing transformers or asbestos containing materials. Except as set forth in subparagraph (g) below, Landlord shall remove from the Real Property any Hazardous Substances affecting the Real Property for which any type of corrective action is required under any Environmental Laws and any condition that is not compliance with any Environmental Laws.

(g) Tenant expressly acknowledges the receipt of a Phase I environmental report, dated _____, prepared by _____, and acknowledges and agrees that Landlord shall have no obligation to remediate any condition set forth in such report.

(h) Landlord has delivered to Tenant a report from a person or company approved by Tenant having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459 certifying to Tenant that the Real Property is in compliance with subparagraph (f) above (subject, however, to subparagraph (g) above), which report shall be certified to Tenant. *[Subject to confirmation.]*

(i) Tenant has not validly exercised its right to terminate this Lease pursuant to Subsection F of this Article.

(j) Landlord (or Landlord's designee) and Tenant shall have entered into the Gaming Machine License Agreement, intended to be executed contemporaneously with this Lease, as more particularly described in Article 21.

(iii) In the event that the Delivery Conditions are not fulfilled by _____, Tenant shall have the right to terminate this Lease upon sixty (60) days' written notice to Landlord; provided, however, that if the Delivery Conditions are fulfilled within such sixty (60) day period, Tenant's termination notice shall be null and void.

D. Permitted Uses.

(i) Tenant shall use and occupy the Premises for the Permitted Uses, and for no other purpose.

(ii) Landlord and Tenant covenant and agree that no part of the Project (including the Premises) may be used for the "**Prohibited Uses**" as set forth on Exhibit 4. Furthermore, Tenant covenants and agrees that no portion of the Premises shall be used for any of the "**Premises Prohibited Uses**" as set forth on Exhibit 4.

E. Operation of Terminal. Tenant agrees to keep the Terminal open and operated for business continuously during the Term, subject to closure required due to Casualty or Unavoidable Delay.

F. Certificate Of Occupancy. Tenant shall not at any time use or occupy the Premises in violation of the certificate of occupancy (or similar permit or license) issued for the Premises and in the event that any department of the City of Las Vegas, Clark County or the State of Nevada shall hereafter at any time contend and/or declare by notice, violation, order or in any other manner whatsoever that the Premises are used for a purpose which is a violation of such certificate of occupancy, Tenant shall, upon five (5) days' written notice from Landlord, immediately discontinue such use of the Premises.

G. Tenant Due Diligence.

(i) Tenant and any Tenant Parties Tenant shall have from the date hereof until 5:00 p.m. on March 16, 2007 (Las Vegas time) (“**Tenant’s Due Diligence Period**”) in which to complete its investigations of the Real Property to determine that the Real Property will be suitable, in Tenant’s judgment, for Tenant’s development of the Terminal as set forth herein. Tenant’s investigations may include, but shall not be limited to, (a) a Phase I environmental review and inspection of the Real Property, but shall not include a Phase II environmental review and inspection of the Real Property, (such as taking soil and water samples from the Real Property) without Landlord’s prior written consent, and (b) soil tests performed by an engineer for the purpose of determining the feasibility of constructing improvements on the Real Property. Prior to conducting the engineering tests, Tenant shall notify Landlord in writing of the specifics of such tests and shall obtain Landlord’s prior written consent, which consent shall not be unreasonably withheld or delayed. During Tenant’s Due Diligence Period, Landlord shall afford Tenant and Tenant’s representatives access to the Real Property subject to the following restrictions: (i) Tenant shall notify Landlord of Tenant’s desire to enter the Real Property at least seventy two (72) hours prior to such entry; (ii) at the time of such notice, Tenant shall describe the purpose of such entry, the identity of the persons who will be entering the Real Property and the expected duration of such entry; and (iii) no such entry shall unreasonably disturb the condition of the Real Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. All of Tenant’s entries onto the Real Property during Tenant’s Due Diligence Period shall be at Tenant’s sole cost, expense and risk. Tenant shall indemnify, defend and hold Landlord harmless of and from any and all claims (including, without limitation, claims for personal injury and damage to Real Property asserted by third parties against Landlord), suits, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees and disbursements), liabilities, responsibilities, obligations and damages in connection with any entry on the Real Property by Tenant, its employees, agents, consultants or contractors and shall repair any and all damage to the Real Property caused during any such entry, including without limitation, any damage caused by any investigations, inspections or testing performed by or for Tenant. The provisions of the foregoing sentence shall survive the termination of this Lease. Tenant shall promptly deliver to Landlord copies of any written environmental and engineering reports which are prepared by Tenant’s consultants (and not its attorneys) in connection with Tenant’s due diligence investigations of the Real Property. Prior to being issued in final form, drafts of all environmental reports shall be forwarded to Landlord for its review.

(ii) In the event that Tenant shall reasonably determine, in its sole discretion, that the Real Property is not acceptable, Tenant may terminate this Lease at any time on or prior to the expiration of Tenant’s Due Diligence Period, time being of the essence, by providing written notice of termination to Landlord. In the event of such termination, neither party shall thereafter have any rights, duties or liabilities under this Lease or otherwise in connection with the Real Property or the transactions described herein, except for those rights or obligations specifically stated to survive the termination of this Lease. In the event Tenant fails to terminate this Lease by written notice to Landlord on or prior to the expiration of Tenant’s Due Diligence Period, then Tenant shall be deemed to have waived its right to terminate this Lease pursuant to this Subsection, this Lease shall continue in full force and effect and Tenant shall be deemed to have accepted and approved the Real Property.

2. RENT.

A. Base Rent.

(i) The Base Rent for Lease Years 1-20 shall be \$1,300,000.00 per annum, subject to annual CPI Increases as set forth below.

(ii) The Base Rent for Lease Years 21-40 shall be the greater of (x) the Base Rent payable for Lease Year 20 (as escalated by CPI Increases), and (y) the Fair Market Rent, as determined in accordance with the provisions of Exhibit 8 annexed hereto and made a part hereof. The Base Rent payable during Lease Years 21-40 shall continue to be subject to CPI Increases as provided herein.

B. CPI Increases.

(i) It is understood and agreed that the Base Rent shall be subject to an annual cost of living increase (the "**CPI Increase**") on the first day of each Lease Year, commencing with the second Lease Year (each, a "**CPI Adjustment Date**"). On each CPI Adjustment Date during the Term the Base Rent shall be increased above the Base Rent payable during the immediately preceding Lease Year in the same proportion as the Price Index has increased, if at all, as of the CPI Adjustment Date in question above the Price Index as of the Commencement Date, and each such increased figure shall then become the Base Rent and shall remain in effect until the next CPI Adjustment Date. In no event shall anything contained herein permit Base Rent to be reduced below the amount of the Base Rent initially payable on the Commencement Date.

(ii) Notwithstanding anything to the contrary contained herein, no single CPI Increase to Base Rent as calculated pursuant to the provisions hereof shall be less than two and one half (2½%) percent over the Base Rent for the immediately prior period, nor greater than three and one half (3½ %) percent over the Base Rent for the immediately prior period; provided, however, that the CPI Increases shall be calculated on a cumulative basis.

(iii) The Price Index for any relevant date shall be that published by the Bureau of Labor Statistics for the month containing such date, if computed for such month, or otherwise for the most recent month immediately preceding the month for which the application is to be made. Since a Price Index relevant to an application thereof may not be available as of the date on which a determination using the Price Index is to be made, necessary adjustments between Landlord and Tenant shall be made retroactively within a reasonable time after required computations can be readily completed.

(iv) As used herein, the "**Price Index**" shall mean the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, All Items (unadjusted) (1982-84=100), published monthly by the Bureau of Labor Statistics, U.S. Department of Labor, and first so published in 1988. If the Bureau of Labor Statistics should cease to publish such Index in its present form and calculated on the present basis, a comparable index or an index reflecting changes in the cost of living determined in a similar manner or by substitution, combination or weighting of available indices, expenditure groups, items, components or population, published by the Bureau of Labor Statistics or by a responsible financial periodical or recognized authority shall be reasonably designated by Landlord to be the Price Index thereafter.

C. Payment of Rent.

(i) The term "**Rent**" as used in this Lease shall mean Base Rent and Additional Rent. Landlord may apply payments made by Tenant towards the payment of any item of Base Rent and/or Additional Rent payable hereunder notwithstanding any designation by Tenant as to the items against which any such payment should be credited. Tenant agrees to pay the Rent in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at Landlord's address as set forth herein or such other place as Landlord may designate, without any set-off, offset, abatement or deduction whatsoever.

(ii) The Base Rent shall be payable in equal monthly installments, in advance, commencing on the Commencement Date and on the first (1st) day of each calendar month thereafter during the Term. If the Commencement Date shall occur on a date other than the first (1st) day of any calendar month, Tenant shall pay to Landlord, on the Commencement Date, an amount equal to such proportion of an equal monthly installment of Base Rent as the number of days from and including the Commencement Date bears to the total number of days in said calendar month. Landlord shall have the right to require Tenant to pay Base Rent when due by wire transfer of funds to an account designated from time to time by Landlord on at least thirty (30) days' advance notice to Tenant.

(iii) All sums other than Base Rent payable hereunder shall be deemed to be **"Additional Rent"** and shall be payable within ten (10) days of rendition of a statement therefor, unless other payment dates are hereinafter provided.

D. Rent Tax. Tenant shall, in addition to and together with the payments of Base Rent and any Additional Rent, pay to Landlord any and all sales or rent taxes required by any Governmental Agency to be collected by Landlord in connection with Base Rent and Additional Rent. Tenant shall also pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed or imposed and which become payable during the term of this Lease upon Tenant's fixtures, furniture, appliances and personal property installed or located in or about the Premises.

3. TAXES.

A. Defined Terms.

(i) **"Taxes"** shall mean the aggregate amount of real estate taxes and any special or other assessments (exclusive of penalties and interest thereon) imposed upon the Premises and real estate taxes or assessments imposed in connection with the receipt of income or rents from the Premises to the extent that same shall be in lieu of all or a portion of the aforesaid taxes or assessments, or additions or increases thereof, including, without limitation, (a) assessments made upon or with respect to any air rights (unless transferred to or used by any other property), and (b) any assessments levied after the date of this Lease for public benefits to the Premises which assessments, if payable in installments, shall be deemed payable in the maximum number of permissible installments and there shall be included in real estate taxes for each Tax Year in which such installments may be paid, the installments of such assessment so becoming payable during such Tax Year (in the manner in which such taxes and assessments are imposed as of the date hereof); provided, that if because of any change in the taxation of real estate, any other tax or assessment (including, without limitation, any occupancy, gross receipts, rental, income, franchise, transit or other tax) is imposed upon Landlord or the owner of the Premises, or the occupancy, rents or income therefrom, in substitution for or in addition to, any of the foregoing Taxes, such other tax or assessment shall be deemed part of the Taxes. With respect to any Tax Year all reasonable expenses, including reasonable attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes shall be considered as part of the Taxes for such year; provided, however, that such expenses shall not be included in Taxes to the extent they exceed the amount of any refund. Taxes shall not include, and Tenant shall not be required to pay, any franchise, excise, corporate, estate, inheritance, succession, capital levy or transfer tax imposed on Landlord, or any income, profits or revenue tax upon Landlord's income.

(ii) **"Assessed Valuation"** shall mean the amount for which the Premises is assessed by the taxing authorities for the purpose of imposition of Taxes.

(iii) **“Tax Year”** shall mean such period as is duly adopted by the City of Las Vegas as its fiscal year for real estate tax purposes.

B. Tax Payments.

(i) Tenant shall pay for each Tax Year, the Taxes payable with respect to the Premises (a **“Tax Payment”**). The Taxes shall be initially computed on the basis of the Assessed Valuation in effect at the time Landlord’s Statement is rendered (as the Taxes may have been settled or finally adjudicated prior to such time) regardless of any then pending application, proceeding or appeal respecting the reduction of any such Assessed Valuation, but shall be subject to subsequent adjustment as hereinafter provided.

(ii) Tenant shall make the Tax Payment within thirty (30) days of rendition of a Landlord’s Statement, but shall not be obligated to make the Tax Payment earlier than thirty (30) days prior to the date that such payment is due (without penalties or interest) to the taxing authority. Tenant shall be obliged to pay the Tax Payment regardless of whether Tenant is exempt, in whole or in part, from the payment of any Taxes by reason of Tenant’s diplomatic status or otherwise. Provided that Tenant has made the Tax Payment in a timely fashion as provided herein, Tenant shall not be required to pay any interest or penalties imposed as a result of late payment of Taxes.

(iii) In the event that, after a Landlord’s Statement has been sent to Tenant, an Assessed Valuation which had been utilized in computing the Taxes for a Tax Year is reduced (as a result of settlement, final determination of legal proceedings or otherwise), and as a result thereof a refund of Taxes is actually received by or on behalf of Landlord, then, promptly after receipt of such refund, Landlord shall send Tenant a statement adjusting the Tax Payment for such Tax Year (taking into account the expenses mentioned in the last sentence of Subsection A(i) of this Article) and setting forth such refund and Tenant shall be entitled to receive such refund by way of a credit against the Rent next becoming due after the sending of such Landlord’s Statement, or if at the end of the Term there shall not be any further payments remaining against which Landlord can credit any such overpayment due Tenant, Landlord shall promptly deliver to Tenant a check in the amount of the refund due Tenant; provided, however, that (A) Tenant’s refund shall be limited to the amount, if any, which Tenant had theretofore paid to Landlord as a Tax Payment on the basis of the Assessed Valuation before it had been reduced, and (B) if Tenant is in default in the payment of Base Rent or Additional Rent hereunder at such time, Tenant shall not receive such credit until such time as such default has been cured by Tenant.

(iv) Any Landlord’s Statement sent to Tenant shall be binding upon Tenant unless, within one hundred twenty (120) days after such statement is sent, Tenant shall (a) pay to Landlord the amount set forth in such statement, without prejudice to Tenant’s right to dispute the same, and (b) send a written notice to Landlord objecting to such statement and specifying the particular respects in which such statement is claimed to be incorrect.

(v) Tenant shall have the right to contest Taxes including the right to obtain a reduction in the Assessed Valuation for the purpose of reducing any tax assessment. In the event Tenant elects to contest Taxes, then without expense or liability to Landlord, Landlord shall cooperate with Tenant and execute any document which may be reasonably necessary and proper for any proceeding. If a tax reduction is obtained, there shall be a subsequent reduction in Tenant’s Tax Payment for such tax year, and any excess payments shall be credited or refunded (as provided in subparagraph (iv) above) when all refunds to which Landlord is entitled to from the taxing authority have been received by Landlord. In the event that Tenant elects not to contest Taxes for a particular Tax Year, Tenant shall be required to give Landlord written notice of its election not to contest, no later than thirty (30) days prior to

the last day on which a contest may be filed. Landlord shall have the right, in its sole discretion, to pursue such contest without expense or liability to, and Tenant shall cooperate with Landlord and execute any document which may be reasonably necessary and proper in connection therewith.

C. Expiration of Term. The expiration or termination of this Lease during any year for any part or all of which there are any payments due under this Article shall not affect the rights or obligations of the parties hereto respecting such increase and any statement relating to such payments may, on a pro rata basis, be sent subsequent to, and all such rights and obligations shall survive, any such expiration or termination. Any payments due under any such statement shall be payable within thirty (30) days after such statement is sent.

4. ALTERATIONS.

A. Defined Terms.

(i) **“Alterations”** shall mean and include all installations, changes, alterations, restorations, renovations, decorations, replacements, additions, improvements and betterments made in or to the Premises by Tenant, and shall include the construction of any Improvements.

(ii) **“Governmental Agency(ies)”** shall mean the federal government and any state, county, city, borough and municipality, and any division, agency, subdivision, bureau, office, commission, board, authority and department thereof, and any public officer or official and any quasi-governmental officials and authorities, and any insurance boards, having jurisdiction over the Premises, the Real Property, the Building and/or the Premises.

(iii) **“Legal Requirements”** shall mean and include all laws orders, ordinances, directions, notices, rules and regulations of any Governmental Agencies.

(iv) **“Permits”** shall mean all governmental permits, approvals, licenses, authorizations, waivers, consents and certificates which may be required in connection with the performance of any Alterations.

(v) **“Plans and Specifications”** shall mean plans and specifications prepared by a licensed architect or engineer, in sufficient detail to be accepted for filing (if filing is required) by the Building Department (or any successor or other Governmental Agency serving a similar function) (or sufficient for execution of construction if no filing is required) of any Alterations, Landlord’s Work, Tenant’s Work or other construction.

B. Alterations Within Premises.

(i) Tenant shall have the right to construct such Improvements and make such Alterations thereto as Tenant deems necessary or desirable from time to time in Tenant’s sole discretion, provided, however, that Tenant shall be obligated to construct the Terminal within _____ of the Commencement Date (subject to extension by reason of Unavoidable Delay) and to thereafter continuously maintain and operate the Terminal during the Term.

(ii) It shall be Tenant’s responsibility and obligation to ensure that all Alterations: (1) shall be made at Tenant’s own cost and expense, (2) shall comply with all Legal Requirements, and (3) shall be made promptly and in a good and workmanlike manner.

C. Required Submissions; Permits. Prior to commencing the performance of any Alterations, Tenant shall furnish to Landlord:

- (i) The Plans and Specifications for such Alterations.
- (ii) A certificate evidencing that Tenant (or Tenant's contractors) has (have) procured and paid for worker's compensation insurance covering all persons employed in connection with the work, who might assert claims for death or bodily injury against Landlord, Tenant, the Real Property, and/or the Improvements as reasonably required by Landlord, and such additional personal injury and property damage insurance (over and above the insurance required to be carried by Tenant pursuant to the provisions of this Lease), builder's risk, fire and other casualty insurance as Landlord may reasonably require in connection with the Alterations.
- (iii) All Permits required by any applicable Legal Requirements, all of which shall be obtained at Tenant's cost and expense. Landlord shall with reasonable promptness sign the applications for such Permits prepared by Tenant which require Landlord's signature and otherwise reasonably cooperate with Tenant to obtain the same.

D. Completion of Alterations.

(i) Tenant, at Tenant's sole cost and expense, shall complete all Alterations in accordance with the provisions of this Lease. Alterations shall be deemed completed at such time as (a) all certifications, approvals, licenses and permits with respect to such Alterations that may be required to evidence compliance with all Legal Requirements have been obtained and delivered to Landlord, and (b) Tenant shall (1) furnish evidence reasonably satisfactory to Landlord that all Alterations have been completed and paid for in full and that any and all liens therefor that have been or might be filed have been discharged of record or waived and that no security interests relating thereto are outstanding, (2) pay Landlord for the cost of any work performed by Landlord on Tenant's behalf in connection with such Alterations, (3) except as to decorative Alterations, furnish Landlord with one (1) set of sepia mylar transparent reproducible "as built" drawings of the Premises together with four (4) sets of prints of the same, and the same in CADD format, and (4) except as to decorative Alterations, furnish an affidavit in the form recommended by the American Institute of Architects from Tenant's registered architect certifying that the Alterations have been performed in accordance with the Plans and Specifications.

(ii) Tenant shall keep accurate and complete cost records of all Alterations performed by Tenant, and upon Landlord's request, shall furnish to Landlord true copies thereof and/or of all contracts entered into and work orders issued by Tenant in connection therewith

E. Liens.

(i) In no event shall any material or equipment be incorporated in or affixed to the Premises in connection with any Alterations which is subject to any lien, encumbrances, chattel mortgage, security interest, charge of any kind whatsoever, or is subject to any conditional sale or other similar or dissimilar title retention agreement. Tenant shall not create or permit to be created any lien, encumbrance or charge (levied on account of any taxes or any mechanic's, laborer's or materialman's lien, conditional sale, title retention agreement or otherwise) (collectively, "**Liens**") which might be or become a lien, encumbrance or charge upon the Real Property or the Improvements or any part thereof or the income

therefrom, and Tenant shall not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Real Property or the Improvements or any part thereof might be impaired.

(ii) Subject to the provisions of Subsection D of Article 6, if any Lien shall at any time be filed against the Real Property or the Improvements or any part thereof, then Tenant, within thirty (30) days after Tenant shall have received notice of the filing thereof and at Tenant's cost and expense, shall cause the same to be discharged of record by bonding or otherwise. If Tenant shall fail to cause such Lien to be discharged within the aforesaid period, then, in addition to any other right or remedy, Landlord may discharge the same either by paying the amount claimed to be due or by procuring the discharge of such Lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such Lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the Interest Rate, shall constitute Additional Rent payable by Tenant under this Lease.

F. Miscellaneous Conditions.

(i) Landlord shall not be liable for any damage to Tenant's property or the property of any other person, caused by Alterations made by Tenant. Tenant shall promptly correct any faulty or improper Alteration made by Tenant and shall repair any and all damage caused thereby. Upon Tenant's failure to promptly make such corrections and repairs, Landlord may make such corrections and repairs and charge Tenant for the cost thereof and any such charge shall be deemed Additional Rent. The review and/or approval by Landlord, its agents, consultants and/or contractors, of any Alterations or of Plans and Specifications therefor, are solely for the benefit of Landlord, and neither Landlord nor any of its agents, consultants or contractors shall have any duty toward Tenant; nor shall Landlord or any of its agents, consultants and/or contractors be deemed to have made any representation or warranty to Tenant, or have any liability, with respect to the safety, adequacy, correctness, efficiency or compliance with Legal Requirements of any Plans and Specifications, Alterations or any other matter relating thereto.

(ii) If Tenant shall fail to comply with any provision of this Article (beyond notice and the expiration of any applicable cure period), Landlord, in addition to any other remedy herein provided, may require Tenant to immediately cease all work being performed in the Premises by or on behalf of Tenant, and Landlord may deny access to the Premises to any person performing work or supplying materials in the Premises.

G. Removal of Alterations.

(i) All movable property, furniture, furnishings and trade fixtures furnished by or at the expense of Tenant, other than those affixed to the Premises so that they cannot be removed without damage and other than those replacing an item theretofore furnished and paid for by Landlord or for which Tenant has received a credit or allowance, shall remain the property of Tenant, and may be removed by Tenant from time to time prior to the expiration of the Term. All Alterations made by Tenant, including all paneling, decorations, partitions, railings, mezzanine floors, galleries and the like, which are affixed to the Premises, shall become the property of Landlord and shall be surrendered with the Premises at the end of the Term.

(ii) In any case where Tenant removes any property or Alterations in accordance with Subsection H(i) or otherwise, Tenant shall immediately repair all damage caused by said removal, cap all electrical, plumbing and waste disposal lines in accordance with sound construction practice, and

shall restore the Premises to good order and condition at Tenant's expense. Upon Tenant's failure to remove any such property or Alterations, Landlord may: (a) remove all such property and Alterations which Landlord may require Tenant to remove pursuant to Subsection H(i), (b) cause the same to be placed in storage, (c) repair any damage caused by said removal and restore the Premises to good order and condition, or (d) deem such property and Alterations to have been abandoned by Tenant, and retain and dispose of said items without any liability to Tenant and without accounting to Tenant for the proceeds thereof. Tenant shall reimburse Landlord for all of the expenses incurred by Landlord in connection therewith.

(iii) All Improvements and Alterations not removed by Tenant at the end of the Term must be delivered to Landlord in good condition and must be free of any violations and liens.

(iv) The provisions of this Subsection H shall survive the expiration or sooner termination of the Term, whereupon any and all monetary obligations of Tenant pursuant thereto shall be deemed damages recoverable by Landlord.

5. REPAIRS; MAINTENANCE.

A. Tenant's Obligations. Tenant shall, throughout the Term, take good care of the Premises, the Improvements and the equipment, fixtures and appurtenances therein, and make all repairs thereto as and when needed to preserve them in good working order and condition, whether structural or non-structural, ordinary or extraordinary, reasonable wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted. In addition, all damage or injury to the Premises or to any other part of the Premises, or to its fixtures, equipment and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from any Alterations made by Tenant or Tenant's or any Tenant Party's acts or omissions, shall be repaired promptly by Tenant, at its sole cost and expense, to the reasonable satisfaction of Landlord. All the aforesaid repairs shall be of quality and class equal to the original work or construction and shall be made in accordance with the provisions of Article 4 hereof.

B. Landlord's Obligations. Tenant acknowledges that there are no services to be rendered to the Premises by Landlord.

6. REQUIREMENTS OF LAW.

A. Legal Requirements. Tenant, at its sole expense, shall comply with all Legal Requirements which shall now or hereafter impose any violation, order or duty upon Landlord or Tenant with respect to the Premises as a result of the use, occupation or alteration thereof by Tenant. Tenant shall promptly notify Landlord if it receives notice of any violation of, or defaults under, any Legal Requirements, liens or other encumbrances applicable to the Premises.

B. Insurance Requirements. Tenant shall not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with any insurance policies covering the Premises and fixtures and property therein; and shall not do, or permit anything to be done in or upon the Premises, or bring or keep anything therein, except as now or hereafter permitted by Legal Requirements.

C. Licenses. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business and if the failure to secure such license or permit would, in any way, affect Landlord or the Premises, then Tenant, at Tenant's expense, shall promptly procure and thereafter

maintain, submit for inspection by Landlord, and at all times comply with the terms and conditions of, each such license or permit.

D. Tenant's Right to Contest Legal Requirements and Liens. Tenant, at its sole cost and expense and after notice to Landlord, may contest, by appropriate proceedings prosecuted diligently and in good faith, the legality or applicability of any Legal Requirements or Liens affecting the Premises only, provided that (a) Landlord (or any Landlord Party) is not subject to imprisonment or to prosecution for a crime, and the Premises or any part thereof is not subject to being condemned or vacated, and the certificate of occupancy for the Premises will not be suspended by reason of non-compliance or by reason of such contest; (b) before the commencement of such contest, if Landlord or any Landlord Party may be subject to any civil fines or penalties or criminal penalties or if Landlord may be liable to any independent third party as a result of such non-compliance, Tenant shall furnish to Landlord either (1) a bond of a surety company satisfactory to Landlord, in form and substance reasonably satisfactory to Landlord, and in an amount equal to one hundred twenty (120%) percent of the sum of (A) the cost of such compliance, (B) the criminal or civil penalties or fine that may accrue by reason of such non-compliance (as reasonably estimated by Landlord), and (C) the amount of such liability to independent third parties (as reasonably estimated by Landlord), and shall indemnify Landlord (and any Landlord Party) against the cost of such compliance and liability resulting from or incurred in connection with such contest or non-compliance (except that Tenant shall not be required to furnish such bond to Landlord if it has otherwise furnished any similar bond required by law to the appropriate governmental authority and has named Landlord as a beneficiary thereunder), or (2) other security reasonably satisfactory in all respects to Landlord; (c) such non-compliance or contest does not constitute or result in a violation (either with the giving of notice or the passage of time or both) of the terms of any Mortgage, or if such Mortgage conditions such non-compliance or contest upon the taking of action or furnishing of security by Landlord, such action is taken or such security is furnished in either case at the expense of Tenant; and (d) Tenant keeps Landlord regularly advised as to the status of such proceedings. Without limiting the applicability of the foregoing, Landlord (or any Landlord Party) shall be deemed subject to prosecution for a crime if Landlord (or any Landlord Party), a Mortgagee or any of their members, officers, directors, partners, shareholders, agents or employees is charged with a crime of any kind whatsoever, unless such charges are withdrawn ten (10) days before Landlord (or any Landlord Party), or such Mortgagee, or such member, officer, director, partner, shareholder, agent or employee, as the case may be, is required to plead or answer thereto.

7. SUBORDINATION.

A. Right to Finance. Landlord may assign this Lease to any person or entity, including any Mortgagee. Tenant shall execute, acknowledge and deliver any documents reasonably requested by Landlord, any such transferee, or Mortgagee relating to such assignment of the Lease by Landlord or the Mortgage financing. If Landlord proposes to refinance any Mortgage, Tenant shall cooperate in the process in good faith.

B. Subordination. Provided that Tenant receives an SNDA pursuant to Subsection E below, this Lease is and shall be subject and subordinate to each and every trust indenture and mortgage (collectively the "**Mortgages**") which may now or hereafter affect the Premises, and to all renewals, extensions, supplements, amendments, modifications, consolidations, and replacements thereof or thereto, substitutions therefor and advances made thereunder. This clause shall be self-operative and no further instrument of subordination shall be required to make the interest of any trustee or mortgagee of a Mortgage (a "**Mortgagee**") superior to the interest of Tenant hereunder. In confirmation of such subordination, however, Tenant shall, within ten (10) days following Landlord's written request, execute any certificate that Landlord may request. If, in connection with the financing of the Premises, any

lending institution shall request reasonable modifications of this Lease that do not increase the obligations (other than to a *de minimis* extent, such as the requirement for additional notices) or adversely affect or diminish any of the rights of Tenant under this Lease, Tenant covenants to make such modifications.

C. Attornment. (i) If at any time prior to the expiration of the Term, any Mortgage shall be foreclosed, Tenant agrees, at the election and upon demand of any owner of the Premises, or of any mortgagee in possession of the Premises, to attorn, from time to time, to any such owner or mortgagee, upon the then executory terms and conditions of this Lease, for the remainder of the term originally demised in this Lease, provided that such owner or mortgagee, as the case may be, or receiver caused to be appointed by any of the foregoing, shall not then be entitled to possession of the Premises. The provisions of this Subsection C shall inure to the benefit of any such owner, and shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Tenant, however, upon demand of any such owner or mortgagee, agrees to execute, from time to time, instruments in confirmation of the foregoing provisions of this Subsection C, satisfactory to any such owner or mortgagee, acknowledging such attornment and setting forth the terms and conditions of its tenancy. Nothing contained in this Subsection C shall be construed to impair any right otherwise exercisable by any such owner or mortgagee.

(ii) In the event of any act or omission of Landlord constituting a default by Landlord, Tenant shall not exercise any remedy until Tenant has given Landlord and any Mortgagee of the Premises written notice of such act or omission, and until a reasonable period of time (not less than 10 business days) to allow Landlord or Mortgagee to remedy such act or omission shall have elapsed following receipt of such notice. However, if such act or omission cannot, with due diligence and in good faith, be remedied within such period or cannot be cured simply by the payment of money, Landlord and Mortgagee shall be allowed such further period of time as may be reasonably necessary provided that it commences remedying the same with due diligence and in good faith and thereafter diligently prosecutes such cure. Nothing herein contained shall be construed or interpreted as requiring any Mortgagee receiving such notice to remedy such act or omission.

D. Certificates; Financial Data. (i) Each party agrees, from time to time, within ten (10) business days next following request by the other, to deliver a written statement executed and acknowledged by such party, in form reasonably satisfactory to the other (i) stating whether this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (ii) setting forth the date to which the Rent, additional rent and other charges hereunder have been paid, together with the amount of Base Rent then payable, (iii) stating whether or not, to the best knowledge of the signer, the other is in default under this Lease, and, if so, setting forth the specific nature of all such defaults, (iv) stating the amount of the security deposit under this Lease, (v) stating whether there are any subleases affecting the Premises, and (vi) stating the address of the signer to which all notices and communications under the Lease shall be sent, the Commencement Date and the Expiration Date. Tenant shall also include in any such statement such other information concerning this Lease as Landlord may reasonably request. Landlord and Tenant each acknowledge that any statement delivered pursuant to this Subsection may be relied upon by the party requesting the certificate and by other with whom such party may be dealing.

(ii) Within ten (10) days of Landlord's written request, Tenant shall deliver to Landlord and to any Mortgagee, or purchaser designated by Landlord the following information: an audited balance sheet of Tenant as at the end of Tenant's most recent fiscal year, and an audited statement of cash flows of Tenant for such year, setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year in reasonable detail and scope and certified by independent certified public accountants of recognized national standing selected by Tenant; and a balance sheet as at the end

of Tenant's most recent fiscal quarter, a statement of cash flows of Tenant for such quarter, setting forth in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year (or in the case of an interim balance sheet, to the end of the prior year), in reasonable detail and scope, and certified to be complete and accurate by a financial officer of Tenant having knowledge thereof; the foregoing financial statements all being prepared in accordance with generally accepted accounting principles, consistently applied.

(iii) Tenant shall deliver to Landlord an annual operating expense statement for the Premises in detail reasonably satisfactory to Landlord and certified to be complete and accurate by an officer of Tenant.

(iv) Tenant shall permit Landlord and any Mortgagee or prospective Mortgagee, at their expense, to meet with management personnel of Tenant at Tenant's offices and to discuss Tenant's business and finances. On request of Landlord, Tenant agrees to provide any Mortgagee or prospective Mortgagee the information to which Landlord is entitled hereunder. If any such information is non-public each party requesting such information shall sign a confidentiality agreement in form and substance satisfactory to Tenant prior to such Mortgagee's or prospective Mortgagee's receiving such information.

E. Subordination and Non-Disturbance Agreement. Landlord agrees to obtain from the holders of any current or future Mortgages, a Subordination and Non-Disturbance Agreement ("SNDA") in favor of Tenant on such Mortgagee's standard commercially reasonable form, which Tenant agrees to execute and deliver to Landlord within ten (10) business days after receipt thereof. Landlord and Tenant agree that the form of SNDA which is annexed hereto and made a part hereof as Exhibit 9 constitutes a commercially reasonable form, subject to such reasonable modifications as may be required by any Mortgagee or as may be necessary to reflect then current standard commercial practice; provided, however, that any such modifications shall not (a) increase the Rent or other economic obligations of Tenant under this Lease or increase any other obligation of Tenant under this Lease or increase Tenant's liabilities under this Lease, in each case except to a *de minimis* extent; or (b) decrease the obligations of Landlord under this Lease, or (c) adversely affect Tenant's use and occupancy of the Premises for the Permitted Uses or decrease Tenant's rights under this Lease.

8. HAZARDOUS MATERIALS.

A. Tenant (i) shall comply, and cause the Premises to comply, with all Environmental Laws applicable to the Premises (including the making of all submissions to governmental authorities required by Environmental Laws and the carrying out of any remediation program specified by such authority), (ii) shall prohibit the use of the Premises for the generation, manufacture, refinement, production, or processing of any Hazardous Material or for the storage, handling, transfer or transportation of any Hazardous Material (other than in connection with the operation, business and maintenance of the Premises for the Permitted Uses and in compliance with Environmental Laws), (iii) shall not permit to remain, install or permit the installation on the Premises of any surface impoundments, underground storage tanks, pcb-containing transformers or asbestos-containing materials (other than as reasonably required in connection with the operation, business and maintenance of the Premises for the Permitted Uses and in compliance with Environmental Laws, but in no event for any Premises Prohibited Uses), and (iv) shall cause any alterations of the Premises to be done in a way so as to not expose in an unsafe manner the persons working on or visiting the Premises to Hazardous Materials and in connection with any such alterations shall remove any Hazardous Materials present upon the Premises which are not in compliance with Environmental Laws or which present a danger to persons working on or visiting the Premises.

B. “**Environmental Laws**” means the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901, et seq. (RCRA), as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 et seq. (CERCLA), as amended, the Toxic Substance Control Act, as amended, 15 U.S.C. §§2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §§136 et seq., and all applicable federal, state and local environmental laws, ordinances, rules and regulations, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted, and any other federal, state or local laws, ordinances, rules and regulations, now or hereafter existing relating to regulations or control of Hazardous Material or materials. The term “**Hazardous Materials**” as used in this Lease shall mean substances defined as “hazardous substances”, “hazardous materials”, “hazardous wastes” or “toxic substances” in any applicable federal, state or local statute, rule, regulation or determination, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§1801, et seq.; the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, et seq.; and, asbestos, pcb’s, radioactive substances, methane, volatile hydrocarbons, petroleum or petroleum-derived substances or wastes, radon, industrial solvents or any other material as may be specified in applicable law or regulations.

C. (i) Tenant agrees to protect, defend, indemnify and hold harmless the Landlord Indemnitees, and any successors to Landlord’s interest in the chain of title to the Premises, their direct or indirect members, partners, directors, officers, employees, and agents (collectively, the “**Indemnified Parties**”), from and against any and all liability, including all foreseeable and all unforeseeable damages including attorney’s and consultant’s fees, fines, penalties and civil or criminal damages, directly or indirectly arising out of the use, generation, storage, treatment, release, threatened release, discharge, spill, presence or disposal of Hazardous Materials from, on, at, to or under the Premises during the Term of this Lease, and the cost of any required or necessary repair, response action, remediation, investigation, cleanup or detoxification and the preparation of any closure or other required plans in connection therewith. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities Tenant may have to Landlord at common law under all statutes and ordinances or otherwise, and shall survive the expiration or termination of this Lease without limit of time. Tenant expressly agrees that the representations, warranties and covenants made and the indemnities stated in this Lease are not personal to Landlord, and the benefits under this Lease may be assigned to subsequent parties in interest to the chain of title to the Premises, which subsequent parties in interest may proceed directly against Tenant to recover pursuant to this Lease. Tenant, at its expense, may institute appropriate legal proceedings with respect to environmental matters of the type specified in this paragraph or any lien for such environmental matters, not involving Landlord or its Mortgagee as a defendant (unless Landlord or its mortgagee is the alleged cause of the damage), conducted in good faith and with due diligence, provided that such proceedings shall not in any way impair the interests of Landlord or Mortgagee under this Lease or contravene the provisions of any Mortgage. Counsel to Tenant in such proceedings shall be reasonably approved by Landlord if Landlord is a defendant in the same proceeding. Landlord shall have the right to appoint co-counsel, which co-counsel will cooperate with Tenant’s counsel in such proceedings. The fees and expenses of such co-counsel shall be paid by Landlord, unless such co-counsel are appointed because the interests of Landlord and Tenant in such proceedings, in such counsel’s opinion, are or have become adverse, or Tenant or Tenant’s counsel is not conducting such proceedings in good faith or with due diligence.

(ii) Landlord agrees to protect, defend, indemnify and hold harmless the Tenant, its direct or indirect members, partners, directors, officers, employees, and agents (collectively, the “**Indemnified Parties**”), from and against any and all liability, including all foreseeable and all unforeseeable damages including attorney’s and consultant’s fees, fines, penalties and civil or criminal

damages, directly or indirectly arising out of the use, generation, storage, treatment, release, threatened release, discharge, spill, presence or disposal of Hazardous Materials from, on, at, to or under the Premises prior to the Term of this Lease, and the cost of any required or necessary repair, response action, remediation, investigation, cleanup or detoxification and the preparation of any closure or other required plans in connection therewith. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities Landlord may have to Tenant at common law under all statutes and ordinances or otherwise, and shall survive the expiration or termination of this Lease without limit of time.

D. Tenant, upon ten (10) days' prior written notice (except in case of emergency) shall permit as Landlord or its representatives or designees ("**Site Reviewers**") on the Premises for the purpose of determining whether there exists on the Premises any environmental condition which may result in any liability, cost or expense to Landlord ("**Site Assessments**"). Such Site Assessments may include both above and below the ground testing for environmental damage or the presence of Hazardous Material on the Premises and such other tests on the Premises as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Landlord shall use reasonable efforts to minimize any interference with the conduct of Tenant's business as a result of any Site Assessments, without, however, being obligated to incur any additional expense. Tenant shall be permitted to have its representatives present while any Site Assessment is being conducted. Landlord agrees that unless it has reasonable cause to believe that an environmental condition exists at the Premises or unless required by any Mortgagee or potential Mortgagee, it shall not conduct a Site Assessment more often than once every three (3) years. Tenant shall supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments (other than information previously supplied in writing to Landlord by Tenant) and shall make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing and reporting all Site Assessments shall be paid by Landlord unless the Site Reviewers discover an environmental condition created by Tenant causing the Premises not to be in compliance with applicable Environmental Laws, in either of which events such cost will be paid by Tenant within ten (10) calendar days after demand by Landlord with interest to accrue at the Interest Rate. Landlord, promptly after written request by Tenant and payment by Tenant to the extent required as aforesaid, shall deliver to Tenant copies of reports, summaries or other compilations of the results of such Site Assessments. Tenant's sole remedy for Landlord's breach of the preceding sentence shall be a mandatory injunction, and not a termination of this Lease or a withholding or reduction of Rent.

E. Tenant shall notify Landlord in writing, promptly upon Tenant's learning thereof, of any:

(a) notice or claim to the effect that Tenant is or may be liable to any person as a result of the release or threatened release of any Hazardous Material into the environment from the Premises;

(b) notice that Tenant is subject to investigation by any governmental authority evaluating whether any remedial action is needed to respond to the release or threatened release of any Hazardous Material into the environment from the Premises;

(c) notice that the Premises are subject to an environmental lien; and

(d) notice of violation to Tenant or awareness by Tenant of a condition which might reasonably result in a notice of violation of any applicable Environmental Law that could, in either case, have a material adverse effect upon the Premises.

9. INSURANCE.

A. Tenant's Insurance.

(i) Tenant shall obtain and thereafter maintain during the Term, on or before the Commencement Date, the following:

(a) comprehensive all risk insurance ("**Casualty Insurance**") including, but not limited to, loss caused by any type of windstorm or hail on the Improvements and the personal property, (A) in an amount equal to one hundred (100%) percent of the "**Full Replacement Cost**", which for purposes of this Lease shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation, (B) containing an agreed amount endorsement with respect to the Improvements and personal property waiving all co-insurance provisions or to be written on a no co-insurance form; (C) providing for no deductible in excess of Ten Thousand and 00/100 Dollars (\$10,000.00) for all such insurance coverage excluding windstorm and earthquake; and (D) if any of the Improvements or the use of the Premises shall at any time constitute legal non-conforming structures or uses, coverage for loss due to operation of law in an amount equal to the Full Replacement Cost, coverage for demolition costs and coverage for increased costs of construction. In addition, Tenant shall obtain: (x) if any portion of the Improvements is currently or at any time in the future located in a federally designed "special flood hazard area", the flood hazard insurance in an amount equal to the maximum amount of such insurance available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended, and (y) earthquake insurance in amounts and in form and substance satisfactory to Landlord and/or any Mortgagee in the event the Property is located in an area with a high degree of seismic activity;

(b) business income or rental loss insurance (A) with loss payable to Landlord and/or any Mortgagee; (B) covering all risks required to be covered by the insurance provided for in subparagraph (i) above; (C) in an amount equal to one hundred (100%) percent of the Base Rent and all Additional Rent for a period of at least two (2) years after the date of the Casualty; and (D) containing an extended period of indemnity endorsement which provides that after the physical loss to the Improvements and personal property has been repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration of six (6) months from the date that the Restoration Work is completed and operations are resumed, whichever first occurs, and notwithstanding that the policy may expire prior to the end of such period. Nothing herein contained shall be deemed to relieve Tenant of its obligations to pay the Rent on the respective dates of payment provided for in this Lease except to the extent such amounts are actually paid out of the proceeds of such business income or rental loss insurance;

(c) at all times during which structural construction, repairs or alterations are being made with respect to the Improvements, (A) owner's contingent or protective liability insurance, otherwise known as Owner Contractor's Protective Liability, covering claims not covered by or under the terms or provisions of the commercial general liability insurance policy, and (B) the insurance provided for in subparagraph (i) above written in a so-called builder's risk completed value form (1) on a non-reporting basis, (2) against all risks insured against pursuant to subparagraph (i) above, (3) including permission to occupy the Premises, and (4) with an agreed amount endorsement waiving co-insurance provisions;

(d) comprehensive boiler and machinery insurance, if steam boilers or other pressure-fixed vessels are in operation, in amounts as shall be reasonably required by Landlord and/or any Mortgagee on terms consistent with the Casualty Insurance policy required under subparagraph (i) above;

(e) commercial general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Premises, such insurance (A) to be on the so-called "occurrence" form with a combined limit of not less than Three Million and 00/100 (\$3,000,000.00) Dollars in the aggregate and One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; (B) to continue at not less than the aforesaid limit until required to be changed by Landlord and/or any Mortgagee in writing by reason of changed economic conditions making such protection inadequate, and (C) to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis, (3) independent contractors; (4) blanket contractual liability for all written contracts; and (5) contractual liability covering the indemnities contained in Article 31 to the extent the same is available;

(f) automobile liability coverage for all owned and non-owned vehicles, including rented and leased vehicles containing minimum limits per occurrence of One Million and 00/100 (\$1,000,000.00) Dollars;

(g) worker's compensation and employee's liability subject to the worker's compensation laws of Florida;

(h) umbrella and excess liability insurance in an amount not less than Ten Million and 00/100 (\$10,000,000.00) Dollars per occurrence on terms consistent with the commercial general liability insurance policy required under subparagraph (v) above, including, but not limited to, supplemental coverage for employer liability and automobile liability, which umbrella liability coverage shall apply in excess of the automobile liability coverage in subparagraph (vi) above;

(i) liquor liability insurance (if liquor is sold from or served at the Premises);

(j) the insurance required under this Article shall cover perils of terrorism and acts of terrorism and Tenant shall maintain insurance for loss resulting from perils and acts of terrorism on terms (including amounts) consistent with those required hereunder at all times during the Term; and

(k) upon thirty (30) days written notice, such other reasonable insurance, including, but not limited to, sinkhole or land subsidence insurance, and in such reasonable amounts as Landlord and/or any Mortgagee from time to time may reasonably request against such other insurable hazards which at the time are commonly insured against for property similar to the Premises located in or around the region in which the Premises are located.

(ii) All insurance provided for in subparagraph (a) above, shall be obtained under valid and enforceable policies (collectively, the "**Policies**" or in the singular, the "**Policy**"), and shall be subject to the reasonable approval of Landlord and/or any Mortgagee as to insurance companies, amounts, deductibles, loss payees and insureds. The Policies shall be issued by financially sound and responsible insurance companies authorized to do business in the State of Florida and having a claims paying ability rating of "A" or better (and the equivalent thereof) by at least two (2) nationally recognized statistical rating agencies acceptable to Landlord. The Policies (other than those strictly limited to liability protection) shall designate Landlord and/or any Mortgagee as loss payee. Not less than thirty (30) days

prior to the expiration dates of the Policies theretofore furnished to Landlord, certificates of insurance evidencing the Policies accompanied by evidence satisfactory to Landlord of payment of the premiums due thereunder (the “**Insurance Premiums**”), shall be delivered by Tenant to Landlord.

(iii) All Policies provided for or contemplated by subparagraph (a) above, except for the Policy referenced in clause (vii) thereof, shall name Landlord as the insured and Tenant and/or any Mortgagee as the additional insureds, as their interests may appear, and in the case of property damage, boiler and machinery, flood and earthquake insurance, shall contain a so-called New York standard non-contributing mortgagee clause in favor of Mortgagee providing that the loss thereunder shall be payable to Mortgagee.

(iv) All Policies shall contain clauses or endorsement to the effect that:

(a) No act or negligence of Tenant, or anyone acting for Tenant, or of any subtenant or other occupant, or failure to comply with the provisions of any Policy, which might otherwise result in a forfeiture of the insurance of any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as Landlord and/or any Mortgagee are concerned;

(b) the Policy shall not be materially changed (other than to increase the coverage provided thereby) or canceled without at least thirty (30) days written notice to Landlord and any other party named therein as an additional insured;

(c) the issuers thereof shall give written notice to Landlord and/or any Mortgagee if the Policy has not been renewed thirty (30) days prior to its expiration; and

(d) neither Landlord nor any Mortgagee shall be liable for any Insurance Premiums thereon or subject to any assessments thereunder.

(v) If at any time Landlord is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Landlord shall have the right, without notice to Tenant, to take such action as Landlord deems necessary to protect its interest in the Premises, including the obtaining of such insurance coverage as Landlord in its sole discretion deems appropriate after three (3) business days notice to Tenant if prior to the date upon which any such coverage will lapse, or at any time Landlord deems necessary (regardless of prior notice to Tenant) to avoid the lapse of any such coverage. All premiums incurred by Landlord in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Tenant to Landlord as Additional Rent upon demand with interest thereon at the Interest Rate.

B. Waiver of Subrogation. The parties hereto shall procure an appropriate clause in, or endorsement on, any fire or extended coverage property insurance covering the Premises and the Building and the Project, as well as personal property, fixtures and equipment located thereon or therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, and having obtained such clauses or endorsements of waiver of subrogation or consent to a waiver of right of recovery, will not make any claim against or seek to recover from the other for any loss or damage to its property or the property of others resulting from fire or other hazards covered by such fire and extended coverage insurance, provided, however that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by and be coextensive with the terms and provisions of the waiver of subrogation clause or endorsements or clauses or endorsements consenting to a waiver of right of recovery. If the payment of an additional premium is required for the inclusion of such waiver of subrogation provision, each party shall advise the other of the amount of any such additional premiums

and the other party at its own election may, but shall not be obligated to, pay the same. If such other party shall not elect to pay such additional premium, the first party shall not be required to obtain such waiver of subrogation provision.

10. DAMAGE OR DESTRUCTION.

A. If the whole or any portion of the Premises is damaged or destroyed by fire or other casualty (a “**Casualty**”), then Tenant shall immediately give notice thereof to Landlord, and unless Tenant shall exercise its termination option in connection with an End of Term Casualty, Tenant shall, at its cost and expense, repair, restore, rebuild or replace the damaged or destroyed improvements, fixtures or equipment, and complete the same as soon as reasonable possible, to the condition they were in prior to the Casualty, except for such changes in design or materials as may then be required by Legal Requirements (the repair, restoration, rebuilding and/or replacement work required of Tenant under this Article is herein collectively called the “**Restoration Work**”). The provisions and requirements of Article 5 shall apply with respect to the Restoration Work (and the same shall constitute Alterations).

B. Except as expressly provided in Subsection A(a)(ii) of Article 10, the obligation to pay Rent and to otherwise perform Tenant’s obligations hereunder shall continue unabated by reason of a Casualty, and there shall be no abatement or diminution of Rent or release from any of Tenant’s obligations hereunder by reason of a Casualty or any insurance proceeds deficiency with respect thereto regardless of the period of time, if any, during which the Premises or any part hereof remain untenable, any Legal Requirements to the contrary notwithstanding.

C. Promptly after any Casualty, Tenant shall submit proof of loss statements with the insurance company(ies) under the policies of Casualty Insurance and provide Landlord (and any Mortgagee) with a copy of all such submitted statements. Landlord (and any Mortgagee) shall have the right to adjust, collect and compromise any and all claims under all Policies of Casualty Insurance and to execute and deliver on behalf of Tenant all necessary proofs of loss, receipts, vouchers and releases required by the insurers. Tenant shall not settle any claim without the prior written approval of Landlord and any Mortgagee.

D. The proceeds of the Policies of Casualty Insurance in respect of the Casualty in question shall be paid either by the insurance company(ies) to Landlord or to any Mortgagee designated by Landlord for such purpose (which person being paid such proceeds is herein called the “**Casualty Depositary**”) in trust in accordance with the provisions of this Article. The term “**Net Casualty Insurance Proceeds**” shall mean the proceeds of the Policies of Casualty Insurance (in respect of the casualty in question) which are actually paid by the insurance company(ies), less the reasonable costs to the Casualty Depositary and/or Landlord of recovering, holding and/or paying out such proceeds pursuant to the provisions of this Article (including reasonable attorneys’ fees, costs and disbursements and, as applicable, the costs and expenses allocable to policing the requirements of Subsection F below, including the costs and expenses incurred in inspecting the Restoration Work and/or any Plans and Specifications therefor).

E. If the estimated cost of the Restoration Work, as reasonably determined by the Casualty Depositary, shall be \$100,000.00 or less, then the Casualty Depositary shall pay the Net Casualty Insurance Proceeds to Tenant, as trustee, and Tenant shall hold the same in trust to be applied toward the cost of the Restoration Work.

F. If the estimated cost of the Restoration Work, as reasonable determined by the Casualty Depositary, shall exceed \$100,000.00, then the Casualty Depositary shall hold the Net Casualty Insurance

Proceeds, and disburse the same to Tenant, as reimbursement for the costs of the Restoration Work, from time to time, as the Restoration Work progresses (but not more frequently than monthly), subject, however, in all events, to the following conditions:

(a) Each request for payment shall be made on ten (10) days prior written notice to the Casualty Depositary and shall be accompanied by a certificate made by the architect, engineer or other third party professional supervising the Restoration Work stating (x) that the part of the Restoration Work which has been completed has been performed substantially and in material compliance with the approved Plans and Specifications therefor, (y) that the amount requested is required to reimburse Tenant for payments by Tenant to, or is due to, the contractors, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the Restoration Work (giving a brief description of such services and materials), and that, in the reasonable opinion of such party, when added to all amounts previously paid out by the Casualty Depositary does not exceed the value of the Restoration Work performed to the date of such certificate, and (z) whether or not, in the reasonable opinion of such party, the amount of the Net Casualty Insurance Proceeds remaining in the hands of the Casualty Depositary will be sufficient on completion of the Restoration Work to pay for the same in full (giving in such detail, as the Casualty Depositary may reasonably require, an estimate of the costs of such completion).

(b) Each request shall be accompanied by waivers of lien for the work covered by the requisition immediately preceding the requisition in question reasonably satisfactory to the Casualty Depositary covering that part of the Restoration Work for which payment or reimbursement is being requested and by a search prepared by a title company or by other evidence reasonably satisfactory to the Casualty Depositary that there has not been filed with respect to the Premises any mechanics' or other lien or instrument for the retention of title in respect of any part of the Restoration Work which has not been discharged of record.

(c) The request for any payment after the Restoration Work has been substantially completed shall be accompanied by a copy of any certificate or certificates required by Legal Requirements to permit the legal occupancy of the Premises.

(d) If, any time prior to completion of the Restoration Work, the Casualty Depositary, in its reasonable judgment, shall determine that the Net Casualty Insurance Proceeds it is holding shall be insufficient to pay for the full completion of the Restoration Work, then Tenant shall pay the amount of such deficiency to the Casualty Depositary to be held and applied pursuant hereto along with the Net Casualty Insurance Proceeds or shall provide the Casualty Depositary with security for such payment acceptable to such Casualty Depositary.

G. If, during the last year of the Term hereof, fifty (50%) percent or more of the Premises is damaged or destroyed by Casualty (such Casualty, an **"End of Term Casualty"**), and prior to the End of Term Casualty Tenant shall not have exercised any available Renewal Option, then Tenant shall have the option, within fifteen (15) days of the occurrence of the End of Term Casualty, to terminate this Lease by a notice to Landlord (the **"Casualty Termination Notice"**) specifying such election pursuant hereto. Failure to timely deliver the Casualty Termination Notice shall be deemed an election by Tenant to perform all Restoration Work with respect to the End of Term Casualty in accordance with this Article. If Tenant shall have timely delivered the Casualty Termination Notice, the Term shall cease and come to an end on the day that is thirty (30) days following the date of delivery of such notice. Prior to the termination of this Lease pursuant to this Subsection:

(a) Tenant shall deliver such documents as Landlord may reasonably require to ensure payment of the proceeds of the Policies of Casualty Insurance;

(b) Tenant shall pay to Landlord (or its designee) the amount of any deductible set forth in Tenant's Casualty Insurance Policy; and

(c) Tenant shall be obligated to pay to Landlord all Base Rent, Additional Rent and other sums that would have been due and payable by Tenant under this Lease if the End of Term Casualty had not occurred and the term of this Lease would have expired as if it had not been terminated as aforesaid.

H. Notwithstanding anything to this Article to the contrary, if any Event of Default shall be continuing during any period that the Casualty Depositary is holding any insurance proceeds hereunder, then the Casualty Depositary shall not be required to release any such proceeds, and the Casualty Depositary shall have the right (but not the obligation) to apply the whole or any part of such proceeds to the cure or remedy of such Event of Default prior to paying over, holding and/or applying the same in accordance with the provisions hereof.

I. The provisions of this Article shall survive the expiration of sooner termination of this Lease.

11. CONDEMNATION.

A. Total Taking. If at any time during the Term, all or substantially all of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Landlord, Tenant and those authorized to exercise such right, then the following provisions shall apply:

(i) This Lease and the Term shall terminate and expire on the date of such taking and all Rent shall be apportioned and paid to the date of such taking.

(ii) The entire award for the taking of the Premises (without reduction therefrom for the value of any leasehold estate of Tenant hereunder or any value attributable to any Alterations made by Tenant) shall be paid either to Landlord or to a Mortgagee designed by Landlord for such purpose (in either event, the "**Condemnation Depositary**"), in trust, and shall be retained or paid by such Condemnation Depositary as follows:

(a) first, the Condemnation Depositary shall pay the reasonable fees and expenses incurred in collecting the award; and

(b) second, the balance of such award (if any) shall be paid to Landlord (and/or to any Mortgagee designed by Landlord for such purpose).

(iii) The term "substantially all of the Premises" shall be deemed to mean such portions of the Premises, as when so taken, would in Landlord's reasonable judgment leave remaining a balance of the Premises which (due either to the area so taken or the location of the part so taken in relation to the part not so taken) would not (assuming, to the extent feasible, the restoration of the portion of any existing improvements not taken and the construction of new improvements on any part of the Premises not taken), be capable of either (I) supporting Tenant's business operations, or (II) producing a fair and reasonable return as a rental property.

(iv) Nothing contained in this Article shall be deemed to prevent Tenant from making a separate claim in any condemnation proceeding for the then value of Tenant's personal property which have been taken, and moving expenses incurred as a result thereof, provided that such claim would not have the effect of reducing the amount of the award to which Landlord would otherwise be entitled.

B. Partial Taking. If at any time during the Term less than substantially all of the Premises shall be so taken or condemned, then the following provisions shall apply:

(i) This Lease and the Term shall nevertheless continue, and there shall be no abatement, diminution or reduction in Base Rent, Additional Rent or any other charges required to be paid by Tenant pursuant to this Lease.

(ii) Tenant, whether or not any condemnation award is sufficient for such purposes, shall proceed diligently to restore the remaining parts of the Premises and the sidewalks and curbs adjacent thereto not so taken so that the same shall be a complete, rentable, self-contained architectural unit in good condition and repair (all such restoration work being herein called the "**Condemnation Work**"). The provisions and requirements of Article 5 shall apply with respect to the Condemnation Work (and the same shall constitute Alterations).

(iii) The entire award for the taking of the applicable portion of the Premises shall be paid to a Condemnation Depository, in trust, and shall be paid by the Condemnation Depository as follows:

(a) first, the Condemnation Depository shall pay the reasonable fees and expenses incurred in collecting the award;

(b) second, the balance of such award, up to the amount reasonably required to perform the Condemnation Work (as determined by a mutually agreeable architect), shall be made available to Tenant to perform the Condemnation Work, subject to and in accordance with the provisions hereof (such portion of the award being herein called the "**Condemnation Work Proceeds**");

(c) third, the balance of such award shall be paid to Landlord (and/or any Mortgagees designated by Landlord for such purpose).

(iv) The Condemnation Work Proceeds shall be held and/or disbursed by the Condemnation Depository in accordance with the of this Subsection. The term "**Net Condemnation Work Proceeds**" shall mean the proceeds of such award which are actually paid by the taking authority to the Condemnation Depository, less the reasonable and customary cost to the Condemnation Depository and/or Landlord of holding and/or paying out such proceeds pursuant to the provisions hereof (including reasonable attorneys' fees, costs and disbursements and, as applicable, the costs and expenses allocable to policing the requirements hereof, including costs and expenses incurred in inspecting the Condemnation Work and/or any Plans and Specifications therefor). The Net Condemnation Work Proceeds shall be held and/or disbursed as follows:

(a) If the estimated cost of the Condemnation Work, as determined by a mutually agreeable architect, shall be \$100,000.00 or less, then the Condemnation Depository shall pay the Net Condemnation Work proceeds to Tenant, and Tenant shall hold the same in trust to be applied toward the cost of Condemnation Work.

(b) If the estimated cost of the Condemnation Work, as reasonably determined by a mutually agreeable architect, shall exceed \$100,000.00, then the Condemnation Depository shall disburse the Net Condemnation work Proceeds to Tenant, as reimbursement for the costs of the Condemnation Work, from time to time, as the Condemnation Work progresses (but not more frequently than monthly), subject, however, in all events, to the conditions set forth in Article 11F applied *mutatis mutandis*, to the Condemnation Work and the Condemnation Depository.

C. Temporary Taking. If the temporary use of the whole or any part of the Premises shall be taken at any time during the Term for any public or quasi-public purpose of any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord. Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Tenant's property, and for the cost of any Condemnation Work required to be performed by Tenant pursuant hereto and for moving expenses. Except as hereinafter set forth, this Lease shall be and remain unaffected by any such taking and Tenant and Landlord shall each continue to be responsible for all of its respective obligations hereunder insofar as such obligations are not affected by such taking and Tenant shall continue to pay in full and the Rent due hereunder. If all of the Premises shall be taken and the period of temporary use or occupancy shall extend beyond the Expiration Date, this Lease shall terminate as of the date of such taking, and Landlord shall be entitled to the entire award which represents compensation for the use and occupancy of the Premises. If less than all of the Premises shall be so taken and the period of temporary use or occupancy shall extend beyond the Expiration Date, that part of the award which represents compensation for the use and occupancy of the Premises (or a part hereof) shall be divided between Landlord and Tenant so that Tenant shall receive so much thereof as represents the period up to and including such Expiration Date (as same may have been extended or accelerated) and Landlord shall receive so much thereof as represents the period after such Expiration Date (as same may have been extended or accelerated).

D. Award. In any and all proceedings pursuant to which the Premises or any part hereof, or the temporary use of the whole or any part thereof, shall be so taken or condemned, Landlord and Tenant shall be entitled solely to the amounts, if any, payable to them pursuant to the provisions of this Article. In each such proceeding, Landlord and Tenant agree to execute any and all documents that may be required to facilitate collection of the award(s) in such proceeding.

E. No Defaults. Notwithstanding anything herein to the contrary, if an Event of Default shall be continuing during any period that the Condemnation Depository is holding any proceeds of any condemnation award hereunder, then the Condemnation Depository shall not be required to release any such proceeds, and the Condemnation Depository shall have the right (but not the obligation) to apply the whole or any part of such proceeds to the cure or remedy of such default prior to paying over, holding and/or applying the same in accordance with the provisions hereof.

12. ASSIGNMENT AND SUBLETTING.

A. Right to Assign or Sublet. Subject to the provisions hereof, Tenant shall have the right to assign this Lease or sublet the Premises, in whole or in part, without the consent of Landlord. Any assignment or subletting shall not release Tenant of its obligations arising under this Lease.

B. Sublease Provisions. With respect to each and every sublease or subletting authorized by Landlord under the provisions of this Lease, it is further agreed that:

(i) No subletting shall be for a term ending later than one (1) day prior to the Expiration Date of this Lease;

(ii) No subtenant shall take possession of the Premises or any part thereof, until an executed counterpart of such sublease has been delivered to Landlord;

(iii) Each sublease shall provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that in the event of termination, re-entry or dispossession by Landlord under this Lease Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not (a) be liable for any previous act or omission of Tenant under such sublease, (b) be subject to any counterclaim, offset or defense, not expressly provided in such sublease, which theretofore accrued to such subtenant against Tenant, or (c) be bound by any previous modification of such sublease or by any previous prepayment of more than one (1) month's Rent. The provisions of this Article shall be self-operative and no further instrument shall be required to give effect to this provision.

(iv) If Landlord shall recover or come into possession of the Premises before the date herein fixed for the termination of this Lease, Landlord shall have the right, at its option, to take over any and all subleases or sublettings of the Premises or any part thereof made by Tenant and to succeed to all the rights of said subleases and sublettings or such of them as it may elect to take over.

(v) Every subletting hereunder is subject to the condition and by its acceptance of and entry into a sublease, each subtenant thereunder shall be deemed conclusively to have thereby agreed from and after the termination of this Lease or re-entry by Landlord hereunder of or if Landlord shall otherwise succeed to Tenant's estate in the Premises, that such subtenant shall waive any right to surrender possession or to terminate the sublease and, at Landlord's election, such subtenant shall be bound to Landlord for the balance of the term of such sublease and shall attorn to and recognize Landlord, as its landlord, under all of the then executory terms of such sublease, except that Landlord shall not (i) be liable for any previous act, omission or negligence of Tenant under such sublease, (ii) be subject to any counterclaim, defense or offset not expressly provided for in such sublease, which theretofore accrued to such subtenant against Tenant, (iii) be bound by any previous modification or amendment of such sublease or by any previous prepayment of more than one (1) month's rent and Additional Rent which shall be payable as provided in the sublease, or (iv) be obligated to perform any work in the subleased space or to prepare it for occupancy beyond Landlord's obligations under this Lease, and the subtenant shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment.

C. Assumption By Transferee; Liability of Tenant. Any assignment or subletting shall be made only if, and shall not be effective until, the transferee shall execute, acknowledge and deliver to Landlord an agreement in form and substance reasonably satisfactory to Landlord whereby the transferee shall assume the obligations of this Lease on the part of Tenant to be performed or observed. Notwithstanding any assignment or subletting and/or acceptance of Rent by Landlord from any transferee, Tenant shall and will remain fully liable for the payment of the Rent due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and all acts and omissions of any transferee or anyone claiming under or through any transferee which shall be in violation of any of the obligations of this Lease shall be deemed to be a violation by Tenant. The joint and several liability of Tenant and any immediate or remote successor in interest of Tenant and the due performance of the obligations of this Lease on Tenant's part to be performed or observed shall not be discharged, released or impaired in any

respect by any agreement or stipulation made by Landlord extending the time, or modifying any of the obligations, of this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of this Lease.

13. ACCESS TO PREMISES. Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times to examine the same, to show them to prospective purchasers, mortgagees or lessees of the Premises, and to make such repairs, alterations, improvements or additions which Landlord may elect to perform following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this Lease (which failure continues beyond applicable notice and cure periods), or for the purpose of complying with Legal Requirements and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction or constructive eviction of Tenant in whole or in part and the Rent shall in nowise abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the one (1) year prior to the Expiration Date or the expiration of any renewal or extended term, Landlord may exhibit the Premises to prospective tenants thereof. Except in the event of an emergency or where such entry is required pursuant to Legal Requirements, Landlord's right of entry pursuant to this Article shall be exercised following reasonable advance notice to Tenant (which notice may be oral) and Landlord agrees that while exercising such right of entry or making such repairs, replacements or improvements, Landlord shall use reasonable efforts to minimize interference with the conduct of Tenant's business, without however, the necessity of incurring any overtime or other additional expense. If Tenant shall not be personally present to open and permit an entry into the Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or in the event of an emergency may forcibly enter the same, without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. Landlord also shall have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs or other public parts of the Premises.

14. LANDLORD'S LIABILITY. If the Premises shall be sold, leased or otherwise transferred, Landlord shall be relieved of all future obligations and liabilities hereunder and the transferee shall be deemed to have assumed and agreed to perform all such obligations of liabilities of Landlord under this Lease. In the event of such sale, lease or transfer, Landlord shall also be relieved of all existing obligations and liabilities hereunder provided that the transferee assumes in writing such obligations. Neither the shareholders, directors or officers of Landlord, if Landlord is a corporation, nor the partners comprising Landlord (nor any of the shareholders, directors or officers of such partners), if Landlord is a partnership, nor any member of Landlord, if Landlord is a limited liability company (collectively, the "**Landlord Entity Parties**"), shall be liable for the performance of Landlord's obligations under this Lease. Tenant shall look solely to Landlord to enforce Landlord's obligations hereunder and shall not seek any damages against any of the Landlord Entity Parties. The liability of Landlord for Landlord's obligations under this Lease shall not exceed and shall be limited to Landlord's interest in the Premises and Tenant shall not look to any other property or assets of Landlord or the property or assets of any of the Landlord Entity Parties in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations.

15. DEFAULT.

A. Events of Default. This Lease and the term and estate hereby granted are subject to the limitations that upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to as “**Events of Default**”):

(1) if Tenant shall default in the payment when due of any installment of Rent or in the payment when due of any Additional Rent, and such default shall continue for a period of ten (10) days after written notice thereof; or

(2) if Tenant shall default in the observance or performance of any term, covenant or condition of this Lease on Tenant’s part to be observed or performed (other than the covenants for the payment of Rent and Additional Rent) and Tenant shall fail to remedy such default within thirty (30) days after notice by Landlord to Tenant of such default, or if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days and Tenant shall not commence within said period of thirty (30) days, or shall not thereafter diligently prosecute to completion all steps necessary to remedy such default; or

(3) if the Premises shall become deserted or abandoned; or

(4) if Tenant shall fail to operate the Terminal (other than for casualty, condemnation, renovation, Unavoidable Delay or any other reason specifically contemplated by this Lease) for a period in excess of twenty (20) days; or

(5) if Tenant’s interest in this Lease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted herein; or

(6) if Tenant shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of Tenant’s property; or

(7) if, within sixty (60) days after the commencement of any proceeding against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Tenant, or of all or any part of Tenant’s property, without the consent or acquiescence of Tenant, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Tenant or any of Tenant’s property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied;

then, in any of said cases, at any time prior to or during the Term, of any one or more of such Events of Default, Landlord, at any time thereafter, at Landlord’s option, may give to Tenant a seven (7) days’ notice of termination of this Lease and, in the event such notice is given, this Lease and the Term shall come to an end and expire (whether or not the Term shall have commenced) upon the expiration of said seven (7) days with the same effect as if the date of expiration of said seven (7) days were the Expiration Date, but Tenant shall remain liable for damages as provided in Article 16 hereof.

B. Effect of Bankruptcy. If, at any time, (i) Tenant shall be comprised of two (2) or more persons, or (ii) Tenant's obligations under this Lease shall have been guaranteed by any person other than Tenant, or (iii) Tenant's interest in this Lease shall have been assigned, the word "Tenant", as used in clauses (6) and (7) of Subsection A of this Article, shall be deemed to mean any one or more of the persons primarily or secondarily liable for Tenant's obligations under this Lease. Any monies received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in said clauses (6) and (7) shall be deemed paid as compensation for the use and occupation of the Premises and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of rent or a waiver on the part of Landlord of any rights under said Subsection A.

C. Conditional Limitation. Nothing contained in this Article shall be deemed to require Landlord to give the notices herein provided for prior to the commencement of a summary proceeding for non-payment of rent or a plenary action for recovery of rent on account of any default in the payment of the same, it being intended that such notices are for the sole purpose of creating a conditional limitation hereunder pursuant to which this Lease shall terminate and if Tenant thereafter remains in possession after such termination if Tenant shall do so as a holdover tenant.

16. REMEDIES AND DAMAGES.

A. Landlord's Remedies.

(1) If an Event of Default shall occur and be continuing, or if this Lease and the Term shall expire and come to an end as provided in Article 15:

(a) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Lease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, either by summary proceedings, or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all of their property and effects from the Premises; and

(b) Landlord shall use commercially reasonable efforts to relet the whole or any part or parts of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability. Nothing contained herein shall be deemed to require or obligate Landlord to re-let the Premises (or any portion thereof) at a rental which is below the then fair market rental value for the Premises (or such portion) or on terms (including, without limitation, a rent abatement, construction reimbursement or other concession or incentive) which, in Landlord's reasonable judgment, are not commercially reasonable, or to lease such space to a tenant which, in Landlord's reasonable judgment, (i) is not in keeping with the then standards of the Project, (ii) proposes to use such space for purposes other than as a first-class inter-modal transportation terminal, (iii) is not a reputable person of good character or does not have sufficient financial worth considering the responsibilities involved, or (iv) is otherwise not commercially acceptable to Landlord.

(2) Except as required by Legal Requirements or as expressly provided in this Lease, Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Lease, after (i) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Landlord, or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Lease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

B. Damages.

(1) If this Lease and the Term shall expire and come to an end as provided in Article 15, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Subsection A of this Article, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(a) Tenant shall pay to Landlord all Rent, Additional Rent and other charges payable under this Lease by Tenant to Landlord to the date upon which this Lease and the Term shall have been terminated and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be;

(b) Tenant also shall be liable for and shall pay to Landlord, as damages, any deficiency (referred to as "**Deficiency**") between the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Subsection A(1) of this Article for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Lease, or Landlord's reentry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Premises for such reletting); any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Lease for payment of installments of Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(c) whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period (discounted to present value at the rate of four (4%) percent per annum), less the aggregate amount of Deficiencies theretofore collected by Landlord pursuant to the provisions of

Subsection B(1)(b) of this Article for the same period; if, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

(2) If the Premises, or any part thereof, shall be relet together with other space in the Building, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Subsection B. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Lease. Solely for the purposes of this Article, the term "Rent" as used in Subsection B(1) of this Article shall mean the Rent in effect immediately prior to the date upon which this Lease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increase or decrease pursuant to the provisions of Article 3 hereof for the Comparison Year immediately preceding such event. Nothing contained in Article 15 or this Article shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Subsection B(1) of this Article.

C. Legal Fees.

(i) In the event either Tenant or Landlord defaults in the performance of any of the terms, covenants, conditions, agreements or provisions contained in this Lease and Landlord or Tenant employs attorneys and brings suit in connection with the enforcement of this Lease or any provision hereof or the exercise of any of its remedies hereunder, then the prevailing party in any suit so instituted shall be promptly reimbursed by the other party for all reasonable attorneys' fees so incurred.

(ii) Landlord's and Tenant's obligations under this Subsection C shall survive the expiration of the Term hereof or any earlier termination of this Lease.

17. FEES AND EXPENSES.

A. Curing Tenant's Defaults. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any Article of this Lease, Landlord may immediately or at any time thereafter on ten (10) days' notice perform the same for the account of Tenant, and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to reasonable attorneys' fees and disbursements in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within ten (10) days of rendition of any bill or statement to Tenant therefor.

B. Late Charges. If any installment of Base Rent or any Additional Rent shall not be paid within five (5) days after such installment shall have first become due, Tenant shall also pay to Landlord (a) an administrative late charge in the amount of three (3%) percent of the overdue amount, and (b) interest thereon at the Interest Rate from the due date until such installment of Base Rent or Additional Rent is fully paid. Such administrative late charge and interest charge shall be due and payable as Additional Rent with the next monthly installment of Base Rent.

18. NO REPRESENTATIONS BY LANDLORD. Landlord or Landlord's agents have made no representations or promises with respect to the Premises or any other matter related to this Lease and Tenant's occupancy of the Premises, except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth herein. All references in this Lease to the consent or approval of Landlord shall be deemed to mean the written consent of Landlord or the written approval of Landlord and no consent or approval of Landlord shall be effective for any purpose unless such consent or approval is set forth in a written instrument executed by Landlord.

19. END OF TERM.

A. Surrender of Premises. Upon the expiration or other termination of the Term, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant may remove all of its property pursuant to Article 4. Tenant's obligation to observe or perform this covenant shall survive the expiration or sooner termination of the Term. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Premises as aforesaid will be substantial, will exceed the amount of the monthly installments of the Rent theretofore payable hereunder, and will be impossible to accurately measure. Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord within twenty-four (24) hours after the Expiration Date or sooner termination of the Term, in addition to any other rights or remedy Landlord may have hereunder or at law, Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in the Premises after the Expiration Date or sooner termination of this Lease, a sum equal to the greater of (i) the then fair market rental value for the Premises as determined by Landlord, and (ii) two (2) times the aggregate of that portion of the Rent and the Additional Rent which was payable under this Lease during the last month of the Term. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of this Lease and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of the Term shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Article, which provisions shall survive the Expiration Date or sooner termination of this Lease.

B. Holdover by Tenant. If Tenant shall hold-over or remain in possession of any portion of the Premises for a period of thirty (30) days beyond the Expiration Date of this Lease, notwithstanding the acceptance of any Rent and Additional Rent paid by Tenant pursuant to Subsection A of this Article, Tenant shall be subject not only to summary proceeding and all damages related thereto, but also to any damages arising out of lost opportunities (and/or new leases) by Landlord to re-let the Premises (or any part thereof). All damages to Landlord by reason of such holding over by Tenant may be the subject of a separate action and need not be asserted by Landlord in any summary proceedings against Tenant.

20. QUIET ENJOYMENT. Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and Additional Rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease and to all Mortgages with respect to which Tenant received an SNDA.

21. GAMING ACTIVITIES.

A. Landlord shall have the exclusive right to operate any licensed gaming activities in the Premises, including installing and maintaining slot machines. Tenant shall cooperate in good faith with Landlord in connection with the obtaining of any required Permits for gaming activities.

B. Upon Landlord's request, Tenant shall provide Landlord with locations in the Terminal for up to five hundred (500) gaming machines (the "**Gaming Machines**"), which locations shall be accessible to the general public and shall be mutually selected by Landlord and Tenant. Tenant shall not interfere with the access to, or visibility or operation of the Gaming Machines. Landlord shall have the right, from time to time, to relocate any Gaming Machines to other locations in the Terminal, as mutually agreed by Landlord and Tenant.

C. Operation of the Gaming Machines shall be pursuant to the terms and conditions of the Gaming Machine License Agreement executed contemporaneously herewith, a copy of which is annexed hereto and made a part hereof as Exhibit 10.

D. The provisions of this Article are a material inducement for Landlord to execute and deliver this Lease. Tenant acknowledges that Landlord may suffer irreparable harm by reason of a breach or threatened breach of this Article and, accordingly, any failure by Tenant to comply with the provisions hereof shall be deemed a material breach of this Lease, and in addition to all of the rights and remedies to which Landlord shall be entitled in accordance with the terms, covenants and conditions of this Lease or which are permitted by law, Landlord shall be entitled to enjoin the action, activity or inaction that gives rise to, or may give rise to, such breach or threatened breach by Tenant.

22. NO WAIVER. No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of this Lease or a surrender of the Premises. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by either party unless such waiver be in writing signed by such party. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, or as Landlord may elect to apply same, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided. This Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged in this Lease. Any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

23. WAIVER OF TRIAL BY JURY; VENUE.

A. IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THEY SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY

CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE. IT IS FURTHER MUTUALLY AGREED THAT IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDING (WHETHER FOR NONPAYMENT OF RENT OR BECAUSE TENANT CONTINUES IN POSSESSION OF THE PREMISES AFTER THE EXPIRATION OR TERMINATION OF THE TERM), TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM (EXCEPT FOR MANDATORY OR COMPULSORY COUNTERCLAIMS) OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING.

B. This Lease shall be construed in accordance with the laws of the State of Nevada (without regard to conflicts of laws provisions). Landlord and Tenant each hereby irrevocably consents and submits to the jurisdiction of any federal, state, county or municipal court sitting in Clark County, State of Nevada in respect to any action or proceeding brought therein by either against the other concerning any matters arising out of or any way relating to this Lease or other landlord/tenant relationship between the parties. The parties agree that any final judgment rendered against it in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

24. INABILITY TO PERFORM.

A. This Lease and the obligation of Tenant to pay Rent and Additional Rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease expressly or impliedly to be performed by Landlord or because Landlord is unable to make, or is delayed in making any repairs, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of Unavoidable Delay.

B. In the event that Tenant is unable to fulfill any of its obligations under this Lease, other than the covenant to pay Rent, expressly or impliedly to be performed by Tenant, and Tenant is prevented or delayed from so doing by reason of Unavoidable Delay, then Tenant's performance thereof shall be excused for the period of such Unavoidable Delay, provided that Tenant shall give Landlord written notice of the existence and nature of such Unavoidable Delay promptly upon discovering the same and shall thereafter regularly update Landlord with respect thereto. Once any Unavoidable Delay is abated, Tenant shall perform its obligations with diligence, continuity and dispatch.

C. The term "**Unavoidable Delay**" shall mean any strikes or labor troubles or by accident or by any cause whatsoever reasonably beyond a party's commercially reasonable control, including but not limited to, laws, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any federal, state, county or municipal authority or any department or subdivision thereof or any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

25. BILLS AND NOTICES. Except as otherwise expressly provided in this Lease, any bills, statements, notices, demands, requests or other communications given or required to be given under this Lease shall be deemed sufficiently given or rendered if in writing, sent postage prepaid, by registered or certified mail (return receipt requested), or via overnight courier, or by hand delivery addressed (a) to Tenant at Tenant's Address for Notices, or (b) to Landlord at Landlord's Address for Notices, or (c) to such other address as either Landlord or Tenant may designate as its new Address for Notices by notice

given to the others in accordance with the provisions of this Article. Tenant hereby acknowledges and agrees that any such bill, statement, demand, notice, request or other communication may be given by Landlord's agent on behalf of Landlord. Any Landlord's Statement, bill, notice or other communication by Landlord with respect to Rent may be given by regular mail and need not be sent to any party other than Tenant. Any such bill, statement, demand, notice, request or other communication shall be deemed to have been rendered or given on the date when it shall have been mailed as provided in this Article.

26. SERVICES.

A. Tenant shall, at Tenant's sole cost and expense, be responsible for supplying the Premises with electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone service, window washing, security service, janitor, pest control and disposal services (including, if applicable, hazardous and biological waste disposal), and such other services as Tenant determines to furnish to the Premises. Landlord shall not be in default hereunder or be liable for any damage or loss directly or indirectly resulting from, nor shall the Base Rent or Additional Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, any failure to furnish or delay in furnishing any such services, whether such failure or delay is caused by accident or any condition beyond the control of Landlord or Tenant or by the making of repairs or improvements to the Premises, or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any form of energy serving the Premises, whether such results from mandatory governmental restriction or voluntary compliance with governmental guidelines. Tenant shall pay the full cost of all of the foregoing services and all other utilities and services supplied to the Premises by the providers thereof, and Landlord shall have no obligation or liability with respect thereto.

27. SECURITY DEPOSIT.

A. Deposit of Security. Tenant shall deposit with Landlord within three (3) business days after the expiration of Tenant's Due Diligence Period, the Letter of Credit for the Security Deposit as security for the faithful performance and observance by Tenant of the terms, conditions and provisions of this Lease, including without limitation the surrender of possession of the Premises to Landlord herein provided.

B. Letter of Credit. For the Security Deposit, Tenant shall deliver to Landlord a clean, irrevocable, non-documentary and unconditional letter of credit (the "**Letter of Credit**") issued by and drawn upon any commercial bank (the "**Issuing Bank**") with offices for banking purposes in either the City of Las Vegas or the City of New York and having a net worth of not less than One Hundred Million and 00/100 (\$100,000,000.00) Dollars, which Letter of Credit shall (a) have a term of not less than one year, (b) be substantially in the form of Exhibit 11 attached hereto and otherwise in form and content reasonably satisfactory to Landlord, (c) be for the account of Landlord, (d) be in the amount of the Security Deposit, (e) be fully transferable by Landlord without any fees or charges therefor, (f) have an expiration date which is not earlier than sixty (60) days after the Expiration Date, and (g) provide that it shall be deemed automatically renewed, without amendment, for consecutive periods of one (1) year each thereafter during the term of this Lease, unless the Issuing Bank sends notice (the "**Non-Renewal Notice**") to Landlord by certified mail, return receipt requested, not less than forty five (45) days next preceding the then expiration date of the Letter of Credit that it elects not to have such Letter of Credit renewed. The Letter of Credit shall provide that Landlord shall have the right, exercisable upon receipt of the Non-Renewal Notice, by sight draft on the Issuing Bank, to receive the monies represented by the existing Letter of Credit and to hold such proceeds pursuant to the terms of this Article as a cash security pending the replacement of such Letter of Credit.

C. Application of Security Deposit. In the event that Tenant defaults beyond the giving of notice and the expiration of applicable grace periods in respect of any of the terms, provisions and conditions of this Lease, Landlord may apply or retain the whole or any part of any cash security held by Landlord or may notify the Issuing Bank and thereupon receive all the monies represented by the Letter of Credit and use, apply or retain the whole or any part of such proceeds, as the case may be, to the extent required for the payment of any Rent as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default under this Lease, including any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrue or accrues before or after summary proceedings or other reentry by Landlord. If Landlord applies or retains any part of any cash security or proceeds of the Letter of Credit, as the case may be, Tenant, within ten (10) days after notice from Landlord and at Landlord's option, shall deposit with Landlord the amount so applied or retained or increase the amount of the Letter of Credit or provide an additional or replacement Letter of Credit, so that Landlord shall have the full Security Deposit on hand at all times during the Term. If Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, any cash security or the Letter of Credit, as the case may be, shall be promptly returned to Tenant after the Expiration Date and after delivery of the entire possession of the Premises to Landlord. In the event of a sale of the Real Property or the Building, Landlord shall transfer any cash security or so much thereof as remains following a default by Tenant to the vendee and with respect to the Letter of Credit, within thirty (30) days of notice of such sale, Tenant, at Tenant's sole cost and expense, shall arrange for the transfer of the Letter of Credit to the new landlord, as designated by Landlord in the foregoing notice or have the Letter of Credit reissued in the name of the new landlord and Landlord shall thereupon be released by Tenant from all liability for the return of such security. Tenant agrees to look solely to the new landlord for the return of such cash security or Letter of Credit and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord. Tenant further covenants that, except in connection with a permitted assignment of this Lease, it will not assign or encumber or attempt to assign or encumber any monies or Letter of Credit deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

D. Reduction of Security Deposit. *[burn down terms to be discussed.]*

28. ADDITIONAL DEFINITIONS.

A. The term "**Tenant Party(ies)**" shall mean and include Tenant and all of Tenant's principals, officers, agents, contractors, servants, employees, subtenants, licensees, visitors and invitees.

B. The term "**Landlord Party(ies)**" shall mean and include Landlord and all of Landlord's principals, officers, agents, contractors, servants, employees, subtenants, licensees, visitors and invitees.

C. The term "**office**" or "**offices**", wherever used in this Lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, bootblack or other stand, barber shop, or for other similar purposes or for manufacturing.

D. The words "**reenter**" and "**reentry**" as used in this Lease are not restricted to their technical legal meaning.

E. The term "**business days**" as used in this Lease shall exclude Saturdays, Sundays and all days observed by the State or Federal Government as legal holidays and union holidays for those unions that materially affect the delivery of services in the Building.

F. The words “**include**”, “**including**” and “**such as**” shall each be construed as if followed by the phrase “without being limited to”. The words “**herein**”, “**hereof**”, “**hereby**”, “**hereunder**” and words of similar import shall be construed to refer to this Lease as a whole and not to any particular Article or subdivision hereof unless expressly so stated.

G. The terms “**substantial completion**” or “**substantially completed**” or words of similar import shall mean that any construction work (including Alterations) has been substantially completed, it being agreed that any such work shall be deemed substantially complete notwithstanding the fact that minor or insubstantial details of construction or demolition and/or mechanical adjustment and/or decorative items remain to be performed, provided that any such unperformed work shall not materially interfere with Tenant’s use and occupancy of the Premises for the Permitted Uses.

H. The term “**Interest Rate**” shall mean one and one-half (1½%) percent per month, or the applicable maximum legal rate of interest, whichever is lower.

I. The term “**Effective Date**” shall mean the date of this Lease as set forth in the Lease Information Summary.

29. **BROKER.** Landlord and Tenant each represent and warrant to the other that they have dealt with no brokers in connection with this Lease, and that insofar as either Landlord or Tenant knows no broker negotiated this Lease or is entitled to any commission in connection therewith. Landlord and Tenant shall each indemnify and hold the other harmless from and against any and all claims for commission, fee or other compensation by any other person who shall claim to have dealt with either Landlord or Tenant in connection with this Lease and for any and all costs incurred by either Landlord or Tenant in connection with such claims, including, without limitation, reasonable attorneys’ fees and disbursements.

30. **INDEMNITY.** Tenant shall not do or permit any act or thing to be done upon the Premises which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of Legal Requirement, but shall exercise such control over the Premises as to fully protect Landlord against any such liability. Tenant agrees to indemnify and save harmless the Landlord Indemnitees from and against (a) all claims of whatever nature against arising from any act, omission or negligence of Tenant or any Tenant Party, (b) all claims arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring in or about the Premises from the date access to the Premises is given to Tenant or any Tenant Party (including during the performance of Landlord’s Work, if any), (c) all claims arising from any accident, injury or damage to any person, entity or property, occurring outside of the Premises but anywhere within or about the Real Property, where such accident, injury or damage results or is claimed to have resulted from an act or omission of Tenant or any Tenant Party, (d) any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed, (e) any misrepresentation made by Tenant hereunder, (f) any cooperation by Landlord with Tenant as contemplated by Article 4, (g) any violation by Tenant of the provisions of Subsection F of Article 4, and (h) any claim, loss or liability arising or claimed to arise from Tenant, or any Tenant Party causing or permitting any Hazardous Materials to be brought upon, kept or used in or about the Premises or the Real Property or any seepage, escape or release of such Hazardous Materials. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including all reasonable legal fees and expenses incurred in enforcing the provisions of this indemnity. Tenant shall not be required to indemnify the Landlord Indemnitees and hold the Landlord Indemnitees harmless to the extent that it is

finally determined that the gross negligence or willful misconduct of a Landlord Indemnatee contributed to the loss or damage sustained by the person making the claim. The term **“Landlord Indemnitees”** shall mean, collectively, Landlord, any Mortgagee, Landlord’s managing agent and their respective partners, members, managers, shareholder, offices, directors, employees and agents.

31. NET LEASE; NON-TERMINABILITY.

A. This is an absolutely net lease and the Base Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice (except as expressly provided herein), demand, set-off, counterclaim, abatement, suspension, deduction or defense. It is the intention of the parties hereto that the Base Rent shall be an absolutely net return to Landlord throughout the Term of this Lease. In order that such Rent shall be absolutely net to Landlord, Tenant shall pay when due, and save Landlord harmless from and against, any and all costs, charges and expenses attributable to the Premises, including each fine, fee, penalty, charge (including governmental charges), assessments, sewer rent, Impositions, insurance premiums as may be required from time to time by Landlord or Mortgagee, utility expenses, carrying charges, costs, expenses and obligations of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, the payment for which Landlord or Tenant is, or shall become liable by reason of any rights or interest of Landlord or Tenant in, to or under the Premises or this Lease or in any manner relating to the ownership, leasing, operation, management, maintenance, repair, rebuilding use or occupation of the Premises, or of any portion thereof; provided, however, that nothing herein contained shall be construed as imposing upon Tenant any obligation to pay any income or franchise taxes based upon, measured by, or calculated with respect to net income or profits (but not including any franchise tax based upon gross receipts with respect to the Rent), inheritance, estate, succession, transfer or any similar taxes imposed on Landlord arising out of, or levied in connection with, this Lease or the Landlord’s right or interest in the Premises or the Rent.

B. This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, except as expressly provided in Article 11, nor shall Tenant be entitled to any abatement or reduction of Rent hereunder except as required by Article 11, nor shall the obligations of Tenant under this Lease be affected, by reason of (i) any damage to or destruction of all or any part of the Premises from whatever cause; (ii) subject to Article 11, the taking of the Premises or any portion thereof by condemnation, requisition or eminent domain proceedings; (iii) the prohibition, limitation or restriction of Tenant’s use of all or any part of the Premises, or any interference with such use; (iv) any eviction by paramount title or otherwise, (v) Tenant’s acquisition or ownership of all or any part of the Premises otherwise than as expressly provided herein; (vi) any default on the part of Landlord under this Lease, or under any other agreement to which Landlord and Tenant may be parties; or (vii) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Base Rent, the Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected unless the requirement to pay or perform the same shall have been terminated pursuant to any express provision of this Lease. Tenant agrees that Tenant will not be relieved of the obligations to pay the Base Rent or any Additional Rent in case of damage to or destruction of or condemnation (except as expressly provided in Article 11) of the Premises.

C. Tenant agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, rescind or void this Lease, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up or other proceeding affecting Landlord or its successor in interest, or (ii) any action with respect to this

Lease which may be taken by any trustee or receiver of Landlord or its successor in interest or by any court in any such proceeding.

D. Tenant waives all rights which may now or hereafter be conferred by law (i) to quit, terminate or surrender this Lease or the Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of the Base Rent, Additional Rent or any other sums payable under this Lease, except as otherwise expressly provided herein.

32. MISCELLANEOUS.

A. No Offer. This Lease is offered for signature by Tenant and it is understood that this Lease shall not be binding upon Landlord unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant.

B. Signatories. If more than one person executes this Lease as Tenant, each of them understands and hereby agrees that the obligations of each of them under this Lease are and shall be joint and several, that the term "Tenant" as used in this Lease shall mean and include each of them jointly and severally and that the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to the tenancy and/or this Lease, including, but not limited to, any renewal, extension, expiration, termination or modification of this Lease, shall be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

C. Authority.

(i) Each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and validly existing entity in the State of Nevada and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

(ii) Each individual executing this Lease on behalf of Landlord hereby represents and warrants that Landlord is a duly formed and validly existing entity qualified to do business in the State of Nevada and that Landlord has full right and authority to execute and deliver this Lease and that each person signing on behalf of Landlord is authorized to do so.

D. Consents and Approvals. Wherever in this Lease Landlord's consent or approval is required, if Landlord shall delay or refuse such consent or approval, Tenant in no event shall be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord unreasonably withheld or unreasonably delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, for specific performance, injunction or declaratory judgment.

E. Memorandum of Lease. Concurrently with the execution of this Lease, Landlord and Tenant shall execute, acknowledge and deliver a Memorandum of Lease in the form annexed hereto and made a part hereof as Exhibit 12. Tenant may have such Memorandum of Lease recorded with the Recorder of Deeds of Clark County, Nevada, at Tenant's expense.

F. Confidentiality. Landlord and Tenant acknowledge that the terms and conditions of this Lease are to remain confidential, and may not be disclosed to anyone other than their respective

employees, consultants, lenders, attorneys, accountants or similar professional advisors, by any manner or means, directly or indirectly, without the other's prior written consent, unless required by law or court order, by any manner or means, directly or indirectly, without the other party's written consent. The consent by either party to any disclosures shall not be deemed to be a waiver on the part of such party of any prohibition against any future disclosure.

G. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

H. Parties Bound. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

LAS VEGAS LAND PARTNERS, LLC, Landlord

By: _____
Name:
Title:

REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA, Tenant

By: _____
Name:
Title:

EXHIBIT 1

LEGAL DESCRIPTION

293978-3-W

Mitch0159102

40031-0046

Case No.: A-16

RA 007455

EXHIBIT 2

REAL PROPERTY

293978-3-W

Mitch0159103

40031-0047

Case No.: A-16

RA 007456

EXHIBIT 3

PROJECT

293978-3-W

Mitch0159104

40031-0048

Case No.: A-16

RA 007457

EXHIBIT 4

PREMISES PROHIBITED USES

293978-3-W

Mitch0159105

40031-0049

Case No.: A-16

RA 007458

EXHIBIT 5

FORM OF COMMENCEMENT DATE AGREEMENT

COMMENCEMENT DATE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 200__, by and between LAS VEGAS LAND PARTNERS, LLC ("Landlord") and REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease dated _____, 2006 (the "Lease") for the Premises at the _____; and

WHEREAS, Landlord and Tenant wish to set forth their agreements as to the commencement of the Term of the Lease.

NOW, THEREFORE, in consideration of the Premises as described in the Lease and the covenants set forth therein, Landlord and Tenant agree as follows:

1. The Term of the Lease commenced on _____.
2. The initial term of the Lease shall expire on _____.

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

LANDLORD:

LAS VEGAS LAND PARTNERS, LLC

By: _____
Name:
Title:

TENANT:

REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA

By: _____
Name:
Title:

EXHIBIT 6

PERMITTED EXCEPTIONS

293978-3-W

Mitch0159107

40031-0051

Case No.: A-16

RA 007460

EXHIBIT 7

Title Policy Special Endorsements

293978-3-W

Mitch0159108

40031-0052

Case No.: A-16

RA 007461

EXHIBIT 8

DETERMINATION OF FAIR MARKET RENT

A. On a date that is not less than six (6) months prior to the expiration of Lease Year 20, as the case may be, Landlord shall send a notice (the “**Landlord’s Notice**”) to Tenant of Landlord’s estimate of the fair market Base Rent for the Premises for its highest and best use and taking into account all relevant factors (the “**Fair Market Rent**”) for Lease Year 21 (the “**Landlord’s Estimate**”). If Tenant does not object to the Landlord’s Estimate by written notice to Landlord within thirty (30) days following Landlord’s Notice, then Tenant shall be deemed to have accepted Landlord’s Estimate and such amount shall be deemed to be the Fair Market Rent. If Tenant objects to Landlord’s Estimate within the required thirty (30) day period, Landlord and Tenant shall attempt to agree upon the Fair Market Rent. In the event that by the date that is four (4) months prior to the expiration of Lease Year 20, Landlord and Tenant shall not have agreed upon the Fair Market Rent, such dispute shall be submitted to arbitration in accordance with the provisions of Subsection D below, and the arbitrators shall determine the Fair Market Rent.

B. If upon the commencement of Lease Year 21, the Fair Market Rent shall not have been determined, Tenant shall, effective as of the commencement of Lease Year 21, pay as Base Rent the amount estimated by Landlord as the appropriate Base Rent for the Premises as set forth in Landlord’s Notice, subject to adjustment upon determination of such Base Rent. Upon the determination of such Base Rent, Tenant shall promptly pay to Landlord any underpayment of Base Rent by Tenant since the beginning of Lease Year 21. In the event of any overpayment of such Base Rent by Tenant since the beginning of Lease Year 21, Tenant shall receive a credit against the Base Rent next due under this Lease in the amount of such overpayment.

C. Nothing contained herein shall affect Tenant’s obligation to pay Additional Rent under this Lease, and the Tax Payment and the CPI Increase shall remain unchanged and Tenant shall pay Additional Rent in accordance with the provisions of this Lease. In determining the Fair Market Rent, the amount of additional rent then being paid by Tenant shall be taken into account.

D. This Subsection shall apply only to the determination of Fair Market Rent and shall not be deemed to apply to any other determination or dispute arising out of this Lease.

(1) In determining the Fair Market Rent by arbitration, the following procedures shall apply:

(a) The party invoking the arbitration procedure shall give a notice (the “**Arbitration Notice**”) to the other party, stating that the party sending the Arbitration Notice desires to meet within ten (10) days to attempt to agree on a single arbitrator to determine the matter in dispute (the “**Arbitrator**”). If Landlord and Tenant have not agreed on the Arbitrator within twenty (20) days after the giving of the Arbitration Notice, then either Landlord or Tenant, on behalf of both, may apply to the local office of the American Arbitration Association or any organization which is the successor thereof (the “**AAA**”) for appointment of the Arbitrator, or, if the AAA shall not then exist or shall fail, refuse or be unable to act such that the Arbitrator is not appointed by the AAA within thirty (30) days after application therefor, then either party may apply to the appropriate court having jurisdiction over the matter (the “**Court**”) for the appointment of the Arbitrator and the other party shall not raise any question as to the Court’s full power and jurisdiction to entertain the application and make the appointment. The

293978-3-W

Mitch0159109

40031-0053

Case No.: A-16

RA 007462

date on which the Arbitrator is appointed, by the agreement of the parties, by appointment by the AAA or by appointment by the Court, is referred to herein as the **"Appointment Date"**. If any Arbitrator appointed hereunder shall be unwilling or unable, for any reason, to serve, or to continue to serve, a replacement arbitrator shall be appointed in the same manner as the original Arbitrator.

(b) The arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the AAA, modified as follows:

(2) The Arbitrator shall be disinterested and impartial, shall not be affiliated with Landlord or Tenant and shall be an MAI appraiser with at least ten (10) years' experience in the determination of fair market rentals for commercial properties located in Las Vegas, Nevada.

(3) Before hearing any testimony or receiving any evidence, the Arbitrator shall be sworn to hear and decide the controversy faithfully and fairly by an officer authorized to administer an oath and a written copy thereof shall be delivered to Landlord and Tenant.

(4) Within thirty (30) days after the Appointment Date, Landlord and Tenant shall deliver to the Arbitrator a copy of their respective written determinations of the Fair Market Rent (each, a **"Determination"**), together with such affidavits, appraisals, reports and other written evidence relating thereto as the submitting party deems appropriate. After the submission of the Determination, the submitting party may not make any additions to or deletions from, or otherwise change, the Determination or the affidavits, appraisals, reports and other written evidence delivered therewith. If either party fails to so deliver its Determination within such time period, time being of the essence with respect thereto, such party shall be deemed to have irrevocably waived its right to deliver a Determination and the Arbitrator shall accept the Determination of the submitting party. If each party submits a Determination within the thirty (30) day period described above, the Arbitrator shall, promptly after its receipt of the second Determination, deliver a copy of each party's Determination to the other party.

(5) If the matter in dispute has not been determined pursuant to subparagraph (c) above, then not less than three (3) days nor more than fifteen (15) days after the earlier to occur of (A) the expiration of the thirty (30) day period provided for in subparagraph (c) above, or (B) the Arbitrator's receipt of both of the Determinations from the parties, THE ARBITRATOR SHALL BE INSTRUCTED, AND SHALL BE EMPOWERED ONLY, TO SELECT AS THE RESOLUTION TO THE DISPUTE THAT ONE OF THE DETERMINATIONS WHICH THE ARBITRATOR BELIEVES IS THE MORE ACCURATE DETERMINATION OF SUCH AMOUNT. Without limiting the generality of the foregoing, in rendering his or her decision, the Arbitrator shall not add to, subtract from or otherwise modify the provisions of this Lease or either of the Determinations.

(6) The Arbitrator shall render his or her determination as to the selection of a Determination in a signed and acknowledged written instrument which sets forth the rationale for the conclusion reached with respect to such determination, original counterparts of which shall be sent simultaneously to Landlord and Tenant, within ten (10) days after his or her determination of the dispute.

(a) Each party shall pay its own fees and expenses relating to the arbitration. Each party shall pay one half (1/2) of the fees and expenses of the AAA and of the Arbitrator.

EXHIBIT 9

SNDA

293978-3-W

Mitch0159111

40031-0055

Case No.: A-16

RA 007464

EXHIBIT 10

GAMING MACHINE LICENSE AGREEMENT

293978-3-W

Mitch0159112

40031-0056

Case No.: A-16

RA 007465

EXHIBIT 11

FORM OF LETTER OF CREDIT

ISSUE DATE: _____

L/C NO.: _____

APPLICANT:

***** DIRECT *****

[Tenant]

LAS VEGAS LAND PARTNERS, LLC

c/o Mitchell Holdings

20 West 55th Street

New York, New York 10019

AMOUNT: USD \$ _____

LADIES AND GENTLEMEN:

We hereby establish our irrevocable standby letter of credit no. _____ in your favor for an aggregate amount not to exceed the amount indicated above, expiring at our counters in Las Vegas/New York with our close of business on _____.

This letter of credit is available with the _____ Bank, Las Vegas/New York against presentation of your draft at sight drawn on the _____ Bank, Las Vegas/New York.

It is a condition of this irrevocable letter of credit that it shall be automatically extended without amendment for additional one year periods from the present or each future expiration date, unless at least 45 days prior to such date we send you notice in writing by registered mail at the above address, that we elect not to renew this letter of credit for such additional period. However in no event shall this letter of credit be extended beyond the final expiration date of _____. Upon such notice to you, you may draw drafts on us at sight for an amount not to exceed the balance remaining in this letter of credit within the then applicable expiration date, accompanied by your dated statement purportedly signed by one of your officials reading: "the amount of this drawing USD _____ under the _____ Bank letter of credit number _____ represents funds due us as we have received notice from the _____ - Bank of its decision not to extend letter of credit number _____ for an additional year, and the obligation remains outstanding." We will not notify Applicant or any other third party with respect to communications, or inquiries of Beneficiary, including the presentation of the Letter of Credit for payment or any attempt to draw against the Letter of Credit, until after the Letter of Credit has been paid in accordance with the terms hereof.

This letter of credit is transferable in its entirety (but not in part) and the _____ Bank only is authorized to act as the transferring bank.

We shall not recognize any transfer of this letter of credit until this original letter of credit together with any amendments and a signed and completed transfer form satisfactory to us is received by us.

Transfer charges are for the applicant's account. Forms are attached. [Please obtain forms from the Bank].

293978-3-W

Mitch0159113

40031-0057

Case No.: A-16

RA 007466

The correctness of the signature and title of the person signing the transfer forms must be verified by your bank.

In case of any transfer under this letter of credit, the draft and any required statement must be executed by the transferee.

This letter of credit may not be transferred to any person with which U.S. persons are prohibited from doing business under U.S. foreign assets control regulations or other applicable U.S. laws and regulations.

All drafts must indicate: "Drawn under the _____ Bank, New York letter of credit no. _____ dated _____."

The original letter of credit and all sight drafts must be presented for drawing.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practice for documentary credits, 1993 Revision, ICC Publication No. 500.

EXHIBIT 12
MEMORANDUM OF LEASE

293978-3-W

Mitch0159115
40031-0059
Case No.: A-16
RA 007468

FIRST AMENDMENT OF LEASE

FIRST AMENDMENT OF LEASE made as of this 17 day of September, 2007, by and between LIVEWORK, LLC, having an office c/o Mitchell Holdings, 41 East 60th Street, 6th floor, New York, New York 10022* ("Landlord"), and REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, having an office at 600 S. Grand Central Parkway, Suite 350, Las Vegas, Nevada 89106-4512 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant's predecessor-in-interest have previously entered into a Lease, dated as of April 2, 2007 (the "Lease"), pursuant to which Landlord leased to Tenant and Tenant did hire from Landlord certain premises (the "Premises") as more particularly described in the Lease; and

WHEREAS, the parties hereto desire to modify and amend the Lease in certain respects as provided herein.

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. All terms not otherwise defined herein shall have the meanings assigned to them in the Lease.
2. Notwithstanding anything to the contrary contained in the Lease, the building located at the Premises and known by the street address of 112 Garces Ave. (the "Building"), shall not be demolished and shall remain at the Premises. Landlord shall convey title to the Building to Tenant for a period of forty (40) years, commencing on the Commencement Date, for consideration of One and 00/100 (\$1.00) Dollar. The documents evidencing such conveyance shall be substantially in the form annexed hereto and made a part hereof as Exhibit A. Landlord makes no representations as to the condition of the Building and Tenant shall accept title to the Building in its "as is" condition on the Commencement Date.
3. Supplementing the provisions of subparagraphs (a) and (d) of Section 1.C.(ii) of the Lease, Tenant acknowledges that the alleyway which lies within the Premises to be abandoned by the City of Las Vegas may be subject to a sewer and gas easement, and that such sewer easement shall be a Permitted Exception.
4. Landlord and Tenant each represent and warrant to the other that they have dealt with no brokers in connection with this First Amendment, and that insofar as either Landlord or Tenant knows no other broker negotiated this First Amendment or is entitled to any commission in connection therewith.
5. Except as modified by this First Amendment, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.
6. The covenants, agreements, terms and conditions contained in this First Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and, except as may be otherwise provided in the Lease as hereby supplemented, their respective assigns.
7. This First Amendment may not be changed or terminated orally but only by an agreement in writing signed by the party against which enforcement of any waiver, change, termination, modification or discharge is sought.

307083-1-W

1

* and FC VEGAS 39 LLC and FC VEGAS 20 LLC

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment of Lease as of the date first above written.

LIVEWORK, LLC, Landlord

By: [Signature]

Name: DAVID MITCHELL
Title:

9.17
07

REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA, Tenant

By: [Signature]

Name: JACOB L. SNOW
Title: GENERAL MANAGER

APPROVED AS TO FORM:

By: [Signature]

Name:
Title:

FC VEGAS 39 LLC, Landlord

By: Rolling Acres Properties Co. Limited Partnership,
an Ohio limited partnership, its sole member

By: _____

Name:
Title:

FC VEGAS 20 LLC, Landlord

By: CDECRE, LLC, a Delaware limited liability
company, its sole member

By: _____

Name:
Title:

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment of Lease as of the date first above written.

LIVEWORK, LLC, Landlord

By: 

Name:

Title:

REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA, Tenant

By: 

Name:

Title:

JACOB L. SNOW

GENERAL MANAGER

APPROVED AS TO FORM:

By: 

Name:

Title:

Zev E. Kaplan

General Counsel

EXHIBIT A
FORM OF CONVEYANCE DOCUMENTS

307083-1-W

3

Livework, LLC, a Delaware limited liability company

By: Livework Manager, LLC, a Delaware
limited liability company, Sole Member

By: Las Vegas Land Partners LLC, a
Delaware limited liability company, Sole
Member

By: [Signature]
David J. Mitchell, Manager

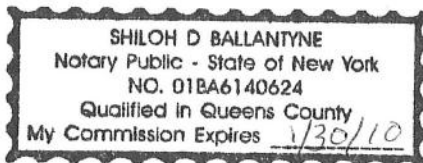
By: Signed in Contingent
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
)
) ss.
COUNTY OF **NEW YORK**)

This instrument was acknowledged before me on
4/24/08 by

David J. Mitchell, manager of Las Vegas Land
Partners LLC, a Delaware limited liability company,
sole member of Livework Manger, LLC, a Delaware
limited liability company, sole member of Livework,
LLC, a Delaware limited liability company.

[Signature]
Notary Public
(My commission expires: 1/30/10)



Livework, LLC, a Delaware limited liability company

By: Livework Manager, LLC, a Delaware
limited liability company, Sole Member

By: Las Vegas Land Partners LLC, a
Delaware limited liability company, Sole
Member

By: Signed in Contingent
David J. Mitchell, Manager

By: [Signature]
Barnet L. Liberman, Manager

STATE OF **NEW YORK**

)

:ss.

COUNTY OF **NEW YORK**

)

This instrument was acknowledged before me on
_____ by

BARNET L. LIBERMAN

David J. Mitchell, manager of Las Vegas Land
Partners LLC, a Delaware limited liability company,
sole member of Livework Manger, LLC, a Delaware
limited liability company, sole member of Livework,
LLC, a Delaware limited liability company.

Notary Public

(My commission expires: _____)

40033-0002
Case No.: A-16

RA 007474

EXHIBIT 'A'

Being a portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Nevada described as follows: Commencing at the intersection of First Street and Bonneville Avenue; thence along the centerline of Bonneville Avenue South 62°04'40" East, a distance of 50.01 feet; thence departing said centerline South 27°55'20" West, a distance of 40.00 feet to the point of beginning being on the Southerly line of Bonneville Avenue. Thence from said point of beginning along said Southerly line South 62°04'40" East, 280.00 feet to the Southwesterly line of spandrel dedicated in Document No. 20071011:003371, Official Records, Clark County, Nevada; thence along said line Southeasterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of 89°59'10", for an arc length of 15.71 feet to the Westerly line of Casino Center Boulevard; thence along said Westerly line South 27°54'30" West, a distance of 379.98 feet to the Northwesterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Southwesterly along a tangent curve to the right, having a radius of 10.00 feet; through a central angle of 90°01'08", for an arc length of 15.71 feet to the Northerly line of Garces Avenue; thence along said Northerly line North 62°04'22" West, a distance of 279.99 feet to the Northeasterly line of Spandrel dedicated in Document No. 20071011:003371 Official Records, Clark County, Nevada; thence along said line Northwesterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of 89°58'48", for an arc length of 15.70 feet to the Easterly line of First Street; thence along said Easterly line North 27°54'26" East, a distance of 379.95 feet to the Southeasterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Northeasterly along tangent curve to the right, having a radius of 10.00 feet, through a central angle of 90°00'54", for an arc length of 15.71 feet to the point of beginning.

That certain 20 foot alley located in Block 9 of Clark's Las Vegas Townsite, as shown by map thereof thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada, as vacated by that certain Order of Vacation recorded October 30, 2007 in Book 20071030 as Instrument No. 01765

A.P.N. 139-34-301-008

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 139-34-301-008
b) _____
c) _____
d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: Deed from Sub to Parent

3. Total Value/Sales Price of Property: _____

\$0.00

Deed in Lieu of Foreclosure Only (value of property) (\$ _____)

Transfer Tax Value: _____

\$0.00

Real Property Transfer Tax Due _____

\$0.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: 01

b. Explain reason for exemption: Transfer between affiliated business entities with identical common ownership. Transfer from Sub to Parent.

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: _____

Signature: David S. Mitchell, President

Capacity: David S. Mitchell, President

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: Livework, LLC

Print Name: Livework Manager, LLC

Address: 41 East 60th St., 6th Floor

Address: 41 East 60th St., 6th Floor

City: New York

City: New York

State: NY Zip: 10022

State: NY Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-345348-HHLV ak/np

Address: 3960 Howard Hughes Parkway, S-600

City: Las Vegas

State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

①-1

20080425-0004161

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$0.00 Exempt 01 C

Fee: \$18.00 RPTT: EX#001
N/C Fee: \$0.00
04/25/2008 15:57:03
T20080072155
Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA
Debbie Conway STN
Clark County Recorder Pgs: 6

When Recorded Mail To: Mail Tax Statements To:
Las Vegas Land Partners LLC
41 East 60th St., 6th Floor
New York, NY 10022

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Livework Manager, LLC, a Delaware limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

Las Vegas Land Partners LLC, a Delaware limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

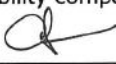
Date: 04/09/2008

40034-0001
Case No.: A-16

RA 007478

Livework Manager, LLC, a Delaware limited liability company

By: Las Vegas Land Partners LLC, a Delaware limited liability company, Sole Member

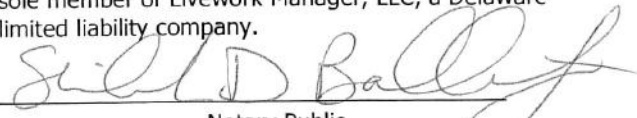
By: 
David J. Mitchell, Manager

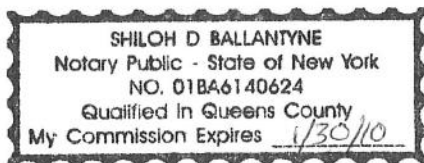
By: *Signed in Counterpart*
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
)
) :ss.
COUNTY OF **NEW YORK**)

This instrument was acknowledged before me on 4/24/08 by

David J. Mitchell, manager of Las Vegas Land Partners LLC, a Delaware limited liability company, sole member of Livework Manager, LLC, a Delaware limited liability company.


Notary Public
(My commission expires: 1/30/10)



Livework Manager, LLC, a Delaware limited liability company

By: Las Vegas Land Partners LLC, a Delaware limited liability company, Sole Member

By: _____
David J. Mitchell, Manager

By: _____
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
COUNTY OF **NEW YORK**) ss.

This instrument was acknowledged before me on _____ by

David J. Mitchell, manager of Las Vegas Land Partners LLC, a Delaware limited liability company, sole member of Livework Manager, LLC, a Delaware limited liability company.

Notary Public
(My commission expires: _____)

EXHIBIT 'A'

Being a portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Nevada described as follows: Commencing at the intersection of First Street and Bonneville Avenue; thence along the centerline of Bonneville Avenue South $62^{\circ}04'40''$ East, a distance of 50.01 feet; thence departing said centerline South $27^{\circ}55'20''$ West, a distance of 40.00 feet to the point of beginning being on the Southerly line of Bonneville Avenue. Thence from said point of beginning along said Southerly line South $62^{\circ}04'40''$ East, 280.00 feet to the Southwesterly line of spandrel dedicated in Document No. 20071011:003371, Official Records, Clark County, Nevada; thence along said line Southeasterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of $89^{\circ}59'10''$, for an arc length of 15.71 feet to the Westerly line of Casino Center Boulevard; thence along said Westerly line South $27^{\circ}54'30''$ West, a distance of 379.98 feet to the Northwestern line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Southwesterly along a tangent curve to the right, having a radius of 10.00 feet; through a central angle of $90^{\circ}01'08''$, for an arc length of 15.71 feet to the Northerly line of Garces Avenue; thence along said Northerly line North $62^{\circ}04'22''$ West, a distance of 279.99 feet to the Northeasterly line of Spandrel dedicated in Document No. 20071011:003371 Official Records, Clark County, Nevada; thence along said line Northwesternly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of $89^{\circ}58'48''$, for an arc length of 15.70 feet to the Easterly line of First Street; thence along said Easterly line North $27^{\circ}54'26''$ East, a distance of 379.95 feet to the Southeasterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Northeasterly along tangent curve to the right, having a radius of 10.00 feet, through a central angle of $90^{\circ}00'54''$, for an arc length of 15.71 feet to the point of beginning.

That certain 20 foot alley located in Block 9 of Clark's Las Vegas Townsite, as shown by map thereof thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada, as vacated by that certain Order of Vacation recorded October 30, 2007 in Book 20071030 as Instrument No. 01765

A.P.N. 139-34-301-008

(6) -1

20080425-0004160

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$0.00 Exempt 01 C

Fee: \$18.00 RPTT: EX#001
N/C Fee: \$0.00

04/25/2008 15:57:03
T20080072155

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway STN
Clark County Recorder Pgs: 6

When Recorded Mail To: Mail Tax Statements To:
Livework, LLC
41 East 60th St., 6th Floor
New York, NY 10022

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Livework, LLC, a Delaware limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

Livework Manager, LLC, a Delaware limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 04/09/2008

40035-0001
Case No.: A-16

RA 007484

Livework, LLC, a Delaware limited liability company

By: Livework Manager, LLC, a Delaware
limited liability company, Sole Member

By: Las Vegas Land Partners LLC, a
Delaware limited liability company, Sole
Member

By: [Signature]
David J. Mitchell, Manager

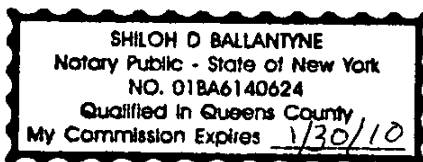
By: Signed in Contingent
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
)
COUNTY OF **NEW YORK**)
)

This instrument was acknowledged before me on
4/24/08 by

David J. Mitchell, manager of Las Vegas Land
Partners LLC, a Delaware limited liability company,
sole member of Livework Manger, LLC, a Delaware
limited liability company, sole member of Livework,
LLC, a Delaware limited liability company.

[Signature]
Notary Public
(My commission expires: 1/30/10)



Livework, LLC, a Delaware limited liability company

By: Livework Manager, LLC, a Delaware
limited liability company, Sole Member

By: Las Vegas Land Partners LLC, a
Delaware limited liability company, Sole
Member

By: Signed in contemplation
David J. Mitchell, Manager

By: [Signature]
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
) ss.
COUNTY OF **NEW YORK**)

This instrument was acknowledged before me on
_____ by

BARNET L. LIBERMAN
David J. Mitchell, manager of Las Vegas Land
Partners LLC, a Delaware limited liability company,
sole member of Livework Manger, LLC, a Delaware
limited liability company, sole member of Livework,
LLC, a Delaware limited liability company.


Notary Public
(My commission expires: _____)

STATE OF **NEW YORK**)
)
) ss.
COUNTY OF **NEW YORK**)

This instrument was acknowledged before me on
04/23/08 by

Barnet L. Liberman, manager of Las Vegas Land Partners LLC, a Delaware limited liability company, sole member of Livework Manger, LLC, a Delaware limited liability company, sole member of Livework, LLC, a Delaware limited liability company.

LLC, a Delaware limited liability company.



Notary Public
(My commission expires: _____)

JANET GRONIERI
Notary Public, State of New York
No. 31-4501747
Qualified in New York County
Commission Expires May 31, 2011

1, 2011

SOR'S COPY

EXHIBIT 'A'

Being a portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Nevada described as follows: Commencing at the intersection of First Street and Bonneville Avenue; thence along the centerline of Bonneville Avenue South $62^{\circ}04'40''$ East, a distance of 50.01 feet; thence departing said centerline South $27^{\circ}55'20''$ West, a distance of 40.00 feet to the point of beginning being on the Southerly line of Bonneville Avenue. Thence from said point of beginning along said Southerly line South $62^{\circ}04'40''$ East, 280.00 feet to the Southwesterly line of spandrel dedicated in Document No. 20071011:003371, Official Records, Clark County, Nevada; thence along said line Southeasterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of $89^{\circ}59'10''$, for an arc length of 15.71 feet to the Westerly line of Casino Center Boulevard; thence along said Westerly line South $27^{\circ}54'30''$ West, a distance of 379.98 feet to the Northwesterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Southwesterly along a tangent curve to the right, having a radius of 10.00 feet; through a central angle of $90^{\circ}01'08''$, for an arc length of 15.71 feet to the Northerly line of Garces Avenue; thence along said Northerly line North $62^{\circ}04'22''$ West, a distance of 279.99 feet to the Northeasterly line of Spandrel dedicated in Document No. 20071011:003371 Official Records, Clark County, Nevada; thence along said line Northwesterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of $89^{\circ}58'48''$, for an arc length of 15.70 feet to the Easterly line of First Street; thence along said Easterly line North $27^{\circ}54'26''$ East, a distance of 379.95 feet to the Southeasterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Northeasterly along tangent curve to the right, having a radius of 10.00 feet, through a central angle of $90^{\circ}00'54''$, for an arc length of 15.71 feet to the point of beginning.

That certain 20 foot alley located in Block 9 of Clark's Las Vegas Townsite, as shown by map thereof thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada, as vacated by that certain Order of Vacation recorded October 30, 2007 in Book 20071030 as Instrument No. 01765

A.P.N. 139-34-301-008

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 139-34-301-008
b) _____
c) _____
d) _____

2. Type of Property

a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: Don Mitchell

3. Total Value/Sales Price of Property:

\$0.00

Deed in Lieu of Foreclosure Only (value of property)

(\$ _____)

Transfer Tax Value:

\$0.00

Real Property Transfer Tax Due

\$0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 375.090, Section: 01

b. Explain reason for exemption: Transfer between affiliated business entities with identical common ownership. Tennessee from Sub to Parent

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: _____

Signature: David S. Mitchell, President

Capacity: _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: Livework, LLC

Print Name: Livework Manager, LLC

Address: 41 East 60th St., 6th Floor

Address: 41 East 60th St., 6th Floor

City: New York

City: New York

State: NY Zip: 10022

State: NY Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-345348-HHLV ak/np

Address: 3960 Howard Hughes Parkway, S-600

City: Las Vegas

State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

4160

40035-0006

Case No.: A-16

RA 007489

①-1

20080425-0004161

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$0.00 Exempt 01 C

Fee: \$18.00 RPTT: EX#001
N/C Fee: \$0.00

04/25/2008 15:57:03
T20080072155

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway STN
Clark County Recorder Pgs: 6

When Recorded Mail To: Mail Tax Statements To:
Las Vegas Land Partners LLC
41 East 60th St., 6th Floor
New York, NY 10022

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Livework Manager, LLC, a Delaware limited liability company

do(es) hereby GRANT, BARGAIN and SELL to

Las Vegas Land Partners LLC, a Delaware limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.


Date: 04/09/2008

40036-0001
Case No.: A-16

RA 007490

Livework Manager, LLC, a Delaware limited liability company

By: Las Vegas Land Partners LLC, a Delaware limited liability company, Sole Member

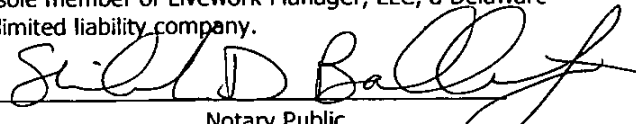
By: 
David J. Mitchell, Manager

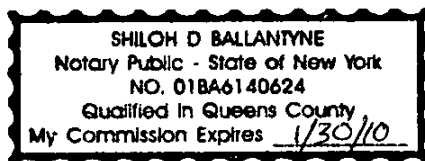
By: *Signed in Counterpart*
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
)
) ss.
COUNTY OF **NEW YORK**)

This instrument was acknowledged before me on 4/24/08 by

David J. Mitchell, manager of Las Vegas Land Partners LLC, a Delaware limited liability company, sole member of Livework Manager, LLC, a Delaware limited liability company.


Notary Public
(My commission expires: 1/30/10)



Livework Manager, LLC, a Delaware limited liability company

By: Las Vegas Land Partners LLC, a Delaware limited liability company, Sole Member

By: _____
David J. Mitchell, Manager

By: _____
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
COUNTY OF **NEW YORK**) ss.

This instrument was acknowledged before me on _____ by

David J. Mitchell, manager of Las Vegas Land Partners LLC, a Delaware limited liability company, sole member of Livework Manager, LLC, a Delaware limited liability company.

Notary Public
(My commission expires: _____)

EXHIBIT 'A'

Being a portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Nevada described as follows: Commencing at the intersection of First Street and Bonneville Avenue; thence along the centerline of Bonneville Avenue South 62°04'40" East, a distance of 50.01 feet; thence departing said centerline South 27°55'20" West, a distance of 40.00 feet to the point of beginning being on the Southerly line of Bonneville Avenue. Thence from said point of beginning along said Southerly line South 62°04'40" East, 280.00 feet to the Southwesterly line of spandrel dedicated in Document No. 20071011:003371, Official Records, Clark County, Nevada; thence along said line Southeasterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of 89°59'10", for an arc length of 15.71 feet to the Westerly line of Casino Center Boulevard; thence along said Westerly line South 27°54'30" West, a distance of 379.98 feet to the Northwesterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Southwesterly along a tangent curve to the right, having a radius of 10.00 feet; through a central angle of 90°01'08", for an arc length of 15.71 feet to the Northerly line of Garces Avenue; thence along said Northerly line North 62°04'22" West, a distance of 279.99 feet to the Northeasterly line of Spandrel dedicated in Document No. 20071011:003371 Official Records, Clark County, Nevada; thence along said line Northwesterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of 89°58'48", for an arc length of 15.70 feet to the Easterly line of First Street; thence along said Easterly line North 27°54'26" East, a distance of 379.95 feet to the Southeasterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Northeasterly along tangent curve to the right, having a radius of 10.00 feet, through a central angle of 90°00'54", for an arc length of 15.71 feet to the point of beginning.

That certain 20 foot alley located in Block 9 of Clark's Las Vegas Townsite, as shown by map thereof thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada, as vacated by that certain Order of Vacation recorded October 30, 2007 in Book 20071030 as Instrument No. 01765

A.P.N. 139-34-301-008

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 139-34-301-008

b) _____

c) _____

d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: 2 documents

3. Total Value/Sales Price of Property: _____

\$0.00

Deed in Lieu of Foreclosure Only (value of property) _____

(\$ _____)

Transfer Tax Value: _____

\$0.00

Real Property Transfer Tax Due _____

\$0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 375.090, Section: 01

b. Explain reason for exemption: Transfer between affiliated business entities with identical common ownership

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: _____

Signature: David J. Mitchell, President

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Livework Manager, LLC

Print Name: LLC

Address: 41 East 60th St., 6th Floor

Address: 41 East 60th St., 6th Floor

City: New York

City: New York

State: NY Zip: 10022

State: NY Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance

Company National Commercial

Print Name: Services

File Number: NCS-345348-HHLV ak/np

Address: 3960 Howard Hughes Parkway, S-600

City: Las Vegas

State: NV

Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

40036-0006

Case No.: A-16

RA 007495

6-1

20080425-0004162

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$0.00 Exempt 01 C

8

Fee: \$18.00 RPTT: EX#001
N/C Fee: \$0.00

04/25/2008 15:57:03
T20080072155

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway STN
Clark County Recorder Pgs: 6

When Recorded Mail To: Mail Tax Statements To:
Wink One, LLC
41 East 60th St., 6th Floor
New York, NY 10022

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Las Vegas Land Partners LLC, a Delaware limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

Wink One LLC, a Delaware limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 04/09/2008

40037-0001
Case No.: A-16

RA 007496

Las Vegas Land Partners LLC, a Delaware limited liability company, Sole Member

By: [Signature]
David J. Mitchell, Manager

By: Signed in Contempt
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
) ss.
COUNTY OF **NEW YORK**)

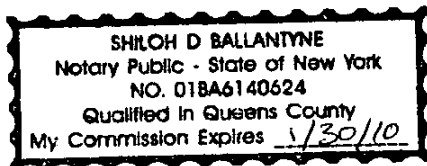
This instrument was acknowledged before me on
4/24/08 by

David J. Mitchell, manager of Las Vegas Land Partners LLC, a Delaware limited liability company.

[Signature]

Notary Public

(My commission expires: 1/30/10)



Las Vegas Land Partners LLC, a Delaware limited liability company, Sole Member

By: Signed in Counterpart
David J. Mitchell, Manager

By: [Signature]
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
) ss.
COUNTY OF **NEW YORK**)

This instrument was acknowledged before me on _____ by

David J. Mitchell, manager of Las Vegas Land Partners LLC, a Delaware limited liability company.

Notary Public
(My commission expires: _____)

STATE OF **NEW YORK**)
) ss.
COUNTY OF **NEW YORK**)

This instrument was acknowledged before me on
04/22/08 by

Barnet L. Liberman, manager of Las Vegas Land Partners LLC, a Delaware limited liability company.

Notary Public

(My commission expires: _____)

JANET GRONIERI
Notary Public, State of New York
No. 31-4501747
Qualified in New York County
Commission Expires May 31, 2011

Qualified in New York County
Commission Expires May 31, 2011

40037-0004
Case No.: A-16

RA 007499

EXHIBIT 'A'

Being a portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Nevada described as follows: Commencing at the intersection of First Street and Bonneville Avenue; thence along the centerline of Bonneville Avenue South $62^{\circ}04'40''$ East, a distance of 50.01 feet; thence departing said centerline South $27^{\circ}55'20''$ West, a distance of 40.00 feet to the point of beginning being on the Southerly line of Bonneville Avenue. Thence from said point of beginning along said Southerly line South $62^{\circ}04'40''$ East, 280.00 feet to the Southwesterly line of spandrel dedicated in Document No. 20071011:003371, Official Records, Clark County, Nevada; thence along said line Southeasterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of $89^{\circ}59'10''$, for an arc length of 15.71 feet to the Westerly line of Casino Center Boulevard; thence along said Westerly line South $27^{\circ}54'30''$ West, a distance of 379.98 feet to the Northwesterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Southwesterly along a tangent curve to the right, having a radius of 10.00 feet; through a central angle of $90^{\circ}01'08''$, for an arc length of 15.71 feet to the Northerly line of Garces Avenue; thence along said Northerly line North $62^{\circ}04'22''$ West, a distance of 279.99 feet to the Northeasterly line of Spandrel dedicated in Document No. 20071011:003371 Official Records, Clark County, Nevada; thence along said line Northwesterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of $89^{\circ}58'48''$, for an arc length of 15.70 feet to the Easterly line of First Street; thence along said Easterly line North $27^{\circ}54'26''$ East, a distance of 379.95 feet to the Southeasterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Northeasterly along tangent curve to the right, having a radius of 10.00 feet, through a central angle of $90^{\circ}00'54''$, for an arc length of 15.71 feet to the point of beginning.

That certain 20 foot alley located in Block 9 of Clark's Las Vegas Townsite, as shown by map thereof thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada, as vacated by that certain Order of Vacation recorded October 30, 2007 in Book 20071030 as Instrument No. 01765

A.P.N. 139-34-301-008

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 139-34-301-008
b) _____
c) _____
d) _____

2. Type of Property

a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: Doc submitted

3. Total Value/Sales Price of Property: _____

\$0.00

Deed in Lieu of Foreclosure Only (value of property) _____

(\$ _____)

Transfer Tax Value: _____

\$0.00

Real Property Transfer Tax Due _____

\$0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 375.090, Section: 01

b. Explain reason for exemption: Transfer between affiliated business entities with identical common ownership. Transfer from sub to parent

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: _____

Signature: David S. Mitchell, Manager

Capacity: _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: Las Vegas Land Partners LLC

Print Name: Wink One LLC

Address: 41 East 60th St., 6th Floor

Address: 41 East 60th St., 6th Floor

City: New York

City: New York

State: NY Zip: 10022

State: NY Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance

Company National Commercial

Print Name: Services

File Number: NCS-345348-HHLV ak/np

Address: 3960 Howard Hughes Parkway, S-600

City: Las Vegas

State: NV

Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

40037-0006

Case No.: A-16

RA 007501

SECOND AMENDMENT OF LEASE

SECOND AMENDMENT OF LEASE made as of this 9th day of April, 2009 (the "**Effective Date**"), by and between WINK ONE, LLC ("**Wink**"), having an office c/o Mitchell Holdings, 41 East 60th Street, 6th Floor, New York, New York 10022, FC RTC 39, LLC ("**FC 39**") and FC RTC 20, LLC ("**FC 20**"), both having an office c/o 50 Public Square, Suite 1360, Cleveland, Ohio 44113 (collectively, the "**Landlord**"), and REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, having an office at 600 S. Grand Central Parkway, Suite 350, Las Vegas, Nevada 89106-4512 ("**Tenant**").

WITNESSETH:

WHEREAS, Livework, LLC ("**Livework**") and Tenant have previously entered into a Lease, dated as of April 2, 2007 (the "**Lease**"), pursuant to which Livework leased to Tenant and Tenant leased from Livework certain premises (the "**Premises**") as more particularly described in the Lease; and

WHEREAS, Livework assigned an undivided 39.775% tenancy in common interest in the Lease (the "**39 Interest**") to FC Vegas 39, LLC ("**Vegas 39**") and an undivided 20.225% tenancy in common interest in the Lease (the "**20 Interest**") to FC Vegas 20, LLC ("**Vegas 20**") pursuant to an assignment and Assumption of Leases, Rents and Security Deposits dated as of June 22, 2007; and

WHEREAS, the Lease was amended by First Amendment to Lease dated as of September 17, 2007 ("**First Amendment**"); and

WHEREAS, Livework assigned an undivided forty percent (40%) tenancy in common interest in the Lease to Livework Manager, LLC by Assignment and Assumption of Lease dated April 28, 2008, which interest was further assigned to Las Vegas Land Partners, LLC, by Assignment and Assumption of Lease dated April 28, 2008, and such interest was finally assigned to Wink One, LLC ("**Wink One**") by Assignment and Assumption of Lease dated April 28, 2008; and

WHEREAS, Vegas 39 assigned the 39 Interest to Rolling Acres Properties Co. Limited Partnership pursuant to an Assignment and Assumption Agreement dated April 28, 2008 which interest was further assigned to FC 39 pursuant to an Assignment and Assumption Agreement dated April 28, 2008; and

WHEREAS, Vegas 20 assigned the 20 Interest to Canton Centre Mall Limited Partnership pursuant to an Assignment and Assumption Agreement dated April 28, 2008, which interest was further assigned to FC 20 pursuant to an Assignment and Assumption Agreement dated as of April 28, 2008, and

WHEREAS, the parties hereto desire to modify and further amend the Lease in certain respects as provided herein.

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.
2. FC 39 and FC 20 hereby ratify the First Amendment in all respects.
3. Landlord has agreed to provide a Right of Way Grant for roadway purposes to the City of Las Vegas over a certain portion of the Premises ("Easement Area") as depicted on Exhibit "A" attached hereto and made a part hereof. The Easement Area shall be used for a bus turnout lane and pedestrian access area and all costs of construction of the same in compliance with City standards shall be the sole responsibility of the Tenant. The Tenant shall have the obligation to restore the Easement Area to its state as of the Effective Date, including but not limited to removing the additional lane constructed and any improvements installed thereon in compliance with City standards, at its sole cost and expense prior to the end of the Lease Term, or in the event that the Lease terminates earlier than the stated Lease Term for any reason whatsoever, within six (6) months of such termination date. This provision shall survive the expiration or earlier termination of the Lease.
4. Except as modified by this Second Amendment, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.
5. The covenants, agreements, terms and conditions contained in this Second Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and, except as may be otherwise provided in the Lease as hereby supplemented, their respective assigns.
6. This Second Amendment may not be changed or terminated orally but only by an agreement in writing signed by the party against which enforcement of any waiver, change, termination, modification or discharge is sought.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment of Lease as of the date first above written.

Landlords:

Wink One, LLC

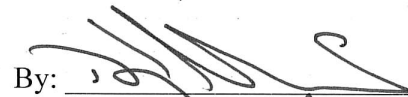


By: _____

Name: _____

Title: _____

FC RTC 39, LLC

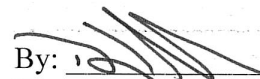


By: _____

Name: DIMITRIS VAZELAKIS

Title: Authorized Representative

FC RTC 20, LLC



By: _____

Name: DIMITRIS VAZELAKIS

Title: Authorized Representative

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN
NEVADA, Tenant



Name: LAWRENCE L. BROWN III

Title: Chairman

APPROVED AS TO FORM

By: 
Name: ZEV KAPLAN
Title: General Counsel

ATTEST: 
By: 
Name: TONI MICHENER
Title: Executive Secretary

EXHIBIT A

APN: 139-34-301-008

EXPLANATION

THIS DESCRIPTION DESCRIBES AN AREA WITHIN A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AND ALSO BEING KNOWN AS BLOCK 9 OF CLARK'S LAS VEGAS TOWNSITE AS RECORDED IN BOOK 1, PAGE 37 AND RECORDED IN BOOK 20080425 AS INSTRUMENT 04166 IN THE CLARK COUNTY RECORDER'S OFFICE.

LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND DESCRIBED AS FOLLOWS:

BEING THE EAST FOURTEEN AND ONE-HALF FOOT (14.5') OF ASSESSOR PARCEL NUMBER 139-34-301-008, LESS THE SPANDREL AREA AS DESCRIBED IN DOCUMENT NO. 20071011:003371, AND LESS THE SPANDREL AREA AS DESCRIBED IN DOCUMENT NO. 20010718:001127 OFFICIAL RECORDS, CLARK COUNTY, NEVADA,

CONTAINING 5,758 SQUARE FEET.

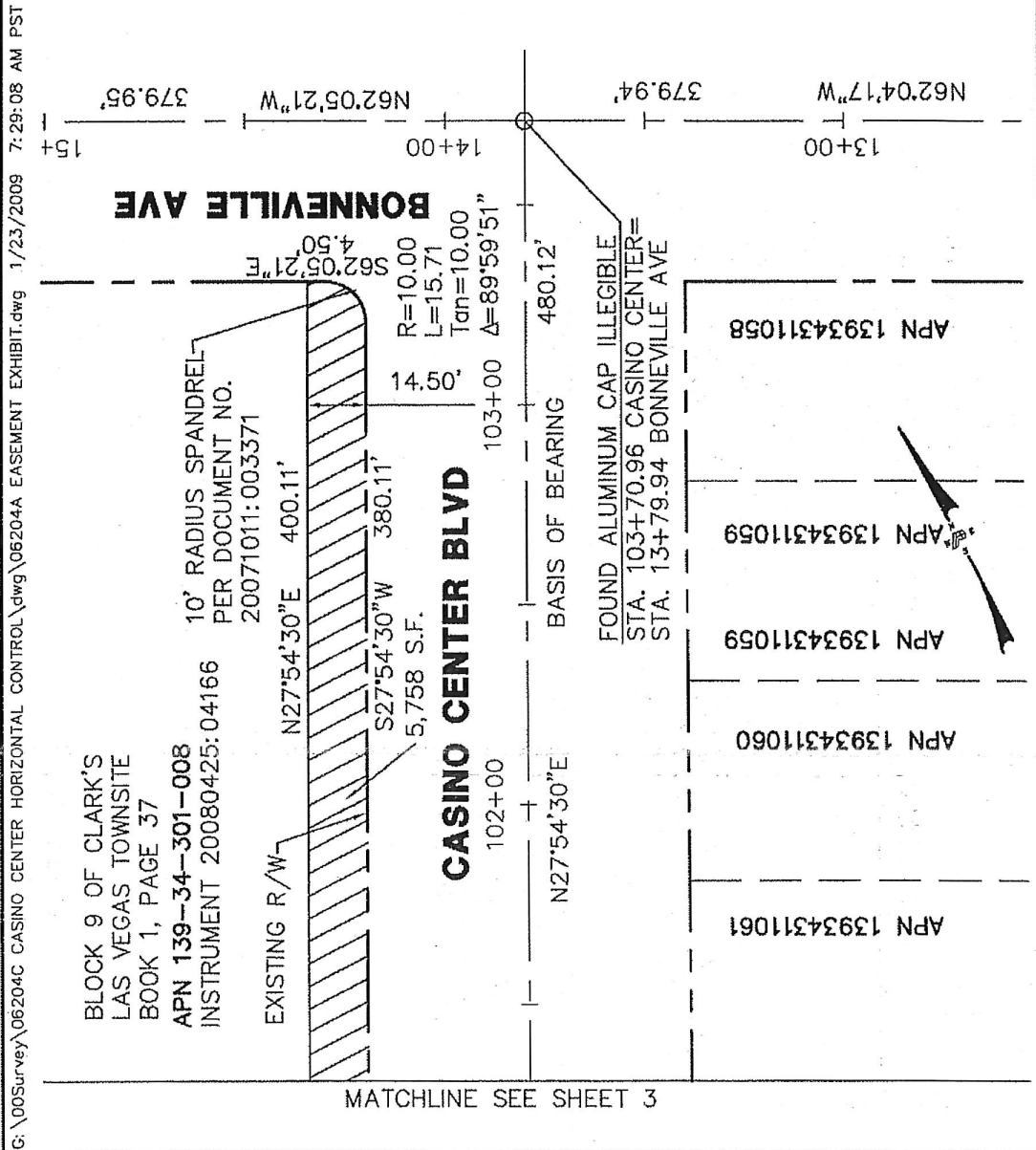
BASIS OF BEARINGS

NORTH 27°54'30" EAST, BEING THE BEARING OF THE CENTERLINE OF CASINO CENTER BOULEVARD BETWEEN STEWART AVENUE AND COOLIDGE AVENUE AS SHOWN ON THAT CERTAIN MAP IN FILE 67, PAGE 79 OF SURVEYS, ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

MARK D. HERZIG
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE No. 18982
POGGEMEYER DESIGN GROUP, INC.
6960 SMOKE RANCH ROAD, #110
LAS VEGAS, NEVADA 89128



ROADWAY AND UTILITY EASEMENT EXHIBIT



POGGE MEYER DESIGN GROUP

6960 Smoke Ranch Suite 110
Las Vegas, Nevada 89128

p) 702.255.8100

f) 702.255.8375

www.poggemeyer.com

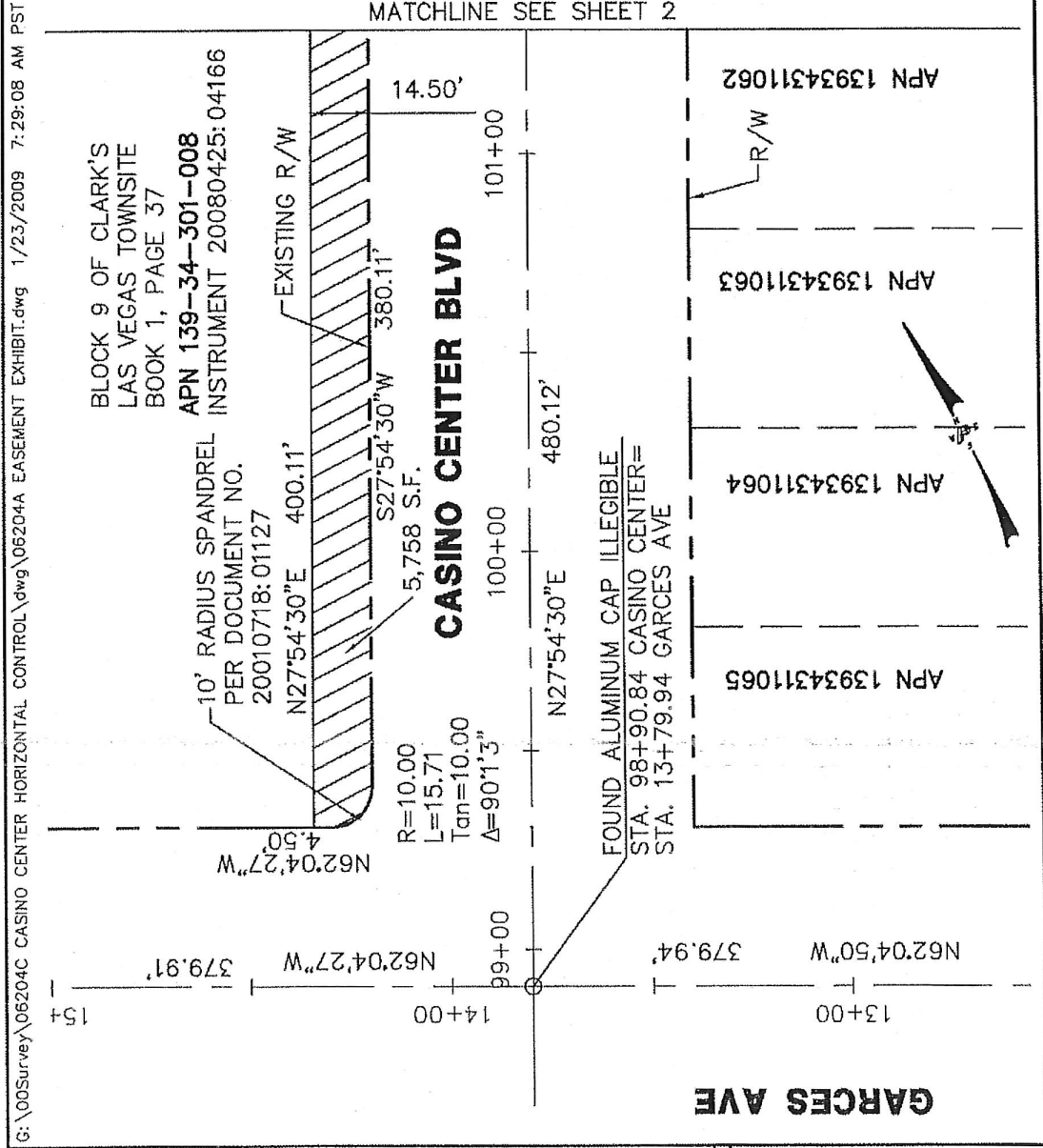
SCALE	1"=40'
JOB NO.	06204C
DATE	01-23-09
DRAWING NO.	SHEET 2 OF 3

40038-0006
Case No.: A-16

RA 007507

ROADWAY AND UTILITY EASEMENT EXHIBIT

MATCHLINE SEE SHEET 2



**POGGE MEYER
DESIGN GROUP**

6960 Smoke Ranch Suite 110
Las Vegas, Nevada 89128

p) 702.255.8100

f) 702.255.8375 www.poggemeyer.com

SCALE	1" = 40'
JOB NO.	06204C
DATE	01-23-09
DRAWING NO.	SHEET 3 OF 3

40038-0007
Case No.: A-16

RA 007508

6-1

20080425-0004162

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$0.00 Exempt 01 C

Fee: \$18.00 RPTT: EX#001
N/C Fee: \$0.00
04/25/2008 15:57:03
T20080072155
Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA
Debbie Conway STN
Clark County Recorder Pgs: 6

When Recorded Mail To: Mail Tax Statements To:
Wink One, LLC
41 East 60th St., 6th Floor
New York, NY 10022

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Las Vegas Land Partners LLC, a Delaware limited liability company

do(es) hereby GRANT, BARGAIN and SELL to

Wink One LLC, a Delaware limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 04/09/2008

Las Vegas Land Partners LLC, a Delaware limited liability company, Sole Member

By: [Signature]
David J. Mitchell, Manager

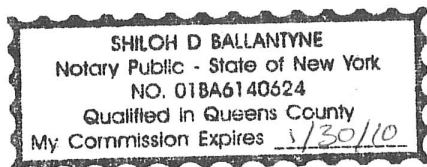
By: Signed in counterpart
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
)
) :ss.
COUNTY OF **NEW YORK**)

This instrument was acknowledged before me on
4/24/08 by

David J. Mitchell, manager of Las Vegas Land Partners LLC, a Delaware limited liability company.

[Signature]
Notary Public
(My commission expires: 1/30/10)



Las Vegas Land Partners LLC, a Delaware limited liability company, Sole Member

By: Signed in Contingent
David J. Mitchell, Manager

By: [Signature]
Barnet L. Liberman, Manager

STATE OF **NEW YORK**)
)
) :ss.
COUNTY OF **NEW YORK**)

This instrument was acknowledged before me on _____ by

David J. Mitchell, manager of Las Vegas Land Partners LLC, a Delaware limited liability company.

Notary Public
(My commission expires: _____)

EXHIBIT 'A'

Being a portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Nevada described as follows: Commencing at the intersection of First Street and Bonneville Avenue; thence along the centerline of Bonneville Avenue South 62°04'40" East, a distance of 50.01 feet; thence departing said centerline South 27°55'20" West, a distance of 40.00 feet to the point of beginning being on the Southerly line of Bonneville Avenue. Thence from said point of beginning along said Southerly line South 62°04'40" East, 280.00 feet to the Southwesterly line of spandrel dedicated in Document No. 20071011:003371, Official Records, Clark County, Nevada; thence along said line Southeasterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of 89°59'10", for an arc length of 15.71 feet to the Westerly line of Casino Center Boulevard; thence along said Westerly line South 27°54'30" West, a distance of 379.98 feet to the Northwesterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Southwesterly along a tangent curve to the right, having a radius of 10.00 feet; through a central angle of 90°01'08", for an arc length of 15.71 feet to the Northerly line of Garces Avenue; thence along said Northerly line North 62°04'22" West, a distance of 279.99 feet to the Northeasterly line of Spandrel dedicated in Document No. 20071011:003371 Official Records, Clark County, Nevada; thence along said line Northwesterly along a tangent curve to the right, having a radius of 10.00 feet, through a central angle of 89°58'48", for an arc length of 15.70 feet to the Easterly line of First Street; thence along said Easterly line North 27°54'26" East, a distance of 379.95 feet to the Southeasterly line of spandrel dedicated in Document No. 20010718:01127, Official Records, Clark County, Nevada; thence along said line Northeasterly along tangent curve to the right, having a radius of 10.00 feet, through a central angle of 90°00'54", for an arc length of 15.71 feet to the point of beginning.

That certain 20 foot alley located in Block 9 of Clark's Las Vegas Townsite, as shown by map thereof thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada, as vacated by that certain Order of Vacation recorded October 30, 2007 in Book 20071030 as Instrument No. 01765

A.P.N. 139-34-301-008

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 139-34-301.008
b) _____
c) _____
d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: Drop Payment

3. Total Value/Sales Price of Property: _____

\$0.00

Deed in Lieu of Foreclosure Only (value of property)

(\$ _____)

Transfer Tax Value:

\$0.00

Real Property Transfer Tax Due

\$0.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: 01

b. Explain reason for exemption: Transfer between affiliated business entities with identical common ownership. Transfer from Sub to Parent

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: David J. Mitchell, Manager

Signature: _____

Capacity: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Las Vegas Land Partners LLC

Address: 41 East 60th St., 6th Floor

City: New York

State: NY Zip: 10022

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Wink One LLC

Address: 41 East 60th St., 6th Floor

City: New York

State: NY Zip: 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance

Company National Commercial

Print Name: Services

File Number: NCS-345348-HHLV ak/np

Address: 3960 Howard Hughes Parkway, S-600

City: Las Vegas

State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

CONTINUING UNLIMITED GUARANTY

THIS CONTINUING UNLIMITED GUARANTY (the "Guaranty") is made and entered into as of December 20, 2006, by DAVID J. MITCHELL, a married individual residing in the State of New York, and BARNET L. LIBERMAN, a married individual residing in the State of New York, and LAS VEGAS LAND PARTNERS LLC, a Delaware limited liability company (collectively, "Guarantors"). jointly and severally, unconditionally, irrevocably and absolutely to HEARTLAND BANK, a federal savings bank ("Lender").

RECITALS

A. Lender has made a non-revolving loan to Zoe Property, LLC, a Delaware limited liability company ("Borrower"), in the original principal amount of Seven Million One Hundred Thousand and No/100 Dollars (\$7,100,000.00) (the "Loan").

B. The Loan is evidenced and secured by and made pursuant to certain loan documents, including, but not limited to: (i) a Promissory Note dated of even date herewith in the original principal amount of \$5,400,000.00 executed by Borrower and payable to the order of Lender (as the same may be amended, supplemented or otherwise modified from time to time, including any other instruments executed and delivered in renewal, extension, rearrangement or otherwise in replacement thereof, the "First Note"); (i) a Promissory Note dated of even date herewith in the original principal amount of \$1,700,000.00 executed by Borrower and payable to the order of Lender (as the same may be amended, supplemented or otherwise modified from time to time, including any other instruments executed and delivered in renewal, extension, rearrangement or otherwise in replacement thereof, the "Second Note", and, together with the First Note, the "Notes") and (iii) a Deed of Trust, Security Agreement and Fixture Filing With Assignment of Rents, Proceeds and Agreements dated of even date herewith from Borrower, as grantor, for the benefit of Lender and intended to be recorded forthwith in the records of the Recorder of Deeds of Clark County, Nevada (as the same may be amended, supplemented or otherwise modified from time to time, including any other instruments executed and delivered in renewal, extension, rearrangement or otherwise in replacement thereof, the "Deed of Trust") against and encumbering certain real property and improvements located at 400 S. 1st St., 15 Lewis Ave. and 401 S. Main St., Las Vegas, Nevada (the "Mortgaged Property"), which is legally described in Exhibit A to the Deed of Trust. The Notes, Deed of Trust, and the other documents executed and delivered in connection with the Loan are collectively referred to herein as the "Loan Documents".

C. Guarantors own a substantial portion of Borrower, directly or indirectly, and will derive benefit from the Loan.

D. As a condition to making the Loan, Lender has required that Guarantors execute and deliver this Guaranty. In order to induce Lender to make the Loan, make disbursements and accept the Loan Documents, Guarantors have agreed to give this Guaranty.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantors hereby jointly and severally covenant and agree with Lender as follows:

502-000-000

Mitch0158802

40045-0001

Case No.: A-16

RA 007515

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in either of the Notes. The term "Guarantors" as used herein refers to the undersigned, their respective heirs, legal representatives, successors and assigns and shall be read in the singular where the context otherwise requires.

2. Guaranty of Payment. Each Guarantor hereby irrevocably, unconditionally and absolutely guarantees to Lender the due and prompt payment, and not just the collectability, of the principal of, and interest, fees and late charges of all indebtedness now or hereafter owing by Borrower to Lender including but not limited to under one or both of the Notes when due, whether at maturity, by acceleration or otherwise all at the times and places and at the rates described in, and otherwise according to the terms of the Loan Documents, whether now existing or hereafter created or arising (the payment of the items set forth in this Section 2 is referred to herein as the "Guaranteed Debt").

3. Payments by Guarantors. Notwithstanding any other provision of this Guaranty or any of the Loan Documents, only payments which Guarantors (or any of them) make to Lender which are in the form of (i) interest payments on the Loan, (ii) principal repayments of the Loan, (iii) the payment of fees, late charges or other indebtedness, if any, related to the Loan, or (iv) the payment of costs and expenses incurred by Lender (including reasonable attorneys' fees) in enforcing this Guaranty, shall constitute payments made pursuant to the terms of this Guaranty. It is expressly understood that any amounts disbursed, expended or otherwise paid by Guarantors (or any of them) to any party other than Lender, regardless of whether such amounts relate in any way to the Loan or are for the benefit of the Mortgaged Property, shall not constitute amounts paid by Guarantors (or any of them) pursuant to the terms of this Guaranty and shall not reduce the amount which Lender may collect from Guarantors (or any of them) pursuant to the terms of this Guaranty.

4. Promise to Pay. In the event Borrower shall at any time fail to pay Lender any principal of or interest on or other sums constituting any Guaranteed Debt when due, whether by acceleration or otherwise, Guarantors promise to pay such amount to Lender forthwith, together with all collection costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and all other litigation expenses (including but not limited to expert witness fees, exhibit preparation, and courier, postage, communication and document copying expenses). Any sum required to be paid by Guarantors to Lender pursuant to this Guaranty shall bear interest from the date such sum becomes due until paid at a per annum rate equal to the Default Rate (as defined in either of the Notes).

5. Authorization to Apply Assets to Guaranteed Debt. Each Guarantor hereby authorizes Lender, following the occurrence of an Event of Default which has not been cured within the applicable grace period, without demand or notice, to apply any property, balances, credits, accounts or moneys of Guarantors then in the possession of Lender, or standing to the credit of Guarantors, to the payment of such Guaranteed Debt.

6. Agreements of Guarantors. Each Guarantor hereby agrees that Lender may, from time to time without notice to or the consent of Guarantors and upon such terms and conditions as Lender may deem advisable without affecting this Guaranty:

(a) release any maker, surety or other person liable for payment of all or any part of the Guaranteed Debt;

(b) make any agreement extending or otherwise altering the time for or terms of payment of all or any part of the Guaranteed Debt;

(c) modify, waive, compromise, release, subordinate, resort to, exercise or refrain from exercising any right Lender may have hereunder, under the either of the Notes or any other Loan Document given for the Guaranteed Debt;

(d) accept additional security or guarantees of any kind;

(e) endorse, transfer or assign either of the Notes and any other Loan Documents to any other party;

(f) accept from Borrower or any other party partial payment or payments on account of the Guaranteed Debt;

(g) from time to time hereafter further loan monies or give or extend credit to or for the benefit of any Guarantor and his respective Affiliates; or

(h) release, settle or compromise any claim of Lender against Borrower, or against any other person, firm or corporation whose obligation is held by Lender as collateral security for the Guaranteed Debt.

7. Waivers. Each Guarantor hereby unconditionally and absolutely waives:

(a) any obligation on the part of Lender to protect, secure or insure any of the security given for the payment of the Guaranteed Debt;

(b) any defense related to the validity or unenforceability of the Guaranteed Debt;

(c) any defense related to the release of any of the security given for the payment of either of the Notes;

(d) notice of acceptance of this Guaranty by Lender;

(e) notice of presentment, demand for payment, notice of non-payment or partial payment;

(f) notice of any defaults under either of the Notes or in the performance of any of the covenants and agreements contained therein or in any other Loan Document given as security for either of the Notes;

(g) any defense related to any limitation or exculpation of liability on the part of Borrower, whether contained in either of the Notes or otherwise;

(h) any defense related to the transfer or sale by Borrower of any security given for the Guaranteed Debt or the diminution in value thereof;

(i) any defense related to any failure, neglect or omission on the part of Lender to realize or protect the Guaranteed Debt or any security given therefor;

(j) any right to insist that Lender prosecute collection of either of the Notes or resort to any instrument or security given to secure the Guaranteed Debt or to proceed against Borrower or any other guarantor or surety prior to enforcing this Guaranty; provided, however, at its sole discretion Lender may in a separate action or an action pursuant to this Guaranty pursue its remedies against Borrower or any other guarantor or surety, without affecting its rights under this Guaranty;

(k) notice to Guarantors of the existence of the Loan or the extending to Borrower of a portion of the Guaranteed Debt;

(l) any right to insist Lender disburse the full principal amount of either of the Notes to Borrower or the order, method, manner or amounts disbursed under such Note; and

(m) the provisions of Nevada Revised Statute 40.495 and Nevada Revised Statute 40.430.

8. Additional Agreements and Waivers. Without limiting the generality of the foregoing, Guarantors will not assert against Lender any defense of waiver release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, ultra vires acts, usury, illegality or unenforceability which may be available to Borrower in respect of either of the Notes or any other Loan Document, or any setoff available against Lender to Borrower whether or not on account of a related transaction, and each Guarantor expressly agrees that Guarantors shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing either of the Notes, notwithstanding provisions of law that may prevent Lender from enforcing such deficiency against Borrower. The liability of Guarantors shall not be affected or impaired by any voluntary or involuntary dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar event or proceeding affecting Borrower or any of their assets and that upon the institution of any of the above actions, at Lender's sole discretion and without notice thereof or demand therefor, each Guarantor's obligations shall become due and payable and enforceable against Guarantors, whether or not the Guaranteed Debt is then due and payable. Each Guarantor further agrees that no act or thing, except for payment in full, which but for this provision might or could in law or in equity act as a release of the liabilities of Guarantors (or any of them) hereunder shall in any way affect or impair this Guaranty and each Guarantor agrees that this shall be a continuing, absolute and unconditional guaranty and shall be in full force and effect until the Guaranteed Debt has been paid in full.

9. Unconditional Obligation. The obligations of Guarantors hereunder shall be primary, absolute and unconditional, and shall remain in full force and effect without regard to, and shall not be impaired or affected by any of the following:

(a) the genuineness, validity, regularity or enforceability of, or any amendment or change in either of the Notes, any other Loan Document, or any change in or

extension of the amount, manner, place or terms of payment of, all or any portion of the Guaranteed Debt;

(b) the taking or failure to take any action to enforce either of the Notes, any other Loan Document, or the exercise or failure to exercise any remedy, power or privilege contained therein or available at law or otherwise, or the waiver by Lender of any provisions of either of the Notes or any other Loan Document;

(c) any impairment, modification, change, release or limitation in any manner of the liability of Borrower or its respective estate in bankruptcy, or of any remedy for the enforcement of Borrower's liability, resulting from the operation of any present or future provision of the bankruptcy laws or any other statute or regulation, or the dissolution, bankruptcy, insolvency, or reorganization of Borrower;

(d) the merger or consolidation of Borrower, or any sale or transfer by Borrower of all or part of its assets or property;

(e) any claim Guarantors (or any of them) may have against any other obligor of the Guaranteed Debt, including any claim of contribution;

(f) the release, in whole or in part, of any other guarantor (if more than one), Borrower or any other obligor of the Guaranteed Debt; or

(g) any other action or circumstance which (with or without notice to or knowledge of Guarantors (or any of them)) may or might in any manner or to any extent vary the risks of Guarantors hereunder or otherwise constitute a legal or equitable discharge or defense,

it being understood and agreed by Guarantors that the obligations under this Guaranty shall not be discharged except by the full payment and performance of the Guaranteed Debt.

10. Guarantors' Representations and Warranties. Each Guarantor hereby represents and warrants to Lender as follows:

(a) *Financial Statements.* All financial statements and data which have heretofore been given to Lender with respect to said Guarantor fully and accurately represent the financial condition of said Guarantor as of the date thereof, and, since the date thereof, there has been no material adverse change in the financial condition of said Guarantor.

(b) *Address.* The address of said Guarantor as specified in Section 22 is true and correct and until Lender shall have actually received a written notice specifying a change of address, and specifically stating that notice is issued to such changed address, Lender may rely on the address stated as being accurate.

(c) *No Default.* Said Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court or other governmental authority, in the payment of any debt for borrowed money or under any agreement evidencing or securing any such debt, such that any such default or failure to pay could result in a Material

Adverse Change. No event (including specifically said Guarantor's execution and delivery of this Guaranty) has occurred which, with or without the lapse of time or action by a third party, constitutes or could constitute a material breach or material default under any document evidencing or securing any obligation to pay money or under any other contract or agreement to which said Guarantor is a party, such that any such default or failure to pay could result in a Material Adverse Change.

(d) *Solvent.* Said Guarantor is now solvent, and no bankruptcy or insolvency proceedings are pending or to the best of said Guarantor's knowledge contemplated by or against said Guarantor.

(e) *Relationship to Borrower.* The value of the consideration received and to be received by said Guarantor is reasonably worth at least as much as the liability and obligation of said Guarantor incurred or arising under this Guaranty. Said Guarantor has had full and complete access to the Notes, the other Loan Documents relating to the Guaranteed Debt, has reviewed them and is fully aware of the meaning and effect of their contents. Said Guarantor is fully informed of all circumstances which bear upon the risks of executing this Guaranty and which a diligent inquiry would reveal. Each Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition of Borrower, and is not depending on Lender to provide such information, now or in the future. Said Guarantor agrees that Lender shall not have any obligation to advise or notify Guarantors or to provide Guarantors with any data or information. The execution and delivery of this Guaranty is not given in consideration of (and Lender has not in any way implied that the execution of this Guaranty is given in consideration of) Lender's making, extending or modifying any loan to Guarantors (or any of them) or to any other financial accommodation to or for Guarantors (or any of them).

(f) *Litigation.* There is not now pending against or affecting Guarantors (or any of them), nor to the knowledge of Guarantors is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency that, if adversely determined, would materially impair or affect the financial condition of Guarantors (or any of them).

(g) *Taxes.* Said Guarantor has filed all federal, state, provincial, county, municipal and other income tax returns required to have been filed by said Guarantor and has paid all taxes that have become due pursuant to such returns or pursuant to any assessments received by said Guarantor, and said Guarantor does not know of any basis for any material additional assessment against it in respect of such taxes.

(h) *No Transfer of Assets to Evade Guaranty.* Said Guarantor shall not transfer any of its assets for the purpose of preventing Lender from satisfying any judgment rendered under this Guaranty therefrom, any before or after the entry of any such judgment.

11. Covenants. Each Guarantor agrees that, so long as any part of the Guaranteed Debt shall remain to be paid, Guarantors will, unless Lender shall otherwise consent in writing:

(a) Taxes Affecting Guarantor. File all federal, state, provincial, county, municipal and other income tax returns required to be filed by it and pay before the same become delinquent all taxes that become due pursuant to such returns or pursuant to any assessments received by it.

(b) Annual Tax Return. As soon as possible, and in any event by the earlier of the last day for which said Guarantor has filed for an extension, a copy of said Guarantor's income tax return and personal financial statement prepared in reasonable detail and in accordance with GAAP consistently applied.

12. Lender May Determine Application of Payments. Lender shall have the right to determine how, when and what application of payments and credits, if any, whether derived from Borrower or from any other source, shall be made on the Guaranteed Debt and any other indebtedness owed by Borrower and/or any other obligor of the Guaranteed Debt to Lender.

13. Effect of Bankruptcy or Insolvency. The obligations of Guarantors hereunder shall continue to be effective, or be automatically reinstated, as the case may be, if at any time the performance or the payment, as the case may be, in whole or in part, of any of the Guaranteed Debt is rescinded or must otherwise be restored or returned by Lender (as a preference, fraudulent conveyance or otherwise) upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower, Guarantors (or any of them) or any other person or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to Borrower, Guarantors (or any of them) or any other person, or any substantial part of its or their property, or otherwise, all as though such payments had not been made. If an Event of Default shall at any time have occurred and be continuing or shall exist and declaration of default or acceleration under or with respect to this Guaranty or any Guaranteed Debt shall at such time be prevented by reason of the pendency against Guarantors (or any of them), Borrower or any other Person of a case or proceeding under a bankruptcy or insolvency law, said Guarantor agrees that, for purposes of this Guaranty and his or its obligations hereunder, this Guaranty and such obligations shall be deemed to have been declared in default or accelerated with the same effect as if this Guaranty and such obligations had been declared in default and accelerated in accordance with their respective terms and said Guarantor shall forthwith perform or pay, as the case may be, as required hereunder in accordance with the terms hereunder without further notice or demand.

14. Limitation on Guarantors' Right to Proceed Against Borrower. So long as any amounts remain owing to Lender, or Lender has any commitment to provide funds pursuant to either of the Notes or the other Loan Documents, each Guarantor hereby irrevocably waives any claim or other rights that he may now or hereafter acquire against Borrower that arises from the existence, payment, performance or enforcement of said Guarantor's obligations hereunder, including any right of subrogation, reimbursement, exoneration or indemnification, any right to participate in any claim or remedy of Lender against Borrower or any collateral that Lender now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from Borrower directly or indirectly, in cash or other property or by set-off or in any manner, payment or security on account of such claim or other rights. If any amount shall be paid to Guarantors (or any of them) in violation of the preceding sentence and the Guaranteed Debt shall not have been paid and performed in full, such amount shall be deemed to have been paid to said Guarantor for the benefit of, and held in trust for, Lender and shall forthwith be paid to Lender to be credited and applied to the Guaranteed Debt,

whether matured or unmatured. Notwithstanding the blanket waiver of subrogation rights as set forth above, each Guarantor hereby specifically acknowledges that any subrogation rights which he may have against Borrower or any collateral that Lender now has or hereafter acquires may be destroyed by a nonjudicial foreclosure of the collateral. This may give Guarantors a defense to a deficiency judgment against Guarantors. So long as any amounts remain owing to Lender, or Lender has any commitment to provide funds pursuant to either of the Notes or the other Loan Documents, each Guarantor hereby irrevocably waives such defense. Each Guarantor acknowledges that he or it will receive direct and indirect benefits from the arrangements contemplated by the Notes and the other Loan Documents and that the waivers set forth in this Section are knowingly made in contemplation of such benefits.

15. Subordination to Lender of Indebtedness of Borrower to Guarantors. So long as any amounts remain owing to Lender, or Lender has any commitment to provide funds pursuant to either of the Notes or the other Loan Documents, any indebtedness of Borrower now or hereafter held by Guarantors (or any of them), other than any deposit made by Guarantor on behalf of Borrower for the purchase of the Mortgaged Property, is hereby subordinated to the indebtedness of Borrower to Lender, and such indebtedness of Borrower to Guarantors (or any of them) shall, if Lender so requests, be collected, enforced and received by Guarantors (or any of them) as trustee for Lender and be paid over to Lender on account of the indebtedness of Borrower to Lender, but without reducing or limiting in any manner the liability of Guarantors under the other provisions of the Guaranty. Each Guarantor acknowledges that, with respect to the Guaranteed Debt hereunder, said Guarantor has irrevocably waived all rights to subrogation, reimbursement, and/or indemnification against Borrower.

16. Rights of Lender. No postponement or delay on the part of Lender in the enforcement of any right hereunder shall constitute a waiver of such right and all rights of Lender hereunder shall be cumulative and not alternative and shall be in addition to any other rights granted to Lender in any other agreement or by law.

17. Joint and Several Liability. The promises and agreements herein, in the Notes and in any other guaranties of the Loan Documents shall be construed to be and are hereby declared to be joint and several in each and every particular and shall be fully binding upon and enforceable against any or all of such parties or persons guaranteeing the Loan Documents herein or in a separate guaranty, and neither the death nor the release of any person or party to any other guaranties of the Loan Documents shall affect or release the joint and several liability of any other person or party to this Guaranty or any other guaranties of the Loan Documents.

18. Severability. If any provision hereof shall be or shall be declared to be illegal or unenforceable in any respect, such illegal or unenforceable provision shall be and become absolutely null and void and of no force and effect as though such provision were not in fact set forth herein, but all other covenants, terms, conditions and provisions hereof shall nevertheless continue to be valid and enforceable and this Guaranty shall be so construed.

19. Governing Law. This Guaranty shall be governed, construed, interpreted and enforced in all respects in accordance with the laws of the State of Missouri (exclusive of choice of law rules) and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

20. Jurisdiction. Each Guarantor hereby agrees that any action or proceeding under this Guaranty may be commenced against Guarantors (or any of them) in any court of competent jurisdiction within the City or County of St. Louis, State of Missouri, by service of process upon said Guarantor by first class registered or certified mail, return receipt requested, addressed to said Guarantor at said Guarantor's address last known to Lender. Each Guarantor agrees that any such suit, action or proceeding arising out of or relating to this Guaranty may be instituted in the Courts of the State of Missouri or in the United States District Court for the District of Missouri, at the option of Lender; and each Guarantor hereby waives any objection to the jurisdiction or venue of any such court with respect to, or the convenience of any such court as a forum for, any such suit, action or proceeding. Nothing herein shall affect the right of Lender to accomplish service of process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Guarantors (or any of them) in any other jurisdiction or court.

21. Amendments. No amendment or waiver of any provision of this Guaranty nor consent to any departure by Guarantors therefrom shall in any event be effective unless the same shall be in writing and signed by Lender and Guarantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Nor notice to or demand on Guarantors shall in any case entitle it to any other or further notice or demand in similar or other circumstances.

22. Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and shall be given by any of the following means: (a) personal delivery; (b) reputable overnight courier service; (c) facsimile transmission (if confirmed with answer back acknowledged and in writing sent by registered or certified, first class mail, return receipt requested); or (d) registered or certified, first class mail, return receipt requested. Any notice, demand or request sent pursuant to subsection (a) or (c) hereof shall be deemed received upon such personal delivery or upon dispatch by electronic means, and if sent pursuant to subsection (d) shall be deemed received three (3) days following deposit in the mail, and if sent pursuant to subsection (b) shall be deemed received on the next Business Day following delivery to the courier service.

(a) If to Guarantors (or any of them), addressed to said Guarantor as follows:

David J. Mitchell
c/o Mitchell Holdings
41 East 60th Street
New York, NY 10022
Telephone No.: (212) 486-4444
Telecopier No.: (212) 586-0286

Barnet L. Liberman
421 Hudson Street
New York, NY 10014
Telephone No.: (212) 243-7388
Telecopier No.: (212) 243-7305

Las Vegas Land Partners LLC
c/o Mitchell Holdings
41 East 60th Street
New York, NY 10022
Telephone No.: (212) 486-4444
Telecopier No.: (212) 586-0286

With courtesy copy to:

Matt Danow, Esq.
Esanu Katsky Korins & Siger, LLP
605 Third Avenue, 16th Floor
New York, New York 10158-0038
(212) 716-3312
(212) 716-3332 (fax)

(b) If to Lender, addressed to Lender as follows:

Heartland Bank
212 South Central Avenue, Suite 200
Clayton, Missouri 63105
Attention: Samuel C. Luten, Senior Vice President
Telephone No.: (314) 512-8519
Telecopier No.: (314) 512-8502

With a courtesy copy to:

Bryan Cave LLP
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, MO 63102
Attention: Kevin C. Fleming, Esq.
Telephone No.: (314) 259-2703
Telecopier No.: (314) 552-8703

Such addresses may be changed from time to time by written notice to the other parties given in the same manner.

23. Entire Agreement. This Guaranty shall constitute the entire agreement of Guarantors with respect to the subject matter hereof, and no agreement or understanding entered into prior to the date hereof with respect to the subject matter hereof shall be binding upon Guarantors, and expressed herein. This Guaranty is intended as a final expression of the agreement of guaranty and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between Guarantors and Lender, no usage of the trade, and no parole or extrinsic evidence of any nature, shall be used or be relevant to supplement, explain, contradict or modify the terms and/or provisions of this Guaranty.

24. Waiver of Jury Trial. EACH GUARANTOR, BY HIS OR ITS EXECUTION AND DELIVERY HEREOF, AND LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY (i) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (ii) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH GUARANTOR AND BY LENDER, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT OF A JURY TRIAL WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS WAIVER TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES HERETO, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER OF THE RIGHT TO JURY TRIAL. FURTHER, EACH GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, INCLUDING LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO SAID GUARANTOR OR HIS OR ITS REPRESENTATIVES OR AGENTS THAT LENDER WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

25. Successors and Assigns. This Guaranty, and each and every part hereof, shall be binding upon each Guarantor and upon said Guarantor's respective heirs, administrators, representatives, executors, successors and assigns and shall inure to the benefit of each and every future holder of either of the Notes, including the heirs, administrators, representatives, executors, successors and assigns of Lender.

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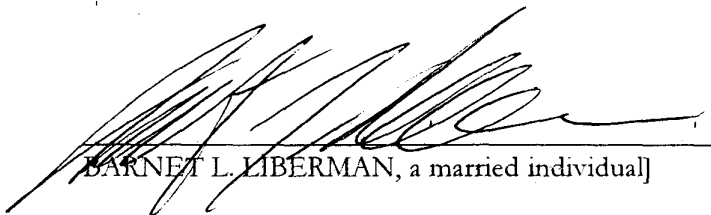
IN WITNESS WHEREOF, Guarantors have executed this Continuing Unlimited Guaranty with the intent to be legally bound as of the date first above written.

Residence Address:
225 West 86th Street
New York, New York 10028



DAVID J. MITCHELL, a married individual

Residence Address:
421 Hudson Street
New York, New York 10014



BARNETT L. LIBERMAN, a married individual]

Business Address:
c/o Mitchell Holdings
41 East 60th Street
New York, New York 10022

LAS VEGAS LAND PARTNERS, LLC,
a Delaware limited liability company



By: _____
David J. Mitchell, Authorized Member

Mitch0158813

40045-0012


Case No.: A-16

RA 007526

STATE OF NEW YORK)
) SS:
COUNTY OF New York)

On this 19th day of December, 2006, before me appeared David J. Mitchell to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.


Name(print): Angela Strobe
Notary Public in and for said State
Commission Expires:

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2012

Mitch0158814

40045-0013

Case No.: A-16

RA 007527

STATE OF NEW YORK)
) SS:
COUNTY OF New York)

On this 19th day of December, 2006, before me appeared **Barnet L. Liberman** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Angela Strobe
Name(print): Angela Strobe
Notary Public in and for said State
Commission Expires:

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 23, 2010

Mitch0158815

40045-0014

Case No.: A-16

RA 007528

STATE OF NEW YORK)
) SS:
COUNTY OF New York)

On this 19th day of December, 2006, before me appeared David J. Mitchell, to me personally known, who, being by me duly sworn, did say that he is the duly Authorized Member of Las Vegas Land Partners, LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said company, by authority of its members; and said David J. Mitchell acknowledged said instrument to be the free act and deed of said company and that said company has no corporate seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Angela Strobe

Name(print): Angela Strobe
Notary Public in and for said State
Commission Expires:

ANGELA L. STROBE
Notary Public, State of New York
No. 01ST6080923
Qualified in New York County
Commission Expires Sept. 29, 2010

Mitch0158816

40045-0015

Case No.: A-16

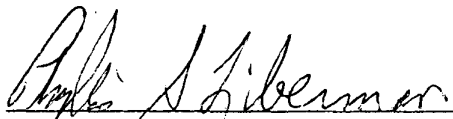
RA 007529

CONSENT AND WAIVER OF MARITAL RIGHTS

The undersigned, PHYLLIS S. LIBERMAN, hereby consents to and joins in the foregoing Continuing Unlimited Guaranty solely for the purpose of consenting thereto and waiving, with respect to all indebtedness, liabilities and obligations guarantied under the foregoing instrument by Barnet L. Liberman, all my rights as a married person and a surviving spouse of Barnet L. Liberman in or with respect to property now owned or hereafter acquired solely by Barnet L. Liberman, guarantor on the foregoing instrument, or jointly by the undersigned and said Barnet L. Liberman. The undersigned has no personal liability to pay or perform the indebtedness, liabilities and obligations guarantied under the foregoing instrument, but agrees that such indebtedness, liabilities and obligations so guarantied may be collected out of the property now owned or hereafter acquired solely by Barnet L. Liberman, guarantor under the foregoing instrument, or jointly by the undersigned and Barnet L. Liberman without regard to any rights the undersigned may otherwise have as a married person or surviving spouse.

The undersigned acknowledges and agrees that she has had the opportunity to seek independent advice regarding the effect of executing this waiver and consent. The undersigned is not signing said consent and waiver under duress nor has the undersigned been coerced or forced in any way to execute this consent and waiver of marital rights.

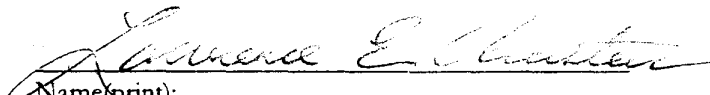
Address: 421 Hudson Street
New York, New York 10014


Phyllis S. Liberman

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On this 19 day of December, 2006, before me appeared **Phyllis S. Liberman** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.


Name(print): _____
Notary Public in and for said State
Commission Expires Lawrence E. Arnsten
Notary Public, State of New York
No. 01AR0098565 - Qual in NY Co
Commission Expires Oct 31, 2009

Mitch0158817

40045-0016

Case No.: A-16

RA 007530

CONSENT AND WAIVER OF MARITAL RIGHTS

The undersigned, JAMIE KAREN MITCHELL, hereby consents to and joins in the foregoing Continuing Unlimited Guaranty solely for the purpose of consenting thereto and waiving, with respect to all indebtedness, liabilities and obligations guarantied under the foregoing instrument by David J. Mitchell, all my rights as a married person and a surviving spouse of David J. Mitchell in or with respect to property now owned or hereafter acquired solely by David J. Mitchell, guarantor on the foregoing instrument, or jointly by the undersigned and said David J. Mitchell. The undersigned has no personal liability to pay or perform the indebtedness, liabilities and obligations guarantied under the foregoing instrument, but agrees that such indebtedness, liabilities and obligations so guarantied may be collected out of the property now owned or hereafter acquired solely by David J. Mitchell, guarantor under the foregoing instrument, or jointly by the undersigned and David J. Mitchell without regard to any rights the undersigned may otherwise have as a married person or surviving spouse.

The undersigned acknowledges and agrees that she has had the opportunity to seek independent advice regarding the effect of executing this waiver and consent. The undersigned is not signing said consent and waiver under duress nor has the undersigned been coerced or forced in any way to execute this consent and waiver of marital rights.

Address: 225 West 86th Street
New York, New York 10028

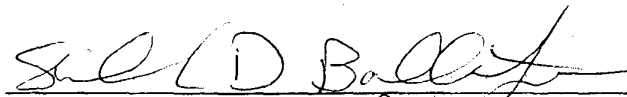


Jamie Karen Mitchell

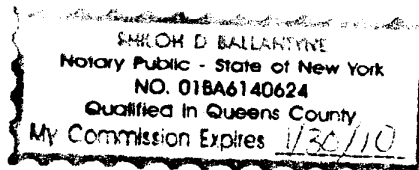
STATE OF NEW YORK)
) SS:
COUNTY OF QUEENS)

On this 19 day of December, 2006, before me appeared **Jamie Karen Mitchell** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.



Name(print): Shiloh D. Ballantyne
Notary Public in and for said State
Commission Expires: 1/30/10



Mitch0158818

40045-0017

Case No.: A-16

RA 007531

IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID J. MITCHELL; LAS VEGAS
LAND PARTNERS, LLC; MEYER
PROPERTY LTD; ZOE PROPERTY,
LLC; LEAH PROPERTY, LLC;
WINK ONE, LLC; AQUARIUS
OWNER, LLC; LVLP HOLDINGS,
LLC; AND LIVE WORKS TIC
SUCCESSOR, LLC,

Appellants,

vs.

RUSSELL L. NYPE; REVENUE
PLUS, LLC; AND SHELLEY D.
KROHN,

Respondents.

Case No. 80693

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable ELIZABETH GONZALEZ, District Judge
District Court Case No. A-16-740689-B

**RESPONDENTS' APPENDIX – VOLUME 39
(BATES RANGE) RA 7532 – RA 7772**

JOHN W. MUIJE, ESQ.
Nevada Bar No. 2419
JOHN W. MUIJE & ASSOCIATES
1840 East Sahara Avenue, Suite 106
Las Vegas, NV 89104
Telephone No: (702) 386-7002
Facsimile No: (702) 386-9135
jmuije@muijelawoffice.com
Attorney for Respondents

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03/27/19	Plaintiffs' Limited Opposition to the Mitchell Defendants' Motion to Withdraw as Counsel of Record	Volume 1, RA 35 – RA 121
04/22/19	Plaintiffs' Motion to Compel Defendants' Production of Documents on Order Shortening Time	Volume 1, RA 122 – RA 143
05/30/19	Notice of Entry of Order Compelling Discovery, Awarding Sanctions, and Briefly Extending Discovery for Limited Purposes and Continuing the Trial Date	Volume 1, RA 144 – RA 155
06/14/19	Plaintiffs' Motion for Sanctions Pursuant to NRCP 37(b) and Motion to Extend Time for Plaintiffs' Deadline for Supplemental Expert Report on Order Shortening Time	Volume 1, RA 156 – RA 227
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09/23/19	Notice of Entry of Order Re: Discovery Sanctions	Volume 2, RA 324 – RA 336
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12/29/19	Defendants Barnet Liberman and Casino Coolidge, LLC’s Trial Brief	Volume 3, RA 584 – RA 594

TRIAL EXHIBITS

Date	Description	Volume/Bates No.
Undated	Plaintiffs' Trial Exhibit No. 4	Volume 4, RA 605 – RA 650
Undated	Plaintiffs' Trial Exhibit No. 6	Volume 4, RA 651 – RA 679
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DATED this 28th day of October 2021.

JOHN W. MUIJE & ASSOCIATES

/s/ John W. Muije, Esq.
JOHN W. MUIJE
Nevada Bar No. 2419
3216 Lone Canyon Court
N. Las Vegas, NV 89031
(702) 386-7002
jmuije@muijelawoffice.com
Attorney for Respondents

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of October, I have caused a true and correct copy of the foregoing RESPONDENTS' APPENDIX – VOLUME 39 to be served by electronic service by the Supreme Court of Nevada Electronic Filing System to the following:

H. STAN JOHNSON, ESQ.
Nevada Bar No. 265
KEVIN M. JOHNSON, ESQ.
Nevada Bar No. 14551
COHEN JOHNSON
375 East Warm Springs Road, Suite 104
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Email: sjohnson@cohenjohnson.com
Attorneys for Appellants

/s/ Melanie Bruner

As an agent for and on behalf of
JOHN W. MUIJE & Associates


CLERK OF THE COURT

1 **COMP**
2 DANIEL R. MCNUTT
3 Nevada Bar No. 7815
4 CARBAJAL & MCNUTT, LLP
5 625 South Eighth Street
6 Las Vegas, Nevada 89101
7 Telephone: (702) 384-1170
8 Facsimile: (702) 384-5529
9 drm@cmlawnv.com

10 Attorney for Plaintiff
11 305 Las Vegas LLC

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

14 305 LAS VEGAS, LLC, a Delaware limited
15 liability company,

16 Plaintiff,

17 v.

18 DAVID J. MITCHELL, an individual and
19 Lease Guarantor,

20 Defendant.

Case No. **A- 13- 679028- B**

Dept. No.: **XXV**

COMPLAINT

**EXEMPT FROM ARBITRATION
IN EXCESS OF \$50,000.00**

BUSINESS COURT REQUESTED

21 Plaintiff 305 Las Vegas, LLC, (referred to herein as "305 Las Vegas" or "Landlord")
22 a Delaware limited liability company, complains against the defendant David J. Mitchell
23 (referred to herein as "Mitchell" or "Guarantor") as follows:

24 **NATURE OF THE CASE**

25 1. This is an action to collect on a personal guaranty given under a lease after a
26 default under the lease by the limited liability company tenant. The tenant has been in
27 possession of the property for nearly six (6) years. The tenant only paid rent for
28 approximately three (3) months and hasn't paid rent for over five (5) years. The individual
guarantor and defendant herein is a principal of one of the members of the tenant and
agreed, pursuant to the explicit terms and conditions of the Personal Guaranty of Lease, to
be liable for all amounts owed by tenant under the lease.

THE PARTIES

2. 305 Las Vegas is a Delaware limited liability company with an office c/o Orb

1 Management, Ltd, 421Hudson Street, New York, New York 10014.

2 3. 305 Las Vegas is the owner of real property located 320 East Charleston
3 Boulevard and 300 East Charleston Boulevard, Las Vegas, Nevada (the "Property").

4 4. Mitchell is an individual residing in the State of New York with an address at
5 45 East 66th Street, New York, New York 10065.

6 **JURISDICTION AND VENUE**

7 5. This Court has jurisdiction pursuant to Article 6, Section 6 of the Nevada
8 Constitution and NRS § 4.370.

9 6. The Leased Premises are located in Clark County, and Defendant's breach
10 occurred in Clark County. Therefore, venue exists in this Court pursuant to NRS §§ 13.010
11 and 13.040.

12 7. Venue also exists pursuant to Paragraph 10.9 of the Personal Guaranty of
13 Lease which provides for venue in the county in which the property is located.

14 **FACTUAL ALLEGATIONS**

15 **Breach of the Lease Agreement**

16 8. On or about May 2, 2007, non-party Charleston Casino Partners, LLC
17 ("Tenant") entered into a lease agreement with 305 Las Vegas to the lease the Property for a
18 term of forty-nine (49) years for escalating rent payments beginning at \$2,179,955 per year
19 and rising to \$10,710,779 per year during the final year of the term (the "Lease
20 Agreement"). A copy of the Lease Agreement is annexed hereto and made a part hereof as
21 **Exhibit A.**

22 9. Article 3.01 of the Lease Agreement sets forth Tenant's obligation to pay Net
23 Rent (as defined therein).

24 10. Article 3.04 of the Lease Agreement sets forth Tenant's obligation to pay
25 Additional Rent (as defined therein).

26 11. Article 4 of the Lease Agreement sets forth Tenant's obligation to pay
27 Impositions (as defined therein).

28 12. Articles 3.05 and 23.01 of the Lease Agreement set forth Tenant's obligation

1 to pay interest if and when Net Rent, Additional Rent and Impositions are not paid when due
2 under the Lease Agreement.

3 13. Tenant made an initial payment at the time the Lease Agreement was entered
4 into in the amount of \$700,000.

5 14. Thereafter, Tenant paid Net Rent for a total of three (3) months.

6 15. Tenant has not paid Net Rent since December, 2007, although Landlord has
7 collected approximately 5% of the annual rent directly from a sub-tenant.

8 16. Tenant has never made any Additional Rent payments as required by Article
9 3.04 of the Lease Agreement.

10 17. Tenant has never paid any Impositions as required by Article 4.01 of the
11 Lease Agreement.

12 18. Interest has accrued on the unpaid balance of Net Rent, Additional Rent and
13 Impositions pursuant to Article 3.05 and 23.01 of the Lease Agreement.

14 19. There currently exists an outstanding balance under the Lease Agreement of
15 over \$12,000,000.

16 20. Pursuant to the terms and conditions of the Lease Agreement, Tenant is
17 obligated to continue to make rent payments each and every month through the full term of
18 the Lease Agreement.

19 21. Demand has been made for payment, but Defendant has failed and refused to
20 pay.

21 22. 305 Las Vegas has been required to engage the services of an attorney to
22 commence this action and is entitled, pursuant to Article 17.17 of the Lease Agreement, to
23 recover its attorneys' fees and costs.

24 **Obligations Under the Guaranty of Lease**

25 23. On or about May 2, 2007 defendant Mitchell and non-party Barnet L.
26 Liberman entered into a Personal Guaranty of Lease in favor of and for the benefit of 305
27 Las Vegas and non-party Heartland Bank (the "Bank") (the "Guaranty"). A copy of the
28 Guaranty is annexed hereto and made a part hereof as **Exhibit B**.

1 24. Pursuant to the Guaranty, Mitchell unconditionally guaranteed all of Tenant's
2 obligations under the Lease Agreement.

3 25. Article 1.1 of the Guaranty provides as follows:

4 Guarantors hereby unconditionally guarantee to Landlord and
5 Bank the full and complete performance of each and all of the
6 terms, covenants and conditions of the Lease as required to be
7 performed by Tenant, including, but not limited to, the payment of
all rental, property taxes, insurance premiums, and any and all
other charges or sums, or any portion thereof, to accrue or become
due from Tenant to Landlord pursuant to the terms of the Lease.

8 26. Article 10.2 reiterates the extent of the obligations of the Guarantor by
9 providing that "[n]otwithstanding anything to the contrary in this Guarantee, it is understood
10 and agreed that this Guarantee shall extend to any and all obligations of Tenant under the
11 Lease."

12 27. Article 10.12 reiterates the unconditional nature of the Guaranty by providing
13 that "[i]t is understood and agreed that this Guarantee is unconditional and continuing, and a
14 guarantee of payment and performance and not of collection."

15 28. Pursuant to Article 3 of the Guaranty, Guarantor's obligations under the
16 Guaranty are primary and do not require prior notice to Tenant or Guarantor.

17 29. Moreover, pursuant to Article 4(a) of the Guaranty, Guarantor waived "any
18 and all notices, presentments, notice of non-payment or nonperformance".

19 30. Despite the lack of requirement for notice, Tenant and Guarantor were
20 notified, in writing, on more than one occasion, of Tenant's failure to meet its obligations
21 under the Lease Agreement.

22 31. Article 10.10 of the Guaranty provides that the obligations of the guarantors under
23 the Guaranty are "joint and several".

24 32. 305 Las Vegas has been required to engage the services of an attorney to
25 commence this action and is entitled, pursuant to Article 10.11 of the Guaranty, to recover
26 its attorneys' fees and costs.

27 ///

FIRST CLAIM FOR RELIEF
(Breach of Contract)

33. 305 Las Vegas incorporates every preceding paragraph as though fully set forth herein.

34. The Lease Agreement is a binding agreement.

35. 305 Las Vegas has performed all obligations under the Lease Agreement.

36. Tenant has failed to make payments to 305 Las Vegas as required under the Lease Agreement.

37. The Guaranty is a binding agreement.

38. Mitchell duly executed the Guaranty.

39. Mitchell unconditionally delivered the Guaranty to 305 Las Vegas.

40. 305 Las Vegas entered into the Lease Agreement in reliance on the Guaranty.

41. There is currently due and owing to 305 Las Vegas a sum of money under the terms and conditions of the Lease Agreement which sum of money is unconditionally guaranteed by Mitchell in favor of 305 Las Vegas.

42. Demand has been made for payment, however, Defendant has failed and refused to pay the amounts owed.

43. By virtue of his failure to pay the amounts due under the Lease Agreement, Mitchell has defaulted on the Guaranty.

44. Mitchell owes an outstanding balance in an amount to be determined at trial but believed to be at least \$12,000,000.00, with said amount increasing on a monthly basis.

45. 305 Las Vegas has been required to engage the services of an attorney to commence this action and is entitled, pursuant to the Lease Agreement and the Guaranty to recover its attorneys' fees and costs.

SECOND CLAIM FOR RELIEF
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

46. 305 Las Vegas incorporates every preceding paragraph as though fully set forth herein.

47. The covenant of good faith and fair dealing is implied in the Guaranty of the

1 Lease Agreement entered into between 305 Las Vegas and the Guarantor, and the covenant
2 obligated the Guarantor to comply with the terms of the Lease agreement by paying rent and
3 other fees and expenses when the Tenant failed to pay them.

4 48. The Guarantor has unequivocally shown, by his actions and communications
5 that he does not intend to perform his obligations under the Lease Agreement.

6 49. Such failure and refusal constitutes a breach of the Guaranty, including the
7 implied covenant of good faith and fair dealing.

8 50. As a result of the Guarantor's wrongful conduct, 305 Las Vegas has suffered
9 damages in an amount in to be determined at trial, but believed to be at least
10 \$12,000,000.00.

11 51. 305 Las Vegas has been required to engage the services of an attorney to
12 commence this action and is entitled, pursuant to the Lease, to recover its attorneys' fees and
13 costs. Mitchell's failure to perform in accordance with the express terms and obligations of
14 the Lease have caused Landlord proximate and foreseeable special damages hereby
15 specifically plead as special damages in accordance with NRCP 9(g).

16 **SECOND CLAIM FOR RELIEF**
17 **(Declaratory Judgment)**

18 52. 305 Las Vegas incorporates every preceding paragraph as though fully set
19 forth herein.

20 53. Article 11.2 of the Guaranty provides a mechanism for Mitchell to be
21 released from his obligations under the Guaranty:

22 Upon Bank's receipt of written evidence of Tenant's receipt from
23 the City of Las Vegas of entitlements reasonably acceptable to
24 Bank for the construction on the Lease Premises of a residential or
25 condominium apartment building containing no fewer than 950
26 housing units or such other development reasonably acceptable to
27 Bank, David J. Mitchell shall be released from this Guaranty and
28 Barnet Liberman shall be the sole Guarantor hereunder. Upon
such release, David J. Mitchell shall be completely released and
discharged from any obligations and/or liabilities of any kind
arising under or in connection with this Guaranty.

54. Mitchell has not received the entitlements required by Article 11.2 to release
him from his obligations and liabilities under the Guaranty.

55. The Bank has notified Mitchell, in writing, that he has not received entitlements sufficient to fulfill the requirements of Article 11.2, a copy of which is annexed hereto and made a part hereof as **Exhibit C**.

56. An actual, ripe and justiciable controversy exists between 305 Las Vegas and Mitchell as to whether Mitchell has been released from the Guaranty pursuant to Article 11.2 thereof.

57. 305 Las Vegas has no adequate remedy at law other than this form of action to have its rights determined as to the matters set forth herein.

58. Mitchell has not fulfilled the requirements of Article 11.2 so as to be released from his obligations and liabilities under the Guaranty.

59. 305 Las Vegas is entitled to a declaration that Mitchell has not fulfilled the requirements of Article 11.2 so as to be released from his obligations and liabilities under the Guaranty.

WHEREFORE, 305 Las Vegas prays for judgment against Mitchell as follows:

1. That the Court grant judgment in favor of 305 Las Vegas in an amount to be determined at trial, but believed to be at least \$12,000,000.00 plus interest, costs and attorneys' fees.

2. That the Court issue an Order declaring that the conditions of Article 11.2 which would be required for Mitchell to be released from his obligations and liabilities under the Guaranty have not been met.

3. For such other and further relief the Court may consider just and proper.

DATED this 26th day of March, 2013.

CARBAJAL & MCNUTT, LLP

DANIEL R. MCNUTT
Nevada Bar No. 7815
625 South Eighth Street
Las Vegas, Nevada 89101

Attorney for Plaintiff
305 Las Vegas, LLC

Exhibit A

MSJOPP000564

50003-0008
Case No.: A-16

RA 007539

THIS LEASE AGREEMENT (this "Lease") made as of the 2nd day of May, 2007 between 305 Las Vegas LLC, a Delaware limited liability company with offices c/o Orb Management, Ltd. 421 Hudson Street, New York, New York 10014 (hereinafter called "Lessor") and Charleston Casino Partners, LLC, a Delaware limited liability company with an office at c/o Mitchell Holdings, 41 East 60th Street, New York, New York 10022 (hereinafter called "Lessee").

WITNESSETH:

ARTICLE 1. Demised Property; Term; Leasehold Improvements.

1.01. Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the Lessee, its successors and assigns, to be paid, kept and performed, has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto Lessee, and Lessee does hereby take and hire, upon and subject to the covenants, agreements, provisions, limitations and conditions hereinafter expressed, all the land, together with the improvements and buildings presently existing or to be constructed thereon and the easements and appurtenances pertaining thereto located at 320 East Charleston Boulevard and 300 East Charleston Boulevard, Las Vegas, Nevada and as described in Exhibit A attached hereto (collectively, the "Property"), to be used pursuant to all the laws, rules and regulations of the State of Nevada pertaining thereto as to which Lessor, Lessee and the Property may be bound.

1.02. Lessee shall enjoy the tenancy of the Property subject to the provisions hereof, for a term commencing (the "Commencement Date") on May 2, 2007 and ending (the "Expiration Date") at 11:59 p.m. on the day which is the day preceding the forty-ninth (49th) anniversary of the Commencement Date. Simultaneously with the execution and delivery of this Lease, Lessor and Lessee shall enter into an agreement in recordable form and otherwise in form and substance reasonably satisfactory to Lessor and Lessee setting forth the Commencement Date and the Expiration Date. However, the failure of the parties to do so shall not affect the validity of the Commencement Date and the Expiration Date, as so determined.

1.03. Lessee represents and warrants to Lessor that (i) as of the Commencement Date, Lessee has examined, inspected, and investigated to the full satisfaction of Lessee, the physical nature and condition of the Property, (ii) neither Lessor nor any agent, officer, partner, joint venturer, employee, or representative of Lessor has made any representation whatsoever regarding the subject matter of this Lease or any part thereof, including (without limiting the generality of the foregoing) representations as to the applicable zoning, the physical nature or condition of the Property (including, without limitation, any latent defect) or operating expenses or carrying charges affecting the Property, or the existence or non-existence of asbestos, hazardous substance or waste, and (iii) Lessee, in executing, delivering and performing this Lease, does not rely upon any statement, information, or representation to whomsoever made or given, whether to Lessee or others, and whether directly or indirectly, verbally or in writing, made by any person, firm or corporation. Without limiting the foregoing, but in addition thereto,

{531130;3}

MSJOPP000565

50003-0009
Case No.: A-16

RA 007540

Lessee agrees to accept the Property in its "as is" condition on the Commencement Date (including, without limitation, all existing violations of law, if any, whether or not of record, the presence of asbestos, hazardous substances or waste (including, without limitation, Hazardous Materials, as hereinafter defined), if any, and the absence of a certificate of occupancy, if such is the case) subject to the existing state of title without express or implied warranty of Lessor with respect to the condition, quality, repair or fitness of the Property for a particular use or title thereto, all such warranties being hereby waived and renounced by Lessee. No easement for light, air or view is included with or appurtenant to the Property. Any diminution or shutting off of light, air or view by any structure which may hereafter be erected (whether or not constructed by Lessor) shall in no way affect this Lease or impose any liability on Lessor.

ARTICLE 2. Use of Property.

2.01. Lessee will not use or occupy or allow the Property or any part thereof to be used or occupied for any illegal, unlawful, disreputable or hazardous purpose or use or in violation of any certificate of occupancy or certificate of compliance or certificate of need covering or affecting the use of the Property or any part thereof in any manner which would cause structural injury to the Property, or any part thereof, or cause the value or usefulness of the property, or any part thereof to materially diminish and Lessee will not suffer any act to be done or any condition to exist on the Property, or any part thereof, or any action to be brought thereon, which may be dangerous, or which may constitute a nuisance, public or private, or waste. Lessee shall not use, suffer or permit the Property, or any part thereof, to be used by Lessee, any third party or the public, as such, without restriction or in such manner as might impair Lessor's title to the Property, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third parties, or of implied dedication of the Property, or any part thereof. Nothing contained in this Lease and no action by Lessor shall be construed to mean that Lessor has granted to Lessee any authority to do any act or make any agreement that may create any such third party or public right, title, interest, lien, charge or other encumbrance upon the estate of the Lessor in the Property.

ARTICLE 3. Rent.

3.01. Lessee covenants and agrees to pay to Lessor, in lawful money of the United States, at the address specified above or such other place as Lessor shall designate by written notice to Lessee, during the aforesaid term, a fixed rent at the rates **as set forth in Schedule 1 hereto**. Such fixed rent (hereinafter sometimes called the "**Net Rent**") shall be paid in equal monthly installments each in advance on the first day of each and every calendar month hereafter during the term of this Lease.

3.02. It is the intention of Lessor and Lessee that the Net Rent payable by Lessee to Lessor during the entire term of this Lease shall be absolutely net of all costs and expenses incurred in connection with or relating to the Property, including, without limitation, in connection with or relating to the management, operation, maintenance and repair of the Property in accordance with this Lease. Lessor shall have no obligations or liabilities whatsoever in connection with or relating to the Property or the management,

operation, maintenance or repair of the Property during the term of this Lease, and Lessee shall be responsible for all obligations of every kind and nature whatsoever in connection with or relating to the Property or any part thereof, including, without limitation, the management, operation, maintenance and repair of the Property in accordance with this Lease and Lessee shall pay all costs and expenses incurred in connection therewith before such costs or expenses become delinquent.

3.03. The Net Rent shall be paid to Lessor promptly when due without notice or demand therefor, and without any abatement, deduction, set-off, counterclaim, suspension or defense for any reason whatsoever, except as otherwise provided in this Lease.

3.04. Lessee will also pay to Lessor promptly when due, in lawful money of the United States at the address specified above or such other place as Lessor shall designate by written notice to Lessee, without notice or demand therefor and without any abatement, deduction, set-off, counterclaim, suspension or defense for any reason whatsoever, except as otherwise provided in this Lease, as additional rent (the "Additional Rent"), all sums, Impositions (as defined in Article 4 hereof), costs, expenses and other payments which Lessee in any of the provisions of this Lease assumes or agrees to pay or which shall become due and payable from Lessee to Lessor under this Lease (other than Net Rent), and, in the event of any non-payment thereof, Lessor shall have (in addition to all other rights and remedies which Lessor may have hereunder) all the rights and remedies provided for herein or by law or equity in the case of non-payment of the Net Rent.

3.05. All amounts of money payable by Lessee to Lessor hereunder, if not paid when due, shall bear Interest (as hereinafter defined) from the due date until paid.

3.06. If the Commencement Date and/or Expiration Date occur on a day other than the first day of a calendar month, the Net Rent for such partial calendar month shall be prorated as applicable. Any apportionments or prorations of Net Rent or Additional Rent to be made under this Lease shall be computed on the basis of a 365-day year.

3.07. No payment by Lessee or receipt or acceptance by Lessor of a lesser amount than the correct Net Rent or Additional Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance or pursue any other remedy in this Lease or at law or equity provided.

3.08. Lessee shall pay Net Rent and Additional Rent as above and as herein provided, by good and sufficient check drawn on a bank reasonably satisfactory to Lessor or by wire transfer or any other means reasonably satisfactory to Lessor.

ARTICLE 4. Payment of Taxes, Assessments, Etc.

4.01. Except as hereinafter provided in Section 4.02 of this Article 4 or unless Lessee is then making deposits therefor pursuant to Section 4.03 of this Article 4, Lessee covenants and agrees to pay, not later than fifteen (15) days before the first day on which any interest or penalty will accrue or be assessed for the non-payment thereof, all of the following items applicable to or affecting the Property or any part thereof accruing or payable from and after the Commencement Date and during the term of this Lease or applicable thereto: (i) all real estate taxes and assessments (including, without limitation, assessments for special business improvement or assessment districts), (ii) personal property taxes, (iii) occupancy and rent taxes, (iv) water and sewer rents, rates and charges, and vault taxes, (v) county real estate taxes and charges, (vi) charges for public utilities, (vii) license and permit fees, (viii) any taxes, assessments or governmental levies, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or during or applicable to the term of this Lease or any part thereof may be assessed, levied, confirmed, imposed upon, or grow or accrue or become due and payable out of, or charged with respect to, or become a lien on, the Property or any part thereof, or the sidewalks or streets in front of or adjoining the Property, or any vault, passageway or space in, over or under such sidewalk or street, or any other appurtenances to the Property, or any personal property, equipment or other facility used in the operation thereof, or the rent or income received therefrom, or any use or occupation of the Property, or the Net Rent and Additional Rent payable hereunder, or any document to which Lessee is a party creating or transferring an interest or estate in the Property, and (ix) any fines or penalties or similar governmental charges applicable with respect to any of the foregoing, together with interest and costs thereon (all such items aforesaid being hereinafter collectively referred to as "Impositions", and any of the same being hereinafter individually referred to as an "Imposition"); provided, however, that:

(a) if, by law, any Imposition which is an assessment not related to general real estate taxes may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Lessee may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments plus interest as may become due during the term of this Lease, provided that all such payments shall be made before any fine, penalty, further interest or other charge for non-payment of any installment may be added thereto and provided further that all such installments for any such Imposition imposed or becoming a lien during the term of this Lease shall be paid in full on or before the Expiration Date subject to apportionment as provided in subsection (b) below, and

(b) any Imposition (including, without limitation, those Impositions which have been converted into installment payments by Lessee as referred to in subsection (a) of this Section 4.01), relating to a fiscal period of the taxing authority, a part of which period is included within the term of this Lease and a part of which is included in a period of time before the commencement or after the expiration of the term of this Lease, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Property, or shall become

payable, during the term of this Lease) be equitably adjusted between Lessor and Lessee as of the commencement and expiration of the term of this Lease, as the case may be, so that Lessor shall pay that portion of such Imposition which that part of such fiscal period included in the period of time after the expiration and prior to the commencement of the term of this Lease bears to such fiscal period, and Lessee shall pay the remainder thereof.

Lessee shall exhibit to Lessor paid receipts, if available, or other evidence of payment satisfactory to Lessor for all of the above items in this Section 4.01 within ten (10) days after written request by Lessor.

4.02. Nothing herein contained shall require Lessee to pay municipal, state or federal income, excess profits, capital levy, estate, succession, inheritance, transfer or gift taxes of Lessor, any corporate franchise tax imposed upon Lessor or any tax imposed because of the nature of the business entity of Lessor; provided, however, that if at any time during the term of this Lease, the method of taxation prevailing at the Commencement Date shall be altered so that any new tax, assessment, levy (including, but not limited to, any municipal, state or federal levy), imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Property or any part thereof and shall be imposed upon Lessor, then all such new taxes, assessments, levies, impositions or charges, or the part thereof, shall be deemed to be included within the term "Impositions" to the extent that such Impositions would be payable if the Property were the only property of Lessor subject to such Impositions, and Lessee shall pay and discharge the same as herein provided in respect of the payment of Impositions.

4.03. (i) In order to insure the payment of all Impositions, Lessee agrees, at Lessor's request, to deposit with any fee mortgagee requiring payment of Impositions to it in escrow or, if requested by Lessor, with Lessor, on the first day of each and every month during the term of this Lease, one-twelfth (1/12) of all Impositions for the ensuing 12 month period as reasonably estimated by Lessor based on current bills for same (or, if unavailable, based on the previous year's bills). Lessee shall deposit, at least fifteen (15) days prior to the first date on which any interest or penalty will accrue or be assessed for the nonpayment of any Imposition ("Due Date"), such additional amounts as may be necessary so that there shall be sufficient funds in such deposit account to pay each such Imposition at least fifteen (15) days in advance of the Due Date thereof.

(ii) If at any time the amount of any Imposition is increased or Lessor or such fee mortgagee receives notice indicating that such Imposition will be increased, and if the monthly deposits then being made by Lessee for this purpose would not make up a fund sufficient to pay such Imposition fifteen (15) days prior to the Due Date, said monthly deposits shall thereupon be increased and Lessee shall deposit immediately with Lessor (or with any such fee mortgagee, as the case may be) sufficient moneys so that the moneys then on hand for the payment of said Imposition plus the increased one-twelfth (1/12) payments shall be sufficient to pay such Imposition at least fifteen (15) days before the Due Date of such Imposition.

(iii) For the purpose of determining whether Lessor (or any such fee mortgagee, as the case may be) has on hand sufficient moneys to pay any particular

Imposition at least fifteen (15) days prior to the Due Date therefor, deposits for each category of Imposition shall be treated separately, it being the intention of the parties hereto that moneys deposited for the payment of an item not yet due and payable shall not be used for the payment of an item that is due and payable. Notwithstanding the foregoing, if Lessee fails to make any deposit required hereunder, Lessor (or such fee mortgagee) may use deposits for one item for the payment of another item then due and payable.

(iv) Upon the Expiration Date or sooner termination of this Lease, all such deposits then held shall be applied on account of any and all sums due to Lessor under this Lease and Lessee shall forthwith pay the resulting deficiency. The excess, if any, shall be promptly returned to Lessee by Lessor. Lessee shall not be entitled to any interest on such funds so deposited with Lessor or any fee mortgagee.

4.04. If permitted by applicable law, and provided no Event of Default (hereinafter defined) is then in existence, Lessee shall have the right, at its own expense, to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition (which payment may be made under protest, at Lessee's option), unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Section 4.01 or 4.03 of this Article 4, Lessee may postpone or defer payment of such Imposition, if and only if:

(i) (a) neither the Property nor any part thereof would by reason of such postponement or deferment be, in the judgment of Lessor (exercised in good faith), in danger of being forfeited or lost; and (b) no criminal liability could be, in the judgment of Lessor (exercised in good faith), imposed on Lessor by reason of such postponement or deferment, and

(ii) Lessee shall have deposited with Lessor or the assessing body (a) the amount so contested and unpaid, together with all interest and penalties as reasonably estimated by Lessor in connection therewith and all charges as reasonably estimated by Lessor that may or might be assessed against or become a lien or charge on the Property or any part thereof in such proceedings, or (b) at Lessor's option, such other security (in the form of a surety company bond or otherwise) reasonably required by Lessor or the assessing body.

Upon the termination of any such proceedings, Lessee shall pay the amount of such Imposition or part thereof as finally determined as due in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and, upon such payment, Lessor shall, provided an Event of Default is not then in existence, return, without interest, any amount still on deposit with it with respect to such Imposition as aforesaid. If at any time during the continuance of such proceedings Lessor or the assessing body shall reasonably deem the amount deposited or the undertaking insufficient, Lessee shall, upon twenty (20) days' prior written notice, make an additional undertaking or deposit with Lessor or the assessing body as Lessor or the

assessing body reasonably may request, and upon failure of Lessee so to do, the amount theretofore deposited shall be applied by Lessor or the assessing body to the payment, removal and discharge of such Imposition and the interest and penalties in connection therewith and any costs, fees (including, without limitation, reasonable attorneys' fees and disbursements) or other liability accruing in any such proceedings, and the balance, if any, shall be promptly returned to Lessee or the deficiency, if any, shall be paid by Lessee immediately on demand of Lessor to the taxing authority to which such Imposition is payable. Nothing contained in this Section 4.04 or elsewhere in this Lease shall be deemed to limit Lessee's obligation to make the deposits provided for in Section 4.03 hereof.

Either Lessor or Lessee may, if it shall so desire, endeavor at any time or times to obtain a lowering of the assessed valuation upon the Property, or any part thereof, for the purpose of reducing taxes thereon, and in such event, the other party will cooperate in effecting such reduction.

4.05. Lessor shall not be required to join in any proceedings referred to in Section 4.04 of this Article 4 unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Lessor or any owner of the Property, in which event, Lessor shall join in such proceedings or permit the same to be brought in its name. Lessor shall not be subject to any liability for the payment of any costs or expenses in connection with any such proceedings, and Lessee will indemnify and save harmless Lessor from and against any such costs and expenses, including, but not limited to, reasonable attorneys' fees and disbursements, and from any liability resulting from such proceeding. Lessee shall be entitled to any refund with respect to any Imposition and penalties or interest thereon which have been paid by Lessee (whether directly or through escrowed funds), or which have been paid by Lessor but previously reimbursed in full to Lessor by Lessee.

4.06. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition, or of non-payment of such Imposition, shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

4.07. Unless escrowed as provided in Section 4.03, Lessor appoints Lessee the attorney-in-fact of Lessor for the purpose of making all payments to be made by Lessee pursuant to any of the provisions of this Lease to persons or entities other than Lessor. In case any person or entity to whom any sum is directly payable by Lessee under any of the provisions of this Article 4 shall refuse to accept payment of such sum from Lessee, Lessee shall thereupon give written notice of such fact to Lessor and shall pay such sum directly to Lessor at the address specified in Section 19.01 hereof, and Lessor shall promptly pay such sum to such person or entity.

4.08. Unless escrowed as provided in Section 4.03, Lessee shall make all payments of Impositions directly to the appropriate taxing authorities.

4.09. Notwithstanding anything to the contrary hereinabove set forth, in the event any fee mortgagee requires any Imposition to be escrowed, Lessee shall comply with such mortgagee's escrow requirements, and Lessor shall use its best efforts to cause such mortgagee to timely pay such Impositions out of such escrowed funds..

ARTICLE 5. Insurance.

5.01. At all times during the term of this Lease, Lessee, at its own cost and expense, shall carry and maintain insurance coverage set forth below in the name of Lessor, Lessee and the holder of any fee mortgage as their respective interests may appear.

(i) Property Insurance. (a) Insurance on the Property (including, without limitation, all improvements thereto hereafter made by Lessee) and all fixtures, equipment and personal property at the Property under an "All Risks of Physical Loss" policy (hereinafter referred to as "All Risks") including, without limitation, coverage for loss or damage by water, flood, subsidence and sprinkler damage and, when and to the extent obtainable from the United States government or any agency thereof at commercially reasonable rates, war risks; such insurance to be written with full replacement coverage (the "Replacement Value"), i.e., in an amount equal to the greater of (1) 100% of the full costs of replacement of the Property and such fixtures, equipment and personal property (less the cost of excavations, foundations and footings below the basement floor) or (2) an amount sufficient to prevent Lessee from becoming a co-insurer of any loss under the applicable policy. The insurance company's determination of the amount of coverage required in clause (1) above shall be binding and conclusive on Lessor and Lessee for purposes of the coverage required by clause (1). A stipulated value or agreed amount endorsement deleting the co-insurance provision of the policy shall be provided with such insurance. If not otherwise included within the "All Risks" coverage specified above, Lessee shall carry or cause to be carried, by endorsement to such "All Risks" policy, coverage against damage due to water and sprinkler leakage, flood and collapse and shall be written with limits of coverage reasonably required by Lessor.

(b) The Replacement Value shall include the cost of debris removal and the value of grading, paving, landscaping, architects, and development fees.

(ii) Liability Insurance. Comprehensive general liability insurance with respect to the Property and the operations related thereto, whether conducted on or off the Property, against liability for personal injury, including bodily injury and death, and property damage. Such comprehensive general liability insurance shall be on an occurrence basis and specifically shall include:

(a) Contractual Liability to cover Lessee's obligation to indemnify Lessor as required hereunder; and

(b) Water damage and sprinkler leakage legal liability.

All such insurance against liability for personal injury, including bodily injury and death, and property damage as specified above shall be written for a combined single limit of not less than [Ten] Million Dollars (\$[10],000,000) or such greater amount which is in accordance with Lessee's current liability policies or which Lessee is then maintaining for the Property. Such limit shall be subject to reasonable increase from time to time in accordance with the limits then being customarily carried on buildings of similar age and construction and similarly situated as the Property.

(iii) Boiler and Machinery Insurance. Boiler and Machinery insurance with limits as from time to time customary for like property of the same type of installation as the Property and appropriate in the light of the cost of repairing potential damage.

(iv) Miscellaneous Insurance. Such other insurance in such amounts as from time to time reasonably may be required by Lessor or any mortgagee of the fee of the Property.

Notwithstanding anything to the contrary contained in this Section 5.01, Lessee shall be deemed to have complied with the insurance requirements herein provided if Lessee complies with the requirements of the current mortgagee or the reasonable requirements of any future mortgagee.

5.02. Lessee further covenants and agrees, at its sole cost and expense, to take out and maintain at all times all necessary worker's compensation insurance covering all persons employed by Lessee in and about the Property.

In addition to the insurance carried by Lessee, during the course of any alteration or repair work undertaken by a contractor hired by or for Lessee, Lessee shall require such contractor to carry public liability insurance in limits of not less than the amounts herein specified for Lessee or such other amounts reasonably approved by Lessor.

5.03. All assurance provided for in this Article 5 shall be in such form and shall be issued by such responsible insurance companies licensed to do business in the State of Nevada as are reasonably approved by Lessor. Upon the execution of this Lease, and, thereafter, not less than thirty (30) days prior to the expiration dates of the expiring policies required pursuant to this Article 5, originals of the policies or renewal certificates, as the case may be, bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Lessor of such payment, shall be delivered by Lessee to Lessor.

5.04. All policies of insurance provided for in sections 5.01 and 5.02 of this Article 5 shall name any mortgagee of the fee of the Property, Lessor and Lessee as the insureds as their respective interests may appear.

Subject to and in accordance with the provisions of Article 6 hereof, such policies shall also be payable, if required by any fee mortgagee, to such fee mortgagee as the interest of any such mortgagee may appear.

5.05. Lessee shall not violate or permit to be violated any of the conditions, provisions or requirements of any insurance policy required by this Article 5, and Lessee shall perform, satisfy and comply with or cause to be performed, satisfied and complied with or cause to be performed, satisfied and complied with the conditions, provisions and requirements of the insurance policies and the companies writing such policies so that, at all times, companies reasonably acceptable to Lessor provide the insurance required by this Article 5.

5.06. Each policy of insurance required to be carried pursuant to the provisions of Article 5 shall contain (i) a provision that no act or omission of Lessor or Lessee shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement by the insurer that such policy shall not be cancelled, modified or denied renewal without at least thirty (30) days prior written notice to Lessor, (iii) an agreement that if cancellation is due to nonpayment of premiums, the insurer will so specify in the notice given in (ii) above and will reinstate the policy upon payment of the premiums by Lessor or a fee mortgagee and (iv) a waiver of subrogation by the insurer.

5.07. If by reason of changed economic conditions the insurance amounts referred to in this Lease become inadequate, upon Lessor's request, the limits shall be reasonably increased by Lessor from time to time to meet changed circumstances including but not limited to changes in purchasing power of the dollar and changes indicated by the course of plaintiffs' verdicts in personal injury actions in the State of Nevada.

ARTICLE 6. Damage or Destruction.

6.01. In case of damage to or destruction of the Property or any part thereof by fire or other casualty, Lessee will promptly give written notice thereof to Lessor and shall, in accordance with the provisions of this Article and all other provisions of this Lease, restore the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, subject to Lessee's right to make alterations in conformity with and subject to the conditions of Article 9 hereof, whether or not (i) such damage or destruction has been insured or was insurable, (ii) Lessee is entitled to receive any insurance proceeds, or (iii) insurance proceeds are sufficient to pay in full the cost of the restoration work in connection with such restoration. Such restoration shall be commenced promptly (but no later than sixty (60) days after the occurrence of such damage or destruction) and shall be prosecuted and completed expeditiously and with utmost diligence, Unavoidable Delays (hereinafter defined) excepted. Notwithstanding the foregoing, Lessee shall not be required to restore the Property in the event such casualty shall occur during the last year of the term of this

Lease. Lessor, its agents and mortgagees, may, from time to time, inspect the restoration without notice in the event of an emergency or, in other cases, upon reasonable advance notice to Lessee during normal business hours.

6.02. In the event of any damage or destruction of the Property or any part thereof by fire or other casualty, Lessee agrees to furnish to Lessor at least twenty (20) days before the commencement of the restoration of such damage or destruction, the following:

(i) complete plans and specifications for such restoration prepared by a licensed and reputable architect reasonably satisfactory to Lessor (the "Architect"), which plans and specifications shall meet with the reasonable approval of Lessor, together with the approval thereof by all governmental authorities then exercising jurisdiction with regard to such work, and which plans and specifications shall be and become the sole and absolute property of Lessor in the event that, for any reason, this Lease shall be terminated.

(ii) contracts then customary in the trade with (a) the Architect, and (b) with a reputable and responsible contractor reasonably approved by Lessor, providing for the completion of such restoration in accordance with said plans and specifications, which contracts shall meet with the reasonable approval of Lessor.

(iii) assignments of the contracts with the Architect and the contractor so furnished, duly executed and acknowledged by Lessee, the Architect and the contractor by its terms to be effective upon any valid termination of this Lease or upon Lessor's re-entry upon the Property following an Event of Default by Lessee prior to the complete performance of such contract.

ARTICLE 7. Condemnation.

7.01. If less than substantially all of the Property is taken or condemned for a public or quasi-public use (a sale in lieu of condemnation to be deemed a taking or condemnation) and Lessee shall be able to occupy the Property as contemplated herein, this Lease shall remain in full force and effect and the Net Rent and Additional Rent shall continue to be due and payable with an equitable abatement based upon the portion of the Property so taken, and Lessee, at its cost and expense, shall proceed to restore, subject to Unavoidable Delays, the remaining portion of the Property to a complete architectural unit, whether or not the net condemnation award is sufficient to pay in full the cost of such restoration. Such restoration work shall be performed in the same manner and pursuant to the same conditions as set forth in Article 6 hereof with respect to restoration as a result of a fire or casualty. Lessee waives all claims against Lessor and against the condemning authority or party by reason of such partial taking and Lessee covenants and agrees that Lessee will make no claim by reason of the partial taking of the Property. Lessor shall be entitled to receive any and all awards paid by the condemning authority in connection with such partial taking, provided that such condemnation award received by

Lessor, less the reasonable costs incurred by Lessor in connection with the collection of such award and Lessor's review of the plans and specifications and contracts, shall be applied, subject to the provisions of any fee mortgage on the Property, to the cost of such restoration, subject to the same conditions to release set forth herein. Any balance of the award remaining after completion of such restoration and not used for such restoration, may be retained by Lessor.

7.02. If all or substantially all of the Property is taken or condemned for public or quasi-public use, then Lessee shall, not later than twenty (20) days after such occurrence, deliver to Lessor (i) notice of its desire to terminate this Lease on the next due date for the Net Rent payment (the "Termination Date") which occurs not less than thirty (30) days after the delivery of such notice, (ii) a certificate of an authorized representative of Lessee describing the event giving rise to such termination, and (iii) a certificate signed by Lessee to the effect that termination of this Lease with respect to the Property will not be in violation of any operating or similar agreement then in effect. Such notice to Lessor shall be accompanied by an irrevocable offer by Lessee to purchase on the Termination Date Lessor's interest in the Property and/or the condemnation award at a price equal to the Purchase Price (hereinafter defined). The costs associated with such conveyance, including, without limitation, transfer taxes and recording fees, shall be paid by Lessee. Lessor may reject such offer by notice given to Lessee not later than thirty (30) days after receipt of Lessee's notice (Lessee and Lessor agreeing that no such rejection shall be deemed effective unless and until any then existing fee mortgagee(s) shall have given its consent to such rejection). If Lessor shall reject such offer, then Lessor shall be entitled to receive the entire condemnation award(s) (with the exception of an award made for Lessee's moving expenses), and upon payment of all Net Rent and Additional Rent then due and unpaid and upon compliance by Lessee with all other obligations and liabilities of Lessee under this Lease, actual or contingent, which have arisen on or prior to such Termination Date, then in such event this Lease shall terminate. Unless Lessor shall have rejected such offer in accordance with this paragraph, Lessor shall be conclusively presumed to have accepted such offer, and, on the Termination Date, simultaneously with the termination of this Lease, shall convey to Lessee any remaining portion of the Property, along with the right to receive any condemnation award to which Lessor is entitled. For purposes of this Lease, the term "Purchase Price" shall mean the purchase price for the Property in an amount equal to the greater of (1) the amount set forth and described in Exhibit B annexed hereto and made a part hereof, and (2) the amount that would be required to pay off and satisfy in whole as of the Termination Date, the principal, interest and other sums outstanding under any then existing mortgage or mortgages on Lessor's fee interest in the Property.

ARTICLE 8. Repairs and Maintenance; Services.

8.01. Lessee shall, at its own cost and expense, keep and maintain all the Property in good condition and repair and make all necessary repairs and replacements to the Property, whether structural or non-structural, including, but not limited to, the pipes, water, sewage and septic system, heating system, plumbing system, window glass, fixtures, and all other appliances and their appurtenances and all equipment and personal

property used in connection with the Property so that the Property is in at least equivalent condition as when received by Lessee, reasonable wear and tear and casualty excepted. Such repairs and replacements, interior and exterior, structural and non-structural, shall be made promptly, as and when necessary so that the Property is in at least equivalent condition as when received by Lessee, reasonable wear and tear excepted. All repairs and replacements shall be in quality and class at least equal to the original work. On default of Lessee in making such repairs or replacements, Lessor may, but shall not be required to, make such repairs and replacements for Lessee's account, and the reasonable expense thereof together with Interest thereon shall constitute and be collectible as Additional Rent. Lessee shall maintain at its sole cost and expense all portions of the Property in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

8.02. Lessee will not do or suffer any waste or damage, disfigurement or injury to the Property or any part thereof, except as otherwise provided herein.

8.03. It is intended by Lessee and Lessor that Lessor shall have no obligation, in any manner whatsoever, to repair or maintain the Property (or any equipment therein), whether structural or nonstructural, all of which obligations are intended, as between Lessor and Lessee, to be those of Lessee. Lessee expressly waives the benefit of any statute now or in the future in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Property in good order, condition and repair.

8.04. Lessee shall, at Lessee's sole cost and expense, supply the Property with such electricity, heating, ventilating and air conditioning, water, natural gas, lighting, security service, janitor, scavenger and disposal services, and such other services as may be required. Lessor shall not be in default hereunder or be liable for any damage or loss directly or indirectly resulting from, nor shall the Net Rent or Additional Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, any failure to furnish or delay in finishing any such services, whether such failure or delay is caused by accident or any condition beyond the control of Lessor or Lessee or by the making of repairs or improvements to the Property or otherwise, or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any form of energy serving the Property, whether such results from mandatory governmental restriction or voluntary compliance with governmental guidelines or otherwise. Lessee shall pay the full cost of all of the foregoing services.

ARTICLE 9. Alterations and Improvements by Lessee.

9.01. Unless required by law or any governmental authority, or consistent with Lessee's alteration, tearing down or demolition for purposes of construction of other buildings and appurtenances, Lessee shall not make any alterations or improvements (except repairs and maintenance pursuant to Article 8) to the Property or any part thereof

without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. It is understood that Lessee intends such alteration, tearing down and/or demolition for new construction as its purpose in this Lease, and this provision is not intended to limit Lessee's achievement of that purpose. Where such alteration, tearing down or demolition is taking place, the provisions of this Section shall only pertain to any future structure erected by Lessee. Lessee need not seek the consent of Lessor to alterations or improvements aggregating Fifty Thousand Dollars (\$50,000) or less in value or cost (whichever is higher) to be commenced or performed in any Lease Year. In no event shall Lessee be permitted to install underground storage tanks or fuel systems on the Property. Lessor's refusal to consent to the installation of an underground tank or fuel system shall be conclusively presumed to be reasonable. Any such alterations or improvements in or to the Property requiring the approval of Lessor shall be subject, however, in all cases to the following:

(i) Any improvement or alteration shall be made with at least thirty (30) days' prior notice to the Lessor, unless a governmental authority requires otherwise or except in the case of an emergency, in which case, Lessee shall give Lessor as much notice as is practicable, accompanied by a copy of the proposed plans and specifications in detail reasonably sufficient for Lessor to review same, the identity of the contractor and any subcontractors, and a copy of all contracts with respect to the improvement or alteration, and shall be made promptly at the sole cost and expense of the Lessee and in a good and workmanlike manner and in compliance in all respects with all applicable laws, ordinances, codes, rules, regulations, permits and authorizations promulgated or issued by any governmental authority having jurisdiction thereof. Lessee shall reimburse Lessor immediately upon written demand for any reasonable costs and expenses incurred by Lessor in connection with Lessor's review of Lessee's proposed plans and specifications, or any revisions thereof. Upon Lessor's request, to be made not more frequently than once per calendar year, Lessee shall deliver to Lessor "as-built" plans and specifications for any work theretofore completed.

(ii) The Property shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Property.

(iii) Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to or for the Lessee. Furthermore, notice is hereby given to Lessee and Lessee's mechanics, laborers and materialmen with respect to the Property that no mechanic's, materialman's or laborer's lien shall attach to or affect the reversion or other interest of Lessor in or to the Property.

(iv) Workers' compensation and general liability insurance with respect to the alterations and improvements as required by Section 5.02 of Article 5 shall be maintained and/or provided.

ARTICLE 10. Discharge of Liens.

10.01. Lessee shall not create or permit to be created any lien, encumbrance or charge upon the Property or any part thereof or the income therefrom or this Lease or the leasehold estate created hereby, and Lessee shall not suffer any other matter or thing whereby the estate, rights and/or interest of Lessee and/or Lessor (or, any part thereof) in the Property or any part thereof might be encumbered by any such lien, encumbrance or charge.

10.02. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Property or any part thereof, Lessee, within twenty (20) days after written notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy Lessor may have hereunder or at law or equity, Lessor may, but shall not be obligated to, discharge the same and Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Lessor and all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by Lessor in connection with the discharge of the lien and/or the prosecution of such action, together with Interest thereon from the respective dates of Lessor's making of the payment or incurring of the cost and expense to the date Lessee reimburses Lessor for such amount shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor immediately on demand.

10.03. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Property or any part thereof.

ARTICLE 11. Compliance with Laws, Ordinances, Etc.

11.01. Throughout the term of this Lease, Lessee, at its sole cost and expense, will promptly comply in all respects with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers (including, without limitation, all environmental laws, ordinances, orders, rules, regulations and requirements), and all orders, rules and regulations of the National Board of Fire Underwriters, or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary, as well as extraordinary, which may be applicable to the Property or any part thereof and the sidewalks, alleyways, passageways, curbs and vaults adjoining the Property or to the use or manner of use of the Property or the owners, tenants or occupants thereof, whether or not such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or other work or interfere with the use and enjoyment of the Property.

11.02. Provided no Event of Default is then in existence, Lessee shall have the right, after prior written notice to Lessor, to contest by appropriate legal proceedings diligently conducted in , good faith, in the name of Lessee or Lessor or both, at Lessee's sole cost and expense and without cost or expense to Lessor, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in Section 11.01 of this Article 11 and defer compliance therewith during the pendency of such contest, subject to the following:

(a) If compliance therewith, pending the prosecution of any such proceeding, may legally be delayed without the incurrence of any lien, charge or liability of any kind against the Property or any part thereof and without subjecting Lessor to any liability, civil or criminal, or fine or forfeiture, for failure so to comply therewith during such period, then Lessee may delay compliance therewith until the final determination of such proceeding.

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Lessee, nevertheless, may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Lessor to criminal liability, fine or forfeiture, or the Property to a lien, and Lessee, prior to instituting any such proceedings, furnishes to Lessor a letter of credit or bond or undertaking by a surety company or cash deposit or other security reasonably satisfactory to Lessor (such choice of security to be at Lessor's sole option), securing compliance with the contested law, ordinance, order, rule, regulation or requirement and payment of all interest, penalties, fines, fees and expenses in connection therewith.

(c) Any such proceeding instituted by Lessee shall be begun as soon as is reasonably possible after the passage or issuance of any such law, ordinance, order, rule, regulation or requirement and the application thereof to Lessee or to the Property and shall be prosecuted to final adjudication with dispatch and due diligence.

(d) Notwithstanding anything to the contrary herein, Lessee shall promptly comply with any such law, ordinance, order, rule, regulation or requirement being contested and compliance shall not be deferred if at any time the Property, or any part thereof, shall be in danger of being forfeited or lost or if Lessor shall be in danger of being subjected to criminal liability or penalty by reason of noncompliance therewith.

(e) Lessee agrees to indemnify and hold Lessor, the joint venturers of Lessor and Lessor's employees, agents and representatives harmless from and against any and all claims, causes of action, judgments, damages, fines, forfeitures, costs, and expenses, including, but not limited to, reasonable attorneys' fees and disbursements, arising out of or in connection with Lessee's failure to comply with and/or contesting any such law, ordinance, order, rule, regulation or requirement pursuant to the provisions of this Section 11.02.

Lessor will execute and deliver any appropriate papers which may be reasonably necessary or proper to permit Lessee to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

ARTICLE 12. Lessor's Right to Perform Lessee's Covenants.

12.01. If, after any applicable grace and/or notice period but without notice or grace in the case of an emergency, Lessee shall at any time fail to pay any Imposition in accordance with the provisions of Article 4 hereof or to take out, pay for, maintain or deliver any of the insurance policies provided for in Article 5 or Article 9 hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed under this Lease, or shall default in the performance of any of its obligations under this Lease (hereinafter referred to as "Breaches"), then Lessor, or any fee mortgagee, without thereby waiving such Breach or releasing Lessee from any obligation contained in this Lease, may (but shall not be obligated to), perform the same for the account of and with the reasonable expense thereof to be paid by Lessee, and may (but shall be under no obligation to) enter upon the Property for any such purpose and take all such action thereon, as may be necessary therefor.

12.02. All sums so paid by Lessor or any fee mortgagee pursuant to Section 12.01 above and all costs and expenses, including, without limitation, all reasonable legal fees and disbursements incurred by Lessor or any fee mortgagee in connection with the performance of any such act pursuant to Section 12.01 above, together with Interest thereon from the respective dates of Lessor's or such fee mortgagee's making of each such payment or incurring of each such cost and expense to the date paid by Lessee to Lessor or such fee mortgagee shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor or such fee mortgagee immediately on written demand.

ARTICLE 13. Entry On Property By Lessor.

13.01. Lessee will permit Lessor and its authorized representatives to enter the Property at all reasonable times and hours upon prior reasonable notice to Lessee for the purpose of (i) inspecting the same, and (ii) making any necessary repairs thereto and performing any work therein that Lessor may be entitled to make or perform, respectively, pursuant to the provisions of Section 12.01 hereof. Nothing herein shall imply any duty upon the part of Lessor to do any such work, and performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same.

ARTICLE 14. Indemnification Of Lessor.

14.01. Lessee will indemnify and save harmless Lessor and any joint venturer of Lessor against and from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, judgments and causes of action including, without limitation, architects' and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against Lessor and/or any such joint venturer by reason of any of the following occurring during the term of this Lease:

(i) any work or thing done in, on or about the Property or any part thereof;

(ii) any use, non-use, possession, occupation, restoration, alteration, repair, condition (including, without limitation, any environmental condition), operation, maintenance or management of the Property or any part thereof or any street, alley, sidewalk, curb, vault, passageway or space adjacent thereto;

(iii) any negligence on the part of Lessee or any of its agents, contractors, servants, employees, sublessees, licensees or invitees;

(iv) any accident, injury (including, without limitation, death) or damage to any person or entity or property occurring in, on or about the Property or any part thereof or any street, alley, sidewalk, curb, vault, passageway, or space adjacent thereto;

(v) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with;

(vi) any liability which may be asserted against Lessor or any lien or claim which may be alleged to have arisen against or on the Property, under any law, ordinance, order, rule, regulation or requirement of any governmental authority including, without limitation, environmental laws, ordinances, orders, rules, regulations or requirements;

(vii) any failure on the part of Lessee to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in any occupancy agreements, concession agreements or other contracts and agreements affecting the Property, on Lessee's part to be kept, observed or performed;

(viii) any tax or fee attributable to the execution or recording of this Lease or any memorandum thereof charged by any governmental authority; or

(ix) any contest permitted pursuant to the provisions of any Article of this Lease.

The obligations of Lessee under this Article 14 shall not in any way be affected by the absence or presence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Property.

In case any claim, action or proceeding is made or brought against Lessor by reason of any of the foregoing events to which reference is made in this Section 14.01, then Lessee, upon written notice from Lessor will, at Lessee's sole cost and expense, resist or defend such claim, action or proceeding, in Lessor's name, if necessary, by

counsel approved, in writing, by Lessor, such approval not to be unreasonably withheld. Notwithstanding the foregoing, Lessor may engage its own counsel, at Lessor's expense, to defend it or to assist in its defense.

14.02. The provisions of Section 14.01 shall survive the termination or expiration of this Lease.

ARTICLE 15. Assignments, Subletting, Mortgages.

15.01. Lessee may, without Lessor's consent, assign all or any part of this Lease or suffer or permit the Property or any part thereof to be used by others or sublet all or any part of the Property, so long as Lessee remains liable for all of its obligations hereunder and Lessor restates its liability for all of its obligations hereunder.

15.02 Lessee may, without Lessor's consent execute and deliver one or more leasehold deeds of trusts and/or mortgages encumbering Lessee's interest in this Lease (collectively, "Lessee's Leasehold Deed of Trust") as security for one or more loans from any one or more lenders providing financing to Lessee (collectively, a "Leasehold Mortgagee") provided that any Leasehold Deed of Trust provides for the following:

(i) Lessor shall be entitled to written notice of any default by Lessee under any Lessee's Leasehold Deed of Trust, and Lessor shall be permitted to cure any such defaults prior to the Leasehold Mortgagee exercising any remedies it may have under Lessee's Leasehold Deed of Trust;

(ii) In no way shall any Lessee's Leasehold Deed of Trust extend to, affect, or be a lien or encumbrance upon, the estate and interest of Lessor in the Property, in this Lease or any part thereof, and each Lessee's Leasehold Deed of Trust shall expressly provide that at all times it shall be subject and subordinate to this Lease;

(iii) Any Lessee's Leasehold Deed of Trust may contain customary reasonable restrictions on the termination and modification of this Lease and on the merger of the fee and leasehold interest in the Property, in each case without the prior written consent of the Leasehold Mortgagee;

(iv) Any Leasehold Mortgagee shall have the right to require that in the event the Lessor shall serve on Lessee any notice of default under this Lease, then Lessor shall (a) simultaneously serve a copy of such default notice upon such Leasehold Mortgagee, (b) Lessor shall permit such Leasehold Mortgagee to remedy any default by Lessee and (c) Lessor shall grant to Leasehold Mortgagee such additional periods of time as reasonably requested by such Leasehold Mortgagee to prosecute such remedy before Lessor exercises any remedies available to it under this Lease; and

(v) If this Lease is terminated as the result of any default by Lessee, then such Leasehold Mortgagee shall have the right to cause Lessor to enter into a new lease of the Property with the Leasehold Mortgagee or its designee for the

remained of the term of this Lease, which new lease shall contain substantially the same terms and conditions contained in this Lease.

ARTICLE 16. Surrender.

16.01. Lessee shall on the last day of the term hereof, or upon any earlier termination of this Lease, or upon any re-entry by Lessor upon the Property pursuant to Article 17 hereof, surrender and deliver up the Property and all fixtures, equipment and other personal property now or hereafter at the Property into the possession and use of Lessor free and clear of any liens created by Lessee or resulting from the acts or omissions of Lessee. Lessee shall at no time during the term of this Lease remove any fixtures, equipment or other personal property from the Property (except personal property and moveable equipment owned by Lessee) except that (i) Lessee may remove from the Property any equipment or other personal property which is obsolete or unfit for use or which is no longer useful in the operation of the Property so long as such equipment and/or other personal property are immediately replaced with equipment and/or other personal property, as the case may be, which are current, fit for use and useful in the operation of the Property and Lessee complies with any applicable provisions of the Lease with respect thereto (i.e., requirements in connection with alterations) and (ii) Lessee may perform any demolition and tearing down for new construction at the Property in accordance with Section 9.01 hereof. Nothing in this Article 16 shall in any way be deemed to affect any of Lessee's obligations as to the use of the Property set forth in Article 2 of this Lease.

16.02. If the Property is not surrendered as above set forth, Lessee shall indemnify, defend and hold Lessor harmless from and against loss or liability resulting from the delay by Lessee in so surrendering the Property, including, without limitation, any claim made by any succeeding occupant founded on such delay. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. In addition to the foregoing, and in addition to the Additional Rent, Lessee shall pay to Lessor a sum equal to 150% of the Net Rent herein provided during each month or portion thereof for which Lessee shall remain in possession of the Property or any part thereof after the termination of the term or of Lessee's rights of possession, whether by lapse of time or otherwise. The provisions of this paragraph 16.02 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Lessor provided herein, at law or at equity.

16.03. Except for surrender upon the expiration or earlier termination of the term hereof, no surrender to Lessor of this Lease or of the Property shall be valid or effective unless agreed to and accepted in writing by Lessor.

ARTICLE 17. Default Provisions.

17.01. Each of the following events shall be an "Event of Default" hereunder:

(i) Default by Lessee in paying any installment of Net Rent or Additional Rent or in making any deposit required pursuant to Article 4 after the 9th day of the month;

(ii) If Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under present or any future bankruptcy act or any other present or future applicable federal, state or other statute or law or other law, ordinance, order, rule, regulation or requirement of any governmental authority, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of Lessee's leasehold estate with respect to the Property;

(iii) If within sixty (60) days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law or other law, ordinance, order, rule, regulation or requirement of any governmental authority, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Lessee, of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of Lessee's leasehold estate with respect to the Property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated;

(iv) If a levy under execution or attachment shall be made against Lessee or its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days;

(v) If the Property becomes deserted or abandoned;

(vi) If the Property is used for other than the use permitted under this Lease;

(vii) If Lessee fails to take possession of the Property when possession is given to Lessee by Lessor; or

(viii) Default by Lessee in observing or performing one or more of the other terms, conditions, covenants or agreements of this Lease and the continuance of such default for a period of thirty (30) days after written notice by Lessor specifying such default (unless such default requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such thirty (30) day period, in which case no such Event of Default shall be deemed to exist so long as Lessee shall have commenced curing such default

within such thirty (30) day period and shall diligently and continuously prosecute the same to completion, provided, however, that in any event such an Event of Default shall be deemed to exist if such cure of such default has not been completed within sixty (60) days after Lessor's written notice to Lessee as described above).

17.02. If an Event of Default shall occur, Lessor, at any time thereafter, may at its option give written notice to Lessee stating that this Lease and the term of this Lease shall expire and terminate on the date specified in such notice, which date shall be not less than three (3) days from the date of such notice, and upon the expiration of such three (3) days, this Lease and the term of this Lease and all rights of the Lessee under this Lease shall expire and terminate as if that date were the date herein definitely fixed for the expiration of the term of this Lease, and Lessee shall quit and surrender the Property and all other property as required hereunder to Lessor but Lessee shall remain liable as hereinafter provided.

17.03. If any Event of Default shall occur, or if this Lease shall be terminated as provided in Section 17.02 hereof or by summary proceedings or otherwise, then, and in any of such events, Lessor may without notice, re-enter the Property either by force or otherwise, and dispossess Lessee and the legal representative of Lessee or other occupant of the Property by summary proceedings or otherwise, and remove their effects and hold the Property as if this Lease had not been made, and Lessee hereby waives the service of notice of intention to re-enter or to institute legal or other proceedings to that end. The terms "enter," "re-enter," "entry," or "re-entry," as used in this Lease, are not restricted to their technical legal meaning.

17.04. In the event of any termination of this Lease under the provisions of this Article or if Lessor shall re-enter the Property under the provisions herein, or in the event this Lease is otherwise terminated due to Lessee's default hereunder, or in the event of re-entry by or under any summary dispossess or other proceedings or action or any provision of law by reason of defaults hereunder on the part of the Lessee, Lessee shall thereupon pay to the Lessor the Net Rent and Additional Rent payable by Lessee to Lessor up to the time of such termination of this Lease, or of such recovery of possession of the Property by the Lessor, as the case may be, and shall also pay to Lessor damages as hereinafter provided.

17.05. In the event of a breach or a threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right of injunction. The special remedies to which Lessor may resort in this Article are cumulative and not intended to be exclusive of any other remedies or means of redress to which Lessor may lawfully be entitled at any time and Lessor may invoke any remedy allowed at law or in equity as if specific remedies were not provided for herein.

17.06. Subject to applicable law, if this Lease shall terminate under the provisions of Section 17.02, or if Lessor shall re-enter the Property under the provisions of Section 17.03 or in the event of the termination of this Lease, or re-entry, by or under any summary dispossess or other proceeding or action or any provision of law by reason

of default hereunder on the part of the Lessee, Lessor shall be entitled to retain all moneys, if any, paid by Lessee to Lessor, whether as advance rent, security or otherwise, but such monies shall be credited by Lessor against any Net Rent or Additional Rent due from Lessee at the time of such termination or re-entry or, at Lessor's option, against any damages payable by Lessee under this Article or pursuant to law or equity.

17.07. If this Lease is terminated or if Lessor shall re-enter the Property under the provisions of this Article, or in the event of the termination of this Lease, or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of the default hereunder on the part of the Lessee, Lessee shall pay to Lessor as damages, at the election of Lessor, sums equal to the Net Rent and the Additional Rent payable hereunder throughout the stated term of this Lease which would have been payable by Lessee had this Lease not so terminated, or had Lessor not so re-entered the Property, payable upon the due dates therefor specified herein following such termination or such re-entry.

17.08. (i) In the event Lessor terminates this Lease under this Article, Lessor shall credit Lessee with the net rents received by Lessor from any re-letting of the Property during what would have been the balance of Lessee's stated Lease term, such net rents to be determined by first deducting from the gross rents as and when received by Lessor from such re-letting, the expenses incurred or paid by Lessor in terminating this Lease or in re-entering the Property and in securing possession thereof (including, without limitation, reasonable attorneys' fees and disbursements and amounts for which Lessee indemnifies Lessor under Section 14.01(v) of this Lease incurred by Lessor in connection with the default by Lessee resulting in such termination), as well as the reasonable expenses of re-letting, including, without limitation, altering, repairing and preparing the Property for new tenants, brokers' commissions and other expenses sustained in securing any new tenants or other occupants, reasonable attorneys' fees and disbursements and all other expenses properly chargeable against the Property and the rental thereof (including, without limitation, the cost and expense of Lessor in maintaining and operating the Property), and any other liability of Lessee to Lessor, it being understood that any such re-letting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Lessee be entitled to receive any excess of such net rents over the sums payable by any new lessee to Lessor hereunder, or shall Lessee be entitled in any suit for the collection of damages pursuant to this Section to a credit in respect of any net rents from a re-letting, except to the extent that such net rents are actually received by Lessor. No re-entry by Lessor, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Lessee from liability hereunder. Lessor in no way shall be responsible or liable for any failure to re-let the Property or any part thereof, or for any failure to collect any rent due on any such re-letting.

(ii) If the Property or any part thereof be re-let by Lessor for the unexpired portion of the term of this Lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved

upon such re-letting shall, prima facie, be the fair and reasonable rental value for the Property, or part thereof, so re-let during the term of the re-letting.

17.09. Suit or suits for the recovery of damages or deficiencies, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated hereunder, or under any provision of law, or had Lessor not re-entered the Property. Nothing herein contained shall be construed to limit or preclude recovery by Lessor against Lessee of any sums or damages to which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. Nothing herein contained shall be construed to limit or prejudice the right of Lessor to obtain as damages by reason of the termination of this Lease or re-entry of the Property for an Event of Default of Lessee under this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater, equal to, or less than any of the sums referred to in Section 17.07.

17.10. The failure of Lessor to insist upon enforcement of such obligations of strict performance with the terms of this Lease or payment of Net Rent or Additional Rent, shall not be deemed to be a waiver of those obligations.

17.11. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of the Property, by reason of the violation by Lessee of any of the covenants or conditions of this Lease or otherwise.

17.12. Lessee waives the right to trial by jury with respect to any action arising out of this Lease. Lessee further waives its rights to interpose any counterclaim or offset in any summary proceeding instituted by Lessor based upon non-payment of Net Rent or Additional Rent.

17.13. All Net Rent and Additional Rent payable by Lessee hereunder and each and every installment thereof, and all costs, reasonable attorneys' fees, disbursements and other expenses which may be incurred by Lessor in enforcing the provisions of this Lease or on account of any delinquency of Lessee in carrying out the provisions of this Lease, shall be and they hereby are declared to constitute a valid lien upon the Lessee's leasehold with respect to the Property to the extent permitted by law.

17.14. No receipt of moneys by Lessor from Lessee after termination of this Lease, or after the giving of any notice of termination of this Lease, shall reinstate, continue or extend the term of this Lease or affect any notice theretofore given Lessee, or operate as a waiver of the right of Lessor to enforce the payment of Net Rent and Additional Rent payable by Lessee hereunder or thereafter falling due, or operate as a waiver of the right of Lessor to recover possession of the Property, it being agreed that after the service of notice to terminate this Lease or the commencement of suit or

summary proceedings, or after final order or judgment for the possession of the Property, or after possession of the Property by re-entry by summary proceedings or otherwise, Lessor may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Property or, at the election of Lessor, on account of Lessee's liability hereunder.

17.15. No failure of Lessor to exercise any right or remedy consequent upon a default in any covenant, agreement, term or condition of this Lease, and no acceptance of full or partial Net Rent or Additional Rent by Lessor during the continuance of any such default, shall constitute a waiver of any such default or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no default thereof, shall be waived, altered or modified except by a written instrument executed by that party. No waiver of any default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default thereof.

17.16. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or otherwise.

17.17. Lessee shall pay to Lessor all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by Lessor in enforcing any of the covenants and provisions of this Lease and/or incurred by Lessor in any action brought on account of the provisions hereof, and all such costs and expenses, may be included in and form a part of any judgment entered in any action or proceeding against Lessee.

17.18. Even though Lessee has breached this Lease, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor shall have the right to enforce all its rights and remedies under this Lease, including, without limitation, the right to recover all Net Rent and Additional Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Property or the appointment of a receiver upon initiative of Lessor to protect Lessor's interest under this Lease shall not constitute a termination of Lessee's right to possession unless written notice of termination is given by Lessor to Lessee.

17.19. All agreements and covenants to be performed or observed by Lessee under this Lease shall be at Lessee's sole cost and expense and without any abatement of Net Rent or Additional Rent, except as otherwise provided herein.

ARTICLE 18. Subordination.

18.01. This Lease shall be subject and subordinate to all present and future mortgages which may now or hereafter affect such leases or the Property (or any part thereof) or Lessor's fee interest in the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Lessee shall promptly execute and deliver at its own cost and expense any instrument, in recordable form, if required, that Lessor, or the holder of any such mortgage or any of their respective successors in interest may request to evidence such subordination. Nothing contained in this Lease shall limit or curtail Lessor's right to sell, mortgage or otherwise deal with its fee interest in the Property, or affect Lessor's right to assign the Net Rent and/or Additional Rent payable under this Lease either as further collateral security under a fee mortgage or otherwise. Any such assignment of rent shall be honored by Lessee. Anything herein contained to the contrary notwithstanding, Lessor shall use best efforts to obtain, for the benefit of Lessee, a non-disturbance agreement from the holder of any future mortgage encumbering the Property, in the form customarily used by such mortgagee, which shall in any event provide in substance that so long as Lessee is not in default under this Lease beyond any grace period, then such mortgagee will not terminate this Lease or take any action to recover possession of the Property, notwithstanding any default under, or foreclosure of such mortgage. Lessee shall execute and deliver the aforescribed non-disturbance agreement, and shall pay any reasonable fee or expense charged by the mortgagee or its attorneys for the granting of such agreement.

18.02. In the event of any act or omission of Lessor constituting a default by Lessor hereunder beyond any applicable given or notice period, Lessee shall not exercise any remedy until Lessee has given Lessor and all fee mortgagees of the Property additional written notice of such act or omission, and unless and until a reasonable period of time (not to exceed thirty (30) days) to allow Lessor or such mortgagees to remedy such act or omission shall have elapsed following receipt of such notice. However, if such act or omission cannot, with due diligence and in good faith, be remedied within such period or cannot be cured simply by the payment of money, Lessor and such mortgagees shall be allowed such further period of time as may be reasonably necessary provided that it commences remedying the same with due diligence and in good faith and thereafter diligently prosecutes such cure (and if such mortgagees require possession of the Property to commence curing any such default, such mortgagees shall also be entitled to such further periods of time required to obtain possession of the Property). Nothing herein contained shall be construed or interpreted as requiring any mortgagee receiving such notice to remedy such act or omission. In no event shall this Lease be amended or modified without first obtaining the written consent of Lessor's fee mortgagee(s) to such amendment or modification.

ARTICLE 19. Bills and Notices.

19.01. Except as otherwise in this Lease provided, a bill, statement, notice or communication which Lessor may desire or be required to give to Lessee, shall be deemed sufficiently given or rendered if, in writing, delivered to Lessee personally by hand or sent by nationally recognized overnight courier service or sent by certified mail, return receipt requested, postage prepaid, addressed to Lessee at the Property or at such other address as Lessee may designate by written notice from time to time to Lessor, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Lessee personally or delivered to Lessee by overnight courier or five days after mailed as herein provided. Any notice by Lessee to Lessor must be served personally by hand or by nationally recognized overnight courier service or certified mail, return receipt requested, postage prepaid, addressed to Lessor at the address first hereinabove given or at such other address as Lessor shall designate by written notice to Lessee from time to time during the term hereof, and the time of the rendition of such notice shall be deemed to be the time when the same is delivered to Lessor personally or delivered to Lessor by overnight courier or five days after mailed as herein provided. Copies of any notices delivered to Lessor shall be delivered to Warshaw Burstein Cohen Schlesinger & Kuh, LLP, 555 Fifth Avenue, New York, New York 10017, Attn. Chaya R. Shafran, Esq. and copies of any notices delivered to Lessee shall be delivered to Katsky Korins LLP, 605 Third Avenue, New York, New York 10022, Attn. Matthew Danow, Esq., in each case in the same manner such notices are delivered to Lessor or Lessee, as applicable.

ARTICLE 20. Quiet Enjoyment.

20.01. Lessor covenants and agrees with Lessee that upon Lessee paying the Net Rent and Additional Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed hereunder, Lessee may peaceably and quietly enjoy the Property hereby demised, subject, however, to the terms and conditions of this Lease.

ARTICLE 21. Covenants To Bind And Benefit Respective Parties.

21.01. The covenants and agreements herein contained shall bind and inure to the benefit of Lessor and Lessee and their respective successors and (except as otherwise provided herein) assigns, and cannot be changed, modified or terminated orally, but only by an instrument in writing signed by both parties.

ARTICLE 22. Additional Rent.

22.01. Any monies or amounts due Lessor from Lessee at any time during the term of this Lease, or otherwise pursuant to the terms of this Lease, other than Net Rent, shall be deemed "Additional Rent", and if Lessor, at any time, is pursuant to the terms of this Lease compelled to pay or elects to pay any sum of money or amount or to do any act

which will require the payment of any sum of money, by reason of the failure of the Lessee to comply with any provision of this Lease, or if the Lessor is compelled to incur any expense, including, without limitation, reasonable attorneys' fees and disbursements, as a result of any breach on the part of the Lessee, or in instituting, prosecuting and/or defending any action or proceeding arising by reason of any breach on the part of the Lessee under the terms of this Lease, the sum or sums so paid, or expenses so incurred by the Lessor, together with all Interest from the date such sums were paid or expense incurred through the date Lessee reimburses Lessor for such amounts, shall also be deemed Additional Rent under this Lease. Additional Rent shall be payable by Lessee to Lessor upon demand, unless otherwise set forth herein.

ARTICLE 23. Definitions.

23.01. "Interest" shall mean a rate per annum equal to the lesser of (i) 2% above the prime commercial lending rate of Citibank, N.A., charged to its customers of the highest credit standing for 90 day unsecured loans, in effect from time to time, or (ii) the maximum applicable legal rate, if any.

23.02. The term "Lessor" as used in this Lease means only the owner, or the mortgagee in possession, for the time being of the Property, so that in the event of any transfer of title of the said Property, the said transferor or Lessor shall be and hereby is entirely freed and relieved of all future covenants, obligations and liabilities of Lessor hereunder. The obligations contained in this Lease to be performed by Lessor shall, subject as aforesaid, be binding on Lessor's successors and assigns, only during their respective periods of ownership.

23.03. The term "Lessee," as used in this Lease, shall include more than one person if more than one person is Lessee and that if, at any time, the term Lessee shall include more than one person, the obligations of all such persons under this Lease shall be joint and several.

23.04. "Lease Year" shall mean a period of twelve consecutive calendar months. The first Lease Year shall commence on the Commencement Date and each succeeding Lease Year shall commence on the anniversary date of the first Lease Year.

23.05. "Unavoidable Delays" shall mean delays caused by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions, enemy action, civil commotion, fire, terrorist action, epidemic, public utility failure, unavoidable casualty, moratorium or similar laws prohibiting performance or severe weather conditions or any other similar matter which shall be beyond the reasonable control of Lessee or Lessor, as the case may be; but the lack or insufficiency of funds shall not constitute an Unavoidable Delay.

ARTICLE 24. Net Lease: Non-terminability.

24.01. This is an absolutely net lease and the Net Rent, Additional Rent and all other sums payable hereunder by Lessee, including, without limitation, the Purchase

Price for the Property payable pursuant to Article 7, shall be paid without notice or demand therefor, and without any abatement, deduction, set-off, counterclaim, suspension or defense for any reason whatsoever, except as otherwise provided herein.

24.02. This Lease shall not terminate, nor shall Lessee have any right to terminate this Lease, nor shall Lessee be entitled to any abatement or (except as otherwise expressly provided in Article 7) reduction of Net Rent or Additional Rent hereunder, nor shall the obligations of Lessee under this Lease be affected, by reason of (i) subject to Article 6, any damage to or destruction of all or any part of the Property from whatever cause, (ii) subject to Article 7, the taking of the Property or any portion thereof by condemnation, requisition or otherwise, (iii) the prohibition, limitation or restriction of Lessee's use of all or any part of the Property, or any interference with such use, (iv) any eviction by paramount title or otherwise, (v) Lessee's acquisition or ownership of all or any part of the Property otherwise than as expressly provided herein, (vi) any default on the part of Lessor under this Lease, or under any other agreement to which Lessee and Lessor may be parties, (vii) the failure of Lessor to deliver possession of the Property on the commencement of the term hereof or (viii) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the obligations of Lessee hereunder shall be separate and independent covenants and agreements, that the Net Rent, the Additional Rent and all other sums payable by Lessee hereunder shall continue to be payable in all events and that the obligations of Lessee hereunder shall continue unaffected unless the requirement to pay or perform the same shall have been terminated pursuant to any express provision of this Lease.

24.03. Lessee agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, rescind or avoid this Lease, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up or other proceeding affecting Lessor or its successor in interest, or (ii) any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or its successor in interest or by any court in any such proceeding.

24.04. Lessee waives all rights which may now or hereafter be conferred by law to any abatement, suspension, deferment or (except as provided in Article 7) reduction of the Net Rent, Additional Rent or any other sums payable under this Lease, except as otherwise expressly provided herein.

ARTICLE 25. Hazardous Material.

25.01. Lessee (i) shall comply, and cause the Property to comply, with all Environmental Laws (as hereinafter defined) applicable to the Property (including, without limitation, the making of all submissions to governmental authorities required by Environmental Laws and the carrying out of any remediation program specified by such authority), (ii) shall prohibit the use of the Property for the generation, manufacture,

refinement, production, or processing of any Hazardous Material (as hereinafter defined) or for the storage, handling, transfer or transportation of any Hazardous Material, except the usage by the Lessee of such materials in the ordinary course of its business, (iii) shall not permit to remain, install or permit the installation on the Property of any surface impoundments, underground storage tanks, or asbestos or asbestos-containing materials, and (iv) shall cause any alterations of the Property to be done in a way so as to not expose in an unsafe manner the persons working on or visiting the Property to Hazardous Materials and in connection with any such alterations shall remove in compliance with Environmental Laws any Hazardous Materials present upon the Property which are not in compliance with Environmental Laws or which present a danger to persons working on or visiting the Property.

25.02. "Environmental Laws" means the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901, et seq. (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 et seq. (CERCLA), the Toxic Substance Control Act, as amended, 15 U.S.C. §§2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §§136 et seq., [Reference specific state statutes], and all applicable federal, state and local environmental laws, ordinances, orders, rules and regulations, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted, and any other federal, state or local laws, ordinances, orders, rules and regulations, now or hereafter existing relating to regulations or control of Hazardous Material or materials. The term "Hazardous Materials" as used in this Lease shall mean substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in any applicable federal, state or local statute, rule, regulation or determination, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§1801, et seq.; the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, et seq.; and, asbestos, pcb's, radioactive substances, methane, volatile hydrocarbons, petroleum or petroleum-derived substances or wastes, radon, industrial solvents or any other material as may be specified in applicable law or regulations.

25.03. Lessee agrees to protect, defend, indemnify and hold harmless Lessor, its fee mortgagees, its directors, officers, employees and agents, and any successors to Lessor's interest in the chain of title to the Property, their direct or indirect partners, directors, officers, employees, and agents, from and against any and all liability, including, without limitation, all foreseeable and all unforeseeable damages including but not limited to attorney's and consultant's fees, fines, penalties and civil or criminal damages, directly or indirectly arising out of the use, generation, storage, treatment, release, threatened release, discharge, spill, presence or disposal of Hazardous Materials from, on, at, to or under the Property during the term of this Lease by Lessee or its agents, and including, without limitation, the cost of any required or necessary repair, response action, remediation, investigation, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior

to or following transfer of title to the Property. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities Lessee may have to Lessor at common law under all statutes and ordinances or otherwise, and shall survive the expiration or earlier termination of this Lease. Lessee expressly agrees that the representations, warranties and covenants made and the indemnities stated in this Lease are not personal to Lessor, and the benefits under this Lease may be assigned to subsequent parties in interest to the chain of title to the Property, which subsequent parties in interest may proceed directly against Lessee to recover pursuant to this Lease.

ARTICLE 26. Miscellaneous.

26.01. Lessee represents and warrants that they have had no dealings with any broker concerning this Lease. Lessor shall indemnify Lessee against any liability for any broker in connection with any claim for a brokerage or finder's commission or fee arising out of any conversations or negotiations had by Lessor with any broker. This indemnification shall survive the term and any termination of this Lease.

26.02. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision shall be valid and be enforced to the fullest extent permitted by law.

26.03. Each party agrees at any time, and from time to time, upon not less than ten (10) business days' prior written request from the other party, to execute, acknowledge and deliver to the other party a statement in writing, certifying (if true) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), the dates to which the Net Rent and Additional Rent have been paid and whether or not to the best knowledge of the party executing such statement this Lease is then in default or whether any events have occurred which, with the giving of notice or the passage of time, or both, could constitute a default hereunder, it being intended that any such statement delivered pursuant to this Section 26.03 may be relied upon by the party which requested the statement to be executed and by any prospective assignee of the Lease from Lessor, fee mortgagee or purchaser of the fee interest in the Property.

26.04. The parties hereto agree that this Lease constitutes the only agreement between them with respect to the Property and that no oral representations or no prior written matter extrinsic to this instrument shall have any force or effect. Lessee agrees that it has signed this Lease fully aware of the condition of the Property and all other matters relative thereto and is not relying on any representations or agreements other than those contained in this Lease.

26.05. Promptly upon the request of either party, either party may record a memorandum of this Lease and any amendments thereto. If a memorandum is to be recorded, the parties shall execute, acknowledge and deliver a memorandum hereof in recordable form, prepared by Lessee, the form and substance of which shall conform to applicable law, but may contain such other provisions of this Lease or the substance

thereof as either party may reasonably require, excepting rental provisions. The foregoing shall also apply with respect to each modification of this Lease.

26.06. Whenever in this Lease Lessor covenants not to unreasonably withhold, condition or delay its consent or approval, if Lessor shall refuse such consent or approval, then Lessee's sole remedy shall be for specific performance of any such covenant and in no event shall Lessee be entitled to any money damages for a breach of such covenant.

26.07. Notwithstanding anything contained to the contrary in this Lease, whether express or implied, it is agreed that Lessee will look only to Lessor's fee interest in and to the Property for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of a breach or default under this Lease by Lessor, and no other property or assets of Lessor or its directors, officers, shareholders, partners, joint venturers or other principals (disclosed or undisclosed) shall be subject to suit or to levy, execution or other enforcement procedures for the satisfaction of any such judgment (or other judicial process).

26.08. Lessee shall at all times keep and maintain full and correct records and books of account of the operations of the Property in accordance with generally accepted accounting principles consistently applied and shall accurately record and preserve the records of such operations. Upon an Event of Default, Lessee shall permit Lessor and Lessor's accountants and fee mortgagees access thereto, with the right to make copies and excerpts therefrom upon reasonable advance written notice to Lessee. In addition to the foregoing and without in any way limiting the foregoing, within ten (10) days after the preparation or receipt by Lessee or by any person or entity on behalf of Lessee during the term of this Lease of Lessee's annual financial statements, Lessee shall furnish to Lessor and Lessor's fee mortgagees a copy of such financial statements so prepared.

26.09. The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or of any provisions thereof, or in any way affect this Lease.

26.10. The use herein of (i) the singular shall include the plural, and (ii) the neuter pronoun in any reference to Lessor or Lessee shall be deemed to include any individual Lessor or Lessee.

26.11. This Lease shall be governed by the laws of the State of Nevada in all respects including, without limitation, the validity, construction and performance thereof. Notwithstanding the foregoing, this Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

26.12. There shall be no merger of the leasehold estate created hereby by reason of the fact that the same person or entity may own directly or indirectly, (1) the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (2) the fee estate in the Property. Notwithstanding any such combined ownership, this Lease shall

continue in full force and effect until terminated by an instrument executed by both Lessor and Lessee and consented to by any fee mortgagee(s).

{531130;3}

- 33 -

MSJOPP000597

50003-0041
Case No.: A-16

RA 007572

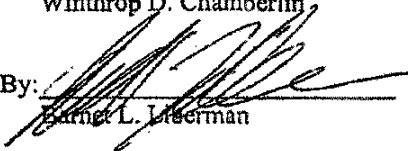
IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the day and year first above written.

LESSOR

305 LAS VEGAS LLC

By: 305 Second Avenue Associates,
L.P.

By: 
Winthrop D. Chamberlin

By: 
Earnest L. Freeman

CHARLESTON CASINO
PARTNERS, LLC

By: _____
Name: David Mitchell,
President

LESSOR


305 LAS VEGAS LLC

By: 305 Second Avenue Associates,
L.P.

By: _____
Winthrop D. Chamberlin

By: _____
Barnet L. Liberman

CHARLESTON CASINO
PARTNERS, LLC

By:  _____
Name: David Mitchell,
President

Schedule I

<u>Year</u>	<u>Payment</u>
1 \$	2,178,955
2 \$	2,178,955
3 \$	2,250,000
4 \$	2,313,124
5 \$	2,365,708
6 \$	2,420,921
7 \$	2,478,895
8 \$	2,539,767
9 \$	2,603,683
10 \$	2,670,795
11 \$	2,741,263
12 \$	2,815,253
13 \$	2,892,944
14 \$	2,974,519
15 \$	3,060,172
16 \$	3,150,108
17 \$	3,244,542
18 \$	3,343,696
19 \$	3,447,809
20 \$	3,557,127
21 \$	3,671,911
22 \$	3,792,434
23 \$	3,918,984
24 \$	4,051,860
25 \$	4,191,381
26 \$	4,337,878
27 \$	4,491,699
28 \$	4,653,212
29 \$	4,822,800
30 \$	5,000,868
31 \$	5,187,839
32 \$	5,384,159
33 \$	5,590,294
34 \$	5,806,737
35 \$	6,034,001
36 \$	6,272,629
37 \$	6,523,188
38 \$	6,786,275
39 \$	7,062,517
40 \$	7,352,570
41 \$	7,657,126
42 \$	7,976,910
43 \$	8,312,684
44 \$	8,665,245
45 \$	9,035,435
46 \$	9,424,135
47 \$	9,832,269
48 \$	10,260,810
49 \$	10,710,779

Lease Terms

49 year term
17 year amortization
\$ 16,000,000 principal
\$2,178,955 payment

MSJOPP000600

50003-0044
Case No.: A-16

RA 007575

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

Lot One (1) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

Parcel 2:

Lot Two (2) in Block One (1) of Aquarius Plaza, as shown by map thereof on file in Book 87 of Plats, Page 77, in the Office of the County Recorder of Clark County, Nevada.

MSJOPP000601

50003-0045
Case No.: A-16

RA 007576

LEASE AGREEMENT

BETWEEN

305 LAS VEGAS LLC

Lessor,

- AND -

CHARLESTON CASINO PARTNERS, LLC,

Lessee

Date: May 2, 2007

Property Address: 320-300 E. Charleston Blvd
Las Vegas, NV

{531130:3}

MSJOPP000602

50003-0046
Case No.: A-16

RA 007577

Exhibit B

MSJOPP000603

50003-0047
Case No.: A-16

RA 007578

PERSONAL GUARANTY OF LEASE

THIS PERSONAL GUARANTY (the "**Guaranty**") is made and entered into as of this 2nd day of May, 2007, by BARNET L. LIBERMAN, individual resident of the State of New York and having an address at 421 Hudson Street, New York, New York 10014, and DAVID J. MITCHELL, individual resident of the State of New York and having an address at 411 East 60th Street, New York, New York 10022 (each, a "**Guarantor**" and, collectively, the "**Guarantors**"), jointly and severally, to and in favor of and for the benefit of 305 LAS VEGAS LLC, a Delaware limited liability company, as landlord ("**Landlord**") and Heartland Bank, a federal savings bank ("**Bank**").

WITNESSETH:

WHEREAS, Landlord, as lessor, and Charleston Casino Partners, LLC, as lessee ("**Tenant**") have entered into that certain Lease Agreement dated as of the date hereof (as such agreement may be amended, modified, supplemented or restated from time to time, the "**Lease**"), demising that certain premises commonly known and numbered as 300 East Charleston Boulevard and 320 East Charleston Boulevard, Las Vegas, Nevada (the "**Leased Premises**"), more particularly described in said Lease;

WHEREAS, Bank has agreed to loan up to \$11,000,000 (the "**Loan**") to Landlord, which loan is evidenced by (i) that certain Promissory Note dated as of the date hereof and executed by Landlord in favor of Bank in the original principal amount of \$7,000,000 (the "**First Note**"), and (ii) that certain Promissory Note dated as of the date hereof and executed by Landlord in favor of Bank in the original principal amount of \$4,000,000 (the "**Second Note**" and, together with the First Note, the "**Notes**");

WHEREAS, Landlord has agreed, pursuant to the Notes, that certain First Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents, Proceeds and Agreements dated as of the date hereof and executed by Landlord in favor of Bank (the "**First Deed of Trust**"), that certain First Assignment of Leases and Rents dated as of the date hereof and executed by Landlord in favor of Bank (the "**First Assignment**"), that certain Second Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents, Proceeds and Agreements dated as of the date hereof and executed by Landlord in favor of Bank (the "**Second Deed of Trust**") and that certain Second Assignment of Leases and Rents dated as of the date hereof and executed by Landlord in favor of Bank (the "**Second Assignment**" and, together with the Notes, the First Deed of Trust, the First Assignment, the Second Deed of Trust, the Second Assignment and all related agreements, collectively, the "**Loan Documents**") to provide certain collateral to secure Landlord's duties and obligations under the Notes (the "**Obligations**");

WHEREAS, the Guarantors, as a material inducement to and in consideration of Landlord entering into the Lease, and in further consideration of Bank's Loan to Landlord, have agreed to unconditionally guarantee and promise to and for the benefit of Landlord

and Bank full payment and performance of each and all of the terms, covenants and conditions of the Lease by Tenant, all as more specifically set forth hereinafter; and

WHEREAS, this Guaranty of Landlord's Lease obligations constitutes additional security for the Obligations by virtue of the security interests and assignments granted by the Loan Documents.

NOW, THEREFORE, for and in consideration the mutual agreements contained herein, the parties hereto agree as follows:

1. GUARANTEE OF TENANTS PERFORMANCE

1.1. Guarantors hereby unconditionally guarantee to Landlord and Bank the full and complete performance of each and all of the terms, covenants and conditions of the Lease as required to be performed by Tenant, including, but not limited to, the payment of all rental, property taxes, insurance premiums, and any and all other charges or sums, or any portion thereof, to accrue or become due from Tenant to Landlord pursuant to the terms of the Lease.

1.2. By virtue of the grants, security interests and assignments provided in the Loan Documents, and to further assure payment of the Obligations, Bank is a direct beneficiary under this Guaranty and all rights and remedies afforded to Landlord hereunder shall accrue to Bank automatically upon any default under the Loan Documents which remain uncured beyond any applicable cure period.

2. TENANT'S FAILURE TO PERFORM

2.1. In the event that Tenant shall fail to pay, beyond any applicable cure period, any rental, property taxes, insurance premiums, or any other sums or charges, or any portion thereof, accrued or due pursuant to the terms of said Lease, then within thirty (30) days following Guarantors' receipt of written notice to Guarantors by Landlord as herein provided, Guarantors shall, subject to Bank's rights under the Loan Documents, pay to Landlord, Landlord's designated agent, successor or assign, any and all such amounts as may be due and owing from Tenant to Landlord by reason of Tenant's failure to perform.

2.2. In the event that Tenant shall fail to perform, beyond any applicable cure period, any covenants, terms or conditions of the Lease as required to be performed by Tenant, other than as provided for in Section 2.1 above, then upon Guarantors' receipt of written notice to Guarantors by Landlord or Bank, as provided herein, Guarantors shall commence and complete performance of such conditions, covenants and terms within thirty (30) days after the date of such notice to Guarantors of such failure by Tenant to so perform, and in the event such performance by Guarantors cannot be completed within said thirty (30) days, Guarantors shall commence performance within said time and shall diligently pursue completion thereof within a reasonable period of time.

3. ENFORCEMENT

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50003-0049
Case No.: A-16

RA 007580

Notwithstanding the provisions of Section 2.1 above, Landlord and Bank reserve the right, in the event of any failure of Tenant beyond any applicable cure period to pay rental, property taxes, insurance premiums and other sums which may become due and owing pursuant to the terms of the Lease, to proceed against Tenant or Guarantors, or both, and to enforce against Guarantors or Tenant, or both, any and all rights that Landlord or Bank may have to said rental, property taxes, insurance premiums and other sums accrued pursuant to the terms of the Lease, without giving prior notice to Tenant or Guarantors, and without making demands therefor on either of them. Guarantors understand and agree that their liability under this Guarantee shall be primary and that, in any right of action which may accrue to Landlord or Bank under the Lease or this Guarantee, Landlord and/or Bank at their option may proceed against Guarantors without having taken any action or obtained any judgment against Tenant.

4. GUARANTORS' WAIVERS

In addition to any other waiver herein and except as otherwise specifically provided in this Guarantee, Guarantors hereby waive:

(a) any and all notices, presentments, notice of nonpayment or nonperformance;

(b) all defenses by reason of any disability of Tenant;

(c) any and all rights it may have now or in the future to require or demand that Landlord or Bank pursue any right or remedy Landlord or Bank may have against Tenant;

(d) until such time as all obligations of Tenant under the Lease have been satisfied in full, any and all rights it may have for subrogation against, or reimbursement from, Tenant with respect to any sums paid hereunder; and

(e) any and all right to the benefit of, or to participate in, any security held by Landlord or Bank now or in the future, or to require that such security be applied by Landlord or Bank either (i) prior to any action against Guarantors hereunder or (ii) as a credit or offset against sums owing hereunder.

Notwithstanding the foregoing, Guarantors shall be entitled to assert any and all defenses which Tenant is entitled to assert under the Lease or based upon the acts or omissions of Landlord or any of its officers, directors, partners, members, shareholders, managers, agents or employees.

5. EFFECT OF EXTENSION, MODIFICATION OR ALTERATION OF LEASE

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50003-0050
Case No.: A-16

RA 007581

Guarantors understand and agree that the obligations of Guarantors under this Guarantee shall in no way be affected by any extension, modification or alteration of the Lease, including, but not limited to, Tenant entering into any sublease thereunder, or Tenant's obligations under the Lease and each of its provisions, and any such extension, modification or alteration of the Lease, including Tenant entering into any sublease thereunder, shall in no way release or discharge Guarantors from any obligations accruing under this Guarantee. The term "Lease" shall include all amendments, modifications, alterations and extensions of the Lease.

6. ASSIGNMENT

Guarantors understand and agree that any assignment of the Lease, or any rights or obligations accruing thereunder, shall in no way affect Guarantors' obligations under this Guarantee.

7. DELAY IN ENFORCEMENT

Guarantors understand and agree that any failure or delay of Landlord or Bank to enforce any of its rights under the Lease or this Guarantee shall in no way affect Guarantor's obligations under this Guarantee.

8. LIABILITY UPON TENANT'S INSOLVENCY

Guarantors understand and agree that in the event Tenant shall become insolvent or be adjudicated bankrupt, whether by voluntary or involuntary petition, or shall a petition for organization, arrangement, or similar relief be filed against it, or if a receiver of any part of its property or assets is appointed by any court, Guarantors will remain obligated to pay to Landlord the amount of all unpaid rent, property taxes, operating expenses, and any other sums accrued and thereafter accruing under the Lease.

9. EFFECT OF OPERATION OF LAW

Any operation of any present or future debtor's relief act or similar act or law, or decision of any court, shall in no way abrogate or otherwise limit the obligation of Guarantors to perform any of the terms, covenants or conditions of this Guarantee.

10. MISCELLANEOUS

10.1. Notices

Any and all notices required under this Guarantee shall be made in writing, and shall be personally delivered, sent by reputable courier or overnight delivery service, or mailed, first-class mail, postage prepaid, to the party who is designated to receive such notice at the addresses set forth in the introductory paragraph above, or at such other place as may be designated by said party upon written notice from time to time hereafter.

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50003-0051
Case No.: A-16

RA 007582

10.2. Extent of Obligations

Notwithstanding anything to the contrary in this Guarantee, it is understood and agreed that this Guarantee shall extend to any and all obligations of Tenant under the Lease.

10.3 Assignability

This agreement may be assigned in whole or in part by Landlord at any time to any successor to Landlord's interest in the leased premises and/or to any lender of Landlord.

10.4. Successors and Assigns

The terms and provisions of this Guarantee shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10.5. Modification of Guarantee

This Guarantee constitutes the full and complete agreement between the parties hereto, and it is understood and agreed that the provisions hereof may only be modified by a writing executed by both parties hereto.

10.6. Number and Gender

As used herein the singular shall include the plural, and as used herein the masculine shall include the feminine and neuter genders.

10.7. Captions/Headings

Any captions or headings used in this Guarantee are for reference purposes only and are in no way to be construed as part of this Guarantee.

10.8. Invalidity

If any term, provision, covenant or condition of this Guarantee is held to be void, invalid, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10.9. Jurisdiction/Venue

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of Missouri. Any litigation commenced concerning any matter whatsoever arising out of or in any way connected with this

2598310.3

MSJOPP000608

50003-0052
Case No.: A-16

RA 007583

Guarantee shall be initiated in either (i) the District Court of the county in which the Leased Premises are located or (ii) the District Court of St. Louis County, Missouri, as either Landlord or Bank may determine.

10.10. Joint and Several

Unless and until David J. Mitchell is released from this Guaranty pursuant to the provisions in Section 11.2 hereof (after which Barnet Liberman shall be the sole Guarantor until termination as provided in Section 11.1 hereof), the obligations of each Guarantor shall be joint and several.

10.11. Attorney's Fees

In the event it becomes necessary to enforce any of the terms and provisions of this Guarantee, whether or not suit be instituted, the prevailing party shall be entitled to its reasonable costs and expenses incurred with respect thereto, including, but not limited to, reasonable attorney's fees, and such other costs and expenses as may be allowed by law.

10.12. Guarantee of Payment and Performance

It is understood and agreed that this Guarantee is unconditional and continuing, and a guarantee of payment and performance and not of collection.

10.13. Waiver of Jury Trial/Judicial Reference

LANDLORD AND EACH OF THE GUARANTORS EACH ACKNOWLEDGES THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY, AND, TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTEE AND/OR THE LEASE, OR ANY RELATED CLAIM OF INJURY OR DAMAGE. FURTHERMORE, THIS WAIVER AND RELEASE OF ALL RIGHTS TO A JURY TRIAL IS DEEMED TO BE INDEPENDENT OF EACH AND EVERY OTHER PROVISION, COVENANT, AND/OR CONDITION SET FORTH IN THIS GUARANTEE.

11. TERMINATION; RELEASE

11.1. Notwithstanding anything to the contrary herein, this Guarantee shall terminate upon the termination of the Lease and the full and complete satisfaction of all obligations and payments of Tenant thereunder; provided, however, that this Guarantee

2598310.3

MSJOPP000609

50003-0053
Case No.: A-16

RA 007584

shall not terminate and shall remain in full force and effect with respect to all obligations, performance and indemnifications which, by the terms of the Lease, survive such termination or expiration. Notwithstanding any prior revocation, termination, surrender or discharge of this Guarantee, in whole or part, the effectiveness of this Guarantee shall automatically continue or be reinstated, as the case may be, solely to the extent that any payment received, or credit given, by Landlord in respect of this Guarantee is returned, disgorged, invalidated or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy or insolvency, in which case, this Guarantee shall be enforceable against Guarantee to the extent of the returned, disgorged or rescinded payment or credit and as if it had not been received, or given, by Landlord.

11.2. Upon Bank's receipt of written evidence of Tenant's receipt from the City of Las Vegas of entitlements reasonably acceptable to Bank for the construction on the Leased Premises of a residential or condominium apartment building containing no fewer than 950 housing units or such other development reasonably acceptable to Bank, David J. Mitchell shall be released from this Guaranty and Barnett Liberman shall be the sole Guarantor hereunder. Upon such release, David J. Mitchell shall be completely released and discharged from any obligations and/or liabilities of any kind arising under or in connection with this Guaranty.

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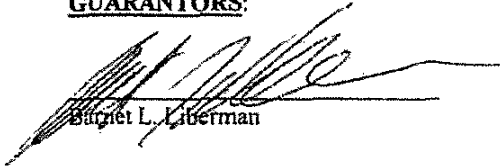
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50003-0054
Case No.: A-16

RA 007585

IN WITNESS WHEREOF, the undersigned have executed and delivered this
Guaranty effective as of the date and year first above written.

GUARANTORS:



Margaret L. Liberman

David Mitchell

2598310.1

MSJOPP000611

50003-0055
Case No.: A-16

RA 007586

IN WITNESS WHEREOF, the undersigned have executed and delivered this
Guaranty effective as of the date and year first above written.

GUARANTORS:

Barnet L. Liberman



David Mitchell

2598310.1

MSJOPP000612

50003-0056
Case No.: A-16

RA 007587

Exhibit C

MSJOPP000613

50003-0057
Case No.: A-16

RA 007588

07/16/12

July 16, 2012

Via Federal Express

David J. Mitchell
c/o Mitchell Holdings LLC
815 Fifth Avenue, Suite 5A
New York, New York 10065

Re: Personal Guaranty of Lease dated as of May 2, 2007 (the "Guaranty") executed by
Barnet L. Liberman and David J. Mitchell for the benefit of Heartland Bank
("Bank") and 305 Las Vegas, LLC ("Borrower")

Dear Mr. Mitchell:

The Bank is in receipt of your July 3, 2012 letter regarding the above-referenced Guaranty. In order for you to be discharged from liability under the terms of Section 11.2 of the Guaranty, the Borrower is required to provide evidence of "entitlements reasonably acceptable to Bank" for the construction of a residential or condominium apartment building containing no fewer than 950 housing units or such other development reasonably satisfactory to Bank. This condition has not been satisfied.

The correspondence that has been previously provided from the City of Las Vegas (the "City"), including as attached to your most recent letter, are no more than preliminary, conditional zoning and development plan approvals, all of which require additional submittals by the Borrower and further approvals from the City before the Borrower would be entitled to proceed with any construction. As the Bank has previously explained, the concept of "entitlements" required by the Guaranty includes approvals "up to and including issuance of a building permit". See the copy of our April 14, 2009 letter to you in that regard. Nothing has changed since the date of that prior letter to indicate that the condition in Section 11.2 of the Guaranty has been satisfied.

As such, you are still obligated under the terms of the Guaranty. Please be advised that, should any enforcement of the Guaranty be required, the Bank would expect to include you as a defendant in any such enforcement action.

We are enclosing herewith for your reference another copy of the notice to Charleston Casino Center Partners LLC dated June 29, 2012, directing that all rent payments under the Lease (as referenced in your letter) be paid directly to the Bank, as your current address appears to be different than that previously provided to the Bank.



MSJOPP000614

50003-0058
Case No.: A-16

RA 007589



T. 314.512.8500 212 South Central Ave.
www.heartland-bank.com St. Louis, MO 63105-3570

David J. Mitchell
July 16, 2012
Page 2

Very truly yours,

Heartland Bank

By 
Jason A. Penfield, Executive Vice President

cc: ✓ 305 Las Vegas, LLC (Via Federal Express)
c/o 305 Second Avenue Associates, L.P.
421 Hudson Street
New York, New York 10014

Barnet L. Liberman (Via Federal Express)
421 Hudson Street
New York, New York 10014

Laurence A. Schiffer
Chairman
Heartland Bank
212 South Central Avenue
St. Louis, Missouri 63105

David A. Minton
President and Chief Executive Officer
Heartland Bank
212 South Central Avenue
St. Louis, Missouri 63105

Patrick F. Heider
Bryan Cave LLP
211 N. Broadway, Suite 3600
St. Louis, Missouri 63102



MSJOPP000615

50003-0059
Case No.: A-16

RA 007590

1 **IAFD**
2 DANIEL R. MCNUTT
3 Nevada Bar No. 7815
4 CARBAJAL & MCNUTT, LLP
5 625 South Eighth Street
6 Las Vegas, Nevada 89101
7 Telephone: (702) 384-1170
8 Facsimile: (702) 384-5529
9 drm@cmlawnv.com

10 Attorney for Plaintiff
11 305 Las Vegas LLC

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

14 305 LAS VEGAS, LLC, a Delaware limited
15 liability company,

16 Plaintiff,

17 v.

18 DAVID J. MITCHELL, an individual and
19 Lease Guarantor,

20 Defendant.

Case No.:

Dept. No.:

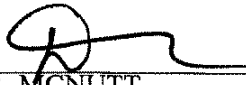
**INITIAL APPEARANCE FEE
DISCLOSURE**

21 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are
22 submitted for parties appearing in the above entitled action as indicated below:

23 305 Las Vegas, LLC	\$1,530.00
24 Total	\$1,530.00

25 DATED this 27th day of March, 2013.

26 CARBAJAL & MCNUTT, LLP

27 
28 DANIEL R. MCNUTT
Nevada Bar No. 7815
625 South Eighth Street
Las Vegas, Nevada 89101

Attorney for Plaintiff
305 Las Vegas, LLC


CLERK OF THE COURT

1 **COMP**
2 Michael N. Poli, #005461
3 Poli@poliball.com
4 Jody L. Buzicky, #010321
5 Buzicky@poliball.com
6 POLI & BALL, P.L.C.
3311 S. Rainbow Blvd., Suite 215
Las Vegas, Nevada 89146
Tel: (702) 380-8095
Fax: (702) 380-4411
Attorneys for Plaintiff Livework, LLC

7 **EIGHTH JUDICIAL DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 LIVEWORK, LLC, a Delaware limited
10 liability company,

11 Plaintiff,

12 vs.

13 305 LAS VEGAS, LLC, a Delaware
14 limited liability company,

15 Defendant.

CASE NO.: A - 13 - 682684 - C

DEPT. NO.: XXVI

16 **COMPLAINT**

17 **EXEMPT FROM ARBITRATION**
18 **(AMOUNT IN CONTROVERSY EXCEEDS \$50,000.00)**

19 Plaintiff LiveWork, LLC for its cause of action against Defendant 305 Las Vegas,
20 LLC alleges and states as follows:

21 **PARTIES, JURISDICTION AND VENUE**

- 22 1. Plaintiff LiveWork, LLC is a Delaware limited liability company.
- 23 2. Defendant 305 Las Vegas, LLC is a Delaware limited liability company
24 authorized and doing business in Clark County, Nevada. Upon information and belief,
25 Defendant 305 Las Vegas, LLC also owns real property in Clark County, Nevada
- 26 3. The registered agent for Defendant 305 Las Vegas, LLC is CSC Services of
Nevada, Inc., which is located at 2215-B Renaissance Dr., Las Vegas, Nevada 89119.

305LV05963

MSJOPP000465

50004-0001
Case No.: A-16

RA 007592

POLI & BALL, P.L.C.
3311 SOUTH RAINBOW BLVD., SUITE 215
LAS VEGAS, NEVADA 89146
(702) 380-8095

1 4. The Note (as defined herein) which is the subject of this Complaint was
2 “entered into in the State of Nevada” and Defendant 305 Las Vegas, LLC therein expressly
3 “agree[d] to submit to [the] personal jurisdiction in the State of Nevada in any action or
4 proceeding arising out of this Note”

5 5. Pursuant to the choice of law provision agreed to by the parties, the Note
6 “shall be governed by and construed in accordance with the laws of the State of Nevada.”

7 6. Subject matter jurisdiction and venue are proper pursuant to Article 6, Section
8 6 of the Nevada Constitution and the terms of the Note.

9 **GENERAL FACTUAL ALLEGATIONS**

10 7. On or about May 2, 2007, Defendant 305 Las Vegas, LLC, acting through its
11 authorized representatives, executed a Deed of Trust Note in favor of Plaintiff LiveWork,
12 LLC, evidencing a Loan in the principal amount of five million dollars (\$5,000,000.00),
13 with interest accruing from and including May 2, 2007 at the rate of fourteen and seven-
14 tenths percent (14.7%) per annum (hereinafter referred to as the “Note”). The Note is
15 attached hereto as Exhibit 1 and incorporated by this reference.

16 8. Under the Note, Defendant 305 Las Vegas, LLC agreed to repay the Loan by
17 remitting equal monthly installments of principal and interest in the amount of
18 \$181,579.658, beginning on June 2, 2007 and on the first day of each succeeding calendar
19 month thereafter to and including May 2, 2010. *See* Exhibit 1, page 1, section I.

20 9. Under the Note, Defendant 305 Las Vegas, LLC agreed to repay the entire
21 principal balance then remaining unpaid together with all interest accrued and unpaid
22 thereon on the maturity date, May 2, 2010. *See* Exhibit 1, page 1, section II.

23 10. There are no written agreements between Plaintiff LiveWork, LLC and
24 Defendant 305 Las Vegas, LLC extending the maturity date beyond May 2, 2010.

1 11. Beginning on or about June 2, 2007 and the subsequent months thereafter,
2 Defendant 305 Las Vegas, LLC failed to remit payments to Plaintiff LiveWork, LLC as
3 they became due under the payment schedule set forth in the Note.

4 12. Defendant 305 Las Vegas, LLC also failed to repay Plaintiff LiveWork, LLC
5 the remaining principal balance and the accrued and unpaid interest by the May 2, 2010
6 maturity date.

7 13. Defendant 305 Las Vegas, LLC has failed to cure the breach and continue to
8 be in breach of its repayment obligations under the Note.

9 14. As of May 31, 2013, the unpaid principal balance of the Note is
10 \$5,000,000.00, plus outstanding interest in the amount of \$5,382,405.00, for a total of
11 \$10,382,405.00. Interest continues to accrue on the principal balance, as well as the accrued
12 and outstanding interest, at the rate of 14.7% per annum (\$88,261.25 per month; \$2,942.04
13 per diem) from May 31, 2013 until paid in full. The amortization schedule is attached
14 hereto as Exhibit 2 and incorporated by this reference.

15 15. Pursuant to the Note and Nevada law, Defendant 305 Las Vegas, LLC is
16 obligated to pay the attorneys' fees and costs that Plaintiff LiveWork, LLC has incurred in
17 enforcing its rights under the Note. *See* Exhibit A, page 2, sections 4 ("[T]he Maker shall
18 indemnify and hold the Payee harmless and against any loss or liability, cost of expense
19 (including, without limitation, reasonable attorneys' fees and disbursements of the Payee's
20 counsel).") and 7 ("If any payment under this Note is not made when due, the Maker agrees
21 to pay all costs of collection when incurred, including reasonable attorneys' fees (which
22 costs shall be added to the amount due under this Note and shall be receivable therewith).").

23 **FIRST CLAIM FOR RELIEF**

24 **(Breach of Contract/Note)**

25 16. Plaintiff LiveWork, LLC incorporates the foregoing allegations.
26

1 17. Defendant 305 Las Vegas, LLC materially breached the terms of the Note by
2 failing to make timely payments, as contractually required, and failed to remedy the breach.

3 18. Failure to make timely payment is an event of default under the Note.

4 19. Failure to make timely payment is a material breach of the Note.

5 20. Plaintiff LiveWork, LLC has suffered damages as a result of the breach by
6 Defendant 305 Las Vegas, LLC.

7 21. Pursuant to the terms of the Note, Defendant 305 Las Vegas, LLC is liable
8 to Plaintiff LiveWork, LLC for the unpaid principal balance of the Note, which as of May
9 31, 2013 is \$5,000,000.00, plus accrued and unpaid interest of \$5,382,405.00, for a total of
10 \$10,382,405.00. Interest continues to accrue on the principal balance, as well as the accrued
11 and outstanding interest, at the rate of 14.7% per annum from May 31, 2013 until paid in
12 full.

13 22. Pursuant to the Note and Nevada law, Defendant 305 Las Vegas, LLC is
14 obligated to pay the attorneys' fees and costs that Plaintiff LiveWork, LLC has incurred in
15 enforcing its rights under the Note.

16 WHEREFORE Plaintiff LiveWork, LLC requests judgment and relief against
17 Defendant 305 Las Vegas, LLC as follows:

- 18 A. In the amount of the outstanding principal balance of the Note;
19 B. For interest accrued and accruing on the unpaid principal balance, pursuant
20 to the contractual rates, until paid in full;
21 C. In the event of a default judgment, the Bank requests reasonable attorneys'
22 fees in an amount not to exceed \$4,000.00;
23 D. For attorneys' fees and costs incurred herein;
24 E. For interest on the reasonable attorneys' fees, court costs, and other costs of
25 collection at the legal rate of 10% per annum from the date of entry of
26 judgment herein until paid in full;

POLI & BALL, P.L.C.
3311 SOUTH RAINBOW BLVD., SUITE 215
LAS VEGAS, NEVADA 89146
(702) 380-8095

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F. For post judgment attorneys' and costs incurred in the collection any judgment obtained herein; and

G. For such other and further relief that the Court may deem just and proper.

DATED this 31st day of May, 2013.

POLI & BALL, P.L.C.

By /s/ Michael N. Poli

Michael N. Poli
Jody L. Buzicky
3311 S. Rainbow Blvd., Suite 215
Las Vegas, Nevada 89146
Attorney for Plaintiff LiveWork, LLC

POLI & BALL, P.L.C.
3311 SOUTH RAINBOW BLVD., SUITE 215
LAS VEGAS, NEVADA 89146
(702) 380-8095

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document filed in this case:

☒ Document does not contain the social security number of any person.

- OR -

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

(State specific state or federal law)

- or -

☐ For the administration of a public program.

- or -

☐ For an application for a federal or state grant.

- or -

☐ Confidential Family Court Information Sheet
(NRS 125.130, NRS 125.230, NRS 125B.255)

DATED this 31st day of May, 2013.

POLI & BALL, P.L.C.

By /s/ Michael N. Poli
Michael N. Poli / Jody L. Buzicky
3311 S. Rainbow Blvd., Suite 215
Las Vegas, Nevada 89146
Attorneys for Plaintiff LiveWork, LLC

S:\KL\Mitchell\LiveWork\Plead\Complaint.wpd

305LV05968

MSJOPP000470

50004-0006
Case No.: A-16

RA 007597

Exhibit 1

305LV05969

MSJOPP000471

50004-0007
Case No.: A-16

RA 007598

DEED OF TRUST NOTE

\$5,000,000.00

New York, New York

May 2, 2007

FOR VALUE RECEIVED, **305 LAS VEGAS LLC**, having an address at c/o 305 Second Avenue Associates, 421 Hudson Street, New York, New York 10014 (the "**Maker**"), promises to pay to **LIVEWORK, LLC**, having an address c/o Mitchell Holdings, 41 East 60th Street, New York, New York (the "**Payee**"), or order, at said office, or at such place as may be designated from time to time in writing by the Payee, the principal sum of FIVE MILLIONS and No/100 (\$5,000,000.00) Dollars in lawful money of the United States of America, with interest thereon from and including the date of this Note to, but not including, the date this Note is paid in full calculated in the manner hereinafter set forth, as follows:

- I. equal monthly installments of principal and interest in the amount of \$181,579.58, each commencing on June 2, 2007 and on the first day of each succeeding calendar month thereafter to and including the Maturity Date; and
- II. the entire Principal Balance then remaining unpaid, if any, together with all interest accrued and unpaid thereon calculated in the manner hereinafter set forth and all other sums due under this Note, shall be due and payable on the Maturity Date.

1 The following terms as used in this Note shall have the following meanings:

(i) The term "**Debt**" shall mean all principal, interest, additional interest and other sums of any nature whatsoever which may or shall become due to the Payee in accordance with the provisions of this Note or the Deed of Trust.

(ii) The term "**Loan**" shall mean the purchase money loan in the principal sum of \$5,000,000.00 made by the Payee to the Maker which is evidenced by this Note and secured by the Deed of Trust.

(iii) The term "**Maturity Date**" shall mean May 2, 2010.

(iv) The term "**Deed of Trust**" shall mean a certain Third Deed of Trust with Assignment of Rents, dated the date hereof in the principal sum of \$5,000,000.00 given by the Maker to the Payee covering the fee estate of the Maker in certain premises located in the City of Las Vegas, Clark County, Nevada, as more particularly described therein, and intended to be duly recorded in said County.

(v) The term "**Principal Balance**" shall mean the outstanding principal balance of this Note from time to time.

2. Subject to the provisions of this Note hereinafter set forth, the entire Principal Balance shall bear interest at the rate of fourteen and seven-tenths percent (14.7%) per annum.

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-1-

305LV05970

MSJOPP000472

50004-0008
Case No.: A-16

RA 007599

3. The Maker shall have the right to prepay the Principal Balance in whole or in part without premium or penalty.

4. Anything in this Note or the Deed of Trust to the contrary notwithstanding, the Maker shall indemnify and hold the Payee harmless and against any loss or liability, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements of the Payee's counsel). The Maker shall also reimburse the Payee for all costs incurred in connection with all claims, actions, procedures and suits arising out of or in connection with any and all lawful action that may be taken by the Payee in connection with the enforcement of the provisions of this Note, the Deed of Trust or any of the other loan documents executed in connection therewith, but only to the extent that the Maker is the prevailing party in such claims, actions, procedures and suits. All sums expended by the Payee on account of any of the foregoing shall be reimbursable on demand, and until reimbursed by the Maker pursuant hereto, shall be deemed additional principal evidenced hereby and shall bear interest at the default interest rate hereinbelow set forth.

5. It is hereby expressly agreed that the entire Debt shall become immediately due and payable at the option of the Payee on the happening of any default or event by which, under the terms of this Note or the Deed of Trust, the Debt may or shall become due and payable, and that all of the terms, covenants and provisions contained in the Deed of Trust which are to be kept and performed by the Maker are hereby made part of this Note to the same extent and with the same force and effect as if they were fully set forth herein.

6. In addition to any late payment charge which may be due under this Note, if the Debt is declared immediately due and payable by the Payee pursuant to the provisions of this Note or the Deed of Trust, or if the Debt is not paid in full on the Maturity Date, the Maker shall thereafter pay interest ("Default Interest") on the Principal Balance from the date of such declaration or the Maturity Date, as the case may be, until the date the Principal Balance is paid in full at a rate per annum (calculated for the actual number of days based upon a thirty (30) day month elapsed over a year of 360-days) equal to the maximum interest rate which the Maker may by law pay (the "Default Rate").

7. The Maker hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note. If any payment under this Note is not made when due, the Maker agrees to pay all costs of collection when incurred, including reasonable attorneys' fees (which costs shall be added to the amount due under this Note and shall be receivable therewith). The Maker agrees to perform and comply with each of the terms, covenants and provisions contained in this Note and the Deed of Trust on the part of the Maker to be observed or performed. No release of any security for the payment of this Note or extension of time for payment of this Note, or any installment hereof, and no alteration, amendment or waiver of any provision of this Note or the Deed of Trust made by agreement between the Payee and any other person or party shall release, discharge, modify, change or affect the liability of the Maker under this Note or the Deed of Trust.

8. This Note is subject to the express condition that at no time shall the Maker be obligated or required to pay interest on the Principal Balance at a rate which could subject the Payee to either civil or criminal liability as a result of being in excess of the maximum rate which the Maker is permitted by law to contract or agree to pay. If by the terms of this Note, the Maker is at any time required or obligated to pay interest on the Principal Balance at a rate in excess of such maximum rate, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the Principal Balance.

9. This Note is secured by the Deed of Trust.

10. This Note is and shall be deemed entered into in the State of Nevada and shall be governed by and construed in accordance with the laws of the State of Nevada and no defense given or allowed by the laws of any state or country shall be interposed in any action or proceeding hereon unless such defense is either given or allowed by the laws of the State of Nevada.

11. This Note may only be modified, amended, changed or terminated by an agreement in writing signed by the Payee and the Maker. No waiver of any term, covenant or provision of this Note shall be effective unless given in writing by the Payee and if so given by the Payee shall only be effective in the specific instance in which given.

12. The Maker acknowledges that this Note and the Maker's obligations under this Note are and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Note and the obligations of the Maker under this Note or the obligations of any other person or party relating to this Note or the obligations of the Maker hereunder or otherwise with respect to the Loan. This Note sets forth the entire agreement and understanding of the Payee and the Maker, and the Maker absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or crossclaim of any nature whatsoever with respect to this Note or the obligations of the Maker under this Note or the obligations of any other person or party relating to this Note or the obligations of the Maker hereunder or otherwise with respect to the Loan in any action or proceeding brought by the Payee to collect the Debt, or any portion thereof, or to enforce, foreclose and realize upon the liens and security interests created by the Deed of Trust. The Maker acknowledges that no oral or other agreements, understandings, representations or warranties exist with respect to this Note or with respect to the obligations of the Maker under this Note, except those specifically set forth in this Note.

13. No delay on the part of the Payee in exercising any right or remedy under this Note or the Deed of Trust or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy. No notice to or demand on the Maker shall be deemed to be a

waiver of the obligation of the Maker or of the right of the Payee to take further action without further notice or demand as provided in this Note and the Deed of Trust.

14. The Maker agrees to submit to personal jurisdiction in the State of Nevada in any action or proceeding arising out of this Note and, in furtherance of such agreement, the Maker hereby agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the Maker in any such action or proceeding may be obtained within or without the jurisdiction of any court located in New York and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the Maker by registered or certified mail to or by personal service at the last known address of the Maker, whether such address be within or without the jurisdiction of any such court.

15. The Maker (and the undersigned representative of the Maker, if any) represents that the Maker has full power, authority and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of the Maker.

16. Whenever used, the singular number shall include the plural, the plural the singular, and the words "Payee" and "Maker" shall include their respective successors and assigns, provided, however, that the Maker shall in no event or under any circumstance have the right without obtaining the prior written consent of the Payee to assign or transfer its obligations under this Note or the Deed of Trust, in whole or in part, to any other person, party or entity.

17. The Maker hereby irrevocably and unconditionally waives, and the Payee by its acceptance of this Note irrevocably and unconditionally waives, any and all right to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to the Loan, this Note or the Deed of Trust.

[The Remainder of this Page is Intentionally Left Blank.]

IN WITNESS WHEREOF, the Maker has duly executed this Note the day and year first above written.

305 LAS VEGAS LLC, a Delaware limited liability company

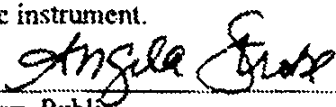
By: 305 Second Avenue Associates, L.P., a New York limited partnership, its sole member

By: 
Barnet L. Liberman, General Partner

By: 
Winthrop I. Chamberlin, General Partner

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of April in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared BARNET L. LIBERMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ANGELA L. STROBE
Notary Public, State of New York
No. 01676080923
Qualified in New York County
Commission Expires Sept. 23, 2012

On the 30th day of April in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared WINTHROP I. CHAMBERLIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ANGELA L. STROBE
Notary Public, State of New York
No. 01676080923
Qualified in New York County
Commission Expires Sept. 23, 2012

302444-1-W

-5-

305LV05974

MSJOPP000476

50004-0012
Case No.: A-16

RA 007603

Exhibit 2

305LV05975

MSJOPP000477

50004-0013
Case No.: A-16

RA 007604

Deed of Trust Note - Schedule

5/31/19

Note Information		Default Information	
Note Amount	\$ 5,000,000.00	Note Amount	\$ 5,000,000.00
Annual Interest Rate	14.70%	Annual Default Interest Rate	14.70%
Compound Period	Monthly	Compound Period	Monthly
Term (Length) of Note	36		
First Payment Date	6/2/07		
Payment Frequency	Monthly		
Payment Type	End of Period		
Monthly Payment	\$ 181,579.58	Default Summary	
Rate (per period)	1.225%	Rate (per period)	1.225%
Number of Payments	36	Total Interest on Note	\$ 5,382,405.00
		Total Due on Note	\$ 10,382,405.00

Amortization Schedule							
No.	Due Date	Payment	Interest	Principal	Balance		
1	6/2/07	0.00	0.00	0.00	5,000,000.00		
2	7/2/07	0.00	0.00	0.00	5,000,000.00		
3	8/2/07	0.00	0.00	0.00	5,000,000.00		
4	9/2/07	0.00	0.00	0.00	5,000,000.00		
5	10/2/07	0.00	0.00	0.00	5,000,000.00		
6	11/2/07	0.00	0.00	0.00	5,000,000.00		
7	12/2/07	0.00	0.00	0.00	5,000,000.00		
8	1/2/08	0.00	0.00	0.00	5,000,000.00		
9	2/2/08	0.00	0.00	0.00	5,000,000.00		
10	3/2/08	0.00	0.00	0.00	5,000,000.00		
11	4/2/08	0.00	0.00	0.00	5,000,000.00		
12	5/2/08	0.00	0.00	0.00	5,000,000.00		
13	6/2/08	0.00	0.00	0.00	5,000,000.00		
14	7/2/08	0.00	0.00	0.00	5,000,000.00		
15	8/2/08	0.00	0.00	0.00	5,000,000.00		
16	9/2/08	0.00	0.00	0.00	5,000,000.00		
17	10/2/08	0.00	0.00	0.00	5,000,000.00		
18	11/2/08	0.00	0.00	0.00	5,000,000.00		
19	12/2/08	0.00	0.00	0.00	5,000,000.00		
20	1/2/09	0.00	0.00	0.00	5,000,000.00		
21	2/2/09	0.00	0.00	0.00	5,000,000.00		
22	3/2/09	0.00	0.00	0.00	5,000,000.00		
23	4/2/09	0.00	0.00	0.00	5,000,000.00		
24	5/2/09	0.00	0.00	0.00	5,000,000.00		
25	6/2/09	0.00	0.00	0.00	5,000,000.00		
26	7/2/09	0.00	0.00	0.00	5,000,000.00		
27	8/2/09	0.00	0.00	0.00	5,000,000.00		
28	9/2/09	0.00	0.00	0.00	5,000,000.00		
29	10/2/09	0.00	0.00	0.00	5,000,000.00		
30	11/2/09	0.00	0.00	0.00	5,000,000.00		
31	12/2/09	0.00	0.00	0.00	5,000,000.00		
32	1/2/10	0.00	0.00	0.00	5,000,000.00		
33	2/2/10	0.00	0.00	0.00	5,000,000.00		
34	3/2/10	0.00	0.00	0.00	5,000,000.00		
35	4/2/10	0.00	0.00	0.00	5,000,000.00		
36	5/2/10	0.00	0.00	0.00	5,000,000.00		
37	6/2/10	0.00	0.00	0.00	5,000,000.00		
38	7/2/10	0.00	0.00	0.00	5,000,000.00		
39	8/2/10	0.00	0.00	0.00	5,000,000.00		
40	9/2/10	0.00	0.00	0.00	5,000,000.00		
41	10/2/10	0.00	0.00	0.00	5,000,000.00		
42	11/2/10	0.00	0.00	0.00	5,000,000.00		
43	12/2/10	0.00	0.00	0.00	5,000,000.00		
44	1/2/11	0.00	0.00	0.00	5,000,000.00		
45	2/2/11	0.00	0.00	0.00	5,000,000.00		
46	3/2/11	0.00	0.00	0.00	5,000,000.00		
47	4/2/11	0.00	0.00	0.00	5,000,000.00		
48	5/2/11	0.00	0.00	0.00	5,000,000.00		
49	6/2/11	0.00	0.00	0.00	5,000,000.00		
50	7/2/11	0.00	0.00	0.00	5,000,000.00		
51	8/2/11	0.00	0.00	0.00	5,000,000.00		
52	9/2/11	0.00	0.00	0.00	5,000,000.00		
53	10/2/11	0.00	0.00	0.00	5,000,000.00		
54	11/2/11	0.00	0.00	0.00	5,000,000.00		
55	12/2/11	0.00	0.00	0.00	5,000,000.00		
56	1/2/12	0.00	0.00	0.00	5,000,000.00		
57	2/2/12	0.00	0.00	0.00	5,000,000.00		
58	3/2/12	0.00	0.00	0.00	5,000,000.00		
59	4/2/12	0.00	0.00	0.00	5,000,000.00		
60	5/2/12	0.00	0.00	0.00	5,000,000.00		
61	6/2/12	0.00	0.00	0.00	5,000,000.00		
62	7/2/12	0.00	0.00	0.00	5,000,000.00		
63	8/2/12	0.00	0.00	0.00	5,000,000.00		
64	9/2/12	0.00	0.00	0.00	5,000,000.00		
65	10/2/12	0.00	0.00	0.00	5,000,000.00		
66	11/2/12	0.00	0.00	0.00	5,000,000.00		
67	12/2/12	0.00	0.00	0.00	5,000,000.00		
68	1/2/13	0.00	0.00	0.00	5,000,000.00		
69	2/2/13	0.00	0.00	0.00	5,000,000.00		
70	3/2/13	0.00	0.00	0.00	5,000,000.00		
71	4/2/13	0.00	0.00	0.00	5,000,000.00		
72	5/2/13	0.00	0.00	0.00	5,000,000.00		

30SLV05976

POLI & BALL, P.L.C.
3311 SOUTH RAINBOW BLVD., SUITE 215
LAS VEGAS, NEVADA 89146
(702) 380-8095

IAFD

Michael N. Poli, #005461

Poli@poliball.com

Jody L. Buzicky, #010321

Buzicky@poliball.com

POLI & BALL, P.L.C.

3311 S. Rainbow Blvd., Suite 215

Las Vegas, Nevada 89146

Tel: (702) 380-8095

Fax: (702) 380-4411

Attorneys for Plaintiff Livework, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

LIVEWORK, LLC, a Delaware limited
liability company,

Plaintiff,

vs.

305 LAS VEGAS, LLC, a Delaware
limited liability company,

Defendant.

CASE NO.:

DEPT. NO.:

INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19)

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are
submitted for parties appearing in the above entitled action as indicated below:

Livework, LLC X \$270.00

TOTAL REMITTED (Required) \$270.00

DATED this 31st day of May, 2013.

POLI & BALL, P.L.C.

By /s/ Michael N. Poli

Michael N. Poli

Jody L. Buzicky

3311 S. Rainbow Blvd., Suite 215

Las Vegas, Nevada 89146

Attorney for Plaintiff Livework, LLC

305LV05977

MSJOPP000479

50004-0015
Case No.: A-16

RA 007606

POLI & BALL, P.L.C.
3311 SOUTH RAINBOW BLVD., SUITE 215
LAS VEGAS, NEVADA 89146
(702) 380-8095

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document filed in this case:

☒ Document does not contain the social security number of any person.

- OR -

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

(State specific state or federal law)

- or -

☐ For the administration of a public program.

- or -

☐ For an application for a federal or state grant.

- or -

☐ Confidential Family Court Information Sheet
(NRS 125.130, NRS 125.230, NRS 125B.255)

DATED this 31st day of May, 2013.

POLI & BALL, P.L.C.

By /s/ Michael N. Poli
Michael N. Poli
Jody L. Buzicky
3311 S. Rainbow Blvd., Suite 215
Las Vegas, Nevada 89146
Attorney for Plaintiff, LLC

POLI & BALL, P.L.C.
3311 SOUTH RAINBOW BLVD., SUITE 215
LAS VEGAS, NEVADA 89146
(702) 380-8095

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document filed in this case:

☒ Document does not contain the social security number of any person.

- OR -

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

(State specific state or federal law)

- or -

☐ For the administration of a public program.

- or -

☐ For an application for a federal or state grant.

- or -

☐ Confidential Family Court Information Sheet
(NRS 125.130, NRS 125.230, NRS 125B.255)

DATED this 31st day of May, 2013.

POLI & BALL, P.L.C.

By /s/ Michael N. Poli
Michael N. Poli / Jody L. Buzicky
3311 S. Rainbow Blvd., Suite 215
Las Vegas, Nevada 89146
Attorneys for Plaintiff LiveWork, LLC

S:\KL\Mitchell\LiveWork\Plead\IAFD.wpd

305LV05979

MSJOPP000481

50004-0017
Case No.: A-16

RA 007608

CLERK OF THE COURT

SODW
Michael N. Poli, #005461
Poli@poliball.com
James B. Ball, #005212
Ball@poliball.com
POLI & BALL, P.L.C.
3311 S. Rainbow Blvd., Suite 215
Las Vegas, Nevada 89146
Tel: (702) 380-8095
Fax: (702) 380-4411
Attorneys for Plaintiff Livework, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

LIVEWORK, LLC, a Delaware limited
liability company,

Plaintiff,

vs.

305 LAS VEGAS, LLC, a Delaware
limited liability company,

Defendant.

CASE NO.: A-13-682684-C

DEPT. NO.: XXVI

STIPULATION AND ORDER TO DISMISS

Plaintiff Livework, LLC and Defendant 305 Las Vegas, LLC hereby stipulate and agree that the above-referenced action may be dismissed with prejudice and with each party to bear their own attorneys' fees and costs.

DATED this 11th day of September, 2014.

POLI & BALL, P.L.C.

By

Michael N. Poli
James B. Ball
3311 S. Rainbow Blvd., Suite 215
Las Vegas, Nevada 89146
Attorneys for Plaintiff Livework, LLC

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input checked="" type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

305LV05980

50005-0001
Case No.: A-16


RA 007609

POLI & BALL, P.L.C.
3311 SOUTH RAINBOW BLVD., SUITE 215
LAS VEGAS, NEVADA 89146
(702) 380-8095

POLI & BALL, P.L.C.
3311 SOUTH RAINBOW BLVD., SUITE 215
LAS VEGAS, NEVADA 89146
(702) 380-8095

CARBAJAL & McNUTT, LLP

By


Daniel R. McNutt
625 South Eighth Street
Las Vegas, Nevada 89101
Attorney for Defendant 305 Las Vegas, LLC

ORDER OF DISMISSAL

Based on the foregoing stipulation, and good cause appearing therefor,

IT IS HEREBY ORDERED that this case be dismissed with prejudice and with each of the parties to bear their own attorneys' fees and costs.


DATED: 9-15-14, 2014.


Judge of the Eighth Judicial District Court

Respectfully submitted:
POLI & BALL, P.L.C.



By:


James B. Ball
Poli & Ball, P.L.C.
3311 S. Rainbow Blvd., Suite 215
Las Vegas, NV 89146

DISTRICT COURT CIVIL COVER SHEET

A-16-740689-C

County, Nevada

XXVI 11

Case No. _____

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

RUSSELL L. NYPE, REVENUE PLUS, LLC

Defendant(s) (name/address/phone):

David J. Michaels; Barnet Liberman; Las Vegas Land Partners, LLC; Meyer Property, Ltd.,

Zoe Property, LLC; Leah Property, LLC; Wink One, LLC; Live Work, LLC;

Live Work Manager, LLC; Aquarius Owner, LLC; LVP Holdings, LLC;

Market Holdings, LLC; Lhamon Holdings, LLC; 305 Las Vegas, LLC; Live Work LLC Successor, LLC; Cedar Creek, LLC

Attorney (name/address/phone):

John W. Muije, Esq., John W. Muije & Associates

1840 East Sahara Avenue, Suite 106

Las Vegas, Nevada 89104

Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property	Negligence	Torts
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Other Torts <input type="checkbox"/> Product Liability <input checked="" type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	

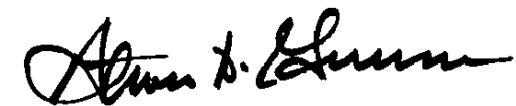
Business Court filings should be filed using the Business Court civil coversheet.

July 21, 2016

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

1 **COMP**
2 JOHN W. MUIJE & ASSOCIATES
3 JOHN W. MUIJE, ESQ.
4 Nevada Bar No. 2419
5 1840 E. Sahara Ave #106
6 Las Vegas, Nevada 89104
7 Telephone: (702) 386-7002
8 Fax No: (702) 386-9135
9 Email: jmuije@muijelawoffice.com
10 *Attorneys for Plaintiffs*

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 RUSSELL L. NYPE; REVENUE PLUS, LLC,
10 DOES I through X; DOES I through X; DOE
11 CORPORATIONS I through X; and DOES
12 PARTNERSHIPS I through X,

12 Plaintiffs,

13 vs.

14 DAVID J. MITCHELL; BARNET LIBERMAN;
15 LAS VEGAS LAND PARTNERS, LLC; MEYER
16 PROPERTY, LTD.; ZOE PROPERTY, LLC;
17 LEAH PROPERTY, LLC; WINK ONE, LLC;
18 LIVE WORK, LLC; LIVE WORK MANAGER,
19 LLC; AQUARIUS OWNER, LLC; LVLP
20 HOLDINGS, LLC; MITCHELL HOLDINGS,
21 LLC; LIBERMAN HOLDINGS, LLC; 305 LAS
22 VEGAS LLC; LIVE WORKS TIC SUCCESSOR,
23 LLC; CASINO COOLIDGE LLC; DOES I
24 through III, and ROE CORPORATIONS I through
25 III, inclusive,

20 Entity Defendants.

CASE NO: A- 16 - 740689 - C

DEPT. NO:

XXVI I I

COMPLAINT FOR:

1. CONSTRUCTIVE TRUST;
2. FRAUDULENT CONVEYANCE;
3. CONSPIRACY TO DEFRAUD;
4. DECLARATORY RELIEF; AND
5. ALTER EGO

**ARBITRATION EXEMPT
(EQUITABLE RELIEF)**

22 COMES NOW, Plaintiffs, RUSSELL L. NYPE and REVENUE PLUS, LLC, as and for
23 causes of action against the Entity Defendants, DAVID J. MITCHELL; BARNET LIBERMAN;
24 LAS VEGAS LAND PARTNERS, LLC; MEYER PROPERTY, LTD.; ZOE PROPERTY, LLC;
25 LEAH PROPERTY, LLC; WINK ONE, LLC; LIVE WORK, LLC; LIVE WORK MANAGER,
26 LLC; AQUARIUS OWNER, LLC; LVLP HOLDINGS, LLC; MITCHELL HOLDINGS, LLC;
27 LIEBERMAN HOLDINGS, LLC; 305 LAS VEGAS LLC; LIVE WORKS TIC SUCCESSOR, LLC;
28

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

and CASINO COOLIDGE LLC alleges and shows as follows:

GENERAL FACTUAL ALLEGATIONS

1. Plaintiffs RUSSELL L. NYPE, a New York resident and REVENUE PLUS, LLC (collectively hereinafter "NYPE"), a New York Limited Liability Company (hereinafter collectively "NYPE").
2. Defendant, DAVID J. MITCHELL (hereinafter "Mitchell), is an adult resident of New York.
3. Defendant, BARNET LIBERMAN (hereinafter "Lieberman), is an adult resident of New York.
4. LAS VEGAS LAND PARTNERS, LLC is a Delaware limited liability company registered to do business in Nevada, but is currently in default status.
5. Entity Defendants, MEYER PROPERTY, LTD.; ZOE PROPERTY, LLC; LEAH PROPERTY, LLC; WINK ONE, LLC; LIVE WORK, LLC; LIVE WORK MANAGER, LLC; AQUARIUS OWNER, LLC; LVLP HOLDINGS, LLC; MITCHELL HOLDINGS, LLC; LIEBERMAN HOLDINGS, LLC; 305 LAS VEGAS LLC; LIVE WORKS TIC SUCCESSOR, LLC; and CASINO COOLIDGE LLC, are believed to be Delaware limited liability companies and/or corporations which have conducted business in the State of Nevada, and are alleged to be owned and/or controlled by Defendants, LAS VEGAS LAND PARTNERS, LLC, DAVID MITCHELL and BARNET LIBERMAN.
6. LAS VEGAS LAND PARTNER, LLC, MITCHELL, and LIBERMAN, created the various Entity Defendants, MEYER PROPERTY, LTD.; ZOE PROPERTY, LLC; LEAH PROPERTY, LLC; WINK ONE, LLC; LIVE WORK, LLC; LIVE WORK MANAGER, LLC; AQUARIUS OWNER, LLC; LVLP HOLDINGS, LLC; MITCHELL HOLDINGS, LLC; LIEBERMAN HOLDINGS, LLC; 305 LAS VEGAS LLC; LIVE WORKS TIC SUCCESSOR, LLC; and CASINO COOLIDGE LLC, on information and belief, and used multiple sophisticated counsel for purposes of secreting, hiding, and conveying away valuable assets that were available to satisfy

creditors such as Plaintiffs as alleged more specifically hereinafter (hereinafter referred to as the "Asset Protection Scheme").

7. That Plaintiffs do not at present know the true names and identities of those Entity Defendants, both corporate and individual, herein joined by fictitious names, but is informed and believes and therefore alleges that said Entity Defendants, are agents, employees, servants and representatives of the named Entity Defendants, or persons and entities acting in concert with the named Entity Defendants with respect to the premises herein plead, who are liable to the Plaintiffs by reason thereof, and the Plaintiffs pray leave to amend this Complaint to insert their true names and identities with appropriate allegations when the same becomes known.

8. Upon information and belief, LAS VEGAS LAND PARTNERS, LLC is the nominal holder of equity interests in the entity defendants, and takes its direction from DAVID J. MITCHELL and BARNET LIBERMAN, in managing and operating the asset protection entities, which exist merely to help Defendants, LAS VEGAS LAND PARTNERS, LLC, DAVID J. MITCHELL and BARNET LIBERMAN protect the assets of LAS VEGAS LAND PARTNERS, LLC from judgment creditors such as Plaintiffs.

9. Plaintiff is informed and believes, that the Entity Defendants are the recipients of fraudulent transfers of real property, monies, and other valuable assets as hereinafter alleged.

10. Upon information and belief, part of the Asset Protection Scheme contemplated that the majority of the purported equity interests in the asset protection entities referred to in Paragraph 6 hereinabove be held in the name of LAS VEGAS LAND PARTNERS, LLC, or an associated entity, all of which were and are in reality controlled by DAVID J. MITCHELL and BARNET LIBERMAN.

11. Plaintiffs RUSSELL L. NYPE and the REVENUE PLUS, LLC (hereinafter collectively referred to as "Nype") were Defendants in a case originally initiated by current Defendants, LAS VEGAS LAND PARTNERS, LLC, LIVE WORK, LLC

1 and ZOE PROPERTIES, LLC in the Eighth Judicial District Court in Clark County,
2 Nevada under Case No. A551073, which case commenced on or about November 2,
3 2007 (hereinafter the "First Case").

4 12. Nype counterclaimed in that case with regard to his prior business dealings with LAS
5 VEGAS LAND PARTNERS, LLC, its associate entities, and its principals,
6 BARNET LIBERMAN (hereinafter "Liberman") and DAVID J. MITCHELL
7 (hereinafter "Mitchell"), seeking compensation which he had been promised and
8 which he had earned during the course of the parties' ongoing business dealings
9 regarding the development of numerous Las Vegas real estate holdings.

10 13. On information and belief, during the pendency of those proceedings, and after
11 defaulting on their obligations to Nype, Liberman and Mitchell commenced the
12 process of creating various affiliated and associate entities, including but not limited
13 to numerous asset protection entities as alleged in Paragraph 6 hereinabove, utilizing
14 sophisticated corporate and asset protection counsel.

15 14. After years of protracted litigation, Nype ultimately obtained a judgment against LAS
16 VEGAS LAND PARTNERS, LLC on or about April 10, 2015, in the principal
17 amount of \$2,608,797.50.

18 15. As alleged hereinabove, upon information and belief, pursuant to the Asset
19 Protection Scheme described in Paragraph 6, on various dates spanning 2006
20 through the present, Defendant LAS VEGAS LAND PARTNERS, LLC undertook
21 multiple real property transfers and other transactions to convey its valuable real
22 property interests, to one or more the asset protection entities identified in Paragraph
23 4, which asset protection entities largely continue to hold beneficial interests
24 derivative of said real estate interests.

25 16. In addition to the numerous conveyances alleged hereinabove, and totally
26 unbeknownst to Nype at the time, LAS VEGAS LAND PARTNERS, LLC
27 transferred literally millions of dollars in monies and liquidated funds to its
28 principals, LIBERMAN and MITCHELL, during a time that LAS VEGAS LAND

PARTNERS, LLC, knew or reasonably should have known of Nype's substantial monetary claims against it.

17. The real estate and monetary transfers alleged hereinabove effectively rendered LAS VEGAS LAND PARTNERS insolvent, and unable to pay its debts on a regular basis as they matured, including but not limited to the monies that the Eighth Judicial District Court has determined are owed to Nype.

18. Upon information and belief, the aforesaid actions of all Defendants were undertaken consciously, knowingly, willfully, and specifically in an effort to defeat and avoid Plaintiff's rights which were being pursued in the First Case.

19. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, LIBERMAN AND MITCHELL were and are the alter ego of LAS VEGAS LAND PARTNERS, LLC, that said Defendant did and still does dominate, influence and control of LAS VEGAS LAND PARTNERS, LLC, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which LIBERMAN and MITCHELL used and still use to conduct their business affairs; that each such entity is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of LAS VEGAS LAND PARTNERS, LLC entity is not disregarded and the said Defendant held liable for all relief being caught herein.

20. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and MITCHELL were and are the alter ego of MEYER PROPERTY, LLC, that said Defendants did and still do dominate, influence and control of MEYER PROPERTY, LLC, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and

1 naked framework which LAS VEGAS LAND PARTNERS, LLC, MITCHELL and
2 LIBERMAN used and still use to conduct their business affairs; that each such entity
3 is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff
4 will result if the theoretical separateness of MEYER PROPERTY, LLC entity is not
5 disregarded and the said Defendant held liable for all relief being caught herein.

6 21. Upon information and belief, Plaintiff is informed and believes and thereon alleges
7 that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS,
8 LLC, LIBERMAN and MITCHELL were and are the alter ego of ZOE PROPERTY,
9 LLC, that said Defendants did and still do dominate, influence and control of ZOE
10 PROPERTY, LLC, that there existed and still exists a unity of ownership between
11 them; that the individuality and separateness of each entity was and remains non-
12 existent; that each such entity was and remains a mere shell and naked framework
13 which LAS VEGAS LAND PARTNERS, LLC, MITCHELL and LIBERMAN used
14 and still use to conduct their business affairs; that each such entity is and remains
15 inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if
16 the theoretical separateness of ZOE PROPERTY, LLC entity is not disregarded and
17 the said Defendant held liable for all relief being caught herein.

18 22. Upon information and belief, Plaintiff is informed and believes and thereon alleges
19 that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS,
20 LLC, LIBERMAN and MITCHELL were and are the alter ego of LEAH
21 PROPERTY, LLC, that said Defendants did and still do dominate, influence and
22 control of LEAH PROPERTY, LLC, that there existed and still exists a unity of
23 ownership between them; that the individuality and separateness of each entity was
24 and remains non-existent; that each such entity was and remains a mere shell and
25 naked framework which LAS VEGAS LAND PARTNERS, LLC, MITCHELL and
26 LIBERMAN use and still use to conduct their business affairs; that each such entity
27 is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff
28 will result if the theoretical separateness of LEAH PROPERTY, LLC, if entity is not

- 1 disregarded and the said Defendant held liable for all relief being caught herein.
- 2 23. Upon information and belief, Plaintiff is informed and believes and thereon alleges
- 3 that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS,
- 4 LLC, LIBERMAN and MITCHELL were and are the alter ego of WINK ONE, LLC,
- 5 that said Defendants did and still does dominate, influence and control of WINK
- 6 ONE, LLC, that there existed and still exists a unity of ownership between them; that
- 7 the individuality and separateness of each entity was and remains non-existent; that
- 8 each such entity was and remains a mere shell and naked framework which LAS
- 9 VEGAS LAND PARTNERS, LLC, MITCHELL and LIBERMAN used and still use
- 10 to conduct their business affairs; that each such entity is and remains inadequately
- 11 capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical
- 12 separateness of WINK ONE, LLC if entity is not disregarded and the said Defendant
- 13 held liable for all relief being caught herein
- 14 24. Upon information and belief, Plaintiff is informed and believes and thereon alleges
- 15 that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS,
- 16 LLC, LIBERMAN and MITCHELL were and are the alter ego of LIVE WORK,
- 17 LLC, that said Defendants did and still does dominate, influence and control of LIVE
- 18 WORK, LLC, that there existed and still exists a unity of ownership between them;
- 19 that the individuality and separateness of each entity was and remains non-existent;
- 20 that each such entity was and remains a mere shell and naked framework which LAS
- 21 VEGAS LAND PARTNERS, LLC, MITCHELL and LIBERMAN used and still use
- 22 to conduct their business affairs; that each such entity is and remains inadequately
- 23 capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical
- 24 separateness of LIVE WORK, LLC if entity is not disregarded and the said
- 25 Defendant held liable for all relief being caught herein.
- 26 25. Upon information and belief, Plaintiff is informed and believes and thereon alleges
- 27 that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS,
- 28 LLC, LIBERMAN and MITCHELL were and are the alter ego of LIVE WORK

MANAGER, LLC, that said Defendants did and still does dominate, influence and control of LIVE WORK MANAGER, LLC, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and MITCHELL used and still use to conduct their business affairs; that each such entity is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of LIVE WORK MANAGER, LLC entity is not disregarded and the said Defendant held liable for all relief being caught herein.

26. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and MITCHELL was and are the alter ego of AQUARIUS OWNER, LLC, that said Defendants did and still does dominate, influence and control of AQUARIUS OWNER, LLC, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and MITCHELL used and still use to conduct their business affairs; that each such entity remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of AQUARIUS OWNER, LLC entity is not disregarded and the said Defendant held liable for all relief being caught herein.

27. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and MITCHELL were and are the alter ego of LVLP HOLDINGS, LLC, that said Defendants did and still does dominate, influence and control of LVLP HOLDINGS, LLC that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was

1 and remains non-existent; that each such entity was and remains a mere shell and
2 naked framework which LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and
3 MITCHELL used and still use to conduct their business affairs; that each such entity
4 is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff
5 will result if the theoretical separateness of LVLP HOLDINGS, LLC entity is not
6 disregarded and the said Defendant held liable for all relief being caught herein.

7 28. Upon information and belief, Plaintiff is informed and believes and thereon alleges
8 that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS,
9 LLC, LIBERMAN and/or MITCHELL were and are the alter ego of MITCHELL
10 HOLDINGS, LLC, that said Defendant(s) did and still does dominate, influence and
11 control of MITCHELL HOLDINGS, LLC, that there existed and still exists a unity
12 of ownership between them; that the individuality and separateness of each entity was
13 and remains non-existent; that each such entity was and remains a mere shell and
14 naked framework which LAS VEGAS LAND PARTNERS, LLC, LIBERMAN
15 and/or MITCHELL used and still use to conduct their business affairs; that each such
16 entity is and remains inadequately capitalized; and that an injustice and fraud upon
17 Plaintiff will result if the theoretical separateness MITCHELL HOLDINGS, LLC
18 entity is not disregarded and the said Defendant held liable for all relief being caught
19 herein.

20 29. Upon information and belief, Plaintiff is informed and believes and thereon alleges
21 that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS,
22 LLC, LIBERMAN and/or MITCHELL were and are the alter ego of LIEBERMAN
23 HOLDINGS, LLC, that said Defendant(s) did and still does dominate, influence and
24 control of LIEBERMAN HOLDINGS, LLC, that there existed and still exists a unity
25 of ownership between them; that the individuality and separateness of each entity was
26 and remains non-existent; that each such entity was and remains a mere shell and
27 naked framework which LAS VEGAS LAND PARTNERS, LLC, LIBERMAN
28 and/or MITCHELL, used and still use to conduct their business affairs; that each

1 such entity is and remains inadequately capitalized; and that an injustice and fraud
2 upon Plaintiff will result if the theoretical separateness of MITCHELL HOLDINGS,
3 LLC entity is not disregarded and the said Defendant held liable for all relief being
4 caught herein.

5 30. Upon information and belief, Plaintiff is informed and believes and thereon alleges
6 that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS,
7 LLC, LIBERMAN and/or MITCHELL were and are the alter ego of 305 LAS
8 VEGAS, LLC, that said Defendant(s) did and still does dominate, influence and
9 control of 305 LAS VEGAS, LLC, that there existed and still exists a unity of
10 ownership between them; that the individuality and separateness of each entity was
11 and remains non-existent; that each such entity was and remains a mere shell and
12 naked framework which LAS VEGAS LAND PARTNERS, LLC, MITCHELL
13 and/or LIBERMAN, used and still use to conduct their business affairs; that each
14 such entity is and remains inadequately capitalized; and that an injustice and fraud
15 upon Plaintiff will result if the theoretical separateness of 305 LAS VEGAS, LLC
16 entity is not disregarded and the said Defendant held liable for all relief being caught
17 herein.

18 31. Upon information and belief, Plaintiff is informed and believes and thereon alleges
19 that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS,
20 LLC, LIBERMAN and MITCHELL was and are the alter ego of LIVE WORKS TIC
21 SUCCESSOR, LLC, that said Defendants did and still does dominate, influence and
22 control of LIVE WORKS TIC SUCCESSOR, LLC, that there existed and still exists
23 a unity of ownership between them; that the individuality and separateness of each
24 entity was and remains non-existent; that each such entity was and remains a mere
25 shell and naked framework which LAS VEGAS LAND PARTNERS, LLC,
26 LIBERMAN and MITCHELL used and still use to conduct their business affairs; that
27 each such entity is and remains inadequately capitalized; and that an injustice
28 and fraud upon Plaintiff will result if the theoretical separateness of LIVE WORKS

TIC SUCCESSOR, LLC entity is not disregarded and the said Defendant held liable for all relief being caught herein.

32. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and/or MITCHELL were and are the alter ego of CASINO COOLIDGE LLC, that said Defendant(s) did and still does dominate, influence and control of CASINO COOLIDGE LLC, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and/or MITCHELL used and still use to conduct their business affairs; that each such entity is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of CASINO COOLIDGE LLC entity is not disregarded and the said Defendant held liable for all relief being caught herein.

33. This New Case is effectively an extension and development of the first litigation, and is an effort by Plaintiffs to avoid the wrongful misconduct of Defendants and each of them, in attempting to avoid NYPE's creditor rights and protect the assets of LAS VEGAS LAND PARTNERS, LLC, which were, are, and should be available to satisfy Plaintiff's claims.

FIRST CLAIM FOR RELIEF

(Constructive Trust)

34. Plaintiff incorporates by reference paragraphs 1 through 33 as though fully set forth.

35. Pursuant to the pending litigation in the First Case, it was understood that options or equity in various Real Estate parcels owned by LAS VEGAS LAND PARTNERS, LLC in or about 2006 would be available to satisfy Plaintiff's judgment.

36. Defendants knew or reasonably should have known, that the subject real property interests were valuable, and that the legitimate equity in the subject real property

would be sufficient to satisfy Nype's claim, but for the fraudulent conveyances alleged herein.

37. Defendants transferred, hypothecated and encumbered various real property interests for improper purposes and inadequate consideration.

38. All of the foregoing facts make it just and equitable that this court impose and declare a constructive trust upon the subject real property interests, and any proceeds therefrom, in favor of Plaintiffs.

39. The court can and should declare a lien against the subject real property, order the sale thereof, and/or order the payment of all rents received from the subject real property to Plaintiffs herein.

40. It has been necessary for Plaintiff to retain the services of an attorney to prosecute this action and Plaintiff is therefore entitled to an award of reasonable attorneys' fees.

SECOND CLAIM FOR RELIEF

(Fraudulent Conveyance)

41. Plaintiff incorporates by reference paragraphs 1 through 40 as though fully set forth.

42. Plaintiff is informed and believes, and on that basis alleges that Defendants have taken numerous actions to avoid satisfying Plaintiff's claims against LAS VEGAS LAND PARTNERS, LLC.

43. Plaintiff alleges on information and belief that in order to avoid potential execution against real estate interests, *inter alia*, Defendants, LAS VEGAS LAND PARTNERS, LLC took steps to hypothecate and transfer said property interests and cash to the other Defendants herein.

44. Plaintiff is informed and believes, and on that basis alleges that such transfers by Defendants were undertaken in an effort to avoid the adverse financial consequences of Plaintiff's pending claims, as well as those of other creditors.

45. Plaintiff is informed and believes, and on that basis alleges that the aforementioned transfers were gratuitous, or for inadequate or disguised consideration, made without obligation, and made with an intent to deprive Plaintiff of its ability to recover such

1 funds directly from LAS VEGAS LAND PARTNERS, LLC in connection with the
2 monies owed to Plaintiff.

3 46. As a result of the aforementioned acts of Defendants, Plaintiff is entitled to a
4 Judgment against them, jointly and severally, in an amount in excess of \$10,000.00.

5 47. On or about August 14, 2014, and spanning three months thereafter during the course
6 of proceedings initiated to enforce and collect upon the judgment in the First Case,
7 Defendant LAS VEGAS LAND PARTNERS, LLC first provided tax returns and
8 detailed financial information which revealed to Nype, for the first time, that it had
9 transferred its beneficial interests as to numerous real estate parcels, as well as many
10 millions of dollars, to the entity defendants and/or Liberman and Mitchell, during the
11 ongoing pendency of the first case.

12 48. In making such transfers, on information and belief, Defendants LAS VEGAS LAND
13 PARTNERS, LLC, MITCHELL and LIBERMAN acted with the actual intent to
14 hinder delay and to defraud their creditors, including Nype, by fraudulently
15 transferring assets to insiders and the entity defendants.

16 49. Nype lacks an adequate remedy at law because, unless the relief sought in this
17 complaint is granted, LAS VEGAS LAND PARTNERS, LLC with the aid of the other
18 Defendants will have succeeded in fraudulently transferring its assets to insiders
19 and/or related entities, depriving Nype of the opportunity to collect upon the
20 judgment, and realize what is due and owing from LAS VEGAS LAND PARTNERS,
21 LLC.

22 50. Nype has an high probability of success on the merits in this action.

23 51. The aforesaid transfer of assets to insiders and/or the entity defendants was made with
24 actual intent to hinder, delay or defraud creditors, most significantly Nype, and these
25 transfers therefore constitute fraudulent transfers in violation of NRS 112.180.

26 52. LAS VEGAS LAND PARTNERS, LLC did not receive reasonably equivalent value
27 for the transfers herein alleged.
28

1 53. Defendant, LAS VEGAS LAND PARTNERS, LLC intended to incur or reasonably
2 should have believed they would incur debts beyond its ability to pay the same as they
3 become due, and thus the transfers at issue are fraudulent transfers in violation of
4 Nevada law.

5 54. The actions by Defendant, LAS VEGAS LAND PARTNERS, LLC, in conjunction
6 with the other Defendants, to convey valuable property and monies to other
7 Defendants with the intent to deprive Plaintiff of its ability to recover funds was
8 undertaking in a knowing, willful, intentional, and malicious manner, which under
9 Nevada law constitute malice and is sufficient grounds to invoke the availability of
10 exemplary damages against Defendants, and each of them.

11 55. As a consequence of the willful malicious and intentional misconduct of the
12 Defendants and each of them, Nype is entitled to recover exemplary damages from
13 each Defendant in accordance with Nevada Law, in an amount in excess of
14 \$10,000.00, the precise amount to be proven at time of trial.

15 56. As a direct and proximate consequence of the misconduct of the Defendants and each
16 of them, Nype has been damaged in an amount in excess of \$10,000.00.

17 57. Upon information and belief, LAS VEGAS LAND PARTNERS, LLC received its
18 equity interests in the asset protection entities gratuitously, or for wholly inadequate
19 consideration.

20 58. Because of the special circumstances of this case, in which LAS VEGAS LAND
21 PARTNERS, LLC is liable for a judgment it has consistently ignored and avoided,
22 having committed fraud to avoid the judgment and its debt to Nype, and hiding assets
23 and also constituting a continuing risk of further affirmative frustration of the valid
24 efforts by Nype to collect upon his judgment, Nype is entitled to:

- 25 (1) The appointment of receiver to take possession of the assets of the
26 Defendants.

27

28

(2) An injunction against further dissipation, disposition, or assignment of any and all assets and property owned by LAS VEGAS LAND PARTNERS, LLC, and its Co-Defendants.

(3) Any other relief that the circumstances may require, including a declaration that the transfers in question are void, and that the assets in question are subject to execution by Nype.

59. It has been necessary for Plaintiff to retain the services of an attorney to prosecute this action, and Plaintiff is, therefore, entitled to reasonable attorneys' fees.

THIRD CLAIM FOR RELIEF

(Civil Conspiracy)

60. Plaintiff incorporates by reference paragraphs 1 through 59 as though fully set forth.

61. As alleged hereinabove, and upon information and belief, the transfer of the subject real estate and substantial monetary amounts were undertaken by Defendants with full knowledge as to the relevant circumstances and in an effort to participate in transactions in derogation of the rights of Plaintiff.

62. The knowing and willful conduct of the entity Defendants in agreeing to receive the subject real property and act as a nominee for said LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and MITCHELL constitute acts of civil conspiracy.

63. The Defendants, and each of them worked together in concerted actions with the intent to accomplish an unlawful purpose, vis a vis Plaintiff.

64. The purpose of the unlawful, concerted actions of Defendants was intended to, or would likely result in direct harm to Plaintiff.

65. As a direct and proximate result of the aforesaid civil conspiracy, undertaken between the Defendants, Plaintiff has been damaged in an amount in excess of \$10,000.00.

66. As alleged hereinabove, upon information and belief, Defendants' conduct was willful, knowing, intentional, and malicious, as a matter of law, entitling Plaintiff to recover exemplary damages in an amount in excess of \$10,000.00.

67. That it has been necessary for Plaintiff to retain the services of an attorney to prosecute this action, and Plaintiff is therefore entitled to reasonable attorneys' fees.

FOURTH CLAIM FOR RELIEF

(Declaratory Relief)

68. Plaintiff incorporates by references Paragraphs 1 through 67 as though fully set forth herein.

69. A true and ripe controversy exists as to the dispute, and declaratory relief pursuant to NRS 30.040 is necessary to declare the respective rights, responsibilities, and obligations between the parties as a consequence of Plaintiff's judgment against LAS VEGAS LAND PARTNERS, LLC, and as relates to the various transactions undertaken by Defendants, including but not limited to transactions involving various parcels of valuable Las Vegas Real Estate.

70. For all of the reasons set forth hereinabove, Defendants have acted wrongfully and in violation of Plaintiffs rights as a Creditor, and a direct declaration as to the invalidity of Defendants' transfers, and the viability of Plaintiff's Judgment Lien as a priority lien (subject only to legitimate preexisting senior encumbrance), is appropriate, and should be determined and declared by the court.

71. That it has been necessary for the Plaintiff to retain the services of an attorney to prosecute this action and plaintiff is therefore entitled to reasonable attorneys fees.

FIFTH CLAIM FOR RELIEF

(Alter Ego)

72. Plaintiff incorporates by references Paragraphs 1 through 71 as though fully set forth herein.

73. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, Defendants, DAVID J. MITCHELL; BARNET LIBERMAN; LAS VEGAS LAND PARTNERS, LLC; MEYER PROPERTY, LTD.; ZOE PROPERTY, LLC; LEAH PROPERTY, LLC; WINK ONE, LLC; LIVE WORK, LLC; LIVE WORK MANAGER, LLC; AQUARIUS OWNER, LLC; LVLP HOLDINGS, LLC;

MITCHELL HOLDINGS, LLC; LIEBERMAN HOLDINGS, LLC; 305 LAS VEGAS
LLC; LIVE WORKS TIC SUCCESSOR, LLC; and CASINO COOLIDGE, LLC, and
each of them, were and remain the alter-egos of each other; that said Defendants did
and still do dominate, influence and control each other; that there existed and still
exists a unity of ownership between them; that the individuality and separateness of
each entity was and remains non-existent; that each such entity was and remains a
mere shell and naked framework which the other Defendants used and still use to
conduct their business affairs; that each such entity is and remains inadequately
capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical
separateness of the Defendant entities is not disregarded and each such Defendant held
liable for all relief being sought herein.

74. Upon information and belief, to the extent that one or more of the Defendant
entities is nominally owned or operated by or through LAS VEGAS LAND
PARTNERS, LIBERMAN or MITCHELL with respect to one or more of the
Defendant entities, which entities as a practical matter exist with functional unity of
ownership in said Defendants, LAS VEGAS LAND PARTNERS, LIBERMAN or
MITCHELL, the true and factual individuality and separateness of each such entity
was and remains non-existent; each such entity was and remains a mere shell and
naked framework, which Defendants LAS VEGAS LAND PARTNERS, LIBERMAN
or MITCHELL utilize, through the offices of said Defendants LAS VEGAS LAND
PARTNERS, LIBERMAN or MITCHELL and/or through nominees and others to
conduct their business affairs. Each such entity is, upon information and belief,
merely another nominal manifestation of the business and financial affairs of
Defendants LAS VEGAS LAND PARTNERS, LIBERMAN or MITCHELL, and to
recognize any such separate entity would work as separate and distinct from
Defendants LAS VEGAS LAND PARTNERS, LIBERMAN or MITCHELL, an

....

....

1 injustice and fraud upon Plaintiff, to the extent the theoretical or putative separateness
2 of such entity is not disregarded and said nominal Defendants held liable for all the
3 relief being sought herein.

4 75. As a matter of both statutory common law, and prior declarations of the Eighth
5 Judicial District Court, it is appropriate that the Court further determine and declare
6 that all of the aforesaid entities be held to be the Alter Egos of Defendants LAS
7 VEGAS LAND PARTNERS, LIBERMAN or MITCHELL, and that therefore the
8 various Defendants named herein can and should be jointly and severely liable to the
9 Plaintiff with regard to all claims asserted.

10 76. That it has been necessary for the Plaintiff to retain the services of an attorney to
11 prosecute this action and plaintiff is therefore entitled to reasonable attorneys fees.

12 **WHEREFORE**, Plaintiff prays for judgment against Defendants and each of them
13 as follows:

- 14 1. For a sum in excess of \$10,000.00;
- 15 2. For exemplary damages in an amount in excess of \$10,000.00;
- 16 3. For the imposition of a constructive trust upon the various parcels of real
17 property or on the beneficial interests deriving therefrom as to property
18 formerly owned by LAS VEGAS LAND PARTNERS, LLC, for the benefit
19 of Plaintiff;
- 20 4. For an order requiring the sale of the parcels of real estate and an order
21 directing the payment of all rents with regard to the subject real property be
22 made to the order of Plaintiff herein;
- 23 5. For interest upon all damages which Plaintiff recovers at the Nevada Statutory
24 rate.
- 25 6. For a declaration as to the invalidity of Defendants' transactions as regards to
26 the various valuable real estate interests formerly owned by LAS VEGAS
27 LAND PARTNERS, LLC, and a further declaration that Plaintiff's Judgment
28

Lien is valid and stands as a priority lien, subject only to legitimate senior encumbrances.

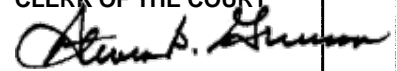
7. For a determination that the Defendants are the alter egos of each other, and should all be held liable to Plaintiff, jointly and severally, for the damages sought herein.
8. The appointment of receiver to take possession of the assets of the Defendants.
9. An injunction against further dissipation, disposition, or assignment of any and all assets and property owned by LAS VEGAS LAND PARTNERS, LLC, and its Co-Defendants.
10. For reasonable attorneys' fees for the prosecution of this suit; and
11. For such other and further relief as the Court may deem just and proper.

DATED this 26th day of July, 2016.

JOHN W. MUIJE & ASSOCIATES

By: 

JOHN W. MUIJE, ESQ.
Nevada Bar No. 2419
1840 E. Sahara Ave #106
Las Vegas, Nevada 89104
Telephone: (702) 386-7002
Fax No: (702) 386-9135
Email: jmuje@mujelawoffice.com
Attorneys for Plaintiffs



1 **ACOMP**
2 **JOHN W. MUIJE & ASSOCIATES**
3 **JOHN W. MUIJE, ESQ.**
4 Nevada Bar No. 2419
5 1840 E. Sahara Ave #106
6 Las Vegas, Nevada 89104
7 Telephone: (702) 386-7002
8 Fax No: (702) 386-9135
9 Email: jmuije@muijelawoffice.com
10 *Attorneys for Plaintiffs*

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DISTRICT COURT

CLARK COUNTY, NEVADA

RUSSELL L. NYPE; REVENUE PLUS, LLC,
DOES I through X; DOES I through X; DOE
CORPORATIONS I through X; and DOES
PARTNERSHIPS I through X,

Plaintiffs,

vs.

DAVID J. MITCHELL; BARNET LIBERMAN;
LAS VEGAS LAND PARTNERS, LLC; MEYER
PROPERTY, LTD.; ZOE PROPERTY, LLC;
LEAH PROPERTY, LLC; WINK ONE, LLC;
LIVE WORK, LLC; LIVE WORK MANAGER,
LLC; AQUARIAS OWNER, LLC; LVLP
HOLDINGS, LLC; MITCHELL HOLDINGS,
LLC; LIEBERMAN HOLDINGS, LLC; 305 LAS
VEGAS LLC; LIVE WORKS TIC SUCCESSOR,
LLC; FC/LIVE WORK VEGAS, LLC; CASINO
COLLIDGE, LLC; DOES I through III, and ROE
CORPORATIONS I through III, inclusive,

Entity Defendants.

CASE NO: A-16-740689-B

DEPT. NO: XV

AMENDED COMPLAINT FOR:

1. CONSTRUCTIVE TRUST;
2. FRAUDULENT CONVEYANCE;
3. CONSPIRACY TO DEFRAUD;
4. DECLARATORY RELIEF; AND
5. ALTER EGO

**ARBITRATION EXEMPT
(EQUITABLE RELIEF)**

COMES NOW, Plaintiffs, RUSSELL L. NYPE and REVENUE PLUS, LLC, as and for
causes of action against the Entity Defendants, DAVID J. MITCHELL; BARNET LIBERMAN;
LAS VEGAS LAND PARTNERS, LLC; MEYER PROPERTY, LTD.; ZOE PROPERTY, LLC;
LEAH PROPERTY, LLC; WINK ONE, LLC; LIVE WORK, LLC; LIVE WORK MANAGER,
LLC; AQUARIUS OWNER, LLC; LVLP HOLDINGS, LLC; MITCHELL HOLDINGS, LLC;
LIEBERMAN HOLDINGS, LLC; 305 LAS VEGAS, LLC; LIVE WORKS TIC SUCCESSOR,

1 LLC; FC/LIVE WORK VEGAS, LLC, and CASINO COLLIDGE, LLC alleges and shows as
2 follows:

3 **GENERAL FACTUAL ALLEGATIONS**

- 4 1. Plaintiffs, RUSSELL L. NYPE and REVENUE PLUS, LLC (hereinafter "NYPE"),
5 a New York Limited Liability Company.
- 6 2. Defendant, DAVID J. MITCHELL (hereinafter "Mitchell"), is an adult resident of
7 New York.
- 8 3. Defendant, BARNETT LIBERMAN (hereinafter "Liberman"), is an adult resident of
9 New York.
- 10 4. LAS Vegas Land Partners (hereinafter "LVLP") is a Delaware limited liability
11 company registered to do business in Nevada, but currently in default status.
- 12 5. Aquarius Owner, LLC is or was a Delaware limited liability company registered to
13 do business in the State of Nevada in November, 2004, and maintained its
14 registration through and including approximately November, 2009.
- 15 6. On information and belief, Aquarius Owner LLC was owned and directed by
16 Mitchell, Liberman, and/or LVLP.
- 17 7. In that context, various real property and ownership equity transfers took place
18 between LVLP and/or Aquarius Owner, LLC, during the operative time, and on
19 information and belief, financial distributions and transactions occurred between
20 Aquarius Owner LLC and its principals on a recurring basis, most of which were
21 never disclosed in publicly available records or documents.
- 22 8. In that context, various real property transfers and ownership equity took place
23 between LVLP and/or Aquarius Owner, LLC during the operative time, and on
24 information and belief, financial distributions and transactions occurred between
25 Aquarius, LLC and its principals on a recurring basis, most of which were never
26

disclosed in publicly available records or documents, is a Delaware limited liability that first registered to do business in Nevada in approximately February, 2011, and continues to operate and do business, in good standing, through and including this date. FC/LW Vegas is or was a Delaware limited liability company registered to do business in the State of Nevada in February 2011 which has maintained registration through the present.

9. FC/LW VEGAS, LLC, on information and belief, is an entity jointly owned and operated by Liberman, Mitchell, LVLP, and non-party Forest City Enterprises, for purposes of developing and managing various real property interest in Southern Nevada.

10 In that context, various real property and ownership equity transfers took place between LVLP and/or FC/LW, LLC, during the operative time, and on information and belief, financial distributions and transactions occurred between Aquarius Owner LLC and its principals on a recurring basis, most of which were never disclosed in publicly available records or documents.

11. In that context, various real property and ownership equity transfers took place between LVLP and/or FC/LW, LLC during the operative time, and on information and belief, financial distributions and transactions occurred between

12. Aquarius, LLC and its principals on a recurring basis, most of which were never disclosed in publicly available records or documents, is a Delaware limited liability that first registered to do business in Nevada in approximately February, 2011, and continues to operate and do business, in good standing, through and including this date.

13. In that context, various real property and ownership equity transfers took place between LVLP and/or Leah Property, LLC during the operative time, and on information and belief, financial distributions and transactions occurred between

14. Aquarius, LLC and its principals on a recurring basis, most of which were never disclosed in publicly available records or documents, is a Delaware limited liability

1 that first registered to do business in Nevada in approximately February, 2011, and
2 continues to operate and do business, in good standing, through and including this
3 date.

4 15. Leah Property, LLC is a Delaware limited liability that first registered to do business
5 in Southern Nevada in approximately February, 2005, and continued to be active and
6 operate in the Southern Nevada area through and including February, 2015.

7 16. On information and belief, Leah Property LLC is owned, managed, and operated by
8 Liberman, at all relevant times.

9 17. In that context, various real property and ownership equity transfers took place
10 between LVLP and/or Leah Property, LLC, during the operative time, and on
11 information and belief, financial distributions and transactions occurred between Leah
12 Property, LLC and its principals on a recurring basis, most of which were never
13 disclosed in publicly available records or documents.

14 18. In that context, various real property and ownership equity transfers took place
15 between LVLP and/or Live Work, LLC, during the operative time, and on information
16 and belief, financial distributions and transactions occurred between Leah Property,
17 LLC and its principals on a recurring basis, most of which were never disclosed in
18 publicly available records or documents.

19 19. Live Work LLC is a Delaware limited liability company who first became active in
20 Southern Nevada in or about April, 2015, and in fact was a plaintiff in the original
21 underlying lawsuit with LVLP versus the plaintiffs herein. Live Work, LLC, on
22 information and belief, continued to be active and operating in Southern Nevada
23 through and including approximately April, 2012.

24 20. On information and belief, Live Work, LLC was owned, operated, and managed by
25 Liberman, Mitchell, LVLP, Live Work Manager, LLC, and/or Mitchell Holdings, and
26 was an active participant in various real property transactions involving non-party
27 Forest City Enterprises.
28

- 1 21. In that context, various real property and ownership equity transfers took place
2 between LVLP and/or Live Work, LLC, during the operative time, and on information
3 and belief, financial distributions and transactions occurred between Live Work, LLC
4 and its principals on a recurring basis, most of which were never disclosed in publicly
5 available records or documents.
- 6 22. In that context, various real property and ownership equity transfers took place
7 between LVLP and/or Live Work, LLC, during the operative time, and on information
8 and belief, financial distributions and transactions occurred between Live Work
9 Manager, LLC and its principals on a recurring basis, most of which were never
10 disclosed in publicly available records or documents.
- 11 23. Livework Manager, LLC was a Delaware Limited Liability that first registered to do
12 business in the State of Nevada in approximately April, 2005, and continued active
13 and in business in Southern Nevada through approximately February, 2012.
- 14 24. Live Work Manager, LLC was owned, operated and managed by, on information and
15 belief, by Liberman, Mitchell, and/or LVLP.
- 16 25. In that context, various real property and ownership equity transfers took place
17 between LVLP and/or Live Work Manger, LLC, during the operative time, and on
18 information and belief, financial distributions and transactions occurred between
19 Livework Manager, LLC and its principals on a recurring basis, most of which were
20 In that context, various real property transfers and ownership equity took place
21 between LVLP and/or Live Work, LLC during the operative time, and on information
22 and belief, financial distributions and transactions occurred between Live Work, LLC
23 and its principals on a recurring basis, most of which were never disclosed in publicly
24 available records or documents, is a Delaware limited liability that first registered to
25 do business in Nevada in approximately February, 2011, and continues to operate and
26 do business, in good standing, through and including this date. FC/LW Vegas is or
27 was a Delaware limited liability company registered to do business in the State of
28 Nevada in February 2011 which has maintained registration through the present.

- 1 never disclosed in publicly available records or documents.
- 2 26. Zoe Property, LLC is a Delaware Limited Liability Company that first registered and
- 3 became active in Southern Nevada in or about November 2004, and in fact was one
- 4 of the original plaintiffs along with Live Work, LLC and LVLP versus the plaintiffs
- 5 herein. On information and belief, Zoe Property, LLC operated and continued to be
- 6 active in Southern Nevada through approximately November, 2007.
- 7 27. Zoe Property, LLC was owned, operated and managed by, on information and belief,
- 8 by Liberman, Mitchell, and/or LVLP.
- 9 28. In that context, various real property and ownership equity transfers took place
- 10 between LVLP and/or Zoe Property, LLC, during the operative time, and on
- 11 information and belief, financial distributions and transactions occurred between Zoe
- 12 Property, LLC and its principals on a recurring basis, most of which were never
- 13 disclosed in publicly available records or documents.
- 14 29. In that context, various real property and ownership equity transfers took place
- 15 between LVLP and/or Zoe Property, LLC, during the operative time, and on
- 16 information and belief, financial distributions and transactions occurred between Zoe
- 17 Property, LLC and its principals on a recurring basis, most of which were never
- 18 disclosed in publicly available records or documents.
- 19 30. Wink One, LLC is a Delaware limited liability company that registered to do business
- 20 in the State of Nevada in approximately April, 2008, and remained active, according
- 21 to Secretary of State records, through and including approximately April, 2009. Wink
- 22 One, LLC, on information and belief, was owned, operated and managed by
- 23 Liberman, Mitchell, and/or LVLP.
- 24 31. Wink One, LLC was owned, operated and managed by, on information and belief, by
- 25 Liberman, Mitchell, and/or LVLP.
- 26 32. In that context, various real property and ownership equity transfers took place
- 27 between LVLP and/or Wink One, LLC, during the operative time, and on information
- 28 and belief, financial distributions and transactions occurred between Wink One, LLC

- 1 and its principals on a recurring basis, most of which were never disclosed in publicly
2 available records or documents.
- 3 33. In that context, various real property and ownership equity transfers took place
4 between LVLP and/or Wink One, LLC, during the operative time, and on information
5 and belief, financial distributions and transactions occurred between Wink One, LLC
6 and its principals on a recurring basis, most of which were never disclosed in publicly
7 available records or documents.
- 8 34. Casino Coolidge, LLC is a Delaware limited liability company that first registered to
9 do business in Southern Nevada in or about October, 2014.
- 10 35. On information and belief, Casino Coolidge, LLC is owned, operated and managed
11 by Liberman, Mitchell, LVLP, and/or LVLP..
- 12 36. In that context, various real property and ownership equity transfers took place
13 between LVLP and/or Casino Coolidge, LLC, during the operative time, and on
14 information and belief, financial distributions and transactions occurred between
15 Casino Coolidge, LLC and its principals on a recurring basis, most of which were
16 never disclosed in publicly available records or documents and continues to operate
17 and be active in Southern Nevada through the present.
- 18 37. In that context, various real property and ownership equity transfers took place
19 between LVLP and/or Casino Coolidge, LLC, during the operative time, and on
20 information and belief, financial distributions and transactions occurred between
21 Casino Coolidge, LLC and its principals on a recurring basis, most of which were
22 never disclosed in publicly available records or documents.
- 23 38. 305 Las Vegas. LLC is a Delaware limited liability company that first registered and
24 qualified to do business in Southern Nevada in approximately April, 2007, and
25 remains active and doing business in Southern Nevada through the present.
- 26 39. On information and belief, 305 Las Vegas, LLC was originally owned, operated and
27 managed by Liberman, Mitchell, and/or LVLP.
- 28 40. In that context, various real property and ownership equity transfers took place

1 between LVLP and/or 305 Las Vegas, LLC, during the operative time, and on
2 information and belief, financial distributions and transactions occurred between 305
3 Las Vegas, LLC and its principals on a recurring basis, most of which were never
4 disclosed in publicly available records or documents and continues to operate and be
5 active in Southern Nevada through the present.

6 41. In that context, various real property and ownership equity transfers took place
7 between LVLP and/or 305 Las Vegas, LLC, during the operative time, and on
8 information and belief, financial distributions and transactions occurred between 305
9 Las Vegas, LLC and its principals on a recurring basis, most of which were never
10 disclosed in publicly available records or documents.

11 42. On information and belief, unbeknownst to Plaintiffs, in approximately 2012
12 305 Las Vegas, LLC engaged in an internal transaction resulting in the acquisition of
13 the beneficial interest of Mitchell by a Mr. Win Churchill, and a monetary distribution
14 benefitting Mitchell to the tune of \$7.5 million, all of which Plaintiff has only learned
15 at very recent times.

16 43. On information and belief, MEYER PROPERTY, LTD., is fictitious entity that was
17 involved for a relatively short period of time with LEAH PROPERTY, LLC, and in
18 the context thereof participated in real estate transactions resulting in net financial
19 gain to Leah and/or Liberman, Mitchell, and/or LVLP, the specifics of which financial
20 gains were never disclosed nor reasonably discoverable by Plaintiffs herein.

21 44. In that context, various real property transfers took place between LVLP and/or Meyer
22 Property, LLC, during the operative time, and on information and belief, financial
23 distributions and transactions occurred between Meyer Property, LLC and its
24 principals on a recurring basis, most of which were never disclosed in publicly
25 available records or documents and continues to operate and be active in Southern
26 Nevada through the present.

27 45. In that context, various real property transfers and ownership equity took place
28 between LVLP and/or Meyer Property, LLC during the operative time, and on

information and belief, financial distributions and transactions occurred between Meyer Property, LLC and its principals on a recurring basis, most of which were never disclosed in publicly available records or documents, is a Delaware limited liability that first registered to do business in Nevada in approximately February, 2011, and continues to operate and do business, in good standing, through and including this date. FC/LW Vegas is or was a Delaware limited liability company registered to do business in the State of Nevada in February 2011 which has maintained registration through the present.

46. On information and belief, Mitchell Holdings, LLC is a Delaware limited liability company that never qualified to do business within the State of Nevada, but was used by Defendant Mitchell for purposes of owning Mitchell's equity or beneficial interest in various other defendants, and fuddling money back and forth between such entities, in a matter that would not be detectable or readily discoverable by Plaintiffs or other creditors.
47. In that context, various real property and ownership equity transfers took place between LVLP and/or Mitchell Holdings, LLC during the operative time, and on information and belief, financial distributions and transactions occurred between Mitchell Holdings, LLC and its principals on a recurring basis, most of which were never disclosed in publicly available records or documents, is a Delaware limited liability that first registered to do business in Nevada in approximately February, 2011, and continues to operate and do business, in good standing, through and including this date.
48. In that context, various real property transfers and ownership equity took place between LVLP and/or Mitchell Holdings, LLC during the operative time, and on information and belief, financial distributions and transactions occurred between Mitchell Holdings, LLC and its principals on a recurring basis, most of which were never disclosed in publicly available records or documents, is a Delaware limited liability that first registered to do business in Nevada in approximately February,

2011, and continues to operate and do business, in good standing, through and including this date. FC/LW Vegas is or was a Delaware limited liability company registered to do business in the State of Nevada in February 2011 which has maintained registration through the present.

49. On information and belief, Liberman Holdings, LLC is a Delaware limited liability company that never qualified to do business within the State of Nevada, but was used by Defendant Liberman Holdings, LLC for purposes of owning Liberman's equity or beneficial interest in various other defendants, and fuddling money back and forth between such entities, in a matter that would not be detectable or readily discoverable by Plaintiffs or other creditors.

50. On information and belief, Liberman Holdings, LLC was owned and directed by Mitchell, Liberman, and/or LVLP.

51. In that context, various real property and ownership equity transfers took place between LVLP and/or Liberman Holdings, LLC during the operative time, and on information and belief, financial distributions and transactions occurred between Liberman and its principals on a recurring basis, most of which were never disclosed in publicly available records or documents, is a Delaware limited liability that first registered to do business in Nevada in approximately February, 2011, and continues to operate and do business, in good standing, through and including this date.

52. Live Works TIC Successor, LLC, on information and belief, is a fictitious entity in which Liberman, Mitchell, and/or Las Vegas Land Holdings had substantial equity or beneficial interest, and was the ultimate recipient of financial proceeds, monies, emoluments and benefits deriving from Live Work LLC, and a tendency and common agreement entered into between Live Work, LLC and non-party Forest City Enterprises, through contractual and financial arrangements, referred to as the tenancy in common agreement, and numerous subsequent amendments thereto.

53. In that context, various real property and ownership equity transfers took place

1 between LVLP and/or Live Works TIC Successor, LLC, during the operative time,
2 and on information and belief, financial distributions and transactions occurred
3 between Live Works TIC Successor, LLC and its principals on a recurring basis, most
4 of which were never disclosed in publicly available records or documents and
5 continues to operate and be active in Southern Nevada through the present.

6 54. In that context, various real property and ownership equity transfers took place
7 between LVLP and/or Live Works TIC Successor, LLC during the operative time, and
8 on information and belief, financial distributions and transactions occurred between
9 Live Works TIC Successor, LLC and its principals on a recurring basis, most of which
10 were never disclosed in publicly available records or documents, is a Delaware
11 limited liability that first registered to do business in Nevada in approximately
12 February, 2011, and continues to operate and do business, in good standing, through
13 and including this date.

14 55. Entity Defendants, MEYER PROPERTY, LTD.; ZOE PROPERTY, LLC; LEAH
15 PROPERTY, LLC; WINK ONE, LLC; LIVE WORK, LLC; LIVE WORK
16 MANAGER, LLC; AQUARIUS OWNER, LLC; LVLP HOLDINGS, LLC;
17 MITCHELL HOLDINGS, LLC; LIEBERMAN HOLDINGS, LLC; 305 LAS VEGAS,
18 LLC; LIVE WORKS TIC SUCCESSOR, LLC; FC/LIVE WORK VEGAS, LLC, are
19 believed to be Delaware limited liability companies and/or corporations which have
20 conducted business in the State of Nevada, and are alleged on information and belief
21 to be owned and/or controlled by Defendants, LAS VEGAS LAND PARTNERS,
22 LLC, DAVID MITCHELL and BARNET LIBERMAN.

23 56. LVLP, LLC, Mitchell, and Liberman, created the various Entity Defendants, LAS
24 VEGAS LAND PARTNERS, LLC; MEYER PROPERTY, LTD.; ZOE PROPERTY,
25 LLC; LEAH PROPERTY, LLC; WINK ONE, LLC; LIVE WORK, LLC; LIVE
26 WORK MANAGER, LLC; AQUARIUS OWNER, LLC; LVLP HOLDINGS, LLC;
27 MITCHELL HOLDINGS, LLC; LIEBERMAN HOLDINGS, LLC; 305 LAS VEGAS,
28 LLC; LIVE WORKS TIC SUCCESSOR, LLC; FC/LIVE WORK VEGAS, LLC, on

information and belief, and used multiple sophisticated counsel for purposes of secreting, hiding, and conveying away valuable assets that were available to satisfy creditors such as Plaintiffs as alleged more specifically hereinafter (hereinafter referred to as the "Asset Protection Scheme").

57. That Plaintiffs do not at present know the true names and identities of those Entity Defendants, both corporate and individual, herein joined by fictitious names, but is informed and believes and therefore alleges that said Entity Defendants, are agents, employees, servants and representatives of the named Entity Defendants, or persons and entities acting in concert with the named Entity Defendants with respect to the premises herein plead, who are liable to the Plaintiffs by reason thereof, and the Plaintiffs pray leave to amend this Complaint to insert their true names and identities with appropriate allegations when the same becomes known.

58. Upon information and belief, part of the Asset Protection Scheme contemplated that the majority of the purported equity interests in the asset protection entities referred to two paragraphs above be held in the name of LAS VEGAS LAND PARTNERS, LLC, or an associated entity, all of which were and are in reality controlled by DAVID J. MITCHELL and BARNET LIBERMAN.

59. Upon information and belief, LAS VEGAS LAND PARTNERS, LLC received its equity interests in the asset protection entities gratuitously, or for wholly inadequate consideration.

60. Upon information and belief, LAS VEGAS LAND PARTNERS, LLC is the nominal holders of the alleged interests, in the entity defendants, and takes its direction from DAVID J. MITCHELL and BARNET LIBERMAN, in managing and operation in the asset protection entities, which exist merely to help Entity Defendants, LAS VEGAS LAND PARTNERS, LLC, DAVID J. MITCHELL and BARNET LIBERMAN protect the assets of LAS VEGAS LAND PARTNERS, LLC from judgment creditors such as Plaintiffs.

61. Plaintiff is informed and believes, that the Entity Defendants are the recipients of

1 fraudulent transfers of real property, monies, and other valuable assets as hereinafter
2 alleged.

3 62. Nype obtained a judgment against LVLP on or about April 10, 2015, and initiated
4 post-judgment collection and discovery efforts during the Summer of 2015.

5 63. The first post-judgment discovery documentation received by NYPE were various tax
6 returns and limited related information for LVLP, subsequently followed by various
7 bank statements and financial ledger documentation, which production occurred from
8 approximately late August, 2015 through and including November 2015.

9 64. Most of the documentation so produced was already stale dated even when produced,
10 (for example, the bank statements only being current through early 2014, despite
11 producing documentation in late 2015.

12 65. While the documentation produced in the latter half of 2015 disclosed some
13 suspicious circumstances and questionable transactions, it became clear that
14 substantial additional source documents would be required to flesh out and understand
15 precisely what had occurred.

16 66. Based on a preliminary review of the newly disclosed bank statements and ledgers, it
17 was noted that there was a comingling of funds related to various payments that
18 appear to be made on behalf of other entities. Although not all of the canceled checks
19 were provided, the bank statements of Las Vegas Land Partners, LLC located at Bates
20 LVLP01-00001 to LVLP 08-00016 are indicative of usage by numerous related party
21 entities. An example of the comingling can be found at LVLP 07-00047, more
22 specifically checks number 1287, 1288 and 1289 payable to the Clark County
23 Treasurer for parcels that do not appear to be recorded in the name of Las Vegas Land
24 Partners, LLC and LVLP07-00048 more specifically checks number 1292 and 1293
25 payable to Delaware Secretary of State to register other entities.

26 67. Documents provided by Las Vegas Land Partners, LLC consisting of a simple check
27 register covering the period 1/13/11 to 4/27/15 also supports that conclusion with the
28 same date, payee and dollar amount information found on the checks.

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- 1 68. A review of the full tax returns of LVLP Holdings, LLC provided at Bates LVLP09-
2 00001 to LVLP17-0064 Forms 1065 for calendar years 2005 to 2013 was first
3 possible in the late fall of 2015 as well. The tax returns are indicative of a combination
4 and consolidation of several related party Limited Liability Companies.
- 5 69. The organizational documents located at Bates LVLP18-00001 to LVLP19-00202
6 indicate that Las Vegas Land Partners, LLC is the single equity member of Wink One,
7 LLC and Livework Manager, LLC (who is the sole equity member of Livework,
8 LLC).
- 9 70. The members of Las Vegas Land Partners, LLC are Barnet Liberman and David
10 Mitchell (Bates LVLP19-00033-35).
- 11 71. There is no explanation for the usage of "LVLP Holdings, LLC" as the filing entity
12 for the tax returns. There are numerous real estate parcels, equity interests and sources
13 of income arising from the various consolidated entities listed on the tax returns of
14 LVLP Holdings, LLC that are not traceable to the ledgers provided by Las Vegas Land
15 Partners, LLC.
- 16 72. Additionally there are numerous known sources of cash flow for example arising from
17 Wink One, LLC related to the RTC Lease that are not traceable to the accounting
18 records.
- 19 73. During the Summer of 2016, NYPE again promulgated detailed specific written
20 discovery requests to LVLP, which requests were partially complied with in the form
21 of additional tax returns and ledger documentation, but mostly objected to.
- 22 74. NYPE found it necessary to file a Motion to Compel discovery, and an Order resulting
23 from many months of contested discovery disputes was finally entered by the Court
24 on or about February 2, 2017.
- 25 75. A substantial volume of additional documentation was ultimately produced, after
26 repeated efforts by NYPE, which disclosed additional improprieties, misconduct, and
27 transactions by LVLP and its principals designed to effectively render LVLP insolvent
28 ...

- 1 and unable to respond in damages, which transactions will be discussed, in part,
2 hereinafter.
- 3 76. To date, however, the Order Compelling Discovery of February 2, 2017 has only been
4 partially complied with and there remain substantial deficiencies and blocks of
5 documentation that could and should have been produced, but was not. NYPE intends
6 to seek the missing documentation and discovery information required to fully flesh
7 out NYPE's allegations and complaint through supplemental discovery proceedings
8 in the original case, as well as through discovery activity in this newer case.
- 9 77. Even the documents produced from January through March, 2017, are inherently
10 contradictory and do not match the data reported on the tax returns.
- 11 78. As one key example, however, of the importance of having accurate and complete
12 source records, attached hereto as Exhibit "1" and by this reference incorporated
13 herein is a certification by LVLP's New Jersey CPA for the first time disclosing that
14 various affiliated and associated entities are disregarded for tax and accounting
15 purposes, and are all reported through LVLP Holdings, LLC's business tax return.
- 16 79. The partial and incomplete documentation produced in both the fall of 2015, and
17 2017, does show extensive co-mingling, a failure to keep separate and adequate
18 accounting records for various affiliates and associated companies, a decided lack of
19 concrete detail, and an absolute failure to account for and explain various cash flow
20 entries.
- 21 80. Gain the incomplete documentation produced to date, Plaintiff is unable to
22 determine where LVLP's cash flow is coming from, or where the resulting cash flow
23 is being applied.
- 24 81. On information and belief, the documentation available shows that LVLP, its
25 affiliates and associated entities are shifting money between one entity and the other
26 to pay bills and cover expenses as needed, and not in any coherent or recurring logical
27 form.
- 28

- 1 82. The data that has been provided does not match LVLP tax returns, for example
2 failing to disclose substantial income.
3
4 83. Part of the data provided appears to account for, in part, the financial transactions
5 and relationship between LVLP and its joint venture partner (the entity which Nype
6 procured to provide financing for LVLP's projects), Forest City Enterprises.
7
8 84. The data available to date appears to show that arrangements were made with
9 Forest City to utilize LVLP's share of revenue and cash flow to reduce debt and build
10 equity, resulting in an absence of actual cash receipt by LVLP.
11
12 85. Despite what those records are showing, however, the tax returns are wholly silent
13 and fail to disclose the accrual of any imputed income or equity with respect to the
14 Forest City Joint Ventures, despite the fact that the joint venture documents suggest
15 that LVLP's share of revenue is being used to pay down debt and build equity, which
16 would legally result in the accrual of taxable income which the law requires to be
17 accurately reported .
18
19 86. Indeed, until the preliminary information was received in the Fall of 2015 as
20 supplemented by the early 2017 production, LVLP, based on the tax returns and
21 documentation it had previously supplied, continued to operate, appeared to have
22 assets, appeared to be paying taxes as accrued, and continued to vigorously defend
23 itself.
24
25 87. One particular item first disclosed in the late Winter of 2017 is a statement by the
26 acknowledged accountant for LVLP that numerous of the other defendant entities
27 herein are "disregarded for tax purposes", meaning, on information and belief, that
28 their revenue and expenses, as well as income and liabilities, while being nominally
contained in a separate legal entity, are a practical matter, and as recognized by
Federal Taxing Authorities, one and the same as LVLP.
88. Additional discovery information fleshed out in 2016 and early 2017 includes the fact
that LVLP is at the present time effectively insolvent, despite showing millions of

- 1 dollars of networth on its tax returns, and has been forced to pay its attorneys in both
2 the prior litigation and the present litigation through personal checks and credit cards
3 of Mitchell and/or Liberman, or through affiliate entities.
- 4
- 5 89. Much of the newly received financial data also discloses that corporate filing fees for
6 numerous of the defendants herein had been paid, *ad hoc*, from LVLP bank accounts,
7 interchangeably, despite said entities nominally maintaining or claiming separate legal
8 status.
- 9
- 10 90. Plaintiffs RUSSELL L. NYPE and the REVENUE PLUS, LLC (hereinafter
11 collectively referred to as "Nype") were Defendants in a case originally initiated by
12 current Defendants, LAS VEGAS LAND PARTNERS, LLC, LIVE WORK, LLC and
13 ZOE PROPERTIES, LLC in the Eighth Judicial District Court in Clark County,
14 Nevada under Case No. A551073, which case commenced on or about November 2,
15 2007 (hereinafter the "First Case").
- 16
- 17 91. Nype counterclaimed in that case with regard to his prior business dealings with LAS
18 VEGAS LAND PARTNERS, LLC, its associate entities, and its principals, BARNET
19 LIBERMAN (hereinafter "Liberman") and DAVID J. MITCHELL (hereinafter
20 "Mitchell"), seeking compensation which he had been promised and which he had
21 earned during the course of the parties ongoing business dealings regarding the
22 development of numerous Las Vegas real estate holdings.
- 23
- 24 92. On information and belief, during the pendency of those proceedings, and after
25 defaulting on their obligations to Nype, Liberman and Mitchell undertook the process
26 of creating various affiliated and associate entities, including but not limited to several
27 of the asset protection entities alleged hereinabove, utilizing sophisticated corporate
28 and asset protection counsel.
93. After years of protracted litigation, Nype ultimately obtained a judgment against LAS VEGAS LAND PARTNERS, LLC on or about April 10, 2015 in the principal amount of \$2,608,797.50.

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94. As alleged hereinabove, upon information and belief, pursuant to the Asset Protection Scheme, on various dates spanning 2007 through the present, Defendant LAS VEGAS LAND PARTNERS, LLC commenced multiple real property and equity ownership transfers to convey its valuable property interests, to one or more the asset protection entities which asset protection entities continue to hold the subject property or which have subsequently transferred such to additional entities in which Liberman, Mitchell, and or LVLP hold substantial beneficial interests.
95. In addition to the numerous real property conveyances alleged hereinabove, and totally unbeknownst to Nype at the time LAS VEGAS LAND PARTNERS, LLC transferred literally millions of dollars in monies and liquidated funds to its principals, LIBERMAN and MITCHELL, during a time that LAS VEGAS LAND PARTNERS, LLC, knew or reasonably should have known of Nype's substantial monetary claims against it.
96. The real estate and monetary transfers alleged hereinabove effectively rendered LAS VEGAS LAND PARTNERS insolvent, and unable to pay its debts on a regular basis as they matured, including but not limited to the monies that the Eighth Judicial District Court has determined are owed to Nype.
97. Upon information and belief, the aforesaid actions of all Defendants were undertaken consciously, knowingly, willfully, and specifically in an effort to defeat and avoid Plaintiff's rights which were being pursued in the First Case.
98. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, **LIBERMAN AND MITCHELL** were and are the alter ego of LAS VEGAS LAND PARTNERS, LLC, that said Defendant did and still does dominate, influence and control of LAS VEGAS LAND PARTNERS, LLC, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework

1 which LAS VEGAS LAND PARTNERS, LLC used and still use to conduct their
2 business affairs; that each such entity is and remains inadequately capitalized; and that
3 an injustice and fraud upon Plaintiff will result if the theoretical separateness of LAS
4 VEGAS LAND PARTNERS, LLC entity is not disregarded and the said Defendant
5 held liable for all relief being caught herein.

6 99. Upon information and belief, Plaintiff is informed and believes and thereon alleges
7 that at all times herein mentioned Defendants, **MEYER PROPERTY, LLC** was and
8 is the alter ego of MEYER PROPERTY, LLC, that said Defendants did and still do
9 dominate, influence and control of MEYER PROPERTY, LLC, that there existed and
10 still exists a unity of ownership between them; that the individuality and separateness
11 of each entity was and remains non-existent; that each such entity was and remains a
12 mere shell and naked framework which LAS VEGAS LAND PARTNERS, LLC,
13 MITCHELL and LIBERMAN used and still use to conduct their business affairs; that
14 each such entity is and remains inadequately capitalized; and that an injustice and
15 fraud upon Plaintiff will result if the theoretical separateness of MEYER PROPERTY,
16 LLC entity is not disregarded and the said Defendant held liable for all relief being
17 caught herein.

18 100. Upon information and belief, Plaintiff is informed and believes and thereon alleges
19 that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS,**
20 **LLC, LIBERMAN and MITCHELL** were and are the alter ego of ZOE
21 PROPERTY, LLC, that said Defendants did and still do dominate, influence and
22 control of **ZOE PROPERTY, LLC**, that there existed and still exists a unity of
23 ownership between them; that the individuality and separateness of each entity was
24 and remains non-existent; that each such entity was and remains a mere shell and
25 naked framework which LAS VEGAS LAND PARTNERS, LLC, MITCHELL and
26 LIBERMAN used and still use to conduct their business affairs; that each such entity
27 is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff
28

- 1 will result if the theoretical separateness of **ZOE PROPERTY, LLC** entity is not
2 disregarded and the said Defendant held liable for all relief being caught herein.
- 3 101. Upon information and belief, Plaintiff is informed and believes and thereon alleges
4 that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS,**
5 **LLC, LIBERMAN and MITCHELL** were and are the alter ego of **LEAH**
6 **PROPERTY, LLC**, that said Defendants did and still do dominate, influence and
7 control of **LEAH PROPERTY, LLC**, that there existed and still exists a unity of
8 ownership between them; that the individuality and separateness of each entity was
9 and remains non-existent; that each such entity was and remains a mere shell and
10 naked framework which **LAS VEGAS LAND PARTNERS, LLC, MITCHELL** and
11 **LIBERMAN** use and still use to conduct their business affairs; that each such entity
12 is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff
13 will result if the theoretical separateness of **LEAH PROPERTY, LLC**, if entity is not
14 disregarded and the said Defendant held liable for all relief being caught herein.
- 15 102. Upon information and belief, Plaintiff is informed and believes and thereon alleges
16 that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS,**
17 **LLC** were and are the alter ego of **WINK ONE, LLC**, that said Defendant did and
18 still does dominate, influence and control of **LAS VEGAS LAND PARTNERS, LLC**,
19 that there existed and still exists a unity of ownership between them; that the
20 individuality and separateness of each entity was and remains non-existent; that each
21 such entity was and remains a mere shell and naked framework which **WINK ONE,**
22 **LLC** used and still use to conduct their business affairs; that each such entity is and
23 remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will
24 result if the theoretical separateness of **WINK ONE, LLC** if entity is not disregarded
25 and the said Defendant held liable for all relief being caught herein
- 26 103. Upon information and belief, Plaintiff is informed and believes and thereon alleges
27 that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS,**
28

- 1 LLC were and are the alter ego of **LIVE WORK, LLC**, that said Defendant did and
2 still does dominate, influence and control of **LAS VEGAS LAND PARTNERS, LLC**,
3 that there existed and still exists a unity of ownership between them; that the
4 individuality and separateness of each entity was and remains non-existent; that each
5 such entity was and remains a mere shell and naked framework which **LIVE WORK,**
6 **LLC** used and still use to conduct their business affairs; that each such entity is and
7 remains inadequately capitalized; and that an injustice and fraud upon
8
9 104. Plaintiff will result if the theoretical separateness of **LIVE WORK, LLC** if entity is
10 not disregarded and the said Defendant held liable for all relief being caught herein.
11
12 105. Upon information and belief, Plaintiff is informed and believes and thereon alleges
13 that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS,**
14 **LLC** were and are the alter ego of **LIVE WORK MANAGER, LLC**, that said
15 Defendant did and still does dominate, influence and control of **LAS VEGAS LAND**
16 **PARTNERS, LLC**, that there existed and still exists a unity of ownership between
17 them; that the individuality and separateness of each entity was and remains non-
18 existent; that each such entity was and remains a mere shell and naked framework
19 which **LIVE WORK MANAGER, LLC** used and still use to conduct their business
20 affairs; that each such entity is and remains inadequately capitalized; and that an
21 injustice and fraud upon Plaintiff will result if the theoretical separateness of **LIVE**
22 **WORK MANAGER, LLC** entity is not disregarded and the said Defendant held
23 liable for all relief being caught herein.
24
25 106. Upon information and belief, Plaintiff is informed and believes and thereon alleges
26 that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS,**
27 **LLC**, was and are the alter ego of **AQUARIUS OWNER, LLC**, that said Defendant
28 did and still does dominate, influence and control of **LAS VEGAS LAND**
PARTNERS, LLC, that there existed and still exists a unity of ownership between
them; that the individuality and separateness of each entity was and remains non-

1 existent; that each such entity was and remains a mere shell and naked framework
2 which **AQUARIUS OWNER, LLC** used and still use to conduct their business
3 affairs; that each such entity remains inadequately capitalized; and that an injustice
4 and fraud upon Plaintiff will result if the theoretical separateness of **AQUARIUS**
5 **OWNER, LLC** entity is not disregarded and the said Defendant held liable for all
6 relief being caught herein.

7 107. Upon information and belief, Plaintiff is informed and believes and thereon alleges
8 that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS,**
9 **LLC** were and are the alter ego of **LVLPHOLDINGS, LLC**, that said Defendant did
10 and still does dominate, influence and control of **LAS VEGAS LAND PARTNERS,**
11 **LLC**, that there existed and still exists a unity of ownership between them; that the
12 individuality and separateness of each entity was and remains non-existent; that each
13 such entity was and remains a mere shell and naked framework which **LVLPHOLDINGS, LLC**
14 used and still use to conduct their business affairs; that each such
15 entity is and remains inadequately capitalized; and that an injustice and fraud upon
16 Plaintiff will result if the theoretical separateness of **LVLPHOLDINGS, LLC** entity
17 is not disregarded and the said Defendant held liable for all relief being caught herein.

18 108. Upon information and belief, Plaintiff is informed and believes and thereon alleges
19 that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS,**
20 **LLC**, were and are the alter ego of **MITCHELL HOLDINGS, LLC**, that said
21 Defendant did and still does dominate, influence and control of **LAS VEGAS LAND**
22 **PARTNERS, LLC**, that there existed and still exists a unity of ownership between
23 them; that the individuality and separateness of each entity was and remains non-
24 existent; that each such entity was and remains a mere shell and naked framework
25 which **MITCHELL HOLDINGS, LLC** used and still use to conduct their business
26 affairs; that each such entity is and remains inadequately capitalized; and that an
27 injustice and fraud upon Plaintiff will result if the theoretical separateness
28

MITCHELL HOLDINGS, LLC entity is not disregarded and the said Defendant held liable for all relief being caught herein.

109. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS, LLC** were and are the alter ego of **LIEBERMAN HOLDINGS, LLC**, that said Defendant did and still does dominate, influence and control of **LAS VEGAS LAND PARTNERS, LLC**, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which **MITCHELL HOLDINGS, LLC**, used and still use to conduct their business affairs; that each such entity is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of **MITCHELL HOLDINGS, LLC** entity is not disregarded and the said Defendant held liable for all relief being caught herein.

110. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, **LAS VEGAS LAND PARTNERS, LLC**, were and are the alter ego of **305 LAS VEGAS, LLC**, that said Defendant did and still does dominate, influence and control of **LAS VEGAS LAND PARTNERS, LLC**, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which **305 LAS VEGAS, LLC**, used and still use to conduct their business affairs; that each such entity is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of **LAS VEGAS LAND PARTNERS, LLC** entity is not disregarded and the said Defendant held liable for all relief being caught herein.

111. Upon information and belief, Plaintiff is informed and believes and thereon alleges

that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS, LLC, was and are the alter ego of **LIVE WORKS TIC SUCCESSOR, LLC**, that said Defendant did and still does dominate, influence and control of LAS VEGAS LAND PARTNERS, LLC, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which **LIVE WORKS TIC SUCCESSOR, LLC** used and still use to conduct their business affairs; that each such entity is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of LAS VEGAS LAND PARTNERS, LLC entity is not disregarded and the said Defendant held liable for all relief being caught herein.

112. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS, LLC, were and are the alter ego of **FC/LIVE WORK VEGAS, LLC**, that said Defendant did and still does dominate, influence and control of LAS VEGAS LAND PARTNERS, LLC, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which **FC/LIVE WORK VEGAS, LLC** used and still use to conduct their business affairs; that each such entity is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of LAS VEGAS LAND PARTNERS, LLC entity is not disregarded and the said Defendant held liable for all relief being caught herein.

113. Upon information and belief, Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendants, LAS VEGAS LAND PARTNERS, LLC, were and are the alter ego of **CASINO COOLIDGE, LLC**, that said Defendant did and still does dominate, influence and control of LAS VEGAS LAND

PARTNERS, LLC, that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which **CASINO COOLIDGE, LLC** used and still use to conduct their business affairs; that each such entity is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of LAS VEGAS LAND PARTNERS, LLC entity is not disregarded and the said Defendant held liable for all relief being caught herein.

114. This New Case is effectively an extension and development of the first litigation, and is an effort by Plaintiffs to avoid the wrongful misconduct of Defendants and each of them, in attempting to avoid NYPE's creditor rights and protect the assets of LAS VEGAS LAND PARTNERS, LLC, which were, are, and should be available to satisfy Plaintiff's claims.

FIRST CLAIM FOR RELIEF

(Constructive Trust)

115. Plaintiff incorporates by reference paragraphs 1 through 114 as though fully set forth.
116. Pursuant to the pending litigation in the First Case, it was understood that options or equity in various Real Estate parcels owned by LAS VEGAS LAND PARTNERS, LLC in or about 2006, as well as "Choses In Action" such as equity ownership in various affiliated entities, would be available to satisfy Plaintiff's judgment.
117. Defendants knew or reasonably should have known, that the subject property interests were valuable, and that the legitimate equity in the subject real property or beneficial ownership of the affiliate entities and limited liability ownership interest would be sufficient to satisfy Nype's claim, but for the fraudulent conveyances alleged herein.
118. Defendants transferred, hypothecated and encumbered the various property for improper purposes and inadequate consideration.

- 1 119. All of the foregoing facts make it just and equitable that this court impose and
2 declare a constructive trust upon the subject property interests, and any proceeds
3 therefrom, in favor of Plaintiffs.
4
5 120. The court can and should declare a lien against the subject properties, order the
6 sale thereof, and/or order the payment of all rents or monies received from the subject
7 property to Plaintiffs herein.
8
9 121. It has been necessary for Plaintiff to retain the services of an attorney to prosecute
10 this action and Plaintiff is therefore entitled to an award of reasonable attorneys' fees

SECOND CLAIM FOR RELIEF

(Fraudulent Conveyance)

- 11 122. Plaintiff incorporates by reference paragraphs 1 through 121 as though fully set forth.
12
13 123. Plaintiff is informed and believes, and on that basis alleges that Defendants have
14 taken numerous actions to avoid satisfying Plaintiff's claims against LAS VEGAS
15 LAND PARTNERS, LLC.
16
17 124. Plaintiff alleges on information and belief that in order to avoid potential execution
18 against real estate interests, *inter alia*, Defendants, LAS VEGAS LAND PARTNERS,
19 LLC took steps to hypothecate and transfer said property interests and cash to the
20 other Defendants herein.
21
22 125. Plaintiff is informed and believes, and on that basis alleges that such transfers by
23 Defendants were undertaken in an effort to avoid the adverse financial consequences
24 of Plaintiff's pending claims, as well as those of other creditors.
25
26 126. Plaintiff is informed and believes, and on that basis alleges that the aforementioned
27 transfers were gratuitous, or for inadequate or disguised consideration, made without
28 obligation, and made with an intent to deprive Plaintiff of its ability to recover such
funds directly from LAS VEGAS LAND PARTNERS, LLC in connection with the
monies owed to Plaintiff.
127. As a result of the aforementioned acts of Defendants, Plaintiff is entitled to a

- 1 Judgment against them, jointly and severally, in an amount in excess of \$10,000.00.
- 2
- 3 128. On or about August 14, 2015, during the course of proceedings initiated to enforce
- 4 and collect upon the judgment in the First Case, Defendant LAS VEGAS LAND
- 5 PARTNERS, LLC first provided tax returns and detail financial information which
- 6 revealed to Nype, for the first time, that it had transferred its beneficial interest in
- 7 numerous real estate parcels, and in the equity of its affiliates, as well as many
- 8 millions of dollars, to the entity defendants and/or Liberman and Mitchell, during the
- 9 ongoing pendency of the first case. In making such transfers, Defendants LAS
- 10 VEGAS LAND PARTNERS, LLC, MITCHELL and LIBERMAN have acted with
- 11 the actual intent to hinder delay and to defraud their creditors, including Nype, but
- 12 fraudulently transferring assets to insiders and the entity defendants.
- 13 129. Nype lacks an adequate remedy at law because, unless the relief sought in this
- 14 complaint is granted, LAS VEGAS LAND PARTNERS, LLC with the aid of
- 15 the other Defendants will have succeeded in fraudulently transferring its assets to
- 16 insiders and/or related entities, depriving Nype of the opportunity to collect upon the
- 17 judgment, and we see what is due and owing from LAS VEGAS LAND PARTNERS,
- 18 LLC.
- 19 130. Nype has an high probability of success on the merits in this action.
- 20 131. The aforesaid transfer of assets to insiders and/or the entity defendants was made with
- 21 actual intent to hinder, delay or defraud creditors, most significantly Nype, and these
- 22 transfers therefore constitute fraudulent transfers in violation of NRS 112.180.
- 23 132. LAS VEGAS LAND PARTNERS, LLC did not receive reasonably equivalent value
- 24 for the transfers herein alleged.
- 25 133. Defendant, LAS VEGAS LAND PARTNERS, LLC intended to incur or reasonably
- 26 should have believed they would incur debts beyond its ability to pay the same as they
- 27 become due, and thus the transfers at issue are far from transfers in violation of
- 28 Nevada law.

134. Because of the special circumstances of this case, in which LAS VEGAS LAND PARTNERS, LLC is liable for a judgment it has consistently ignored and avoided, having committed fraud to avoid the judgment and their debts to Nype, and the hiding assets and also constituting a risk of further affirmative frustration of valid efforts by Nype to collect upon his judgment, Nype is entitled to:

- (1) The appointment of receiver to take possession of the assets of LVLP, LLC;
- (2) An injunction against further dissipation, disposition, or assignment of any and all assets and property owned by LAS VEGAS LAND PARTNERS, LLC;
- (3) Any other relief that the circumstances may require, including a declaration that the transfers in question are void, and that the assets in question are subject to execution by Nype.

135. It has been necessary for Plaintiff to retain the services of an attorney to prosecute this action, and Plaintiff is, therefore, entitled to reasonable attorneys' fees.

THIRD CLAIM FOR RELIEF

(Civil Conspiracy)

136. Plaintiff incorporates by reference paragraphs 1 through 135 as though fully set forth.

137. As alleged hereinabove, and upon information and belief, the transfer of the subject real estate and equity ownership interests and substantial monetary amounts were undertaken by Defendants with full knowledge as to the relevant circumstances and in an effort to participate in transactions in derogation of the rights of Plaintiff.

138. The knowing and willful conduct of the entity Defendants in agreeing to receive the subject real property and act as a nominee for said LAS VEGAS LAND PARTNERS, LLC, LIBERMAN and MITCHELL constitute acts of civil conspiracy.

139. The Defendants, and each of them worked together in concerted actions with the intent to accomplish an unlawful purpose, vis a vis Plaintiff.

- 1 140. The purpose of the unlawful, concerted actions of Defendants was intended to, or
2 would likely result in direct harm to Plaintiff.
3
4 141. As a direct and proximate result of the aforesaid civil conspiracy, undertaken
5 between the Defendants, Plaintiff has been damaged in an amount in excess of
6 \$10,000.00.
7
8 142. As alleged hereinabove, upon information and belief, Defendants' conduct was
9 willful, knowing, intentional, and malicious, as a matter of law, entitling Plaintiff to
10 recover exemplary damages in an amount in excess of \$10,000.00.
11
12 143. That it has been necessary for Plaintiff to retain the services of an attorney to
13 prosecute this action, and Plaintiff is therefore entitled to reasonable attorneys' fees.

14 **FOURTH CLAIM FOR RELIEF**

15 **(Declaratory Relief)**

- 16 144. Plaintiff incorporates by references Paragraphs 1 through 143 as though fully set
17 forth herein.
18
19 145. A true and ripe controversy exists as to the dispute, and declaratory relief pursuant
20 to NRS 30.040 is necessary to declare the respective rights, responsibilities, and
21 obligations between the parties as a consequence of Plaintiff's judgment against LAS
22 VEGAS LAND PARTNERS, LLC, and as relates to the various transactions
23 undertaken by Defendants, including but not limited to transactions involving various
24 parcels of valuable Las Vegas Real Estate and the transfer of valuable equity
25 ownership interests as regards LVLP's affiliated entities.
26
27 146. For all of the reasons set forth hereinabove, Defendants have acted wrongfully and
28 in violation of Plaintiffs rights as a Creditor, and a direct declaration as to the
invalidity of Defendants' transfers, and the viability of Plaintiff's Judgment Lien
against real estate as a priority lien (subject only to legitimate preexisting senior
encumbrance), and as a valid perfected security interest as regards valuable personal
property interests is appropriate, and should be determined and declared by the court.

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147. That it has been necessary for the Plaintiff to retain the services of an attorney to prosecute this action and plaintiff is therefore entitled to reasonable attorneys fees.

FIFTH CLAIM FOR RELIEF

(Alter Ego)

148. Plaintiff incorporates by references Paragraphs 1 through 147 As though fully set forth herein.
149. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, Defendants, DAVID J. MITCHELL; BARNET LIBERMAN; LAS VEGAS LAND PARTNERS, LLC; MEYER PROPERTY, LTD.; ZOE PROPERTY, LLC; LEAH PROPERTY, LLC; WINK ONE, LLC; LIVE WORK, LLC; LIVE WORK MANAGER, LLC; AQUARIAS OWNER, LLC; LVLP HOLDINGS, LLC; MITCHELL HOLDINGS, LLC; LIEBERMAN HOLDINGS, LLC; 305 LAS VEGAS LLC; LIVE WORKS TIC SUCCESSOR, LLC; FC/LIVE WORK VEGAS, LLC, CASINO COOLIDGE, LLC, and each of them, were and remain the alter-egos of each other; that said Defendants did and still do dominate, influence and control each other; that there existed and still exists a unity of ownership between them; that the individuality and separateness of each entity was and remains non-existent; that each such entity was and remains a mere shell and naked framework which the other Defendants used and still use to conduct their business affairs; that each such entity is and remains inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the theoretical separateness of the Defendant entities is not disregarded and each such Defendant held liable for all relief being sought herein.
150. Upon information and belief, to the extent that one or more of the Defendant entities is nominally owned or operated by or through LAS VEGAS LAND PARTNERS, LIBERMAN or MITCHELL with respect to one or more of the Defendant entities, which entities as a practical matter exist with functional unity of ownership in said Defendants, LAS VEGAS LAND PARTNERS, LIBERMAN or

MITCHELL, the true and factual individuality and separateness of each such entity was and remains non-existent; each such entity was and remains a mere shell and naked framework, which Defendants LAS VEGAS LAND PARTNERS, LIBERMAN or MITCHELL utilize, through the offices of said Defendants LAS VEGAS LAND PARTNERS, LIBERMAN or MITCHELL and/or through nominees and others to conduct their business affairs. Each such entity is, upon information and belief, merely another nominal manifestation of the business and financial affairs of Defendants LAS VEGAS LAND PARTNERS, LIBERMAN or MITCHELL, and to recognize any such separate entity would work as separate and distinct from Defendants LAS VEGAS LAND PARTNERS, LIBERMAN or MITCHELL, an injustice and fraud upon Plaintiff, to the extent the theoretical or putative separateness of such entity is not disregarded and said nominal Defendants held liable for all the relief being sought herein.

151. As a matter of both statutory common law, and prior declarations of the Eighth Judicial District Court, it is appropriate that the Court further determine and declare that all of the aforesaid entities be held to be the Alter Egos of Defendants LAS VEGAS LAND PARTNERS, LIBERMAN or MITCHELL, and that therefore the various Defendants named herein can and should be jointly and severely liable to the Plaintiff with regard to all claims asserted.
152. That it has been necessary for the Plaintiff to retain the services of an attorney to prosecute this action and plaintiff is therefore entitled to reasonable attorneys fees.

WHEREFORE, Plaintiff prays for judgment against Defendants and each of them as follows:

1. For a sum in excess of \$10,000.00;
2. For exemplary damages in an amount in excess of \$10,000.00;
3. For the imposition of a constructive trust upon the various parcels of real property and valuable equity ownership interests formerly owned by LAS VEGAS LAND

- 1 PARTNERS, LLC for the benefit of Plaintiff;
- 2
- 3 4. For an order requiring the sale of the parcels of real estate and valuable ownership
- 4 interest and an order directing the payment of all rents with regard to the subject real
- 5 property be made to the order of Plaintiff herein;
- 6 5. For the Appointment of a Receiver;
- 7 6. For interest upon all damages which Plaintiff recovers at the Nevada Statutory rate.
- 8 7. For a declaration as to the invalidity of Defendants' transactions as regards to the
- 9 various valuable real estate interests and equity ownership interests formerly owned
- 10 by LAS VEGAS LAND PARTNERS, LLC, and a further declaration that Plaintiff's
- 11 Judgment Lien is valid and stands as a priority lien, subject only to legitimate senior
- 12 encumbrances.
- 13 7. For a determination that the Defendants are the alter egos of each other , and should
- 14 all be held liable to Plaintiff, jointly and severally, for the damages sought herein.
- 15 8. The actions by Defendant, LAS VEGAS LAND PARTNERS, LLC, in conjunction
- 16 with the other Defendants, to convey valuable property and monies to other
- 17 Defendants with the intent to deprive Plaintiff of its ability to recover funds was
- 18 undertaking in a knowing, willful, intentional, and malicious manner, which under
- 19 Nevada law constitute malice and is sufficient grounds to invoke the availability of
- 20 exemplary damages against Defendants, and each of them.
- 21 9. As a consequence of the willful malicious and intentional misconduct of the
- 22 Defendants and each of them, Nype is entitled to recover exemplary damages from
- 23 each Defendant in accordance with Nevada Law, in an amount in excess of
- 24 \$10,000.00, the precise amount to be proven at time of trial;

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10. For reasonable attorneys' fees for the prosecution of this suit; and
11. For such other and further relief as the Court may deem just and proper.
DATED this 21st day of August, 2017.

JOHN W. MUIJE & ASSOCIATES

By: _____

JOHN W. MUIJE, ESQ.
Nevada Bar No. 2419
1840 E. Sahara Ave #106
Las Vegas, Nevada 89104
Telephone: (702) 386-7002
Fax No: (702) 386-9135
Email: jmuije@muijelawoffice.com
Attorneys for Plaintiffs

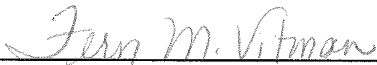
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of JOHN W. MUIJE & ASSOCIATES, and that on the 21ST day of August, 2017, I caused to be served a true and correct copy of the foregoing **FIRST AMENDED COMPLAINT FOR: (1) CONSTRUCTIVE TRUST; (2) FRAUDULENT CONVEYANCE; (3) CONSPIRACY TO DEFRAUD; (4) DECLARATORY RELIEF; AND (5) ALTER EGO**, in the following manner:

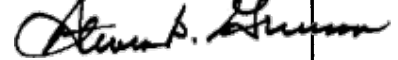
- ☐ by placing a copy of the same for mailing in the United States mail, with first class postage prepaid addressed as follows; and/or
- ☒ by electronically filing with the Clerk of the Court via the Odyssey E-File and Serve System;
- ☐ by placing a copy of the same for mailing in the United States mail, with first class postage prepaid marked certified return receipt requested addressed as follows:
via facsimile at the facsimile number listed below; and/or
- ☐ pursuant to EDCR 7.26, by causing a copy to be sent via facsimile at the number(s) listed below; and/or
- ☐ by hand-delivering a copy to the party or parties as listed below:

Garry L. Hayes, Esq.
HAYES & WELSH
199 Arroyo Grande, #200
Henderson, Nevada 89074
Telephone: (702) 434-3444
Facsimile: (702) 434-3739
E-Mail: ghayes@lvlaw.com
Attorneys for Defendants

Micah S. Echols, Esq.
MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89134
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
E-Mail: mechols@maclaw.com
Attorneys for Plaintiffs/Counter-Defendant


An employee of JOHN W. MUIJE & ASSOCIATES

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1 ANAC
2 GARRY L. HAYES, ESQ.
3 Nevada State Bar No. 1540
4 MEGAN K. MAYRY MCHENRY, ESQ.
5 Nevada State Bar No. 9119
6 LAW OFFICE OF HAYES & WELSH
7 199 North Arroyo Grande Blvd., Suite 200
8 Henderson, Nevada 89074
9 Phone: 702-832-5592
10 Fax: 702-434-3739
11 m.mayry@lvlaw.com ; L.finchio@nevlaw.com
12 *Attorneys for Defendants*

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 RUSSELL L. NYPE; REVENUE PLUS, LLC;
16 DOES I-X; DOE CORPORATIONS I-X; and
17 DOE PARTNERSHIPS I-X,

CASE NO.: A-16-740689-B
DEPT. NO.: XV

18 Plaintiffs,

19 v.

20 DAVID J. MITCHELL; BARNET LIBERMAN;
21 LAS VEGAS LAND PARTNERS, LLC; MEYER
22 PROPERTY, LTD.; ZOE PROPERTY, LLC;
23 LEAH PROPERTY, LLC; WINK ONE, LLC;
24 LIVE WORK, LLC; LIVE WORK MANAGER,
25 LLC; AQUARIUS OWNER, LLC; LVLP
26 HOLDINGS, LLC; MITCHELL HOLDINGS,
27 LLC; LIBERMAN HOLDINGS, LLC; 305 LAS
28 VEGAS LLC; LIVE WORKS TIC SUCCESSOR,
LLC; FC/LIVE WORK VEGAS, LLC; CASINO
COOLIDGE LLC; DOES I-III; and ROE
CORPORATIONS I-III, inclusive,

Defendants.

ANSWER TO AMENDED COMPLAINT

COME NOW Defendants, DAVID J. MITCHELL; LAS VEGAS LAND PARTNERS, LLC;
MEYER PROPERTY, LTD.; ZOE PROPERTY, LLC; LEAH PROPERTY, LLC; WINK
ONE, LLC; LIVE WORK, LLC; LIVE WORK MANAGER, LLC; AQUARIUS OWNER,
LLC; LVLP HOLDINGS, LLC; MITCHELL HOLDINGS, LLC; LIBERMAN HOLDINGS,

LAW OFFICE OF
HAYES & WELSH
A PROFESSIONAL CORPORATION
199 NORTH ARROYO GRANDE BLVD., SUITE 200
HENDERSON, NEVADA 89074
(702) 434-3444 FAX (702) 434-3739

1 LLC; LIVE WORKS TIC SUCCESSOR, LLC; and CASINO COOLIDGE LLC, through
2 their attorneys of record, the Law Office of Hayes & Welsh, and in answer to Plaintiffs'
3 Amended Complaint (hereafter the "Complaint") on file herein, denies, admits and alleges as
4 follows:
5

6 **GENERAL FACTUAL ALLEGATIONS**

7 1. Answering paragraph 1 of the Complaint, Defendants are without
8 sufficient information to enable them to answer the allegations contained therein, and
9 therefore deny the same.
10

11 2. Answering paragraph 2 of the Complaint, Defendants admit the allegations
12 contained therein.

13 3. Answering paragraph 3 of the Complaint, Defendants are without
14 sufficient information to enable them to answer the allegations contained therein, and
15 therefore deny the same.
16

17 4. Answering paragraph 4 of the Complaint, Defendants deny the allegations
18 contained therein.

19 5. Answering paragraph 5 of the Complaint, Defendants admit the allegations
20 contained therein.

21 6. Answering paragraphs 6-8 of the Complaint, Defendants deny the allegations
22 contained therein.

23 7. Answering paragraph 9 of the Complaint, Defendants are without
24 sufficient information to enable them to answer the allegations contained therein, and
25 therefore deny the same.
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1 8. Answering paragraph 10 of the Complaint, Defendants deny the allegations
2 contained therein.

3 9. Answering paragraphs 11-12 of the Complaint, Defendants are without
4 sufficient information to enable them to answer the allegations contained therein, and
5 therefore deny the same.
6

7 10. Answering paragraph 13 of the Complaint, Defendants deny the
8 allegations contained therein.

9 11. Answering paragraph 14 of the Complaint, Defendants are without
10 sufficient information to enable them to answer the allegations contained therein, and
11 therefore deny the same.

12 12. Answering paragraph 15 of the Complaint, Defendants admit the
13 allegations contained therein.
14

15 13. Answering paragraph 16 of the Complaint, Defendants are without
16 sufficient information to enable them to answer the allegations contained therein, and
17 therefore deny the same.

18 14. Answering paragraphs 17-22 of the Complaint, Defendants deny the
19 allegations contained therein.
20

21 15. Answering paragraph 23 of the Complaint, Defendants admit the allegations
22 contained therein.

23 16. Answering paragraphs 24-25 of the Complaint, Defendants deny the
24 allegations contained therein.

25 17. Answering paragraph 26 of the Complaint, Defendants admit the allegations
26 contained therein.
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1 18. Answering paragraphs 27-29 of the Complaint, Defendants deny the
2 allegations contained therein.

3 19. Answering paragraphs 30-33 of the Complaint, Defendants deny the
4 allegations contained therein.

5 20. Answering paragraph 34 of the Complaint, Defendants admit the allegations
6 contained therein.

7 21. Answering paragraphs 35-37 of the Complaint, Defendants deny the
8 allegations contained therein.

9 22. Answering paragraphs 36-37 of the Complaint, Defendants deny the
10 allegations contained therein.

11 23. Answering paragraph 38 of the Complaint, Defendants are without
12 sufficient information to enable them to answer the allegations contained therein, and
13 therefore deny the same.

14 24. Answering paragraph 39, Defendants are without sufficient information to
15 enable them to answer the allegations contained therein, and therefore deny the same.

16 25. Answering paragraphs 40-48, Defendants deny the allegations contained
17 therein.

18 26. Answering paragraphs 49-50, Defendants are without sufficient
19 information to enable them to answer the allegations contained therein, and therefore
20 deny the same.

21 27. Answering paragraph 51, Defendants deny the allegations contained therein.

22 28. Answering paragraphs 52-61, Defendants deny the allegations contained
23 therein.

24 29. Answering paragraph 62, Defendants admit the allegations contained therein.
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1 30. Answering paragraphs 63-68, Defendants deny the allegations contained
2 therein.

3 31. Answering paragraph 69, Defendants are without sufficient information to
4 enable them to answer the allegations contained therein, and therefore deny the same.
5

6 32. Answering paragraph 70, Defendants admit the allegations contained therein.

7 33. Answering paragraph 71, Defendants are without sufficient
8 information to enable them to answer the allegations contained therein, and therefore deny
9 the same.

10 34. Answering paragraphs 72-85, Defendants deny the allegations contained
11 therein.

12 35. Answering paragraph 86, Defendants are without sufficient information to
13 enable them to answer the allegations contained therein, and therefore deny the same.
14

15 36. Answering paragraphs 87-89, Defendants deny the allegations contained
16 therein.

17 37. Answering paragraph 90, Defendants admit the allegations contained therein.

18 38. Answering paragraph 91, Defendants deny the allegations contained therein.

19 39. Answering paragraph 92, Defendants deny the allegations contained therein.

20 40. Answering paragraph 93, Defendants admit the allegations contained therein.

21 41. Answering paragraphs 94-103, Defendants deny the allegations contained
22 therein.

23 42. Answering paragraph 104, Defendants are without sufficient information
24 to enable them to answer the allegations contained therein, and therefore deny the same.
25

26 43. Answering paragraphs 105-114, Defendants deny the allegations contained
27 therein.
28

FIRST CLAIM FOR RELIEF
(Constructive Trust)

44. Answering paragraph 115 incorporating the preceding paragraphs of the Complaint, Defendants incorporate paragraphs 1-43 of their Answer as though fully set forth herein.

45. Answering paragraphs 116-121 of the Complaint, Defendants deny the allegations contained therein.

SECOND CLAIM FOR RELIEF
(Fraudulent Conveyance)

46. Answering paragraph 122 incorporating the preceding paragraphs of the Complaint, Defendants incorporate paragraphs 1-45 of their Answer as though fully set forth herein.

47. Answering paragraphs 123-135 of the Complaint, Defendants deny the allegations contained therein.

THIRD CLAIM FOR RELIEF
(Civil Conspiracy)

48. Answering paragraph 136 incorporating the preceding paragraphs of the Complaint, Defendants incorporate paragraphs 1-47 of their Answer as though fully set forth herein.

49. Answering paragraphs 137-143 of the Complaint, Defendants deny the allegations contained therein.

FOURTH CLAIM FOR RELIEF
(Declaratory Relief)

50. Answering paragraph 144 incorporating the preceding paragraphs of the Complaint, Defendants incorporate paragraphs 1-49 of their Answer as though fully set forth herein.

1 51. Answering paragraphs 145-147 of the Complaint, Defendants deny the
2 allegations contained therein.

3 **FIFTH CLAIM FOR RELIEF**
4 **(Alter Ego)**

5 52. Answering paragraph 148 incorporating the preceding paragraphs of the
6 Complaint, Defendants incorporate paragraphs 1-51 of their Answer as though fully set forth
7 herein.

8 53. Answering paragraphs 149-152 of the Complaint, Defendants deny the
9 allegations contained therein.

10 54. Defendants deny that Plaintiffs are entitled to any of the relief they seek.

11 **AFFIRMATIVE DEFENSES**

12 1. Plaintiffs have failed to state a claim upon which relief can be granted.

13 2. No legal and binding agreements were ever entered into between Plaintiffs
14 and these answering Defendants.

15 3. Plaintiffs' claims are barred under the doctrine of unclean hands.

16 4. Plaintiffs' claims are barred by the doctrine of fraud.

17 5. Plaintiffs' claims are barred under the doctrine of waiver.

18 6. Any damages to Plaintiffs are the result of third parties over whom these
19 answering Defendants had no control.

20 7. Any damages incurred by Plaintiffs are a result of its own conduct.

21 8. Any damages incurred by Plaintiffs are barred by the doctrine of accord and
22 satisfaction.

23 9. Plaintiffs' claims are barred by the applicable statutes of repose.

24 10. Plaintiffs' claims are barred by the applicable statutes of limitations.

11. Plaintiffs' claims are barred by the doctrine of estoppel.
12. Plaintiffs have failed to join all necessary and indispensable parties to this lawsuit.
13. Plaintiffs have knowingly and intentionally released the Defendants from the claims at issue.
14. Plaintiffs' claims must be denied for lack of consideration.
15. The damages incurred by Defendants as a result of Plaintiffs' actions are greater than any damages incurred by Plaintiffs.
16. Plaintiffs have failed to exercise reasonable care and diligence to avoid loss and to minimize and/or mitigate any damages that Plaintiffs have suffered.
17. Plaintiffs failed to give timely and reasonable notice of their claims.
18. Plaintiffs' claims are barred by the doctrine of laches.
19. Plaintiffs' claims are barred by the statute of frauds.
20. Plaintiffs' claims are barred by the parol evidence rule.
21. Any duty of performance of Defendants is excused by reason of a breach of condition precedent by Plaintiffs.
22. Any duty of performance of Defendants is excused by reason of a breach of condition subsequent by Plaintiffs.
23. Plaintiffs' claims are barred by Plaintiffs' own breach of contract between the parties.
24. Prior to the commencement of this action, Defendants duly performed, satisfied and discharged all duties and obligations that they may have owed to Plaintiffs.
25. All or some Defendants are not subject to the personal jurisdiction of this Court.

1 26. This Court does not have subject matter jurisdiction over Plaintiffs' claims.

2 27. Jurisdiction over Plaintiffs' allegations and causes of action are outside
3 Nevada.

4 28. Some of Plaintiffs' claims are derivative and duplicative of other claims.

5 29. Plaintiffs have failed to incur any damages as result of any actionable conduct
6 by Defendants.

7 30. Plaintiffs have failed to meet the applicable pleading standards for their
8 claims.

9 31. Plaintiffs' causes of action may be rendered moot as a result of a pending
10 appeal.

11 32. Any transfers of property or money alleged by Plaintiffs were made in good
12 faith and for reasonably equivalent value.

13 33. All transfers of property or money alleged by Plaintiffs were made without
14 intent to hinder, delay or defraud.

15 34. Plaintiffs are barred from commencing or maintaining this action in Nevada
16 pursuant to NRS Chapter 86.

17 35. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not
18 have been alleged herein insofar as sufficient facts were not available after reasonable
19 inquiry upon the filing of Defendants' Answer to the First Amended Complaint, and
20 therefore, Defendants reserve the right to amend their Answer to allege additional affirmative
21 defenses, if subsequent investigation so warrants.

22 WHEREFORE, Defendants pray as follows:


23 1. That Plaintiffs' claims be denied;

24 2. That the Court award Defendants their costs;

- 1 3. That the Court award Defendants all of their reasonable attorneys' fees; and
2
3 4. For such other and further relief as the Court deems just and proper.

4 DATED this 5 day of September, 2017.

5 LAW OFFICE OF HAYES & WELSH

6 
7 GARRY L. HAYES, ESQ.
8 Nevada State Bar No. 1540
9 199 N. Arroyo Grande Blvd., Ste. 200
10 Henderson, NV 89074
11 Attorney for Defendants

CERTIFICATE OF SERVICE

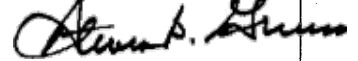
Pursuant to NRCP 5(b), and EDCR 8.05, I hereby certify that on the 5th day of
September, 2017, I served a true and correct copy of the foregoing ANSWER TO AMENDED
COMPLAINT through the Court's electronic filing and service system to:

JOHN W. MUIJE, ESQ.
John W. Muije & Associates
1840 E. Sahara Avenue, Ste. 106
Las Vegas, NV 89104
jmuije@muijelawoffice.com
Attorneys for Plaintiffs

HARRY PAUL MARQUIS, ESQ.
Harry Paul Marquis, Chartered
400 South 4th Street, Ste. 300
Las Vegas, NV 89101
harry@marquislaw.net
*Attorneys for Defendants 305 Las Vegas, LLC
and Barnet Liberman*



Employee of the Law Office of Hayes & Welsh



ANS

HARRY PAUL MARQUIS, ESQ.
Nevada Bar No. 001252

HARRY PAUL MARQUIS, CHTD.

400 South 4th Street, Suite 300

Las Vegas, Nevada 89101

Telephone (702) 382-6700

Facsimile (702) 384-0715

Email: harry@marquislaw.net

Attorney for Defendants

305 Las Vegas, LLC and

Barnet Liberman

DISTRICT COURT

CLARK COUNTY, NEVADA

RUSSELL L. NYPE; REVENUE PLUS, LLC,
DOES I through X; DOES I through X; DOE
CORPORATIONS I through X; and DOES
PARTNERSI-IIPS I through X,

Plaintiffs,

vs.

DAVID J. MITCHELL; BARNET LIBERMAN;
LAS VEGAS LAND PARTNERS, LLC; MEYER
PROPERTY, LTD.; ZOE PROPERTY, LLC;
LEAH PROPERTY, LLC; WINK ONE, LLC;
LIVE WORK, LLC; LIVE WORK MANAGER,
LLC; AQUARIUS OWNER, LLC; LVLP
HOLDINGS, LLC; MITCHELL HOLDINGS, LLC;
LIBERMAN HOLDINGS, LLC; 305 LAS VEGAS
LLC; LIVE WORKS TIC SUCCESSOR, LLC;
CASINO COOLIDGE LLC; DOES I through III, and
ROE CORPORATIONS I through III, inclusive,

Defendants.

Case No. A-16-740689-B

Dept. No. XV

ANSWER TO PLAINTIFF'S AMENDED COMPLAINT

COMES NOW, Defendants 305 LAS VEGAS LLC, a Nevada limited liability company,
and BARNET LIBERMAN, an individual, by and through their attorney of record, HARRY PAUL

1 MARQUIS, ESQ. of the firm HARRY PAUL MARQUIS, CHARTERED, and hereby submits its
2 Answer to Plaintiff's Amended Complaint and hereby admits, denies and alleges as follows:

3
4 **GENERAL ALLEGATIONS**

5 1. Answering Paragraph 3, 5, 15, 23, 26, 34, 38, 62, 70, 90 and 93 of Plaintiff's Amended
6 Complaint, these answering Defendants admit the allegations contained therein.

7 2. Answering Paragraphs 1, 2, 6, 7, 8, 9, 11, 12, 14, 16, 17, 18, 19, 20, 21, 22, 24, 25,
8 27, 28, 29, 30, 31, 32, 33, 39, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 57, 63, 64, 69, 71, 86, 87
9 and 91 of Plaintiff's Amended Complaint, these answering Defendants are without sufficient
10 knowledge and information upon which to form a belief as to the truth of the allegations contained
11 therein, and therefore denies the same.

12 3. Answering Paragraph 4, 10, 13, 36, 37, 40, 41, 42, 55, 56, 58, 59, 60, 61, 65, 66, 67,
13 68, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 88, 89, 92, 94, 95, 96, 97, 98, 99, 100, 101,
14 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 and 114 of Plaintiff's Amended
15 Complaint, these answering Defendants deny each and every allegation contained therein.

16 4. Answering Paragraph 35 of Plaintiff's Amended Complaint, these answering
17 Defendants admit that Barnet Liberman is a Manager. As to all of the remaining allegations
18 contained in Paragraph 35 of Plaintiff's Amended Complaint, these answering Defendants are
19 without sufficient knowledge and information upon which to form a belief as to the truth of the
20 allegations contained therein, and therefore denies the same.

21 **FIRST CLAIM FOR RELIEF**
22 **(Constructive Trust)**

23 6. Answering Paragraph 115 of Plaintiff's Amended Complaint, these answering
24 Defendants repeat and re-allege their answers to Paragraphs 1 through 114 of Plaintiff's Amended
25 Complaint as though fully set forth herein and incorporates the same by this reference.

1 7. Answering Paragraphs 116, 117, 118, 119, 120 and 121 of Plaintiff's Amended
2 Complaint, these answering Defendants deny each and every allegation contained therein.

3 **SECOND CLAIM FOR RELIEF**

4 **(Fraudulent Conveyance)**

5 8. Answering Paragraph 122 of Plaintiff's Amended Complaint, these answering
6 Defendants repeat and re-allege their answers to Paragraphs 1 through 121 of Plaintiff's Amended
7 Complaint as though fully set forth herein and incorporates the same by this reference.

8 9. Answering Paragraphs 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134
9 and 135 of Plaintiff's Amended Complaint, these answering Defendants deny each and every
10 allegation contained therein.

11 **THIRD CLAIM FOR RELIEF**

12 **(Civil Conspiracy)**

13 10. Answering Paragraph 136 of Plaintiff's Amended Complaint, these answering
14 Defendants repeat and re-allege their answers to Paragraphs 1 through 135 of Plaintiff's Amended
15 Complaint as though fully set forth herein and incorporates the same by this reference.

16 11. Answering Paragraphs 137, 138, 139, 140, 141, 142 and 143 of Plaintiff's Amended
17 Complaint, these answering Defendants deny each and every allegation contained therein.

18 **FOURTH CLAIM FOR RELIEF**

19 **(Declaratory Relief)**

20 12. Answering Paragraph 144 of Plaintiff's Amended Complaint, these answering
21 Defendants repeat and re-allege their answers to Paragraphs 1 through 143 of Plaintiff's Amended
22 Complaint as though fully set forth herein and incorporates the same by this reference.

23 13. Answering Paragraphs 145, 146 and 147 of Plaintiff's Amended Complaint, these
24 answering Defendants deny each and every allegation contained therein.
25

FIFTH CLAIM FOR RELIEF
(Alter Ego)

14. Answering Paragraph 148 of Plaintiff's Amended Complaint, these answering Defendants repeat and re-allege their answers to Paragraphs 1 through 121 of Plaintiff's Amended Complaint as though fully set forth herein and incorporates the same by this reference.

15. Answering Paragraphs 149, 150, 151 and 152 of Plaintiff's Amended Complaint, these answering Defendants deny each and every allegation contained therein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred by the doctrine of waiver.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred by the doctrine of estoppel.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred by the doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

Any damages alleged by Plaintiffs, if any, are the result of Plaintiffs own conduct.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred by the statute of frauds.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred by the applicable statute of limitations.

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NINTH AFFIRMATIVE DEFENSE

If Defendants failed to perform any obligation owed to Plaintiff, which they have expressly denied, there existed a valid excuse for such non-performance.

TENTH AFFIRMATIVE DEFENSE

Defendants acted in good faith in all dealings with Plaintiff.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate their damages, if any.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred as no legal and binding agreements exist between Plaintiffs and these answering Defendants.

THIRTEENTH AFFIRMATIVE DEFENSE

If Defendants failed to perform any obligation owed to Plaintiff, which they expressly denied, such non-performance was excused by a failure of a condition precedent to such performance.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred by Plaintiff's prior breach of any alleged contract.

FIFTEENTH AFFIRMATIVE DEFENSE

Any damages alleged by Plaintiff, if any, should be set off against these answering Defendant's damages.

SIXTEENTH AFFIRMATIVE DEFENSE

The incidents alleged in Plaintiff's Amended Complaint, and any and all damages allegedly resulting therefrom, were proximately caused in whole or in part, or were contributed to by the actions, negligence or other conduct of the Plaintiff, which actions, negligence or other conduct causally contributed to the incidents referred to in the Amended Complaint and any damages resulting therefrom, in greater degree than any conduct or negligence, which are specifically denied, of this answering Defendant.

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SEVENTEENTH AFFIRMATIVE DEFENSE

The damages alleged by Plaintiffs, if any, were caused in whole or in part by the negligence or otherwise actionable conduct of a third party or third parties over which Defendants had no control.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred by the applicable statute of repose.

NINETEENTH AFFIRMATIVE DEFENSE

The incidents referred to in Plaintiff's Amended Complaint, and any and all damages allegedly resulting therefrom, were proximately caused in whole or in part, or were contributed to by the fraud, intentional misrepresentation, negligent misrepresentation, or concealment of the Plaintiff, and therefore Plaintiff is not entitled to any relief from these answering Defendants.

TWENTIETH AFFIRMATIVE DEFENSE

The damages alleged by Plaintiff, if any, were not caused by any conduct or inaction of these answering Defendant.

TWENTY FIRST AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred due to a lack of consideration.

TWENTY SECOND AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred due to a lack of a meeting of the minds.

TWENTY THIRD AFFIRMATIVE DEFENSE

This answering Defendant 305 Las Vegas, LLC was operated as a separate and distinct entity.

TWENTY FOURTH AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint is barred since Plaintiffs did not suffer any damages.

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TWENTY FIFTH AFFIRMATIVE DEFENSE

Answering Defendants hereby incorporate by reference those affirmative defenses enumerated in NRCP 8 as though fully set forth herein. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

TWENTY SIXTH AFFIRMATIVE DEFENSE

Any damages alleged to be incurred by Plaintiffs are barred by the doctrine of accord and satisfaction.

TWENTY SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of fraud.

TWENTY EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to join all necessary and indispensable parties to this lawsuit.

TWENTY NINTH AFFIRMATIVE DEFENSE

Plaintiffs have knowingly and intentionally released the Defendants from the claims at issue.

THIRTIETH AFFIRMATIVE DEFENSE

The damages incurred by Defendants as a result of Plaintiffs' actions are greater than any damages incurred by Plaintiffs.

THIRY FIRST AFFIRMATIVE DEFENSE

Plaintiffs failed to give timely and reasonable notice of their claims.

THIRTY SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the parol evidence rule.

THIRTY THIRD AFFIRMATIVE DEFENSE

If Defendants failed to perform any obligation owed to Plaintiff, which they expressly denied, such non-performance was excused by a failure of a condition subsequent to such performance.

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THIRTY FOURTH AFFIRMATIVE DEFENSE

Prior to the commencement of this action, Defendants duly performed, satisfied and discharged all duties and obligations that they may have owed to Plaintiffs.

THIRTY FIFTH AFFIRMATIVE DEFENSE

All or some Defendants are not subject to the personal jurisdiction of this Court.

THIRTY SIXTH AFFIRMATIVE DEFENSE

This Court does not have subject matter jurisdiction over Plaintiff's claims.

THIRTY SEVENTH AFFIRMATIVE DEFENSE

Jurisdiction over Plaintiff's allegations and causes of action are outside Nevada.

THIRTY EIGHTH AFFIRMATIVE DEFENSE

Some of Plaintiff's claims are derivative and duplicate of other claims.

THIRTY NINTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to incur any damages as a result of any actionable conduct by Defendants.

FORTIETH AFFIRMATIVE DEFENSE

Plaintiffs have failed to meet the applicable pleading standards for their claims.

FORTY FIRST AFFIRMATIVE DEFENSE

Plaintiff's cause of action may be rendered moot as a result of a pending appeal.

FORTY SECOND AFFIRMATIVE DEFENSE

Any transfer of property or money alleged by Plaintiffs were made in good faith and for a reasonably equivalent value,

FORTY THIRD AFFIRMATIVE DEFENSE

All transfers of property or money alleged by Plaintiffs were made without intent to hinder, delay or defraud.

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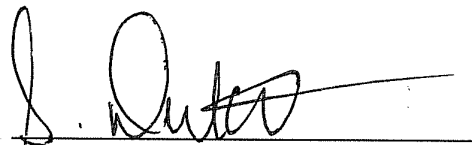
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CERTIFICATE OF MAILING

I hereby certify that on the 8th day of September 2017, I served a true and correct copy of the *Answer to Plaintiff's Amended Complaint* electronically via the Court's ECF system upon all parties listed on the electronic service list, as follows

JOHN W. MUIJE, ESQ.
JOHN W. MUIJE & ASSOCIATES
1840 E. Sahara Avenue, Suite 106
Las Vegas, Nevada 89104
Telephone: (702) 386-7002
Facsimile (702) 386-9135
Email: jmuije@muijelawoffice.com
Attorney for Plaintiffs
Russell L. Nype and
Revenue Plus, LLC

GARRY L. HAYES, ESQ.
LAW OFFICES OF HAYES & WELSH
199 N. Arroyo Grande Blvd., Suite 200
Henderson, Nevada 8907
Telephone (702) 434-3444
Facsimile (702) 434-3739
Email: ghayes@lvlaw.com
Attorney for Defendants
Aquarius Owner LLC, Casino Coolidge LLC,
Las Vegas Land Partners LLC
Leah Property LLC, Liberman Holdings LLC,
Live Work LLC, Live Works Manager LLC,
LVLP Holdings LLC, Meyer Property Ltd,
David J. Mitchell and Mitchell Holdings LLC


An employee of
HARRY PAUL MARQUIS, CHTD.

LAW OFFICE OF
HAYES & WELSH
A PROFESSIONAL CORPORATION
199 NORTH ARROYO GRANDE BLVD., SUITE 200
HENDERSON, NEVADA 89074
(702) 434-3444 FAX (702) 434-3739

1 GARRY L. HAYES, ESQ.
2 Nevada State Bar No. 1540
3 MEGAN K. MAYRY MCHENRY, ESQ.
4 Nevada State Bar No. 9119
5 LAW OFFICE OF HAYES & WELSH
6 199 North Arroyo Grande Blvd., Suite 200
7 Henderson, Nevada 89074
8 Phone: 702-832-5592
9 Fax: 702-434-3739
10 m.mayry@lvlaw.com ; L.finchio@nevlaw.com
11 *Attorneys for Mitchell Defendants*

DISTRICT COURT

CLARK COUNTY, NEVADA

10 RUSSELL L. NYPE; REVENUE PLUS, LLC;
11 DOES I-X; DOE CORPORATIONS I-X; and
12 DOE PARTNERSHIPS I-X,

13 Plaintiffs,

14 v.

15 DAVID J. MITCHELL; BARNET LIBERMAN;
16 LAS VEGAS LAND PARTNERS, LLC; MEYER
17 PROPERTY, LTD.; ZOE PROPERTY, LLC;
18 LEAH PROPERTY, LLC; WINK ONE, LLC;
19 LIVE WORK, LLC; LIVE WORK MANAGER,
20 LLC; AQUARIUS OWNER, LLC; LVLV
21 HOLDINGS, LLC; MITCHELL HOLDINGS,
22 LLC; LIBERMAN HOLDINGS, LLC; 305 LAS
23 VEGAS LLC; LIVE WORKS TIC SUCCESSOR,
24 LLC; CASINO COOLIDGE LLC; DOES I-III; and
25 ROE CORPORATIONS I-III, inclusive,

26 Defendants.

Case No. A-16-740689-B
Department 15

27 **DEFENDANT DAVID J. MITCHELL'S RESPONSES TO PLAINTIFFS' FIRST SET**
28 **OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

29 Defendant, DAVID J. MITCHELL, through his counsel, Garry L. Hayes, Esq. of
30 the Law Office of Hayes & Welsh, hereby responds to Plaintiffs' First Set of Requests for
31 Production of Documents dated May 8, 2018 as follows:
32 Answering Defendant, in addition to any documents specifically identified herein,
33 incorporates the following documents:

GENERAL RESPONSES

- A. Any documents previously produced in any other litigation matters between the parties;
- B. Any documents produced in any proceedings before the Nevada Supreme Court or any other legal proceedings between the parties;
- C. Any documents produced by any party according to NRCP Rule 16.1 in this matter.

GENERAL OBJECTIONS

The following General Objections are incorporated by reference and made part of Defendant's response to each Request for Production of Documents. These General Objections may be specifically referenced in the responses to the Request for Production of Documents for the purpose of clarity. Any omission to specifically refer to a General Objection, however, should not be construed as a waiver of that General Objection. In addition, by responding to any of the Requests for Production of Documents, Defendant does not waive and expressly preserves the General Objections and does not concede or admit the relevancy of any responses herein.

(A) Defendant has previously produced consolidated tax returns. Defendant incorporates in the following responses these previously produced tax returns.

(B) Defendant objects to the definitions and instructions accompanying Plaintiff's Request for Production of Documents to the extent they seek to impose duties or obligations upon Defendant greater than required by the Nevada Rules of Civil Procedure and Local Rules for the Nevada District Court.

(C) Defendant objects to Plaintiff's Request for Production of Documents to the extent they seek information or documentation that is subject to the attorney/client privilege, or is material or information prepared or gathered in anticipation of litigation, or material or information which constitutes protected work product, or material or information that is

1 subject to any other applicable privilege or immunity. Any information provided in the
2 following responses shall not constitute a waiver of any privilege or immunity.

3 (D) Defendant objects to Plaintiff's Request for Production of Documents to the
4 extent they seek information that is not in Defendant's possession, custody, care or control,
5 or to the extent they seek information that can be obtained from other sources that are more
6 convenient, less burdensome and less expensive.

7 (E) Defendant objects to Plaintiff's Request for Production of Documents to the
8 extent that they seek disclosure of information that is confidential and/or proprietary in
9 nature, or otherwise constitutes confidential business information and/or trade secrets. All
10 documents produced are subject to the terms of a protective order.

11 (F) Defendant objects to Plaintiff's Request for Production of Documents to the
12 extent they are vague, ambiguous, duplicative, harassing, argumentative, too general,
13 oppressive, overbroad, unduly burdensome, and to the extent that they seek information
14 neither relevant to any claims or defenses nor reasonably calculated to lead to the discovery
15 of admissible evidence.

16 (G) Defendant objects to Plaintiff's Request for Production of Documents to the
17 extent that they call for speculation or seek legal conclusions.

18 (H) Defendant's responses to Plaintiff's Request for Production of Documents
19 shall not be deemed to waive Defendant's right to object to the relevance or admissibility of
20 any of the materials contained in such response on any ground, and Defendant expressly
21 reserves all such objections. Defendant's responses also shall not be deemed as waivers of
22 any general or specific objections. Further, Defendant reserves its right to supplement,
23 amend or correct its responses in accordance with its obligations under the Nevada Rules of
24 Civil Procedure and/or Local Rules for the Nevada District Court.

1 (I) Defendant objects to Plaintiff's definitions of YOU, YOUR, DEFENDANT
2 on the grounds that such definitions are overbroad and require Defendant to provide answers
3 on behalf of companies and entities it does not oversee, manage, control, direct or supervise
4 and over which it has no right to control, to be responsible for or to be in charge of. Subject
5 to and without waiving this objection, all answers provided herein are given by Defendant
6 only and are not given on behalf of any other entity.

8 (J) All answers shall be expressly subject to these General Objections set forth
9 herein, which are incorporated into each and every answer set forth below.

10 (K) All production is subject to any applicable Confidentiality Agreements or
11 Orders.

12 (L) Included in these responses are all previously produced documents in this and
13 all other legal proceedings between the parties.

14 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:**

15
16
17 1. Copies of all Limited Liability foundational documents, including but not
18 limited to Operating Agreement, Articles, Minutes, By-Laws, Ownership or Ownership
19 Transfer Ledgers and other "corporation" or Limited Liability Company records, generated
20 since January 1, 2007.

21
22 **RESPONSE #1:** No responsive documents available; Defendant is not an entity.

23 2. Copies of any partnership or joint venture agreements or documents and all
24 correspondence related thereto since January 1, 2007.

25 **RESPONSE #2:** No responsive documents available; Defendant is not an entity.

26 3. Copies of all tax returns for such business(es) filed since January 1, 2007.

27 **RESPONSE #3:** See response 22.
28

1 4. Copies of any and all Federal Employer Identification Numbers, Sales Tax
2 Numbers, State Tax Numbers and City Tax Numbers.

3 **RESPONSE #4:** Subject to prior disclosure, no additional documents.

4 5. Copies of all business license records for all Associate companies.

5 **RESPONSE #5:** Subject to prior disclosure, no additional documents.

6 6. Copies of any/all new or amended contracts involving David J. Mitchell or its
7 Associates since January 1, 2007.

8 **RESPONSE #6:** This request is vague, ambiguous, overly broad, and is intended
9 solely to harass Defendant.

10 7. Copies of any and all documents whereby you or an Associate acquired or
11 disposed of an interest in any business(es) since January 1, 2007.

12 **RESPONSE #7:** This request is vague, ambiguous, overly broad, and is intended
13 solely to harass Defendant.

14 8. Copies of any employment or consulting contracts to which you or an
15 Associate are a party as amended or created since January 1, 2007.

16 **RESPONSE #8:** No responsive documents.

17 9. All bank statements for all accounts on which you have been a signatory
18 since January 1, 2007.

19 **RESPONSE #9:** This request is vague, ambiguous, overly broad, and is intended
20 solely to harass Defendant.

21 10. All check books, check registers, bank statements, deposit slips and canceled
22 checks for all bank, savings, loan and/or any credit union accounts, in which the business
23 owns or owned any interest whatsoever, or in which it was authorized to draw checks,
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1 whether said documents were in its name alone, in the name of another person, or in the
2 name of another and Defendant as joint tenants, since January 1, 2007.

3 **RESPONSE #10:** This request is vague, ambiguous, overly broad, and is intended
4 solely to harass Defendant.

5
6 11. All check books with check stubs, and any and all general ledgers or journals
7 recording the financial activity of you or an Associates since January 1, 2007.

8 **RESPONSE #11:** This request is vague, ambiguous, overly broad, and is intended
9 solely to harass Defendant.

10 12. Any notes showing money owed to you or an Associate amended or arising
11 since January 1, 2007.

12 **RESPONSE #12:** This request is vague, ambiguous, overly broad, and is intended
13 solely to harass Defendant.

14 13. Copy of all accounts receivable documents, for you and your Associates, both
15 current and as recorded since July 1, 2015.

16 **RESPONSE #13:** This request is vague, ambiguous, overly broad, and is intended
17 solely to harass Defendant.

18 14. A copy of any and all leases regarding any real estate or other property not
19 owned by yourself or the business, but for which regular monthly lease payments are being
20 made by yourself or on behalf of the business since January 1, 2007.

21 **RESPONSE #14:** This request is vague, ambiguous, overly broad, and is intended
22 solely to harass Defendant.

23 15. Copies of all titles, registration and insurance policies or certificates as to any
24 vehicles owned or leased by the business or any Associate.

1 **RESPONSE #15:** This request is vague, ambiguous, overly broad, and is intended
2 solely to harass Defendant.

3 16. All general ledgers, accounting journals, financial statements or other
4 financial records prepared or maintained since January 1, 2007.

5 **RESPONSE #16:** This request is vague, ambiguous, overly broad, and is intended
6 solely to harass Defendant.

7 17. All documents concerning or constituting supporting work papers and/or
8 documents used by David J. Mitchell from January, 1, 2007 through the present, used for
9 accounting and tax purposes, including but not limited to:

11 Bank Statements

12 Cancelled Checks

13 Deposit receipts

14 General ledgers

15 Electronic work sheets

16 Loan documents, including year-end statements

17 Amortization schedules

18 Purchase documents

19 Agreements and contracts

20 Details and description of assets included on the tax returns of
21 David J. Mitchell

22 Details of Notes receivables included on the tax returns and how
23 they were repaid, copies of all related promissory notes

24 Depreciation schedules on properties included on the tax returns

25 All K-1's, or accountings from affiliated entities used to prepare
26 tax returns

18. All Communications as between your company (or any Associate) from

RESPONSE #18: This request is vague, ambiguous, overly broad, and is intended to harass Defendant.

19. All Communications as between David J. Mitchell and any of the following:

- (a) FOREST CITY ENTERPRISES, INC.
- (b) FOREST CITY ENTERPRISES, L.P.
- (c) FOREST CITY COMMERCIAL MANAGEMENT, INC.
- (d) FOREST CITY COMMERCIAL MANAGEMENT, LLC
- (e) FOREST CITY PROPERTIES, LLC
- (f) FOREST CITY REAL ESTATE SERVICES, LLC
- (g) FOREST CITY TRS, LLC
- (h) FC VEGAS, 20, LLC
- (i) FC VEGAS, 39, LLC

- (j) FC/LW VEGAS, LLC
- (k) PQ LAS VEGAS, LLC
- (l) PQ GROUND LEASE, LLC
- (m) QH LAS VEGAS, LLC
- (n) DOWNTOWN VEGAS, LLC
- (o) L/W TIC SUCCESSOR, LLC

RESPONSE #19: See prior production.

20. Copies of any/all lawsuits, judgments, etc., which you or an Associate may be a party to arising on or after January 1, 2007.

RESPONSE #20: This request is vague, ambiguous, overly broad, and is intended solely to harass Defendant.

21. Your New York Income Tax Returns for all periods from January 1, 2007 until the present.

RESPONSE #21: Discovery is continuing.

22. Your Federal Income Tax Returns.

RESPONSE #22: DAVID MITCHELL, 2012 Tax Return (LVLPRPD00174-00217);
DAVID MITCHELL, 2013 Tax Return (LVLPRPD00218-00265);
DAVID MITCHELL, 2014 Tax Return (LVLPRPD00266-00321);
DAVID MITCHELL, 2015 Tax Return (LVLPRPD00322-00388);
DAVID MITCHELL, 2016 Tax Return (LVLPRPD00389-00445);
DAVID MITCHELL, 2017 Tax Return Extension Form (LVLPRPD00446).

23. Copies of any and all documents or Communications as between you and Any "Associate" for the last twelve (12) years.

RESPONSE #23: See prior production.

1 24. Copies of any and all accounting and financial records.

2 **RESPONSE #24:** This request is vague, ambiguous, overly broad, and is intended
3 solely to harass Defendant.

4 25. Copies of all accounting reports and financial summaries received
5 pursuant to the Tenancy in Common Agreement between FC RTC 39, LLC, FC RTC 20,
6 LLC, and Wink One, LLC dated April 28, 2008, and any amendments thereto.

7 **RESPONSE #25:** No responsive documents.

8 26. Copies of any and all quarterly property reports and statements of cash
9 flow received by Live Work as required by the amended and restated operating
10 agreement of FC/LV Las Vegas, LLC.

11 **RESPONSE #26:** No responsive documents.

12 27. Copies of all annual certified financial statements of FC/LW Las Vegas,
13 LLC as required by the amended and restated operating agreement of FC/LW Las Vegas,
14 LLC.

15 **RESPONSE #27:** No responsive documents.

16 28. Clear legible copies of all checks, and all ledger entries reflecting the
17 payment of attorney's fees by you or any Associate, especially including but not limited to
18 the attorneys that have represented you in this proceeding.

19 **RESPONSE #28:** This request is vague, ambiguous, overly broad, and is intended
20 solely to harass Defendant.

21 29. All Documents (including without limitation accounting records and
22 supporting documents) that were used in the preparation of the FY2007 to FY2017 tax
23 returns of DAVID J. MITCHELL.

1 **RESPONSE #29:** This request is vague, ambiguous, overly broad, and is intended
2 solely to harass Defendant.

3 30. All Documents concerning professional services provided for the benefit of
4 DAVID J. MITCHELL and its Associates (including without limitation accounting records
5 and supporting documents that were used to provide consulting, accounting,
6 bookkeeping, or any other services from January 2, 2007 through the present including but
7 not limited to all signed Engagement letters with CPA's, Accountants, or Lawyers.

8 **RESPONSE #30:** This request is vague, ambiguous, overly broad, and is intended
9 solely to harass Defendant.
10

11 31. All Documents constituting or concerning Communications, including all
12 email messages sent or received, as between you and Sam K. Spitz, CPA, and/or SKE Group,
13 LLC.
14

15 **RESPONSE #31:** This request is vague, ambiguous, overly broad, and is intended
16 solely to harass Defendant.

17 32. All Documents constituting or concerning Communications as to any
18 Other CPA's Accountants, Bookkeepers, Real Estate brokers, Appraisers, or other third-
19 parties or independent contractors and their Agents.
20

21 **RESPONSE #32:** This request is vague, ambiguous, overly broad, and is intended
22 solely to harass Defendant.

23 33. All Documents reflecting or concerning RTC rents associated with Wink
24 One, LLC (including without limitation those that are included in the general ledgers and
25 tax returns of DAVID J. MITCHELL and any Associates).

26 **RESPONSE #33:** No responsive documents.

27 34. Documents reflecting or concerning rents from the Book Store located at
28

1 601 South Main Street, Las Vegas, NV 89101 including without limitation those that are
2 included in the general ledger and tax returns of DAVID J. MITCHELL from January 1,
3 2007 through the present.

4 **RESPONSE #34:** No responsive documents.

5
6 35. Documents reflecting or concerning rents from the Motel located at: 608
7 First Street, Las Vegas, NV 89101 including without limitation serve those that are
8 included in the general ledgers and tax returns of DAVID J. MITCHELL from January 1,
9 2007 through the present.

10 **RESPONSE #35:** No responsive documents.

11
12 36. Documents reflecting or concerning rents and/or the source of rents
13 received from Aquarius Owner, LLC during the Relevant Time Period, including
14 without limitation those that appear in the general ledgers through 2012.

15 **RESPONSE #36:** No responsive documents.

16 37. Documents reflecting or concerning the location of where the Aquarius
17 Owner, LLC rents appear or are grouped in the tax returns of DAVID J. MITCHELL.

18 **RESPONSE #37:** No responsive documents.

19
20 38. Documents concerning why the Note Receivable (of approximately
21 \$1/7mm) as shown as due from "Aquarius Owner, LLC" in 2010 (apparently removed by
22 journal entry in 2011).

23 **RESPONSE #38:** No responsive documents.

24 39. Documents concerning the accounting treatment or journal entries
25 concerning the 2015-FINAL K-1 of FC/LW Vegas, LLC, including without limitation
26 entries reflecting how and why assets with an original cost basis of \$28M were sold for
27 \$8.5m.)
28

1 **RESPONSE #39:** No responsive documents.

2 40. Documents concerning the accounting treatment or journal entries
3 concerning the 2015 K-1 of QH Las Vegas, LLC, including without limitation the K-1
4 that was marked as FINAL.

5 **RESPONSE #40:** No responsive documents.

6 41. Documents concerning the recording or journal entries concerning the
7 disposition of the 40% interest of Stella Property, LLC.

8 **RESPONSE #41:** No responsive documents.

9 43. Documents concerning the recording or journal entries concerning the
10 2015 K-1 of PQ Las Vegas, LLC and/or PQ Grand Lease, LLC, including without
11 limitation that which was marked as FINAL.

12 **RESPONSE #43 [sic]:** No responsive documents.

13 43. Documents concerning the recording, accounting treatment or journal
14 Entries concerning the disposition of the 10% interest of Livework, LLC as to its Joint
15 Venture with various Forest City Affiliated Entities including but not limited to FC
16 Vegas 20, LLC.

17 **RESPONSE #43:** No responsive documents.

18 44. Documents concerning the recording, accounting treatment or journal
19 entries concerning the PQ Ground Lease, LLC including without limitation entries
20 concerning why it last appears on the 2012 tax return as passive activity, and why it no
21 longer appears on later year tax returns.

22 **RESPONSE #44:** No responsive documents.

23 45. Documents constituting or concerning accountings for PQ Las Vegas,
24 LLC and QH Las Vegas, LLC activity included in the tax returns of DAVID J.

1 MITCHELL.

2 **RESPONSE #45:** No responsive documents.

3 46. Documents constituting or concerning details and supporting work papers
4 concerning the sale of 929 South Casino Center Blvd (as previously held in LEAH, LLC) in
5 2015 for \$1,000,000.

6 **RESPONSE #46:** No responsive documents.

7 47. Documents concerning the recording or journal entries concerning the
8 details and supporting work papers concerning the value of 929 South Casino Center
9 Blvd sold by Leah, LLC in 2015 for \$1,000,000.

10 **RESPONSE #47:** No responsive documents.

11 48. Documents concerning the details and supporting work papers concerning
12 the calculation of basis included in the sale of 929 South Casino Center Blvd.(resulting in
13 a loss).

14 **RESPONSE #48:** No responsive documents.

15 49. Documents concerning the details and supporting work papers concerning
16 the partial sale of property held in Leah, LLC, including without limitation that noted as
17 a "partial sale in 2007" by the CPA on his list of disregarded entities.

18 **RESPONSE #49:** No responsive documents.

19 50. Documents concerning the details and supporting work papers of the 2013
20 General ledgers expenses noted as "RMI expenses".

21 **RESPONSE #50:** No responsive documents.

22 51. Documents concerning the accounting documentation supporting
23 reimbursement of RMI expenses.

24 **RESPONSE #51:** No responsive documents.

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1 52. Documents concerning Tax Adjustments made by CPA's or Accountants
2 in preparing the tax returns of DAVID J. MITCHELL.


3 **RESPONSE #52:** No responsive documents.

4
5 53. Documents concerning explanations by the CPA or Accountant for Tax
6 Adjustments made in preparing the tax returns of DAVID J. MITCHELL.

7 **RESPONSE #53:** No responsive documents.

8 DATED this 10 day of ^{July}~~June~~, 2018.

9 LAW OFFICE OF HAYES & WELSH

10
11 
12 GARRY L. HAYES, ESQ.
13 Nevada State Bar No. 1540
14 199 N. Arroyo Grande Blvd., Ste. 200
15 Henderson, NV 89074
16 *Attorney for Mitchell Defendants*
17
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), and EDCR 8.05, I hereby certify that on the 10th day of June, 2018, I served a true and correct copy of the foregoing DEFENDANT DAVID J. MITCHELL'S RESPONSES TO FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS through the Court's electronic filing and service system to:

JOHN W. MUIJE, ESQ.
John W. Muije & Associates
1840 E. Sahara Avenue, Ste. 106
Las Vegas, NV 89104
jmuije@muijelawoffice.com
Attorneys for Plaintiffs

HARRY PAUL MARQUIS, ESQ.
Harry Paul Marquis, Chartered
400 South 4th Street, Ste. 300
Las Vegas, NV 89101
harry@marquislaw.net
*Attorneys for Defendants 305 Las Vegas, LLC
and Barnet Liberman*


Employee of the Law Office of Hayes & Welsh

LAW OFFICE OF
HAYES & WELSH
A PROFESSIONAL CORPORATION
199 NORTH ARROYO GRANDE BLVD., SUITE 200
HENDERSON, NEVADA 89074
(702) 434-3444 FAX (702) 434-3739

1 GARRY L. HAYES, ESQ.
2 Nevada State Bar No. 1540
3 MEGAN K. MAYRY MCHENRY, ESQ.
4 Nevada State Bar No. 9119
5 LAW OFFICE OF HAYES & WELSH
6 199 North Arroyo Grande Blvd., Suite 200
7 Henderson, Nevada 89074
8 Phone: 702-832-5592
9 Fax: 702-434-3739
10 m.mayry@lvlaw.com ; L.finchio@nevlaw.com
11 *Attorneys for Mitchell Defendants*

DISTRICT COURT

CLARK COUNTY, NEVADA

10 RUSSELL L. NYPE; REVENUE PLUS, LLC;
11 DOES I-X; DOE CORPORATIONS I-X; and
12 DOE PARTNERSHIPS I-X,

Case No. A-16-740689-B
Department 15

13 Plaintiffs,

14 v.

15 DAVID J. MITCHELL; BARNET LIBERMAN;
16 LAS VEGAS LAND PARTNERS, LLC; MEYER
17 PROPERTY, LTD.; ZOE PROPERTY, LLC;
18 LEAH PROPERTY, LLC; WINK ONE, LLC;
19 LIVE WORK, LLC; LIVE WORK MANAGER,
20 LLC; AQUARIUS OWNER, LLC; LVLP
21 HOLDINGS, LLC; MITCHELL HOLDINGS,
22 LLC; LIBERMAN HOLDINGS, LLC; 305 LAS
23 VEGAS LLC; LIVE WORKS TIC SUCCESSOR,
24 LLC; CASINO COOLIDGE LLC; DOES I-III; and
25 ROE CORPORATIONS I-III, inclusive,

26 Defendants.

23 **DEFENDANT LEAH PROPERTY, LLC'S RESPONSES TO PLAINTIFFS' FIRST**
24 **SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

25 Defendant, LEAH PROPERTY, LLC, through its counsel, Garry L. Hayes, Esq. of
26 the Law Office of Hayes & Welsh, hereby responds to Plaintiffs' First Set of Requests for
27 Production of Documents dated May 8, 2018 as follows:

28 **GENERAL RESPONSES**

- 1 A. Any documents previously produced in any other litigation matters between the parties;
2 B. Any documents produced in any proceedings before the Nevada Supreme Court or any
3 other legal proceedings between the parties;
4 C. Any documents produced by any party according to NRCP Rule 16.1 in this matter.
5

6 **GENERAL OBJECTIONS**

7 The following General Objections are incorporated by reference and made part of
8 Defendant's response to each Request for Production of Documents. These General
9 Objections may be specifically referenced in the responses to the Request for Production of
10 Documents for the purpose of clarity. Any omission to specifically refer to a General
11 Objection, however, should not be construed as a waiver of that General Objection. In
12 addition, by responding to any of the Requests for Production of Documents, Defendant does
13 not waive and expressly preserves the General Objections and does not concede or admit the
14 relevancy of any responses herein.
15

16 (A) Defendant has previously produced consolidated tax returns. Defendant
17 incorporates in the following responses these previously produced tax returns.

18 (B) Defendant objects to the definitions and instructions accompanying Plaintiff's
19 Request for Production of Documents to the extent they seek to impose duties or obligations
20 upon Defendant greater than required by the Nevada Rules of Civil Procedure and Local
21 Rules for the Nevada District Court.
22

23 (C) Defendant objects to Plaintiff's Request for Production of Documents to the
24 extent they seek information or documentation that is subject to the attorney/client privilege,
25 or is material or information prepared or gathered in anticipation of litigation, or material or
26 information which constitutes protected work product, or material or information that is
27
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1 subject to any other applicable privilege or immunity. Any information provided in the
2 following responses shall not constitute a waiver of any privilege or immunity.

3 (D) Defendant objects to Plaintiff's Request for Production of Documents to the
4 extent they seek information that is not in Defendant's possession, custody, care or control,
5 or to the extent they seek information that can be obtained from other sources that are more
6 convenient, less burdensome and less expensive.

7 (E) Defendant objects to Plaintiff's Request for Production of Documents to the
8 extent that they seek disclosure of information that is confidential and/or proprietary in
9 nature, or otherwise constitutes confidential business information and/or trade secrets. All
10 documents produced are subject to the terms of a protective order.

11 (F) Defendant objects to Plaintiff's Request for Production of Documents to the
12 extent they are vague, ambiguous, duplicative, harassing, argumentative, too general,
13 oppressive, overbroad, unduly burdensome, and to the extent that they seek information
14 neither relevant to any claims or defenses nor reasonably calculated to lead to the discovery
15 of admissible evidence.

16 (G) Defendant objects to Plaintiff's Request for Production of Documents to the
17 extent that they call for speculation or seek legal conclusions.

18 (H) Defendant's responses to Plaintiff's Request for Production of Documents
19 shall not be deemed to waive Defendant's right to object to the relevance or admissibility of
20 any of the materials contained in such response on any ground, and Defendant expressly
21 reserves all such objections. Defendant's responses also shall not be deemed as waivers of
22 any general or specific objections. Further, Defendant reserves its right to supplement,
23 amend or correct its responses in accordance with its obligations under the Nevada Rules of
24 Civil Procedure and/or Local Rules for the Nevada District Court.

1 (I) Defendant objects to Plaintiff's definitions of YOU, YOUR, DEFENDANT
2 on the grounds that such definitions are overbroad and require Defendant to provide answers
3 on behalf of companies and entities it does not oversee, manage, control, direct or supervise
4 and over which it has no right to control, to be responsible for or to be in charge of. Subject
5 to and without waiving this objection, all answers provided herein are given by Defendant
6 only and are not given on behalf of any other entity.
7

8 (J) All answers shall be expressly subject to these General Objections set forth
9 herein, which are incorporated into each and every answer set forth below.
10

11 (K) All production is subject to any applicable Confidentiality Agreements or
12 Orders.
13

14 (L) Included in these responses are all previously produced documents in this and
15 all other legal proceedings between the parties.
16

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:

17 1. Copies of all Limited Liability foundational documents, including but not
18 limited to Operating Agreement, Articles, Minutes, By-Laws, Ownership or Ownership
19 Transfer Ledgers and other "corporation" or Limited Liability Company records, generated
20 since January 1, 2007.
21

RESPONSE #1:

22 Leah Certificates, Operating Agreement & Consent Manager - March 2008 (MIT000867-
23 MIT000887), Leah Certificates, Amended Operating Agreement, & Unanimous Consent
24 LVLP (MIT000888-MIT000936), Leah Property LLC - Consent of the Sole Member of Leah
25 Property LLC - 12.19.14 SPZ000305-SPZ000306; Certificate for Leah Property dated 3/2008
26 Certificate of Formation with DE Secretary of State, Operating Agreement, Certificates of
27
28

1 Good Standing with DE Secretary of State and NV Secretary of State, Consent of the
2 Manager of Leah Property (21 pages) [Tab10] (MIT000867-MIT000887)

3 2. Copies of any partnership or joint venture agreements or documents and all
4 correspondence related thereto since January 1, 2007.

5
6 **RESPONSE #2:** See Grant, Bargain, Sale Deed from Leah Property to Casino
7 Coolidge recorded 12/31/2014 (MIT000590 - MIT000592); Consent of the Sole
8 Member of Leah Property, LLC dated 12/19/2014 (MIT000745); Leah Property Promissory
9 Note dated 3/12/2008 (7 pages) (MIT000746-MIT000752); Leah Property Deed of Trust
10 dated 3/12/2008 (MIT000753-MIT000784); Leah Property Assignment of Leases and Rents
11 dated 3/12/2008 (MIT000785-MIT000802); UCC Financing Statement on Leah Property by
12 VNB New York Corp. (MIT000803-MIT000809); Guaranty for Leah Property signed by
13 LVLP dated 3/12/2008 (MIT000810-MIT000815); Leah Property Environmental
14 Indemnification and Release Agreement dated 3/12/2008 (MIT000816-MIT000830); Leah
15 Property Deposit Account Control Agreement dated 3/12/2008 (MIT000831-MIT000838);
16 Certificate of Title Insurance for Leah Property dated 3/4/2008 (MIT000967-MIT000970);
17 Correspondence from Leah Property to VNB New York dated 3/12/2008 (MIT000977-
18 MIT000980); Index for Loan from VNB New York to Leah Property (MIT002032-
19 MIT002035); Correspondence from City of Las Vegas to Leah Property dated 10/15/14
20 (MIT2153-MIT002158); Grant, Bargain, Sale Deed from Leah Property to Casino Coolidge
21 recorded 12/31/2014 and Note and Deed of Trust Modification and Assumption Agreement
22 dated 12/31/2014 (MIT002159-MIT002174); Consent of the Sole Member of Leah Property,
23 LLC dated 12/19/2014 (MIT002184); Correspondence from VNB New York to Leah
24 Property dated 10/16/2014 (MIT002286-MIT002287); Correspondence from VNB New
25 York to Leah Property dated 10/28/2014 (MIT002288-MIT002289); Email Correspondence
26
27
28

1 Dated March 15, 2007 with attachments "Loan Documents for the Heartland and T-QHR
2 Loans to Zoe Property" including: First Promissory Note \$5.4MM; Second Promissory Note
3 \$1.7MM; Deed of Trust; Guaranty; Pledge Agreement (LVLP 100% membership in Leah
4 Property, LLC.); UCC-1 Financing Statement Filed against Zoe in Clark County, NV; UCC-
5 1 Financing Statement Filed against LVLP in Delaware; Title Insurance Policy; Borrower's
6 Certificate for Zoe; Secured Promissory Note for T-QHR; Second Deed of Trust for T-QHR -
7 Confidential (P03531-P03674); Leah Property - Deed (SPZ000303-SPZ000304); Leah
8 Property LLC - Consent of the Sole Member of Leah Property LLC - 12.19.14 (SPZ000305-
9 SPZ000306); Deed of Trust, Security Agreement, and Fixture Filing with Assignment of
10 Rents, Proceeds, and Agreements between Zoe Property "Grantor" to Nevada Title Company
11 "Trustee" and for the benefit of Heartland Bank "Beneficiary" including pledge agreement
12 signed by David Mitchell as Authorized Member of Las Vegas Land Partners, LLC, also
13 including an Acknowledgment signed by David Mitchell as Authorized Member of Las
14 Vegas Land Partners, LLC by Leah Property, LLC. (P03334-P03408)
15
16

17
18 3. Copies of all tax returns for such business(es) filed since January 1, 2007.

19 **RESPONSE #3:** See Previously Produced Consolidated Tax Returns

20 4. Copies of any and all Federal Employer Identification Numbers, Sales Tax
21 Numbers, State Tax Numbers and City Tax Numbers.

22 **RESPONSE #4:** Subject to prior disclosure, no additional documents.

23 5. Copies of all business license records for all Associate companies.

24 **RESPONSE #5:** Subject to prior disclosure, no additional documents.

25 6. Copies of any/all new or amended contracts involving LEAH PROPERTY,
26 LLC or its Associates since January 1, 2007.
27
28

1 **RESPONSE #6:** Subject to prior disclosure. See also LIVEWORK, LLC AND
2 LEAH HOLDINGS, LLC, Agreement for Purchase and Sale of Real Property with Escrow
3 Instructions (LVLPRPD0047-00468) and LIVEWORK, LLC AND LEAH HOLDINGS,
4 LLC, First Amendment to Agreement for Purchase and Sale of Property with Escrow
5 Instructions (LVLPRPD00469-00488)
6

7 7. Copies of any and all documents whereby you or an Associate acquired or
8 disposed of an interest in any business(es) since January 1, 2007.
9

10 **RESPONSE #7:** Subject to prior disclosure, no additional documents.

11 8. Copies of any employment or consulting contracts to which you or an
12 Associate are a party as amended or created since January 1, 2007.

13 **RESPONSE #8:** Subject to prior disclosure, no additional documents.

14 9. All bank statements for all accounts on which you have been a signatory since
15 January 1, 2007.
16

17 **RESPONSE #9:** See also Las Vegas Land Partners, LLC Bank Statements January
18 2006- March 2014 for Primary Acct 0489 (MIT000001-MIT000391), Signature Bank
19 Statements January 2014 – December 2014 for Primary Acct 0489 (SPZ000474-
20 SPZ000497), Signature Bank Statements January 2015- February 2016 for Primary Acct
21 0489 (MIT002122-MIT002148), Signature Bank Statements December 2013-January 2015
22 for Primary Acct 0071 (SPZ000478-SPZ000496)
23

24 10. All check books, check registers, bank statements, deposit slips and canceled
25 checks for all bank, savings, loan and/or any credit union accounts, in which the business
26 owns or owned any interest whatsoever, or in which it was authorized to draw checks,
27
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1 whether said documents were in its name alone, in the name of another person, or in the
2 name of another and Defendant as joint tenants, since January 1, 2007.

3 **RESPONSE #10:** See Las Vegas Land Partners General Ledgers December 2005-
4 December 2016 (SPZ000681-SPZ000910; See also Las Vegas Land Partners, LLC Bank
5 Statements January 2006- March 2014 for Primary Acct 0489 (MIT000001-MIT000391),
6 Signature Bank Statements January 2014 – December 2014 for Primary Acct 0489
7 (SPZ000474-SPZ000497), Signature Bank Statements January 2015- February 2016 for
8 Primary Acct 0489 (MIT002122-MIT002148), Signature Bank Statements December 2013-
9 January 2015 for Primary Acct 0071 (SPZ000478-SPZ000496)
10

11 11. All check books with check stubs, and any and all general ledgers or journals
12 recording the financial activity of you or an Associates since January 1, 2007.

13 **RESPONSE #11:** Las Vegas Land Partners General Ledgers December 2005-
14 December 2016 (SPZ000681-SPZ000910), Forest City TIC Accountings General Ledgers
15 (LVLP046-LVLP074)
16

17 12. Any notes showing money owed to you or an Associate amended or arising
18 since January 1, 2007.

19 **RESPONSE #12:** Discover is continuing.

20 13. Copy of all accounts receivable documents, for you and your Associates, both
21 current and as recorded since July 1, 2015.

22 **RESPONSE #13:** Discover is continuing.

23 14. A copy of any and all leases regarding any real estate or other property not
24 owned by yourself or the business, but for which regular monthly lease payments are being
25 made by yourself or on behalf of the business since January 1, 2007.
26

27 **RESPONSE #14:** Discover is continuing.
28

1 Leah Assignment of Leases Rents 3.12.08 (MIT000785-MIT000802)

2 15. Copies of all titles, registration and insurance policies or certificates as to any
3 vehicles owned or leased by the business or any Associate.

4 **RESPONSE #15:** Discover is continuing.

5
6 16. All general ledgers, accounting journals, financial statements or other
7 financial records prepared or maintained since January 1, 2007.

8 **RESPONSE #16:** See Las Vegas Land Partners General Ledgers December 2005-
9 December 2016 (SPZ000681-SPZ000910); See also Las Vegas Land Partners, LLC Bank
10 Statements January 2006- March 2014 for Primary Acct 0489 (MIT000001-MIT000391),
11 Signature Bank Statements January 2014 – December 2014 for Primary Acct 0489
12 (SPZ000474-SPZ000497), Signature Bank Statements January 2015- February 2016 for
13 Primary Acct 0489 (MIT002122-MIT002148), Signature Bank Statements December 2013-
14 January 2015 for Primary Acct 0071 (SPZ000478-SPZ000496); See Also Forrest City
15 General Ledgers (LVLP046-LVLP074) in LVLP Nype Docs> defendant's disclosures
16 (Refers to FC RTC 20, LLC)
17

18 17. All documents concerning or constituting supporting work papers and/or
19 documents used by LEAH PROPERTY, LLC from January, 1, 2007 through the present,
20 used for accounting and tax purposes, including but not limited to:
21

22 Bank Statements

23 Cancelled Checks

24 Deposit receipts

25 General ledgers

26 Electronic work sheets

27 Loan documents, including year-end statements
28

1 Amortization schedules

2 Purchase documents

3 Agreements and contracts

4 Details and description of assets included on the tax returns of
5 LEAH PROPERTY, LLC

6 Details of Notes receivables included on the tax returns and how
7 they were repaid, copies of all related promissory notes

8 Depreciation schedules on properties included on the tax returns

9 All K-1's, or accountings from affiliated entities used to prepare
10 tax returns

11 **RESPONSE #17:** See responses to Requests for Production 8-15

12 Leah Guaranty LVLP 3.12.08 (MIT000810-MIT000815), Leah Index for Loan from VNB
13 NY (MIT002032-MIT002035), Leah Promissory Note 3/12/08 (MIT000746-MIT000752),
14 Leah Property - Deed (SPZ000303-SPZ000304), Leah Property Applications (MIT002185-
15 MIT002289), Leah Property LLC - VNB New York - 2013 Loan Statements (SPZ000154-
16 SPZ000176), Leah UCC Financial Statement VNB NY Corp (MIT000803-MIT000809)

17
18 18. All Communications as between your company (or any Associate) from
19 Jan 1, 2007 to present, with all accounting, bookkeeping and financial personnel,
20 whether Individual, Firm, Company, or Subcontractor, including but not limited
21 to any CPA, Bookkeeper, Tax preparer, Auditor, Accountant, Computer
22 Specialist, Consultant, Clerk, Assistant, or employee whose job was to provide
23 Bookkeeping services, Tax Preparation services, Audit services, Tax planning,
24 Comptroller services, Valuation services, Estate services, Litigation Support
25 services, Financial Reporting services, Financial Statement Preparation services,
26 Services for the Recordation of Accounting Transactions manually or into a
27
28

1 Computer, Services for Inspecting, Transmitting, or Receive Accounting Data,
2 and any Services for purposes of Storing and/or Preserving Accounting Records
3 Manually or by Computer.

4 **RESPONSE #18:** See Leah Property Appraisal Report (MIT002185-MIT002285);

5 See Also chart of Indexed Documents previously produced below:

6 Sam Spitz Production -
7 February 2018

8 SPZ000001	LVLP ENG LETTER 2017 SPZ000001
9 SPZ000002	Bank Rec 12.31.13 from LVLP - 2013 Register 09.03.14 SPZ000002
10 SPZ000003 - SPZ000054	Copy of LVLP - 2013 Register 09.03.14 SPZ000003-SPZ000054
11 SPZ000055 - SPZ000106	Copy of LVLP - 2013 Register for QB SPZ000055-SPZ000106
12 SPZ000107 - SPZ000130	FC_LW Vegas LLC 2012 1065 fye 01.31.13 SPZ000107-SPZ000130
13 SPZ000131 - SPZ000153	FC_LW Vegas LLC 2013 1065 SPZ000131-SPZ000153
14 SPZ000154 - SPZ000176	Leah Property LLC - VNB New York - 2013 Loan Statements SPZ000154-SPZ000176
15 SPZ000177 - SPZ000190	LVLP - Signature Bank - 2013 Loan Statements SPZ000177- SPZ000190
16 SPZ000191 - SPZ000192	LVLP 12.31.13 AJEs SPZ000191-SPZ000192
17 SPZ000193 - SPZ000194	LVLP 12.31.13 ATB SPZ000193-SPZ000194
18 SPZ000195 - SPZ000225	LVLP 2013 TR SPZ000195-SPZ000225
19 SPZ000226	LVLP BS 2013 SPZ000226
20 SPZ000227 - SPZ000244	LVLP GL 2013 SPZ000227-SPZ000244
21 SPZ000245	LVLP INC STMT 2013 SPZ000245
22 SPZ000246 - SPZ000263	PQ Las Vegas LLC 2012 1065 fye 01.31.13 SPZ000246-SPZ000263
23 SPZ000264 - SPZ000284	QH Las Vegas LLC 2012 1065 fye 01.31.13 SPZ000264-SPZ000284
24 SPZ000285 - SPZ000288	Barnet Liberman LVLP Capital Account Activity SPZ000285- SPZ000288
25 SPZ000289 - SPZ000294	David Mitchell LVLP Capital Account Activity SPZ000289-SPZ000294
26 SPZ000295	Email Confirmation - 12.24.14 SPZ000295
27 SPZ000296	HB Invoice - 10.03.14 SPZ000296
28 SPZ000297 - SPZ000302	Heartland Bank - Payoff SPZ000297-SPZ000302
29 SPZ000303 - SPZ000304	Leah Property - Deed SPZ000303-SPZ000304
30 SPZ000305 - SPZ000306	Leah Property LLC - Consent of the Sole Member of Leah Property LLC - 12.19.14 SPZ000305-SPZ000306
31 SPZ000307	Letter Confirmation - 12.11.14 SPZ000307

1	SPZ000308	Letter Confirmation - 12.22.14 SPZ000308
2	SPZ000309	LVLP 2014 aje SPZ000309
3	SPZ000310 - SPZ000310	LVLP 2014 Check Register (2) SPZ000310-SPZ000341
4	SPZ000373 - SPZ000409	LVLP 2014 Check Register SPZ000373-SPZ000409
5	SPZ000410	LVLP BS 2014 SPZ000410
6	SPZ000411 - SPZ000431	LVLP GL 2014 SPZ000411-SPZ000431
7	SPZ000432 - SPZ000434	LVLP Holdings LLC - 2014 Form IT204LL SPZ000432-SPZ000434
8	SPZ000435	LVLP INC STMT 2014 2 SPZ000435
9	SPZ000436	LVLP INC STMT 2014 SPZ000436
10	SPZ000437 - SPZ000440	LVLP Partners Capital Account Summary SPZ000437-SPZ000440
11	SPZ000441 - SPZ000460	LVLP TR 2014 SPZ000441-SPZ000460
12	SPZ000461	LVLP Unknown Partner Account Activity SPZ000461
13	SPZ000462 - SPZ000464	LVLP VNB Loan 2014 SPZ000462-SPZ000464
14	SPZ000465 - SPZ000467	Release of Lease Guaranty 2814480329 SPZ000465-SPZ000467
15	SPZ000468 - SPZ000473	Schedule K-1s -2014 FC_LW PQ Las Vegas and QH Las Vegas LLC SPZ000468-SPZ000473
16	SPZ000474 - SPZ000481	Signature Bank - Joint Acct - 01 thru 02 -2014 SPZ000474-SPZ000481
17	SPZ000482 - SPZ000483	Signature Bank - Joint Acct - 01-2015 SPZ000482-SPZ000483
18	SPZ000485 - SPZ000484	Signature Bank - Joint Acct - 02-2014 SPZ000484
19	SPZ000485 - SPZ000486	Signature Bank - Joint Acct - 03-2014 SPZ000485-SPZ000486
20	SPZ000487 - SPZ000488	Signature Bank - Joint Acct - 04-2014 SPZ000487-SPZ000488
21	SPZ000489	Signature Bank - Joint Acct - 05-2014 SPZ000489
22	SPZ000490	Signature Bank - Joint Acct - 06-2014 SPZ000490
23	SPZ000491	Signature Bank - Joint Acct - 07-2014 SPZ000491
24	SPZ000492	Signature Bank - Joint Acct - 08-2014 SPZ000492
25	SPZ000493	Signature Bank - Joint Acct - 09-2014 SPZ000493
26	SPZ000494	Signature Bank - Joint Acct - 10-2014 SPZ000494
27	SPZ000495	Signature Bank - Joint Acct - 11-2014 SPZ000495
28	SPZ000496 - SPZ000497	Signature Bank - Joint Acct - 12-2014 SPZ000496-SPZ000497
	SPZ000498 - SPZ000504	Valley National Bank - Release of Guaranty for David J. Mitchell SPZ000498-SPZ000504
	SPZ000505	LVLP 2015 AJE SPZ000505
	SPZ000506 - SPZ000522	LVLP 2015 GL SPZ000506-SPZ000522
	SPZ000523 - SPZ000531	LVLP 2015 Transactions SPZ000523-SPZ000531
	SPZ000532	LVLP BS 12.31.15 SPZ000532

1	SPZ000533 - SPZ000534	LVLP EFILE RECEIPT FOR 2015 SPZ000533-SPZ000534
2	SPZ000535	LVLP INC STMT 12.31.15 SPZ000535
3	SPZ000536 - SPZ000556	LVLP TR 2015 SPZ000536-SPZ000556
4	SPZ000557 - SPZ000644	LVLP 2016 SPZ000557-SPZ000644
5	SPZ000645 - SPZ000663	LVLP 2016 TR SPZ000645-SPZ000663
6	SPZ000664	LVLP AJE 12.31.16 SPZ000664
6	SPZ000665	LVLP BS 12.31.16 SPZ000665
7	SOZ000666 - SPZ000681	LVLP GENL LEDGER 12.31.16 SPZ000666-SPZ000681
8	SPZ000682	LVLP INC STMT 13.31.16 SPZ000682
9	SPZ000683 - SPZ000686	Statements - 2016 SPZ000683-SPZ000686
10	SPZ000687 - SPZ000706	FC_LW Vegas LLC 2014 1065 SPZ000687-SPZ000706
11	SPZ000707 - SPZ000724	PQ Las Vegas LLC 2014 1065 SPZ000707-SPZ000724
11	SPZ000725 - SPZ000742	QH Las Vegas LLC 2014 1065 SPZ000725-SPZ000742
12	SPZ000743 - SPZ000774	FC-LW Vegas LLC 2015 1065 SPZ000743-SPZ000774
13	SPZ000775 - SPZ000796	QH Las Vegas LLC 2015 1065 SPZ000775-SPZ000796
14	SPZ000820	PQ Las Vegas 2015 1065 SPZ000797-SPZ000820
14	SPZ000821 - SPZ000842	PQ Las Vegas LLC 2016_US_1065 SPZ000821-SPZ000842
15	SPZ000843	2006-2007 BILLING SPZ000843
16	SPZ000844	2008 BILLING SPZ000844
17	SPZ000845	2009 BILLING SPZ000845
18	SPZ000846	2010 BILLING SPZ000846
18	SPZ000847	2011 BILLING SPZ000847
19	SPZ000848	2011-2014 GL BILLING SPZ000848
20	SPZ000849	2012 BILLING SPZ000849
21	SPZ000850	2013 BILLING SPZ000850
22	SPZ000851	2014 BILLING SPZ000851
22	SPZ000852	2015 BILLINGS SPZ000852
23	SPZ000853	2016 BILLING SPZ000853
24	SPZ000854 - SPZ000856	Barnet LVLP Interest Accrual 02.27.09 SPZ000854-SPZ000856
25	SPZ000857 - SPZ000859	David Mitchell LVLP Interest Accrual 02.27.09 SPZ000857-SPZ000859
26	SPZ000860	DISREGARDED ENTITIES SPZ000860
27	SPZ000861 - SPZ000864	LVLP Barnet Capital Account Activity SPZ000861-SPZ000864
27	SPZ000865 - SPZ000868	LVLP David Capital Account Activity SPZ000865-SPZ000868
28	SPZ000869 - SPZ000871	LVLP DISREGARDED ENTITIES SPZ000869-SPZ000871.pdf

1	SPZ000872	LVLP Unallocated contributions from partners SPZ000872
2	SPZ000873	NOTE_VEGAS 21104000 SPZ000873
3	SPZ000874 - SPZ000880	VEGAS EXPENSES AND TRANSACTION - LOAN RECEIVED PAID SPZ000874-SPZ000880
4	SPZ000881 - SPZ000888	Las Vegas Land Partners - 2011 GL SPZ000881-SPZ000888
5	SPZ000889 - SPZ000893	Las Vegas Land Partners - 2012 GL SPZ000889-SPZ000893
6	SPZ000894 - SPZ000899	Las Vegas Land Partners - 2013 GL SPZ000894-SPZ000899
7	SPZ000900 - SPZ000909	Las Vegas Land Partners - 2014 GL SPZ000900-SPZ000909
8	SPZ000910 - SPZ000944	LVLP 2004-2005 ledger SPZ000910-SPZ000944
9	SPZ000945 - SPZ000972	LVLP 2006 ledger SPZ000945-SPZ000972
10	SPZ000973 - SPZ000997	LVLP 2007 ledger SPZ000973-SPZ000997
11	SPZ000998 - SPZ001017	LVLP 2008 ledger SPZ000998-SPZ001017
12	SPZ001018 - SPZ001033	LVLP 2009 ledger SPZ001018-SPZ001033
13	SPZ001034 - SPZ001048	LVLP 2010 ledger SPZ001034-SPZ001048
14	SPZ001049 - SPZ001052	LVLP 2010 cash account activity SPZ001049-SPZ001052
15	SPZ001053 - SPZ001058	LVLP 2011 cash account activity SPZ001053-SPZ001058
16	SPZ001059 - SPZ001066	LVLP 2011 Trial Balance SPZ001059-SPZ001066
17	SPZ001067 - SPZ001087	LVLP 2011TO 2014 Revised Trial Balances SPZ001067-SPZ001087
18	SPZ001088 - SPZ001089	LVLP 2012 cash account activity SPZ001088-SPZ001089
19	SPZ001090 - SPZ001093	LVLP 2012 Trial Balance SPZ001090-SPZ001093
20	SPZ001094 - SPZ001096	LVLP 2013 cash account activity SPZ001094-SPZ001096
21	SPZ001097 - SPZ001100	LVLP 2013 Trial Balance SPZ001097-SPZ001100
22	SPZ001101 - SPZ001104	LVLP 2014 cash account activity SPZ001101-SPZ001104
23	SPZ001105 - SPZ001109	LVLP 2014 Trial Balance SPZ001105-SPZ001109
24	SPZ001110 - SPZ001114	LVLP Subpoena SPZ001110-SPZ001114
25	<u>Sam Spitz Production -</u>	
26	<u>March 2018</u>	
27	SPZ001115 - SPZ001117	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 15, 2008
28	SPZ001118 - SPZ001120	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 3, 2016
29	SPZ001121 - SPZ001123	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 8, 2015
30	SPZ001124 - SPZ001126	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 5, 2014
31	SPZ001127 - SPZ001129	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 15, 2013

Sam Spitz Production - April
2018

SPZ001130 - SPZ001475 SKE Group, LLC E-Mail Correspondence (with privilege log)

19. All Communications as between LEAH PROPERTY, LLC and any of the following:

- (a) FOREST CITY ENTERPRISES, INC.
- (b) FOREST CITY ENTERPRISES, L.P.
- (c) FOREST CITY COMMERCIAL MANAGEMENT, INC.
- (d) FOREST CITY COMMERCIAL MANAGEMENT, LLC
- (e) FOREST CITY PROPERTIES, LLC
- (f) FOREST CITY REAL ESTATE SERVICES, LLC
- (g) FOREST CITY TRS, LLC
- (h) FC VEGAS, 20, LLC
- (i) FC VEGAS, 39, LLC
- (j) FC/LW VEGAS, LLC
- (k) PQ LAS VEGAS, LLC
- (l) PQ GROUND LEASE, LLC
- (m) QH LAS VEGAS, LLC
- (n) DOWNTOWN VEGAS, LLC
- (o) L/W TIC SUCCESSOR, LLC

RESPONSE #19: See prior disclosure.

20. Copies of any/all lawsuits, judgments, etc., which you or an Associate may be a party to arising on or after January 1, 2007.

RESPONSE #20: Plaintiff has copies of all relevant documents for litigation between the parties.

1 See: Clark County Nevada District Court Documents from Case Number A551073 Dept. No
2 IX Dated November 2007- April 2009 (LVLP000001-LVLP000576)

3 See also: Settlement Agreement January 2010 by/among First Wall Street Capital
4 International LLC d/b/a First Wall Street Capital International ("FW"), Las Vegas Land
5 Partners LLC ("LVLP") and Forest City Enterprises, Inc ("Forest City") (P08883-P08912)

6
7 21. Your New York Income Tax Returns for all periods from January 1, 2007
8 until the present.

9 **RESPONSE #21:** Discovery is continuing. See previously produced tax returns.

10 22. Your Federal Income Tax Returns.

11 **RESPONSE #22:** Discovery is continuing. See previously produced tax returns.

12 23. Copies of any and all documents or Communications as between you and
13 Any "Associate" for the last twelve (12) years.

14
15 **RESPONSE #23:** See Email Correspondence with Matthew Danow Dated March 15,
16 2007 with attachments "Loan Documents for the Heartland and T-QHR Loans to Zoe
17 Property" including: First Promissory Note \$5.4MM; Second Promissory Note \$1.7MM;
18 Deed of Trust; Guaranty; Pledge Agreement (LVLP 100% membership in Leah Property,
19 LLC.); UCC-1 Financing Statement Filed against Zoe in Clark County, NV; UCC-1
20 Financing Statement Filed against LVLP in Delaware; Title Insurance Policy; Borrower's
21 Certificate for Zoe; Secured Promissory Note for T-QHR; Second Deed of Trust for T-QHR -
22 Confidential (P03531-P03674)

23
24 24. Copies of any and all accounting and financial records.

25 **RESPONSE #24:** This request is vague and ambiguous and thus Answering
26 Defendant cannot provide a response.

27 25. Copies of all accounting reports and financial summaries received
28

1 pursuant to the Tenancy in Common Agreement between FC RTC 39, LLC, FC RTC 20,
2 LLC, and Wink One, LLC dated April 28, 2008, and any amendments thereto.

3 **RESPONSE #25:** See responses 1 and 2 herein.

4 26. Copies of any and all quarterly property reports and statements of cash
5 flow received by LEAH PROPERTY as required by the amended and restated operating
6 agreement of FC/LV Las Vegas, LLC.

7 **RESPONSE #26:** Discovery is continuing.

8 27. Copies of all annual certified financial statements of FC/LW Las Vegas,
9 LLC as required by the amended and restated operating agreement of FC/LW Las Vegas,
10 LLC.

11 **RESPONSE #27:** Discovery is continuing.

12 28. Clear legible copies of all checks, and all ledger entries reflecting the
13 payment of attorney's fees by you or any Associate, especially including but not limited
14 to the attorneys that have represented you in this proceeding.

15 **RESPONSE #28:** This request is intended to solely harass answering Defendant and
16 a response is in violation of the attorney client privilege. Subject to this objection,
17 Answering Defendant has previously provided this information in full to Plaintiff.

18 29. All Documents (including without limitation accounting records and
19 supporting documents) that were used in the preparation of the FY2007 to FY2017 tax
20 returns of LEAH PROPERTY, LLC.

21 **RESPONSE #29:** Discovery is continuing.

22 30. All Documents concerning professional services provided for the benefit of
23 LEAH PROPERTY, LLC and its Associates (including without limitation accounting records
24 and supporting documents that were used to provide consulting, accounting,
25
26
27
28

1 bookkeeping, or any other services from January 2, 2007 through the present including but
2 not limited to all signed Engagement letters with CPA's, Accountants, or Lawyers.

3 **RESPONSE #30:** Discovery is continuing.

4 See Engagement Letters between LVLP Holdings and SKE Group, LLC: SKE Group, LLC
5 Engagement Letter with LVLP Holdings, LLC dated January 15, 2008 SPZ001115 –
6 SPZ001117; SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January
7 3, 2016 SPZ001118 – SPZ001120; SKE Group, LLC Engagement Letter with LVLP
8 Holdings, LLC dated January 8, 2015 SPZ001121 – SPZ001123; SKE Group, LLC
9 Engagement Letter with LVLP Holdings, LLC dated January 5, 2014 SPZ001124 –
10 SPZ001126; SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January
11 15, 2013 SPZ001127 – SPZ001129

12
13
14 31. All Documents constituting or concerning Communications, including all
15 email messages sent or received, as between you and Sam K. Spitz, CPA, and/or SKE Group,
16 LLC.

17 **RESPONSE #31:** See prior Spitz production – response 18.

18
19 32. All Documents constituting or concerning Communications as to any
20 Other CPA's Accountants, Bookkeepers, Real Estate brokers, Appraisers, or other third-
21 parties or independent contractors and their Agents.

22 **RESPONSE #32:** See Response for Request #31

23 33. All Documents reflecting or concerning RTC rents associated with LIVE
24 WORK, LLC (including without limitation those that are included in the general ledgers
25 and tax returns of LIVE WORK, LLC and any Associates).

26 **RESPONSE #33:** Discovery is continuing.
27
28

1 See also: General Ledgers for Forest City Enterprises LVLP046-074 (LVLP Nype
2 Docs>defendant's disclosures), See also: RTC Payment Ledger and correspondence
3 LVLP5100001-LVLP51000101 RTC Ground Lease LVLP5000001-5000111, RTC Gaming
4 agreement, payment directions, etc. LVLP4900001-LVLP4900049, RTC SDT cover letter
5 LVLP4800001-LVLP4800002
6

7 34. Documents reflecting or concerning rents from the Book Store located at
8 601 South Main Street, Las Vegas, NV 89101 including without limitation those that are
9 included in the general ledger and tax returns of LEAH PROPERTY, LLC from January
10 1, 2007 through the present.
11

12 **RESPONSE #34:** Discovery is continuing.

13 35. Documents reflecting or concerning rents from the Motel located at: 608
14 First Street, Las Vegas, NV 89101 including without limitation serve those that are
15 included in the general ledgers and tax returns of LEAH PROPERTY, LLC from January
16 1, 2007 through the present.
17

18 **RESPONSE #35:** Discovery is continuing.

19 36. Documents reflecting or concerning rents and/or the source of rents
20 received from Aquarius Owner, LLC during the Relevant Time Period, including without
21 limitation those that appear in the general ledgers through 2012.
22

23 **RESPONSE #36:** Discovery is continuing.

24 37. Documents reflecting or concerning the location of where the Aquarius
25 Owner, LLC rents appear or are grouped in the tax returns of LEAH PROPERTY, LLC.
26

27 **RESPONSE #37:** Discovery is continuing.

28 38. Documents concerning why the Note Receivable (of approximately
\$1/7mm) as shown as due from "Aquarius Owner, LLC" in 2010 (apparently removed

1 by journal entry in 2011).

2 **RESPONSE #38:** Discovery is continuing.

3 39. Documents concerning the accounting treatment or journal entries
4 concerning the 2015-FINAL K-1 of FC/LW Vegas, LLC, including without limitation
5 entries reflecting how and why assets with an original cost basis of \$28M were sold for
6 \$8.5m.)

7 **RESPONSE #39:** Discovery is continuing.

8 40. Documents concerning the accounting treatment or journal entries
9 concerning the 2015 K-1 of QH Las Vegas, LLC, including without limitation the K-1
10 that was marked as FINAL.

11 **RESPONSE #40:** Discovery is continuing.

12 41. Documents concerning the recording or journal entries concerning the
13 disposition of the 40% interest of Stella Property, LLC.

14 **RESPONSE #41:** Discovery is continuing.

15 43. Documents concerning the recording or journal entries concerning the
16 015 K-1 of PQ Las Vegas, LLC and/or PQ Grand Lease, LLC, including without
17 limitation that which was marked as FINAL.

18 **RESPONSE #43 [sic]:** Discovery is continuing.

19 43. Documents concerning the recording, accounting treatment or journal
20 Entries concerning the disposition of the 10% interest of Livework, LLC as to its Joint
21 Venture with various Forest City Affiliated Entities including but not limited to FC
22 Vegas 20, LLC.

23 **RESPONSE #43:** Discovery is continuing.

24 44. Documents concerning the recording, accounting treatment or journal

1 entries concerning the PQ Ground Lease, LLC including without limitation entries
2 concerning why it last appears on the 2012 tax return as passive activity, and why it no
3 longer appears on later year tax returns.

4 **RESPONSE #44:** Discovery is continuing.

5
6 45. Documents constituting or concerning accountings for PQ Las Vegas,
7 LLC and QH Las Vegas, LLC activity included in the tax returns of LEAH PROPERTY,
8 LLC.

9 **RESPONSE #45:** Discovery is continuing.

10 46. Documents constituting or concerning details and supporting work papers
11 concerning the sale of 929 South Casino Center Blvd (as previously held in LEAH, LLC) in
12 2015 for \$1,000,000.

13 **RESPONSE #46:** Discovery is continuing.

14 47. Documents concerning the recording or journal entries concerning the
15 details and supporting work papers concerning the value of 929 South Casino Center
16 Blvd sold by Leah, LLC in 2015 for \$1,000,000.

17 **RESPONSE #47:** Discovery is continuing.

18 48. Documents concerning the details and supporting work papers concerning
19 the calculation of basis included in the sale of 929 South Casino Center Blvd.(resulting in
20 a loss).
21

22 **RESPONSE #48:** Discovery is continuing.

23 49. Documents concerning the details and supporting work papers concerning the
24 partial sale of property held in Leah, LLC, including without limitation that noted as a
25 "partial sale in 2007" by the CPA on his list of disregarded entities.
26

27 **RESPONSE #49:** Discovery is continuing.
28

1 50. Documents concerning the details and supporting work papers of the 2013
2 General ledgers expenses noted as "RMI expenses".

3 **RESPONSE #50:** Discovery is continuing.

4 51. Documents concerning the accounting documentation supporting
5 reimbursement of RMI expenses.
6

7 **RESPONSE #51:** Discovery is continuing.

8 52. Documents concerning Tax Adjustments made by CPA's or Accountants
9 in preparing the tax returns of LEAH PROPERTY, LLC.


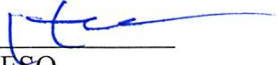
10 **RESPONSE #52:** Discovery is continuing.

11 53. Documents concerning explanations by the CPA or Accountant for Tax
12 Adjustments made in preparing the tax returns of LEAH PROPERTY, LLC.

13 **RESPONSE #53:** Discovery is continuing.

14
15
16 DATED this 10 day of June, 2018.

17 LAW OFFICE OF HAYES & WELSH

18
19  
20 GARRY L. HAYES, ESQ.
21 Nevada State Bar No. 1540
22 199 N. Arroyo Grande Blvd., Ste. 200
23 Henderson, NV 89074
24 *Attorneys for Mitchell Defendants*
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), and EDCR 8.05, I hereby certify that on the 10th day of June, 2018, I served a true and correct copy of the foregoing DEFENDANT LEAH PROPERTY, LLC'S RESPONSES TO PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS through the Court's electronic filing and service system to:

JOHN W. MUIJE, ESQ.
John W. Muije & Associates
1840 E. Sahara Avenue, Ste. 106
Las Vegas, NV 89104
jmuije@muijelawoffice.com
Attorneys for Plaintiffs

HARRY PAUL MARQUIS, ESQ.
Harry Paul Marquis, Chartered
400 South 4th Street, Ste. 300
Las Vegas, NV 89101
harry@marquislaw.net
*Attorneys for Defendants 305 Las Vegas, LLC
and Barnet Liberman*


Employee of the Law Office of Hayes & Welsh

LAW OFFICE OF
HAYES & WELSH
A PROFESSIONAL CORPORATION
199 NORTH ARROYO GRANDE BLVD., SUITE 200
HENDERSON, NEVADA 89074
(702) 434-3444 FAX (702) 434-3739

1 GARRY L. HAYES, ESQ.
2 Nevada State Bar No. 1540
3 MEGAN K. MAYRY MCHENRY, ESQ.
4 Nevada State Bar No. 9119
5 LAW OFFICE OF HAYES & WELSH
6 199 North Arroyo Grande Blvd., Suite 200
7 Henderson, Nevada 89074
8 Phone: 702-832-5592
9 Fax: 702-434-3739
10 m.mayry@lvlaw.com ; L.finchio@nevlaw.com
11 *Attorneys for Mitchell Defendants*

DISTRICT COURT

CLARK COUNTY, NEVADA

10 RUSSELL L. NYPE; REVENUE PLUS, LLC;
11 DOES I-X; DOE CORPORATIONS I-X; and
12 DOE PARTNERSHIPS I-X,

Case No. A-16-740689-B
Department 15

13 Plaintiffs,

14 v.

15 DAVID J. MITCHELL; BARNET LIBERMAN;
16 LAS VEGAS LAND PARTNERS, LLC; MEYER
17 PROPERTY, LTD.; ZOE PROPERTY, LLC;
18 LEAH PROPERTY, LLC; WINK ONE, LLC;
19 LIVE WORK, LLC; LIVE WORK MANAGER,
20 LLC; AQUARIUS OWNER, LLC; LVLP
21 HOLDINGS, LLC; MITCHELL HOLDINGS,
22 LLC; LIBERMAN HOLDINGS, LLC; 305 LAS
23 VEGAS LLC; LIVE WORKS TIC SUCCESSOR,
24 LLC; CASINO COOLIDGE LLC; DOES I-III; and
25 ROE CORPORATIONS I-III, inclusive,

26 Defendants.

27 **DEFENDANT LAS VEGAS LAND PARTNERS, LLC'S RESPONSES TO**
28 **PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

29 Defendant, LAS VEGAS LAND PARTNERS, LLC, through its counsel, Garry L.
30 Hayes, Esq. of the Law Office of Hayes & Welsh, hereby responds to Plaintiffs' First Set
31 of Requests for Production of Documents dated May 8, 2018 as follows:

1 Answering Defendant, in addition to any documents specifically identified herein,
2 incorporates the following documents:

3 **GENERAL RESPONSES**

- 4 A. Any documents previously produced in any other litigation matters between the parties;
5 B. Any documents produced in any proceedings before the Nevada Supreme Court or any
6 other legal proceedings between the parties;
7 C. Any documents produced by any party according to NRCP Rule 16.1 in this matter.

8 **GENERAL OBJECTIONS**

9 The following General Objections are incorporated by reference and made part of
10 Defendant's response to each Request for Production of Documents. These General
11 Objections may be specifically referenced in the responses to the Request for Production of
12 Documents for the purpose of clarity. Any omission to specifically refer to a General
13 Objection, however, should not be construed as a waiver of that General Objection. In
14 addition, by responding to any of the Requests for Production of Documents, Defendant does
15 not waive and expressly preserves the General Objections and does not concede or admit the
16 relevancy of any responses herein.

17 (A) Defendant has previously produced consolidated tax returns. Defendant
18 incorporates in the following responses these previously produced tax returns.

19 (B) Defendant objects to the definitions and instructions accompanying Plaintiff's
20 Request for Production of Documents to the extent they seek to impose duties or obligations
21 upon Defendant greater than required by the Nevada Rules of Civil Procedure and Local
22 Rules for the Nevada District Court.

23 (C) Defendant objects to Plaintiff's Request for Production of Documents to the
24 extent they seek information or documentation that is subject to the attorney/client privilege,
25

1 or is material or information prepared or gathered in anticipation of litigation, or material or
2 information which constitutes protected work product, or material or information that is
3 subject to any other applicable privilege or immunity. Any information provided in the
4 following responses shall not constitute a waiver of any privilege or immunity.
5

6 (D) Defendant objects to Plaintiff's Request for Production of Documents to the
7 extent they seek information that is not in Defendant's possession, custody, care or control,
8 or to the extent they seek information that can be obtained from other sources that are more
9 convenient, less burdensome and less expensive.

10 (E) Defendant objects to Plaintiff's Request for Production of Documents to the
11 extent that they seek disclosure of information that is confidential and/or proprietary in
12 nature, or otherwise constitutes confidential business information and/or trade secrets. All
13 documents produced are subject to the terms of a protective order.
14

15 (F) Defendant objects to Plaintiff's Request for Production of Documents to the
16 extent they are vague, ambiguous, duplicative, harassing, argumentative, too general,
17 oppressive, overbroad, unduly burdensome, and to the extent that they seek information
18 neither relevant to any claims or defenses nor reasonably calculated to lead to the discovery
19 of admissible evidence.
20

21 (G) Defendant objects to Plaintiff's Request for Production of Documents to the
22 extent that they call for speculation or seek legal conclusions.

23 (H) Defendant's responses to Plaintiff's Request for Production of Documents
24 shall not be deemed to waive Defendant's right to object to the relevance or admissibility of
25 any of the materials contained in such response on any ground, and Defendant expressly
26 reserves all such objections. Defendant's responses also shall not be deemed as waivers of
27 any general or specific objections. Further, Defendant reserves its right to supplement,
28

1 amend or correct its responses in accordance with its obligations under the Nevada Rules of
2 Civil Procedure and/or Local Rules for the Nevada District Court.

3 (I) Defendant objects to Plaintiff's definitions of YOU, YOUR, DEFENDANT
4 on the grounds that such definitions are overbroad and require Defendant to provide answers
5 on behalf of companies and entities it does not oversee, manage, control, direct or supervise
6 and over which it has no right to control, to be responsible for or to be in charge of. Subject
7 to and without waiving this objection, all answers provided herein are given by Defendant
8 only and are not given on behalf of any other entity.

9
10 (J) All answers shall be expressly subject to these General Objections set forth
11 herein, which are incorporated into each and every answer set forth below.

12 (K) All production is subject to any applicable Confidentiality Agreements or
13 Orders.

14 (L) Included in these responses are all previously produced documents in this and
15 all other legal proceedings between the parties.

16
17 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:**

18
19 1. Copies of all Limited Liability foundational documents, including but not
20 limited to Operating Agreement, Articles, Minutes, By-Laws, Ownership or Ownership
21 Transfer Ledgers and other "corporation" or Limited Liability Company records, generated
22 since January 1, 2007.

23
24 **RESPONSE #1:** See Certificate for LVLP (P01513 – P01517); Certificate of
25 Formation for LVLP with Delaware Secretary of State (P01518 – P01520); Amended and
26 Restated Operating Agreement of LVLP dated 12/15/2004 (P01521 – P01552); Application
27 for Foreign Registration with Nevada Secretary of State for LVLP (P01553 – P01555),
28

1 Certificate of Good Standing with Delaware Secretary of State for LVLP dated 4/10/2008
2 (P01556); Certificate of Good Standing with Nevada Secretary of State dated 4/10/2008
3 (P01557); Unanimous Consent of the Members of LVLP dated 4/2008 (P01558 – P01563);
4 Annual List of Managing Members for Las Vegas Land Partners, LLC (P03268-P03269);
5 Certificate of Formation for Las Vegas Land Partners, LLC (P04316-P04317); Foundational
6 Documents for Las Vegas Land Partners, LLC (P04480-P04526); Foundational Documents
7 of Las Vegas Land Partners, LLC (P04867-P04913)
8

9 2. Copies of any partnership or joint venture agreements or documents and all
10 correspondence related thereto since January 1, 2007.
11

12 **RESPONSE #2:**

13 See Sale of Las Vegas, NV Property: Livework, LLC as seller to FC Vegas 39, LLC and FC
14 Vegas 20, LLC as purchaser June 22, 2007 – Signed by David Mitchell as the Authorized
15 Member of Sole member of Zoe Property LLC, Las Vegas Land Partners, LLC (P00001-
16 P00444)
17

18 Purchase of 625 South 1st Street, Las Vegas, NV By LiveWork, LLC, FC Vegas 39, LLC,
19 and FC Vegas 20, LLC: George A. Cromer Family Trust and the Estate of George A. Cromer
20 as seller to Meyer Property, LLC as purchaser – Signed by David Mitchell as the Managing
21 Member of Meyer Property LLC, Las Vegas Land Partners, LLC (P00445-P00525)
22

23 Agreement of Purchase and Sale of Property May 2007 Livework LLC, Zoe and FCI and
24 FCII (Unsigned, but lists David Mitchell as Authorized Member of Zoe Property, LLC by
25 Las Vegas Land Partners, LLC, “its sole member”) (P00689-P00721)
26

27 Earnest Money Deposit Agreement with LiveWork, LLC and Zoe Property, LLC as “Seller”
28 and Forest City Commercial Development, Inc. as “Buyer” (Signed only by David LaRue;
David Mitchell listed in signature lines as President of LiveWork, LLC, and Authorized
Member of Zoe Property, LLC by Las Vegas Land Partners, LLC “it’s sole member”)
(P00957-P00960)

Proposal between Kleinfelder and Forest City - “Limited Phase II Environmental Site
Investigation, Various Blocks – Downtown Las Vegas Land Partner Properties Las Vegas,
NV” and “Master Services Agreement”. (P01304-P01313)

Drafts of Agreement of Purchase and Sale between Livework LLC and Zoe Property LLC as
“Seller” and Forest City “Buyer” – Unsigned signature line has David Mitchell as President
of Livework, LLC and Authorized Member of Las Vegas Land Partners LLC, sole member
of Zoe Property, LLC. (P01988-P02329)

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Drafts of Agreement of Purchase and Sale between Livework, LLC and Zoe Property, LLC as “Seller” and FC I LLC and FC II LLC as “Buyer” – unsigned signature line lists David Mitchell as President of Livework, LLC and Authorized Member of Las Vegas Land Partners, sole member of Zoe Property, LLC (P02907-P03044)

Draft Earnest Money Deposit Agreement by and between Livework, LLC and Zoe Property, LLC as “Seller” and Forest City Development, Inc. as “Buyer” – Unsigned Signature line lists David Mitchell as President of Livework, LLC, and Authorized Member of Las Vegas Land Partners for Zoe Property, LLC (P03175-P03178)

Final Drafts of Earnest Money Deposit Agreement by and between Livework, LLC and Zoe Property, LLC as “Seller” and Forest City Commercial Group, Inc. as “Buyer” – signed signature line lists David Mitchell as President of Livework, LLC, and Authorized Member of Las Vegas Land Partners for Zoe Property, LLC (P03191-P03202)

Agreement of Purchase and Sale between Livework, LLC and Zoe Property LLC as “Seller” and Forest City Commercial Development, Inc. as “Buyer” – Unsigned signature line lists David Mitchell as President of Livework, LLC and Authorized Member of Las Vegas Land Partners, LLC, sole member of Zoe Property, LLC. (P03274-P03307)

Promissory Note between Zoe Property “Borrower” and Heartland Bank “Bank” – Signed by David Mitchell as Authorized Member of Las Vegas Land Partners, sole member of Zoe Property, LLC (P03320-P03333)

Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents, Proceeds, and Agreements between Zoe Property “Grantor” to Nevada Title Company “Trustee” and for the benefit of Heartland Bank “Beneficiary” including pledge agreement signed by David Mitchell as Authorized Member of Las Vegas Land Partners, LLC, also including an Acknowledgment signed by David Mitchell as Authorized Member of Las Vegas Land Partners, LLC by Leah Property, LLC. (P03334-P03408)

Second Deed of Trust and Loan Policy Title of Insurance between Zoe Property, LLC as “Trustor” or “Grantor” and Nevada Title Company as “Trustee” and T-QHR, LLC as “Beneficiary” – Signed by David Mitchell as Managing Member of Las Vegas Land Partners, LLC, sole member of Zoe Property, LLC (P03409-P03441)

Foundational Documents for Zoe Land, LLC with Resolution “Consent of the Sole Member of Zoe Property, LLC” signed by David David Mitchell and Barnet Liberman as Managing Members of Las Vegas Land Partners, LLC. (P03660-P03674)

Sale of Las Vegas Property from Livework, LLC to FC Vegas 39, LLC and FC Vegas 20, LLC Dated June 22, 2007. Includes: Agreement of Purchase and Sale between Livework, LLC and Zoe Property, LLC as “Seller” and Forest City Commercial Development, Inc as “Buyer – signed by David Mitchell as President of Livework, LLC and as Authorized Member of Las Vegas Land Partners, LLC, sole member of Zoe Property, LLC; TIC Agreements by and among FC Vegas 39, LLC, FC Vegas 20, LLC, and Livework, LLC; TIC Management Agreement by and amone FC Vegas, 39, LLC, FC Vegas 20, LLC and

1 Livework, LLC as “Owner(s)” and Forest City Commercial Management, Inc as “Manager”
2 (P03675-P04118)

3 Lease Agreement by and between Meyer Property, LLC “Landlord” and Tad Porter and
4 William R. Devlin “Tenant” – signed by David Mitchell as Authorized Member of Las
Vegas Land Partners, LLC for Meyer Property, LLC, Landlord (P04161-04168)

5 Unanimous Written Consent of the Members of Las Vegas Land Partners LLC as sole
6 member of Livework Manager, LLC, and as sole member of Livework, LLC [Resolves
7 Agreement of Purchase and Sale by and between Livework, LLC and Zoe Property, LLC,
and also involves FC Vegas 39 LLC and FC Vegas 20, LLC] (P04445-P04453)

8 Agreement of Purchase and Sale between Livework, LLC and Zoe Property, LLC as “Seller”
9 and Forest City Commercial Development, Inc. as “Buyer” – unsigned signature line lists
10 David Mitchell as President of Livework, LLC and Authorized Member of Las Vegas Land
Partners, sole member of Zoe Property, LLC (P04667-P04710)

11 Agreement of Purchase and Sale between Livework, LLC and Zoe Property, LLC as “Seller”
12 and Forest City Commercial Development, Inc. as “Buyer” – signed by David Mitchel as
13 President of Livework, LLC and as Authorized Member of Las Vegas Land Partners, LLC,
sole member of Zoe Property, LLC (P05069-P05125)

14 TIC Agreement entered by and among FC Vegas 39, LLC, FC Vegas 20, LLC, and
15 Livework, LLC – with unsigned signature line for Livework Manager, LLC (P05126-
P05159)

16 Gaming Machine Agreement by and between Casino Center Partners, LLC “Operator” and
17 RTC of Southern Nevada with mention of Las Vegas Land Partners, LLC, in regards to a
lease. (P05325-P05339)

18 Warrant Purchase Agreement by and between Orpheus Holdings, LLC “Seller” and
19 Charleston Casino Partners, LLC “Purchaser” – Unsigned signature line lists David Mitchell
20 as Authorized Member of Las Vegas Land Partners, LLC, sole member of Charleston Casino
Partners, LLC (P05414-P05419)

21 Warrant Purchase Agreement by and between North American Company for Life and Health
22 Insurance, LLC “Seller” and Charleston Casino Partners, LLC “Purchaser” – signed by
23 David Mitchell as Authorized Member of Las Vegas Land Partners, Sole Member of
Charleston Casino Partners, LLC. (P05432-P05437)

24 Warrant Purchase Agreement by and between Midland National Life Insurance Company,
25 LLC “Seller” and Charleston Casino Partners, LLC “Purchaser” – signed by David Mitchell
as Authorized Member of Las Vegas Land Partners, Sole Member of Charleston Casino
26 Partners, LLC. (P05438-P05443)

27 Hand Edited Draft of Warrant Purchase Agreement by and between Orpheus Holdings, LLC
28 “Seller” and Charleston Casino Partners, LLC “Purchaser” – unsigned signature line lists

1 David Mitchell as Authorized Member of Las Vegas Land Partners, Sole Member of
2 Charleston Casino Partners, LLC. (P05452-P05457)

3 Warrant Purchase Agreement by and between Orpheus Holdings, LLC "Seller" and
4 Charleston Casino Partners, LLC "Purchaser" – unsigned signature line lists David Mitchell
5 as Authorized Member of Las Vegas Land Partners, Sole Member of Charleston Casino
6 Partners, LLC. (P05458-P05464)

7 Earnest Money Deposit Agreement by and between Livework, LLC and Zoe Property, LLC
8 as "Seller" and Forest City Commercial Development, Inc. "Buyer" – Unsigned signature
9 line lists David Mitchell as President of Livework, LLC and Authorized member of Las
10 Vegas Land Partners, LLC, sole member of Zoe Property, LLC (P05485-P05487)

11 Agreement of Purchase and Sale by and between Livework, LLC and Zoe Property as
12 "Seller" and Forest City Commercial Development as "Buyer" - Unsigned Signature line lists
13 David Mitchell as President of Livework, LLC, and Authorized Member of Las Vegas Land
14 Partners for Zoe Property, LLC (P05542-P05597)

15 Drafts of Non-Exclusive Agent/Financing Letter between Las Vegas Land Partners, LLC and
16 First Wall Street Capital International (P05746-P05756)

17 Drafts of Letter of Intent between Forest City Commercial Group, Inc and Las Vegas Land
18 Partners, LLC dated February, 2007 (P010446-P010449)

19 Gaming Machine Agreement Letter from FC Vegas 39, LLC between Casino Center
20 Partners, LLC and RTC – unsigned signature line lists Las Vegas Land Partners, LLC
21 (P010748-P010751)

22 3. Copies of all tax returns for such business(es) filed since January 1, 2007.

23 **RESPONSE #3:**

24 LVLP Holdings, LLC Federal Income Tax Returns FY 2005 (LVLP005000-LVLP005031),
25 FY 2006 (P01097-P010948), FY 2007 (P010954-P010966), FY 2008 (P010967-P010981),
26 FY 2009 (P010982-P010998), FY 2010 (LVLP 005113-LVLP005134, LVLP12-00001-
27 LVLP12-00004), FY 2012 (LVLP005238-LVLP5258), FY 2013 (LVLP09-00003-LVLP09-
28 00022), FY 2014 (SPZ000441-SPZ000460), FY 2015 (MIT002369-MIT002403), FY 2016
(SPZ000645-SPZ000663); LVLP Holdings New York State Income Tax Return FY 2012
(LVLP10-00037-LVLP10-00058), FY 2013 (LVLP09-00023-LVLP09-00062), FY 2015
(MIT002381-MIT002403)

1 4. Copies of any and all Federal Employer Identification Numbers, Sales Tax
2 Numbers, State Tax Numbers and City Tax Numbers

3 **RESPONSE #4:** Subject to prior disclosure, no additional documents.

4 5. Copies of all business license records for all Associate companies.

5 **RESPONSE #5:** Subject to prior disclosure, no additional documents.

6 6. Copies of any/all new or amended contracts involving LAS VEGAS LAND
7 PARTNERS, LLC or its Associates since January 1, 2007.

8 **RESPONSE #6:** See also response for Request #2

9
10 Sale of Las Vegas Nevada Property from Livework, LLC to FC Vegas 39 LLC and FC
11 Vegas 20 LLC Dated June 22, 2007 Katsky Korins, LLP (P03675-P04118). The Seller's
12 Certificate in this document is signed by David Mitchell on behalf of Zoe Property (P03870).

13 The sole member of Zoe Property listed on the document is Las Vegas Land Partners; David
14 Mitchell also signed a Summary of Terms and Conditions Discussion sheet with KeyBank on
15 June 6, 2007, on behalf of LiveWork, LLC and Zoe Property Inc (P04816);

16 Livework, LLC Foundational Documents (P04912-P05018) David Mitchell and Barnett
17 Liberman signed the Limited Liability Company Agreement for Livework Manager, LLC
18 "By Las Vegas Land Partners, LLC, its sole member" (P04991), David Mitchell also signed
19 a consent in this document by "Las Vegas Land Partners, LLC..." (P05017);

20 Gaming Machine Agreement b/w Casino Center Partners and RTC involving Las Vegas
21 Land Partners (4/2/2007) (P05325-P05339) Signed by David Mitchell (No Name or Title
22 beneath signature line);

23 Agreement of Purchase and Sale b/w Livework, Zoe Property, and Forest City Commercial
24 Development Inc (P05542-P05565) Signed by Davide Mitchell on behalf of Zoe Properties
25 "By Las Vegas Land Parnters, LLC, it's sole member" (P05565);

7. Copies of any and all documents whereby you or an Associate acquired or disposed of an interest in any business(es) since January 1, 2007.

RESPONSE #7: Discovery is continuing.

Barnet Liberman Interest Accrual August 2004 - February 2009 (SPZ00854-SPZ000856),

David Mitchell Interest Accrual August 2004 – February 2009 (SPZ000857-SPZ000859)

8. Copies of any employment or consulting contracts to which you or an Associate are a party as amended or created since January 1, 2007.

RESPONSE #8: Discovery is continuing.

9. All bank statements for all accounts on which you have been a signatory since January 1, 2007.

RESPONSE #9: See Signature Bank Statements January 2006- December 2010 for Primary Acct 0489 (LVLP BANK STATEMENTS 0004- 0204), Signature Bank Statements October 2011 – March 2014 for Primary Acct 0489 (MIT000229-MIT000391), Signature Bank Statements April 2014 – November 2014 for Primary Acct 0489 (MIT002468-MIT002491), Signature Bank Statements January 2015- February 2016 for Primary Acct 0489 (MIT002122-MIT002148), Signature Bank Statements December 2013-January 2015 for Primary Acct 0071 (SPZ000478-SPZ000496); Copies of checks from Las Vegas Land Partners , LLC to Soozie Jones Walker Dated October and November 2016 from primary account ending 0489 (LVLP Nype Docs>documents produced feb 23 2017>LVLP payment checks 3035 and 3010.pdf – no date stamps)

10. All check books, check registers, bank statements, deposit slips and canceled checks for all bank, savings, loan and/or any credit union accounts, in which the business owns or owned any interest whatsoever, or in which it was authorized to draw checks,

1 whether said documents were in its name alone, in the name of another person, or in the
2 name of another and Defendant as joint tenants, since January 1, 2007.

3 **RESPONSE #10:** See response for Request #9; See also: LVLP Check Register
4 December 2007 – April 2015 (SPZ000342-SPZ000368); Signature Bank Loan Statements
5 January 2013 – January 2014 for acct 5001 (SPZ000177-SPZ000190);
6

7 11. All check books with check stubs, and any and all general ledgers or journals
8 recording the financial activity of you or an Associates since January 1, 2007.

9 **RESPONSE #11:** See Barnet Liberman Interest Accrual August 2004 - February
10 2009 (SPZ00854-SPZ000856), David Mitchell Interest Accrual August 2004 – February
11 2009 (SPZ000857-SPZ000859); General Ledgers for Las Vegas Land Partners 2006-2014
12 (MIT000593-MIT000744), General Ledger for Las Vegas Land Partners 2014 (SPZ000411-
13 SPZ000431), General Ledger for Las Vegas Land Partners 2015 (MIT002413-0002417,
14 SPZ000506-SPZ000522), General Ledger for Las Vegas Land Partners 2016 (MIT002116-
15 MIT002118, SPZ000666-SPZ000681), General Ledgers for Las Vegas Land Partners 2005
16 (SPZ000910-SPZ000944)
17

18 12. Any notes showing money owed to you or an Associate amended or arising
19 since January 1, 2007.
20

21 **RESPONSE #12:** Discovery is continuing.

22 13. Copy of all accounts receivable documents, for you and your Associates, both
23 current and as recorded since July 1, 2015.

24 **RESPONSE #13:** Discovery is continuing.

25 14. A copy of any and all leases regarding any real estate or other property not
26 owned by yourself or the business, but for which regular monthly lease payments are being
27 made by yourself or on behalf of the business since January 1, 2007.
28

1 **RESPONSE #14:** Discovery is continuing.

2 15. Copies of all titles, registration and insurance policies or certificates as to any
3 vehicles owned or leased by the business or any Associate.

4 **RESPONSE #15:** Discovery is continuing.

5 16. All general ledgers, accounting journals, financial statements or other
6 financial records prepared or maintained since January 1, 2007.

7 **RESPONSE #16:** See David Mitchell Capital Account Activity for LVLP Holdings
8 August 2004 – December 2013 (SPZ000865-SPZ000868), Barnet Liberman Capital Account
9 Activity for LVLP Holdings August 2004 – December 2013 SPZ000861-SPZ000864); See
10 also Las Vegas Land Partners General Ledgers December 2005-December 2016
11 (SPZ000681-SPZ000910); See also Las Vegas Land Partners, LLC Bank Statements January
12 2006- March 2014 for Primary Acct 0489 (MIT000001-MIT000391), Signature Bank
13 Statements January 2014 – December 2014 for Primary Acct 0489 (SPZ000474-
14 SPZ000497), Signature Bank Statements January 2015- February 2016 for Primary Acct
15 0489 (MIT002122-MIT002148), Signature Bank Statements December 2013-January 2015
16 for Primary Acct 0071 (SPZ000478-SPZ000496); See Also Forrest City General Ledgers
17 (LVLP046-LVLP074) in LVLP Nype Docs> defendant's disclosures (Refers to FC RTC 20,
18 LLC)
19
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21

22 17. All documents concerning or constituting supporting work papers and/or
23 documents used by LAS VEGAS LAND PARTNERS, LLC from January, 1, 2007 through
24 the present, used for accounting and tax purposes, including but not limited to:

25 Bank Statements

26 Cancelled Checks

27 Deposit receipts
28

1 General ledgers

2 Electronic work sheets

3 Loan documents, including year-end statements

4 Amortization schedules

5 Purchase documents

6 Agreements and contracts

7
8 Details and description of assets included on the tax returns of
9 LAS VEGAS LAND PARTNERS, LLC

10 Details of Notes receivables included on the tax returns and how
11 they were repaid, copies of all related promissory notes

12 Depreciation schedules on properties included on the tax returns

13 All K-1's, or accountings from affiliated entities used to prepare
14 tax returns

15 **RESPONSE #17:** See responses to Requests for Production 8-15

16 18. All Communications as between your company (or any Associate) from Jan 1,
17 2007 to present, with all accounting, bookkeeping and financial personnel, whether
18 Individual, Firm, Company, or Subcontractor, including but not limited to any CPA,
19 Bookkeeper, Tax preparer, Auditor, Accountant, Computer Specialist, Consultant, Clerk,
20 Assistant, or employee whose job was to provide Bookkeeping services, Tax Preparation
21 services, Audit services, Tax planning, Comptroller services, Valuation services, Estate
22 services, Litigation Support services, Financial Reporting services, Financial Statement
23 Preparation services, Services for the Recordation of Accounting Transactions manually or
24 into a Computer, Services for Inspecting, Transmitting, or Receive Accounting Data, and any
25 Services for purposes of Storing and/or Preserving Accounting Records Manually or by
26 Computer.
27
28

RESPONSE #18: See chart of Indexed Documents previously produced below:

Sam Spitz Production -
February 2018

SPZ000001	LVLP ENG LETTER 2017 SPZ000001
SPZ000002	Bank Rec 12.31.13 from LVLP - 2013 Register 09.03.14 SPZ000002
SPZ000003 - SPZ000054	Copy of LVLP - 2013 Register 09.03.14 SPZ000003-SPZ000054
SPZ000055 - SPZ000106	Copy of LVLP - 2013 Register for QB SPZ000055-SPZ000106
SPZ000107 - SPZ000130	FC_LW Vegas LLC 2012 1065 fye 01.31.13 SPZ000107-SPZ000130
SPZ000131 - SPZ000153	FC_LW Vegas LLC 2013 1065 SPZ000131-SPZ000153
SPZ000154 - SPZ000176	Leah Property LLC - VNB New York - 2013 Loan Statements SPZ000154-SPZ000176
SPZ000177 - SPZ000190	LVLP - Signature Bank - 2013 Loan Statements SPZ000177- SPZ000190
SPZ000191 - SPZ000192	LVLP 12.31.13 AJEs SPZ000191-SPZ000192
SPZ000193 - SPZ000194	LVLP 12.31.13 ATB SPZ000193-SPZ000194
SPZ000195 - SPZ000225	LVLP 2013 TR SPZ000195-SPZ000225
SPZ000226	LVLP BS 2013 SPZ000226
SPZ000227 - SPZ000244	LVLP GL 2013 SPZ000227-SPZ000244
SPZ000245	LVLP INC STMT 2013 SPZ000245
SPZ000246 - SPZ000263	PQ Las Vegas LLC 2012 1065 fye 01.31.13 SPZ000246-SPZ000263
SPZ000264 - SPZ000284	QH Las Vegas LLC 2012 1065 fye 01.31.13 SPZ000264-SPZ000284
SPZ000285 - SPZ000288	Barnet Liberman LVLP Capital Account Activity SPZ000285- SPZ000288
SPZ000289 - SPZ000294	David Mitchell LVLP Capital Account Activity SPZ000289-SPZ000294
SPZ000295	Email Confirmation - 12.24.14 SPZ000295
SPZ000296	HB Invoice - 10.03.14 SPZ000296
SPZ000297 - SPZ000302	Heartland Bank - Payoff SPZ000297-SPZ000302
SPZ000303 - SPZ000304	Leah Property - Deed SPZ000303-SPZ000304
SPZ000305 - SPZ000306	Leah Property LLC - Consent of the Sole Member of Leah Property LLC - 12.19.14 SPZ000305-SPZ000306
SPZ000307	Letter Confirmation - 12.11.14 SPZ000307
SPZ000308	Letter Confirmation - 12.22.14 SPZ000308
SPZ000309	LVLP 2014 aje SPZ000309
SPZ000310 - SPZ000310	LVLP 2014 Check Register (2) SPZ000310-SPZ000341
SPZ000373 - SPZ000409	LVLP 2014 Check Register SPZ000373-SPZ000409
SPZ000410	LVLP BS 2014 SPZ000410
SPZ000411 - SPZ000431	LVLP GL 2014 SPZ000411-SPZ000431

1	SPZ000432 - SPZ000434	LVLP Holdings LLC - 2014 Form IT204LL SPZ000432-SPZ000434
2	SPZ000435	LVLP INC STMT 2014 2 SPZ000435
3	SPZ000436	LVLP INC STMT 2014 SPZ000436
4	SPZ000437 - SPZ000440	LVLP Partners Capital Account Summary SPZ000437-SPZ000440
5	SPZ000441 - SPZ000460	LVLP TR 2014 SPZ000441-SPZ000460
6	SPZ000461	LVLP Unknown Partner Account Activity SPZ000461
7	SPZ000462 - SPZ000464	LVLP VNB Loan 2014 SPZ000462-SPZ000464
8	SPZ000465 - SPZ000467	Release of Lease Guaranty 2814480329 SPZ000465-SPZ000467
9	SPZ000468 - SPZ000473	Schedule K-1s -2014 FC_LW PQ Las Vegas and QH Las Vegas LLC SPZ000468-SPZ000473
10	SPZ000474 - SPZ000481	Signature Bank - Joint Acct - 01 thru 02 -2014 SPZ000474-SPZ000481
11	SPZ000482 - SPZ000483	Signature Bank - Joint Acct - 01-2015 SPZ000482-SPZ000483
12	SPZ000485 - SPZ000484	Signature Bank - Joint Acct - 02-2014 SPZ000484
13	SPZ000485 - SPZ000486	Signature Bank - Joint Acct - 03-2014 SPZ000485-SPZ000486
14	SPZ000487 - SPZ000488	Signature Bank - Joint Acct - 04-2014 SPZ000487-SPZ000488
15	SPZ000489	Signature Bank - Joint Acct - 05-2014 SPZ000489
16	SPZ000490	Signature Bank - Joint Acct - 06-2014 SPZ000490
17	SPZ000491	Signature Bank - Joint Acct - 07-2014 SPZ000491
18	SPZ000492	Signature Bank - Joint Acct - 08-2014 SPZ000492
19	SPZ000493	Signature Bank - Joint Acct - 09-2014 SPZ000493
20	SPZ000494	Signature Bank - Joint Acct - 10-2014 SPZ000494
21	SPZ000495	Signature Bank - Joint Acct - 11-2014 SPZ000495
22	SPZ000496 - SPZ000497	Signature Bank - Joint Acct - 12-2014 SPZ000496-SPZ000497
23	SPZ000498 - SPZ000504	Valley National Bank - Release of Guaranty for David J. Mitchell SPZ000498-SPZ000504
24	SPZ000505	LVLP 2015 AJE SPZ000505
25	SPZ000506 - SPZ000522	LVLP 2015 GL SPZ000506-SPZ000522
26	SPZ000523 - SPZ000531	LVLP 2015 Transactions SPZ000523-SPZ000531
27	SPZ000532	LVLP BS 12.31.15 SPZ000532
28	SPZ000533 - SPZ000534	LVLP EFILE RECEIPT FOR 2015 SPZ000533-SPZ000534
	SPZ000535	LVLP INC STMT 12.31.15 SPZ000535
	SPZ000536 - SPZ000556	LVLP TR 2015 SPZ000536-SPZ000556
	SPZ000557 - SPZ000644	LVLP 2016 SPZ000557-SPZ000644
	SPZ000645 - SPZ000663	LVLP 2016 TR SPZ000645-SPZ000663
	SPZ000664	LVLP AJE 12.31.16 SPZ000664

1	SPZ000665	LVLP BS 12.31.16 SPZ000665
2	SOZ000666 - SPZ000681	LVLP GENL LEDGER 12.31.16 SPZ000666-SPZ000681
3	SPZ000682	LVLP INC STMT 13.31.16 SPZ000682
4	SPZ000683 - SPZ000686	Statements - 2016 SPZ000683-SPZ000686
5	SPZ000687 - SPZ000706	FC_LW Vegas LLC 2014 1065 SPZ000687-SPZ000706
6	SPZ000707 - SPZ000724	PQ Las Vegas LLC 2014 1065 SPZ000707-SPZ000724
7	SPZ000725 - SPZ000742	QH Las Vegas LLC 2014 1065 SPZ000725-SPZ000742
8	SPZ000743 - SPZ000774	FC-LW Vegas LLC 2015 1065 SPZ000743-SPZ000774
9	SPZ000775 - SPZ000796	QH Las Vegas LLC 2015 1065 SPZ000775-SPZ000796
10	SPZ000820	PQ Las Vegas 2015 1065 SPZ000797-SPZ000820
11	SPZ000821 - SPZ000842	PQ Las Vegas LLC 2016_US_1065 SPZ000821-SPZ000842
12	SPZ000843	2006-2007 BILLING SPZ000843
13	SPZ000844	2008 BILLING SPZ000844
14	SPZ000845	2009 BILLING SPZ000845
15	SPZ000846	2010 BILLING SPZ000846
16	SPZ000847	2011 BILLING SPZ000847
17	SPZ000848	2011-2014 GL BILLING SPZ000848
18	SPZ000849	2012 BILLING SPZ000849
19	SPZ000850	2013 BILLING SPZ000850
20	SPZ000851	2014 BILLING SPZ000851
21	SPZ000852	2015 BILLINGS SPZ000852
22	SPZ000853	2016 BILLING SPZ000853
23	SPZ000854 - SPZ000856	Barnet LVLP Interest Accrual 02.27.09 SPZ000854-SPZ000856
24	SPZ000857 - SPZ000859	David Mitchell LVLP Interest Accrual 02.27.09 SPZ000857-SPZ000859
25	SPZ000860	DISREGARDED ENTITIES SPZ000860
26	SPZ000861 - SPZ000864	LVLP Barnet Capital Account Activity SPZ000861-SPZ000864
27	SPZ000865 - SPZ000868	LVLP David Capital Account Activity SPZ000865-SPZ000868
28	SPZ000869 - SPZ000871	LVLP DISREGARDED ENTITIES SPZ000869-SPZ000871.pdf
29	SPZ000872	LVLP Unallocated contributions from partners SPZ000872
30	SPZ000873	NOTE_VEGAS 21104000 SPZ000873
31	SPZ000874 - SPZ000880	VEGAS EXPENSES AND TRANSACTION - LOAN RECEIVED PAID SPZ000874-SPZ000880
32	SPZ000881 - SPZ000888	Las Vegas Land Partners - 2011 GL SPZ000881-SPZ000888
33	SPZ000889 - SPZ000893	Las Vegas Land Partners - 2012 GL SPZ000889-SPZ000893
34	SPZ000894 - SPZ000899	Las Vegas Land Partners - 2013 GL SPZ000894-SPZ000899

1	SPZ000900 - SPZ000909	Las Vegas Land Partners - 2014 GL SPZ000900-SPZ000909
2	SPZ000910 - SPZ000944	LVLP 2004-2005 ledger SPZ000910-SPZ000944
3	SPZ000945 - SPZ000972	LVLP 2006 ledger SPZ000945-SPZ000972
4	SPZ000973 - SPZ000997	LVLP 2007 ledger SPZ000973-SPZ000997
5	SPZ000998 - SPZ001017	LVLP 2008 ledger SPZ000998-SPZ001017
6	SPZ001018 - SPZ001033	LVLP 2009 ledger SPZ001018-SPZ001033
7	SPZ001034 - SPZ001048	LVLP 2010 ledger SPZ001034-SPZ001048
8	SPZ001049 - SPZ001052	LVLP 2010 cash account activity SPZ001049-SPZ001052
9	SPZ001053 - SPZ001058	LVLP 2011 cash account activity SPZ001053-SPZ001058
10	SPZ001059 - SPZ001066	LVLP 2011 Trial Balance SPZ001059-SPZ001066
11	SPZ001067 - SPZ001087	LVLP 2011TO 2014 Revised Trial Balances SPZ001067-SPZ001087
12	SPZ001088 - SPZ001089	LVLP 2012 cash account activity SPZ001088-SPZ001089
13	SPZ001090 - SPZ001093	LVLP 2012 Trial Balance SPZ001090-SPZ001093
14	SPZ001094 - SPZ001096	LVLP 2013 cash account activity SPZ001094-SPZ001096
15	SPZ001097 - SPZ001100	LVLP 2013 Trial Balance SPZ001097-SPZ001100
16	SPZ001101 - SPZ001104	LVLP 2014 cash account activity SPZ001101-SPZ001104
17	SPZ001105 - SPZ001109	LVLP 2014 Trial Balance SPZ001105-SPZ001109
18	SPZ001110 - SPZ001114	LVLP Subpoena SPZ001110-SPZ001114
19	<u>Sam Spitz Production -</u>	
20	<u>March 2018</u>	
21	SPZ001115 - SPZ001117	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 15, 2008
22	SPZ001118 - SPZ001120	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 3, 2016
23	SPZ001121 - SPZ001123	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 8, 2015
24	SPZ001124 - SPZ001126	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 5, 2014
25	SPZ001127 - SPZ001129	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 15, 2013
26	<u>Sam Spitz Production - April</u>	
27	<u>2018</u>	
28	SPZ001130 - SPZ001475	SKE Group, LLC E-Mail Correspondence (with privilege log)

19. All Communications as between LAS VEGAS LAND PARTNERS, LLC and any of the following:

- (a) FOREST CITY ENTERPRISES, INC.
- (b) FOREST CITY ENTERPRISES, L.P.
- (c) FOREST CITY COMMERCIAL MANAGEMENT, INC.
- (d) FOREST CITY COMMERCIAL MANAGEMENT, LLC
- (e) FOREST CITY PROPERTIES, LLC
- (f) FOREST CITY REAL ESTATE SERVICES, LLC
- (g) FOREST CITY TRS, LLC
- (h) FC VEGAS, 20, LLC
- (i) FC VEGAS, 39, LLC
- (j) FC/LW VEGAS, LLC
- (k) PQ LAS VEGAS, LLC
- (l) PQ GROUND LEASE, LLC
- (m) QH LAS VEGAS, LLC
- (n) DOWNTOWN VEGAS, LLC
- (o) L/W TIC SUCCESSOR, LLC

RESPONSE #19: See responses 2 and 3.

20. Copies of any/all lawsuits, judgments, etc., which you or an Associate may be a party to arising on or after January 1, 2007.

RESPONSE #20: Plaintiff has copies of all relevant documents for litigation between the parties.

See: Clark County Nevada District Court Documents from Case Number A551073 Dept. No IX Dated November 2007- April 2009 (LVLP000001-LVLP000576)

1 See also: Settlement Agreement January 2010 by/among First Wall Street Capital
2 International LLC d/b/a First Wall Street Capital International ("FW"), Las Vegas Land
3 Partners LLC ("LVLP") and Forest City Enterprises, Inc ("Forest City") (P08883-P08912)

4 21. Your New York Income Tax Returns for all periods from January 1, 2007
5 until the present.
6

7 **RESPONSE #21:** LVLP Holdings New York State Income Tax Return FY 2012 (LVLP10-
8 00037-LVLP10-00058), FY 2013 (LVLP09-00023-LVLP09-00062), FY 2015
9 (MIT002381-MIT002403)

10 22. Your Federal Income Tax Returns.

11 **RESPONSE #22**

12 LVLP Holdings, LLC Federal Income Tax Returns FY 2005 (LVLP005000-LVLP005031),
13 FY 2006 (P01097-P010948), FY 2007 (P010954-P010966), FY 2008 (P010967-P010981),
14 FY 2009 (P010982-P010998), FY 2010 (LVLP 005113-LVLP005134, LVLP12-00001-
15 LVLP12-00004), FY 2012 (LVLP005238-LVLP5258), FY 2013 (LVLP09-00003-LVLP09-
16 00022), FY 2014 (SPZ000441-SPZ000460), FY 2015 (MIT002369-MIT002403), FY 2016
17 (SPZ000645-SPZ000663);
18

19 23. Copies of any and all documents or Communications as between you and
20 any "Associate" for the last twelve (12) years.
21

22 **RESPONSE #23:** See responses 2 and 3.

23 24. Copies of any and all accounting and financial records.

24 **RESPONSE #24:** This request is vague and ambiguous and thus Answering
25 Defendant cannot provide a response.

26 25. Copies of all accounting reports and financial summaries received
27 pursuant to the Tenancy in Common Agreement between FC RTC 39, LLC, FC RTC 20,
28

1 LLC, and Wink One, LLC dated April 28, 2008, and any amendments thereto.

2 **RESPONSE #25:** Discovery is continuing.

3 26. Copies of any and all quarterly property reports and statements of cash
4 flow received by LAS VEGAS LAND PARTNERS as required by the amended and
5 restated operating agreement of FC/LV Las Vegas, LLC.
6

7 **RESPONSE #26:** Discovery is continuing.

8 27. Copies of all annual certified financial statements of FC/LW Las Vegas,
9 LLC as required by the amended and restated operating agreement of FC/LW Las Vegas,
10 LLC.
11

12 **RESPONSE #27:** Discovery is continuing.

13 28. Clear legible copies of all checks, and all ledger entries reflecting the
14 payment of attorney's fees by you or any Associate, especially including but not limited to
15 the attorneys that have represented you in this proceeding.
16

17 **RESPONSE #28:** This request is intended to solely harass answering Defendant and
18 a response is in violation of the attorney client privilege. Subject to this objection,
19 Answering Defendant has previously provided this information in full to Plaintiff.

20 29. All Documents (including without limitation accounting records and
21 supporting documents) that were used in the preparation of the FY2007 to FY2017 tax
22 returns of LAS VEGAS LAND PARTNERS, LLC.

23 **RESPONSE #29:** Discovery is continuing.

24 30. All Documents concerning professional services provided for the benefit of
25 LAS VEGAS LAND PARTNERS, LLC and its Associates (including without limitation
26 accounting records and supporting documents that were used to provide consulting,
27 accounting, bookkeeping, or any other services from January 2, 2007 through the present
28

1 including but not limited to all signed Engagement letters with CPA's, Accountants, or
2 Lawyers.

3 **RESPONSE #30:** See Engagement Letters between LVLP Holdings and SKE Group,
4 LLC: SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 15,
5 2008 SPZ001115 – SPZ001117; SKE Group, LLC Engagement Letter with LVLP Holdings,
6 LLC dated January 3, 2016 SPZ001118 – SPZ001120; SKE Group, LLC Engagement Letter
7 with LVLP Holdings, LLC dated January 8, 2015 SPZ001121 – SPZ001123; SKE Group,
8 LLC Engagement Letter with LVLP Holdings, LLC dated January 5, 2014 SPZ001124 –
9 SPZ001126; SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January
10 15, 2013 SPZ001127 – SPZ001129
11

12 31. All Documents constituting or concerning Communications, including all
13 email messages sent or received, as between you and Sam K. Spitz, CPA, and/or SKE Group,
14 LLC.
15

16 **RESPONSE #31:** See prior Spitz production – response 18.

17 32. All Documents constituting or concerning Communications as to any
18 Other CPA's Accountants, Bookkeepers, Real Estate brokers, Appraisers, or other third-
19 parties or independent contractors and their Agents.
20

21 **RESPONSE #32:** See Response for Question #31.

22 33. All Documents reflecting or concerning RTC rents associated with LAS
23 VEGAS LAND PARTNERS, LLC (including without limitation those that are included
24 in the general ledgers and tax returns of LAS VEGAS LAND PARTNERS, LLC and any
25 Associates).
26

27 **RESPONSE #33:** Discovery is continuing.
28

1 See also: General Ledgers for Forest City Enterprises LVLP046-074 (LVLP Nype
2 Docs>defendant's disclosures), See also: RTC Payment Ledger and correspondence
3 LVLP5100001-LVLP51000101 RTC Ground Lease LVLP5000001-5000111, RTC Gaming
4 agreement, payment directions, etc. LVLP4900001-LVLP4900049, RTC SDT cover letter
5 LVLP4800001-LVLP4800002
6

7 34. Documents reflecting or concerning rents from the Book Store located at
8 601 South Main Street, Las Vegas, NV 89101 including without limitation those that are
9 included in the general ledger and tax returns of LAS VEGAS LAND PARTNERS, LLC
10 from January 1, 2007 through the present.
11

12 **RESPONSE #34:** Discovery is continuing.

13 35. Documents reflecting or concerning rents from the Motel located at: 608
14 First Street, Las Vegas, NV 89101 including without limitation serve those that are
15 included in the general ledgers and tax returns of LAS VEGAS LAND PARTNERS,
16 LLC from January 1, 2007 through the present.
17

18 **RESPONSE #35:** Discovery is continuing.

19 36. Documents reflecting or concerning rents and/or the source of rents
20 received from Aquarius Owner, LLC during the Relevant Time Period, including without
21 limitation those that appear in the general ledgers through 2012.
22

23 **RESPONSE #36:** Discovery is continuing.

24 37. Documents reflecting or concerning the location of where the Aquarius
25 Owner, LLC rents appear or are grouped in the tax returns of LAS VEGAS LAND
26 PARTNERS, LLC.
27

28 **RESPONSE #37:** Discovery is continuing.

38. Documents concerning why the Note Receivable (of approximately

1 \$1/7mm) as shown as due from "Aquarius Owner, LLC" in 2010 (apparently removed
2 by journal entry in 2011).

3 **RESPONSE #38:** Discovery is continuing.

4 39. Documents concerning the accounting treatment or journal entries
5 concerning the 2015-FINAL K-1 of FC/LW Vegas, LLC, including without limitation
6 entries reflecting how and why assets with an original cost basis of \$28M were sold for
7 \$8.5m.)
8

9 **RESPONSE #39:** Discovery is continuing.

10 40. Documents concerning the accounting treatment or journal entries
11 concerning the 2015 K-1 of QH Las Vegas, LLC, including without limitation the K-1
12 that was marked as FINAL.
13

14 **RESPONSE #40:** Discovery is continuing.

15 41. Documents concerning the recording or journal entries concerning the
16 disposition of the 40% interest of Stella Property, LLC.
17

18 **RESPONSE #41:** Discovery is continuing.

19 43. Documents concerning the recording or journal entries concerning the
20 2015 K-1 of PQ Las Vegas, LLC and/or PQ Grand Lease, LLC, including without
21 limitation that which was marked as FINAL.

22 **RESPONSE #43 [sic]:** Discovery is continuing.

23 43. Documents concerning the recording, accounting treatment or journal
24 Entries concerning the disposition of the 10% interest of Livework, LLC as to its Joint
25 Venture with various Forest City Affiliated Entities including but not limited to FC
26 Vegas 20, LLC.
27

28 **RESPONSE #43:** Discovery is continuing.

1 44. Documents concerning the recording, accounting treatment or journal
2 entries concerning the PQ Ground Lease, LLC including without limitation entries
3 concerning why it last appears on the 2012 tax return as passive activity, and why it no
4 longer appears on later year tax returns.
5

6 **RESPONSE #44:** Discovery is continuing.

7 45. Documents constituting or concerning accountings for PQ Las Vegas,
8 LLC and QH Las Vegas, LLC activity included in the tax returns of LAS VEGAS LAND
9 PARTNERS, LLC.
10

11 **RESPONSE #45:** Discovery is continuing.

12 46. Documents constituting or concerning details and supporting work papers
13 concerning the sale of 929 South Casino Center Blvd (as previously held in LEAH, LLC) in
14 2015 for \$1,000,000.
15

16 **RESPONSE #46:** Discovery is continuing.

17 47. Documents concerning the recording or journal entries concerning the
18 details and supporting work papers concerning the value of 929 South Casino Center
19 Blvd sold by Leah, LLC in 2015 for \$1,000,000.
20

21 **RESPONSE #47:** Discovery is continuing.

22 48. Documents concerning the details and supporting work papers concerning
23 the calculation of basis included in the sale of 929 South Casino Center Blvd. (resulting in
24 a loss).
25

26 **RESPONSE #48:** Discovery is continuing.

27 49. Documents concerning the details and supporting work papers concerning
28 the partial sale of property held in Leah, LLC, including without limitation that noted as
a "partial sale in 2007" by the CPA on his list of disregarded entities.

50015-0025
Case No.: A-16
RA 007750

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), and EDCR 8.05, I hereby certify that on the 10th day of March, 2018, I served a true and correct copy of the foregoing DEFENDANT LAS VEGAS LAND PARTNERS, LLC'S RESPONSES TO PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS through the Court's electronic filing and service system to:

JOHN W. MUIJE, ESQ.
John W. Muije & Associates
1840 E. Sahara Avenue, Ste. 106
Las Vegas, NV 89104
jmuije@muijelawoffice.com
Attorneys for Plaintiffs

HARRY PAUL MARQUIS, ESQ.
Harry Paul Marquis, Chartered
400 South 4th Street, Ste. 300
Las Vegas, NV 89101
harry@marquislaw.net
*Attorneys for Defendants 305 Las Vegas, LLC
and Barnet Liberman*


Employee of the Law Office of Hayes & Welsh

LAW OFFICE OF
HAYES & WELSH
A PROFESSIONAL CORPORATION
199 NORTH ARROYO GRANDE BLVD., SUITE 200
HENDERSON, NEVADA 89074
(702) 434-3444 FAX (702) 434-3739

1 GARRY L. HAYES, ESQ.
2 Nevada State Bar No. 1540
3 MEGAN K. MAYRY MCHENRY, ESQ.
4 Nevada State Bar No. 9119
5 LAW OFFICE OF HAYES & WELSH
6 199 North Arroyo Grande Blvd., Suite 200
7 Henderson, Nevada 89074
8 Phone: 702-832-5592
9 Fax: 702-434-3739
10 m.mayry@lvlaw.com ; L.finchio@nevlaw.com
11 *Attorneys for Mitchell Defendants*

DISTRICT COURT

CLARK COUNTY, NEVADA

10 RUSSELL L. NYPE; REVENUE PLUS, LLC;
11 DOES I-X; DOE CORPORATIONS I-X; and
12 DOE PARTNERSHIPS I-X,

Case No. A-16-740689-B
Department 15

13 Plaintiffs,

14 v.

15 DAVID J. MITCHELL; BARNET LIBERMAN;
16 LAS VEGAS LAND PARTNERS, LLC; MEYER
17 PROPERTY, LTD.; ZOE PROPERTY, LLC;
18 LEAH PROPERTY, LLC; WINK ONE, LLC;
19 LIVE WORK, LLC; LIVE WORK MANAGER,
20 LLC; AQUARIUS OWNER, LLC; LVLP
21 HOLDINGS, LLC; MITCHELL HOLDINGS,
22 LLC; LIBERMAN HOLDINGS, LLC; 305 LAS
23 VEGAS LLC; LIVE WORKS TIC SUCCESSOR,
24 LLC; CASINO COOLIDGE LLC; DOES I-III; and
25 ROE CORPORATIONS I-III, inclusive,

26 Defendants.

27 **DEFENDANT AQUARIUS OWNER, LLC'S RESPONSES TO PLAINTIFFS' FIRST**
28 **SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

29 Defendant, AQUARIUS OWNER, LLC, through its counsel, Garry L. Hayes, Esq.
30 of the Law Office of Hayes & Welsh, hereby responds to Plaintiffs' First Set of Requests
31 for Production of Documents dated May 8, 2018 as follows:
32 Answering Defendant, in addition to any documents specifically identified herein,
33 incorporates the following documents:

GENERAL RESPONSES

- A. Any documents previously produced in any other litigation matters between the parties;
- B. Any documents produced in any proceedings before the Nevada Supreme Court or any other legal proceedings between the parties;
- C. Any documents produced by any party according to NRCP Rule 16.1 in this matter.

GENERAL OBJECTIONS

The following General Objections are incorporated by reference and made part of Defendant's response to each Request for Production of Documents. These General Objections may be specifically referenced in the responses to the Request for Production of Documents for the purpose of clarity. Any omission to specifically refer to a General Objection, however, should not be construed as a waiver of that General Objection. In addition, by responding to any of the Requests for Production of Documents, Defendant does not waive and expressly preserves the General Objections and does not concede or admit the relevancy of any responses herein.

(A) Defendant has previously produced consolidated tax returns. Defendant incorporates in the following responses these previously produced tax returns.

(B) Defendant objects to the definitions and instructions accompanying Plaintiff's Request for Production of Documents to the extent they seek to impose duties or obligations upon Defendant greater than required by the Nevada Rules of Civil Procedure and Local Rules for the Nevada District Court.

(C) Defendant objects to Plaintiff's Request for Production of Documents to the extent they seek information or documentation that is subject to the attorney/client privilege, or is material or information prepared or gathered in anticipation of litigation, or material or information which constitutes protected work product, or material or information that

1 is subject to any other applicable privilege or immunity. Any information provided in the
2 following responses shall not constitute a waiver of any privilege or immunity.

3 (D) Defendant objects to Plaintiff's Request for Production of Documents to the
4 extent they seek information that is not in Defendant's possession, custody, care or control,
5 or to the extent they seek information that can be obtained from other sources that are more
6 convenient, less burdensome and less expensive.

7 (E) Defendant objects to Plaintiff's Request for Production of Documents to the
8 extent that they seek disclosure of information that is confidential and/or proprietary in
9 nature, or otherwise constitutes confidential business information and/or trade secrets. All
10 documents produced are subject to the terms of a protective order.

11 (F) Defendant objects to Plaintiff's Request for Production of Documents to the
12 extent they are vague, ambiguous, duplicative, harassing, argumentative, too general,
13 oppressive, overbroad, unduly burdensome, and to the extent that they seek information
14 neither relevant to any claims or defenses nor reasonably calculated to lead to the discovery
15 of admissible evidence.

16 (G) Defendant objects to Plaintiff's Request for Production of Documents to the
17 extent that they call for speculation or seek legal conclusions.

18 (H) Defendant's responses to Plaintiff's Request for Production of Documents
19 shall not be deemed to waive Defendant's right to object to the relevance or admissibility of
20 any of the materials contained in such response on any ground, and Defendant expressly
21 reserves all such objections. Defendant's responses also shall not be deemed as waivers of
22 any general or specific objections. Further, Defendant reserves its right to supplement,
23 amend or correct its responses in accordance with its obligations under the Nevada Rules of
24 Civil Procedure and/or Local Rules for the Nevada District Court.

1 (I) Defendant objects to Plaintiff's definitions of YOU, YOUR, DEFENDANT
2 on the grounds that such definitions are overbroad and require Defendant to provide answers
3 on behalf of companies and entities it does not oversee, manage, control, direct or supervise
4 and over which it has no right to control, to be responsible for or to be in charge of. Subject
5 to and without waiving this objection, all answers provided herein are given by Defendant
6 only and are not given on behalf of any other entity.
7

8 (J) All answers shall be expressly subject to these General Objections set forth
9 herein, which are incorporated into each and every answer set forth below.

10 (K) All production is subject to any applicable Confidentiality Agreements or
11 Orders.

12 (L) Included in these responses are all previously produced documents in this and
13 all other legal proceedings between the parties.
14

15 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:**

16
17 1. Copies of all Limited Liability foundational documents, including but not
18 limited to Operating Agreement, Articles, Minutes, By-Laws, Ownership or Ownership
19 Transfer Ledgers and other "corporation" or Limited Liability Company records, generated
20 since January 1, 2007.

21 **RESPONSE #1:** Discovery is continuing.

22 2. Copies of any partnership or joint venture agreements or documents and all
23 correspondence related thereto since January 1, 2007.
24

25 **RESPONSE #2:** Settlement Agreement January 2010 by/among First Wall Street
26 Capital International LLC d/b/a First Wall Street Capital International ("FW"), Las Vegas
27 Land Partners LLC ("LVLP") and Forest City Enterprises, Inc ("Forest City") (P08883-
28

1 P08912)

2 3. Copies of all tax returns for such business(es) filed since January 1, 2007.

3 **RESPONSE #3:** "Aquarius" is a property included as Commercial Rental Real Estate
4 in LVLP Holdings, LLC Federal Income Tax Returns FY 2006 (P01097-P010948), FY 2007
5 (P010954-P010966), FY 2008 (P010967-P010981), and FY 2009 (P010982-P010998).
6

7 4. Copies of any and all Federal Employer Identification Numbers, Sales Tax
8 Numbers, State Tax Numbers and City Tax Numbers.

9 **RESPONSE #4:** All Federal EIN's are identified on the tax returns. Subject to prior
10 disclosure, no additional documents.

11 5. Copies of all business license records for all Associate companies.

12 **RESPONSE #5:** Subject to the prior disclosure, no additional documents.

13 6. Copies of any/all new or amended contracts involving AQUARIUS OWNER,
14 LLC or its Associates since January 1, 2007.

15 **RESPONSE #6:** Discovery is continuing.

16 7. Copies of any and all documents whereby you or an Associate acquired or
17 disposed of an interest in any business(es) since January 1, 2007.

18 **RESPONSE #7:** Discovery is continuing.

19 8. Copies of any employment or consulting contracts to which you or an
20 Associate are a party as amended or created since January 1, 2007.

21 **RESPONSE #8:** Discovery is continuing.

22 9. All bank statements for all accounts on which you have been a signatory since
23 January 1, 2007.

24 **RESPONSE #9:** See also Las Vegas Land Partners, LLC Bank Statements January
25 2006- March 2014 for Primary Acct 0489 (MIT000001-MIT000391), Signature
26

1 Bank Statements January 2014 – December 2014 for Primary Acct 0489 (SPZ000474-
2 SPZ000497), Signature Bank Statements January 2015- February 2016 for Primary Acct
3 0489 (MIT002122-MIT002148), Signature Bank Statements December 2013-January 2015
4 for Primary Acct 0071 (SPZ000478-SPZ000496)
5

6 10. All check books, check registers, bank statements, deposit slips and canceled
7 checks for all bank, savings, loan and/or any credit union accounts, in which the business
8 owns or owned any interest whatsoever, or in which it was authorized to draw checks,
9 whether said documents were in its name alone, in the name of another person, or in the
10 name of another and Defendant as joint tenants, since January 1, 2007.
11

12 **RESPONSE #10:** See Las Vegas Land Partners General Ledgers December 2005-
13 December 2016 (SPZ000681-SPZ000910; See also Las Vegas Land Partners, LLC Bank
14 Statements January 2006- March 2014 for Primary Acct 0489 (MIT000001-MIT000391),
15 Signature Bank Statements January 2014 – December 2014 for Primary Acct 0489
16 (SPZ000474-SPZ000497), Signature Bank Statements January 2015- February 2016 for
17 Primary Acct 0489 (MIT002122-MIT002148), Signature Bank Statements December 2013-
18 January 2015 for Primary Acct 0071 (SPZ000478-SPZ000496)
19

20 11. All check books with check stubs, and any and all general ledgers or journals
21 recording the financial activity of you or an Associates since January 1, 2007.

22 **RESPONSE #11:** Las Vegas Land Partners General Ledgers December 2005-
23 December 2016 (SPZ000681-SPZ000910), Forest City TIC Accountings General Ledgers
24 (LVLP046-LVLP074)

25 12. Any notes showing money owed to you or an Associate amended or arising
26 since January 1, 2007.

27 **RESPONSE #12:** Discovery is continuing.
28

1 13. Copy of all accounts receivable documents, for you and your Associates, both
2 current and as recorded since July 1, 2015.

3 **RESPONSE #13:** Discovery is continuing.

4 14. A copy of any and all leases regarding any real estate or other property not
5 owned by yourself or the business, but for which regular monthly lease payments are being
6 made by yourself or on behalf of the business since January 1, 2007.

7 **RESPONSE #14:** Discovery is continuing. See MIT001226 for a breakdown of
8 space, tenants, monthly rents, and expiration of leases for Aquarius Owner, LLC.
9

10 15. Copies of all titles, registration and insurance policies or certificates as to any
11 vehicles owned or leased by the business or any Associate.

12 **RESPONSE #15:** Discovery is continuing.

13 16. All general ledgers, accounting journals, financial statements or other
14 financial records prepared or maintained since January 1, 2007.

15 **RESPONSE #16:** No General Ledgers for Aquarius Owner, LLC specifically, but
16 Aquarius Owner LLC is included in General Ledgers for Las Vegas Land Partners 2005
17 (SPZ000910-SPZ000944); see also General Ledgers for Las Vegas Land Partners 2006-2014
18 (MIT000593-MIT000744), General Ledger for Las Vegas Land Partners 2014 (SPZ000411-
19 SPZ000431), General Ledger for Las Vegas Land Partners 2015 (MIT002413-0002417,
20 SPZ000506-SPZ000522), General Ledger for Las Vegas Land Partners 2016 (MIT002116-
21 MIT002118, SPZ000666-SPZ000681)
22

23 17. All documents concerning or constituting supporting work papers and/or
24 documents used by AQUARIUS OWNER, LLC from January, 1, 2007 through the present,
25 used for accounting and tax purposes, including but not limited to:
26

27 Bank Statements
28

1 Cancelled Checks

2 Deposit receipts

3 General ledgers

4 Electronic work sheets

5 Loan documents, including year-end statements

6 Amortization schedules

7 Purchase documents

8 Agreements and contracts

9 Details and description of assets included on the tax returns of
10 AQUARIUS OWNER, LLC

11 Details of Notes receivables included on the tax returns and how
12 they were repaid, copies of all related promissory notes

13 Depreciation schedules on properties included on the tax returns

14 All K-1's, or accountings from affiliated entities used to prepare
15 tax returns

16 **RESPONSE #17:** See responses to Requests for Production 8-15

17
18 18. All Communications as between your company (or any Associate)
19 from Jan 1, 2007 to present, with all accounting, bookkeeping and financial personnel,
20 whether Individual, Firm, Company, or Subcontractor, including but not limited to any CPA,
21 Bookkeeper, Tax preparer, Auditor, Accountant, Computer Specialist, Consultant, Clerk,
22 Assistant, or employee whose job was to provide Bookkeeping services, Tax Preparation
23 services, Audit services, Tax planning, Comptroller services, Valuation services, Estate
24 services, Litigation Support services, Financial Reporting services, Financial Statement
25 Preparation services, Services for the Recordation of Accounting Transactions manually or
26 into a Computer, Services for Inspecting, Transmitting, or Receive Accounting Data, and any
27
28

Services for purposes of Storing and/or Preserving Accounting Records Manually or by Computer.

RESPONSE #18: See chart of Indexed Documents previously produced below:

Sam Spitz Production -
February 2018

SPZ000001	LVLP ENG LETTER 2017 SPZ000001
SPZ000002	Bank Rec 12.31.13 from LVLP - 2013 Register 09.03.14 SPZ000002
SPZ000003 - SPZ000054	Copy of LVLP - 2013 Register 09.03.14 SPZ000003-SPZ000054
SPZ000055 - SPZ000106	Copy of LVLP - 2013 Register for QB SPZ000055-SPZ000106
SPZ000107 - SPZ000130	FC_LW Vegas LLC 2012 1065 fye 01.31.13 SPZ000107-SPZ000130
SPZ000131 - SPZ000153	FC_LW Vegas LLC 2013 1065 SPZ000131-SPZ000153
SPZ000154 - SPZ000176	Leah Property LLC - VNB New York - 2013 Loan Statements SPZ000154-SPZ000176
SPZ000177 - SPZ000190	LVLP - Signature Bank - 2013 Loan Statements SPZ000177- SPZ000190
SPZ000191 - SPZ000192	LVLP 12.31.13 AJEs SPZ000191-SPZ000192
SPZ000193 - SPZ000194	LVLP 12.31.13 ATB SPZ000193-SPZ000194
SPZ000195 - SPZ000225	LVLP 2013 TR SPZ000195-SPZ000225
SPZ000226	LVLP BS 2013 SPZ000226
SPZ000227 - SPZ000244	LVLP GL 2013 SPZ000227-SPZ000244
SPZ000245	LVLP INC STMT 2013 SPZ000245
SPZ000246 - SPZ000263	PQ Las Vegas LLC 2012 1065 fye 01.31.13 SPZ000246-SPZ000263
SPZ000264 - SPZ000284	QH Las Vegas LLC 2012 1065 fye 01.31.13 SPZ000264-SPZ000284
SPZ000285 - SPZ000288	Barnet Liberman LVLP Capital Account Activity SPZ000285- SPZ000288
SPZ000289 - SPZ000294	David Mitchell LVLP Capital Account Activity SPZ000289-SPZ000294
SPZ000295	Email Confirmation - 12.24.14 SPZ000295
SPZ000296	HB Invoice - 10.03.14 SPZ000296
SPZ000297 - SPZ000302	Heartland Bank - Payoff SPZ000297-SPZ000302
SPZ000303 - SPZ000304	Leah Property - Deed SPZ000303-SPZ000304
SPZ000305 - SPZ000306	Leah Property LLC - Consent of the Sole Member of Leah Property LLC - 12.19.14 SPZ000305-SPZ000306
SPZ000307	Letter Confirmation - 12.11.14 SPZ000307
SPZ000308	Letter Confirmation - 12.22.14 SPZ000308
SPZ000309	LVLP 2014 aje SPZ000309

1	SPZ000310 - SPZ000310	LVLP 2014 Check Register (2) SPZ000310-SPZ000341
2	SPZ000373 - SPZ000409	LVLP 2014 Check Register SPZ000373-SPZ000409
3	SPZ000410	LVLP BS 2014 SPZ000410
4	SPZ000411 - SPZ000431	LVLP GL 2014 SPZ000411-SPZ000431
5	SPZ000432 - SPZ000434	LVLP Holdings LLC - 2014 Form IT204LL SPZ000432-SPZ000434
6	SPZ000435	LVLP INC STMT 2014 2 SPZ000435
7	SPZ000436	LVLP INC STMT 2014 SPZ000436
8	SPZ000437 - SPZ000440	LVLP Partners Capital Account Summary SPZ000437-SPZ000440
9	SPZ000441 - SPZ000460	LVLP TR 2014 SPZ000441-SPZ000460
10	SPZ000461	LVLP Unknown Partner Account Activity SPZ000461
11	SPZ000462 - SPZ000464	LVLP VNB Loan 2014 SPZ000462-SPZ000464
12	SPZ000465 - SPZ000467	Release of Lease Guaranty 2814480329 SPZ000465-SPZ000467
13	SPZ000468 - SPZ000473	Schedule K-1s -2014 FC_LW PQ Las Vegas and QH Las Vegas LLC SPZ000468-SPZ000473
14	SPZ000474 - SPZ000481	Signature Bank - Joint Acct - 01 thru 02 -2014 SPZ000474-SPZ000481
15	SPZ000482 - SPZ000483	Signature Bank - Joint Acct - 01-2015 SPZ000482-SPZ000483
16	SPZ000485 - SPZ000484	Signature Bank - Joint Acct - 02-2014 SPZ000484
17	SPZ000485 - SPZ000486	Signature Bank - Joint Acct - 03-2014 SPZ000485-SPZ000486
18	SPZ000487 - SPZ000488	Signature Bank - Joint Acct - 04-2014 SPZ000487-SPZ000488
19	SPZ000489	Signature Bank - Joint Acct - 05-2014 SPZ000489
20	SPZ000490	Signature Bank - Joint Acct - 06-2014 SPZ000490
21	SPZ000491	Signature Bank - Joint Acct - 07-2014 SPZ000491
22	SPZ000492	Signature Bank - Joint Acct - 08-2014 SPZ000492
23	SPZ000493	Signature Bank - Joint Acct - 09-2014 SPZ000493
24	SPZ000494	Signature Bank - Joint Acct - 10-2014 SPZ000494
25	SPZ000495	Signature Bank - Joint Acct - 11-2014 SPZ000495
26	SPZ000496 - SPZ000497	Signature Bank - Joint Acct - 12-2014 SPZ000496-SPZ000497
27	SPZ000498 - SPZ000504	Valley National Bank - Release of Guaranty for David J. Mitchell SPZ000498-SPZ000504
28	SPZ000505	LVLP 2015 AJE SPZ000505
	SPZ000506 - SPZ000522	LVLP 2015 GL SPZ000506-SPZ000522
	SPZ000523 - SPZ000531	LVLP 2015 Transactions SPZ000523-SPZ000531
	SPZ000532	LVLP BS 12.31.15 SPZ000532
	SPZ000533 - SPZ000534	LVLP EFILE RECEIPT FOR 2015 SPZ000533-SPZ000534
	SPZ000535	LVLP INC STMT 12.31.15 SPZ000535

1	SPZ000536 - SPZ000556	LVLP TR 2015 SPZ000536-SPZ000556
2	SPZ000557 - SPZ000644	LVLP 2016 SPZ000557-SPZ000644
3	SPZ000645 - SPZ000663	LVLP 2016 TR SPZ000645-SPZ000663
4	SPZ000664	LVLP AJE 12.31.16 SPZ000664
5	SPZ000665	LVLP BS 12.31.16 SPZ000665
6	SOZ000666 - SPZ000681	LVLP GENL LEDGER 12.31.16 SPZ000666-SPZ000681
7	SPZ000682	LVLP INC STMT 13.31.16 SPZ000682
8	SPZ000683 - SPZ000686	Statements - 2016 SPZ000683-SPZ000686
9	SPZ000687 - SPZ000706	FC_LW Vegas LLC 2014 1065 SPZ000687-SPZ000706
10	SPZ000707 - SPZ000724	PQ Las Vegas LLC 2014 1065 SPZ000707-SPZ000724
11	SPZ000725 - SPZ000742	QH Las Vegas LLC 2014 1065 SPZ000725-SPZ000742
12	SPZ000743 - SPZ000774	FC-LW Vegas LLC 2015 1065 SPZ000743-SPZ000774
13	SPZ000775 - SPZ000796	QH Las Vegas LLC 2015 1065 SPZ000775-SPZ000796
14	SPZ000820	PQ Las Vegas 2015 1065 SPZ000797-SPZ000820
15	SPZ000821 - SPZ000842	PQ Las Vegas LLC 2016_US_1065 SPZ000821-SPZ000842
16	SPZ000843	2006-2007 BILLING SPZ000843
17	SPZ000844	2008 BILLING SPZ000844
18	SPZ000845	2009 BILLING SPZ000845
19	SPZ000846	2010 BILLING SPZ000846
20	SPZ000847	2011 BILLING SPZ000847
21	SPZ000848	2011-2014 GL BILLING SPZ000848
22	SPZ000849	2012 BILLING SPZ000849
23	SPZ000850	2013 BILLING SPZ000850
24	SPZ000851	2014 BILLING SPZ000851
25	SPZ000852	2015 BILLINGS SPZ000852
26	SPZ000853	2016 BILLING SPZ000853
27	SPZ000854 - SPZ000856	Barnet LVLP Interest Accrual 02.27.09 SPZ000854-SPZ000856
28	SPZ000857 - SPZ000859	David Mitchell LVLP Interest Accrual 02.27.09 SPZ000857-SPZ000859
	SPZ000860	DISREGARDED ENTITIES SPZ000860
	SPZ000861 - SPZ000864	LVLP Barnet Capital Account Activity SPZ000861-SPZ000864
	SPZ000865 - SPZ000868	LVLP David Capital Account Activity SPZ000865-SPZ000868
	SPZ000869 - SPZ000871	LVLP DISREGARDED ENTITIES SPZ000869-SPZ000871.pdf
	SPZ000872	LVLP Unallocated contributions from partners SPZ000872

1	SPZ000873	NOTE_VEGAS 21104000 SPZ000873
2	SPZ000874 - SPZ000880	VEGAS EXPENSES AND TRANSACTION - LOAN RECEIVED PAID SPZ000874-SPZ000880
3	SPZ000881 - SPZ000888	Las Vegas Land Partners - 2011 GL SPZ000881-SPZ000888
4	SPZ000889 - SPZ000893	Las Vegas Land Partners - 2012 GL SPZ000889-SPZ000893
5	SPZ000894 - SPZ000899	Las Vegas Land Partners - 2013 GL SPZ000894-SPZ000899
6	SPZ000900 - SPZ000909	Las Vegas Land Partners - 2014 GL SPZ000900-SPZ000909
7	SPZ000910 - SPZ000944	LVLP 2004-2005 ledger SPZ000910-SPZ000944
8	SPZ000945 - SPZ000972	LVLP 2006 ledger SPZ000945-SPZ000972
9	SPZ000973 - SPZ000997	LVLP 2007 ledger SPZ000973-SPZ000997
10	SPZ000998 - SPZ001017	LVLP 2008 ledger SPZ000998-SPZ001017
11	SPZ001018 - SPZ001033	LVLP 2009 ledger SPZ001018-SPZ001033
12	SPZ001034 - SPZ001048	LVLP 2010 ledger SPZ001034-SPZ001048
13	SPZ001049 - SPZ001052	LVLP 2010 cash account activity SPZ001049-SPZ001052
14	SPZ001053 - SPZ001058	LVLP 2011 cash account activity SPZ001053-SPZ001058
15	SPZ001059 - SPZ001066	LVLP 2011 Trial Balance SPZ001059-SPZ001066
16	SPZ001067 - SPZ001087	LVLP 2011TO 2014 Revised Trial Balances SPZ001067-SPZ001087
17	SPZ001088 - SPZ001089	LVLP 2012 cash account activity SPZ001088-SPZ001089
18	SPZ001090 - SPZ001093	LVLP 2012 Trial Balance SPZ001090-SPZ001093
19	SPZ001094 - SPZ001096	LVLP 2013 cash account activity SPZ001094-SPZ001096
20	SPZ001097 - SPZ001100	LVLP 2013 Trial Balance SPZ001097-SPZ001100
21	SPZ001101 - SPZ001104	LVLP 2014 cash account activity SPZ001101-SPZ001104
22	SPZ001105 - SPZ001109	LVLP 2014 Trial Balance SPZ001105-SPZ001109
23	SPZ001110 - SPZ001114	LVLP Subpoena SPZ001110-SPZ001114
24	<u>Sam Spitz Production -</u>	
25	<u>March 2018</u>	
26	SPZ001115 - SPZ001117	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 15, 2008
27	SPZ001118 - SPZ001120	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 3, 2016
28	SPZ001121 - SPZ001123	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 8, 2015
29	SPZ001124 - SPZ001126	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 5, 2014
30	SPZ001127 - SPZ001129	SKE Group, LLC Engagement Letter with LVLP Holdings, LLC dated January 15, 2013

Sam Spitz Production - April
2018

SPZ001130 - SPZ001475 SKE Group, LLC E-Mail Correspondence (with privilege log)

19. All Communications as between AQUARIUS OWNER, LLC and any of the following:

- (a) FOREST CITY ENTERPRISES, INC.
- (b) FOREST CITY ENTERPRISES, L.P.
- (c) FOREST CITY COMMERCIAL MANAGEMENT, INC.
- (d) FOREST CITY COMMERCIAL MANAGEMENT, LLC
- (e) FOREST CITY PROPERTIES, LLC
- (f) FOREST CITY REAL ESTATE SERVICES, LLC
- (g) FOREST CITY TRS, LLC
- (h) FC VEGAS, 20, LLC
- (i) FC VEGAS, 39, LLC
- (j) FC/LW VEGAS, LLC
- (k) PQ LAS VEGAS, LLC
- (l) PQ GROUND LEASE, LLC
- (m) QH LAS VEGAS, LLC
- (n) DOWNTOWN VEGAS, LLC
- (o) L/W TIC SUCCESSOR, LLC

RESPONSE #19: Discovery is continuing.

20. Copies of any/all lawsuits, judgments, etc., which you or an Associate may be a party to arising on or after January 1, 2007.

RESPONSE #20: Plaintiff has copies of all relevant documents for litigation between the parties.

Clark County Nevada District Court Documents from Case Number A551073 Dept. No IX
Dated November 2007- April 2009 (LVLP000001-LVLP000576)

Settlement Agreement January 2010 by/among First Wall Street Capital International LLC
d/b/a First Wall Street Capital International ("FW"), Las Vegas Land Partners LLC
("LVLP") and Forest City Enterprises, Inc ("Forest City") (P08883-P08912)

21. Your New York Income Tax Returns for all periods from January 1, 2007
until the present.

RESPONSE #21: See LVLP Holdings New York State Income Tax Return 2012
(LVLP10-00037-LVLP10-00058), 2013 (LVLP09-00023-LVLP09-00062), 2015
(MIT002381-MIT002403)

22. Your Federal Income Tax Returns.

RESPONSE #22: "Aquarius" is included as a commercial rental property in LVLP
Holdings, LLC Federal Income Tax Returns FY 2006 (P01097-P010948), FY 2007
(P010954-P010966), FY 2008 (P010967-P010981), and FY 2009 (P010982-P010998)

23. Copies of any and all documents or Communications as between you and
any "Associate" for the last twelve (12) years.

RESPONSE #23: Discovery is continuing.

24. Copies of any and all accounting and financial records.

RESPONSE #24: This request is vague and ambiguous and thus Answering
Defendant cannot provide a response.

25. Copies of all accounting reports and financial summaries received
pursuant to the Tenancy in Common Agreement between FC RTC 39, LLC, FC RTC 20,
LLC, and Wink One, LLC dated April 28, 2008, and any amendments thereto.

1 **RESPONSE #25:** No K-1 statements specifically mention Aquarius Owner, LLC. FY
2 2006: "Aquarius" is included in Box 2 (Rental Real Estate Activities) on the Schedule K-1
3 form for LVLP Holdings LLC (P010924); "Aquarius" is also included in Form 4562
4 (Depreciation and Amortization) for LVLP Holdings LLC (P010932, P010943); "Aquarius"
5 is also included on Federal Statements (Statement 9, Form 8825, Line 15, Other Expenses,
6 Property G) (P010947)
7

8 26. Copies of any and all quarterly property reports and statements of cash
9 flow received by AQUARIUS OWNER as required by the amended and restated
10 operating agreement of FC/LV Las Vegas, LLC.
11

12 **RESPONSE #26:** Discovery is continuing.

13 27. Copies of all annual certified financial statements of FC/LW Las Vegas,
14 LLC as required by the amended and restated operating agreement of FC/LW Las Vegas,
15 LLC.
16

17 **RESPONSE #27:** Discovery is continuing.

18 28. Clear legible copies of all checks, and all ledger entries reflecting the
19 payment of attorney's fees by you or any Associate, especially including but not limited
20 to the attorneys that have represented you in this proceeding.
21

22 **RESPONSE #28:** This request is intended to solely harass answering Defendant and
23 a response is in violation of the attorney client privilege. Subject to this objection,
24 Answering Defendant has previously provided this information in full to Plaintiff.

25 29. All Documents (including without limitation accounting records and
26 supporting documents) that were used in the preparation of the FY2007 to FY2017 tax
27 returns of AQUARIUS OWNER, LLC.
28

RESPONSE #29: Discovery is continuing.

1 30. All Documents concerning professional services provided for the benefit of
2 AQUARIUS OWNER, LLC and its Associates (including without limitation accounting
3 records and supporting documents that were used to provide consulting, accounting,
4 bookkeeping, or any other services from January 2, 2007 through the present including but
5 not limited to all signed Engagement letters with CPA's, Accountants, or Lawyers.
6

7 **RESPONSE #30:** Discovery is continuing.

8 31. All Documents constituting or concerning Communications, including all
9 email messages sent or received, as between you and Sam K. Spitz, CPA, and/or SKE Group,
10 LLC.
11

12 **RESPONSE #31:** See Email Correspondence with Sam Spitz/SKE Group with
13 Privilege Log (SPZ001130 - SPZ001475)

14 32. All Documents constituting or concerning Communications as to any other
15 CPA's Accountants, Bookkeepers, Real Estate brokers, Appraisers, or other third-parties or
16 independent contractors and their Agents.

17 **RESPONSE #32:** See Response for Question #31.
18 See also: FC001115, FC001117 – Mentioned in part of Appraisal of Real Property Livework
19 Grand Central West Project
20

21 33. All Documents reflecting or concerning RTC rents associated with LIVE
22 WORK, LLC (including without limitation those that are included in the general ledgers
23 and tax returns of LIVE WORK, LLC and any Associates).

24 **RESPONSE #33:** Discovery is continuing.

25 34. Documents reflecting or concerning rents from the Book Store located
26 at 601 South Main Street, Las Vegas, NV 89101 including without limitation those that are
27 included in the general ledger and tax returns of AQUARIUS OWNER, LLC from
28

1 January 1, 2007 through the present.

2 **RESPONSE #34:** Discovery is continuing.

3 35. Documents reflecting or concerning rents from the Motel located at: 608
4 First Street, Las Vegas, NV 89101 including without limitation serve those that are included
5 in the general ledgers and tax returns of AQUARIUS OWNER, LLC from
6 January 1, 2007 through the present.

7 **RESPONSE #35:** Discovery is continuing.

8 36. Documents reflecting or concerning rents and/or the source of rents
9 received from Aquarius Owner, LLC during the Relevant Time Period, including without
10 limitation those that appear in the general ledgers through 2012.

11 **RESPONSE #36:** Discovery is continuing.

12 See also MIT001226 for a breakdown of space, tenants, monthly rents, and expiration of
13 leases for Aquarius Owner, LLC

14 37. Documents reflecting or concerning the location of where the Aquarius
15 Owner, LLC rents appear or are grouped in the tax returns of AQUARIUS OWNER,
16 LLC.

17 **RESPONSE #37:** Discovery is continuing.

18 See also: P010921, P010932, P010943, P010947, P010954, P010956 – Mentions on 2006
19 Tax Documents for LVLP Holdings LLC

20 38. Documents concerning why the Note Receivable (of approximately
21 \$1/7mm) as shown as due from “Aquarius Owner, LLC” in 2010 (apparently removed by
22 journal entry in 2011).

23 **RESPONSE #38:** Discovery is continuing.

24 39. Documents concerning the accounting treatment or journal entries

1 concerning the 2015-FINAL K-1 of FC/LW Vegas, LLC, including without limitation
2 entries reflecting how and why assets with an original cost basis of \$28M were sold for
3 \$8.5m.)

4 **RESPONSE #39:** Discovery is continuing.

5
6 40. Documents concerning the accounting treatment or journal entries
7 concerning the 2015 K-1 of QH Las Vegas, LLC, including without limitation the K-1
8 that was marked as FINAL.

9 **RESPONSE #40:** Discovery is continuing.

10
11 41. Documents concerning the recording or journal entries concerning the
12 disposition of the 40% interest of Stella Property, LLC.

13 **RESPONSE #41:** Discovery is continuing.

14
15 43. Documents concerning the recording or journal entries concerning the
16 2015 K-1 of PQ Las Vegas, LLC and/or PQ Grand Lease, LLC, including without
17 limitation that which was marked as FINAL.

18 **RESPONSE #43 [sic]:** Discovery is continuing.

19
20 43. Documents concerning the recording, accounting treatment or journal
21 Entries concerning the disposition of the 10% interest of Livework, LLC as to its Joint
22 Venture with various Forest City Affiliated Entities including but not limited to FC
23 Vegas 20, LLC.

24 **RESPONSE #43:** Discovery is continuing.

25
26 44. Documents concerning the recording, accounting treatment or journal
27 entries concerning the PQ Ground Lease, LLC including without limitation entries
28 concerning why it last appears on the 2012 tax return as passive activity, and why it no
longer appears on later year tax returns.

1 **RESPONSE #44:** Discovery is continuing.

2 45. Documents constituting or concerning accountings for PQ Las Vegas,
3 LLC and QH Las Vegas, LLC activity included in the tax returns of AQUARIUS
4 OWNER, LLC.
5

6 **RESPONSE #45:** Discovery is continuing.

7 46. Documents constituting or concerning details and supporting work papers
8 concerning the sale of 929 South Casino Center Blvd (as previously held in LEAH, LLC) in
9 2015 for \$1,000,000.
10

11 **RESPONSE #46:** Discovery is continuing.

12 47. Documents concerning the recording or journal entries concerning the
13 details and supporting work papers concerning the value of 929 South Casino Center
14 Blvd sold by Leah, LLC in 2015 for \$1,000,000.
15

16 **RESPONSE #47:** Discovery is continuing.

17 48. Documents concerning the details and supporting work papers concerning
18 The calculation of basis included in the sale of 929 South Casino Center Blvd. (resulting
19 in a loss).
20

21 **RESPONSE #48:** Discovery is continuing.

22 49. Documents concerning the details and supporting work papers concerning
23 the partial sale of property held in Leah, LLC, including without limitation that noted as
24 a "partial sale in 2007" by the CPA on his list of disregarded entities.
25

26 **RESPONSE #49:** Discovery is continuing.

27 50. Documents concerning the details and supporting work papers of the 2013
28 General ledgers expenses noted as "RMI expenses".
29

30 **RESPONSE #50:** Discovery is continuing.

1 51. Documents concerning the accounting documentation supporting
2 reimbursement of RMI expenses.

3 **RESPONSE #51:** Discovery is continuing.

4 52. Documents concerning Tax Adjustments made by CPA's or Accountants
5 in preparing the tax returns of AQUARIUS OWNER, LLC.
6


7 **RESPONSE #52:** Discovery is continuing.

8 53. Documents concerning explanations by the CPA or Accountant for Tax
9 Adjustments made in preparing the tax returns of AQUARIUS OWNER, LLC.

10 **RESPONSE #53:** Discovery is continuing.

11 DATED this 10 day of ^{July} ~~June~~, 2018.

12 LAW OFFICE OF HAYES & WELSH

13
14 
15 GARRY L. HAYES, ESQ.
16 Nevada State Bar No. 1540
17 199 N. Arroyo Grande Blvd., Ste. 200
18 Henderson, NV 89074
19 Attorney for Mitchell Defendants
20
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), and EDCR 8.05, I hereby certify that on the 10th day of March, 2018, I served a true and correct copy of the foregoing DEFENDANT AQUARIUS OWNER, LLC'S RESPONSES TO FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS through the Court's electronic filing and service system to:

JOHN W. MUIJE, ESQ.
John W. Muije & Associates
1840 E. Sahara Avenue, Ste. 106
Las Vegas, NV 89104
jmuije@muijelawoffice.com
Attorneys for Plaintiffs

HARRY PAUL MARQUIS, ESQ.
Harry Paul Marquis, Chartered
400 South 4th Street, Ste. 300
Las Vegas, NV 89101
harry@marquislaw.net
*Attorneys for Defendants 305 Las Vegas, LLC
and Barnet Liberman*



Employee of the Law Office of Hayes & Welsh