

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

Electronically Filed
Oct 28 2021 07:31 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 44
(BATES RANGE) RA 8387 – RA 8574

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 Counter-motion 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 Counter-motion 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
Undated	Plaintiffs' Trial Exhibit No. 10042	Volume 6, RA 1078 – RA 1101
Undated	Plaintiffs' Trial Exhibit No. 10043 – Part 1	Volume 7, RA 1102 – RA 1350
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
Undated	Plaintiffs' Trial Exhibit No. 20022	Volume 22, RA 4123 – RA 4124
Undated	Plaintiffs' Trial Exhibit No. 20023	Volume 22, RA 4125 – RA 4144
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
Undated	Plaintiffs' Trial Exhibit No. 20039	Volume 23, RA 4309
Undated	Plaintiffs' Trial Exhibit No. 20040	Volume 23, RA 4310 – RA 4318
Undated	Plaintiffs' Trial Exhibit No. 20041	Volume 23, RA 4319 – RA 4320
Undated	Plaintiffs' Trial Exhibit No. 20042	Volume 23, RA 4321 – RA 4322

Undated	Plaintiffs' Trial Exhibit No. 20043	Volume 23, RA 4323 – RA 4324
Undated	Plaintiffs' Trial Exhibit No. 20044	Volume 23, RA 4325 – RA 4330
Undated	Plaintiffs' Trial Exhibit No. 20047	Volume 23, RA 4331 – RA 4334
Undated	Plaintiffs' Trial Exhibit No. 20052	Volume 23, RA 4335 – RA 4345
Undated	Plaintiffs' Trial Exhibit No. 30009	Volume 23, RA 4346 – RA 4354
Undated	Plaintiffs' Trial Exhibit No. 30011	Volume 23, RA 4355 – RA 4358
Undated	Plaintiffs' Trial Exhibit No. 30012	Volume 23, RA 4359 – RA 4373
Undated	Plaintiffs' Trial Exhibit No. 30013	Volume 23, RA 4374 – RA 4389
Undated	Plaintiffs' Trial Exhibit No. 30014	Volume 23, RA 4390 – RA 4409
Undated	Plaintiffs' Trial Exhibit No. 30015	Volume 23, RA 4410 – RA 4434
Undated	Plaintiffs' Trial Exhibit No. 30041	Volume 23, RA 4435
Undated	Plaintiffs' Trial Exhibit No. 30042	Volume 23, RA 4436
Undated	Plaintiffs' Trial Exhibit No. 30043	Volume 23, RA 4437
Undated	Plaintiffs' Trial Exhibit No. 30044	Volume 23, RA 4438

Undated	Plaintiffs' Trial Exhibit No. 30050	Volume 23, RA 4439
Undated	Plaintiffs' Trial Exhibit No. 30051	Volume 23, RA 4440
Undated	Plaintiffs' Trial Exhibit No. 30052	Volume 23, RA 4441
Undated	Plaintiffs' Trial Exhibit No. 30053	Volume 23, RA 4442 – RA 4447
Undated	Plaintiffs' Trial Exhibit No. 30055	Volume 23, RA 4448 – RA 4449
Undated	Plaintiffs' Trial Exhibit No. 30058	Volume 23, RA 4450
Undated	Plaintiffs' Trial Exhibit No. 30059	Volume 23, RA 4451
Undated	Plaintiffs' Trial Exhibit No. 30071	Volume 23, RA 4452 – RA 4456
Undated	Plaintiffs' Trial Exhibit No. 30077	Volume 23, RA 4457
Undated	Plaintiffs' Trial Exhibit No. 30078	Volume 23, RA 4458
Undated	Plaintiffs' Trial Exhibit No. 30079	Volume 23, RA 4459
Undated	Plaintiffs' Trial Exhibit No. 30089	Volume 24, RA 4460 – RA 4512
Undated	Plaintiffs' Trial Exhibit No. 30090	Volume 24, RA 4513 – RA 4573
Undated	Plaintiffs' Trial Exhibit No. 30091	Volume 24, RA 4474 – RA 4638
Undated	Plaintiffs' Trial Exhibit No. 30092	Volume 25, RA 4639
Undated	Plaintiffs' Trial Exhibit No. 30094	Volume 25, RA 4640 – RA 4653

Undated	Plaintiffs' Trial Exhibit No. 30096	Volume 25, RA 4654 – RA 4658
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 1	Volume 26, RA 4659 – RA 4908
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 2	Volume 27, RA 4909 – RA 5158
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 3	Volume 28, RA 5159 – RA 5408
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 4	Volume 29, RA 5409 – RA 5658
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 5	Volume 30, RA 5659 – RA 5842
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 1	Volume 31, RA 5843 – RA 6092
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 2	Volume 32, RA 6093 – RA 6338
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 3	Volume 33, RA 6339 – RA 6588
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 4	Volume 34, RA 6589 – RA 6838
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 5	Volume 35, RA 6839 – RA 6995
Undated	Plaintiffs' Trial Exhibit No. 30101	Volume 36, RA 6996 – RA 7003
Undated	Plaintiffs' Trial Exhibit No. 30102	Volume 36, RA 7004 – RA 7010

Undated	Plaintiffs' Trial Exhibit No. 30103	Volume 36, RA 7011
Undated	Plaintiffs' Trial Exhibit No. 30104	Volume 36, RA 7012 – RA 7018
Undated	Plaintiffs' Trial Exhibit No. 30105	Volume 36, RA 7019 – RA 7026
Undated	Plaintiffs' Trial Exhibit No. 30106	Volume 36, RA 7027 – RA 7034
Undated	Plaintiffs' Trial Exhibit No. 30107	Volume 36, RA 7035
Undated	Plaintiffs' Trial Exhibit No. 40003	Volume 36, RA 7036
Undated	Plaintiffs' Trial Exhibit No. 40004	Volume 36, RA 7037 – RA 7038
Undated	Plaintiffs' Trial Exhibit No. 40008	Volume 36, RA 7039
Undated	Plaintiffs' Trial Exhibit No. 40009	Volume 36, RA 7040 – RA 7161
Undated	Plaintiffs' Trial Exhibit No. 40010	Volume 37, RA 7162 – RA 7254
Undated	Plaintiffs' Trial Exhibit No. 40014	Volume 37, RA 7255 – RA 7303
Undated	Plaintiffs' Trial Exhibit No. 40017	Volume 37, RA 7304
Undated	Plaintiffs' Trial Exhibit No. 40018	Volume 37, RA 7305 – RA 7308

Undated	Plaintiffs' Trial Exhibit No. 40019	Volume 37, RA 7309 – RA 7313
Undated	Plaintiffs' Trial Exhibit No. 40020	Volume 37, RA 7314 – RA 7320
Undated	Plaintiffs' Trial Exhibit No. 40021	Volume 37, RA 7321 – RA 7325
Undated	Plaintiffs' Trial Exhibit No. 40022	Volume 37, RA 7326 – RA 7330
Undated	Plaintiffs' Trial Exhibit No. 40023	Volume 37, RA 7331 – RA 7337
Undated	Plaintiffs' Trial Exhibit No. 40024	Volume 37, RA 7338 – RA 7341
Undated	Plaintiffs' Trial Exhibit No. 40025	Volume 37, RA 7342 – RA 7353
Undated	Plaintiffs' Trial Exhibit No. 40026	Volume 37, RA 7354 – RA 7357
Undated	Plaintiffs' Trial Exhibit No. 40027	Volume 37, RA 7358 – RA 7395
Undated	Plaintiffs' Trial Exhibit No. 40028	Volume 37, RA 7396 – RA 7399
Undated	Plaintiffs' Trial Exhibit No. 40029	Volume 37, RA 7400 – RA 7404
Undated	Plaintiffs' Trial Exhibit No. 40030	Volume 37, RA 7405 – RA 7409
Undated	Plaintiffs' Trial Exhibit No. 40031	Volume 38, RA 7410 – RA 7468

Undated	Plaintiffs' Trial Exhibit No. 40032	Volume 38, RA 7469 – RA 7472
Undated	Plaintiffs' Trial Exhibit No. 40033	Volume 38, RA 7473 – RA 7477
Undated	Plaintiffs' Trial Exhibit No. 40034	Volume 38, RA 7478 – RA 7483
Undated	Plaintiffs' Trial Exhibit No. 40035	Volume 38, RA 7484 – RA 7489
Undated	Plaintiffs' Trial Exhibit No. 40036	Volume 38, RA 7490 – RA 7495
Undated	Plaintiffs' Trial Exhibit No. 40037	Volume 38, RA 7496 – RA 7501
Undated	Plaintiffs' Trial Exhibit No. 40038	Volume 38, RA 7502 – RA 7508
Undated	Plaintiffs' Trial Exhibit No. 40039	Volume 38, RA 7509 – RA 7514
Undated	Plaintiffs' Trial Exhibit No. 40045	Volume 38, RA 7515 – RA 7531
Undated	Plaintiffs' Trial Exhibit No. 50003	Volume 39, RA 7532 – RA 7591
Undated	Plaintiffs' Trial Exhibit No. 50004	Volume 39, RA 7592 – RA 7608

Undated	Plaintiffs' Trial Exhibit No. 50005	Volume 39, RA 7609 – RA 7610
Undated	Plaintiffs' Trial Exhibit No. 50009	Volume 39, RA 7611 – RA 7630
Undated	Plaintiffs' Trial Exhibit No. 50010	Volume 39, RA 7631 – RA 7665
Undated	Plaintiffs' Trial Exhibit No. 50011	Volume 39, RA 7666 – RA 7676
Undated	Plaintiffs' Trial Exhibit No. 50012	Volume 39, RA 7677 – RA 7686
Undated	Plaintiffs' Trial Exhibit No. 50013	Volume 39, RA 7687 – RA 7702
Undated	Plaintiffs' Trial Exhibit No. 50014	Volume 39, RA 7703 – RA 7725
Undated	Plaintiffs' Trial Exhibit No. 50015	Volume 39, RA 7726 – RA 7751
Undated	Plaintiffs' Trial Exhibit No. 50016	Volume 39, RA 7752 – RA 7772
Undated	Plaintiffs' Trial Exhibit No. 50017	Volume 40, RA 7773 – RA 7794
Undated	Plaintiffs' Trial Exhibit No. 50018	Volume 40, RA 7795 – RA 7816
Undated	Plaintiffs' Trial Exhibit No. 50019	Volume 40, RA 7817 – RA 7840
Undated	Plaintiffs' Trial Exhibit No. 50020	Volume 40, RA 7841 – RA 7870

Undated	Plaintiffs' Trial Exhibit No. 50021	Volume 40, RA 7871 – RA 7892
Undated	Plaintiffs' Trial Exhibit No. 50022	Volume 40, RA 7893 – RA 7914
Undated	Plaintiffs' Trial Exhibit No. 50023	Volume 40, RA 7915 – RA 7935
Undated	Plaintiffs' Trial Exhibit No. 50024	Volume 40, RA 7936 – RA 7967
Undated	Plaintiffs' Trial Exhibit No. 50025 – Part 1	Volume 41, RA 7968 – RA 8092
Undated	Plaintiffs' Trial Exhibit No. 50025 – Part 2	Volume 42, RA 8093 – RA 8236
Undated	Plaintiffs' Trial Exhibit No. 50027 – Part 1	Volume 43, RA 8237 – RA 8386
Undated	Plaintiffs' Trial Exhibit No. 50027 Part 2	Volume 44, RA 8387 – RA 8574
Undated	Plaintiffs' Trial Exhibit No. 50028 – Part 1	Volume 45, RA 8575 – RA 8774
Undated	Plaintiffs' Trial Exhibit No. 50028 – Part 2	Volume 46, RA 8775 – RA 8855
Undated	Plaintiffs' Trial Exhibit No. 50034	Volume 46, RA 8856 – RA 8864
Undated	Plaintiffs' Trial Exhibit No. 50035	Volume 46, RA 8865 – RA 8870
Undated	Plaintiffs' Trial Exhibit No. 50036	Volume 46, RA 8871 – RA 8873

Undated	Plaintiffs' Trial Exhibit No. 60007	Volume 46, RA 8874
Undated	Plaintiffs' Trial Exhibit No. 60008	Volume 46, RA 8875
Undated	Plaintiffs' Trial Exhibit No. 60009	Volume 46, RA 8876
Undated	Plaintiffs' Trial Exhibit No. 60010	Volume 46, RA 8877 – RA 8888
Undated	Plaintiffs' Trial Exhibit No. 60011	Volume 46, RA 8889 – RA 8893
Undated	Plaintiffs' Trial Exhibit No. 60012	Volume 46, RA 8894 – RA 8973
Undated	Plaintiffs' Trial Exhibit No. 60014	Volume 47, RA 8974 – RA 8976
Undated	Plaintiffs' Trial Exhibit No. 60015	Volume 47, RA 8977 – RA 8979
Undated	Plaintiffs' Trial Exhibit No. 60016	Volume 47, RA 8990 – RA 8982
Undated	Plaintiffs' Trial Exhibit No. 60025	Volume 47, RA 8983

Undated	Plaintiffs' Trial Exhibit No. 60026	Volume 47, RA 8984
Undated	Plaintiffs' Trial Exhibit No. 60027	Volume 47, RA 8985
Undated	Plaintiffs' Trial Exhibit No. 60028	Volume 47, RA 8986
Undated	Plaintiffs' Trial Exhibit No. 60032	Volume 47, RA 8987 – RA 8990
Undated	Plaintiffs' Trial Exhibit No. 60033	Volume 47, RA 8991 – RA 8997
Undated	Plaintiffs' Trial Exhibit No. 60034	Volume 47, RA 8998 – RA 9004
Undated	Plaintiffs' Trial Exhibit No. 60035	Volume 47, RA 9005 – RA 9008
Undated	Plaintiffs' Trial Exhibit No. 60036	Volume 47, RA 9009 – RA 9013
Undated	Plaintiffs' Trial Exhibit No. 60037	Volume 47, RA 9014 – RA 9020
Undated	Plaintiffs' Trial Exhibit No. 60038	Volume 47, RA 9021 – RA 9025
Undated	Plaintiffs' Trial Exhibit No. 60045	Volume 47, RA 9026 – RA 9198
Undated	Plaintiffs' Trial Exhibit No. 60046	Volume 47, RA 9199 – RA 9200
Undated	Plaintiffs' Trial Exhibit No. 60047	Volume 47, RA 9201 – RA 9204
Undated	Plaintiffs' Trial Exhibit No. 60048	Volume 47, RA 9205

Undated	Plaintiffs' Trial Exhibit No. 60049	Volume 47, RA 9206 – RA 9209
Undated	Plaintiffs' Trial Exhibit No. 60050	Volume 47, RA 9210 – RA 9219
Undated	Plaintiffs' Trial Exhibit No. 60051	Volume 48, RA 9220 – RA 9243
Undated	Plaintiffs' Trial Exhibit No. 60052	Volume 48, RA 9244 – RA 9269
Undated	Plaintiffs' Trial Exhibit No. 60054	Volume 48, RA 9270 – RA 9273
Undated	Plaintiffs' Trial Exhibit No. 60057	Volume 48, RA 9274 – RA 9283
Undated	Plaintiffs' Trial Exhibit No. 60058	Volume 48, RA 9284 – RA 9296
Undated	Plaintiffs' Trial Exhibit No. 60060	Volume 48, RA 9297 – RA 9298
Undated	Plaintiffs' Trial Exhibit No. 60061	Volume 48, RA 9299 – RA 9303
Undated	Plaintiffs' Trial Exhibit No. 60062	Volume 48, RA 9304 – RA 9310
Undated	Plaintiffs' Trial Exhibit No. 60064	Volume 48, RA 9311 – RA 9314
Undated	Plaintiffs' Trial Exhibit No. 60065	Volume 48, RA 9315 – RA 9317
Undated	Plaintiffs' Trial Exhibit No. 60066	Volume 48, RA 9318 – RA 9322

Undated	Plaintiffs' Trial Exhibit No. 60068	Volume 48, RA 9323 – RA 9324
Undated	Plaintiffs' Trial Exhibit No. 60069	Volume 48, RA 9325 – RA 9331
Undated	Plaintiffs' Trial Exhibit No. 70001	Volume 48, RA 9332 – RA 9333
Undated	Plaintiffs' Trial Exhibit No. 70005	Volume 48, RA 9334 – RA 9337
Undated	Plaintiffs' Trial Exhibit No. 70008	Volume 48, RA 9338
Undated	Plaintiffs' Trial Exhibit No. 70010	Volume 48, RA 9339 – RA 9340
Undated	Plaintiffs' Trial Exhibit No. 70013	Volume 48, RA 9341 – RA 9372
Undated	Plaintiffs' Trial Exhibit No. 70014	Volume 48, RA 9373 – RA 9393
Undated	Plaintiffs' Trial Exhibit No. 70016	Volume 48, RA 9394 – RA 9409
Undated	Plaintiffs' Trial Exhibit No. 70017	Volume 48, RA 9310 – RA 9425
Undated	Plaintiffs' Trial Exhibit No. 70022	Volume 48, RA 9426 – RA 9449
Undated	Plaintiffs' Trial Exhibit No. 70024	Volume 48, RA 9450 – RA 9452
Undated	Plaintiffs' Trial Exhibit No. 70027	Volume 48, RA 9453
Undated	Plaintiffs' Trial Exhibit No. 70051	Volume 48, RA 9454 – RA 9456

Undated	Plaintiffs' Trial Exhibit No. 70057	Volume 48, RA 9457 – RA 9460
Undated	Plaintiffs' Trial Exhibit No. 70058	Volume 48, RA 9461 – RA 9463
Undated	Plaintiffs' Trial Exhibit No. 70059	Volume 48, RA 9464 – RA 9467
Undated	Plaintiffs' Trial Exhibit No. 70061	Volume 48, RA 9468
Undated	Plaintiffs' Trial Exhibit No. 70068	Volume 48, RA 9469

CHRONOLOGICAL TABLE OF CONTENTS
OF CONFIDENTIAL SEALED EXHIBITS

Date	Description	Volume/Bates No.
10/07/2019	Appendix to Plaintiffs' Opposition to Motion for Summary Judgment and Countermotion for Discovery Pursuant to NRCP 46(d), 100719 (Redacted)	Volume 49, RA 9470 – RA 9474
Undated	Plaintiffs' Trial Exhibit 5	Volume 49, RA 9475 – RA 9477
Undated	Plaintiffs' Trial Exhibit 13	Volume 49, RA 9478 – RA 9511
Undated	Plaintiffs' Trial Exhibit 14	Volume 49, RA 9512 – RA 9516
Undated	Plaintiffs' Trial Exhibit 15	Volume 49, RA 9517 – RA 9526
Undated	Plaintiffs' Trial Exhibit 29	Volume 49, RA 9527

Undated	Plaintiffs' Trial Exhibit 33	Volume 49, RA 9528
Undated	Plaintiffs' Trial Exhibit 36	Volume 49, RA 9529 – RA 9564
Undated	Plaintiffs' Trial Exhibit 37	Volume 49, RA 9565 – RA 9570
Undated	Plaintiffs' Trial Exhibit 46	Volume 49, RA 9571 – RA 9624
Undated	Plaintiffs' Trial Exhibit 49	Volume 49, RA 9625 – RA 9626
Undated	Plaintiffs' Trial Exhibit 50	Volume 49, RA 9627 – RA 9700
Undated	Plaintiffs' Trial Exhibit 51	Volume 50, RA 9701 – RA 9709
Undated	Plaintiffs' Trial Exhibit 53	Volume 50, RA 9710 – RA 9714
Undated	Plaintiffs' Trial Exhibit 54	Volume 50, RA 9715 – RA 9716
Undated	Plaintiffs' Trial Exhibit 55	Volume 50, RA 9717

Undated	Plaintiffs' Trial Exhibit 10001	Volume 50, RA 9718 – RA 9749
Undated	Plaintiffs' Trial Exhibit 10009	Volume 50, RA 9750 – RA 9769
Undated	Plaintiffs' Trial Exhibit 10010	Volume 50, RA 9770 – RA 9805
Undated	Plaintiffs' Trial Exhibit 10011	Volume 50, RA 9806 – RA 9826
Undated	Plaintiffs' Trial Exhibit 10012	Volume 50, RA 9827 – RA 9845
Undated	Plaintiffs' Trial Exhibit 10013	Volume 51, RA 9846 – RA 9879
Undated	Plaintiffs' Trial Exhibit 10016	Volume 51, RA 9880
Undated	Plaintiffs' Trial Exhibit 10017	Volume 51, RA 9881
Undated	Plaintiffs' Trial Exhibit 10019	Volume 51, RA 9882 – RA 9899
Undated	Plaintiffs' Trial Exhibit 10020	Volume 51, RA 9900 – RA 9905
Undated	Plaintiffs' Trial Exhibit 10021	Volume 51, RA 9906 – RA 9923
Undated	Plaintiffs' Trial Exhibit 10023	Volume 51, RA 9924 – RA 9947
Undated	Plaintiffs' Trial Exhibit 10024	Volume 51, RA 9948
Undated	Plaintiffs' Trial Exhibit 10025	Volume 51, RA 9949 – RA 9970

Undated	Plaintiffs' Trial Exhibit 10026	Volume 51, RA 9971 – RA 10016
Undated	Plaintiffs' Trial Exhibit 10027	Volume 52, RA 10017 – RA 10113
Undated	Plaintiffs' Trial Exhibit 10028	Volume 52, RA 10114 – RA 10192
Undated	Plaintiffs' Trial Exhibit 10029	Volume 52, RA 10193 – RA 10210
Undated	Plaintiffs' Trial Exhibit 10030	Volume 52, RA 10211 – RA 10232
Undated	Plaintiffs' Trial Exhibit 10031	Volume 53, RA 10233 – RA 10404
Undated	Plaintiffs' Trial Exhibit 10032	Volume 54, RA 10405 – RA 10428
Undated	Plaintiffs' Trial Exhibit 10033	Volume 54, RA 10429 – RA 10451
Undated	Plaintiffs' Trial Exhibit 10034	Volume 54, RA 10452 – RA 10471
Undated	Plaintiffs' Trial Exhibit 10035	Volume 54, RA 10472 – RA 10503
Undated	Plaintiffs' Trial Exhibit 10047	Volume 54, RA 10504 – RA 10547
Undated	Plaintiffs' Trial Exhibit 10048	Volume 54, RA 10548 – RA 10595
Undated	Plaintiffs' Trial Exhibit 10049	Volume 55, RA 10596 – RA 10646

Undated	Plaintiffs' Trial Exhibit 10050	Volume 55, RA 10647 – RA 10708
Undated	Plaintiffs' Trial Exhibit 10051	Volume 55, RA 10709 – RA 10709
Undated	Plaintiffs' Trial Exhibit 10052	Volume 55, RA 10716 – RA 10772
Undated	Plaintiffs' Trial Exhibit 20002 – Part 1	Volume 56, RA 10773 – RA 10972
Undated	Plaintiffs' Trial Exhibit 20002 – Part 2	Volume 57, RA 10973 – RA 11163
Undated	Plaintiffs' Trial Exhibit 20021	Volume 57, RA 11164 – RA 11187
Undated	Plaintiffs' Trial Exhibit 20027	Volume 58, RA 11188 – RA 11191
Undated	Plaintiffs' Trial Exhibit 20028	Volume 58, RA 11192 – RA 11195
Undated	Plaintiffs' Trial Exhibit 20045	Volume 58, RA 11196 – RA 11209
Undated	Plaintiffs' Trial Exhibit 20046	Volume 58, RA 11210 – RA 11232
Undated	Plaintiffs' Trial Exhibit 20053	Volume 58, RA 11233
Undated	Plaintiffs' Trial Exhibit 30001	Volume 58, RA 11234
Undated	Plaintiffs' Trial Exhibit 30003	Volume 58, RA 11235 – RA 11245
Undated	Plaintiffs' Trial Exhibit 30016	Volume 58, RA 11246 – RA 11282

Undated	Plaintiffs' Trial Exhibit 30017	Volume 58, RA 11283 – RA 11293
Undated	Plaintiffs' Trial Exhibit 30018	Volume 59, RA 11294 – RA 11296
Undated	Plaintiffs' Trial Exhibit 30019	Volume 59, RA 11297 – RA 11398
Undated	Plaintiffs' Trial Exhibit 30020	Volume 59, RA 11399 – RA 11416
Undated	Plaintiffs' Trial Exhibit 30021	Volume 59, RA 11417 – RA 11437
Undated	Plaintiffs' Trial Exhibit 30022	Volume 59, RA 11438 – RA 11454
Undated	Plaintiffs' Trial Exhibit 30023	Volume 59, RA 11455 – RA 11470
Undated	Plaintiffs' Trial Exhibit 30024	Volume 59, RA 11455 – RA 11470
Undated	Plaintiffs' Trial Exhibit 30025	Volume 59, RA 11471 – RA 11483
Undated	Plaintiffs' Trial Exhibit 30026	Volume 59, RA 11484 – RA 11489
Undated	Plaintiffs' Trial Exhibit 30027	Volume 60, RA 11490 – RA 11499
Undated	Plaintiffs' Trial Exhibit 30028	Volume 60, RA 11500 – RA 11534
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
---------	--	-----------------------------------

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@mujelawoffice.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 44 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

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 139-34-210-009
- 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'/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #	_____
Book	_____ Page: _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property: \$1,475,000.00
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$1,475,000.00
 Real Property Transfer Tax Due \$7,522.50

4. **If Exemption Claimed:**

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

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 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
 Signature: [Signature] Capacity: BUYER

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: PJK Corporation Print Name: ZweWork, LLC
 Address: 3694 SOOTHING SURF Dr. Address: 20 west 55th St.
 City: LAS VEGAS City: New York and FL.
 State: NV Zip: 89117 State: NY Zip: 10019

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

Print Name: First American Title Insurance Company File Number: NCS-140551-HHLV ak/ME
National Commercial Services
 Address: 3960 Howard Hughes Parkway, Suite 380
 City: Las Vegas State: NV Zip: 89109

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

Reproduced by First American Title Insurance Rev10/2001

MIT002912

5145

50027-0151
Case No.: A-16

RA 008387

20061221-0003234

A.P. N.: 139-34-210-007, 139-34-210-008, 139-34-210-022, 139-34-210-023
R.P.T.T.: \$45,900.00

Fee: \$18.00 RPTT: \$45,900.00
N/C Fee: \$0.00

Escrow #06-08-0503-DTL

72
34

12/21/2006 13:58:32
T20060223971

Mail tax bill to and
When recorded mail to:
Zoe Property, LLC
41 East 60th Street
New York, NY 10022
Attn: David Mitchell

Requestor:
NEVADA TITLE COMPANY

Charles Harvey KXC
Clark County Recorder Pgs: 7

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That T-QHR, LLC, a Delaware limited liability company formerly known as Barrick-QHR, LLC, a Delaware limited liability company, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to ZOE 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 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

MIT002913

50027-0152
Case No.: A-16
RA 008388

IN WITNESS WHEREOF, this instrument has been executed this 15th day of December, 2000

T-QHR, LLC, a Delaware limited liability company formerly known as Barrick-QHR, LLC, a Delaware limited liability company

By: Tamares Barrick Las Vegas Properties II, LLC, its Manager

By: Tamares Las Vegas Partners-II LLC, a Delaware limited liability company, its Managing Member

By: T-C Partners-II, LLC, a Delaware limited liability company, its Managing Member

By: Concorde Capital, LLC, a Delaware limited liability company, its Managing Member

By: 

Print Name: MICHAEL R. TREADOR

Title: Managing Member

MIT002914

50027-0153
Case No.: A-16

RA 008389

EXHIBIT "A"

LOTS ONE (1), TWO (2), TWENTY-NINE (29), THIRTY (30), THIRTY-ONE (31)
AND THIRTY-TWO (32) IN BLOCK SIX (6) 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.

ASSESSOR'S COPY

APN# 139-34-210-007, 139-34-210-008, 139-34-210-022, 139-34-210-023
Escrow No.: 06-08-0503-DTL

Return to:
Nevada Title Company
2500 N. Buffalo #150
Las Vegas, NV 89128

Grant Bargain Sale Deed

TITLE OF DOCUMENT

(This cover page must be typed or printed)

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS NO SOCIAL SECURITY NUMBER
CONTAINED IN THE DOCUMENT.

BY: 
NAME PRINT: Scott Dunham

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS A SOCIAL SECURITY NUMBER
CONTAINED IN THIS DOCUMENT AS REQUIRED BY
LAW: _____

BY: _____
NAME PRINT: _____

MIT002917

50027-0156
Case No.: A-16

RA 008392

State of Nevada

Declaration of Value

- 1. Assessor Parcel Number(s)
 - a) 139-34-210-007, 139-34-210-008, 139-34-210-022, 139-34-210-023
 - b) _____
 - c) _____
 - d) _____

30

- 2. Type of Property:
 - a) Vacant Land
 - b) Sgl. Fam. Residence
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg.
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other _____

FOR RECORDERS'S OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book:	_____ Page _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property \$9,000,000.00

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

Transfer Tax Value: \$9,000,000.00

Real Property Transfer Tax Due \$45,900.00

- 4. **If Exemption Claimed:**
 - a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 - b. Explain Reason for Exemption: _____

5. Partial Interest: .Percentage being transferred: 100 %

The undersigned declare(s) 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, 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 owned.

Signature: _____ Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: T-QHR, LLC, a Delaware limited liability company formerly known as Barrick-QHR, LLC, a Delaware limited liability company

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: ZOE PROPERTY, LLC, a Delaware limited liability company

Address: 1500 Broadway, 24th Floor

City/State/Zip: NY NY 10036

Address: 41 E 60th St

City/State/Zip: NY NY 10022

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

Print Name: Nevada Title Company Esc. #: 06-08-0503-DTL

Address: 2500 N Buffalo, Suite 150

City: Las Vegas State: NV Zip: 89128

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

Copy 3234

MIT002918

50027-0157
Case No.: A-16

RA 008393

**State of Nevada
Declaration of Value**

1. Assessor Parcel Number(s)
 a) 139-34-210-007, 139-34-210-008, 139-34-210-022, 139-34-210-023
 b) _____
 c) _____
 d) _____

34

2. Type of Property:
- | | |
|--|---|
| <input type="checkbox"/> a) Vacant Land | <input type="checkbox"/> b) Sgl. Fam. Residence |
| <input type="checkbox"/> c) Condo/Twnhse | <input type="checkbox"/> d) 2-4 Plex |
| <input type="checkbox"/> e) Apt. Bldg. | <input checked="" type="checkbox"/> f) Comm'l/Ind'l |
| <input type="checkbox"/> g) Agricultural | <input type="checkbox"/> h) Mobile Home |
| <input type="checkbox"/> i) Other | |

FOR RECORDERS'S OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book:	Page _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property \$9,000,000.00
 Deed in Lieu of Foreclosure Only (value of property) _____
 Transfer Tax Value: \$9,000,000.00
 Real Property Transfer Tax Due \$45,900.00

4. **If Exemption Claimed:**
- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%
 The undersigned declare(s) 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, 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 owned.

Signature: _____ Capacity: GRANTOR/SELLER
 Signature: _____ Capacity: GRANTEE/BUYER
SELLER (GRANTOR) INFORMATION **BUYER (GRANTEE) INFORMATION**
 (REQUIRED) (REQUIRED)

Print Name: T-QHR, LLC, a Delaware limited liability company formerly known as Barrick-QHR, LLC, a Delaware limited liability company Print Name: ZOE PROPERTY, LLC, a Delaware limited liability company
 Address: 1500 Broadway, 24th Floor Address: 41 East 60th St
 City/State/Zip: NY, NY 10036 City/State/Zip: NY NY 10022

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
 Print Name: Nevada Title Company Esc. #: 06-08-0503-DTL
 Address: 2500 N Buffalo, Suite 150
 City: Las Vegas State: NV Zip: 89128
 (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3234

MIT002919

50027-0158
Case No.: A-16

RA 008394

9-1

Inst #: 200912100003372
Fees: \$21.00 N/C Fee: \$25.00
RPTT: \$0.00 Ex: #009
12/10/2009 12:15:32 PM
Receipt #: 157128
Requestor:
GREENBERG TRAURIG LLP
Recorded By: OSA Pgs: 9
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

GREENBERG TRAURIG, LLP
Attention: Gregg R. Vermeys, Esq.
3773 Howard Hughes Parkway, Suite 400 North
Las Vegas, Nevada 89169

MAIL TAX STATEMENTS TO:

FOREST CITY ENTERPRISES, INC.
Attention: Director of Tax
Terminal Tower, Suite 1410
50 Public Square
Cleveland, Ohio 44113

APNs: 139-34-210-007; 139-34-210-008
139-34-210-009; 139-34-210-010
139-34-210-011; 139-34-210-012
139-34-210-013; 139-34-210-019
139-34-210-020; 139-34-210-021
139-34-210-022; 139-34-210-023

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

LIVWORK, LLC, a Delaware limited liability company as to an undivided 40% interest, FC VEGAS 39, LLC, a New York limited liability company as to an undivided 39.775% interest and FC VEGAS 20, LLC, a Nevada limited liability company as to an undivided 20.225% interest, all as tenants in common, collectively referred to herein, as "GRANTOR," do hereby Grant, Bargain, Sell and Convey to PQ LAS VEGAS, LLC, a Delaware limited liability company, as "GRANTEE" the real property located in 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 taxes for the current fiscal tax year not yet due and payable.
2. All matters of record.

{Signature Page Follows}

MIT002920

50027-0159
Case No.: A-16
RA 008395

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

Dated as of December 10, 2009.

“GRANTOR”

LIVEWORK, LLC,
a Delaware limited liability company

By: Livework Manager, LLC,
its Member



By: _____
Name: Mitchell
Title: _____

ASSESSOR'S COPY

FC VEGAS 20, LLC,
a Nevada limited liability company

By: Canton Centre Mall Limited Partnership,
its Sole Member

By: F.C. Canton Centre, Inc.,
its General Partner

By: _____
Name: _____
Title: _____

FC VEGAS 39, LLC,
a New York limited liability company

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

By: Artus, Inc.,
its General Partner

By: _____
Name: _____
Title: _____

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

Dated as of December 10, 2009.

"GRANTOR"

LIVEWORK, LLC,
a Delaware limited liability company

By: Livework Manager, LLC,
its Member

By: _____
Name: _____
Title: _____

FC VEGAS 20, LLC,
a Nevada limited liability company

By: Canton Centre Mall Limited Partnership,
its Sole Member

By: F.C. Canton Centre, Inc.,
its General Partner

By: 
Name: DAVID J. LARUE
Title: RESIDENT

FC VEGAS 39, LLC,
a New York limited liability company

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

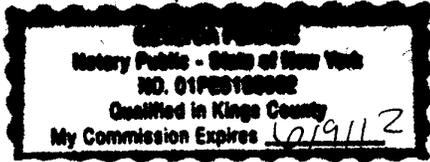
By: Artus, Inc.,
its General Partner

By: 
Name: DAVID J. LARUE
Title: VICE PRESIDENT

STATE OF New York }
COUNTY OF New York } ss.

This instrument was acknowledged before me on November 10, 2009
by Vand Mitchell, as General Managing Partner Livework Manager, LLC as member of
LIVEWORK, LLC, a Delaware limited liability company.

Mealyda Perojic
NOTARY PUBLIC



STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____, 20__
by _____, as _____, of F.C. Canton Centre, Inc. as general
partner of Canton Centre Mall Limited Partnership, the sole member of FC VEGAS 20, LLC, a
Nevada limited liability company.

NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____, 20__
by _____, as _____, Livework Manager, LLC as member of
LIVEWORK, LLC, a Delaware limited liability company.

NOTARY PUBLIC

STATE OF Ohio }
COUNTY OF Cuyahoga } ss.

This instrument was acknowledged before me on November 11, 2009
by David G. Labue, as President, of F.C. Canton Centre, Inc. as general
partner of Canton Centre Mall Limited Partnership, the sole member of FC VEGAS 20, LLC, a
Nevada limited liability company.



BETH ANN MONACHINO, Notary Public
STATE OF OHIO
My Commission Expires February 7, 2013
(Recorded in Medina County)

Beth Ann Monachino
NOTARY PUBLIC

LV 418,883,667v2 10-7-09

MIT002924

50027-0163
Case No.: A-16
RA 008399

STATE OF Ohio }
COUNTY OF Luyahoga } ss.

This instrument was acknowledged before me on November 11, 2009
by David G. Kabele, as Vice President, of Artus, Inc. as the sole member of
Rolling Acres Properties Co. Limited Partnership, general partner of Rolling FC VEGAS 39, LLC,
a New York limited liability company.



BETH ANN MONACHINO, Notary Public
STATE OF OHIO
My Commission Expires February 7, 2013
(Recorded in Medina County)

Beth Ann Monachino
NOTARY PUBLIC

EXHIBIT A
Legal Description of Land

EXPLANATION

THIS DESCRIPTION DESCRIBES THE REMAINING BLOCK 6 OF CLARK'S LAS VEGAS TOWNSITE, CITY OF LAS VEGAS, NEVADA.

LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING A PORTION OF LOTS 1 THROUGH 16 INCLUSIVE AND ALL OF LOTS 17 THROUGH 32 INCLUSIVE AND ALL OF THAT CERTAIN VACATED 20' ALLEY THAT LIES BETWEEN LEWIS AVENUE AND CLARK AVENUE WITHIN A PORTION OF BLOCK 6 AS SHOWN ON THE PLAT OF CLARK'S LAS VEGAS TOWNSITE, ON FILE IN BOOK 1, PAGE 37 OF PLATS OF CLARK COUNTY, NEVADA RECORDS AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND ALUMINUM CAP MARKING THE INTERSECTION OF MAIN STREET AND CLARK AVENUE ON THE NEVADA DEPARTMENT OF TRANSPORTATION "O" CENTERLINE; THENCE NORTH 27°54'11" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 50.03 FEET; THENCE SOUTH 62°05'49" EAST, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET:

THENCE NORTH 27°54'11" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 380.72 FEET (380.00' RECORD) TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 90°01'00", A CURVE LENGTH OF 15.71 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LEWIS AVENUE; THENCE SOUTH 62°04'49" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.19 FEET (275.00' RECORD) TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 89°59'04", A CURVE LENGTH OF 15.71 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FIRST STREET; THENCE SOUTH 27°54'15" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 380.52 FEET (380.00' RECORD) TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 89°58'27", A CURVE LENGTH OF 15.70 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CLARK AVENUE; THENCE NORTH 62°07'18" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.19 FEET (275.00' RECORD) TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE

MIT002926

50027-0165
Case No.: A-16

RA 008401

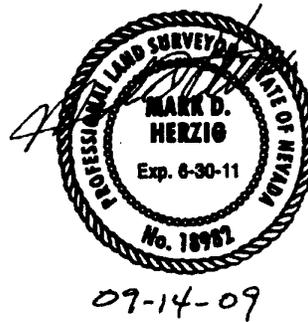
90°01'29", A CURVE LENGTH OF 15.71 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2.71 ACRES OF LAND.

BASIS OF BEARING

SOUTH 27°54'30" WEST, BEING THE CENTERLINE OF CASINO CENTER BOULEVARD BETWEEN STEWART AVENUE AND COOLIDGE AVENUE AS SHOWN BY THAT CERTAIN MAP IN FILE 67, PAGE 79 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

MARK D. HERZIG
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 18982
POGGEMEYER DESIGN GROUP, INC.
6960 SMOKE RANCH ROAD, SUITE 110
LAS VEGAS, NEVADA 89148



ALSO DESCRIBED AS FOLLOWS:

LOT 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 117 OF PARCEL MAPS, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

MIT002927

50027-0166
Case No.: A-16

RA 008402

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 139-34-210-007, 008, 009, 010, 011, 012
 b) 139-34-210-013, 019, 020, 021, 022 & 023
 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 ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: <u>OK Member Cert SW</u>	

3. a) Total Value/Sales Price of Property: \$ N/A
 b) Deed in Lieu of Foreclosure Only (value of (\$ _____))
 c) Transfer Tax Value: \$ N/A
 d) Real Property Transfer Tax Due \$ N/A

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: 9
 b. Explain reason for exemption: Transfer to a business organization where the persons conveying the property own 100% of the organization to which the conveyance is made.
 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 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: Grantor
 Capacity: Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: FC VEGAS 39, LLC
 Address: Terminal Tower, Ste. 1410, 50 Public Sq.
 City: Cleveland
 State: Ohio Zip: 44113

Print Name: PQ LAS VEGAS, LLC
 Address: Terminal Tower, Ste. 1410, 50 Public Sq.
 City: Cleveland
 State: Ohio Zip: 44113

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

Print Name: Greenberg Traurig, LLP File Number: _____
 Address: 3773 Howard Hughes Pkwy., Ste. 400N
 City: Las Vegas State: NV Zip: 89169

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

MIT002928

Inst #: 201202170001875

Fees: \$0.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #002

02/17/2012 11:16:14 AM

Receipt #: 1070223

Requestor:

FIRST AMERICAN TITLE HOWARD

Recorded By: KGP Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

Affix R.P.T.T.: \$ Exempt 02

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

City of Las Vegas
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Attn: Director

MAIL TAX STATEMENTS TO:

City of Las Vegas
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Attn: Director

APNs: 139-34-201-022

386052 S65

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

PQ LAS VEGAS, LLC, a Delaware limited liability company, as "GRANTOR," do hereby Grant, Bargain, Sell and Convey to the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada, as "GRANTEE" the real property located in 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 taxes for the current fiscal tax year not yet due and payable.
2. All matters of record.

{Signature Page Follows}

LV 418,978,226v1 12-9-09

MIT002929

50027-0168

Case No.: A-16

RA 008404

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

Dated as of February 16, 2012

"GRANTOR"

PQ LAS VEGAS, LLC,
a Delaware limited liability company

By: 

Name: Dimitri Vazelakis

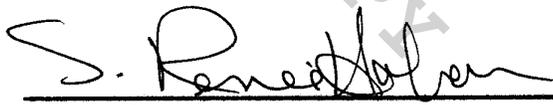
Title: Authorized Representative

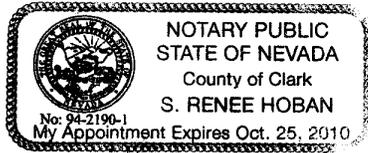
Dimitri Vazelakis

ASSESSOR'S COPY

STATE OF Nevada } ss.
COUNTY OF Clark

This instrument was acknowledged before me on Dec. 14, 2009
by Dimitri Vazelakis Auth. Rep. of PQ LAS VEGAS, LLC, a Delaware limited liability company.


NOTARY PUBLIC



S. RENEE HOBAN
#94-2190-1
EXP. 10-25-10

LV 418,978,226v1 12-9-09

MIT002930

50027-0169
Case No.: A-16

RA 008405

EXHIBIT A
Legal Description of Land

EXPLANATION

THIS DESCRIPTION DESCRIBES THE REMAINING BLOCK 6 OF CLARK'S LAS VEGAS TOWNSITE, CITY OF LAS VEGAS, NEVADA.

LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING A PORTION OF LOTS 1 THROUGH 16 INCLUSIVE AND ALL OF LOTS 17 THROUGH 32 INCLUSIVE AND ALL OF THAT CERTAIN VACATED 20' ALLEY THAT LIES BETWEEN LEWIS AVENUE AND CLARK AVENUE WITHIN A PORTION OF BLOCK 6 AS SHOWN ON THE PLAT OF CLARK'S LAS VEGAS TOWNSITE, ON FILE IN BOOK 1, PAGE 37 OF PLATS OF CLARK COUNTY, NEVADA RECORDS AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND ALUMINUM CAP MARKING THE INTERSECTION OF MAIN STREET AND CLARK AVENUE ON THE NEVADA DEPARTMENT OF TRANSPORTATION "O" CENTERLINE; THENCE NORTH 27°54'11" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 50.03 FEET; THENCE SOUTH 62°05'49" EAST, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET:

THENCE NORTH 27°54'11" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 380.72 FEET (380.00' RECORD) TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 90°01'00", A CURVE LENGTH OF 15.71 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LEWIS AVENUE; THENCE SOUTH 62°04'49" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.19 FEET (275.00' RECORD) TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 89°59'04", A CURVE LENGTH OF 15.71 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FIRST STREET; THENCE SOUTH 27°54'15" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 380.52 FEET (380.00' RECORD) TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 89°58'27", A CURVE LENGTH OF 15.70 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CLARK AVENUE; THENCE NORTH 62°07'18" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.19 FEET (275.00' RECORD) TO THE BEGINNING OF A 10.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE

MIT002931

50027-0170
Case No.: A-16

RA 008406

90°01'29". A CURVE LENGTH OF 15.71 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2.71 ACRES OF LAND.

BASIS OF BEARING

SOUTH 27°54'30" WEST, BEING THE CENTERLINE OF CASINO CENTER BOULEVARD BETWEEN STEWART AVENUE AND COOLIDGE AVENUE AS SHOWN BY THAT CERTAIN MAP IN FILE 67, PAGE 79 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

MARK D. HERZIG
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 18982
POGGEMEYER DESIGN GROUP, INC.
6960 SMOKE RANCH ROAD, SUITE 110
LAS VEGAS, NEVADA 89148



09-14-09

ALSO DESCRIBED AS FOLLOWS:

LOT 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 117 OF PARCEL MAPS, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

MIT002932

50027-0171
Case No.: A-16

RA 008407

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 139-34-201-022
 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 ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a) Total Value/Sales Price of Property: \$ N/A
 b) Deed in Lieu of Foreclosure Only (value of property) (\$ N/A)
 c) Transfer Tax Value: \$ N/A
 d) Real Property Transfer Tax Due \$ N/A

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: 2
 b. Explain reason for exemption: Transfer to a government entity.

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 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: <u>Grantor</u>
Signature: <u>Elizabeth N Fretwell</u>	Capacity: <u>Grantee</u>
<u>SELLER (GRANTOR) INFORMATION</u>	<u>BUYER (GRANTEE) INFORMATION</u>
(REQUIRED) <u>Elizabeth N Fretwell</u>	(REQUIRED)
Print Name: <u>PQ LAS VEGAS, LLC</u>	Print Name: <u>CITY OF LAS VEGAS, NEVADA</u>
Address: <u>Terminal Tower, Ste. 1410, 50 Public Sq.</u>	Address: <u>400 Stewart Avenue, 2nd Floor</u>
City: <u>Cleveland</u>	City: <u>Las Vegas</u>
State: <u>Ohio</u> <u>44113</u>	State: <u>Nevada</u> <u>89101</u>

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

Print Name: First American Title File Number: 386052
 Address: 2490 Paseo Verde Pkwy 386052E
 City: Henderson State: NV Zip: 89074

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

(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

MIT002934

50027-0173
Case No.: A-16
RA 008409

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 Contempt
Barnet L. Liberman, Manager

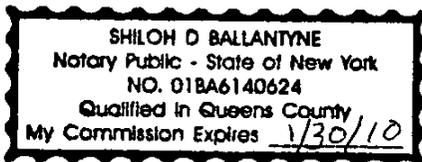
ASSESSOR'S COPY

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)



MIT002935

50027-0174
Case No.: A-16

RA 008410

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 Contempt
David J. Mitchell, Manager

By: [Signature]
Barnet L. Liberman, Manager

ASSESSOR'S COPY

STATE OF **NEW YORK**)
)
COUNTY OF **NEW YORK**)
)
:ss.

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: _____)

MIT002936

50027-0175
Case No.: A-16

RA 008411

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

MIT002938

50027-0177
Case No.: A-16

RA 008413

**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'/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: _____	
Notes: <i>[Signature]</i>	

- 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: _____
Signature: Davis S. Mitchell, President

Capacity: Grantor
Capacity: Davis S. Mitchell, President

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

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

Print Name: Livework Manager, 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)

4160
MIT002939

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

7

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

MIT002940

50027-0179
Case No.: A-16

RA 008415

Livework Manager, LLC, a Delaware limited liability company

By: 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

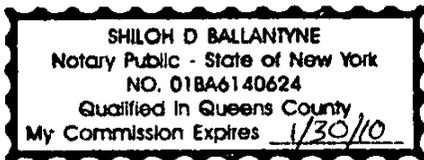
ASSESSOR'S COPY

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.

[Signature]
Notary Public
(My commission expires: 1/30/10)



MIT002941

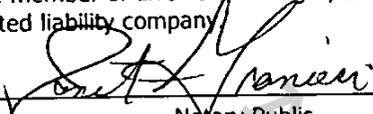
50027-0180
Case No.: A-16

RA 008416

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,
sole member of Livework Manager, 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

NOTARIAL COPY

MIT002943

50027-0182
Case No.: A-16

RA 008418

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

MIT002944

50027-0183
Case No.: A-16

RA 008419

**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: Dr. [Signature]

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: of Grantor

Signature: David J. Mitchell, President

Capacity: David J. Mitchell, manager

**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)

4/16/11
MIT002945

6-1

20080425-0004162

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

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$0.00 Exempt 01 C

8

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

MIT002946

50027-0185
Case No.: A-16
RA 008421

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

ASSESSOR'S COPY

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: _____)

MIT002948

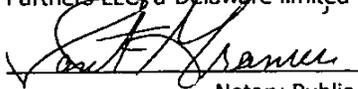
50027-0187
Case No.: A-16

RA 008423

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, 20 11

LESSOR'S COPY

MIT002949

50027-0188
Case No.: A-16

RA 008424

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

MIT002950

50027-0189
Case No.: A-16

RA 008425

**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: Grantor

Signature: David J. Mitchell, Manager

Capacity: David J. Mitchell, Represent

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)

MIT002951

50027-0190
 Case No.: A-16

RA 008426

④-1

20080425-0004163

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$Exempt 1 C

Fee: \$16.00 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: 4

9

When Recorded Mail To: Mail Tax Statements To:
Forest City Enterprises, Inc.
50 Public Square #1360
Cleveland, OH 44113

GRANT, BARGAIN and SALE DEED

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

FC Vegas 39, LLC, a New York limited liability company

do(es) hereby GRANT, BARGAIN and SELL to

Rolling Acres Properties Co. Limited Partnership, an Ohio limited partnership

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: 04/23/2008

MIT002952

50027-0191
Case No.: A-16
RA 008427

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

MIT002954

50027-0193
Case No.: A-16

RA 008429

**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'/Ind'l
 g) Agricultural h) Mobile Home
 i) Other _____

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: _____	
Notes: <u>[Signature]</u>	

3. Total Value/Sales Price of Property: \$ 0
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ 0

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: 1
 b. Explain reason for exemption: Transfer from subsidiary to a parent company

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: Amy Elms for FC Vegas 39, LLC Capacity: Grantor
 Signature: Amy Elms for Rolling Acres Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: FC Vegas 39, LLC
 Address: 50 Public Square #1360
 City: Cleveland
 State: OH Zip: 44113

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: Rolling Acres Properties
 Address: 50 Public Square #1360
 City: Cleveland
 State: NV Zip: 44113

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/ak
 Address: 3960 Howard Hughes Parkway, S-600
 City: Las Vegas State: NV Zip: 89169

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

41163
 MIT002955

④-1

20080425-0004165

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$Exempt 1 C

Fee: \$16.00 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: 4

11

When Recorded Mail To: Mail Tax Statements To:
Forest City Enterprises, Inc.
50 Public Square #1360
Cleveland, OH 44113

GRANT, BARGAIN and SALE DEED

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

FC Vegas 20, LLC, a Nevada limited liability company

do(es) hereby GRANT, BARGAIN and SELL to

Canton Centre Mall Limited Partnership, an Ohio limited partnership

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: 04/23/2008

MIT002956

50027-0195
Case No.: A-16

RA 008431

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

MIT002958

50027-0197
Case No.: A-16

RA 008433

**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: <i>[Signature]</i>	

3. Total Value/Sales Price of Property: \$-0-
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$-0-
 Real Property Transfer Tax Due \$ _____

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: 1
 b. Explain reason for exemption: Transfer from a subsidiary to a parent company

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]* FC Vegas 20 LLC Capacity: *[Signature]*
 Signature: *[Signature]* Canton Centre Capacity: *[Signature]*

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: FC Vegas 20, LLC
 Address: 50 Public Square #1360
 City: Cleveland
 State: OH Zip: 44113

Print Name: Canton Centre Mall
 Address: 50 Public Square #1360
 City: Cleveland
 State: OH Zip: 44113

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/ak
 Address 3960 Howard Hughes Parkway, S-600
 City: Las Vegas State: NV Zip: 89169

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

4/16/05
MIT002959

①-1

20080425-0004164

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$Exempt 9 C

Fee: \$16.00 RPTT: EX#009
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: 4

10

When Recorded Mail To: Mail Tax Statements To:
Forest City Enterprises, Inc.
50 Public Square #1360
Cleveland, OH 44113

GRANT, BARGAIN and SALE DEED

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

Rolling Acres Properties Co. Limited Partnership, an Ohio limited partnership

do(es) hereby GRANT, BARGAIN and SELL to

FC RTC 39, 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: 04/23/2008

MIT002960

50027-0199
Case No.: A-16
RA 008435

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

MIT002962

50027-0201
Case No.: A-16

RA 008437

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 139-34-301-008
 b) _____
 c) _____
 d) _____ 16

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: <u>[Signature]</u>	

3. Total Value/Sales Price of Property: \$ 0
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ 0

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: 9
 b. Explain reason for exemption: Transfer to Grantee owned 100% by Grantor

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: Grantor
 Signature: [Signature] Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Rolling Acres Properties Co
 Address: 50 Public Square #1360
 City: Cleveland
 State: OH Zip: 44113

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: FC RTC 39, LLC
 Address: 50 Public Square #1360
 City: Cleveland
 State: OH Zip: 44113

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/ak
 Address: 3960 Howard Hughes Parkway, S-600
 City: Las Vegas State: NV Zip: 89169
 (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

41164
 MIT002963

LI-1

20080425-0004166

A.P.N.: 139-34-301-008
File No: NCS-345348-HHLV (ak)
R.P.T.T.: \$Exempt 9 C

Fee: \$16.00 RPTT: EX#009
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: 4

12

When Recorded Mail To: Mail Tax Statements To:
Forest City Enterprises, Inc.
50 Public Square #1360
Cleveland, OH 44113

GRANT, BARGAIN and SALE DEED

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

Canton Centre Mall Limited Partnership, an Ohio limited partnership

do(es) hereby GRANT, BARGAIN and SELL to

FC RTC 20, 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: 04/23/2008

MIT002964

50027-0203
Case No.: A-16

RA 008439

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

MIT002966

50027-0205
Case No.: A-16

RA 008441

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 139-34-301-008
 b) _____
 c) _____
 d) _____ 12

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: <u>[Signature]</u>	

3. Total Value/Sales Price of Property: \$-0-
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$-0-

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: 9
 b. Explain reason for exemption: Transfer to Grantee Owned 100% by Grantor

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] PBO Canton Capacity: Grantee
 Signature: [Signature] PBO FC RTC 20, LLC Capacity: Grantor

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Canton Centre Mall
 Address: 50 Public Square #1360
 City: Cleveland
 State: OH Zip: 44113

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: FC RTC 20, LLC
 Address: 50 Public Square #1360
 City: Cleveland
 State: OH Zip: 44113

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/ak
 Address 3960 Howard Hughes Parkway, S-600
 City: Las Vegas State: NV Zip: 89169
 (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

4168
MIT002967

3c

Inst #: 201107180001907

Fees: \$16.00

N/C Fee: \$25.00

07/18/2011 01:34:58 PM

Receipt #: 847519

Requestor:

AM PM LEGAL SOLUTIONS

Recorded By: BJB Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APNs# 139-34-311-001, 002, 003, 007, 008,
009, 010, 011, 012, 013, 014, 015,
016, 017, 018, 019, 020, 021, 022,
023, 024, 025, 026, 027, 028, 029,
030, 031 and 049
139-34-302-009
139-34-210-014, 015, 017 and 018

Recording Requested by and Return to:

Name Gregg R. Vermeys, Esq.
Greenberg Traurig, LLP

Address 3773 Howard Hughes Parkway, Suite 400N

City/State/Zip Las Vegas, NV 89169

**State of Delaware Certificate of Merger of Domestic
Limited Liability Companies
(Title on Document)**

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.

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is

FC/LW Vegas, LLC
and the name of the limited liability company being merged into this surviving limited liability company is L/W TIC Successor LLC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is
FC/LW Vegas, LLC

FOURTH: The merger is to become effective on February 28, 2011.

FIFTH: The Agreement of Merger is on file at 50 Public Square, #1360
Cleveland, OH 44113
the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, the 28th day of February, A.D.,
2011.

By: Layton McCown
Authorized Person

Name: Layton McCown
Print or Type

Title: Exec VP and Asst. Sec on behalf of Member

MIT002969

50027-0208
Case No.: A-16

RA 008444

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"L/W TIC SUCCESSOR LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "FC/LW VEGAS, LLC" UNDER THE NAME OF "FC/LW VEGAS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2011, AT 3:01 O'CLOCK P.M.



4878892 8100M

110235111

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8593223

DATE: 03-01-11

MIT002970

50027-0209
Case No.: A-16

RA 008445

9-1

Inst #: 201102250004420
Fees: \$21.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #001
02/25/2011 05:00:51 PM
Receipt #: 689138
Requestor:
FIRST AMERICAN TITLE
Recorded By: ANI Pgs: 9
DEBBIE CONWAY
CLARK COUNTY RECORDER

WHEN RECORDED RETURN TO:

FOREST CITY ENTERPRISES, INC.
Attention: David Gordon
Terminal Tower, Suite 1360
50 Public Square
Cleveland, Ohio 44113

MAIL TAX STATEMENTS TO:

FOREST CITY ENTERPRISES, INC.
Attention: Director of Tax
Terminal Tower, Suite 1410
50 Public Square
Cleveland, Ohio 44113

APNs: 139-34-311-001, 002, 003, 007, 008,
009, 010, 011, 012, 013, 014, 015, 016, 017,
018, 019, 020, 021, 022, 023, 024, 025, 026,
027, 028, 029, 030, 031 and 049
139-34-302-009
139-34-210-014, 015, 017 and 018

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

FC VEGAS 20, LLC, a Nevada limited liability company, as "GRANTOR," does hereby Grant, Bargain, Sell and Convey to FC/LW VEGAS, LLC, a Delaware limited liability company, as "GRANTEE", all of Grantor's undivided 60% interest as tenant in common in the real property located in 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}

MIT002971

50027-0210
Case No.: A-16

RA 008446

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

Dated as of February 25, 2011.

“GRANTOR”

FC VEGAS 20, LLC,
a Nevada limited liability company

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

By: Artus, Inc.,
its General Partner

By: *Layton McCown*
Name: Layton McCown
Title: Vice President and Assistant Secretary

ASSESSOR'S COPY

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

This instrument was acknowledged before me on February 18, 2011 by Layton McCown, as Vice President and Assistant Secretary, of Artus, Inc., as the general partner of Rolling Acres Properties Co. Limited Partnership, the managing member of FC VEGAS 20, LLC, a New York limited liability company.

Denise M. Scaglione
NOTARY PUBLIC



DENISE M. SCAGLIONE
Notary Public, State of Ohio
My Commission Expires Apr. 21, 2012
(Recorded in Lorain County)

MIT002972

50027-0211
Case No.: A-16

RA 008447

EXHIBIT A
Legal Description of Land

ATTACHED

ASSESSOR'S COPY

MIT002973

50027-0212
Case No.: A-16

RA 008448

Parcel 1:

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK TEN (10) 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 2:

Lot Fourteen (14) and the South Fifteen (15) feet of Lot Thirteen (13) in Block Ten (10) of CLARK'S LAS VEGAS, TOWNSITE, as shown by map on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 3:

Lot Fifteen (15) and Sixteen (16) in Block Ten (10) 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 4:

The West 100 feet of Lots One (1) and Two (2) in Block Ten (10) 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:

The East Forty (40) feet of Lots One (1) and Two (2) in Block Ten (10) 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:

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.

Parcel 7:

Being a portion of the North half (N1/2) 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, more particularly described as follows: Beginning at the Northern most corner of Lot Twenty-five (25) of Block Ten (10) of Clark's Las Vegas Townsite, as shown in Book 1 of Plat Maps, Page 37 and also being a point on the East right-of-way line of the 20 foot wide public alley; Thence North 27°54'30" East, along the East line of said public alley, a

MIT002974

50027-0213
Case No.: A-16

RA 008449

distance of 174.96 feet to a point on the South right-of-way line of Clark Avenue (80 feet wide); Thence South 62°07'28" East, along said right-of-way line, a distance of 139.99 feet to a point on the West right-of-way line of Casino Center Boulevard (80 feet wide); Thence South 27°54'30" West, along said right-of-way line a distance of 175.00 feet; Thence North 62°06'34" West, a distance of 139.99 feet to the point of beginning; Pursuant to that certain Reversionary Map in Book 82 of Plats, Page 49, in the Office of the County Recorder, Clark County, Nevada and recorded December 17, 1997 in Book 971217 as Document No. 00665, Official Records. Note: The above metes and bounds description was prepared by Robert C. Johnson PLS, at Baughman and Turner 1210 Hinson Street, Las Vegas, Nevada.

PARCEL 8:

LOT TWENTY-EIGHT(28) AND TWENTY-NINE (29) IN BLOCK SEVEN (7) 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 9:

THE NORTH ONE AND ONE-HALF FEET TO LOT NINETEEN (19), ALL OF LOT TWENTY (20) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-ONE (21), ALL IN BLOCK SEVEN (7) 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 10:

LOT TWENTY-TWO (22) AND THE NORTH HALF (N 1/2) OF LOT TWENTY-ONE (21) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-THREE (23) ALL IN BLOCK SEVEN (7) 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 11:

THE NORTH HALF (N 1/2) OF LOT TWENTY-THREE (23) AND ALL OF LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25) IN BLOCK SEVEN (7) 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 12:

LOTS TWENTY-SIX (26) AND TWENTY-SEVEN (27) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN

MIT002975

50027-0214
Case No.: A-16

RA 008450

BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Parcel 13:

Lots Five (5) and Six (6) in Block Ten (10) 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 14:

LOT ELEVEN (11) IN BLOCK SEVEN (7) 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 15:

LOTS 19 AND 20 IN BLOCK 10 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 16:

Lots One (1), Two (2), Three (3) and Four (4) in Block Seven (7) 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 17:

Lots Five (5) and Six (6) in Block Seven (7) 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 the interest in and to the Northwesterly 5.00 feet as conveyed to the City of Las Vegas by deed recorded January 27, 1976 in Book 590 as Document No. 549027 of Official Records.

Parcel 18:

Lots Thirty (30), Thirty-one (31) and Thirty-two (32) in Block Seven (7) 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 19:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12) and the Northerly Ten (10) feet of Lot Thirteen (13) in Block Ten (10) of CLARK'S LAS VEGAS TOWNSITE, as shown by

MIT002976

50027-0215
Case No.: A-16

RA 008451

map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 20:

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.

PARCEL 21:

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.

Parcel 22

Lot Seventeen (17) and the South 101/2 feet of Lot Eighteen (18) in Block Seven (7) 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 June 6, 1991 in Book 910606 as Instrument No. 00707 of Official Records.

Parcel 23:

The North 14 1/2 feet of Lot Eighteen (18) and the South 23 1/2 feet of Lot Nineteen (19), Block Seven (7), 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 24:

Intentionally Omitted.

Parcel 25:

Intentionally Omitted

Parcel 26:

MIT002977

50027-0216
Case No.: A-16

RA 008452

Lot Three (3) and Four (4) in Block Ten (10) 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, Clark County, Nevada.

Parcel 27:

Intentionally omitted

PARCEL 28:

LOT 10 IN BLOCK 7 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 29:

THE EAST HALF (E 1/2) OF LOTS 15 AND 16 IN BLOCK 7 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 30:

LOTS 8 AND 9 IN BLOCK 7 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 31:

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 32:

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 33:

LOTS ONE (1), TWO (2), THREE (3), THIRTY-ONE (31), AND THIRTY-TWO (32) IN BLOCK 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.

MIT002978

50027-0217
Case No.: A-16

RA 008453

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 139-34-311-001, 002, 003,
 b) 007 through 31 and 49
 c) 139-34-302-009
 d) 139-34-210-014, 015, 017 and 018

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 ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a) Total Value/Sales Price of Property: \$ N/A
 b) Deed in Lieu of Foreclosure Only (value of (\$ N/A))
 c) Transfer Tax Value: \$ N/A
 d) Real Property Transfer Tax Due \$ N/A

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: 1
 b. Explain reason for exemption: Transfer to wholly-owned subsidiary.

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 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]
 Signature: [Signature]

Capacity: Grantor
 Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: FC VEGAS 20, LLC

Print Name: FC/LW VEGAS, LLC

Address: Terminal Tower, Ste. 1410, 50 Public Sq.

Address: Terminal Tower, Ste. 1410, 50 Public Sq.

City: Cleveland

City: Cleveland

State: Ohio 44113

State: Ohio Zip: 44113

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

Print Name: _____ File Number: _____

Address _____

City: _____ State: _____ Zip: _____

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

MIT002979

**50027-0218
Case No.: A-16**

RA 008454

Inst #: 20151124-0001666
Fees: \$19.00 N/C Fee: \$25.00
RPTT: \$3960.15 Ex: #
11/24/2015 11:27:35 AM
Receipt #: 2617869
Requestor:
FIRST AMERICAN TITLE NCS LA
Recorded By: LEX Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

Downtown CAC, LLC
7301 Peak Drive, Suite 200
Las Vegas, Nevada 89128

MAIL TAX STATEMENTS TO:

Downtown CAC, LLC
7301 Peak Drive, Suite 200
Las Vegas, Nevada 89128

APNs: 139-34-311-049 and 139-34-302-009

(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 DOWNTOWN CAC, LLC, a Nevada limited liability company, as "GRANTEE", the real property situated in the County of Clark, State of Nevada bounded and described as follows:

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

The real property identified herein is conveyed with all warranties of title set forth in NRS 111.170, together with each and every tenement, hereditament and appurtenance 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 November 24, 2015.

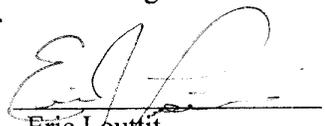
“GRANTOR”

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, an Ohio limited partnership and its Managing Member

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

By: 
Name: Eric Louttit
Title: Vice President

ASSESSOR'S COPY

STATE OF OHIO }^{SS.}
COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 12th day of November, 2015, by Eric Louttit, the Vice President of Artus, Inc., an Ohio corporation, the general partner of Rolling Acres Properties Co. Limited Partnership, an Ohio limited partnership, the Managing Member of FC Vegas 20, LLC, a Nevada limited liability company, the Managing Member of FC/LW VEGAS, LLC, a Delaware limited liability company, on behalf of FC/LW VEGAS, LLC, a Delaware limited liability company.

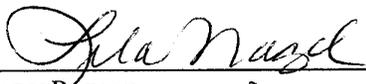

NOTARY PUBLIC
my commission expires 12/8/2018

EXHIBIT A

Legal Description of Land

PARCEL 1:

BEING A PORTION OF THE NORTH HALF (N1/2) 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF LOT TWENTY-FIVE (25) OF BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN IN BOOK 1 OF PLAT MAPS, PAGE 37 AND ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE 20 FOOT WIDE PUBLIC ALLEY; THENCE NORTH 27°54'30" EAST, ALONG THE EAST LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 174.96 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CLARK AVENUE (80 FEET WIDE);

THENCE SOUTH 62°07'28" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 139.99 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CASINO CENTER BOULEVARD (80 FEET WIDE);

THENCE SOUTH 27°54'30" WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET;

THENCE NORTH 62°06'34" WEST, A DISTANCE OF 139.99 FEET TO THE POINT OF BEGINNING; PURSUANT TO THAT CERTAIN REVERSIONARY MAP IN BOOK 82 OF PLATS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA AND RECORDED DECEMBER 17, 1997 IN BOOK 971217 AS DOCUMENT NO. 00665, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS IN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03477 OF OFFICIAL RECORDS CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 25, 2011 IN BOOK 20110225 AS INSTRUMENT NO. 04420 OF OFFICIAL RECORDS CLARK COUNTY, NEVADA.

PARCEL 2:

LOTS 19 AND 20 IN BLOCK 10 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.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 139-34-311-049
 b) 139-34-302-009
 c) _____
 d) _____

2. Type of Property
- | | |
|--|---|
| a) <input checked="" type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Single Fam. Res |
| c) <input type="checkbox"/> Condo/Twnhse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apt. Bldg. | f) <input type="checkbox"/> Comm'l/Ind'l |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> Other _____ | |

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #	_____
Book _____	Page: _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property: \$ 776,250.00
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$ 776,250.00
 Real Property Transfer Tax Due \$ 3,960.15

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: _____
 b. Explain reason for exemption:

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: Eric Louttit, Vice President
 Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: FC/LW Vegas, LLC
 Address: 50 Public Square, Suite 1360
 City: Cleveland
 State: Ohio Zip: 44113

Print Name: Downtown CAC, LLC
 Address: 7301 Peak Drive, Suite 200
 City: Las Vegas
 State: Nevada Zip: 89128

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

Print Name: First American Title File Number: NCS-75766-CLE
 Address: 2500 Paseo Verde Pkwy, Ste 120
 City: Henderson State: NV Zip: 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)
 Reproduced by First American Title Insurance Rev 2/2002

MIT002983

50027-0222
Case No.: A-16
 RA 008458

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 139-34-311-049
 b) 139-34-302-009
 c) _____
 d) _____

2. Type of Property
- | | |
|--|---|
| a) <input checked="" type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Single Fam. Res |
| c) <input type="checkbox"/> Condo/Twnhse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apt. Bldg. | f) <input type="checkbox"/> Comm'/Ind'l |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> Other _____ | |

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #	_____
Book _____	Page: _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property: \$ 776,250.00
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$ 776,250.00
 Real Property Transfer Tax Due \$ 3,960.15

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: _____
 b. Explain reason for exemption: _____

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: MANAGER DOWNTOWN CAC, LLC
 Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)
 Print Name: FC/LW Vegas, LLC
 Address: 50 Public Square, Suite 1360
 City: Cleveland
 State: Ohio Zip: 44113

(REQUIRED)
 Print Name: Downtown CAC, LLC
 Address: 7301 Peak Drive, Suite 200
 City: Las Vegas
 State: Nevada Zip: 89128

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

Print Name: First American Title File Number: NCS - 757660-CCG
 Address: 2500 Paseo Verde Blvd, Ste 120
 City: Henderson State: NV Zip: 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)
 Reproduced by First American Title Insurance Rev 2/2002

MIT002984

**50027-0223
Case No.: A-16**

RA 008459

Inst #: 20151230-0001556
Fees: \$26.00 N/C Fee: \$25.00
RPTT: \$39678.00 Ex: #
12/30/2015 11:53:34 AM
Receipt #: 2647035
Requestor:
FIRST AMERICAN TITLE NCS LA
Recorded By: DHG Pgs: 11
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

Desert Manor LLC
1620 S. Los Angeles St., Unit C
Los Angeles, California 90015

MAIL TAX STATEMENTS TO:

~~Oakwood Plaza LLC~~
K&J Las Vegas Endeavor 10%
Desert Manor LLC
1620 S. Los Angeles St. Unit C
Los Angeles, CA 90015

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 1060 BROADWAY, LLC, a California limited liability company, as to an undivided 26% tenancy-in-common interest, OAKWOOD PLAZA, LLC, a California limited liability company, as to an undivided 64% tenancy-in-common interest, and K&J LAS VEGAS ENDEAVOR, LLC, a Nevada limited liability company, as to an undivided 10% tenancy-in-common interest, 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 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 December 30, 2015.

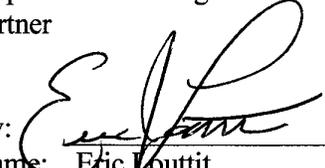
"GRANTOR"

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, an Ohio limited partnership and its Managing Member

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

By: 
Name: Eric Louttit
Title: Vice President

Eric Louttit

ASSESSOR'S COPY

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

The foregoing instrument was acknowledged before me this 31st day of December, 2015, by Eric Louttit, the Vice President of Artus, Inc., an Ohio corporation, the general partner of Rolling Acres Properties Co. Limited Partnership, an Ohio limited partnership, the Managing Member of FC Vegas 20, LLC, a Nevada limited liability company, the Managing Member of FC/LW VEGAS, LLC, a Delaware limited liability company, on behalf of FC/LW VEGAS, LLC, a Delaware limited liability company.



DENISE M SCAGLIONE
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 04-23-17



State of Ohio

EXHIBIT A

Legal Description of Land

Attached

ASSESSOR'S COPY

MIT002987

50027-0226
Case No.: A-16

RA 008462

PARCEL 1

PARCEL 1:

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:

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:

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:

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:

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.

MIT002988

50027-0227
Case No.: A-16

RA 008463

PARCEL 6:

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.

PARCEL II

PARCEL 1:

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK TEN (10) 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 CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03477 OF OFFICIAL RECORDS.

PARCEL 2:

LOT FOURTEEN (14) AND THE SOUTH FIFTEEN (15) FEET OF LOT THIRTEEN (13) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS, TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03477 OF OFFICIAL RECORDS.

PARCEL 3:

LOT FIFTEEN (15) AND SIXTEEN (16) IN BLOCK TEN (10) 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 CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03477 OF OFFICIAL RECORDS.

PARCEL 4:

THE WEST 100 FEET OF LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) 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:

THE EAST FORTY (40) FEET OF LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) 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.

MIT002989

50027-0228
Case No.: A-16

RA 008464

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03477 OF OFFICIAL RECORDS.

PARCEL 6:

LOT TWENTY-EIGHT(28) AND TWENTY-NINE (29) IN BLOCK SEVEN (7) 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 7:

THE NORTH ONE AND ONE-HALF FEET TO LOT NINETEEN (19), ALL OF LOT TWENTY (20) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-ONE (21), ALL IN BLOCK SEVEN (7) 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 8:

LOT TWENTY-TWO (22) AND THE NORTH HALF (N 1/2) OF LOT TWENTY-ONE (21) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-THREE (23) ALL IN BLOCK SEVEN (7) 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 9:

THE NORTH HALF (N 1/2) OF LOT TWENTY-THREE (23) AND ALL OF LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25) IN BLOCK SEVEN (7) 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 10:

LOTS TWENTY-SIX (26) AND TWENTY-SEVEN (27) IN BLOCK SEVEN (7) 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 11:

LOTS FIVE (5) AND SIX (6) IN BLOCK TEN (10) 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 CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03477 OF OFFICIAL RECORDS.

MIT002990

50027-0229
Case No.: A-16

RA 008465

PARCEL 12:

LOT ELEVEN (11) IN BLOCK SEVEN (7) 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 APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

PARCEL 13:

LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK SEVEN (7) 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 APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

PARCEL 14:

LOTS FIVE (5) AND SIX (6) IN BLOCK SEVEN (7) 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 THE INTEREST IN AND TO THE NORTHWESTERLY 5.00 FEET AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED JANUARY 27, 1976 IN BOOK 590 AS DOCUMENT NO. 549027 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

PARCEL 15:

LOTS THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK SEVEN (7) 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 16:

LOTS NINE (9), TEN (10), ELEVEN (11), TWELVE (12) AND THE NORTHERLY TEN (10) FEET OF LOT THIRTEEN (13) IN BLOCK TEN (10) 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 CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03477 OF OFFICIAL RECORDS.

MIT002991

50027-0230
Case No.: A-16

RA 008466

PARCEL 17:

LOT SEVENTEEN (17) AND THE SOUTH 10 1/2 FEET OF LOT EIGHTEEN (18) IN BLOCK SEVEN (7) 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 JUNE 6, 1991 IN BOOK 910606 AS INSTRUMENT NO. 00707 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03478 OF OFFICIAL RECORDS.

PARCEL 18:

THE NORTH 14 1/2 FEET OF LOT EIGHTEEN (18) AND THE SOUTH 23 1/2 FEET OF LOT NINETEEN (19), BLOCK SEVEN (7), 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 19:

LOT THREE (3) AND FOUR (4) IN BLOCK TEN (10) 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, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03477 OF OFFICIAL RECORDS.

PARCEL 20:

LOT 10 IN BLOCK 7 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 APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

PARCEL 21:

THE EAST HALF (E 1/2) OF LOTS 15 AND 16 IN BLOCK 7 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 CONVEYED TO CITY OF LAS VEGAS IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JANUARY 23, 2014 IN BOOK 20140123 AS INSTRUMENT NO. 03478 OF OFFICIAL RECORDS.

MIT002992

50027-0231
Case No.: A-16

RA 008467

PARCEL 22:

LOTS 8 AND 9 IN BLOCK 7 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 APRIL 09, 2014 IN BOOK 20140409 AS INSTRUMENT NO. 02445 OF OFFICIAL RECORDS.

ASSESSOR'S COPY

MIT002993

50027-0232
Case No.: A-16

RA 008468

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) See attached Exhibit A
 b) 131-3A-311-008
 c) _____
 d) _____

2. Type of Property
- | | |
|--|---|
| a) <input checked="" type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Single Fam. Res |
| c) <input type="checkbox"/> Condo/Twnhse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input checked="" type="checkbox"/> Apt. Bldg. | f) <input checked="" type="checkbox"/> Comm'l/Ind'l |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> Other _____ | |

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #	_____
Book	Page: _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property: \$ 7,779,816.00
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$ 7,779,816.00
 Real Property Transfer Tax Due \$ 36,678.00

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: _____
 b. Explain reason for exemption: _____

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 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: *Eric Louitt* Capacity: Eric Louitt, Vice President
 Signature: _____ Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: <u>FC/LW Las Vegas, LLC</u>	Print Name: <u>Oakwood Plaza, LLC; 1060 Broadway, LLC; and K&J Endeavor, LLC</u>
Address: <u>50 Public Square, Suite 1360</u>	Address: <u>c/o 1620 S. Los Angeles St., Unit C</u>
City: <u>Cleveland</u>	City: <u>Los Angeles</u>
State: <u>Ohio</u> Zip: <u>44113</u>	State: <u>CA</u> Zip: <u>90015</u>

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
 Print Name: First American Title Insurance Company File Number: NCS-741517-CL6
 Address: 2500 Paseo Verde Pkwy, Suite 120
 City: Herndon State: VA Zip: 20184

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)
 Reproduced by First American Title Insurance Rev 2/2002

MIT002994

Exhibit A – List of APN's

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

MIT002995

50027-0234
Case No.: A-16

RA 008470

20050429-0003567

Fee: \$18.00 RPTT: \$32,640.00
N/C Fee: \$0.00

04/29/2005 13:54:45
T20050079098

Requestor:
NATIONAL TITLE COMPANY

Frances Deane CDO
Clark County Recorder Pgs: 5

5

Order No.: 254666-ML
APN No.: 139-34-410-056 thru 059
139-34-410-083 thru 086

R.P.T.T.:
WHEN RECORDED MAIL TO:
LEAH PROPERTY, LLC
20 W. 55th St., 12th Floor
New York, NY 10019

RETURN TAX STMTS. TO:
SAME

97

GRANT, BARGAIN & SALE DEED

THIS INDENTURE WITNESSETH: That **MICHAEL T. MONROE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND MARK SYLVAIN, AN UNMARRIED MAN**

in consideration of \$10.00, the receipt of which is hereby acknowledged, do/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 FOR LEGAL DESCRIPTION AND BY THIS REFERENCE MADE A PART HEREOF.

- SUBJECT TO:**
1. Taxes for the fiscal year.
 2. Rights of way, reservations, restrictions, easements and conditions of record.

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

Witness my/our hand(s) this 28th day of April, 2005.

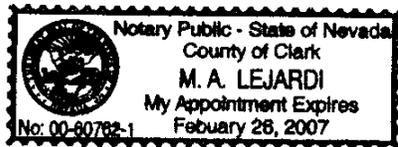
Michael T. Monroe
MICHAEL T. MONROE

Mark Sylvain
MARK SYLVAIN

MIT002996

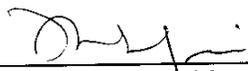
50027-0235
Case No.: A-16
RA 008471

ASSESSOR'S COPY



STATE OF NEVADA
COUNTY OF CLARK } ss

This instrument was acknowledged before me on April 28, 2005
by: MICHAEL T. MONROE AND MARK SYLVAIN



Notary Public in and for said County and State

MIT002997

50027-0236
Case No.: A-16
RA 008472

EXHIBIT 'A'

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:

MIT002998

50027-0237
Case No.: A-16

RA 008473

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

MIT002999

50027-0238
Case No.: A-16

RA 008474

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessors Parcel Number(s)

- 97 a) 139-34-410-056 AND 057
 b) 139-34-410-058 AND 059
 c) 139-34-410-083 AND 084
 d) 139-34-410-085 AND 086

2. Type of Property:

- | | |
|--|---|
| a) <input checked="" type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Single Fam. Res. |
| c) <input type="checkbox"/> Condo/Twnhse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apt. Bldg | f) <input checked="" type="checkbox"/> Comm'l/Ind'l |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| Other: _____ | |

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property	\$	<u>6400,000.00</u>
Deed in Lieu of Foreclosure Only (value of property)		<u>0</u>
Transfer Tax Value	\$	<u>6400,000.00</u>
Real Property Transfer Tax Due	\$	<u>32,640.00</u>

4. IF EXEMPTION CLAIMED:

- a. Transfer Tax Exempt per NRS 375.090 Section _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being Transferred: _____ %

The undersigned declares and acknowledges, under penalty or 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: 77 seller
 Signature: _____ Capacity: seller

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Michael T. Monroe
 Address: 701 S. POND PARK
 City: LAS VEGAS
 State: NV
 Zip: 89106
 Telephone: _____

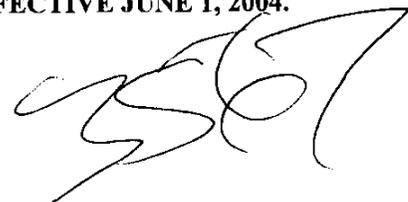
BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: WTH PROPERTY LLC
 Address: 20 W. 55TH ST. 12th Floor
 City: NEW YORK
 State: NV
 Zip: 10019
 Telephone: _____

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

Print Name: NATIONAL TITLE CO. Escrow #: 254666-ML
 Address: 714 EAST SAHARA AVE.
 City: Las Vegas State: NV Zip: 89104

AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.



MIT003000

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

MIT003001

50027-0240
Case No.: A-16

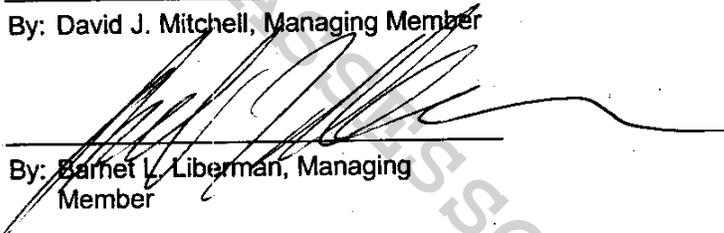
RA 008476

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, 2010

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

MIT003002

50027-0241
Case No.: A-16

RA 008477



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

COPY

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.

MIT003004

**50027-0243
Case No.: A-16**

RA 008479

**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/Twrhse
- 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: 9 DAF
- 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: [Signature] FBO Capacity: Grantor

Signature: [Signature] FBO Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(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
MIT003005

9

20061107-0003072

A.P.N. #	139-34-410-056
Escrow No.	259175ML
R.P.P.T.	
Recording Requested By:	
National Title Co., 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

MIT003006

50027-0245
 Case No.: A-16
 RA 008481

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

MIT003007

50027-0246
Case No.: A-16

RA 008482

A.P.N. #	139-34-410-054
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: 11/3/04

THIS DEED IS SIGNED IN COUNTERPART

MIT003008

50027-0247
Case No.: A-16

RA 008483

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

MIT003009

50027-0248
Case No.: A-16

RA 008484

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:

MIT003010

50027-0249
Case No.: A-16

RA 008485

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

MIT003011

50027-0250
Case No.: A-16

RA 008486

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s) 2
- a) 139-34-410-056
- 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.	<u>OK</u>
Book	Page <u>1</u>
Date of Recording:	<u>09.09.2015</u>
Notes:	<u>No documentation</u>

2. Type of Property
- | | |
|--|---|
| a) <input checked="" type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Single Family Residence |
| c) <input type="checkbox"/> Condo/Twnhse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apartment Bldg. | f) <input type="checkbox"/> Commercial/Industrial |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> 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
- b. Explain Reason for Exemption: Transfer to a Business Entity Which Grantor owns 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
MIT003012

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

4-1

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: [Signature]
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: [Signature]
Notary Public

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

MIT003013

50027-0252
Case No.: A-16
RA 008488

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:

MIT003014

50027-0253
Case No.: A-16

RA 008489

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

MIT003015

50027-0254
Case No.: A-16

RA 008490

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s) 1
- 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.	<u>Op. 000000</u>
Book	Page <u>001</u>
Date of Recording:	<u>Op. 000000</u>
Notes:	<u>Does not qualify for R-100</u>

M

2. Type of Property
- | | |
|--|---|
| a) <input checked="" type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Single Family Residence |
| c) <input type="checkbox"/> Condo/Twnhse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apartment Bldg. | f) <input type="checkbox"/> Commercial/Industrial |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> 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: [Signature] Capacity: Grantor

Signature: [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

3071
MIT003016

EXHIBIT "A"

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

PARCEL I:

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 II:

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 III:

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 VI:

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.

MIT003019

50027-0258
Case No.: A-16

RA 008494

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
- a) 139-34-410-083, 084, 085, 086
 - b) _____
 - c) 22
 - d) _____

FOR RECORDER'S OPTIONAL USE ONLY	
Document/Instrument No.	_____
Book _____	Page _____
Date of Recording:	_____
Notes:	_____

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 \$4,200,000.00

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

Transfer Tax Value \$4,200,000.00

Real Property Transfer Tax Due: 21,420.00

4. If Exemption Claimed: 21,425.10

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 - b. Explain Reason for Exemption: _____
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

LEAH PROPERTY LLC., A DELAWARE LIMITED LIABILITY COMPANY

Signature: _____ Capacity: Grantee

SOLTERRA NEVADA (3RD STREET), LLC

<u>SELLER (GRANTOR) INFORMATION</u>	<u>BUYER (GRANTEE) INFORMATION</u>
Print Name: <u>Leah Property LLC</u>	Print Name: <u>Solterra Nevada</u>
Address: <u>41 E. 60th Street</u>	Address: <u>460 Fraser View Place</u>
City/State/Zip: <u>New York, NY 10022</u>	City/State/Zip: <u>Delta, BC</u>

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

Company Name: National Title Co Escrow No 270119ML

Address: 714 East Sahara

City Las Vegas State: NV Zip 89104

Inst #: 20141231-0002056
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$5100.00 Ex: #
12/31/2014 11:24:37 AM
Receipt #: 2268274
Requestor:
CHICAGO TITLE OF NEVADA - D
Recorded By: CYV Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 139-34-410-056, 139-34-410-057
139-34-410-058 & 139-34-410-059
Affix R.P.T.T. \$5,100.00

**WHEN RECORDED MAIL TO and MAIL
TAX STATEMENT TO:**

Casino Coolidge, LLC
c/o Glenda Shaw
720 E. Charleston Ave, Suite 145
Las Vegas, NV 89104

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That **Leah Property, LLC**, with an address of 801 Madison Avenue, 4th Floor, New York, NY 10065 in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to **Casino Coolidge, LLC** with an address of c/o Glenda Shaw, 720 E. Charleston Ave, Suite 145, Las Vegas, NV 89104

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: 1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

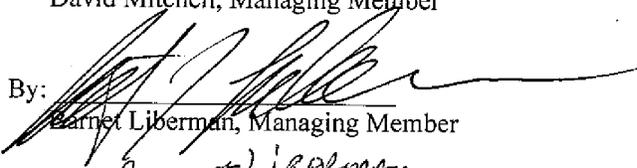
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 17th day of December, 2014.

Leah Property, LLC

By: Las Vegas Land Partners, LLC
its Sole Member

By: 
David Mitchell, Managing Member

By: 
Barnett Liberman, Managing Member

BARNETT LIBERMAN

MIT003021

50027-0260
Case No.: A-16

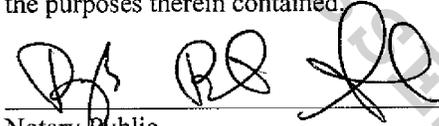
RA 008496

STATE OF New York)
) ss.
COUNTY OF NY)

On this 17th day of December, 2014
appeared before me, a Notary Public,

David Mitchell personally known or
proven to me to be the person(s) whose
name(s) is are subscribed to the above
instrument, who acknowledged that
he/she/they executed the instrument for
the purposes therein contained.

DOUGLAS BENTON ARNAUDIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AR6256222
Qualified in New York County
My Commission Expires February 21, 2016



Notary Public

My commission expires: 02/21/16

STATE OF NY)
) ss.
COUNTY OF NY)

On this 20 day of December 2014
appeared before me, a Notary Public,

Barnet Liberman personally known or
proven to me to be the person(s) whose
name(s) is are subscribed to the above
instrument, who acknowledged that
he/she/they executed the instrument for
the purposes therein contained.



Notary Public
My commission expires: 08/30/16

SHELLEY KATSALE
Notary Public, State of New York
No. 01KA6115083
Qualified in Nassau County
Commission Expires August 30, 2016

MIT003022

50027-0261
Case No.: A-16
RA 008497

EXHIBIT "A"

Legal Description

Situated 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.

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

- a) 139-34-410-056
- b) 139-34-410-057
- c) 139-34-410-058
- d) 139-34-410-059

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property: \$[1,000,000.00]
Deed in Lieu of Foreclosure Only (value of property): ([____])
Transfer Tax Value: \$[1,000,000.00]
Real Property Transfer Tax Due: \$[5,100.00]

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: [____]
- b. Explain Reason for Exemption: [____]

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 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: GRANTOR
Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: LEAH PROPERTY LLC
Address: 815 5TH AVE 5A
City: NEW YORK
State: NY Zip: 10017

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: CASINO COOLIDGE LLC
Address: 1200 34TH STREET ST 206
City: LAS VEGAS
State: NV Zip: 89109

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

Print Name: Chicago Title
Address: P.O. Box 400247
City/State/Zip: Las Vegas, NV 89140-0247

Escrow # 74013113 14614

AS A PUBLIC RECORD THIS FROM MAY BE RECORDED/MICROFILED

MIT003024

50027-0263
Case No.: A-16

RA 008499

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

- a) 139-34-410-056
- b) 139-34-410-057
- c) 139-34-410-058
- d) 139-34-410-059

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY	
Documentation/Instrument #:	_____
Book:	_____ Page: _____
Date of Recording:	_____
Notes:	_____

- 3. Total Value/Sales Price of Property: **\$[1,000,000.00]**
- Deed in Lieu of Foreclosure Only (value of property): ([])
- Transfer Tax Value: **\$[1,000,000.00]**
- Real Property Transfer Tax Due: **\$[5,100.00]**

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section: []
- b. Explain Reason for Exemption: []

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 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 _____
Capacity GRANTED

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)
Print Name: LEAH PROPERTY LLC
Address: 815 5th Ave # 5A
City: New York
State: N.Y. Zip: 10017

(REQUIRED)
Print Name: CASINO COLLEGE, LLC
Address: 1200 S 4th Street, Suite 206
City: Las Vegas
State: Nevada Zip: 89104

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

Print Name: Chicago Title
Address: P.O. Box 400247
City/State/Zip: Las Vegas, NV 89140-0247

Escrow # 1401 3113 / 4614

AS A PUBLIC RECORD THIS FROM MAY BE RECORDED/MICROFILED

MIT003025

50027-0264
Case No.: A-16

RA 008500

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

4-1

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

MIT003026

50027-0265
Case No.: A-16

RA 008501

Aquarius limited liability company, a Nevada
Limited Liability Company

Paul Larsh Kellogg, III

By: Paul Larsh Kellogg, III, Manager

By: LJR, Incorporated, a Nevada
Corporation

Michael R. Mushkin

By: Michael R. Mushkin, President

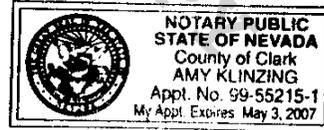
STATE OF **NEVADA**)
 : **ss.**
COUNTY OF **CLARK**)

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,

Amy Klinzing

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**.

MIT003027

50027-0266
Case No.: A-16

RA 008502

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

MIT003028

50027-0267
Case No.: A-16

RA 008503

**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]
 Signature: [Signature]
SELLER (GRANTOR) INFORMATION
(REQUIRED)

Capacity: seller/grantor
 Capacity: buyer/grantee
BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Aquarius limited liability company
 Address: 330 E. Charleston Blvd.
 City: Las Vegas
 State: NV Zip: 89104

Print Name: Aquarius Owner, LLC
 Address: 20 West 55th Street, 12th
 City: New York
 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)

[Signature]
 MIT003029

7-2

20061102-0003122

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 Pas: 7

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

Escrow #NCS-255870U-HHLV (ak)

Grant, Bargain and Sale Deed

(Title on Document)

RE-RECORDED

**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.

MIT003030

50027-0269
Case No.: A-16

RA 008505

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

5-1

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

MIT003031

50027-0270
Case No.: A-16

RA 008506

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 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

MIT003033

50027-0272
Case No.: A-16

RA 008508

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

MIT003034

**50027-0273
Case No.: A-16**

RA 008509

**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: <u>DAF</u>	

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
 Signature: [Signature] FBO

Capacity: Grantor
 Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Aquarius Owners, LLC
 Address: 41 E. 60th Street, 6th Floor
 City: New York
 State: NY Zip: 10022

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
 Address: 3960 Howard Hughes Parkway, S-380
 City: Las Vegas

File Number: NCS-255870U-HHLV ak/ak
 State: NV Zip: 89169

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

3122 4114

MIT003035

**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
 Signature: [Signature] FBO

Capacity: Grantor
 Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Aquarius Owner, LLC
 Address: 41 E. 60th Street, 6th Floor
 City: New York
 State: NY Zip: 10022

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

MIT003036

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

MIT003037

50027-0276
Case No.: A-16

RA 008512

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.

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

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

MIT003038

50027-0277
Case No.: A-16
RA 008513



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 ~~Clerk-~~ *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, 20*12*

*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

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

MIT003040

50027-0279
Case No.: A-16

RA 008515

**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: <u>DAF</u>	

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
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: LiveWork Manager, LLC
 Address: 41 E. 60th Street, 6th Floor
 City: New York
 State: NY Zip: 10022

Print Name: Livework, 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/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
MIT003041

20070502-0004490

Fee: \$17.00 RPTT: \$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

5-1

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

MIT003042

50027-0281
Case No.: A-16

RA 008517

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

MIT003043

50027-0282
Case No.: A-16

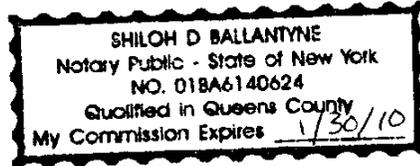
RA 008518

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**.

MIT003044

50027-0283
Case No.: A-16

RA 008519

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

MIT003045

50027-0284
Case No.: A-16

RA 008520

**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:	<u>MA</u>

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: Seller
 Signature: Buyer Capacity: Buyer

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)

4490

MIT003046

**50027-0285
Case No.: A-16**

RA 008521

Inst #: 201202170001874

Fees: \$22.00 N/C Fee: \$0.00

RPTT: \$169167.00 Ex: #

02/17/2012 11:16:14 AM

Receipt #: 1070223

Requestor:

FIRST AMERICAN TITLE HOWARD

Recorded By: KGP Pgs: 7

DEBBIE CONWAY

CLARK COUNTY RECORDER

Affix R.P.T.T.: \$ 169,167.00

WHEN RECORDED RETURN TO:

GREENBERG TRAUIG, LLP

Attention: Gregg R. Vermeys, Esq.

3773 Howard Hughes Parkway, Suite 400 North

Las Vegas, Nevada 89169

MAIL TAX STATEMENTS TO:

FOREST CITY ENTERPRISES, INC.

Attention: Director of Tax

Terminal Tower, Suite 1410

50 Public Square

Cleveland, Ohio 44113

APNs: 139-34-110-005

139-34-110-011

(Space above line for Recorder's use only)

523174563

GRANT, BARGAIN AND SALE DEED

CITY PARKWAY IV A, INC., a Nevada non-profit corporation, as "GRANTOR," does hereby Grant, Bargain, Sell and Convey to PQ LAS VEGAS, LLC, a Delaware limited liability company, as "GRANTEE" the real property located in 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 taxes for the current fiscal tax year not yet due and payable.
2. All matters of record.

{Signature Page Follows}

LV 418,978,198v2 12-9-09

MIT003047

50027-0286

Case No.: A-16

RA 008522

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

Dated as of December 17, 2009.

"GRANTOR"

CITY PARKWAY IV A, INC.,
a Nevada non-profit corporation

By: Elizabeth N. Fretwell
Name: Elizabeth N. Fretwell
Title: President
Elizabeth N Fretwell

Attest:



Scott D. Adams, Secretary

APPROVED AS TO FORM:

M. Niachos ESQ
12-9-09 Date
M. Niachos

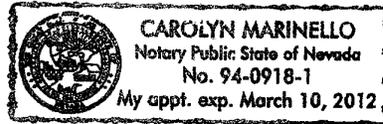
ASSESSOR'S COPY

STATE OF NEVADA
COUNTY OF CLARK

} ss.

This instrument was acknowledged before me on December 10, 2009 by
Elizabeth N. Fretwell, as President of CITY PARKWAY IV A, INC.,
a Nevada non-profit corporation.

Carolyn Marinello
NOTARY PUBLIC Carolyn Marinello



#94-0918-1
Exp. 3-10-12

EXHIBIT A
Legal Description of Land

ASSESSOR'S COPY

LV 418,978,198v1 12-9-09

MIT003050

50027-0289
Case No.: A-16

RA 008525

PARCEL P-Q LEGAL DESCRIPTION

PARCEL NO. 1:

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 53 OF PLATS, AT PAGE 61, LYING WITHIN THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY, NORTHEAST CORNER OF SAID LOT 5, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAIL ROAD; THENCE SOUTH 27°55'16" WEST, ALONG THE EAST LINE OF SAID LOT 5, COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAIL ROAD, 741.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1510.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 31°53'35" WEST; THENCE SOUTHWESTERLY 157.61 FEET, DEPARTING SAID EAST LINE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°58'50"; THENCE NORTH 62°07'30" WEST, 191.52 FEET; THENCE NORTH 27°53'43" EAST, 123.38 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 703.00 FEET; THENCE NORTHERLY, 463.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°46'43"; THENCE NORTH 09°53'00" WEST, 89.69 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 12.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°10'18" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY; THENCE NORTH 74°18'09" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 222.76 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 350.00 FEET; THENCE EASTERLY, 266.51 FEET ALONG SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 43°37'41"; THENCE SOUTH 27°55'50" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 5.00 FEET; THENCE SOUTH 62°04'10" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 68.79 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF. NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED MAY 01, 2008 IN BOOK 20080501 OF OFFICIAL RECORDS AS INSTRUMENT NO. 02091, CLARK COUNTY, NEVADA. EXCEPTING THEREFROM THOSE PORTIONS CONVEYED BY DOCUMENTS RECORDED APRIL 23, 2009 IN BOOK 20090423 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 03874

MIT003051

**50027-0290
Case No.: A-16**

RA 008526

PARCEL NO. 2:

BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO "OFFICE DISTRICT PARKING I, INC." PER DOCUMENT: 20080501 INSTRUMENT: 02090, ALSO BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO "OFFICE DISTRICT PARKING I, INC." PER DOCUMENT: 20080501 INSTRUMENT: 02090, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING MARKED BY A 5/8 INCH REBAR AND ALUMINUM CAP STAMPED "PLS 5094"; THENCE SOUTH 27°55'16" WEST ALONG SAID RAILROAD RIGHT-OF-WAY, 140.08 FEET ; THENCE NORTH 62°07'30" WEST, DEPARTING SAID RAILROAD RIGHT-OF-WAY, 72.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1510.00 FEET, A RADIAL LINE TO THIS POINT BEARS NORTH 37°52'25" WEST, SAME POINT BEING THE MOST SOUTHERLY CORNER OF PARCEL "P/Q" AS CONVEYED BY DOCUMENT: 20080501, INSTRUMENT: 02091; THENCE NORTHEASTERLY, ALONG THE BOUNDARY LINE OF SAID PARCEL "P/Q" AND ALONG SAID CURVE 157.61 FEET THROUGH A CENTRAL ANGLE OF 05°58'50" TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION WAS PREPARED BY ALAN R. REKKI LAND SURVEYOR, PLS, NEVADA LICENSE NO. 12469

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED BY DOCUMENTS RECORDED APRIL 23, 2009 IN BOOK 20090423 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 03874

MIT003052

**50027-0291
Case No.: A-16**

RA 008527

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 139-34-110-005
 b) 139-34-110-011
 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 ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a) Total Value/Sales Price of Property: \$ 33,170,000
 b) Deed in Lieu of Foreclosure Only (value of property) (\$ N/A)
 c) Transfer Tax Value: \$ 33,170,000
 d) Real Property Transfer Tax Due \$ 169,167.00

4. **If Exemption Claimed:**

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

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 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: Elizabeth H. Fretwell Capacity: Grantor
 Signature: Elizabeth H. Fretwell Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: CITY PARKWAY IV A, INC.

Print Name: PQ LAS VEGAS, LLC

Address: 400 Stewart Avenue, 2nd Floor

Address: Terminal Tower, Ste. 1410, 50 Public Sq.

City: Las Vegas ML 2-5-12

City: Cleveland

State: Nevada N. N. Archos 89101 Date

State: Ohio Zip: 44113

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

Print Name: First American Title File Number: 523174 565

Address: 2440 Paseo Verde Pkwy, S100 3860526

City: Henderson NV State: NV Zip: 89074

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

MIT003053

**50027-0292
Case No.: A-16**

RA 008528

This map is for assessment use only and does NOT represent a survey.
 No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.
 This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

ASSESSOR'S PARCELS - CLARK CO., NV.
 Michele W. Shafe - Assessor

BOOK T20S R61E SEC. 34 MAP N 2 NW 4 139-34-1

CLARK COUNTY
 ASSESSOR
 MAPPING DIVISION
 NEVADA

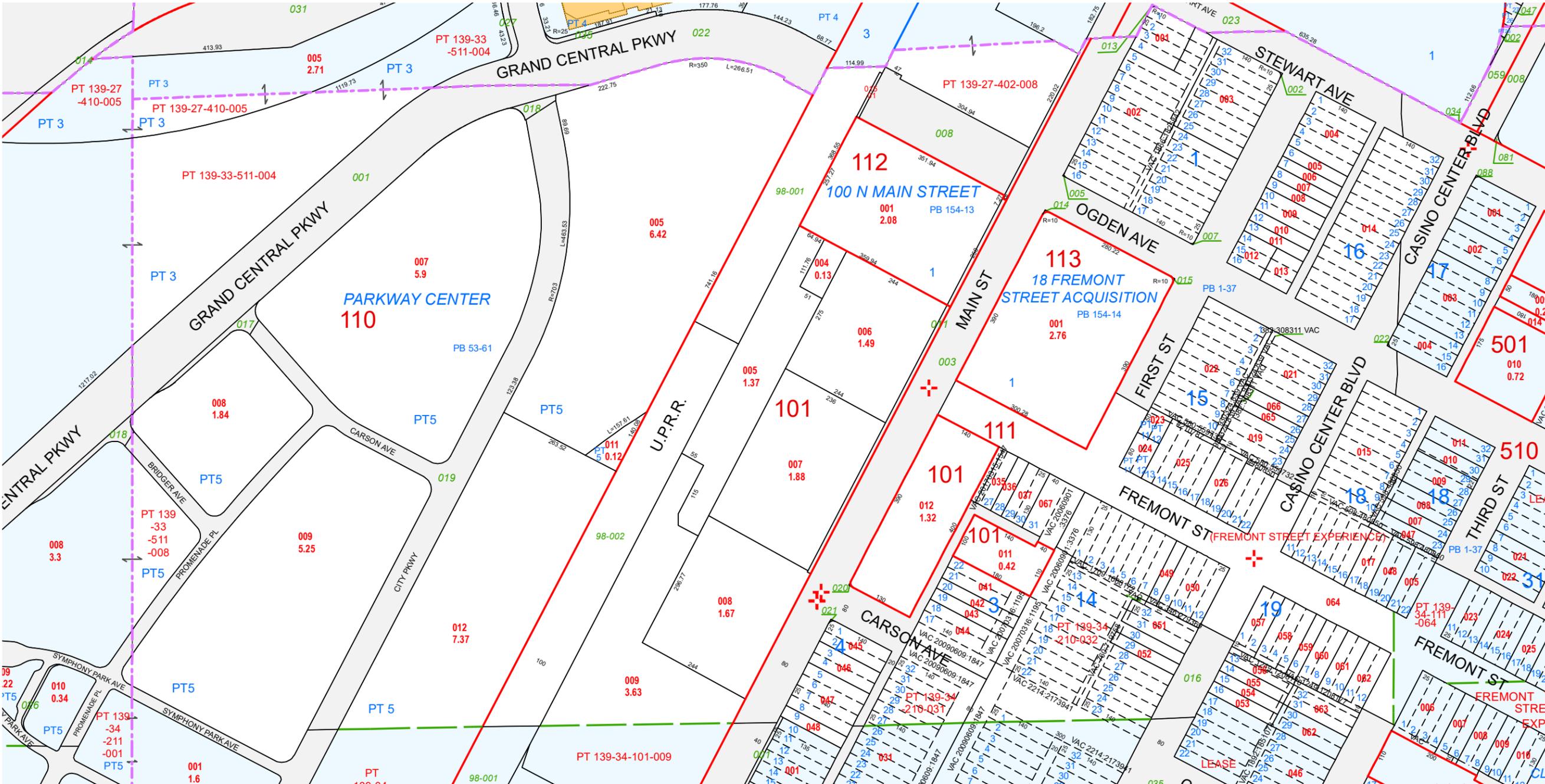
PARCEL BOUNDARY CONDOMINIUM UNIT 001 ROAD PARCEL NUMBER
 SUB BOUNDARY AIR SPACE PCL 001 PARCEL NUMBER
 PM/LD BOUNDARY RIGHT OF WAY PCL 1.00 ACREAGE
 ROAD EASEMENT SUB-SURFACE PCL 202 PARCEL SUB/SEQ NUMBER
 MATCH / LEADER LINE HISTORIC LOT LINE PB 24-45 PLAT RECORDING NUMBER
 HISTORIC SUB BOUNDARY 5 BLOCK NUMBER
 HISTORIC PM/LD BOUNDARY 5 LOT NUMBER
 SECTION LINE GL5 GOV. LOT NUMBER

125	124	123
138	139	140
163	162	161
176	177	178

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

Scale: 1" = 200' Rev: 4/2/2018



TAX DIST 203
 MIT003054

David J. Mitchell
745 Fifth Ave.
New York, NY 10151

October 25, 2018

Sent via U.S. Mail and Facsimile

National Title Co.
7251 W. Lake Mead Blvd., Ste 350
Las Vegas, NV 89128
Fax: 702-873-2223

To Whom it May Concern:

I, David J. Mitchell, as an authorized representative for various entities involved in the transactions listed hereafter, hereby authorize my attorneys, the Law Office of Hayes & Welsh, to obtain copies of all closing statements, settlement statements, purchase agreements and appraisals for each of the following transactions:

Date	Seller	Buyer	File/Escrow #	APNs - Current
4/29/05	Monroe and Sylvain	Leah Property LLC	254666-ML	139-34-410-056 - 059 and 139-34-410-083 - 086
11/7/06	LiveWork LLC	LiveWork Manager	259175-ML	139-34-410-056 thru 059 and 139-34-410-083 thru 086
11/7/06	LiveWork Manager	Leah Property LLC	259175-ML	139-34-410-056 thru 059 and 139-34-410-083 thru 086
12/11/06	Leah Property, LLC	Solterra Nevada (3rd St) LLC	270119-ML	139-34-410-083 thru 086
11/8/04	Aardvark	LV Bonneville Partn.	251282-ML	139-34-301-008
11/8/04	Ebarb	LV Bonneville Partn.	251280-ML	139-34-301-008
11/8/04	Ebarb	LV Bonneville Partn.	251281-ML	139-34-301-008
10/28/04	Lakes Residency	Gaviayana Co.	250879-ML	139-34-301-008 and (139-34-311-028?)
5/17/06	Beesley	LiveWork, LLC	260228-ML	139-34-311-027
8/25/04	Kaufman	Gaviayana Co.	249575-ML	139-34-311-030 and 031
4/22/05	Young and Wheeler	LiveWork, LLC	253979-ML	139-34-311-023 and 024
11/16/04	Monroe and Sylvain	Ava Property, LLC	252114-ML	139-34-302-009

MIT003055

50027-0294
Case No.: A-16

RA 008530

1/20/05	Gragson	Aaron Property, LLC	253950-ML	139-34-311-026
9/14/05	Coleman	LiveWork, LLC	259381-ML	139-34-311-003
9/14/05	Glennen	LiveWork, LLC	259885-ML	139-34-311-049
9/26/05	Tower Ent.	LiveWork, LLC	259590-ML	139-34-210-014 and 015 and 018
4/29/05	Marchesini and Penn.	LiveWork, LLC	252657-ML	139-34-311-010 and 014 and 015
2/1/06	Blalock	LiveWork, LLC	255544-ML	139-34-311-017 and 018

Please provide copies of the requested documents to my attorneys at the Law Office of Hayes & Welsh at 199 N. Arroyo Grande Blvd., Suite 200, Henderson, NV 89074, within 14 days of the date on this correspondence. If you have any questions you can contact Larson Welsh, Esq. directly at 702-960-4056 or at Lwelsh@lvlaw.com.

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



David J. Mitchell

Date: 10/26/18

MIT003056

50027-0295
Case No.: A-16

RA 008531

From: [Larson Welsh](#)
To: [Garry Hayes](#); [Megan McHenry](#)
Subject: FW: David J. Mitchell
Date: Monday, October 29, 2018 1:54:27 PM
Attachments: [David J Mitchell.pdf](#)

Sincerely,

Larson A. Welsh

From: Norma Spaeth <Norma.Spaeth@stewart.com>
Date: Monday, October 29, 2018 at 1:46 PM
To: Larson Welsh <lwelsh@lvlaw.com>
Subject: David J. Mitchell

Mr. Welsh;

I just received the attached request for copies of the listed files. Unfortunately we only keep physical files for a period of 7 years. Therefore, all of the requested files have been destroyed.

Norma J. Spaeth

Executive Vice President Operations
Stewart Title
7251 W. Lake Mead, Suite 350
Las Vegas, NV 89128
Phone: 702-873-7020
Fax: 702-639-4614

stewart title

Real partners. Real possibilities.™



stewart title requests you **CALL TO VERIFY** -
even if an email seems legitimate

ANY WRITTEN OR VERBAL PLEDGE OF TITLE INSURANCE ASSUMES NO LIABILITY UNTIL RECEIPT OF PREMIUM PAYMENT.

MIT003057

50027-0296
Case No.: A-16
RA 008532

Internet e-mail confidentiality notice: This email message is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Note the information contained within or attached to this email is considered to be Stewart Title - Confidential Information

MIT003058

50027-0297
Case No.: A-16

RA 008533

Inst #: 20170607-0000262

Fees: \$20.00 N/C Fee: \$25.00

RPTT: \$16830.00 Ex: #

06/07/2017 08:03:26 AM

Receipt #: 3104108

Requestor:

CHICAGO TITLE OF NEVADA - D

Recorded By: RYUD Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

Dickinson Wright PLLC
100 West Liberty Street, Suite 940
Reno, NV 89501
Attn: Benjamin W. Kennedy, Esq.

MAIL TAX STATEMENTS TO:

PQ Holdings LLC
8363 W. Sunset Rd., Suite 200
Las Vegas, NV 89113

APNs: 139-34-110-005 and 139-34-110-011

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

PQ LAS VEGAS, LLC, a Delaware limited liability company, as "Grantor," does hereby Grant, Bargain, Sell and Convey to PQ HOLDINGS LLC, a Nevada limited liability company, 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. Covenants, conditions, restrictions, reservations, rights of way and easements of record.

{Signature Page Follows}

MIT003059

**50027-0298
Case No.: A-16**

RA 008534

EXHIBIT A

Legal Description of Land

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (APN: 139-34-110-005)

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 53 OF PLATS, AT PAGE 61, LYING WITHIN THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY, NORTHEAST CORNER OF SAID LOT 5, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 27°55'16" WEST, ALONG THE EAST LINE OF SAID LOT 5, COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, 741.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1510.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 31°53'35" WEST; THENCE SOUTHWESTERLY 157.61 FEET, DEPARTING SAID EAST LINE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°58'50"; THENCE NORTH 62°07'30" WEST, 191.52 FEET; THENCE NORTH 27°53'43" EAST, 123.38 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 703.00 FEET; THENCE NORTHERLY, 463.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°46'43"; THENCE NORTH 09°53'00" WEST, 89.69 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 12.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°10'18" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY; THENCE NORTH 74°18'09" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 222.76 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 350.00 FEET; THENCE EASTERLY, 266.51 FEET ALONG SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 43°37'41"; THENCE SOUTH 27°55'50" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 5.00 FEET; THENCE SOUTH 62°04'10" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 68.79 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 17, 2012 IN BOOK 20120217 OF OFFICIAL RECORDS AS INSTRUMENT NO. 01874, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED BY DOCUMENTS RECORDED APRIL 23, 2009 IN BOOK 20090423 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 03874, OF OFFICIAL RECORDS.

PARCEL NO. 2: (APN: 139-34-110-011)

BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO "OFFICE DISTRICT PARKING I, INC." PER DOCUMENT: 20080501 INSTRUMENT: 02090, ALSO BEING A PORTION OF LOT 5 OF

MIT003061

**50027-0300
Case No.: A-16**

RA 008536

THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO "OFFICE DISTRICT PARKING I, INC." PER DOCUMENT: 20080501 INSTRUMENT: 02090, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING MARKED BY A 5/8 INCH REBAR AND ALUMINUM CAP STAMPED "PLS 5094"; THENCE SOUTH 27°55'16" WEST ALONG SAID RAILROAD RIGHT-OF-WAY, 140.08 FEET ; THENCE NORTH 62°07'30" WEST, DEPARTING SAID RAILROAD RIGHT-OF-WAY, 72.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1510.00 FEET, A RADIAL LINE TO THIS POINT BEARS NORTH 37°52'25" WEST, SAME POINT BEING THE MOST SOUTHERLY CORNER OF PARCEL "P/Q" AS CONVEYED BY DOCUMENT: 20080501, INSTRUMENT: 02091; THENCE NORTHEASTERLY, ALONG THE BOUNDARY LINE OF SAID PARCEL "P/Q" AND ALONG SAID CURVE 157.61 FEET THROUGH A CENTRAL ANGLE OF 05°58'50" TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 17, 2012 IN BOOK 20120217 OF OFFICIAL RECORDS AS INSTRUMENT NO. 01874, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED BY DOCUMENTS RECORDED APRIL 23, 2009 IN BOOK 20090423 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS INSTRUMENT NO. 03874

APN: 139-34-110-005, 139-34-011

Legal description document:

20090423-03874

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

- a) 139-34-110-005
- b) 139-34-110-011
- 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'/Ind'l
- g) Agricultural
- h) Mobile Home
- Other _____

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3. a. Total Value/Sales Price of Property: \$3,300,000.00
- b. Deed in Lieu of Foreclosure Only (value of property):
- c. Transfer Tax Value: \$ 3,300,000.00
- d. Real Property Transfer Tax Due: \$ 16,830.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section: []
- b. Explain Reason for Exemption: []

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 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
Christopher L. Clayton

Treasurer [Grantor]

Signature

Capacity [Grantee] Authorized Representative

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: PQ Las Vegas, LLC
Address: 50 Public Square, Suite 1360
City: Cleveland
State: Ohio Zip: 44113

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: PQ HOLDINGS LLC
Address: 8363 W. Sunset Rd., Suite 200
City: Las Vegas
State: Nevada Zip: 89113

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

Print Name: FNTG/NCS
Address: 8363 W Sunset Rd #100
City/State/Zip: Las Vegas, NV 89113

Escrow #: 16018037/16180375

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

- a) 139-34-110-005
- b) 139-34-110-011
- 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'/Ind'l
- g) Agricultural
- h) Mobile Home
- Other _____

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3. a. Total Value/Sales Price of Property: \$3,300,000.00
- b. Deed in Lieu of Foreclosure Only (value of property):
- c. Transfer Tax Value: \$ 3,300,000.00
- d. Real Property Transfer Tax Due: \$ 16,830.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section: []
- b. Explain Reason for Exemption: []

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 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 _____
Christopher L. Clayton

Treasurer [Grantor] _____

Signature _____

Capacity [Grantee] _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: PQ Las Vegas, LLC
Address: 50 Public Square, Suite 1360
City: Cleveland
State: Ohio Zip: 44113

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: PQ Holdings LLC
Address: 8363 W Sunset Rd #200
City: LV
State: NV Zip: 89113

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

Print Name: FNTG / NCS
Address: 8363 W Sunset Rd #100
City/State/Zip: Las Vegas, NV 89113

Escrow #: 16018037/1618037B

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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

MIT003065

50027-0304

Case No.: A-16

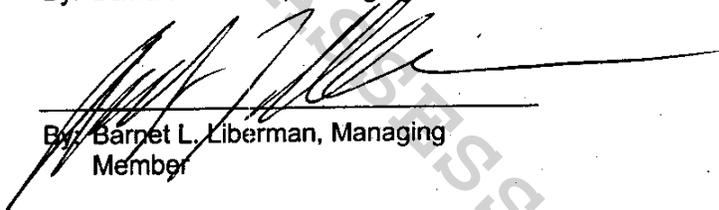
RA 008540

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

MIT003066

50027-0305
Case No.: A-16

RA 008541

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, Sole Member of Leah Property, LLC, a Delaware limited liability company.**

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

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

ASSessor's COPY

MIT003067

50027-0306
Case No.: A-16

RA 008542

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.

MIT003068

**50027-0307
Case No.: A-16**

RA 008543

**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: [Signature] FBO

Capacity: Grantor

Signature: [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

MIT003069

**50027-0308
Case No.: A-16**

RA 008544

①

20051102-0005228

Fee: \$20.00 RPTT: EX#003
N/C Fee: \$0.00

11/02/2005 15:14:08
T20050200604

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane DGI
Clark County Recorder Pgs: 7

APN# 139-34-311-001, 139-34-311-002 &
139-34-311-007

Return To and Mail Tax Statements To:

Adrian Property, LLC
c/o: Mitchell Holdings
20 West 55th Street, 12th floor
New York, NY 10019

9

GRANT, BARGAIN, SALE DEED

(Title on Document)

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.

THIS GRANT, BARGAIN, SALE DEED IS BEING RE-
RECORDED TO CORRECT APN, CORRECT GRANTOR AND
ADD LEGAL DESCRIPTION. ORIGINAL RECORDING:
10/04/05 IN BOOK 20051004 DOC. 0005361.

MIT003070

50027-0309
Case No.: A-16

RA 008545

20051004-0005361

A.P.N.: 139-34-311-001 and 139-34-311-002 and
139-34-311-007
File No: NCS-166230-WCLV (tl)
R.P.T.T.: \$9,554.85

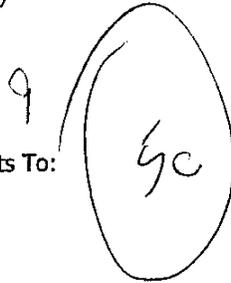
Fee: \$18.00 RPTT: \$9,554.85
N/C Fee: \$0.00

10/04/2005 15:34:42
T20050181698

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane HXP
Clark County Recorder Pgs: 5

When Recorded Mail To: Mail Tax Statements To:
~~LiveWork/LLC/~~
Adrian Property, LLC
c/o: Mitchell Holdings
20 West 55th Street, 12th floor
New York, New York 10019



GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
James Shoughro, successor trustee of the HARRY & GERALDINE
~~H/ & G/ Properties, Co., a Partnership as to Parcel 1;~~
GORDON REVOCABLE FAMILY TRUST, as to Parcel 1;
James Shoughro, ~~Successor~~ Trustee for Harry Gordon and Geraldine Gordon Trust as to
Parcel 2;

David L Mason, Trustee of the David L. Mason Living Trust 1989 as to an undivided 10%
interest, James M. Shoughro and Trudi L. Shoughro, Trustees of the Shoughro Family
Revocable Trust dated January 18, 1979 as to an undivided 45% interest, and Kenneth
James Mc Crobie and Candy Sue Mc Crobie Trustees of the Mc Crobie Family Trust dated
May 20, 1993 as to an undivided 45% interest as to Parcel 3

do(es) hereby GRANT, BARGAIN and SELL to

~~LiveWork/LLC~~ ADRIAN PROPERTY, LLC, a Delaware limited liability
company

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

See Attached Exhibit 'A'

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.

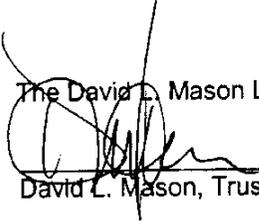
TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

MIT003071

50027-0310
Case No.: A-16

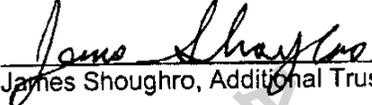
RA 008546

Date: 07/07/2005


The David L. Mason Living Trust 1989

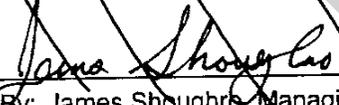
David L. Mason, Trustee

The Harry Gordon and Geraldine Gordon
Trust and the HARRY & GERALDINE GORDON REVOCABLE FAMILY TRUST



James Shoughro, Additional Trustee & successor Trustee

H& GG Properties Co., a Nevada Limited
Partnership

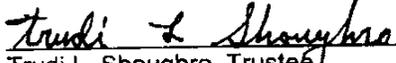


By: James Shoughro, Managing Partner

The Shoughro Family Revocable Trust dated
January 18, 1979

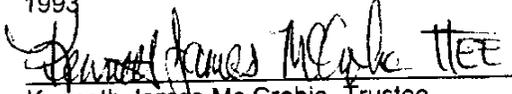


James M. Shoughro, Trustee

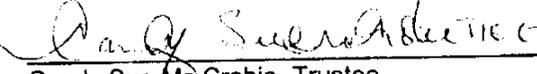


Trudi L. Shoughro, Trustee

The Mc Crobie Family Trust dated May 20,
1993



Kenneth James Mc Crobie, Trustee



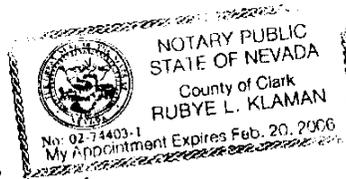
Candy Sue Mc Crobie, Trustee

MIT003072

50027-0311
Case No.: A-16

RA 008547

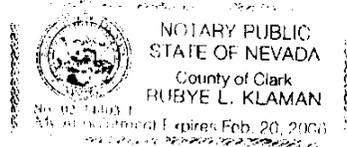
STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)



This instrument was acknowledged before me on 9/26/05 by
James Shoughro, Managing Partner for H & GG Properties Co., a Partnership.

Rubye L. Klamon
Notary Public
(My commission expires: 2/20/06)

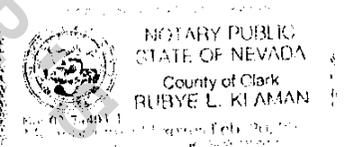
STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)



This instrument was acknowledged before me on 9/26/05 by
James Shoughro, Additional Trustee for the Harry Gordon and Geraldine Gordon Trust. and Successor Trustee of the HARRY & GERALDINE GORDON REVOCABLE FAMILY TRUST

Rubye L. Klamon
Notary Public
(My commission expires: 2/20/06)

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)



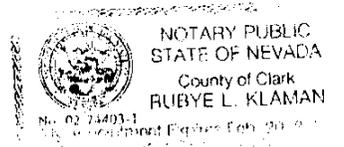
This instrument was acknowledged before me on 9/26/05 by
David L Mason, Trustee of the David L. Mason Living Trust 1989.

Rubye L. Klamon
Notary Public
(My commission expires: 2/20/06)

MIT003073

50027-0312
Case No.: A-16
RA 008548

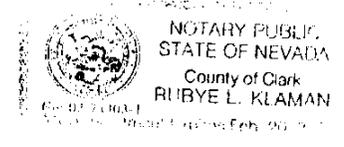
STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)



This instrument was acknowledged before me on 9/26/05 by
**James M. Shoughro and Trudi L. Shoughro, Trustees of the Shoughro Family
Revocable Trust dated January 18, 1979.**

Ruby L. Klamon
Notary Public
(My commission expires: 2/20/06)

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)



This instrument was acknowledged before me on 9/26/05 by
**Kenneth James Mc Crobie and Candy Sue Mc Crobie, Trustees of the Mc Crobie Family
Trust dated May 20, 1993.**

Ruby L. Klamon
Notary Public
(My commission expires: 2/20/06)

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **July
07, 2005** under Escrow No. **NCS-166230-WCLV**.

SEP 27 11:28

MIT003074

50027-0313
Case No.: A-16

RA 008549

Exhibit "A "

Parcel 1:

Lots 8 and 9 in Block 7 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 2:

Lot 10 in Block 7 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 3:

The East Half (E 1/2) of Lots 15 and 16 in Block 7 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.

ASSESSOR'S COPY

MIT003075

50027-0314
Case No.: A-16

RA 008550

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s) 9
- a) 139-34-311-001
- b) 139-34-311-002
- c) 139-34-311-007
- 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: <u>14</u>
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: eXEMPT 3
- b. Explain reason for exemption: Re-record Deed to correct APN, correct Grantor & add legal description. Original recording info: 20051004-0005361.
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 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: grantor/grantee

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: David L. Mason Living Trust 1989

Address: 516 South 6th Street

City: Las Vegas

State: NV Zip: 89101

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Adrian Property, LLC

Address: c/o: Mitchell Holdings, 20

City: New York

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-166230-WCLV tl/jh

Address 9960 West Cheyenne Avenue, Suite 240

City: Las Vegas State: NV Zip: 89129

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

528

MIT003076

David J. Mitchell
745 Fifth Ave.
New York, NY 10151

October 25, 2018

Sent via U.S. Mail and Facsimile

Chicago Title of Nevada
2270 Corporate Circle, Suite 150
Henderson, NV 89074
Fax: 702-407-8431

To Whom it May Concern:

I, David J. Mitchell, as an authorized representative for various entities involved in the transactions listed hereafter, hereby authorize my attorneys, the Law Office of Hayes & Welsh, to obtain copies of all closing statements, settlement statements, purchase agreements and appraisals for each of the following transactions:

Date	Seller	Buyer	File/Escrow.#	APNs - Current
12/31/14	Leah Property LLC	Casino Coolidge, LLC	14013113 / 4616	139-34-410-056 thru 059 <i>Title only</i> ←
1/11/05	777 Properties	Zoe Property	04126856-079-TL	139-34-311-011
2/23/05	First Street Prop	Marc Property, LLC	04169001-079-TL	139-34-311-019 and 020 and 022; 139-34-210-017
2/23/05	777 Properties	Marc Property, LLC	05127133-079-TL	139-34-311-021
6/7/17	PQ Las Vegas, LLC	PQ Holdings LLC	16018037 / 1618037B	139-34-110-005 and 011 <i>Title only</i> ←

outside escrow

outside escrow

Please provide copies of the requested documents to my attorneys at the Law Office of Hayes & Welsh at 199 N. Arroyo Grande Blvd., Suite 200, Henderson, NV 89074, within 14 days of the date on this correspondence. If you have any questions you can contact Larson Welsh, Esq. directly at 702-960-4056 or at Lwelsh@vtlaw.com.

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

David J. Mitchell

Date: 10/26/18

CHICAGO TITLE OF NEVADA, INC.

9075 W. Diablo Drive, #100, Las Vegas, NV 89148

Phone: (702) 836-8000 Fax: (702) 836-8160

**Buyers/Borrowers Settlement Statement
Final**

Escrow No: 04128856 - 088 TL

Close Date: 01/11/2005

Proration Date: 01/11/2005

Disbursement Date:

Buyer(s)/Borrower(s): Zoe Property, LLC

20 W 55th St 12th Floor New York, NY 10019

Property: 624 1st Street
Las Vegas, NV

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	2,224,340.43	
Deposit/Earnest Money		60,000.00
Additional EM Deposit		60,000.00
Extension Deposit		200,000.00
Closing Funds		663,000.00
PRORATIONS AND ADJUSTMENTS:		
County Taxes from 01/11/2005 to 04/01/2005 based on the Annual amount of \$5,659.84	1,257.74	
Owning & Operating Credit	14,000.00	
Transfer From National Title		1,293,901.68
ESCROW CHARGES:		
Escrow Fee to Chicago Title of Nevada, Inc.	1,642.16	
Document Preparation to Chicago Title of Nevada, Inc.	25.00	
TITLE CHARGES:		
Owners Policy \$2,224,340.43 to Chicago Title of Nevada, Inc.	5,117.25	
Short Term Discount to Chicago Title of Nevada, Inc.	(1,535.17)	
Fed Ex to Chicago Title of Nevada, Inc.	15.00	
Inspection Fee to Chicago Title of Nevada, Inc.	45.00	
Endorsement 100.9 to Chicago Title of Nevada, Inc.	511.72	
RECORDING FEES:		
Recording Fees to Chicago Title of Nevada, Inc.	16.00	
Sub Totals	2,245,436.13	2,246,901.68
Refund Due Buyer /Borrower	1,468.55	
Totals	2,246,901.68	2,246,901.68

CHICAGO TITLE OF NEVADA, INC.

9075 W. Diablo Drive, #100, Las Vegas, NV 89148

Phone: (702) 836-8000 Fax: (702) 836-8160

**Buyers/Borrowers Settlement Statement
Final**

Escrow No: 04169001- 086 TL

Close Date: 02/23/2005

Proration Date: 02/23/2005

Disbursement Date:

Buyer(s)/Borrower(s): Marc Property, LLC

20 W. 56th St., 12th Floor New York, NY 10019

Property: 510,512,522 & 526 1st Street
Las Vegas, NV

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	2,437,500.00	
Deposit/Earnest Money		50,000.00
Closing Funds		422,572.81
Loan closing funds - National		2,056,782.84
ADDITIONAL CHARGES:		
PRORATIONS AND ADJUSTMENTS:		
County Taxes from 02/23/2005 to 07/01/2005 based on the Annual amount of \$1,421.20		505.32
Security Deposits		1,400.00
Transfer of EMD to 05127133	12,500.00	
Seller Credit		1,113.83
Taxes 139-34-311-020 from 02/23/2005 to 07/01/2005 based on the Annual amount of \$2,737.05	873.17	
Taxes 139-34-311-022 from 02/23/2005 to 07/01/2005 based on the Annual amount of \$1,853.23	668.93	
Taxes 139-34-210-017 from 02/23/2005 to 07/01/2005 based on the Annual amount of \$1,348.10	479.32	
510 - Sewer from 02/23/2005 to 10/01/2005 based on the Annual amount of \$524.63	317.69	
526 - Sewer from 02/23/2005 to 02/01/2006 based on the Annual amount of \$571.31	538.40	
512 - Sewer from 02/23/2005 to 02/01/2006 based on the Annual amount of \$1,377.24	1,293.08	
**See attached for breakdown		1,085.11
ESCROW CHARGES:		
Escrow Fee to Chicago Title of Nevada, Inc.	1,748.75	
TITLE CHARGES:		
Owners Policy \$2,437,500.00 to Chicago Title of Nevada, Inc.	6,522.25	
Short Term Discount to Chicago Title of Nevada, Inc.	(1,656.87)	
Fed Ex to Chicago Title of Nevada, Inc.	27.66	
Inspection Fee to Chicago Title of Nevada, Inc.	46.00	
Endorsements MOD100, 103.5 to Chicago Title of Nevada, Inc.	300.00	
RECORDING FEES:		
Recording Fees to Chicago Title of Nevada, Inc.	17.00	
County Transfer Tax to Chicago Title of Nevada, Inc.	12,431.25	
Sub Totals	2,472,893.82	2,532,460.11
Refund Due Buyer /Borrower	59,786.29	
Totals	2,532,480.11	2,532,460.11

CHICAGO TITLE OF NEVADA, INC.

9075 W. Diablo Drive, #100, Las Vegas, NV 89148

Phone: (702) 836-8000 Fax: (702) 836-8180

Buyers/Borrowers Settlement Statement

Final

Escrow No: 04189001-086 TL

Close Date: 02/23/2005

Proration Date: 02/23/2005

Disbursement Date:

Additional Prorations/Rent Schedule

Description	Debit	Credit
510 S. Street		240.00
512 S. 1st St. Unit 2		120.00
512 S. 1st St. Unit 4		120.00
512 S. 1st St. Unit 5		120.00
512 S. 1st St. Unit 7		120.00
512 S. 1st St. Unit 9		98.45
528 S. 1st St. 1 - 4		266.67
Total as shown on Settlement Statement		1,085.11

CHICAGO TITLE OF NEVADA, INC.

9075 W. Diablo Drive, #100, Las Vegas, NV 89148

Phone: (702) 836-8000 Fax: (702) 836-8180

**Buyers/Borrowers Settlement Statement
Final**

Escrow No: 05127133 - 088 TL

Close Date: 02/23/2005

Proration Date: 02/23/2005

Disbursement Date:

Buyer(s)/Borrower(s): Marc Property, LLC

20 W. 55th St., 12th Floor New York, NY 10019

Property: 518 S. 1st Street
Las Vegas, NV

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	812,600.00	
Closing Funds		808,244.60
PRORATIONS AND ADJUSTMENTS:		
Taxes 139-34-311-021 from 02/23/2005 to 07/01/2005 based on the Annual amount of \$3,208.32	1,140.74	
EMD Transferred from 04168001		12,500.00
ESCROW CHARGES:		
Escrow Fee to Chicago Title of Nevada, Inc.	935.25	
TITLE CHARGES:		
Owners Policy \$812,500.00 to Chicago Title of Nevada, Inc.	2,378.50	
Short Term Discount to Chicago Title of Nevada, Inc.	(713.55)	
Endorsement MOD100, 103.5 to Chicago Title of Nevada, Inc.	300.00	
RECORDING FEES:		
Recording Fees to Chicago Title of Nevada, Inc.	16.00	
County Transfer Tax to Chicago Title of Nevada, Inc.	4,143.75	
Sub Totals	820,701.69	820,744.60
Refund Due Buyer /Borrower	42.91	
Totals	820,744.60	820,744.60



EQUITY
TITLE OF NEVADA

November 2, 2018

Larson Welsh, Esq.
Law Office of Hayes & Welsh
199 N. Arroyo Grande Blvd
Suite 200
Henderson, NV 89074

RE: Document Request from David J Mitchell dated 10/25/18

Dear Mr. Welsh

Mr. David J Mitchell has requested copies of certain documents of which we no longer have because this file has been destroyed. It is our Federal legal requirement to maintain files for 7 years and this file, which closed in January of 2005, goes beyond that period. I have had this verified to ensure it is not available and with all certainty I can state that escrow file #04130981 was destroyed.

However, we are able to pull a copy of the Settlement Statement for this file from our software program and have enclosed a copy for your review. Unfortunately we do not have copies of the purchase agreement or appraisal saved in our software program.

Best Regards,

Tracy Ruccia
President
Equity Title of Nevada

David J. Mitchell
745 Fifth Ave.
New York, NY 10151

October 25, 2018

Sent via U.S. Mail and Facsimile

Equity Title of Nevada
2475 Village View Drive, Suite 250
Henderson, NV 89074
Fax: 702-432-1112

To Whom it May Concern:

I, David J. Mitchell, as an authorized representative for various entities involved in the transactions listed hereafter, hereby authorize my attorneys, the Law Office of Hayes & Welsh, to obtain copies of all closing statements, settlement statements, purchase agreements and appraisals for each of the following transactions:

Date	Seller	Buyer	File/Escrow #	APNs - Current
1/5/05	Krieger	Stella Property LLC	4130981	139-34-301-008

Please provide copies of the requested documents to my attorneys at the Law Office of Hayes & Welsh at 199 N. Arroyo Grande Blvd., Suite 200, Henderson, NV 89074, within 14 days of the date on this correspondence. If you have any questions you can contact Larson Welsh, Esq. directly at 702-960-4056 or at Lwelsh@lvlaw.com.

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



David J. Mitchell

Date: 10/26/18

MIT003084

50027-0323
Case No.: A-16

RA 008559

EQUITY TITLE OF NEVADA

1215 S. Fort Apache, #220, Las Vegas, NV 89117

Phone: (702) 202-1111 Fax: (702) 202-1112

Buyers/Borrowers Settlement Statement

FINAL

Escrow No: 04130981- 013 KMD

Close Date: 01/05/2005

Proration Date: 01/05/2005

Disbursement Date:

Buyer(s)/Borrower(s): Stella Property, LLC

Seller(s): Southwest Exchange Corp FBO Karen M. Kreiger

Property: 611 South First Street
Las Vegas, NV 89101

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	1,900,000.00	
Deposit/Earnest Money		150,000.00
Additional Deposit		590,000.00
Additional Deposit		1,164,349.18
ESCROW CHARGES:		
Escrow Fee to Equity Title of Nevada	501.55	
Document Preparation to Equity Title of Nevada	75.00	
RECORDING FEES:		
Recording Fees to Equity Title of Nevada	100.00	
County Transfer Tax to Equity Title of Nevada	9,690.00	
ADDITIONAL CHARGES:		
PRORATIONS AND ADJUSTMENTS:		
County Taxes from 1/5/2005 to 7/1/2005 based on the Annual amount of \$3,996.54	1,953.86	
Sewer from 1/5/2005 to 7/1/2005 based on the Annual amount of \$2,850.51	1,393.58	
Total Security Deposit		1,800.00
**See attached for breakdown		8,641.15
TITLE CHARGES:		
ALTA Inspection to Equity Title of Nevada	50.00	
Wire Fee to Equity Title of Nevada	15.00	
Courier Fee to Equity Title of Nevada	20.00	
Tax Processing Fee to Equity Title of Nevada	30.00	
Sub Totals	1,913,828.99	1,914,790.33
Refund Due Buyer /Borrower	961.34	
Totals	1,914,790.33	1,914,790.33

EQUITY TITLE OF NEVADA

1215 S. Fort Apache, #220, Las Vegas, NV 89117

Phone: (702) 202-1111 Fax: (702) 202-1112

Buyers/Borrowers Settlement Statement

FINAL

Escrow No: 04130981 - 013 KMD

Close Date: 01/05/2005

Proration Date: 01/05/2005

Disbursement Date:

Additional Prorations/Rent Schedule

Description	Debit	Credit
Unit 102		471.85
Unit 103		448.77
Unit 104		471.85
Unit 105		484.67
Unit 106		448.77
Unit 107		426.54
Unit 108		470.14
Unit 109		341.92
Unit 111		292.34
Unit 201		448.77
Unit 202		448.77
Unit 203		448.77
Unit 204		555.62
Unit 205		470.14
Unit 206		448.77
Unit 207		478.68
Unit 208		336.79
Unit 209		470.14
Unit 210		341.92
Unit 211		335.93
Total as shown on Settlement Statement		8,641.15

From: [Larson Welsh](#)
To: [Garry Hayes](#); [Megan McHenry](#)
Subject: FW: 191, 923 and 927 Casino Center Blvd.
Date: Thursday, November 8, 2018 2:46:17 PM
Attachments: [Purchase Agreement for Casino Coolidge 10-21.docx](#)
[20181108125728.pdf](#)
[Casino Coolidge.xlsx](#)

Sincerely,

Larson A. Welsh

From: Ann Calderone <ann@insigniatitleagency.com>
Date: Thursday, November 8, 2018 at 2:00 PM
To: Larson Welsh <lwelsh@lvlaw.com>
Subject: 191, 923 and 927 Casino Center Blvd.

Larson,

I am in receipt of your fax sent to our office, dated 11/2/18.

Accordingly, attached please find documents I could locate related to this transaction.

Thank you,

Ann Calderone
Controller
Insignia National Title Agency
T: [212-465-0777](tel:212-465-0777) Ext. 104 | F: [212-465-0771](tel:212-465-0771)
E: ann@insigniatitleagency.com
W: www.insigniatitleagency.com



Please update your address book to include the email address listed above. Note that I will no longer receive any email sent to insigniabnt.com.

BEWARE OF CYBER-FRAUD – Before wiring any funds, call the intended recipient at a number you know is valid to confirm the instructions – and be very wary of any request to change wire instructions you already received.

PRIVACY DISCLOSURE: This message is intended only for the use of the Addressee(s) and may contain information that is PRIVILEGED, CONFIDENTIAL and/or EXEMPT FROM DISCLOSURE under applicable law. If you are not the intended recipient, You are hereby notified that any disclosure, copying, distribution, or use of the information contained herein is STRICTLY PROHIBITED. If you received this communication in error, please destroy all copies of the message, whether in electronic or hard copy format, as well as Attachments and immediately contact the sender by replying to this email.

MIT003087

50027-0326
Case No.: A-16
RA 008562



MIT003088

50027-0327
Case No.: A-16

RA 008563



8912 Spanish Ridge Avenue, Suite 100
Las Vegas, NV 89148-1311

Telephone: 702-471-2035
Facsimile: 702-471-2213

TITLE/ESCROW COMPANY RECORDING INSTRUCTIONS

Date: 03/19/2015 Cashier's Check Wire Transfer: _____

Title Order No.: 15013029-076-BB
Dated as of: 02/12/2015
Title Company: Chicago Title of Nevada, Inc.
Name & Address: 9075 W. Diablo Dr., Suite 100
Las Vegas, NV 89148
Title Officer: Bonnie Blackburn
Telephone No.: 702-836-8126
Fax No.: 702-836-8160

Escrow No.: 15013029-076-BB
Dated as of: 02/12/2015
Escrow Company: Insignia – BNT National Title Agency
Name & Address: 6 East 39th St., Suite 700
New York, NY 10016
Escrow Officer: Fanny Trataros
Telephone No.: 212-465-0777
Fax No.: 212-465-0771

Note No(s): 3306305
Borrower(s): Casino Coolidge LLC & Barnet L. Liberman

Vested Owner(s): Casino Coolidge LLC, a Nevada limited liability company
Real Property Assessor Parcel No.(s): 139-34-410-056, 057, 058 & 059
Real Property commonly known as: 931, 927, 923 & 919 S. Casino Center Blvd., Las Vegas, NV 89101

Please enter order for the following Title Policy (check one): 2006 ALTA Lender's Policy CLTA LP-10 Construction
Policy of Title Insurance Limited to the Amount of: \$800,000.00
Include the following Title Policy Endorsements:

- 1. 6-06 Variable Rate Mortgage
- 2. 8.2-06 Commercial Environmental Protection Lien
- 3. 28-06 Easement – Damage or Enforced Removal
- 4. 22-06 Location
- 5. 9-06 Restrictions, Encroachments, Minerals

Title, Escrow & Recording Fees:

\$ 1,402.50	Loan Premium
\$ 125.00	Endorsements
\$ 350.00	Search Fee
\$ 300.00	Recording Fees
\$ 1,250.00	Settlement/Escrow/Funding
\$ 150.00	Miscellaneous Expenses – Inspection
\$ 916.19	3 rd and 4 th Quarter Real Estate Tax Parcel 139-34-410-056
\$ 793.23	3 rd and 4 th Quarter Real Estate Tax Parcel 139-34-410-057
\$ 579.57	3 rd and 4 th Quarter Real Estate Tax Parcel 139-34-410-058
\$ 793.23	3 rd and 4 th Quarter Real Estate Tax Parcel 139-34-410-059
\$ 2,400.00	Hold back for taxes 2013-2014
\$ 9,059.72	Total Title Fees

Bank's Fees:

\$ 8,000.00	Bank's Points
\$ 250.00	Appraisal Review Fee
\$ 13.00	Flood Certification Fee
\$ 46.00	UCC Filing Fee
\$ 75.00	Tax Service Contract
\$ 8,384.00	Total Bank's Fees

Loan Proceeds:

\$ 503,590.33	Payoff to VNB of New York to 03/20/2015 (Per Diem Interest @ 76.39 per day 18 days)
\$ 278,965.95	Credit Bancontrol Account 999002561 with Lender
\$ 9,059.72	Insignia/Chicago Title Fees
<u>\$ 8,384.00</u>	Bank's Fees
\$ 800,000.00	

We enclose the following instruments for sequential recording:

1. Deed of Trust
2. Hazardous Substances

Without further authorization, AS SOON AS POSSIBLE, but no later than March 19, 2015, you are authorized to use the \$512,650.05 wired loan funds and record all instruments at such time as you can issue the required Policy of Title Insurance indicating the following:

Schedule B – Section I Requirements:

All conditions must be complied with.

Schedule B – Section II:

Items 1- 6 – OUT (ALTA 2006 Extended Lender's Policy)
Items 7- 12 (taxes) – OK must be paid current
Item 13 – OK
Item 14 – OK
Items 15, 18 & 20 – OK with easement endorsement 28-06
Item 16 – OK with endorsement 9-06
Item 17 – OK
Item 19 – OK
Items 21, 22 & 23 – OUT

Meadows Bank ("Lender") must be recorded in a clear 1st lien position.

Additional instructions: Please contact Zeska Cruz at telephone number (702) 471-2035 immediately upon recording. Conformed copies of recorded documents are required within 48 hours after recording.

Send recorded documents and Title Policy to:

Meadows Bank
8912 Spanish Ridge Avenue, Suite 100
Las Vegas, NV 89148-1311
Attn: Zeska Cruz

Sincerely,

Meadows Bank

By: _____
Zeska Cruz

Fees and charges are to be billed to:

SAME

Please return a signed copy of these instructions to Lender before recording to acknowledge receipt of the instruments listed herein and your agreement to comply with these instructions. Thank you.

Agreed and acknowledged:

By: _____
(Authorized Title Company Officer)

Printed Name: _____

Printed Title: _____

VNB[®] New York, LLC

A Subsidiary of Valley National Bank[®]

February 24, 2015

Mr. Barnet L. Liberman, Member
Casino Coolidge, LLC
c/o Orb Management
421 Hudson Street
New York, New York 10014

Re: Casino Coolidge, LLC (the "Borrower") – Loan #3150978623

Dear Barnet:

As requested, there follows below information concerning the amount due for payoff of an outstanding loan to Casino Coolidge, LLC, #3150978623, effective March 2, 2015:

Payment date:	3/02/15
Principal balance:	\$ 500,000.00
Interest due:	\$ 2,215.31
TOTAL DUE 3/02/15:	\$ 502,215.31

If payment is not received by 3:00 pm on 3/02/15, additional amounts would be due as follows:

Per diem interest:	\$ 76.39
--------------------	----------

Interest due is subject to change if VNB New York's Prime lending rate changes.

Wire Transfer Instructions – Payment funds should be wired to:

Valley National Bank
Wayne, New Jersey
ABA # **021201383**
For credit to: GL # **2005108490** "CL Payments in Process NY"
Reference: Loan # 3150978623 i/n/o Casino Coolidge, LLC

Kindly contact me with any questions or comments concerning the above.

Sincerely,



Peter L. Myette, VP
646-329-0512

Via email: barnetlib1@gmail.com



Insignia National Title Agency, LLC
Casino Coolidge Ledger
 All Transactions

Type	Date	Num	File #	Payee	Receipts	Disbursements
Deposit	12/22/2014		IBN-4614-NV-14		500,000.00	
Deposit	03/20/2015		IBN-4614-NV-14	Wire In From Casino Coolidge LLC	512,650.05	
Check	12/24/2014	1014	IBN-4614-NV-14	Chicago Title Insurance Company		6,460.68
Check	12/24/2014	1015	IBN-4614-NV-14	Clark County Treasurer		4,306.36
Check	12/24/2014	1016	IBN-4614-NV-14	Clark County Treasurer		2,169.04
Check	12/24/2014	1018	IBN-4614-NV-14	Clark County Treasurer		1,608.37
Check	12/24/2014	WIRE	IBN-4614-NV-14	Zeichner, Ellman, & Krause		5,500.00
Check	12/24/2014	WIRE	IBN-4614-NV-14	Barnet Lieberman		94,334.02
Check	12/24/2014	WIRE	IBN-4614-NV-14	Valley National Bank		114,723.58
Check	12/24/2014	WIRE	IBN-4614-NV-14	David Mitchell		250,000.00
Check	12/24/2014	WIRE	IBN-4614-NV-14	NorthCap Commercial, LLC		20,000.00
Check	03/26/2015	1017	IBN-4614-NV-14	Clark County Treasurer		3,082.22
Check	03/26/2015	1019	IBN-4614-NV-14	Chicago Title of Nevada		1,412.50
Check	03/20/2015	WIRE	IBN-4614-NV-14	Valley National Bank		503,590.33
					1,012,650.05	1,007,187.10

NORTHCAP



Commercial Division

815 Pilot Rd, Suite E, Las Vegas, NV 89118
702-333-4455

OFFER TO PURCHASE FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT IS FOR THE PURCHASE AND SALE OF REAL PROPERTY. The offer to purchase is presented this 30th day of October 20, 2014, to Leah Property, LLC. (hereinafter "Seller") by Casino Coolidge, LLC and/or Assigns (hereinafter "Buyer") ("Parties"). This offer to purchase is binding on the Parties.

A. Seller is the owner of certain developed property identified as Assessor Parcel Numbers (APN) 139-34410-056, 057, 058, and 059 (.63 acres respectively) also known as 919, 923, 927, and Casino Center Blvd, Las Vegas, Nevada, 89101. Said land and improvements include certain improvements on the property, including, but not limited to land, one structure and utilities above, beneath and on the land ("PROPERTY").

B. Buyer desires to purchase from Seller the Property, including all improvements on, under and above the ground of the Property, and proposes the following business elements for inclusion in a Purchase and Sale Agreement:

1. Purchases and Sale

Seller shall sell to Buyer and Buyer shall purchase from Seller upon the terms and conditions set forth, the "PROPERTY".

2. Purchase Price

The purchase price to be paid for the Property shall be ONE MILLION and no/100 Dollars (\$1,000,000.00). Said sum shall be paid as follows:

(a) Seller to extend existing mortgage/lien of approximately \$500,000.00 to April 30, 2015;

(b) Buyer shall deposit TWENTY FIVE THOUSAND and no/100 Dollars (\$25,000.00) with Insignia National Title agency, with Teresa Odessa, Escrow Officer, upon opening of escrow which amount shall remain refundable through the end of the Contingency Period (see Section 3 (c) below), and thereafter apply toward the purchase price;

(c) At the end of the Contingency Period, provided Buyer at Buyers sole discretion has not canceled escrow, Buyer may cancel escrow and have the earnest money deposit returned to Buyer. If Buyer elects to continue, Buyer shall deposit an additional TEN THOUSAND and no/100 Dollars (\$10,000.00) to the escrow account, which amount shall apply to the Purchase Price provided there is a close of escrow, and said additional earnest money shall remain refundable through the close of escrow. Upon deposit to the escrow account of the additional earnest money, the initial Twenty Five Thousand Dollar (\$25,000.00) Earnest Money deposit shall become non-refundable but shall apply to the Purchase Price.

MIT003094

50027-0333
Case No.: A-16

RA 008569

- (b) Prior to the close of escrow, the Buyer shall deposit an additional NINE HUNDRED SEVEN HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$975,000.00), which amount is the full Purchase Price, and escrow shall close at that time.

3. Title to the Property

Title to the Property shall be conveyed to Buyer at close of escrow, free and clear of covenants, conditions, restrictions, leases, lease rights, rights-of-way, easements, liens or encumbrances of any kind or nature whatsoever affecting the title or use of the Property except:

- (a) 1st Mortgage of \$500,000
- (b) Real property taxes which are a lien not yet payable;
- (c) Such other matters affecting the title to or use of the Property, which are approved, in writing, within fifteen (15) days from mutual acceptance of an Agreement and Buyer's receipt of the Preliminary Title Report.
- (d) Seller, at Seller's cost, shall provide copies of all documents, surveys, results of engineering investigations and drawings in Seller's possession affecting the title to, condition, use of and ability to develop the Property, including, but not limited to Environmental and Building Safety and Condition Reports, architectural and site designs, traffic, drainage and related engineering drawings and reports, if and as such items exist. Buyer must approve such other matters in writing within said time period, or they shall be deemed to have been disapproved.
- (e) Buyer shall have until December 15, 2014 and receipt of Preliminary Title Report to conduct all investigations and analyses ("Contingency Period").

Seller shall convey fee simple interest in the Property. Seller at Seller's cost, shall provide Buyer with a ALTA Standard Coverage Form Title Insurance Policy issued by Chicago Title, with liability in the amount of the total purchase price insuring title to the Property vested in Buyer's entity, with title in the condition approved by Buyer as herein provided. If Buyer requests, Seller shall furnish an ALTA Extended Form of Title Insurance Policy, but the additional premium cost of such title insurance policy over and above the Standard Form shall be borne by the Buyer.

4. Escrow

The purchase and sale provided for herein shall be consummated through an escrow to be opened at Insignia National Title Agency within five (5) business days after the mutual execution of an Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed escrow instructions with Insignia Title. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all of the terms and provisions of this Agreement, and in addition shall provide the following:

- (a) Escrow to close on or before December 1, 2014 (which day close of escrow is sometimes hereinafter referred to as the "Closing Date"), time is of the essence as to the closing date;
- (b) Promptly after the opening of escrow, Seller shall cause to be procured and delivered for Buyer's approval the Preliminary Title Report and copies of all other documents referred to in Paragraph 3;

MIT003095

50027-0334
Case No.: A-16

RA 008570

(c) This sale shall be closed in escrow. Seller shall pay for any Documentary Transfer Tax, thereafter, closing costs and fees shall be equally divided in accord with the usual practices of the escrow holder;

(d) Real property taxes shall be prorated as of the Closing Date;

(e) Both Buyer and Seller shall execute Non-Disclosure/Non-Circumvent Agreements to the benefit of each other; thereafter through close of escrow, all information provided for public consumption such as press releases and announcements, shall be the sole option of the Buyer;

(f) In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where escrow instructions provide otherwise.

If escrow fails to close as a result of Buyer's default after all contingencies have been satisfied or waived, all monies previously deposited by Buyer into escrow shall be paid to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to seek specific performance remedies. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of the default under this Agreement.

5. Contingencies

The purchase of the Property shall be contingent upon:

(a) Buyer's approval of the Preliminary Title Report, and all documents described within the Preliminary Title Report issued by Insignia National Title concerning the Property.

(b) The Buyer's review and approval of all surveys, architectural drawings and engineering information available from all sources as to building's designs tentative map approvals, city entitlements approvals and conditions, soils conditions, hydrology, drainage & flood studies, utility requirements, sewer and water conditions and financial feasibility studies.

(c) Extension of current mortgage to June 30, 2015.

Contingencies 5 (a), 5 (b) and 5 (c) are solely for the Buyer's benefit. Buyer shall be responsible for all costs incurred in conducting reviews, inspections, investigations and analyses of the Property during the Contingency Period. Should Buyer for any reason disapprove contingency 5 (a) or 5 (b) OR 5 (c) then upon expiration of the Contingency Period, the Buyer shall have the right to terminate this Agreement and have all earnest money deposits returned to Buyer.

In the event Buyer approves or waives all contingencies, the Earnest Money Deposit including extension fees, if any, shall become non-refundable and shall apply to the purchase price at close of escrow. In the event Buyer terminates this Agreement due to Buyer's disapproval of any of the above items, all deposits made by Buyer, less and except any fees charged by the escrow account, shall be immediately returned to Buyer and Parties shall have no further obligations under this Agreement.

6. Seller Warranties

(a) Seller warrants that Seller has the right to transfer the Property free and clear of all encumbrances, liens, leases and improvement districts, and will do so at close of escrow. Any excepted item(s) must be expressed in writing by Buyer and Seller in the Purchase Agreement or Addendum thereto.

MIT003096

50027-0335
Case No.: A-16

RA 008571

To the best of Seller's knowledge, Seller has no actual knowledge of any hazardous or toxic substance or materials on the Property, and Seller neither knows nor has reasonable cause to believe that a release of hazardous substance has come to be located on the Property.

(b) Seller also warrants that Seller shall cooperate with Buyer by signing all applications and submittal documents, including but not limited to applications for zoning, use permits, waivers and related documentation and applications for processing said applications through the appropriate entities.

7. Inspections and Studies

During the term of this Escrow, Buyer, its agents, contractors, and subcontractors shall have the right to enter the Property, as needed, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole discretion. Buyer shall use care and consideration with any of its inspections. Buyer shall indemnify and hold Seller and the Property harmless from any and all damage arising out of or resulting from the negligence, willful or intentional acts or contractual obligations arising from Buyer's due diligence or that of Buyer's agents, contractors and/or subcontractors in connection with such entry and/or activities upon the Property. Buyer shall be solely responsible for the cost of all inspections and studies. Buyer shall have the right to place signs on the Property.

8. Buyer's Disclosure

Buyer accepts the Property in its present condition "as is" and "where is", including latent defects, without any representation or warranties (except for those noted above in sections 6. a and 6. b), express or implied, unless they are in writing and signed by the Seller.

9. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally, service shall be conclusively deemed made at the time of such personal service.

TO SELLER: Leah Property, LLC
815 5th Ave #5A
New York, NY 10065-7243

with copy to: Glenda Shaw
C/o Northcap Realty
815 E Pilot Road, Suite E
Las Vegas, NV 89119

MIT003097

**50027-0336
Case No.: A-16**

RA 008572

TO BUYER:

Casino Coolidge, LLC
c/o Glenda Shaw
720 E. Charleston Ave. Suite 145
Las Vegas, NV 89104

Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

10. Applicable Law and Severability

This document shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contact, the latter shall prevail but the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

11. Further Assurances

Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

12. Attorney's Fees

In the event any action is instituted by a party to enforce any of the terms and provisions contained herein, the prevailing party in such action shall be entitled to such reasonable attorney's fees, costs and expenses as may be fixed by the Court.

13. Modifications or Amendments

No amendment, change or modification of this document shall be valid unless in writing and signed by all the parties hereto.

14. Successors or Assigns

All terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. 1031 Tax Deferred Exchange:

In the event either party elects to create an IRS Code Section 1031 Tax Deferred Exchange, the other party agrees to cooperate in a manner necessary to allow the participating party to qualify for said exchange; however at no additional cost or liability to the other party.

MIT003098

**50027-0337
Case No.: A-16**

RA 008573

16. Broker's Fees:

Seller is responsible for a commission due to Broker Associate, Glenda Shaw of Northcap. Brokers in this transaction in the amount equal to Four (4 %) of the Purchase Price. Glenda Shaw is the only Broker in this transaction and said commission is to be paid through Escrow, at the Close of Escrow.

17. Time of the Essence

Time is of the essence of this Agreement and all the terms, provisions, covenants and conditions hereof. This offer shall expire unless a copy hereof with Seller's written acceptance is delivered to Buyer or Buyer's agent by noon, Pacific Time, Wednesday, October 29th, 2014, after which time this Agreement shall have no force or effect.

18. Entire Agreement

This document constitutes the entire understanding and agreement of the parties and any and all prior agreements, understandings or representations are hereby terminated and canceled in their entirety and are of no further force or effect.

BUYER:

BY: _____ DATE: _____
Buyer: Manager – Casino Cooldige, LLC

SELLER:

BY: _____
Leah Property, LLC – PRINT NAME

BY: _____ DATE: _____
Leah Property LLC – SIGN NAME

MIT003099

50027-0338
Case No.: A-16

RA 008574

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 45
(BATES RANGE) RA 8575 – RA 8774**

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 Counter-motion 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 Counter-motion 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
Undated	Plaintiffs' Trial Exhibit No. 10042	Volume 6, RA 1078 – RA 1101
Undated	Plaintiffs' Trial Exhibit No. 10043 – Part 1	Volume 7, RA 1102 – RA 1350
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
Undated	Plaintiffs' Trial Exhibit No. 20022	Volume 22, RA 4123 – RA 4124
Undated	Plaintiffs' Trial Exhibit No. 20023	Volume 22, RA 4125 – RA 4144
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
Undated	Plaintiffs' Trial Exhibit No. 20039	Volume 23, RA 4309
Undated	Plaintiffs' Trial Exhibit No. 20040	Volume 23, RA 4310 – RA 4318
Undated	Plaintiffs' Trial Exhibit No. 20041	Volume 23, RA 4319 – RA 4320
Undated	Plaintiffs' Trial Exhibit No. 20042	Volume 23, RA 4321 – RA 4322

Undated	Plaintiffs' Trial Exhibit No. 20043	Volume 23, RA 4323 – RA 4324
Undated	Plaintiffs' Trial Exhibit No. 20044	Volume 23, RA 4325 – RA 4330
Undated	Plaintiffs' Trial Exhibit No. 20047	Volume 23, RA 4331 – RA 4334
Undated	Plaintiffs' Trial Exhibit No. 20052	Volume 23, RA 4335 – RA 4345
Undated	Plaintiffs' Trial Exhibit No. 30009	Volume 23, RA 4346 – RA 4354
Undated	Plaintiffs' Trial Exhibit No. 30011	Volume 23, RA 4355 – RA 4358
Undated	Plaintiffs' Trial Exhibit No. 30012	Volume 23, RA 4359 – RA 4373
Undated	Plaintiffs' Trial Exhibit No. 30013	Volume 23, RA 4374 – RA 4389
Undated	Plaintiffs' Trial Exhibit No. 30014	Volume 23, RA 4390 – RA 4409
Undated	Plaintiffs' Trial Exhibit No. 30015	Volume 23, RA 4410 – RA 4434
Undated	Plaintiffs' Trial Exhibit No. 30041	Volume 23, RA 4435
Undated	Plaintiffs' Trial Exhibit No. 30042	Volume 23, RA 4436
Undated	Plaintiffs' Trial Exhibit No. 30043	Volume 23, RA 4437
Undated	Plaintiffs' Trial Exhibit No. 30044	Volume 23, RA 4438

Undated	Plaintiffs' Trial Exhibit No. 30050	Volume 23, RA 4439
Undated	Plaintiffs' Trial Exhibit No. 30051	Volume 23, RA 4440
Undated	Plaintiffs' Trial Exhibit No. 30052	Volume 23, RA 4441
Undated	Plaintiffs' Trial Exhibit No. 30053	Volume 23, RA 4442 – RA 4447
Undated	Plaintiffs' Trial Exhibit No. 30055	Volume 23, RA 4448 – RA 4449
Undated	Plaintiffs' Trial Exhibit No. 30058	Volume 23, RA 4450
Undated	Plaintiffs' Trial Exhibit No. 30059	Volume 23, RA 4451
Undated	Plaintiffs' Trial Exhibit No. 30071	Volume 23, RA 4452 – RA 4456
Undated	Plaintiffs' Trial Exhibit No. 30077	Volume 23, RA 4457
Undated	Plaintiffs' Trial Exhibit No. 30078	Volume 23, RA 4458
Undated	Plaintiffs' Trial Exhibit No. 30079	Volume 23, RA 4459
Undated	Plaintiffs' Trial Exhibit No. 30089	Volume 24, RA 4460 – RA 4512
Undated	Plaintiffs' Trial Exhibit No. 30090	Volume 24, RA 4513 – RA 4573
Undated	Plaintiffs' Trial Exhibit No. 30091	Volume 24, RA 4474 – RA 4638
Undated	Plaintiffs' Trial Exhibit No. 30092	Volume 25, RA 4639
Undated	Plaintiffs' Trial Exhibit No. 30094	Volume 25, RA 4640 – RA 4653

Undated	Plaintiffs' Trial Exhibit No. 30096	Volume 25, RA 4654 – RA 4658
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 1	Volume 26, RA 4659 – RA 4908
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 2	Volume 27, RA 4909 – RA 5158
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 3	Volume 28, RA 5159 – RA 5408
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 4	Volume 29, RA 5409 – RA 5658
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 5	Volume 30, RA 5659 – RA 5842
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 1	Volume 31, RA 5843 – RA 6092
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 2	Volume 32, RA 6093 – RA 6338
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 3	Volume 33, RA 6339 – RA 6588
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 4	Volume 34, RA 6589 – RA 6838
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 5	Volume 35, RA 6839 – RA 6995
Undated	Plaintiffs' Trial Exhibit No. 30101	Volume 36, RA 6996 – RA 7003
Undated	Plaintiffs' Trial Exhibit No. 30102	Volume 36, RA 7004 – RA 7010

Undated	Plaintiffs' Trial Exhibit No. 30103	Volume 36, RA 7011
Undated	Plaintiffs' Trial Exhibit No. 30104	Volume 36, RA 7012 – RA 7018
Undated	Plaintiffs' Trial Exhibit No. 30105	Volume 36, RA 7019 – RA 7026
Undated	Plaintiffs' Trial Exhibit No. 30106	Volume 36, RA 7027 – RA 7034
Undated	Plaintiffs' Trial Exhibit No. 30107	Volume 36, RA 7035
Undated	Plaintiffs' Trial Exhibit No. 40003	Volume 36, RA 7036
Undated	Plaintiffs' Trial Exhibit No. 40004	Volume 36, RA 7037 – RA 7038
Undated	Plaintiffs' Trial Exhibit No. 40008	Volume 36, RA 7039
Undated	Plaintiffs' Trial Exhibit No. 40009	Volume 36, RA 7040 – RA 7161
Undated	Plaintiffs' Trial Exhibit No. 40010	Volume 37, RA 7162 – RA 7254
Undated	Plaintiffs' Trial Exhibit No. 40014	Volume 37, RA 7255 – RA 7303
Undated	Plaintiffs' Trial Exhibit No. 40017	Volume 37, RA 7304
Undated	Plaintiffs' Trial Exhibit No. 40018	Volume 37, RA 7305 – RA 7308

Undated	Plaintiffs' Trial Exhibit No. 40019	Volume 37, RA 7309 – RA 7313
Undated	Plaintiffs' Trial Exhibit No. 40020	Volume 37, RA 7314 – RA 7320
Undated	Plaintiffs' Trial Exhibit No. 40021	Volume 37, RA 7321 – RA 7325
Undated	Plaintiffs' Trial Exhibit No. 40022	Volume 37, RA 7326 – RA 7330
Undated	Plaintiffs' Trial Exhibit No. 40023	Volume 37, RA 7331 – RA 7337
Undated	Plaintiffs' Trial Exhibit No. 40024	Volume 37, RA 7338 – RA 7341
Undated	Plaintiffs' Trial Exhibit No. 40025	Volume 37, RA 7342 – RA 7353
Undated	Plaintiffs' Trial Exhibit No. 40026	Volume 37, RA 7354 – RA 7357
Undated	Plaintiffs' Trial Exhibit No. 40027	Volume 37, RA 7358 – RA 7395
Undated	Plaintiffs' Trial Exhibit No. 40028	Volume 37, RA 7396 – RA 7399
Undated	Plaintiffs' Trial Exhibit No. 40029	Volume 37, RA 7400 – RA 7404
Undated	Plaintiffs' Trial Exhibit No. 40030	Volume 37, RA 7405 – RA 7409
Undated	Plaintiffs' Trial Exhibit No. 40031	Volume 38, RA 7410 – RA 7468

Undated	Plaintiffs' Trial Exhibit No. 40032	Volume 38, RA 7469 – RA 7472
Undated	Plaintiffs' Trial Exhibit No. 40033	Volume 38, RA 7473 – RA 7477
Undated	Plaintiffs' Trial Exhibit No. 40034	Volume 38, RA 7478 – RA 7483
Undated	Plaintiffs' Trial Exhibit No. 40035	Volume 38, RA 7484 – RA 7489
Undated	Plaintiffs' Trial Exhibit No. 40036	Volume 38, RA 7490 – RA 7495
Undated	Plaintiffs' Trial Exhibit No. 40037	Volume 38, RA 7496 – RA 7501
Undated	Plaintiffs' Trial Exhibit No. 40038	Volume 38, RA 7502 – RA 7508
Undated	Plaintiffs' Trial Exhibit No. 40039	Volume 38, RA 7509 – RA 7514
Undated	Plaintiffs' Trial Exhibit No. 40045	Volume 38, RA 7515 – RA 7531
Undated	Plaintiffs' Trial Exhibit No. 50003	Volume 39, RA 7532 – RA 7591
Undated	Plaintiffs' Trial Exhibit No. 50004	Volume 39, RA 7592 – RA 7608

Undated	Plaintiffs' Trial Exhibit No. 50005	Volume 39, RA 7609 – RA 7610
Undated	Plaintiffs' Trial Exhibit No. 50009	Volume 39, RA 7611 – RA 7630
Undated	Plaintiffs' Trial Exhibit No. 50010	Volume 39, RA 7631 – RA 7665
Undated	Plaintiffs' Trial Exhibit No. 50011	Volume 39, RA 7666 – RA 7676
Undated	Plaintiffs' Trial Exhibit No. 50012	Volume 39, RA 7677 – RA 7686
Undated	Plaintiffs' Trial Exhibit No. 50013	Volume 39, RA 7687 – RA 7702
Undated	Plaintiffs' Trial Exhibit No. 50014	Volume 39, RA 7703 – RA 7725
Undated	Plaintiffs' Trial Exhibit No. 50015	Volume 39, RA 7726 – RA 7751
Undated	Plaintiffs' Trial Exhibit No. 50016	Volume 39, RA 7752 – RA 7772
Undated	Plaintiffs' Trial Exhibit No. 50017	Volume 40, RA 7773 – RA 7794
Undated	Plaintiffs' Trial Exhibit No. 50018	Volume 40, RA 7795 – RA 7816
Undated	Plaintiffs' Trial Exhibit No. 50019	Volume 40, RA 7817 – RA 7840
Undated	Plaintiffs' Trial Exhibit No. 50020	Volume 40, RA 7841 – RA 7870

Undated	Plaintiffs' Trial Exhibit No. 50021	Volume 40, RA 7871 – RA 7892
Undated	Plaintiffs' Trial Exhibit No. 50022	Volume 40, RA 7893 – RA 7914
Undated	Plaintiffs' Trial Exhibit No. 50023	Volume 40, RA 7915 – RA 7935
Undated	Plaintiffs' Trial Exhibit No. 50024	Volume 40, RA 7936 – RA 7967
Undated	Plaintiffs' Trial Exhibit No. 50025 – Part 1	Volume 41, RA 7968 – RA 8092
Undated	Plaintiffs' Trial Exhibit No. 50025 – Part 2	Volume 42, RA 8093 – RA 8236
Undated	Plaintiffs' Trial Exhibit No. 50027 – Part 1	Volume 43, RA 8237 – RA 8386
Undated	Plaintiffs' Trial Exhibit No. 50027 Part 2	Volume 44, RA 8387 – RA 8574
Undated	Plaintiffs' Trial Exhibit No. 50028 – Part 1	Volume 45, RA 8575 – RA 8774
Undated	Plaintiffs' Trial Exhibit No. 50028 – Part 2	Volume 46, RA 8775 – RA 8855
Undated	Plaintiffs' Trial Exhibit No. 50034	Volume 46, RA 8856 – RA 8864
Undated	Plaintiffs' Trial Exhibit No. 50035	Volume 46, RA 8865 – RA 8870
Undated	Plaintiffs' Trial Exhibit No. 50036	Volume 46, RA 8871 – RA 8873

Undated	Plaintiffs' Trial Exhibit No. 60007	Volume 46, RA 8874
Undated	Plaintiffs' Trial Exhibit No. 60008	Volume 46, RA 8875
Undated	Plaintiffs' Trial Exhibit No. 60009	Volume 46, RA 8876
Undated	Plaintiffs' Trial Exhibit No. 60010	Volume 46, RA 8877 – RA 8888
Undated	Plaintiffs' Trial Exhibit No. 60011	Volume 46, RA 8889 – RA 8893
Undated	Plaintiffs' Trial Exhibit No. 60012	Volume 46, RA 8894 – RA 8973
Undated	Plaintiffs' Trial Exhibit No. 60014	Volume 47, RA 8974 – RA 8976
Undated	Plaintiffs' Trial Exhibit No. 60015	Volume 47, RA 8977 – RA 8979
Undated	Plaintiffs' Trial Exhibit No. 60016	Volume 47, RA 8990 – RA 8982
Undated	Plaintiffs' Trial Exhibit No. 60025	Volume 47, RA 8983

Undated	Plaintiffs' Trial Exhibit No. 60026	Volume 47, RA 8984
Undated	Plaintiffs' Trial Exhibit No. 60027	Volume 47, RA 8985
Undated	Plaintiffs' Trial Exhibit No. 60028	Volume 47, RA 8986
Undated	Plaintiffs' Trial Exhibit No. 60032	Volume 47, RA 8987 – RA 8990
Undated	Plaintiffs' Trial Exhibit No. 60033	Volume 47, RA 8991 – RA 8997
Undated	Plaintiffs' Trial Exhibit No. 60034	Volume 47, RA 8998 – RA 9004
Undated	Plaintiffs' Trial Exhibit No. 60035	Volume 47, RA 9005 – RA 9008
Undated	Plaintiffs' Trial Exhibit No. 60036	Volume 47, RA 9009 – RA 9013
Undated	Plaintiffs' Trial Exhibit No. 60037	Volume 47, RA 9014 – RA 9020
Undated	Plaintiffs' Trial Exhibit No. 60038	Volume 47, RA 9021 – RA 9025
Undated	Plaintiffs' Trial Exhibit No. 60045	Volume 47, RA 9026 – RA 9198
Undated	Plaintiffs' Trial Exhibit No. 60046	Volume 47, RA 9199 – RA 9200
Undated	Plaintiffs' Trial Exhibit No. 60047	Volume 47, RA 9201 – RA 9204
Undated	Plaintiffs' Trial Exhibit No. 60048	Volume 47, RA 9205

Undated	Plaintiffs' Trial Exhibit No. 60049	Volume 47, RA 9206 – RA 9209
Undated	Plaintiffs' Trial Exhibit No. 60050	Volume 47, RA 9210 – RA 9219
Undated	Plaintiffs' Trial Exhibit No. 60051	Volume 48, RA 9220 – RA 9243
Undated	Plaintiffs' Trial Exhibit No. 60052	Volume 48, RA 9244 – RA 9269
Undated	Plaintiffs' Trial Exhibit No. 60054	Volume 48, RA 9270 – RA 9273
Undated	Plaintiffs' Trial Exhibit No. 60057	Volume 48, RA 9274 – RA 9283
Undated	Plaintiffs' Trial Exhibit No. 60058	Volume 48, RA 9284 – RA 9296
Undated	Plaintiffs' Trial Exhibit No. 60060	Volume 48, RA 9297 – RA 9298
Undated	Plaintiffs' Trial Exhibit No. 60061	Volume 48, RA 9299 – RA 9303
Undated	Plaintiffs' Trial Exhibit No. 60062	Volume 48, RA 9304 – RA 9310
Undated	Plaintiffs' Trial Exhibit No. 60064	Volume 48, RA 9311 – RA 9314
Undated	Plaintiffs' Trial Exhibit No. 60065	Volume 48, RA 9315 – RA 9317
Undated	Plaintiffs' Trial Exhibit No. 60066	Volume 48, RA 9318 – RA 9322

Undated	Plaintiffs' Trial Exhibit No. 60068	Volume 48, RA 9323 – RA 9324
Undated	Plaintiffs' Trial Exhibit No. 60069	Volume 48, RA 9325 – RA 9331
Undated	Plaintiffs' Trial Exhibit No. 70001	Volume 48, RA 9332 – RA 9333
Undated	Plaintiffs' Trial Exhibit No. 70005	Volume 48, RA 9334 – RA 9337
Undated	Plaintiffs' Trial Exhibit No. 70008	Volume 48, RA 9338
Undated	Plaintiffs' Trial Exhibit No. 70010	Volume 48, RA 9339 – RA 9340
Undated	Plaintiffs' Trial Exhibit No. 70013	Volume 48, RA 9341 – RA 9372
Undated	Plaintiffs' Trial Exhibit No. 70014	Volume 48, RA 9373 – RA 9393
Undated	Plaintiffs' Trial Exhibit No. 70016	Volume 48, RA 9394 – RA 9409
Undated	Plaintiffs' Trial Exhibit No. 70017	Volume 48, RA 9310 – RA 9425
Undated	Plaintiffs' Trial Exhibit No. 70022	Volume 48, RA 9426 – RA 9449
Undated	Plaintiffs' Trial Exhibit No. 70024	Volume 48, RA 9450 – RA 9452
Undated	Plaintiffs' Trial Exhibit No. 70027	Volume 48, RA 9453
Undated	Plaintiffs' Trial Exhibit No. 70051	Volume 48, RA 9454 – RA 9456

Undated	Plaintiffs' Trial Exhibit No. 70057	Volume 48, RA 9457 – RA 9460
Undated	Plaintiffs' Trial Exhibit No. 70058	Volume 48, RA 9461 – RA 9463
Undated	Plaintiffs' Trial Exhibit No. 70059	Volume 48, RA 9464 – RA 9467
Undated	Plaintiffs' Trial Exhibit No. 70061	Volume 48, RA 9468
Undated	Plaintiffs' Trial Exhibit No. 70068	Volume 48, RA 9469

CHRONOLOGICAL TABLE OF CONTENTS
OF CONFIDENTIAL SEALED EXHIBITS

Date	Description	Volume/Bates No.
10/07/2019	Appendix to Plaintiffs' Opposition to Motion for Summary Judgment and Countermotion for Discovery Pursuant to NRCP 46(d), 100719 (Redacted)	Volume 49, RA 9470 – RA 9474
Undated	Plaintiffs' Trial Exhibit 5	Volume 49, RA 9475 – RA 9477
Undated	Plaintiffs' Trial Exhibit 13	Volume 49, RA 9478 – RA 9511
Undated	Plaintiffs' Trial Exhibit 14	Volume 49, RA 9512 – RA 9516
Undated	Plaintiffs' Trial Exhibit 15	Volume 49, RA 9517 – RA 9526
Undated	Plaintiffs' Trial Exhibit 29	Volume 49, RA 9527

Undated	Plaintiffs' Trial Exhibit 33	Volume 49, RA 9528
Undated	Plaintiffs' Trial Exhibit 36	Volume 49, RA 9529 – RA 9564
Undated	Plaintiffs' Trial Exhibit 37	Volume 49, RA 9565 – RA 9570
Undated	Plaintiffs' Trial Exhibit 46	Volume 49, RA 9571 – RA 9624
Undated	Plaintiffs' Trial Exhibit 49	Volume 49, RA 9625 – RA 9626
Undated	Plaintiffs' Trial Exhibit 50	Volume 49, RA 9627 – RA 9700
Undated	Plaintiffs' Trial Exhibit 51	Volume 50, RA 9701 – RA 9709
Undated	Plaintiffs' Trial Exhibit 53	Volume 50, RA 9710 – RA 9714
Undated	Plaintiffs' Trial Exhibit 54	Volume 50, RA 9715 – RA 9716
Undated	Plaintiffs' Trial Exhibit 55	Volume 50, RA 9717

Undated	Plaintiffs' Trial Exhibit 10001	Volume 50, RA 9718 – RA 9749
Undated	Plaintiffs' Trial Exhibit 10009	Volume 50, RA 9750 – RA 9769
Undated	Plaintiffs' Trial Exhibit 10010	Volume 50, RA 9770 – RA 9805
Undated	Plaintiffs' Trial Exhibit 10011	Volume 50, RA 9806 – RA 9826
Undated	Plaintiffs' Trial Exhibit 10012	Volume 50, RA 9827 – RA 9845
Undated	Plaintiffs' Trial Exhibit 10013	Volume 51, RA 9846 – RA 9879
Undated	Plaintiffs' Trial Exhibit 10016	Volume 51, RA 9880
Undated	Plaintiffs' Trial Exhibit 10017	Volume 51, RA 9881
Undated	Plaintiffs' Trial Exhibit 10019	Volume 51, RA 9882 – RA 9899
Undated	Plaintiffs' Trial Exhibit 10020	Volume 51, RA 9900 – RA 9905
Undated	Plaintiffs' Trial Exhibit 10021	Volume 51, RA 9906 – RA 9923
Undated	Plaintiffs' Trial Exhibit 10023	Volume 51, RA 9924 – RA 9947
Undated	Plaintiffs' Trial Exhibit 10024	Volume 51, RA 9948
Undated	Plaintiffs' Trial Exhibit 10025	Volume 51, RA 9949 – RA 9970

Undated	Plaintiffs' Trial Exhibit 10026	Volume 51, RA 9971 – RA 10016
Undated	Plaintiffs' Trial Exhibit 10027	Volume 52, RA 10017 – RA 10113
Undated	Plaintiffs' Trial Exhibit 10028	Volume 52, RA 10114 – RA 10192
Undated	Plaintiffs' Trial Exhibit 10029	Volume 52, RA 10193 – RA 10210
Undated	Plaintiffs' Trial Exhibit 10030	Volume 52, RA 10211 – RA 10232
Undated	Plaintiffs' Trial Exhibit 10031	Volume 53, RA 10233 – RA 10404
Undated	Plaintiffs' Trial Exhibit 10032	Volume 54, RA 10405 – RA 10428
Undated	Plaintiffs' Trial Exhibit 10033	Volume 54, RA 10429 – RA 10451
Undated	Plaintiffs' Trial Exhibit 10034	Volume 54, RA 10452 – RA 10471
Undated	Plaintiffs' Trial Exhibit 10035	Volume 54, RA 10472 – RA 10503
Undated	Plaintiffs' Trial Exhibit 10047	Volume 54, RA 10504 – RA 10547
Undated	Plaintiffs' Trial Exhibit 10048	Volume 54, RA 10548 – RA 10595
Undated	Plaintiffs' Trial Exhibit 10049	Volume 55, RA 10596 – RA 10646

Undated	Plaintiffs' Trial Exhibit 10050	Volume 55, RA 10647 – RA 10708
Undated	Plaintiffs' Trial Exhibit 10051	Volume 55, RA 10709 – RA 10709
Undated	Plaintiffs' Trial Exhibit 10052	Volume 55, RA 10716 – RA 10772
Undated	Plaintiffs' Trial Exhibit 20002 – Part 1	Volume 56, RA 10773 – RA 10972
Undated	Plaintiffs' Trial Exhibit 20002 – Part 2	Volume 57, RA 10973 – RA 11163
Undated	Plaintiffs' Trial Exhibit 20021	Volume 57, RA 11164 – RA 11187
Undated	Plaintiffs' Trial Exhibit 20027	Volume 58, RA 11188 – RA 11191
Undated	Plaintiffs' Trial Exhibit 20028	Volume 58, RA 11192 – RA 11195
Undated	Plaintiffs' Trial Exhibit 20045	Volume 58, RA 11196 – RA 11209
Undated	Plaintiffs' Trial Exhibit 20046	Volume 58, RA 11210 – RA 11232
Undated	Plaintiffs' Trial Exhibit 20053	Volume 58, RA 11233
Undated	Plaintiffs' Trial Exhibit 30001	Volume 58, RA 11234
Undated	Plaintiffs' Trial Exhibit 30003	Volume 58, RA 11235 – RA 11245
Undated	Plaintiffs' Trial Exhibit 30016	Volume 58, RA 11246 – RA 11282

Undated	Plaintiffs' Trial Exhibit 30017	Volume 58, RA 11283 – RA 11293
Undated	Plaintiffs' Trial Exhibit 30018	Volume 59, RA 11294 – RA 11296
Undated	Plaintiffs' Trial Exhibit 30019	Volume 59, RA 11297 – RA 11398
Undated	Plaintiffs' Trial Exhibit 30020	Volume 59, RA 11399 – RA 11416
Undated	Plaintiffs' Trial Exhibit 30021	Volume 59, RA 11417 – RA 11437
Undated	Plaintiffs' Trial Exhibit 30022	Volume 59, RA 11438 – RA 11454
Undated	Plaintiffs' Trial Exhibit 30023	Volume 59, RA 11455 – RA 11470
Undated	Plaintiffs' Trial Exhibit 30024	Volume 59, RA 11455 – RA 11470
Undated	Plaintiffs' Trial Exhibit 30025	Volume 59, RA 11471 – RA 11483
Undated	Plaintiffs' Trial Exhibit 30026	Volume 59, RA 11484 – RA 11489
Undated	Plaintiffs' Trial Exhibit 30027	Volume 60, RA 11490 – RA 11499
Undated	Plaintiffs' Trial Exhibit 30028	Volume 60, RA 11500 – RA 11534
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
---------	--	-----------------------------------

DATED this 28th day of October 2021.

JOHN W. MUIJE & ASSOCIATES

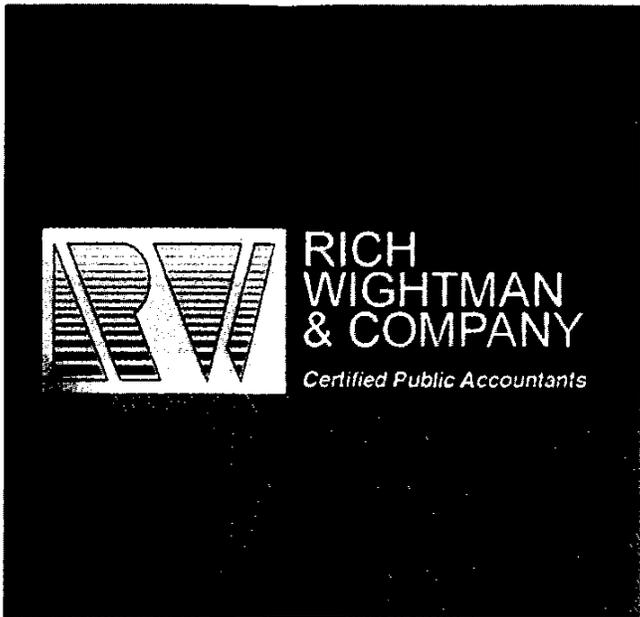
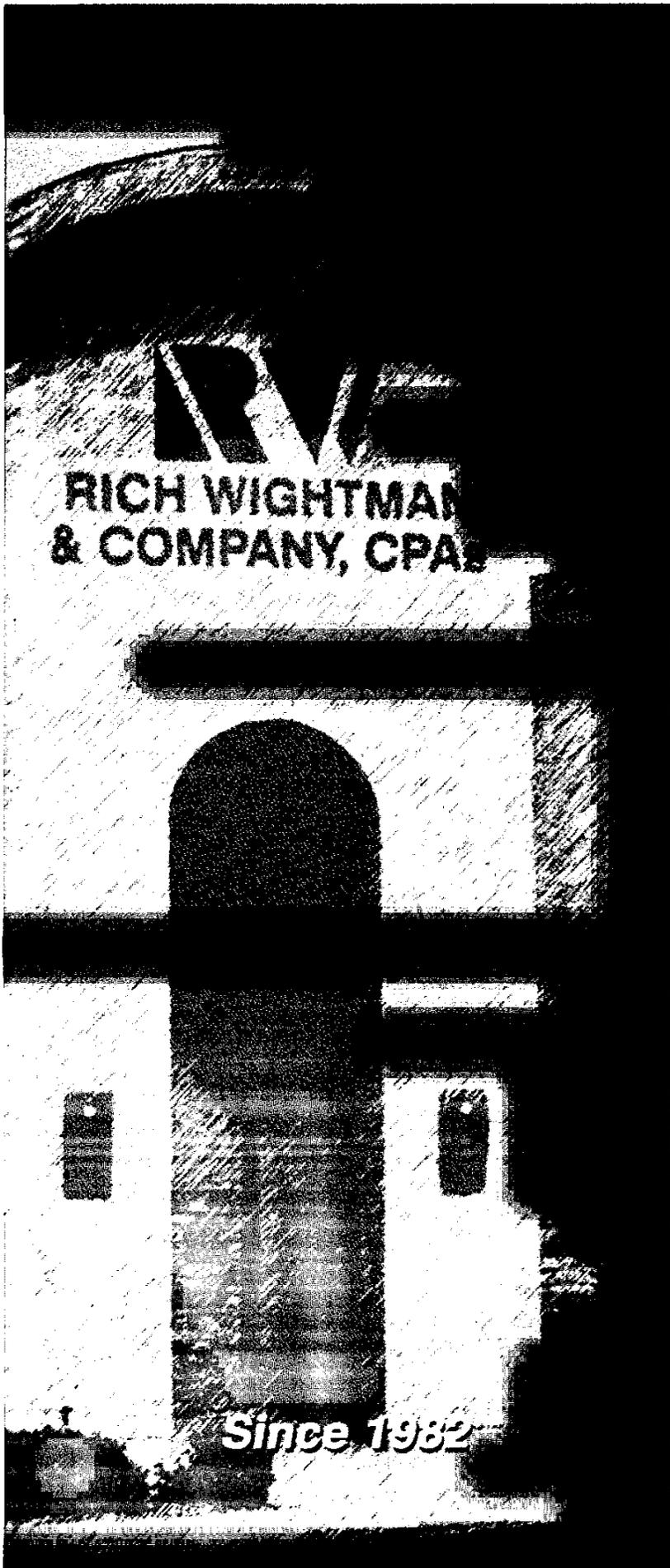
/s/ John W. Muije, Esq.
JOHN W. MUIJE
Nevada Bar No. 2419
3216 Lone Canyon Court
N. Las Vegas, NV 89031
(702) 386-7002
jmuije@mujelawoffice.com
Attorney for Respondents

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 45 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



Since 1982

DISTRICT COURT
CLARK COUNTY, NEVADA
CASE NO: A-16-740689-B

RUSSELL L. NYPE; REVENUE PLUS, LLC,
DOES I through X; DOE CORPORATIONS I through X;
and DOES PARTNERSHIPS I through X,

VS.

DAVID J. MITCHELL; BARNET LIBERMAN; LAS VEGAS LAND PARTNERS, LLC;
MEYER PROPERTY, LTD; ZOE PROPERTY, LLC; LEAH PROPERTY, LLC; WINK ONE,
LLC; LIVEWORK, LLC; LIVEWORK MANAGER, LLC; AQUARIUS OWNER, LLC; LVLP
HOLDINGS, LLC; MITCHELL HOLDINGS, LLC; 305 LAS VEGAS, LLC; L/W TIC
SUCCESSOR, LLC; FC/LW VEGAS, LLC; CASINO COOLIDGE, LLC; DOES I through III
and ROE CORPORATIONS I through III

Expert Report of

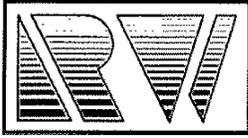
Rich, Wightman & Company, CPAs, LLC
Mark D. Rich, CPA, CFF

January 11, 2019

RICH00002

50028-0002
Case No.: A-16

RA 008576



**RICH
WIGHTMAN
& COMPANY**
Certified Public Accountants
(A Limited Liability Company)

1301 SOUTH JONES BOULEVARD
LAS VEGAS, NEVADA 89146

PHONE: (702) 878-0959
FAX: (702) 878-1325

Russell L. Nype
c/o John Muije, Esquire
John W. Muije & Associates
1840 E. Sahara Ave #106
Las Vegas, NV 89104

I have been engaged to provide expert witness and litigation consultation services on behalf of the following Plaintiffs in this case, Russell L. Nype (hereinafter Nype) and Revenue Plus, LLC (hereinafter Revenue Plus); (hereinafter collectively Plaintiffs). Attached as Exhibit **RWCO 001** is a copy of my Curriculum Vitae, including case history, publications and billing rates. Attached as Exhibit **RWCO 002** is a copy of our engagement letter. The fees charged pursuant to our engagement letter are not contingent on our opinion or the outcome of this case. I am the founding partner of Rich, Wightman & Company, CPAs, LLC (hereinafter RWCO). I have over 37 years of experience practicing as a Certified Public Accountant (CPA) and providing litigation support services. I am also Certified in Financial Forensics (CFF) by the American Institute of Certified Public Accountants (AICPA). Over the course of my career, I have provided litigation consultations, performed forensic procedures, calculated damages, given testimony, and prepared reports related to various complex litigation issues in my fields of expertise.

As part of this engagement, we have been asked to analyze numerous financial and other data to determine if there is any merit pertaining to certain claims asserted by Plaintiffs against Defendants: David J. Mitchell (hereinafter Mitchell); Barnet Liberman (hereinafter Liberman); Las Vegas Land Partners (hereinafter LVLP); Meyer Property, LTD (hereinafter Meyer); Zoe Property, LLC (hereinafter Zoe); Leah Property, LLC (hereinafter Leah); Wink One, LLC (hereinafter Wink); LiveWork, LLC (hereinafter LiveWork); LiveWork Manager, LLC (hereinafter LiveWork Manager); Aquarius Owner, LLC (hereinafter Aquarius); LVLP Holdings (hereinafter LVLP Holdings); Mitchell Holdings, LLC (hereinafter Mitchell Holdings); 305 Las Vegas, LLC (hereinafter 305); L/W TIC Successor, LLC (hereinafter L/W TIC); FC/LW Vegas, LLC (hereinafter FC/LW); Casino Coolidge, LLC (hereinafter Coolidge); (hereinafter collectively as Defendants). The documents provided and analyzed for this engagement are those listed in Exhibit **RWCO 003**. While certain of these documents may be referenced and included as exhibits within our report, they have not been attached in their entirety due to their copious nature.

CASE BACKGROUND

Based on our analysis of the documents provided, Plaintiff obtained a judgement (Eighth Judicial District Court in Clark County Nevada under Case No. A551073) against LVLP on or about April 10, 2015 in the amount of \$2,608,797.50 plus costs of action in the amount of \$140,665.63 related to prior business dealings with LVLP, its associate entities and its principals Liberman and Mitchell. Additionally, pre-judgement interest on awarded costs was calculated to be \$23,927.48 and post-judgement interest to the date of this report is calculated to be approximately \$1,695,126.40 Exhibit **RWCO 004**. In the initial case, Nype sought compensation from Defendants which he earned during the course of the parties' ongoing business dealings regarding the development of numerous Las Vegas real estate holdings and eventual sale to Forest City (hereinafter FC) in June 2007. Both during the initial proceedings and after defaulting on the obligation of compensation to Nype, Liberman and Mitchell created various affiliated and associated entities as a part of an asset protection scheme to defeat and avoid Plaintiff's rights under the judgement. Defendants also undertook actions related to multiple real property transfers and transferred millions of dollars to its principals Liberman and Mitchell which rendered LVLP insolvent and unable to pay its debts as they matured.

We have been asked to determine whether there is any merit to certain Plaintiff claims by providing our expert opinion based on the aforementioned evidence and other information obtained during our engagement that:

1. Defendants in concerted action developed and implemented a sophisticated scheme for the purposes of secreting, hiding and conveying away valuable assets that were available to satisfy Plaintiff's judgement against LVLP.
2. Defendants transferred millions of dollars in funds between themselves, including substantial distributions to principals Liberman and Mitchell during a time in which Plaintiff's claims were reasonably known.
3. Defendants' actions have effectively rendered LVLP insolvent and unable to pay its debts.
4. Defendants Liberman and Mitchell were and are the alter ego of their Defendant entities; Liberman and Mitchell did and still dominate, influence and control the Defendant entities; the individuality and separateness of the Defendants was and remains nonexistent; Defendant entities comingled funds, revenues, expenses, assets, liabilities and contributed capital; an injustice and fraud will result if the theoretical separateness of the Defendant entities is not disregarded.

SUMMARY CONCLUSION

Based on our analysis of the produced documents and the procedures performed, the evidence indicates that but for this legal action, Defendants would have been successful in secreting, hiding and conveying away valuable assets totaling at least \$13,168,259.85 that were available to satisfy Plaintiff's judgement against LVLP.

The produced documents and procedures performed indicate that Defendants transferred millions of dollars in funds between themselves, including repayment of indebtedness and payment of substantial distributions to principals Liberman and Mitchell totaling at least \$15,148,339 during a time in which Plaintiff's claims were reasonably known, thus rendering LVLP insolvent.

The produced documents and procedures performed also indicate that Defendants Liberman and Mitchell were and are the alter ego of their Defendant entities. We noted Liberman and Mitchell did and still dominate, influence and control the Defendant entities. We also noted the individuality and separateness of the Defendants was and remains nonexistent as evidenced by Defendant entities comingling of funds, revenues, expenses, assets, liabilities and contributed capital, thus making it virtually impossible to identify transactions by entity.

The produced documents are indicative of an ongoing accounting methodology whereby Defendants have used funds available to satisfy Plaintiff's judgement against Defendant entities by making specifically directed payments to preferred creditors totaling at least \$6,989,408.55. Accordingly, the aforementioned diverted amounts that were constructively available to satisfy Plaintiff's judgement against LVLP totals at least \$35,306,007.40.

It is our understanding discovery is ongoing and we anticipate receiving additional pertinent subpoenaed information to incorporate into our analyses. We expect such subsequent analyses will add to the quantified amount Defendants have been secreting, hiding and conveying away that would have been available to satisfy Plaintiff's judgement against LVLP.

DEFENDANT TRANSFERS

305 Las Vegas, LLC Note Payable Due To LiveWork, LLC

Based on the analyzed documents, we have identified an unpaid note and accrued interest owing to LiveWork, in excess of \$13,168,259.85, Exhibit **RWCO 005**. The amount owed relates to a sale of property on May 2, 2007 to 305 consisting of Land, Building and Improvements located at 300 and 320 Charleston Blvd, Las Vegas, Nevada. It should be noted 305 is a single member Limited Liability Company currently owned by 305 Second Avenue Associates (hereinafter 305 Second Avenue). As a part of the \$25,000,000 sale, LiveWork accepted a secured note in the amount of \$5,000,000 as to which \$700,000 was immediately repaid. The remaining \$4,300,000 was to be paid to LiveWork in 36 equal monthly installments of \$147,377, including interest at the rate of 14.7% per annum. The unpaid secured note including interest matured on May 2, 2010. At December 31, 2012 the Independent Auditors' Report of 305 Second Avenue reported the total amount in arrears on the note owing to LiveWork to be \$6,980,518 as stated in Note 8 to the Financial Statements, Bates 305LV05821. The Auditors of 305 Second Avenue reported in their December 31, 2013 audit that "*No additional interest was accrued for 2013 because management anticipates that interest will not be paid to the lender*" and indicated the entire amount owing to LiveWork was in default as stated in Note 5 to the Financial Statements, Bates 305LV05836. The Auditors reported a "*Write-off Due to Live Work, LLC \$6,980,518*" in the December 31, 2014 Statement of Cash Flows of 305 Second Avenue, Bates 305LV05848. Accordingly, the amounts owing to LiveWork on the sale to 305 no longer exist on the December 31, 2014 audited Balance Sheet of 305 Second Avenue, Bates 305LV05844.

The above referenced proceeds from the sale of property on May 2, 2007 by LiveWork to 305 have been traced to the 2007 tax return of LVLP Holdings and property records summarized in our parcel tracking analysis, Exhibit **RWCO 006**. Most importantly, the \$6,980,518 secured note and accrued interest owing to LiveWork do not appear on the books and records used to prepare the tax returns of LVLP Holdings in 2012 and 2013, Exhibit **RWCO 007**.

On May 2, 2007, Charleston Casino Partners (hereinafter Charleston Casino) entered into a 49 year lease with 305 to lease the properties located at 300 and 320 Charleston. The Auditors of 305 Second Avenue reported in Note 9 of their December 31, 2014 audit that Charleston Casino did not pay accrued rent totaling \$11,835,058 through December 31, 2012, as required under the terms of the lease. Additionally, no additional rent was accrued after that date. The Auditors also reported that the full amounts in arrears "*was charged to Bad Debts expense*". We determined from the tax return of 305 Second Avenue that Liberman is one of the General Partners. Furthermore, Note 11 of the December 31, 2013 audit report states "*One of the General Partners of Associates is also a principal of the lessee*", Bates 305LV05839.

The distinguishing factor between fraud and error is whether the underlying action is determined to be intentional. Based on the evidence produced, one or more principals of the Defendants represented to their Auditors the existence of a secured note owing to LiveWork, while at the same time the same principal(s) represented in the accounting records and tax returns of LVLP Holdings that the secured note did not exist. This act of omission in the accounting records and tax returns of LVLP Holdings is evidence of an intentional misrepresentation of a material fact by Defendant principals to conceal an asset from a judgement creditor.

We determined that the secured note owing to LiveWork could have been repaid if the rents owing by Charleston Casino would have been paid according to the long-term lease agreement. Similarly, numerous other remedies were also available to Defendants such as contributions of capital, loans, and sales of property. But for this legal action, Defendants would have been successful in secreting, hiding and conveying away valuable assets totaling \$13,168,259.85 related to the LiveWork secured note that were available to satisfy Plaintiff's judgement against LVLP.

The Independent Auditors' Reports of 305 Second Avenue covering the audit periods 2012, 2013, and 2014 are included in Exhibit **RWCO 008**.

Casino Coolidge, LLC Property Purchase From Leah Property, LLC

Based on the analyzed documents, we have determined that on December 17, 2014 Coolidge, a Defendant entity managed by Principal Liberman, purchased property for \$1,000,000 from Defendant entity Leah, a single member entity owned by LVLP. It should be noted that Coolidge was no longer owned by LVLP at the time of the sale. We determined that the property was originally purchased for \$3,239,637. The transaction and related (loss) on the sale were recorded in the general ledger of LVLP Holdings using journal entries summarized at Exhibit **RWCO 009**.

The produced documents and procedures performed indicate that the transaction transferred millions of dollars between Defendants during a time in which Plaintiff's claims were reasonably known, thus rendering LVLP insolvent.

It is our understanding discovery is ongoing and we anticipate receiving additional pertinent subpoenaed information to incorporate into our analyses. We expect such subsequent analyses will add to the quantified amount Defendants have been secreting, hiding and conveying away that would have been available to satisfy Plaintiff's judgement against LVLP.

Distributions from LVLV Holdings to Liberman and Mitchell

Based on our analysis, it is evident from the produced documents that Liberman and Mitchell reported distributions totaling \$15,148,339 on the LVLV Holdings tax returns from 2007 to 2016. It should be noted that a produced supporting schedule, Bates SPZ000437, does not agree with the tax return excerpts included in Exhibit **RWCO 010**.

We determined the net cash proceeds available for use as working capital arising from the initial sale to FC from LiveWork in June 2007 was \$5,189,508.38, not including \$430,068 withheld in the closing specifically for Plaintiff that was never paid by Defendants. Based on fragmentary accounting records, the net cash proceeds arising from the LiveWork sale to 305 in May 2007 was approximately \$3,500,000.

We also found loan schedules in the produced documents reflecting accrued interest calculations, Bates SPZ000854 to 859, related to purported loans and repayments to/from Defendant entities by principals Liberman and Mitchell. We also found conflicting contributed capital/distribution schedules to/from Defendant entities by principals Liberman and Mitchell for the same amounts, Bates SPZ000861 to 868, Exhibit **RWCO 011**. It is evident from our procedures that there was a conscious attempt to recharacterize millions of dollars in capital contributions and distributions as loan activity in an attempt to conceal funds available to satisfy Plaintiff's judgement against Defendant entities.

The produced documents are indicative of an ongoing accounting methodology whereby Defendants have used funds available to satisfy Plaintiff's judgement against Defendant entities by making specifically directed payments to preferred creditors. We determined that capital contributions to LVLV Holdings are consistently followed by disbursements to creditors totaling a similar or same amount. We also determined that Defendant principal Mitchell contributed capital totaling at least \$6,989,408.55 related to specific preferred creditors over the course of several years. Exhibit **RWCO 012** illustrates the methodology used for preferred payments to creditors by comparing capital contributions listed on the "David Mitchell-Amounts Paid" schedule, Bates SPZ000876 to 880, with deposits and subsequent disbursements listed in the cash account activity of the 2014 LVLV general ledger, Bates SPZ000900 to 909. Additional Defendant schedules reflecting similar disbursements can also be found at Bates MIT000734 to 744 and LVLV000113. It is important to note there is no evidence that such contributed capital has ever been designated or associated to a specific Defendant entity.

A lack of individuality and separateness of the Defendants caused all distributions and repayments of loans to principals Liberman and Mitchell to be virtually impossible to distinguish by their nature or associate by entity. Accordingly, the above referenced distributions and repayments are reflective of funds available to satisfy Plaintiff's judgement against LVLV during a time in which Plaintiff's claims were reasonably known. Additionally, the above actions have effectively rendered LVLV insolvent and unable to pay its debts.

Distributions/Repayment of Loans from Forest City Entities

As previously discussed, Nype sought compensation from Defendants which he earned during the course of the parties' ongoing business dealings regarding the development of numerous Las Vegas real estate holdings and eventual sale to FC in June 2007. More specifically, using two entities, FC Vegas 39, LLC (hereinafter FC39) and FC Vegas 20, LLC (hereinafter FC20), FC purchased an

aggregate 60% equity interest in certain parcels delineated and tracked in Exhibit **RWCO 013** for \$82,357,574.67 and arranged refinancing through KeyBank. The original Final Settlement Statement can be found at Exhibit **RWCO 014**. As a part of the initial sale, LiveWork, FC39 and FC20 entered into Tenants In Common Agreements (hereinafter TIC) to set forth the respective rights and obligations with respect to the numerous parcels included in the transaction. Subsequent to the initial sale, LiveWork, FC39 and FC20 began to transfer the parcels into various other entities to develop, lease, and/or sell. Significant parcel transactions include the Regional Transportation Center (hereinafter RTC) and Las Vegas City Hall (hereinafter City Hall). Additionally, a block of parcels were transferred to FC/LW and subsequently sold. It should be noted that the RTC transaction includes a 40 year lease that provides rental revenue totaling over \$106,000,000 through January 2048. See Exhibit **RWCO 015** for our reconstructed details of the parcels by transaction. We noted the FC TICs were later modified to effectively reduce Plaintiff entities' share from 40% to 10% in order to repay loans and advances made by FC, despite the fact that the original TIC already contemplated and provided for capital calls.

The produced documents and procedures performed indicate that Defendants transferred millions of dollars in funds between themselves, including repayment of indebtedness and payment of substantial distributions to principals Liberman and Mitchell during a time in which Plaintiffs' claims were reasonably known, thus rendering LVLP insolvent and able to meet FC capital requirements.

It is our understanding discovery is ongoing and we anticipate receiving additional pertinent subpoenaed information to incorporate into our analyses of the FC income, expenses and distributions. We expect such subsequent analyses will add to the quantified amount Defendants have been secreting, hiding and conveying away that would have been available to satisfy Plaintiff's judgement against LVLP.

COMINGLING OF FUNDS BY DEFENDANTS

Based on our analysis of the produced documents and the procedures performed, the evidence indicates that Defendants have and continue to blatantly comeingle funds and activities. Defendant entities under the name of "Las Vegas Land Partners, LLC" used the same bank accounts to deposit funds and disburse funds, including distributions to the principals Liberman and Mitchell from at least 2006 to 2015, making it virtually impossible to identify transactions by entity, Exhibit **RWCO 016**. Defendant entities use and have used the same general ledger to post all entries under the name of "Las Vegas Land Partners", making it virtually impossible to identify transactions by entity. Page 1 of General Ledgers for each year can be found at Exhibit **RWCO 017**. Defendant entities filed one tax return from its inception in 2005 to 2016 under the name of LVLP Holdings, making it virtually impossible to identify transactions by entity. It should be noted that the Defendant entities combined within the tax returns and identified by the tax preparer include approximately 14 separate single member entities, Exhibit **RWCO 018**. The comingling of activity also includes principals Liberman and Mitchell as evidenced by personal loans from various banks which are included in the LVLP records and general ledger, Exhibit **RWCO 019**. Additionally, Defendants used journal entries to post comeingled transactions from at least 2006 to 2016, many of which reflect millions of dollars in transactions related to principals Liberman and Mitchell, making it virtually impossible to identify transactions by purpose and/or entity. Excerpts of LVLP Adjusting Journal Entries can be found at Exhibit **RWCO 020**. It should be noted that during 2016 and shortly after Plaintiff's judgement was obtained, Defendants entirely stopped using bank accounts and instead began using

journal entries to post entries apparently transacted personally by principals Liberman and Mitchell, Exhibit **RWCO 021**.

Principal Liberman testified in his deposition of October 10, 2018 that he did not see a need to keep separate records between the Defendants. When asked, "*Given that they all appear to run through one ledger and one checkbook, how are you able to allocate income and expenses between those entities?*" he answered: "*I don't know why we would.*" Liberman goes on to answer "*Why would we? It all was part of--they were all derivative from one entity, and all the money came in and all of the money went out. Did it matter that I took a cab from one piece of property to another piece of property? No. I don't see why it mattered*", Exhibit **RWCO 022**.

The produced documents and procedures performed also indicate that Defendants Liberman and Mitchell were and are the alter ego of their Defendant entities. We noted Liberman and Mitchell did and still dominate, influence and control the Defendant entities. We also noted the individuality and separateness of Defendants was and remains nonexistent as evidenced by Defendant entities comingling of funds, revenues, expenses, assets, liabilities and contributed capital, thus making it virtually impossible to identify transactions by entity.

It is our understanding discovery is ongoing and we anticipate receiving additional pertinent subpoenaed information to incorporate into our analyses. We expect such subsequent analyses will add to the quantified amount Defendants have been secreting, hiding and conveying away that would have been available to satisfy Plaintiff's judgement against LVLP.

ACCOUNTING RECORDS

Historical Accountings:

As part of this engagement, we conducted significant analyses of the Defendant entities' historical accountings to determine if their respective accountings were performed separately, completely and accurately and whether they contained any fraudulent or improper accountings. Part of this analysis consisted of analyzing thousands of pages of financial documents including audited financial statements of a related entity, income tax returns, internal-management purpose financial statements, banking information, check registers and general ledger accounting records, among other documents.

We found that Defendant entities' records are fragmentary and incomplete, lacking supporting underlying documents and cannot be relied upon. We also noted the individuality and separateness of the accounting records is nonexistent as evidenced by Defendant entities comingling of funds, revenues, expenses, assets, liabilities and contributed capital, thus making it virtually impossible to identify transactions by entity.

Internal Controls:

The Committee on Sponsoring Organizations (COSO) defines internal controls as "*the process designed to provide reasonable assurance regarding the achievement of objectives in the following categories: a) reliability of financial reporting, b) effectiveness and efficiency of operations, and c) compliance with applicable laws and regulations.*" A company with strong and effective internal controls is one in which fraud is less likely to occur whereas a company with weak and ineffective internal controls is one in which fraud is more likely to occur.

As part of our procedures we assessed the existence of accounting policies, procedures and internal controls and the effectiveness of such internal controls. After doing so, we noted that each of the entities have virtually no controls to govern payables, receivables, cash management, fixed assets, debts, month-end closings, revenues, operating expenses, contracts, and financial reporting to name a few. It is apparent that the accounting records include personal transactions, postings comingled from multiple entities, and unknown adjusting journal entries totaling millions of dollars each year. The LVLP general ledger simply represents a collection of transactions whose postings are controlled and directed by principals Liberman and Mitchell.

We determined that the accounting records of Defendants are materially inconsistent with regard to the Independent Auditors' Reports of the 305 Second Avenue payable to LiveWork in the amount of \$6,980,518. But for this legal action, Defendants would have been successful in secreting, hiding and conveying away valuable assets totaling \$13,168,259.85 related to the LiveWork amount due that should have been available to satisfy Plaintiff's judgement against LVLP.

Control Environment:

During the depositions of Liberman and Mitchell, we noted the overall Control Environment with regard to Defendant entities and specifically the collective *tone at the top of the organizations* or in other words, management's conveyed attitudes towards behavior, was cavalier regarding the importance of management maintaining individuality and separateness of each entity, the necessity of accurate postings, and ensuring retention of supporting records.

Accountant' Records

Our procedures included conducting significant analyses of the Defendant entities outside accountant Firm's data to determine if their respective accountings were performed separately, completely and accurately and whether they contained any fraudulent or improper accountings. We found that the records of the outside accounting Firm are similarly fragmentary and incomplete, lacking supporting underlying documents and cannot be relied upon. An example of the extreme condition of the accounting records is best illustrated by the "LVLP Holdings" schedule of "Unallocated contributions from partners" totaling \$3,531,239.33, Exhibit **RWCO 023**.

We also noted the individuality and separateness of the accounting records was and remains nonexistent as evidenced by Defendant entities comingling of funds, revenues, expenses, assets, liabilities and contributed capital, thus making it virtually impossible to identify transactions by entity. It is apparent that the accounting records of the outside accountant also include personal transactions, postings of unknown adjusting journal entries totaling millions of dollars each year, resulting in a collection of transactions deemed appropriate by principals Liberman and Mitchell.

Additionally, the outside accounting Firm's records revealed the ongoing spoliation of critical accounting evidence covering a period of several years. As a result, detailed accounting records have been destroyed for 2005, 2006, 2007, 2008, 2009, 2010, 2011, and 2012 by the accounting Firm of SKE Group, LLC (hereinafter SKE) and its principal Sam Spitz, CPA (hereinafter Spitz). Spitz claims that a provision in his engagement letters allows him to destroy records after a three (3) year period, Exhibit **RWCO 024**. Ultimately, it is the Defendant entities' principals Liberman and Mitchell who allowed the spoliation of documents by not retrieving them before they were destroyed.

It should be noted that Spitz's engagement letters indicate SKE's agreed upon work "*does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist.*" Based on Spitz's deposition, it is evident that he simply followed the instructions of principals Liberman and Mitchell.

It is our understanding discovery is ongoing and we anticipate receiving additional pertinent subpoenaed information to incorporate into our analyses of SKE's records. We expect such subsequent analyses will add to the quantified amount Defendants have been secreting, hiding and conveying away that would have been available to satisfy Plaintiff's judgement against LVLP.

PUNITIVE DAMAGES:

Just as the court will make the ultimate determination as to Defendant's causation, it also has discretion in rendering punitive damages. To make this determination, the Court will need to ascertain Defendant's wealth and financial condition to adequately punish a wealthy wrongdoer and ensure that Defendant is capable of satisfying any rendered punitive damages.

We have been informed by Plaintiff's counsel that we are precluded from performing our analysis at this time but anticipate being able to do so in the future. As such, we anticipate supplementing this report to address this matter.

CONCLUSION:

Based on our analysis of the produced documents and the procedures performed, the evidence indicates that but for this legal action, Defendants would have been successful in secreting, hiding and conveying away valuable assets totaling at least \$13,168,259.85 that were available to satisfy Plaintiff's judgement against LVLP.

The produced documents and procedures performed indicate that Defendants transferred millions of dollars in funds between themselves, including repayment of indebtedness, and payment of substantial distributions to principals Liberman and Mitchell totaling at least \$15,148,339 during a time in which Plaintiff's claims were reasonably known, thus rendering LVLP insolvent.

The produced documents and procedures performed also indicate that Defendants Liberman and Mitchell were and are the alter ego of their Defendant entities. We noted Liberman and Mitchell did and still dominate, influence and control the Defendant entities. We also noted the individuality and separateness of Defendants was and remains nonexistent as evidenced by Defendant entities comingling of funds, revenues, expenses, assets, liabilities and contributed capital, thus making it virtually impossible to identify transactions by entity.

The produced documents are indicative of an ongoing accounting methodology whereby Defendants have used funds available to satisfy Plaintiff's judgement against Defendant entities by making specifically directed payments to preferred creditors totaling at least \$6,989,408.55. Accordingly, the aforementioned diverted amounts that were constructively available to satisfy Plaintiff's judgement against LVLP totals at least \$35,306,007.40.

It is our understanding discovery is ongoing and we anticipate receiving additional pertinent subpoenaed information to incorporate into our analyses. We expect subsequent analyses will add to the quantified amount Defendants have been secreting, hiding and conveying away that would have been available to satisfy Plaintiff's judgement against LVLP.

This report, with attached exhibits, is intended solely for the above referenced matter and should not be used for any other purpose without prior written authorization. In the event that additional information is received we retain the right to supplement or amend our report.

Rich, Wightman & Company, CPAs, LLC



Mark D. Rich, CPA, CFF
Founding Partner

Exhibit RWCO 001

RICH00013

50028-0013
Case No.: A-16

RA 008587

**Mark D. Rich
Certified Public Accountant
Certified In Financial Forensics**

Rich, Wightman & Company
1301 S. Jones Blvd.
Las Vegas, Nevada 89146
(702) 878-0959

EDUCATION/CERTIFICATIONS:

Licensed by the State of Nevada as a Certified Public Accountant -July, 1981

Certified in Financial Forensics, CFF (AICPA designation)

BSBA - Accounting. University of Nevada, Las Vegas - May, 1979 (With Distinction)

PROFESSIONAL EXPERIENCE:

1-96 to Present	Rich, Wightman & Company, CPA's, Managing Partner
2-94 to 1-96	Mark Rich & Company, CPA's, Managing Partner
4-82 to 2-94	Mark D. Rich, CPA, P.C.
6-79 to 3-82	McGladrey Pullen, CPAs
9-77 to 5-79	Oesterle & Company

PROFESSIONAL MEMBERSHIPS:

Nevada Society of CPA's

Past: Elected to Board of Directors
Served on Financial Accounting Standards Committee
Served on Litigation Consulting Services Committee
Served on various other committees since 1981

American Institute of Certified Public Accountants

American Institute of Certified Public Accountants, Certified in Financial Forensics

Association of Certified Fraud Examiners

Institute of Internal Auditors (inactive)

Participant in AICPA/Nevada Society Quality Review Program (Peer Review)

Phi Kappa Phi Honor Society

UNLV Alumni Association Board Member

UNLV Planned Estate Giving Advisors Council

Enrolled to Practice before Gaming Control Board

Served on Board of Directors of Habitat for Humanity (CFO)

Industry Partner in Institute of Real Estate Management (IREM)

SPECIALIZED AREAS OF INDUSTRY EXPERIENCE:

Construction
Real Estate and Development
Mortgage Banking
Retail
Gaming
Transportation
Professionals
Estate and Trust
Not-For-Profit/Charitable Organizations
Manufacturing
Wholesale Distributors

RICH00014

**50028-0014
Case No.: A-16**

RA 008588

PUBLICATIONS:

National Business Institute: Real-Life Ethics for Nevada CPAs

ADDITIONAL TRAINING AND PROFESSIONAL COURSES:

AFCE International Global Fraud Conferences
Forensic and Fraud Interview Conference
AICPA Family Law Conference
Forensic Accounting and Fraud GCB
Certified Audit Preparation and Disclosure
Financial Statement Analysis
Yellow Book Audits and Controls
Estate Planning Utilizing Charitable Entities
Advanced Reviewed and Compiled Financial Statement Preparation
Forensic Accounting Conference
Forensic Electronic Data Analysis and Retrieval
Litigation Strategies
Fraud Detection and Calculations of Losses
Business Valuations
Construction Claims
Bankruptcy
Divorce
Damage Studies
Employee Theft Investigations
High Income Individual Tax Strategies
Estate Planning for High Income Individuals
Estate Planning for the Small Business Owner
Advanced Partnership Taxation
Individual Taxation
S-Corporation Taxation
Partnership Taxation
Trust Taxation
Estate Taxation
Advanced Reviewed and Compiled Financial Statement Preparation
Contractors Tax and Accounting Strategies
Gaming MICS

FIRM BILLING RATES EFFECTIVE 2019:

Partner	\$275-\$375
Manager	\$200-\$275
Supervisor	\$175-\$200
Senior	\$125-\$175
Staff	\$ 70-\$125
Admin.	\$ 70

RICH00015

50028-0015
Case No.: A-16

RA 008589

SIGNIFICANT CASE HISTORY:

Type	Court	Status	Client	Attorney
Damage	District/Depo	Report/Settled	So. West/MGM	Galane
Bankruptcy	Federal/Testified	Valuation	Steel	Foley
Damage	District/Depo	Special Master/Closed	Brokerage	Massey
Damage	District/Testified	Report/Closed	Irish	McGarry
Bankruptcy	Federal/Testified	Closed	Nevco	Kane
Bankruptcy	Federal/Testified	Court Appt/Closed	Rojac	Kane
Valuation	District	Report/Settled	Defonseka	Mitchell
Damages	District	Settled	Covington	Mitchell
Valuation	District	Settled	Fraizer	Frame
Divorce	District	Closed	Day & Night	Frame
Fraud	District	Closed	Soubry	Alverson
Tax Criminal	Federal/Testified	Closed	Nevco	Kelesis
Tax Civil	Federal	Closed	Haught	Lieberman
Criminal	District	Closed	Fidelity	DA
Criminal	District	Closed	So NV Movers	DA
Criminal	District	Closed	RH & M	DA
Criminal	District	Closed	Acoustical	DA
Valuation	District	Report/Closed	Worthen	McGarry
Damages	District/Depo	Closed	LVGT	Frame
Valuation	District	Settled	Eastern NV	Hunt
Estate	District/Depo	Settled	Clark	Morris/Cook
Tax	Federal/Depo	Closed	Clark	Silets
Tax Criminal	Federal	Closed	Kloehn	Katz
Damage	District/Testified	Closed	Gilcrease	Cook
Damage	District	Closed	Yerramsetti	Cook
Estate	District	Report	Ward	Cook
Damage	Arbitration/Testified	Closed	National	Ellis
Damage	Arbitration/Testified	Report/Closed	Massanari	Albright
Estate	District	Report/Closed	Heatley	Lowe
Damage	District	Report/Settled	Sands	Morris
Estate	District	Report/Settled	Danner	Morgan
Damage	District/Testified	Report	Desert Land	Peterson
Tax Civil	Federal/Depo	Settled	Behnen	Aloi
Divorce	Family	Consultant	n/a	Kainen
Divorce	Family/Testified	Report	Keeter	LoBello
Divorce	Family/Depo	Report/Settled	Bloch	Ecker
Divorce	Family	Settled	Costello	Ecker
Divorce	Family	Consultant	Higgins	Kainen
Damage	District/Testified	Report/Forensic	CBC	Marquis
Divorce	Family	Report	McGill	Ecker/LoBello
Damage	District	Consultant	CSI	Hutchison
Damage	District	Consultant	Revenue Plus	Carroll
Recovery	Federal	Report/Forensic	FDIC	McCoy/Morris
Consultant	District	Consultant	Forsman	Marquis
Damage	District	Report	Emerald	Carroll
Damage	District	Report	PT Corp.	Sylvester
Damage	District	Rebuttal	Renown	Peterson
Damage	District	Consultant	MGM	Morris
Damage	District	Rebuttal	Harris/LVB	Marquis
Consulting	Various	Forensic	NV Attorney Gen	Various
Consulting	Federal/Testified	Consultant	T. Hunt	Johnson
Damage	District/Depo	Report	Hard Rock	Carroll
Damage	Arbitration/Testified	Report	Dr. Life	Marquis
Damage	District	Rebuttal	NV Mutual/Trean	Brimmer
Damage	Arbitration/Testified	Report	Lift Equip	Marquis
Damage	District/Depo	Report	14 Rings	Gayan
Damage	District/Depo	Forensic	IGT	Connelly
Damage	FINRA/Testified	Forensic	Matthews	Hubley
Damage	District	Report	Oasis	Carroll
Damage	District/Testified	Report	Ellis	Gayan
Damage	District/Testified	Report	Findlay	Carroll
Damage	District	Report	Dieleman	Brickfield

RICH00016

50028-0016
Case No.: A-16

RA 008590

Exhibit RWCO 002

RICH00017

50028-0017
Case No.: A-16

RA 008591

October 14, 2010

Revenue Plus, LLC and Russell L. Nype
c/o David A. Carroll, Esq.
Rice Silbey Ruether & Sullivan, LLP
3960 Howard Hughes Pkwy, Suite 700
Las Vegas, NV 89169

RE: Case No. A551073

This letter constitutes an understanding of services between Revenue Plus, LLC and Russell L. Nype and Rich, Wightman & Company, CPAs, LLC (Rich, Wightman & Company), under which we will provide litigation support and consulting services to Revenue Plus, LLC and Russell L. Nype. Our services will be directed by Rice Silbey Ruether & Sullivan, LLP.

The professional services we currently expect to provide include the following:

- Forensic accounting and analysis, as needed
- Report on our findings, as needed
- Accountant's litigation support
- Expert testimony in court, if necessary

During the course of our engagement, it may be necessary for us to prepare written reports that support our conclusions. These reports are to be used only in connection with the referenced case and may not be published or used in any other manner without the written consent of this firm.

We must emphasize that our engagement is not an audit made in accordance with generally accepted auditing standards for the purpose of expressing an audit opinion. Furthermore, the services that we perform are not designed and cannot be relied upon to disclose material misstatement, whether caused by error or fraud. However, we will inform you of any such matters that come to our attention.

RICH00018

50028-0018
Case No.: A-16

RA 008592

Assistance to be supplied by Rice Silbey Ruether & Sullivan, LLP staff in the gathering of documents for our litigation support consulting services has been discussed and coordinated with them. Timely completion of this work will assist us in achieving an efficient performance of our work. Revenue Plus, LLC and Russell L. Nype will indemnify Rich, Wightman & Company and its partners, principals, and employees and hold them harmless for any claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation of information by you.

Our fees are based on the time required, plus direct expenses. Interim billings will be submitted as services are rendered and as expenses are incurred. Our professional staff rates vary depending upon the level of experience required and are adjusted periodically without notice. Billings are due upon submission. A 1% monthly, 12% annual finance charge will be assessed on accounts over thirty days old. Our standard hourly billing rates are currently as follows:

Partner	\$	325
Manager	\$	225
Supervisor	\$	200
Senior	\$	90-175
Professional Staff	\$	80-125
Administrative staff	\$	70

A \$5,000 retainer will be necessary at the time these services are agreed upon. This deposit will be applied to fees as incurred. We will bill you on that basis, and any outstanding balance above the \$5,000 shall become due and payable upon receipt, at which time another \$5,000 retainer deposit will be requested if the engagement is not at or near completion.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment our engagement will be deemed to have been completed. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

If you intend to publish or otherwise reproduce or make reference to our name, you agree to provide us with the printer's proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

In recognition of the relative risks and benefits of this agreement to you and our accounting firm, we have discussed and have agreed on the fair allocation of risk between us.

RICH00019

50028-0019
Case No.: A-16

RA 008593

As such, you agree, to the fullest extent permitted by law, to limit the liability of our accounting firm to you for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and all costs of litigation, so that the total aggregate liability of our accounting firm to you shall not exceed our total fee for services rendered under this agreement. It is mutually intended and agreed that this limitation apply to any and all liability or cause of action against our accounting firm, however alleged or arising, unless otherwise prohibited by law.

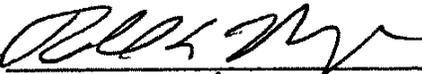
Rich, Wightman & Company, CPAs, LLC is a Nevada limited liability company that has elected to be organized under and governed by the Nevada Revised Statutes Title 7. Our agreement will be interpreted under the laws of the State of Nevada. Venue for any cause of action arising out of or relating to this agreement shall lie in the Eighth Judicial District Court, County of Clark, Nevada.

This letter defines the entire agreement between you and our accounting firm. It supersedes all prior communications, understandings, and agreements, whether oral or written, in connection with this review. Amendments to this agreement must be in writing and signed by both you and our accounting firm. If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us.



Rich, Wightman & Company, CPAs, LLC

Accepted and agreed to:

By: 
Title: President, Revere Phno. LLC
Date: 11/11/2010
RW

RICH00020

50028-0020
Case No.: A-16

RA 008594

Exhibit RWCO 003

_____ RICH00021

50028-0021
Case No.: A-16

RA 008595

	File Name
1	Confidential Supp Documents, 033114.pdf
2	CLV02322.pdf
3	CLV02380.pdf
4	CLV02399.pdf
5	CLV02414.pdf
6	CLV02431.pdf
7	CLV02497.pdf
8	CLV02545.pdf
9	CLV02558.pdf
10	CLV02638.pdf
11	CLV02762.pdf
12	CLV02998.pdf
13	CLV03025.pdf
14	CLV03191.pdf
15	CLV03220.pdf
16	CLV03320.pdf
17	001 Final Purchase Agreement.pdf
18	002 FC loan to LW total 12-08 thru 2-11.pdf
19	003 Forest City \$12.8 Note 02 01 08.pdf
20	004 Tenancy-in-Common Agreement executed.pdf
21	005 Closing Statement - Combined.pdf
22	006 DT Las Vegas Loan Package.pdf
23	007 KeyBank 6-20-07 Appraisal PBTK[1].pdf
24	008 Las Vegas - Fee Letter.pdf
25	009 Las Vegas - Mandate Letter (execution copy).pdf
26	010 Las Vegas - Term Sheet.pdf
27	011 Las Vegas Land Environmental Summary.pdf
28	012 ENVIRONMENTAL REPORTS summary.pdf
29	013 Kleinfelder Letter Re NV.pdf
30	014 LV-Phase II.pdf
31	015 LVDowntownDevelopmentMemo.pdf
32	016 LVEGR135.pdf
33	017 LVEGR188.pdf
34	018 LVEGR231.pdf
35	019 LVEGR234.pdf
36	020 LVEGR236.pdf
37	021 LVEGR239.pdf
38	022 LVEGR242.pdf
39	023 LVEGR243.pdf
40	024 LVEGR247.pdf
41	025 LVEGR248.pdf
42	026 LVEGR250.pdf
43	027 LVEGR251.pdf
44	028 LVEGR255.pdf
45	029 LVEGR257.pdf
46	030 LVEGR258.pdf
47	031 LVEGR259.pdf
48	032 LVEGR260.pdf
49	033 LVEGR263.pdf
50	034 LVEGR264.pdf
51	035 LVEGR265.pdf
52	036 LVEGR266.pdf
53	037 LVEGR267.pdf
54	038 LVEGR270.pdf
55	039 LVEGR278.pdf
56	040 LVEGR279.pdf
57	041 LVEGR281.pdf
58	042 LVEGR282.pdf
59	043 LVEGR283.pdf
60	044 LVEGR285.pdf
61	045 LVEGR286.pdf
62	046 LVE7L124 - 1.pdf
63	047 LVE7L124 - 2.pdf
64	048 LVE7R150-Phase II-RTC.pdf
65	049 LVE7R181 Complete.pdf
66	050 Las Vegas - Loan Agreement (Second Amendment).pdf
67	051 Las Vegas - Loan Agreement (Fourth Amendment).pdf.pdf
68	052 Microsoft Word - Draft Forest City LiveWork Joint Venture Restructure 3 20 09.pdf
69	053 Amended and Restated Operating Agreement of FC_LW Vegas LLC.pdf
70	054 Amended and Restated Operating Agreement of PQ Las Vegas LLC.pdf
71	055 SKMBT_75010090109121.pdf
72	056 Written Declaration of PQ Ground Lessee LLC.pdf
73	057 Closing Checklist.pdf
74	058 closing documents continued.pdf
75	059 closing documents.pdf
76	060 contribution agreement.pdf
77	061 corporate docs in response to subpoena no. 4.pdf
78	062 correspondence in response to subpoena no. 5.pdf
79	063 correspondence partial reconveyance.pdf

RICH00022

50028-0022
Case No.: A-16

RA 008596

	File Name
80	064 due diligence ucc.pdf
81	065 ena agreements.pdf
82	066 financial ledgers in resp to april subp 9&10.pdf
83	067 financial ledgers in resp to april subp prt b.pdf
84	068 financial ledgers re april subpoenas #9 & 10.2.pdf
85	069 financial ledgers re april subpoenas #9 & 10.3.pdf
86	070 financial ledgers re april subpoenas #9 & 10.pdf
87	071 las vegas key term sheet.pdf
88	072 ledger 10.08.2010.pdf
89	073 loan docs extended counterparts.pdf
90	074 miscell docs re ourchase.pdf
91	075 opinions resolutions.pdf
92	076 tenancy in common agreements.pdf
93	077 title survey site loan 2.pdf
94	078 title survey site loan.pdf
95	FCV000001 - FCV000098.pdf
96	IST000001-000007 index.pdf
97	IST000008-000013 TAB 01.pdf
98	IST000014-000368 TAB 02.pdf
99	IST000369-000371 TAB 03.pdf
100	IST000372-000436 TAB 04.pdf
101	IST000437-000437 TAB 05.pdf
102	IST000438-000442 TAB 06.pdf
103	IST000443-000459 TAB 07.pdf
104	IST000460-000474 TAB 08.pdf
105	IST000475-000488 TAB 09.pdf
106	IST000489-000524 TAB 10.pdf
107	IST000525-000630 TAB 11.pdf
108	IST000631-000636 TAB 12.pdf
109	IST000637-000640 TAB 13.pdf
110	IST000641-000671 TAB 14.pdf
111	IST000672-000678 INDEX.pdf
112	IST000679-000692 TAB 15.pdf
113	IST000693-000982 TAB 16.pdf
114	IST000983-000989 INDEX.pdf
115	IST000990-000998 TAB 18.pdf
116	IST000999-001031 TAB 19.pdf
117	IST001032-001037 TAB 20.pdf
118	IST001038-001044 TAB 21.pdf
119	IST001045-001055 TAB 22.pdf
120	IST001056-001063 TAB 23.pdf
121	IST001064-001066 TAB 24.pdf
122	IST001067-001070 TAB 25.pdf
123	IST001071-001076 TAB 26.pdf
124	IST001077-001121 TAB 27.pdf
125	IST001122-001123 TAB 28.pdf
126	IST001124-001125 TAB 29.pdf
127	IST001126-001167 TAB 30.pdf
128	IST001168-001169 TAB 31.pdf
129	IST001170-001171 TAB 32.pdf
130	IST001172-001215 TAB 33.pdf
131	IST001216-001217 TAB 34.pdf
132	IST001218-001219 TAB 35.pdf
133	IST001220-001242 TAB 36.pdf
134	IST001243-001244 TAB 37.pdf
135	IST001245-001248 TAB 38.pdf
136	IST001249-001250 TAB 39.pdf
137	IST001251-001276 TAB 40.pdf
138	IST001277-001283 TAB 41.pdf
139	IST001284-001290 TAB 42.pdf
140	IST001291-001297 TAB 43.pdf
141	IST001298-001304 TAB 44.pdf
142	IST001305-001305 TAB 45.pdf
143	IST001306-001306 TAB 46.pdf
144	IST001307-001310 TAB 47.pdf
145	IST001311-001317 INDEX.pdf
146	IST001318-001420 TAB 48.pdf
147	IST001421-001427 TAB 50.pdf
148	IST001428-001435 TAB 51.pdf
149	IST001436-001446 TAB 52.pdf
150	IST001447-001455 TAB 53.pdf
151	IST001456-001460 TAB 54.pdf
152	IST001461-001467 TAB 55.pdf
153	IST001468-001471 TAB 56.pdf
154	IST001472-001472 TAB 57.pdf
155	IST001473-001476 TAB 58.pdf
156	IST001477-001491 TAB 59.pdf
157	IST001492-001493 TAB 60.pdf
158	IST001494-001520 TAB 61.pdf

RICH00023

50028-0023
Case No.: A-16

RA 008597

File Name

159 IST001521-001526 TAB 62.pdf
160 IST001527-001534 TAB 63.pdf
161 IST001535-001542 TAB 64.pdf
162 IST001543-001548 TAB 65.pdf
163 IST001549-001549 TAB 66.pdf
164 IST001550-001571 TAB 67.pdf
165 IST001572-001572 TAB 68.pdf
166 IST001573-001579 TAB 70.pdf
167 IST001580-001590 TAB 71.pdf
168 IST001591-001598 TAB 72.pdf
169 IST001599-001603 TAB 74.pdf
170 IST001604-001610 TAB 75.pdf
171 IST001611-001614 TAB 76.pdf
172 IST001615-001616 TAB 77.pdf
173 IST001617-003509 BOX 01.pdf
174 IST003510-005912 BOX 02.pdf
175 IST005913-008049 BOX 03.pdf
176 IST008050-009852 BOX 04.pdf
177 IST009853-012188 BOX 05.pdf
178 KEY000001.pdf
179 KEY000004.pdf
180 KEY000015.pdf
181 KEY000016.pdf
182 KEY000032.pdf
183 KEY000043.pdf
184 KEY000058.pdf
185 KEY000063.pdf
186 KEY000065.pdf
187 KEY000068.pdf
188 KEY000069.pdf
189 KEY000071.pdf
190 KEY000080.pdf
191 KEY000110.pdf
192 KEY000119.pdf
193 KEY000452.pdf
194 KEY000693.pdf
195 KEY000799.pdf
196 KEY000811.pdf
197 KEY000827.pdf
198 KEY000845.pdf
199 KEY000879.pdf
200 KEY000885.pdf
201 KEY000899.pdf
202 KEY000910.pdf
203 KEY000922.pdf
204 KEY000933.pdf
205 KEY000972.pdf
206 KEY001001.pdf
207 KEY001038.pdf
208 KEY001075.pdf
209 KEY001096.pdf
210 LVL005000 - LVL005134.pdf
211 LVL005135 - LVL005216.pdf
212 LVL005217 - LVL005269, 042814.pdf
213 LVL005259 - LVL005282 Supplemental Document Production [....].pdf
214 LVL005283 - LVL005335 (LVL v Nype - 07AS51073) (FC LW Tax Returns for 11 and 12).pdf
215 NYPE000001 - NYPE007005.pdf
216 NYPE002346 - 2845.pdf
217 NYPE002846 - 2875.pdf
218 NYPE002876-2882.pdf
219 Nype2006 - 2138. Nype's 8th Supplement.pdf
220 RP000001-165.pdf
221 TGG000001.pdf
222 TGG000013.pdf
223 TGG000014.pdf
224 TGG000020.pdf
225 TGG000026.pdf
226 TGG000027.pdf
227 TGG000028.pdf
228 TGG000029.pdf
229 TGG000030.pdf
230 TGG000031.pdf
231 TGG000032.pdf
232 TGG000047.pdf
233 TGG000050.pdf
234 TGG000051.pdf
235 TGG000052.pdf
236 TGG000059.pdf
237 TGG000062.pdf

RICH00024

50028-0024
Case No.: A-16

RA 008598

File Name

238 TGG000066.pdf
239 TGG000067.pdf
240 TGG000071.pdf
241 TGG000073.pdf
242 TGG000074.pdf
243 TGG000075.pdf
244 TGG000082.pdf
245 TGG000085.pdf
246 TGG000089.pdf
247 TGG000093.pdf
248 TGG000107.pdf
249 TGG000108.pdf
250 TGG000109.pdf
251 TGG000110.pdf
252 TGG000134.pdf
253 TGG000135.pdf
254 TGG000136.pdf
255 TGG000137.pdf
256 TGG000141.pdf
257 TGG000142.pdf
258 TGG000146.pdf
259 TGG000152.pdf
260 TGG000153.pdf
261 TGG000154.pdf
262 TGG000155.pdf
263 TGG000165.pdf
264 TGG000166.pdf
265 TGG000186.pdf
266 TGG000187.pdf
267 TGG000193.pdf
268 TGG000195.pdf
269 TGG000198.pdf
270 TGG000199.pdf
271 TGG000203.pdf
272 TGG000220.pdf
273 TGG000225.pdf
274 TGG000229.pdf
275 TGG000234.pdf
276 TGG000235.pdf
277 TGG000242.pdf
278 TGG000252.pdf
279 TGG000261.pdf
280 TGG000282.pdf
281 TGG000283.pdf
282 TGG000284.pdf
283 TGG000285.pdf
284 TGG000286.pdf
285 TGG000287.pdf
286 TGG000288.pdf
287 TGG000289.pdf
288 TGG000290.pdf
289 TGG000291.pdf
290 TGG000292.pdf
291 TGG000411.pdf
292 TGG000514.pdf
293 TGG000516.pdf
294 TGG000517.pdf
295 TGG000520.pdf
296 TGG000521.pdf
297 TGG000526.pdf
298 TGG000532.pdf
299 TGG000534.pdf
300 TGG000537.pdf
301 TGG000538.pdf
302 TGG000543.pdf
303 TGG000545.pdf
304 TGG000546.pdf
305 TGG000547.pdf
306 TGG000548.pdf
307 TGG000549.pdf
308 TGG000550.pdf
309 TGG000551.pdf
310 TGG000553.pdf
311 TGG000555.pdf
312 TGG000562.pdf
313 TGG000570.pdf
314 TGG000580.pdf
315 TGG000593.pdf
316 TGG000606.pdf

RICH00025

50028-0025
Case No.: A-16

RA 008599

File Name

317 TGG000616.pdf
318 TGG000626.pdf
319 TGG000638.pdf
320 TGG000650.pdf
321 TGG000676.pdf
322 TGG000702.pdf
323 TGG000705.pdf
324 TGG000710.pdf
325 TGG000716.pdf
326 TGG000746.pdf
327 TGG000778.pdf
328 TGG000779.pdf
329 TGG000780.pdf
330 TGG000788.pdf
331 TGG000799.pdf
332 TGG000803.pdf
333 TGG000804.pdf
334 TGG000805.pdf
335 TGG000809.pdf
336 TGG000811.pdf
337 TGG000813.pdf
338 TGG000819.pdf
339 TGG000822.pdf
340 TGG000905.pdf
341 TGG000906.pdf
342 TGG000907.pdf
343 TGG000908.pdf
344 TGG000909.pdf
345 TGG000910.pdf
346 TGG000911.pdf
347 TGG000977.pdf
348 TGG000979.pdf
349 TGG000981.pdf
350 TGG001007.pdf
351 TGG001008.pdf
352 TGG001009.pdf
353 TGG001010.pdf
354 TGG001011.pdf
355 TGG001012.pdf
356 TGG001019.pdf
357 TGG001014.pdf
358 TGG001015.pdf
359 TGG001016.pdf
360 TGG001017.pdf
361 TGG001018.pdf
362 TGG001026.pdf
363 TGG001027.pdf
364 TGG001097.pdf
365 TGG001098.pdf
366 TGG001043.pdf
367 TGG001047.pdf
368 TGG001055.pdf
369 TGG001063.pdf
370 TGG001071.pdf
371 TGG001078.pdf
372 TGG001085.pdf
373 TGG001097.pdf
374 TGG001109.pdf
375 TGG001124.pdf
376 TGG001136.pdf
377 TGG001146.pdf
378 TGG001156.pdf
379 TGG001166.pdf
380 TGG001176.pdf
381 TGG001196.pdf
382 TGG001216.pdf
383 TGG001238.pdf
384 TGG001260.pdf
385 TGG001261.pdf
386 TGG001271.pdf
387 TGG001281.pdf
388 TGG001291.pdf
389 TGG001301.pdf
390 TGG001324.pdf
391 TGG001345.pdf
392 TGG001355.pdf
393 TGG001365.pdf
394 TGG001376.pdf
395 TGG001377.pdf

RICH00026

50028-0026
Case No.: A-16

RA 008600

File Name

396 TGG001378.pdf
397 TGG001379.pdf
398 TGG001380.pdf
399 TGG001381.pdf
400 TGG001396.pdf
401 TGG001398.pdf
402 TGG001406.pdf
403 TGG001420.pdf
404 TGG001430.pdf
405 TGG001442.pdf
406 TGG001464.pdf
407 TGG001465.pdf
408 TGG001466.pdf
409 TGG001467.pdf
410 TGG001468.pdf
411 TGG001469.pdf
412 TGG001471.pdf
413 TGG001479.pdf
414 TGG001492.pdf
415 TGG001502.pdf
416 TGG001514.pdf
417 TGG001540.pdf
418 TGG001541.pdf
419 TGG001542.pdf
420 TGG001543.pdf
421 TGG001544.pdf
422 TGG001546.pdf
423 TGG001548.pdf
424 TGG001562.pdf
425 TGG001565.pdf
426 TGG001569.pdf
427 TGG001570.pdf
428 TGG001571.pdf
429 TGG001572.pdf
430 TGG001573.pdf
431 TGG001574.pdf
432 TGG001575.pdf
433 TGG001576.pdf
434 TGG001577.pdf
435 TGG001578.pdf
436 TGG001579.pdf
437 TGG001580.pdf
438 TGG001581.pdf
439 TGG001582.pdf
440 TGG001583.pdf
441 TGG001584.pdf
442 TGG001585.pdf
443 TGG001586.pdf
444 TGG001587.pdf
445 TGG001588.pdf
446 TGG001589.pdf
447 TGG001590.pdf
448 TGG001591.pdf
449 TGG001592.pdf
450 TGG001593.pdf
451 TGG001594.pdf
452 TGG001604.pdf
453 TGG001611.pdf
454 TGG001612.pdf
455 TGG001613.pdf
456 TGG001627.pdf
457 TGG001643.pdf
458 TGG001645.pdf
459 TGG001652.pdf
460 TGG001655.pdf
461 TGG001656.pdf
462 TGG001659.pdf
463 TGG001661.pdf
464 TGG001668.pdf
465 TGG001670.pdf
466 TGG001671.pdf
467 TGG001684.pdf
468 TGG001692.pdf
469 TGG001775.pdf
470 TGG001799.pdf
471 TGG001813.pdf
472 TGG001815.pdf
473 TGG001819.pdf
474 TGG001825.pdf

RICH00027

50028-0027
Case No.: A-16

RA 008601

File Name

475 TGG001826.pdf
476 TGG001845.pdf
477 TGG001849.pdf
478 TGG001851.pdf
479 TGG001852.pdf
480 TGG001856.pdf
481 TGG001861.pdf
482 TGG001864.pdf
483 TGG001865.pdf
484 TGG001872.pdf
485 TGG001887.pdf
486 TGG001894.pdf
487 TGG001902.pdf
488 TGG001910.pdf
489 TGG001919.pdf
490 TGG001927.pdf
491 TGG001932.pdf
492 TGG001933.pdf
493 TGG001935.pdf
494 TGG001939.pdf
495 TGG001941.pdf
496 TGG001950.pdf
497 TGG001951.pdf
498 TGG002007.pdf
499 TGG002017.pdf
500 TGG002021.pdf
501 TGG002022.pdf
502 TGG002023.pdf
503 TGG002024.pdf
504 TGG002025.pdf
505 TGG002026.pdf
506 TGG002035.pdf
507 TGG002043.pdf
508 TGG002051.pdf
509 TGG002052.pdf
510 TGG002054.pdf
511 TGG002059.pdf
512 TGG002072.pdf
513 TGG002076.pdf
514 TGG002088.pdf
515 TGG002131.pdf
516 TGG002171.pdf
517 TGG002173.pdf
518 TGG002175.pdf
519 TGG002177.pdf
520 TGG002202.pdf
521 TGG002395.pdf
522 TGG002401.pdf
523 TGG002438.pdf
524 TGG002443.pdf
525 TGG002445.pdf
526 TGG002446.pdf
527 TGG002447.pdf
528 TGG002448.pdf
529 TGG002449.pdf
530 TGG002450.pdf
531 TGG002451.pdf
532 TGG002452.pdf
533 TGG002644.pdf
534 TGG002650.pdf
535 TGG002651.pdf
536 TGG002690.pdf
537 TGG002717.pdf
538 TGG002718.pdf
539 TGG002719.pdf
540 TGG002720.pdf
541 TGG002721.pdf
542 TGG002723.pdf
543 TGG002725.pdf
544 TGG002919.pdf
545 TGG002925.pdf
546 TGG002926.pdf
547 TGG002959.pdf
548 TGG002986.pdf
549 TGG002987.pdf
550 TGG002988.pdf
551 TGG002989.pdf
552 TGG002990.pdf
553 TGG002992.pdf

RICH00028

50028-0028
Case No.: A-16

RA 008602

	File Name
554	TGG002994.pdf
555	TGG003185.pdf
556	TGG003191.pdf
557	TGG003192.pdf
558	TGG003226.pdf
559	1st Supplement to Defendants Liberman and 305 Las Vegas, LLC's List of Witnesses and Documents.pdf
560	2017--08-17 Liberman's 16.1 disclosures.pdf
561	2017--08-18 - PLD - Defendants 305 & Liberman's Disclosures - NRCP 16.1.pdf
562	2018--07-10 - 305 1st supp to 16.1 disclosures - cover.pdf
563	2018--10-08 --- Liberman - 2nd Supp Liberman's 16.1 Witnesses and Docs.pdf
564	2018--10-08 --- Liberman - 2nd Supplement to Defendant's List of Witnesses and Documents.pdf
565	2018--10-09 3rd Supp - Liberman and 305 --- 16.1.pdf
566	2019--01-16 to client RE TWS vs VIP ---- Conf call issues.msg
567	305LV00001 - 305LV00004 Real Property Records for Parcels 162-03-115-001 and 162-03-115-002.pdf
568	305LV00005 - 305LV00009 Grant, Bargain and Sale Deed for Parcels 162-03-115-001 and 162-03-115-002 dated 03.15.07.pdf
569	305LV00010 - 305LV00011 Parcel Ownership History - Parcels 162-03-115-001 and 162-03-115-002.pdf
570	305LV00012 - 305LV00014 305 Las Vegas, LLC - Entity Details.pdf
571	305LV00015 - 305LV00065 Attorney statements, record of payments and copies of checks to attorney.pdf
572	305LV05856 - 305LV05858 CONFIDENTIAL INFORMATION - Promissory Note - Fully Executed.pdf
573	305LV05859 - 305LV05865 CONFIDENTIAL INFORMATION - Business Loan Agreement - Fully Executed.pdf
574	305LV05866 CONFIDENTIAL INFORMATION - Addendum to Business Loan Agreement - Fully Executed.pdf
575	305LV05867 - 305LV05868 CONFIDENTIAL INFORMATION - Disbursement Request and Authorization - Fully Executed.pdf
576	305LV05869 - 305LV05888 Deed of Trust - Fully Executed and Recorded.pdf
577	305LV05889 - 305LV05900 CONFIDENTIAL INFORMATION - Hazardous Substances Certificate and Indemnity Agreement - Fully E~1.pdf
578	305LV05901 - 305LV05902 CONFIDENTIAL INFORMATION - Limited Liability Company Resolution to Borrow_Grant Collateral_Sub~1.pdf
579	305LV05903 - 305LV05918 CONFIDENTIAL INFORMATION - Owners Policy of Title Insurance.pdf
580	305LV05919 - 305LV05937 CONFIDENTIAL INFORMATION - Loan Policy Title Insurance.pdf
581	305LV05938 - 305LV05961 CONFIDENTIAL INFORMATION - Commitment for Title Insurance .pdf
582	305LV05962 - 305LV05979 Complaint - Case No. A-13-682684-C.pdf
583	305LV05980 - 305LV05981 SAO for Dismissal with Prejudice - Case No. A-13-682684-C.pdf
584	305LV05982 - 305LV05988 CONFIDENTIAL INFORMATION - Offer to Purchase 06.05.14.pdf
585	305LV05989 - 305LV05992 Third Deed of Trust with Assignments of Rents recorded 05.02.07.pdf
586	305LV05993 - 305LV05994 Full Reconveyance - recorded 02.05.15.pdf
587	305LV05995 - 305LV05996 Substitution of Trustee and Deed of Reconveyance recorded 02.05.15.pdf
588	305LV05997 - 305LV06000 CONFIDENTIAL INFORMATION - Title_Escrow Company Recording Instructions dated 02.12.15 - Full~1.pdf
589	305LV06001 CONFIDENTIAL INFORMATION - HSBC transaction history for Acct. 3391 dated 02.07.08.pdf
590	305LV06002 CONFIDENTIAL INFORMATION - Valley National Bank Domestic_International Wire Transfer Request from Liberm~1.pdf
591	305LV06003 CONFIDENTIAL INFORMATION - HSBC Customer Remittance Request from Liberman to Las Vegas Land Partners dat~1.pdf
592	305LV06004 - 305LV06008 CONFIDENTIAL INFORMATION - Livework write off analysis 2014.pdf
593	3rd Supplement to Defendants Barnet Liberman and 305 Las Vegas, LLC's List of Witnesses and Docs 16.1.pdf
594	Defendants Liberman and 305 Las Vegas' First Set of Roggs to Plaintiff Nype.pdf
595	PLD - Fourth Supplement To D (Barnet Liberman) and 305 Las Vegas LLC's List of Witnesses and Documents Pursuant to NRCP 1~1.pdf
596	001 Final Purchase Agreement.pdf
597	053 Amended and Restated Operating Agreement of FC_LW Vegas LLC.pdf
598	054 Amended and Restated Operating Agreement of PQ Las Vegas LLC.pdf
599	055 SKMBT_75010090109121.pdf
600	056 Written Declaration ofo PQ Ground Lessee LLC.pdf
601	002 FC loan to LW total 12-08 thru 2-11.pdf
602	003 Forest City \$12.8 Note 02 01 08.pdf
603	004 Tenancy-in-Common Agreement executed.pdf
604	FC loan to LW total 12-08 thru 2-11.xls
605	005 Closing Statement - Combined.pdf
606	006 DT Las Vegas Loan Package.pdf
607	007 KeyBank 6-20-07 Appraisal PBTK[1].pdf
608	008 Las Vegas - Fee Letter.pdf
609	009 Las Vegas - Mandate Letter (execution copy).pdf
610	010 Las Vegas - Term Sheet.pdf
611	011 Las Vegas Land Environmental Summary.pdf
612	Las Vegas Land Environmental Summary.doc
613	012 ENVIRONMENTAL REPORTS summary.pdf
614	013 Kleinfelder Letter Re NV.pdf
615	014 LV-Phase II.pdf
616	015 LVDowntownDevelopmentMemo.pdf
617	016 LVE6R135.pdf
618	017 LVE6R188.pdf
619	018 LVE6R231.pdf
620	019 LVE6R234.pdf
621	020 LVE6R236.pdf
622	021 LVE6R239.pdf
623	022 LVE6R242.pdf
624	023 LVE6R243.pdf
625	024 LVE6R247.pdf
626	025 LVE6R248.pdf
627	026 LVE6R250.pdf
628	027 LVE6R251.pdf
629	028 LVE6R255.pdf
630	029 LVE6R257.pdf
631	030 LVE6R258.pdf
632	031 LVE6R259.pdf

RICHO0029

50028-0029
Case No.: A-16

RA 008603

	File Name
633	032 LVE6R260.pdf
634	033 LVE6R263.pdf
635	034 LVE6R264.pdf
636	035 LVE6R265.pdf
637	036 LVE6R266.pdf
638	037 LVE6R267.pdf
639	038 LVE6R270.pdf
640	039 LVE6R278.pdf
641	040 LVE6R279.pdf
642	041 LVE6R281.pdf
643	042 LVE6R282.pdf
644	043 LVE6R283.pdf
645	044 LVE6R285.pdf
646	045 LVE6R286.pdf
647	046 LVE7L124 - 1.pdf
648	047 LVE7L124 - 2.pdf
649	048 LVE7R150-Phase II-RTC.pdf
650	049 LVE7R181 Complete.pdf
651	050 Las Vegas - Loan Agreement (Second Amendment).pdf
652	051 Las Vegas - Loan Agreement (Fourth Amendment).pdf.pdf
653	052 Microsoft Word - Draft Forest City LiveWork Joint Venture Restructure 3 20 09.pdf
654	057 Closing Checklist.pdf
655	058 closing documents continued.pdf
656	059 closing documents.pdf
657	060 contribution agreement.pdf
658	061 corporate docs in resoonse to subpoena no. 4.pdf
659	062 correspondence in resoonse to subpoena no. 5.pdf
660	063 corrpodence partial reconveyance.pdf
661	064 due diligence ucc.pdf
662	065 ena agreements.pdf
663	066 financial ledgers in resp to april subp 9&10.pdf
664	067 financial ledgers in resp to april subp prt.b.pdf
665	068 financial ledgers re april subpoenas #9 & 10 2.pdf
666	069 financial ledgers re april subpoenas #9 & 10 3.pdf
667	070 financial ledgers re april subpoenas #9 & 10.pdf
668	071 las vegas key term sheet.pdf
669	072 Ledger 10.08.2010.pdf
670	073 loan docs extended counterparts.pdf
671	074 miscell docs re urchase.pdf
672	075 opinions resolutions.pdf
673	076 tenancy in common agreements.pdf
674	077 title survey site loan 2.pdf
675	01_2006 Signature Bank Statements.pdf
676	02_2007 Signature Bank Statements.pdf
677	03_2008 Signature Bank Statements.pdf
678	04_2009 Signature Bank Statements.pdf
679	05_October-December 2011 Signature Bank Statements.pdf
680	06_January-December 2012 Signature Bank Statements.pdf
681	07_January-December 2013 Signature Bank Statements.pdf
682	08_January-March 2014 Signature Bank Statements.pdf
683	09_2013 Federal and NY State Tax Returns.pdf
684	10_2012 Federal and NY State Tax Returns.pdf
685	11_2011 Federal and NY State Tax Returns.pdf
686	12_2010 Federal and NY State Tax Returns.pdf
687	13_2009 Federal and NY State Tax Returns.pdf
688	14_2008 Federal and NY State Tax Returns.pdf
689	15_2007 Federal and NY State Tax Returns.pdf
690	16_2006 Federal and NY State Tax Returns.pdf
691	17_2005 Federal and NY State Tax Returns.pdf
692	18_Management Agreements.pdf
693	19_Entity & Organizational Documents.pdf
694	CLV00001-CLV00623.pdf
695	CLV00624-CLV01233.pdf
696	CLV01234-CLV01789.pdf
697	CLV01790-CLV02321.pdf
698	NYPE 002152 - NYPE 002163.pdf
699	NYPE002138-NYPE002151.pdf
700	NYPE002164-2345.pdf
701	Table of Contents.txt
702	KEY000001.pdf
703	KEY000004.pdf
704	KEY000015.pdf
705	KEY000016.pdf
706	KEY000032.pdf
707	KEY000043.pdf
708	KEY000058.pdf
709	KEY000063.pdf
710	KEY000065.pdf
711	KEY000068.pdf

RICHO0030

50028-0030
Case No.: A-16
 RA 008604

	File Name
712	KEY000069.pdf
713	KEY000071.pdf
714	KEY000080.pdf
715	KEY000110.pdf
716	KEY000119.pdf
717	KEY000452.pdf
718	KEY000693.pdf
719	KEY000799.pdf
720	KEY000811.pdf
721	KEY000827.pdf
722	KEY000845.pdf
723	KEY000879.pdf
724	KEY000885.pdf
725	KEY000899.pdf
726	KEY000910.pdf
727	KEY000922.pdf
728	KEY000933.pdf
729	KEY000972.pdf
730	KEY001001.pdf
731	KEY001038.pdf
732	KEY001075.pdf
733	KEY001096.pdf
734	Disc Doc 01-01 Sale of Las Vegas Prop Part 1.pdf
735	Disc Doc 01-01 Sale of Las Vegas Prop Part 2.pdf
736	Disc Doc 01-01 Sale of Las Vegas Prop Part 3.pdf
737	Disc Doc 01-02 Grievant's reply to response.pdf
738	Disc Doc 01-03 Trial brief regarding licensing issues.pdf
739	Disc Doc 01-04 Defendant Russell Nype's list of expert witnesses.pdf
740	Disc Doc 01-05 Plaintiff LVLP's rebuttal expert disclosure.pdf
741	Disc Doc 01-06 Plaintiff LVLP's list of expert witnesses.pdf
742	Disc Doc 01-07 Substitution of Counsel.pdf
743	Disc Doc 01-08 Defendant Russell Nype's 11th supplement to initial disclosures.pdf
744	Disc Doc 01-09 Judgment Debtor Exam of David J. Mitchell.pdf
745	Disc Doc 01-10 Certificate of Formation of LVLP LLC.pdf
746	Disc Doc 01-11 First amendment to promissory note.pdf
747	Disc Doc 01-12 Letter to Nev State Bank from Leah Prop.pdf
748	Disc Doc 01-13 Lease.pdf
749	Disc Doc 01-14 Certificate of Formation - Leah Prop.pdf
750	Disc Doc 01-15 Consent of sole member of Leah Property.pdf
751	Disc Doc 01-16 Counter-offer.pdf
752	Disc Doc 01-17 Preliminary Title Report.pdf
753	Disc Doc 01-18 Second deed of trust.pdf
754	Disc Doc 01-19 Promissory note.pdf
755	Disc Doc 01-20 Promissory Note.pdf
756	Disc Doc 01-21 Continuing unlimited guarantee.pdf
757	Disc Doc 01-22 Pledge agreement.pdf
758	Disc Doc 01-23 UCC financing statement.pdf
759	Disc Doc 01-24 Deed of trust, security agreement and fixture filing.pdf
760	Disc Doc 01-25 Exclusive negotiation agreement.pdf
761	Disc Doc 01-26 Agreement to property management agreement.pdf
762	Disc Doc 01-27 Agreement to property management agreement.pdf
763	Disc Doc 01-28 Certificate of members of PQ LV (percentage ownership).pdf
764	Disc Doc 01-29 Term sheet for restructure of Forest City.Liveworks entities.pdf
765	Disc Doc 01-30 FC LW written consent of members.pdf
766	Disc Doc 02-01 First American final settlement statement.pdf
767	Disc Doc 02-02 Offer letter 6.20.06.pdf
768	Disc Doc 02-03 Agreement and plan of merger.pdf
769	Disc Doc 02-04 Agreement and plan of merger.pdf
770	Disc Doc 02-05 Second amendment of lease.pdf
771	Disc Doc 02-06 License agreement.pdf
772	Disc Doc 02-07 Offer letter 6.20.06.pdf
773	Disc Doc 02-08 Amendment agreement.pdf
774	Disc Doc 02-09 First amendment to operating agreement of PQ LV.pdf
775	Disc Doc 02-10 First amendment to tenancy in common agreement.pdf
776	Disc Doc 02-11 Parcel information.pdf
777	Disc Doc 02-12 First amendment of lease.pdf
778	Disc Doc 02-13 Grant of easement.pdf
779	Disc Doc 02-14 Subordination non-disturbance and attornment agreement.pdf
780	Disc Doc 02-15 Certificate of formation of wink one.pdf
781	Disc Doc 02-16 Assignment of employer identification number.irs.pdf
782	Disc Doc 02-17 Certificate of LVLP.pdf
783	Disc Doc 02-18 LVLP payment checks 3035 and 3010.pdf
784	Disc Doc 02-19 Santoro Driggs billing.pdf
785	Disc Doc 02-20 Soози Jones Walker expert witness bill.pdf
786	Disc Doc 02-21 Cotton Driggs payment request.pdf
787	Disc Doc 02-22 Kaempfer Crowell billing.pdf
788	Disc Doc 02-23 Wilson Elser billing.pdf
789	Disc Doc 02-24 Richard E. Haskins Esqs response to bar grievance.pdf
790	Disc Doc 02-25 Glenn E. Turners Esq response to bar grievance.pdf

RICH00031

50028-0031
Case No.: A-16

RA 008605

File Name

791 Disc Doc 02-26 Emergency order to withdraw as counsel for Plaintiffs LVLP.pdf
792 Disc Doc 02-27 Gibbs Giden attorney at law billing statement.pdf
793 Disc Doc 02-28 Forest City Comm Mgmt letter.paydown of Keybank loan.pdf
794 Disc Doc 02-29 Katsky Korina letter re confidential documents.pdf
795 Disc Doc 02-30 Katsky Korins closing binder from sale of Casino Center prop.pdf
796 Disc Doc 03-01 Unanimous written consent of the members of LVLP.pdf
797 Disc Doc 03-02 Reisman Sorokac emails re outcome of hearing.pdf
798 Disc Doc 03-03 Limited Liability agreement of Wink One - transfer.pdf
799 Disc Doc 03-04 Agreement of lease between LVLP and RTC.pdf
800 Disc Doc 03-05 Settlement agreement and mutual general release.pdf
801 Disc Doc 03-06 Notice of Appeal.pdf
802 disc Doc 03-07 Findings of fact, conclusions of law and order re plaintiff MSJ and defts counter-motion for MSJ on real es~1.pdf
803 Disc Doc 03-08 Settlement agreement between First Wall Street Capital Int and LVLP.pdf
804 Disc Doc 03-09 RL&F Service Corp invoice and reminders.pdf
805 Disc Doc 03-10 Certificate of borrower Leah Property, LLC.pdf
806 Disc Doc 03-11 part 1 Notice of Default.pdf
807 Disc Doc 03-11 part 2 Clark County Assessor.Leah.pdf
808 Disc Doc 03-12 Order of EJO.pdf
809 Disc Doc 03-13 Demand of Reisman SOrokac to supplement production of docs.pdf
810 Disc Doc 03-14 Certification re search for documents.pdf
811 Disc Doc 03-15 2010 to 2012 Santoro billing.pdf
812 Disc Doc 03-16 Gibbs Giden fee dispute of 8.14.pdf
813 Disc Doc 03-17 Province expert witness agreement and invoice.pdf
814 Disc Doc 03-18 Sterling Law invoice of LVLP 2.12 to 6.13.pdf
815 Disc Doc 03-19 Sterling Law invoice to Mitchell Holdings LLC 8.13 to 7.14.pdf
816 Disc Doc 03-20 Kolesar leatham billing to Mitchell Holdings LLC 10.14 incl fee agreement.pdf
817 Disc Doc 03-21 Tax & Penalties.pdf
818 Disc Doc 03-22 Misc CDC invoices multiple affiliated entities 2.sided.pdf
819 Disc Doc 03-23 Livework Del o.d fees c.o Mitchell Holdings 10.30.14.pdf
820 Disc Doc 03-24 Wink One Corp (file).pdf
821 Disc Doc 03-25 1.10.13 CSC invoice to Mitchell Holdings LLC.pdf
822 Disc Doc 03-26 CSC billings to LVLP.pdf
823 Disc Doc 03-27 CEC del LVLP overdue annual fee.pdf
824 Disc Doc 03-28 11.20.12 New York Dept of State invoice to LVLP.pdf
825 Disc Doc 03-29 6.2.13 City of LV correction notice to 931 Casino Center.pdf
826 Disc Doc 03-30 Leah Subdivision docs.pdf
827 Las Vegas Land Partners SKE WORKING active file QBW
828 Las Vegas Land Partners SKE WORKING active file QBW.TLG
829 LVLP Debt Reduction 06-22-07.pdf
830 Revenue Plus Consultant Memo 7-15-11.pdf
831 Revenue Plus FC Contributions.pdf
832 Revenue Plus Huggens Depo 08-16-11.docx
833 Revenue Plus Huggens Depo 9-10-11.docx
834 Revenue Plus LVLP \$25m sale to Lieberman.pdf
835 Revenue Plus Mitchell Lieberman Depo 5-10-11.docx
836 Revenue Plus RTC Executive Summary.pdf
837 Revenue Plus RTC Project Analysis (3).pdf
838 RevenuePlusCity Hall Project Analysis (3).pdf
839 01_2006 Signature Bank Statements.pdf
840 02_2007 Signature Bank Statements.pdf
841 03_2008 Signature Bank Statements.pdf
842 04_2009 Signature Bank Statements.pdf
843 05_October-December 2011 Signature Bank Statements.pdf
844 06_January-December 2012 Signature Bank Statements.pdf
845 07_January-December 2013 Signature Bank Statements.pdf
846 08_January-March 2014 Signature Bank Statements.pdf
847 09_2013 Federal and NY State Tax Returns.pdf
848 10_2012 Federal and NY State Tax Returns.pdf
849 11_2011 Federal and NY State Tax Returns.pdf
850 12_2010 Federal and NY State Tax Returns.pdf
851 13_2009 Federal and NY State Tax Returns.pdf
852 14_2008 Federal and NY State Tax Returns.pdf
853 15_2007 Federal and NY State Tax Returns.pdf
854 16_2006 Federal and NY State Tax Returns.pdf
855 17_2005 Federal and NY State Tax Returns.pdf
856 18_Management Agreements.pdf
857 19_Entity & Organizational Documents.pdf
858 Index to binder # 1.docx
859 01_Closing Binder 01-11-2006.pdf
860 02_Sale of Livework to Forest City.pdf
861 03_Unanimous Consent of The Members of LV Land Partners LLC.pdf
862 04_Demand Promissory Note 02-01-2008.pdf
863 05_LV Land Partners and Regional Trans. Commission of S. NV.pdf
864 06_Certificate of Borrower Leah Property.pdf
865 07_Sale of Casino Center Property.pdf
866 2nd Letter Agreement Amending Logan Contract.DOC
867 Book Store Property Contract.DOC
868 Cromar Purchase Agreement (Final Executed).pdf
869 First Amendment to Parking Lot Contract.pdf

RICH00032

50028-0032
Case No.: A-16

RA 008606

	File Name
870	Guggenheim Corporate Funding, LLC.pdf
871	INDEX.pdf
872	Letter Agreement Amending Book Store Contract.DOC
873	Letter Agreement Amending Logan Contract.DOC
874	Logan Trust (Oregon) Contract of Sale (outside).DOC
875	Parking Lot Contract.pdf
876	Purchase Agreement (with Amendment & Assignment) - Triopoly.pdf
877	Queen of Hearts Executed Final Purchase Sale Agreement.pdf
878	TAB 01.pdf
879	TAB 02.pdf
880	TAB 03.pdf
881	TAB 04.pdf
882	TAB 05.pdf
883	TAB 06.pdf
884	TAB 07.pdf
885	TAB 08.pdf
886	TAB 09.pdf
887	TAB 10.pdf
888	TAB 11.pdf
889	TAB 12.pdf
890	TAB 13.pdf
891	TAB 14.pdf
892	TAB 15.pdf
893	TAB 16.pdf
894	TAB 17.pdf
895	TAB 18.pdf
896	TAB 19.pdf
897	2015--11-12 COPY OF LVLP TAX RETURN FOR 2014.pdf
898	LVLP 2006 ledger.pdf
899	LVLP 2007 ledger.pdf
900	LVLP 2008 ledger.pdf
901	LVLP 2009 ledger.pdf
902	LVLP 2010 ledger.pdf
903	lvlp3a.pdf
904	2016--02-18 Ltr from LV City Atty.pdf
905	2016-02-19 Ltr to J Muije re Subpoena Duces Tecum.pdf
906	2016--02-19 RTC sdt cover letter.pdf
907	2016--03-25 cover ltr and Forest City assignments.pdf
908	RTC Gaming agreement, payment directions, etc.pdf
909	RTC Ground Lease.pdf
910	RTC Payment Ledger and correspondence.pdf
911	Release.pdf
912	2016--09-01 LVLP GEN'L LEDGER--2011.pdf
913	2016--09-01 LVLP GEN'L LEDGER--2012.pdf
914	2016--09-01 LVLP GEN'L LEDGER--2013.pdf
915	2016--09-01 LVLP GEN'L LEDGER--2014.pdf
916	2016--09-01 ROC for ledgers- 2011-2014.pdf
917	j3792h[2016-09-01 18-56-21].pdf
918	j3792h[2016-09-01 19-43-54].pdf
919	2017--01-23 from Hayes - LVLP Letter to J Muije.pdf
920	06-9087 Mitchell final.pdf
921	070 financial ledgers re april subpoenas #9 & 10.pdf
922	City Hall Project Analysis.pdf
923	closing breakout.xls
924	Consultant Memo.pdf
925	david carroll.pdf
926	DOC879.PDF
927	Draft Revenue Plus Mitchel Lieberman Depo 5-10-11.pdf
928	Entitlements Appraisal Comparison.docx
929	FC Contributions.pdf
930	FC Contributions-1.pdf
931	follow up.pdf
932	FW_ Appraisal.pdf
933	general ledgers.pdf
934	Key Bank Loan Analysis.pdf
935	LVLP Tax Return Analysis.xls
936	Nype documents.pdf
937	Nype.pdf
938	Nype2.pdf
939	RE_ Appraisal.pdf
940	RE_ LVLP vs. Nype.pdf
941	RE_ Meeting at Rice Silbey Reuther & Sullivan.pdf
942	RE_ Misc. Questions - Return of E-File Authorization.pdf
943	RE_ Nype documents 2.pdf
944	RE_ Nype documents.pdf
945	RE_ Nype vs. LVLP _ Request for Info.pdf
946	Revenue Plus Worksheets per your request.pdf
947	Rough Draft for Depo Questions.pdf
948	RTC Project Analysis.pdf

RICH00033

50028-0033
Case No.: A-16

RA 008607

	File Name
949	06-9087 Mitchell final with bookmarks.pdf
950	closing breakout.xls
951	closing breakout.xlsx
952	Consultant Memo 5-5-11.docx
953	Copy of Copy of Summary of Trial Exhibits.xls
954	Copy of LVLP Parcel History.xlsx
955	Draft Revenue Plus Mitchel Lieberman Depo 5-10-11.pdf
956	Entitlements Appraisal Comparison 2.docx
957	Entitlements Appraisal Comparison.docx
958	Entitlements.docx
959	FC Contributions.xls
960	FC General Ledger Analysis.docx
961	FC Vegas 2008 General Ledger Analysis.xls
962	FCE Documents Still Needed 4-11-11.docx
963	Key Bank Loan Analysis.xls
964	LVLP Parcel History.xlsx
965	LVLP Tax Return Analysis.xls
966	Nyoe project status.xls
967	Open items FCE.docx
968	Rebuttal Points to Providence Report.docx
969	Revenue Plus Documents Received.docx
970	Revenue Plus FCE Depo Questions.docx
971	Revenue Plus FCE Depo Questions.pdf
972	Revenue Plus Inventory Listing 2.docx
973	Revenue Plus Inventory Listing.docx
974	Revenue Plus Key Bank Loan Analysis.xls
975	Revenue Plus Mitchel Documents.docx
976	Revenue Plus Mitchel Lieberman Depo 5-10-11.docx
977	Revenue Plus Notes on FCE information.docx
978	RTC Project Analysis.xls
979	FCSUB0002364-2410 - Purchase Agreement 10-4-16.pdf
980	FCSUB0002411-2415 - 2016.11.28 - Purchase Agmt-First Amendment.pdf
981	FCSUB0000001-8 - 2007 Purchase CDE Closing-20.225% TIC.PDF
982	FCSUB0000009-10 - 2007 Purchase CDE Closing-39.775% TIC.PDF
983	FCSUB0000011-103 - 2007.06.22 - Agreement of Purchase and Sale.pdf
984	FCSUB0000104-213 - 2007.04.02 - RTC Lease (executed with exhibits).PDF
985	FCSUB0000214-218 - 2007.06.22 - Livework to TIC Assignment of Lease.PDF
986	FCSUB0000219-221 - 2007.09.17 - First Amendment to RTC Lease.PDF
987	FCSUB0000222-236 - 2008.04.00 - Livework Wink Assignments.PDF
988	FCSUB0000237-241 - 2008.04.08 - Assign Leases Roll Acres to RTC 39.PDF
989	FCSUB0000242-246 - 2008.04.28 - Assign Leases Vegas 20 to Canton Centre.PDF
990	FCSUB0000247-251 - 2008.04.28 - Assign Leases Vegas 39 to Rolling Acres.PDF
991	FCSUB0000252-256 - 2008.04.28 - Assign of Leases Canton to RTC 20.PDF
992	FCSUB0000257-258 - 2008.04.28 - Letter to RTC dated 04-28-2008 (signed).PDF
993	FCSUB0000259-281 - Las Vegas RTC - Term Sheet.PDF
994	FCSUB0000282-301 - Las Vegas RTC - Deed of Trust Note and Allonge.PDF
995	FCSUB0000302-333 - Las Vegas RTC - Deed of Trust.PDF
996	FCSUB0000334-447 - Las Vegas RTC - Loan Agreement.PDF
997	FCSUB0000448-464 - Las Vegas RTC - Assignment of Leases and Rents.PDF
998	FCSUB0000465-474 - Las Vegas RTC - Guaranty of Recourse Obligations (FCE).PDF
999	FCSUB0000475-485 - Las Vegas RTC - Guaranty of Recourse Obligations (Mitchell and Liberman).PDF
1000	FCSUB0000486-502 - Las Vegas RTC - Deposit Account Agreement.PDF
1001	FCSUB0000503-511 - Las Vegas RTC - Assignment of Letter of Credit Proceeds.PDF
1002	FCSUB0000512-556 - Tenancy in Common Agreement.PDF
1003	FCSUB0000557-573 - Las Vegas RTC - CTL Assignment of Leases and Rents.PDF
1004	FCSUB0000574-576 - Reimbursement Agreement executed.PDF
1005	FCSUB0000577-582 - RTC Estoppel.PDF
1006	FCSUB0000583-593 - RTC SNDA.PDF
1007	FCSUB0000594-633 - 2008.04.28 - Fully Executed TIC Agreement with Exhibits.PDF
1008	FCSUB0000634-647 - 2008.04.28 - Fully Executed TIC Management Agmt with Exhibits.PDF
1009	FCSUB0000648-651 - 2010.09.01 - First Amendment to TIC Agreement (executed).PDF
1010	FCSUB0000652-672 - 2007.06.22 - Las Vegas - Assignment of Leases and Rents.PDF
1011	FCSUB0000673-678 - 2007.06.22 - Las Vegas - Guaranty (Reaffirmation).PDF
1012	FCSUB0000679-690 - 2007.06.22 - Las Vegas - Guaranty.PDF
1013	FCSUB0000691-796 - 2007.06.22 - Las Vegas - Loan Agreement.PDF
1014	FCSUB0000797-813 - 2009.06.30 - Las Vegas - Loan Agreement (Second Amendment).PDF
1015	FCSUB0000814-831 - 2009.07.31 - Las Vegas - Loan Agreement (Third Amendment).PDF
1016	FCSUB0000832-865 - 2009.08.31 - Las Vegas - Loan Agreement (Fourth Amendment).PDF
1017	FCSUB0000866-871 - 2009.12.17 - Las Vegas - Completion Guaranty (CLV).PDF
1018	FCSUB0000872-938 - 2009.12.17 - Las Vegas - Development Agreement (City Hall).PDF
1019	FCSUB0000939-940 - 2011.07.05 - Notice of Loan Maturity Letter FC Vegas.PDF
1020	FCSUB0000941-952 - 2011.08.05 - Discounted Payoff and Release Agmt.PDF
1021	FCSUB0000953-954 - 2011.08.05 - Release of Borrower.PDF
1022	FCSUB0000955-956 - 2011.08.05 - Release of Guarantor.PDF
1023	FCSUB0000957-971 - 2011.08.11 - Discounted Payoff.PDF
1024	FCSUB0000972-1227 - Exchange and Parcel PQ Dev Agree 12.17.09.PDF
1025	FCSUB0001228-1232 - 2011.02.25 - Assignment and Assumption Agmt - LWITC Successor.PDF
1026	FCSUB0001233-1241 - 2011.02.25 - Assignment and Assumption Agmt.PDF
1027	FCSUB0001242-1315 - 2011.02.25_Merger.PDF

RICH00034

50028-0034
Case No.: A-16

RA 008608

	File Name
1028	FCSUB0001316-1330 - 2011.02.28 - Management Agreement.PDF
1029	FCSUB0001331-1384 - 2011.02.28_Amended_and_Restated_Agreement.PDF
1030	FCSUB0001385-1455 - 2011.02.28_Amended_and_Restated_Agreement.PDF
1031	FCSUB0001456-1460 - 2011.02.28_Assignments_.PDF
1032	FCSUB0001461-1478 - 2011.02.28_Operating_Agreement.PDF
1033	FCSUB0001479 - 2015.11.24 - Downtown CAC settlement stmt executed.PDF
1034	FCSUB0001480-1481 - 2015.12.30 - Settlement Statement-Parcels A-C-D3.PDF
1035	FCSUB0001482-1485 - 2017.06.01 - Closing Statement-buyer-seller.PDF
1036	FCSUB0001486 - Las Vegas Land sale summary.pdf
1037	FCSUB0001487-1515 - FC_LW Vegas LLC 2011 1065.PDF
1038	FCSUB0001516-1539 - FC_LW Vegas LLC 2012 1065.PDF
1039	FCSUB0001540-1562 - FC_LW Vegas LLC 2013 1065.PDF
1040	FCSUB0001563-1582 - FC_LW Vegas LLC 2014 1065.pdf
1041	FCSUB0001583-1614 - FC-LW Vegas LLC 2015 1065.pdf
1042	FCSUB0001615-1639 - FC_LW Vegas LLC 2016__US_1065.pdf
1043	FCSUB0001640-1658 - FC LW Vegas LLC_2017_T4384P_US_FIT_RET_US 1065 Return.pdf
1044	FCSUB0001659-1676 - PQ Ground Lessee LLC 2009 1065.PDF
1045	FCSUB0001677-1690 - PQ Ground Lessee LLC 2010 1065.PDF
1046	FCSUB0001691-1704 - PQ Ground Lessee LLC 2011 1065 short year 2-1 to 2-28-11.PDF
1047	FCSUB0001705-1723 - PQ Las Vegas LLC 2009 1065.PDF
1048	FCSUB0001724-1742 - PQ Las Vegas LLC 2010 1065.PDF
1049	FCSUB0001743-1758 - PQ Las Vegas LLC 2011 1065.PDF
1050	FCSUB0001759-1776 - PQ Las Vegas LLC 2012 1065.PDF
1051	FCSUB0001777-1798 - PQ Las Vegas LLC 2013 1065.PDF
1052	FCSUB0001799-1816 - PQ Las Vegas LLC 2014 1065.pdf
1053	FCSUB0001817-1840 - PQ Las Vegas 2015 1065.pdf
1054	FCSUB0001841-1862 - PQ Las Vegas LLC 2016_US_1065.pdf
1055	FCSUB0001863-1882 - PQ Las Vegas LLC_2017_T3290P_US_FIT_RET_US 1065.pdf
1056	FCSUB0001883-1901 - QH Las Vegas LLC 2009 1065.PDF
1057	FCSUB0001902-1918 - QH Las Vegas LLC 2010 1065.PDF
1058	FCSUB0001919-1936 - QH Las Vegas LLC 2011 1065.PDF
1059	FCSUB0001937-1957 - QH Las Vegas LLC 2012 1065.PDF
1060	FCSUB0001958-1979 - QH Las Vegas LLC 2013 1065.PDF
1061	FCSUB0001980-1997 - QH Las Vegas LLC 2014 1065.pdf
1062	FCSUB0001998-2019 - QH Las Vegas LLC 2015 1065.pdf
1063	FCSUB0002020-2041 - QH Las Vegas LLC 2016__US_1065.pdf
1064	FCSUB0002042-2058 - QH Las Vegas LLC_2017_T3292P_US_FIT_RET_1065.pdf
1065	FCSUB0002059-2200 - FCE-12.31.2013-10KT - FINAL.PDF
1066	FCSUB0002201-2363 - 2015 Annual Report 10-K.PDF
1067	LVLV 2006 ledger.pdf
1068	LVLV 2007 ledger.pdf
1069	LVLV 2008 ledger.pdf
1070	LVLV 2009 ledger.pdf
1071	LVLV 2010 ledger.pdf
1072	lvlp3a.pdf
1073	2009 12 Livework Riverstone reporting package.pdf
1074	2011 efile.pdf
1075	Amended and Restated Operating Agreement of FC_LW Vegas LLC.pdf
1076	Amended and Restated Operating Agreement of PQ Las Vegas LLC.pdf
1077	Bank Rec 12.31.13 from LVLV - 2013 Register 09.03.14.pdf
1078	Barnet Liberman LVLV Capital Account Activity.pdf
1079	Barnet LVLV Interest Accrual 02.27.09 (1).pdf
1080	Barnet LVLV Interest Accrual 02.27.09.pdf
1081	BL loans to Miami.pdf
1082	Copy of LVLV - 2012 Register for tax return 2.xlsx
1083	Copy of LVLV - 2013 Register 09.03.14.xls
1084	Copy of LVLV - 2013 Register for QB.xls
1085	Copy of LVLV Transactions - 2011 for batch entry.xls
1086	Copy of LVLV Transactions - 2011.xls
1087	David Mitchell LVLV Capital Account Activity.pdf
1088	David Mitchell LVLV Interest Accrual 02.27.09.pdf
1089	DISREGARDED ENTITIES.pdf
1090	Email Confirmation - 12.24.14.pdf
1091	Equity schedule update 9-10-08 for DM.xls
1092	FC_LW Vegas LLC 2014 1065.pdf
1093	FC_LW Vegas LLC 2011 1065.pdf
1094	FC_LW Vegas LLC 2012 1065 fye 01.31.13.pdf
1095	FC_LW Vegas LLC 2013 1065.pdf
1096	FC-LW Vegas LLC 2015 1065.pdf
1097	HB Invoice - 10.03.14.pdf
1098	health ins stmt.pdf
1099	Heartland Bank - Payoff.pdf
1100	Heartland Bank - Payoff_20141120_103748.pdf
1101	IRS conversation 12.14.11.doc
1102	Key bank interest reserve.xls
1103	Las Vegas Land Partners SKE WORKING active file.QBW
1104	Leah Property - Deed.pdf
1105	Leah Property LLC - Consent of the Sole Member of Leah Property LLC - 12.19.14.pdf
1106	Leah Property LLC - VNB New York - 2013 Loan Statements.pdf

RICH00035

50028-0035
Case No.: A-16

RA 008609

	File Name
1107	Letter Confirmation - 12.11.14.pdf
1108	Letter Confirmation - 12.22.14.pdf
1109	Liberman Barnet - LVLV - 2016 Schedule K-1.pdf
1110	Liveworks December 2010 Operating Report.pdf
1111	LVLV - 2012 Register for tax return.xlsx
1112	LVLV - 2016 Schedule K-1.pdf
1113	LVLV - Signature Bank - 2013 Bank Statements.pdf
1114	LVLV - Signature Bank - 2013 Loan Statements.pdf
1115	LVLV 12.31.13 AEs.doc
1116	LVLV 12.31.13 ATB.doc
1117	LVLV 2009 Bank Statements[1].pdf
1118	LVLV 2009 transactions.xls
1119	LVLV 2010 Transactions.xls
1120	Imp 2012 for bl audit.pdf
1121	LVLV 2014 Check Register - FOR QB.xlsx
1122	LVLV 2014 Check Register.xls
1123	LVLV 2014 Check Register.xlsx
1124	LVLV 2015 Transactions.xls
1125	LVLV 2016.xlsx
1126	LVLV assets.pdf
1127	LVLV assets.xlsx
1128	LVLV Barnet Capital Account Activity.pdf
1129	LVLV David Capital Account Activity.pdf
1130	LVLV DISREGARDED ENTITIES.xlsx
1131	LVLV EFILE RECEIPT FOR 2015.pdf
1132	LVLV fixed assets analysis.xls
1133	LVLV Holdings - 2010 Form 1065.pdf
1134	LVLV Holdings - 2011 Form 1065.pdf
1135	LVLV Holdings LLC - 2014 Form IT204LL.pdf
1136	LVLV Holdings LLC - 2015 Client Copy Tax Returns.pdf
1137	LVLV Holdings LLC - 2015 Efile Authorization Forms.pdf
1138	LVLV Holdings LLC - 2015 SIGNED Efile Authorization Forms.pdf
1139	LVLV Partner Account Activity.xlsx
1140	LVLV Partners Capital Account Summary.xlsx
1141	LVLV Property contributed to new entity.pdf
1142	LVLV Rent potential.xlsx
1143	LVLV RENTAL INCOME.xls
1144	LVLV Signature Activity.xlsx
1145	LVLV Signature Bank Statements 2012.pdf
1146	LVLV Signature Loan Activity 2011 differences.pdf
1147	Imp summary.xlsx
1148	LVLV Transactions.xls
1149	LVLV Trial Balance 2011.pdf
1150	LVLV Unallocated contributions from partners.pdf
1151	LVLV Unknown Partner Account Activity.pdf
1152	LVLV Valley National Statements 2012.pdf
1153	LVLV VNB Activity 2011.pdf
1154	LVLV VNB Activity 2011.xlsx
1155	LVLV VNB Loan 2014.xlsx
1156	NOTE_VEGAS 21104000.pdf
1157	NYS Collection ltr 8.1.07.pdf
1158	PQ Ground Lessee LLC 2011 1065 short year 2-1 to 2-28-11.pdf
1159	PQ Las Vegas 2015 1065.pdf
1160	PQ Las Vegas LLC 2014 1065.pdf
1161	PQ Las Vegas LLC 2016_US_1065.pdf
1162	PQ Las Vegas LLC 2011 1065.pdf
1163	PQ Las Vegas LLC 2012 1065 fye 01 31.13.pdf
1164	PQ Las Vegas LLC 2013 1065.pdf
1165	QH Las Vegas LLC 2014 1065.pdf
1166	QH Las Vegas LLC 2015 1065.pdf
1167	QH Las Vegas LLC 2011 1065.pdf
1168	QH Las Vegas LLC 2012 1065 fye 01.31.13.pdf
1169	QH Las Vegas LLC 2013 1065.pdf
1170	QH+Las+Vegas+LLC+2010+1065.pdf
1171	Release of Lease Guaranty 2814480329.pdf
1172	Rental Income and Expense 2010.xls
1173	Schedule K-1s -2014 FC_LW PQ Las Vegas and QH Las Vegas LLC.pdf
1174	Signature Bank - Joint Acct - 01 thru 02 -2014.pdf
1175	Signature Bank - Joint Acct - 01 -2015.pdf
1176	Signature Bank - Joint Acct - 02 -2014.pdf
1177	Signature Bank - Joint Acct - 03 -2014.pdf
1178	Signature Bank - Joint Acct - 04 -2014.pdf
1179	Signature Bank - Joint Acct - 05 -2014.pdf
1180	Signature Bank - Joint Acct - 06 -2014.pdf
1181	Signature Bank - Joint Acct - 07 -2014.pdf
1182	Signature Bank - Joint Acct - 08 -2014.pdf
1183	Signature Bank - Joint Acct - 09 -2014.pdf
1184	Signature Bank - Joint Acct - 10 -2014.pdf
1185	Signature Bank - Joint Acct - 11 -2014.pdf

RICH00036

50028-0036
Case No.: A-16

RA 008610

	File Name
1186	Signature Bank - Joint Acct - 12-2014.pdf
1187	SKE 123108 LVLV 2009 transactions.xls
1188	SKE LVLV (2).xls
1189	Statements - 2016.pdf
1190	Valley National Bank - Release of Guaranty for David J. Mitchell.pdf
1191	VEGAS EXPENSES AND TRANSACTION - LOAN RECEIVED PAID.xls
1192	Vegas subpoena.pdf
1193	Written Declaration of PQ Ground Lessee LLC.pdf
1194	078 title survey site loan.pdf
1195	LVLV 1-74.compressed.pdf
1196	Assignment of Contract bw Meyer and LiveWork - MIT002068-MIT002092 .pdf
1197	Correspondence - Brn Brn Premisurur-VNB NY 3.10.08 - MIT000849-MIT000866.pdf
1198	Correspondence - Katsky Korins-VNB NY 3.12.08 - MIT000839-MIT000848.pdf
1199	Correspondence - Leah-VNB NY 3.12.08 - MIT000977-MIT000980.pdf
1200	Correspondence - Meyer Property 7.27.2006 - MIT002037-MIT002039.pdf
1201	Correspondence - Meyer Property 9.22.06 - MIT000981-MIT000983.pdf
1202	Correspondence - Meyer-LDI Trust 9.26.05 - MIT002036.pdf
1203	First Amendmt to Sale Agmt Meyer-Triopoly 7.30.08 - MIT001026-MIT001028.pdf
1204	First Amer Title - Borrower Est Settlement Stmt 3.12.2008 - MIT000975-MIT000976.pdf
1205	First Amer Title Ins Commercial Owner Advt - MIT000962-MIT000965.pdf
1206	Guggenheim Corporate Funding, LLC Loan Docs w LiveWork LLC 10.23.06 - MIT001029-MIT002031.pdf
1207	Leah - Certificates, Op Agmt & Consent of Manager - March 2008 - MIT000867-MIT000887.pdf
1208	Leah Agmt Leases Rents 3.12.08 - MIT000785-MIT000802.pdf
1209	Leah Cert Title of Ins 3.4.08 - MIT000967-MIT000970.pdf
1210	Leah Certificates, Amnd Op Agmt, & Unanimous Consent LVLV - MIT000888-MIT000936.pdf
1211	Leah Deed of Trust 3.12.08 - MIT000753-MIT000784.pdf
1212	Leah Dep Acct Control Agmt 3.12.08 - MIT000631-MIT000638.pdf
1213	Leah Env Indem & Release Agmt 3.12.08 - MIT000816-MIT000830.pdf
1214	Leah Guaranty LVLV 3.12.08 - MIT000610-MIT000615.pdf
1215	Leah Index for Loan from VNB NY - MIT002032-MIT002035.pdf
1216	Leah Prom. Note 3.12.08 - MIT000746-MIT000752.pdf
1217	Leah UCC Fin Stmt VNB NY Corp - MIT000803-MIT000809.pdf
1218	Loan Policy of Title Insur 3.12.08 - MIT000937-MIT000961.pdf
1219	Meyer Sale Agmt w Logan Trust - MIT002040-MIT002053.pdf
1220	Meyer Sale Agmt w Triopoly - MIT002054-MIT002067.pdf
1221	Meyer Sale Agmt with George Cromer 6.4.07 - MIT001008-MIT001025.pdf
1222	Meyer Sale Agmt with LDI Trust - MIT000984-MIT001007.pdf
1223	Queen of Hearts Purchase Agmt bw T-QHR and Zoe 9.18.2006.pdf
1224	Standard Flood Hazard Det - MIT000971-MIT000972.pdf
1225	Title Survey - MIT000966.pdf
1226	UCC Fin Termination Stmt 3.12.08 - MIT000973-MIT000974.pdf
1227	April 2014-November 2014 Signature Bank Statements - LVLV - MIT0002468-MIT0002491.pdf
1228	2014-2015 NY Sec of State Filings for LVLV - MIT002404-MIT002411.pdf
1229	2015 General Ledger and Activity Stmt LVLV - MIT002412-MIT002417.pdf
1230	2015 US and NY Tax Returns for LVLV - MIT002368-MIT002403.pdf
1231	Atty Fee Agmt and Pymt - MIT002418-MIT2467.pdf
1232	Casino Coolidge Zoning and Sale Documents - MIT002052-MIT002184.pdf
1233	Docs Subseqt to THCS Partnerships - MIT002290-MIT2367.pdf
1234	Leah Property Applications - MIT002185-MIT002289.pdf
1235	LVLV 2016 General Ledger - MIT002116-MIT002118.pdf
1236	LVLV Signature Bank Statements 2015-2016 - MIT002119-MIT002151.pdf
1237	Consent of Sole Member of LP 12.19.2014.pdf
1238	Deed from LP to CC 12.31.2014.pdf
1239	Nype Trial Exhibits.pdf
1240	2006 Signature Bank Statements - LVLV MIT000001-MIT000032.pdf
1241	2007 Signature Bank Statements - LVLV - MIT000033-MIT000080.pdf
1242	2008 Signature Bank Statements - LVLV - MIT000081-MIT000128.pdf
1243	2009 Signature Bank Statements - LVLV - MIT000129-MIT000176.pdf
1244	2010 Signature Bank Statements - LVLV - MIT000177-MIT000228.pdf
1245	2011 Signature Bank Statements - LVLV - MIT000229-MIT000235.pdf
1246	2012 Signature Bank Statements - LVLV - MIT000236-MIT000303.pdf
1247	2013 Signature Bank Statements - LVLV - MIT000304-MIT000375.pdf
1248	2014 Signature Bank Statements - LVLV - MIT000376-MIT000391.pdf
1249	hvp bank statements.pdf
1250	LVLV 2006 ledger - MIT000593-MIT000620.pdf
1251	LVLV 2007 ledger - MIT000621-MIT000645.pdf
1252	LVLV 2008 ledger - MIT000646-MIT000665.pdf
1253	LVLV 2009 ledger - MIT000666-MIT000681.pdf
1254	LVLV 2010 ledger - MIT000682-MIT000696.pdf
1255	LVLV 2011-2014 ledger - Redacted - MIT000697-MIT000733.pdf
1256	LVLV Ledger - Excel 1.13.11-4.27.25 - MIT000734-MIT000744.pdf
1257	LVLV Tax Return 2011 - MIT000392-MIT000461.pdf
1258	LVLV Tax Return 2012 - MIT000462-MIT000523.pdf
1259	LVLV Tax Return 2013 - MIT000524-MIT000589.pdf
1260	First Suppl Disc LVLV75-113 compressed.pdf
1261	FC000001 - FC001254.pdf
1262	FWS000001 - FWS000308.pdf
1263	LVLP000001 - LVLP000856.pdf
1264	P00001 - P08876.pdf

RICH00037

50028-0037
Case No.: A-16

RA 008611

	File Name
1265	P010298 - P010752.pdf
1266	P010753 - P010881.pdf
1267	P010882 - P010998.pdf
1268	P010999 - P011534.pdf
1269	P08877 - P08896.pdf
1270	P08877 - P08882.pdf
1271	P08883 - P08912.pdf
1272	P08913 - P10297.pdf
1273	LVL 2010 cash account activity SPZ001049-SPZ001052.pdf
1274	LVL 2011 cash account activity SPZ001053-SPZ001058.pdf
1275	LVL 2011 Trial Balance SPZ001059-SPZ001066.pdf
1276	LVL 2011 TO 2014 Revised Trial Balances SPZ001067-SPZ001087.pdf
1277	LVL 2012 cash account activity SPZ001088-SPZ001089.pdf
1278	LVL 2012 Trial Balance SPZ001090-SPZ001093.pdf
1279	LVL 2013 cash account activity SPZ001094-SPZ001096.pdf
1280	LVL 2013 Trial Balance SPZ001097-SPZ001100.pdf
1281	LVL 2014 cash account activity SPZ001101-SPZ001104.pdf
1282	LVL 2014 Trial Balance SPZ001105-SPZ001109.pdf
1283	LVL ENG LETTER 2017 SPZ000001.pdf
1284	Bank Rec 12.31.13 from LVL - 2013 Register 09.03.14 SPZ000002.pdf
1285	Copy of LVL - 2013 Register 09.03.14 SPZ000003-SPZ0000054 .pdf
1286	Copy of LVL - 2013 Register for QB SPZ000055-SPZ000106.pdf
1287	FC_LW Vegas LLC 2012 1065 fye 01.31.13 SPZ000107-SPZ000130.pdf
1288	FC_LW Vegas LLC 2013 1065 SPZ000131-SPZ000153.pdf
1289	Leah Property LLC - VNB New York - 2013 Loan Statements SPZ000154-SPZ000176.pdf
1290	LVL - Signature Bank - 2013 Loan Statements SPZ000177-SPZ000190.pdf
1291	LVL 12.31.13 A/Es SPZ000191-SPZ000192.pdf
1292	LVL 12.31.13 ATB SPZ000193-SPZ000194.pdf
1293	LVL 2013 TR SPZ000195-SPZ000225.pdf
1294	LVL BS 2013 SPZ000226.pdf
1295	LVL GL 2013 SPZ000227-SPZ000244.pdf
1296	LVL INC STMT 2013 SPZ000245.pdf
1297	PQ Las Vegas LLC 2012 1065 fye 01.31.13 SPZ000246-SPZ000263.pdf
1298	QH Las Vegas LLC 2012 1065 fye 01.31.13 SPZ000264-SPZ000284.pdf
1299	Barnet Liberman LVL Capital Account Activity SPZ000285-SPZ000288.pdf
1300	David Mitchell LVL Capital Account Activity SPZ000289-SPZ000294.pdf
1301	Email Confirmation - 12.24.14 SPZ000295.pdf
1302	FC_LW Vegas LLC 2014 1065 SPZ000687-SPZ000706.pdf
1303	HB Invoice - 10.03.14 SPZ000296.pdf
1304	Heartland Bank - Payoff SPZ000297-SPZ000302.pdf
1305	Leah Property - Deed SPZ000303-SPZ000304.pdf
1306	Leah Property LLC - Consent of the Sole Member of Leah Property LLC - 12.19.14 SPZ000305-SPZ000306.pdf
1307	Letter Confirmation - 12.11.14 SPZ000307.pdf
1308	Letter Confirmation - 12.22.14 SPZ000308.pdf
1309	LVL 2014 aje SPZ000309.pdf
1310	LVL 2014 Check Register - FOR QB SPZ000342-SPZ000372.pdf
1311	LVL 2014 Check Register (2) SPZ000310-SPZ000341.pdf
1312	LVL 2014 Check Register SPZ000373-SPZ000409.pdf
1313	LVL BS 2014 SPZ000410.pdf
1314	LVL GL 2014 SPZ000411-SPZ000431.pdf
1315	LVL Holdings LLC - 2014 Form IT204LL SPZ000432-SPZ000434.pdf
1316	LVL INC STMT 2014 2 SPZ000435.pdf
1317	LVL INC STMT 2014 SPZ000436.pdf
1318	LVL Partners Capital Account Summary SPZ000437-SPZ000440.pdf
1319	LVL TR 2014 SPZ000441-SPZ000460.pdf
1320	LVL Unknown Partner Account Activity SPZ000461.pdf
1321	LVL VNB Loan 2014 SPZ000462-SPZ000464.pdf
1322	PQ Las Vegas LLC 2014 1065 SPZ000707-SPZ000724.pdf
1323	QH Las Vegas LLC 2014 1065 SPZ000725-SPZ000742.pdf
1324	Release of Lease Guaranty 2814480329 SPZ000465-SPZ000467.pdf
1325	Schedule K-1s -2014 FC_LW PQ Las Vegas and QH Las Vegas LLC SPZ000468-SPZ000473.pdf
1326	Signature Bank - Joint Acct - 01 thru 02 -2014 SPZ000474-SPZ000481.pdf
1327	Signature Bank - Joint Acct - 01-2015 SPZ000482-SPZ000483.pdf
1328	Signature Bank - Joint Acct - 02-2014 SPZ000484.pdf
1329	Signature Bank - Joint Acct - 03-2014 SPZ000485-SPZ000486.pdf
1330	Signature Bank - Joint Acct - 04-2014 SPZ000487-SPZ000488.pdf
1331	Signature Bank - Joint Acct - 05-2014 SPZ000489.pdf
1332	Signature Bank - Joint Acct - 06-2014 SPZ000490.pdf
1333	Signature Bank - Joint Acct - 07-2014 SPZ000491.pdf
1334	Signature Bank - Joint Acct - 08-2014 SPZ000492.pdf
1335	Signature Bank - Joint Acct - 09-2014 SPZ000493.pdf
1336	Signature Bank - Joint Acct - 10-2014 SPZ000494.pdf
1337	Signature Bank - Joint Acct - 11-2014 SPZ000495.pdf
1338	Signature Bank - Joint Acct - 12-2014 SPZ000496-SPZ000497.pdf
1339	Valley National Bank - Release of Guaranty for David J. Mitchell SPZ000498-SPZ000504.pdf
1340	FC-LW Vegas LLC 2015 1065 SPZ000743-SPZ000774.pdf
1341	LVL 2015 A/E SPZ000505.pdf
1342	LVL 2015 GL SPZ000506-SPZ000522.pdf
1343	LVL 2015 Transactions SPZ000523-SPZ000531.pdf

RICHO0038

50028-0038
Case No.: A-16

RA 008612

	File Name
1344	LVL BS 12.31.15 SPZ000532.pdf
1345	LVL EFILE RECEIPT FOR 2015 SPZ000533-SPZ000534.pdf
1346	LVL INC STMT 12.31.15 SPZ000535.pdf
1347	LVL TR 2015 SPZ000536-SPZ000556.pdf
1348	PQ Las Vegas 2015 1065 SPZ000797-SPZ000820.pdf
1349	QH Las Vegas LLC 2015 1065 SPZ000775-SPZ000796.pdf
1350	LVL 2016 SPZ000557-SPZ000644.pdf
1351	LVL 2016 TR SPZ000645-SPZ000663.pdf
1352	LVL AJE 12.31.16 SPZ000664.pdf
1353	LVL BS 12.31.16 SPZ000665.pdf
1354	LVL GENL LEDGER 12.31.16 SPZ000666-SPZ000681.pdf
1355	LVL INC STMT 12.31.16 SPZ000682.pdf
1356	PQ Las Vegas LLC 2016_US_1065 SPZ000821-SPZ000842.pdf
1357	Statements - 2016 SPZ000683-SPZ000686.pdf
1358	Las Vegas Land Partners - 2011 GL SPZ000881-SPZ000888.pdf
1359	Las Vegas Land Partners - 2012 GL SPZ000889-SPZ000893.pdf
1360	Las Vegas Land Partners - 2013 GL SPZ000894-SPZ000899.pdf
1361	Las Vegas Land Partners - 2014 GL SPZ000900-SPZ000909.pdf
1362	LVL 2004-2005 ledger SPZ000910-SPZ000944.pdf
1363	LVL 2006 ledger SPZ000945-SPZ000972.pdf
1364	LVL 2007 ledger SPZ000973-SPZ000997.pdf
1365	LVL 2008 ledger SPZ000998-SPZ001017.pdf
1366	LVL 2009 ledger SPZ001018-SPZ001033.pdf
1367	LVL 2010 ledger SPZ001034-SPZ001048.pdf
1368	Barnet LVL Interest Accrual 02.27.09 SPZ000854-SPZ000856.pdf
1369	David Mitchell LVL Interest Accrual 02.27.09 SPZ000857-SPZ000859.pdf
1370	DISREGARDED ENTITIES SPZ000860.pdf
1371	LVL Barnet Capital Account Activity SPZ000861-SPZ000864.pdf
1372	LVL David Capital Account Activity SPZ000865-SPZ000868.pdf
1373	LVL DISREGARDED ENTITIES SPZ000869-SPZ000871.pdf
1374	LVL Unallocated contributions from partners SPZ000872.pdf
1375	NOTE_VEGAS 21104000 SPZ000873.pdf
1376	VEGAS EXPENSES AND TRANSACTION - LOAN RECEIVED PAID SPZ000874-SPZ000880.pdf
1377	LVL Subpoena SPZ001110-SPZ001114.pdf
1378	2006-2007 BILLING SPZ000843.pdf
1379	2008 BILLING SPZ000844.pdf
1380	2009 BILLING SPZ000845.pdf
1381	2010 BILLING SPZ000846.pdf
1382	2011 BILLING SPZ000847.pdf
1383	2011-2014 GL BILLING SPZ000848.pdf
1384	2012 BILLING SPZ000849.pdf
1385	2013 BILLING SPZ000850.pdf
1386	2014 BILLING SPZ000851.pdf
1387	2015 BILLINGS SPZ000852.pdf
1388	2016 BILLING SPZ000853.pdf
1389	305LV00066 - 305LV00084 CONFIDENTIAL INFORMATION - Advanced Litigation Lease Amending Agreement with Lease attached .pdf
1390	305LV00085 - 305LV00088 CONFIDENTIAL INFORMATION - Advanced Litigation Termination Agreement 105 - 305 Las Vegas LLC ~1.pdf
1391	305LV00089 - 305LV00091 CONFIDENTIAL INFORMATION - Tenant Ledger Advanced Litigation.pdf
1392	305LV00092 - 305LV00119 CONFIDENTIAL INFORMATION - Fully executed new lease JBI.pdf
1393	305LV00120 - 305LV00149 CONFIDENTIAL INFORMATION - Fully executed lease Callister.pdf
1394	305LV00150 - 305LV00172 CONFIDENTIAL INFORMATION - Fully executed lease Guerilla Marketing.pdf
1395	305LV00173 - 305LV00201 CONFIDENTIAL INFORMATION - Fully executed lease Parke Esquire.pdf
1396	305LV00202 - 305LV00225 CONFIDENTIAL INFORMATION - Fully executed lease Pink Tutu.pdf
1397	305LV00226 - 305LV00250 CONFIDENTIAL INFORMATION - Fully executed lease Viva Vape.pdf
1398	305LV00251 - 305LV00526 CONFIDENTIAL INFORMATION - City National Bank Acct. 1045 Statement with Reconciliation Reports~1.pdf
1399	305LV00527 - 305LV00547 CONFIDENTIAL INFORMATION - Meadows Bank Acct. 1065 Statements 05.2018 - 01.2018.pdf
1400	305LV00548 - 305LV00550 CONFIDENTIAL INFORMATION - Meadows Bank Acct. 8033 Statements dated 11.28.17, 12.13.17 & 3.29~1.pdf
1401	305LV00551 - 305LV01120 CONFIDENTIAL INFORMATION - 305 2nd av 2014 return copies.pdf
1402	305LV01121 - 305LV01611 CONFIDENTIAL INFORMATION - 305 2nd ave 2015 office copies.pdf
1403	305LV01612 - 305LV02354 CONFIDENTIAL INFORMATION - 305 2nd av 2016 Tax return.pdf
1404	305LV02355 - 305LV03198 CONFIDENTIAL INFORMATION - 305 2nd av 2017 Tax Return.pdf
1405	305LV03199 - 305LV03200 305 Avenue Associates, L.P. - NYS Department of State - Entity Details.pdf
1406	305LV03201 - 305 Las Vegas LLC - Delaware Department of State - Division of Corporations - Entity Details.pdf
1407	305LV03202 - 305LV03205 CONFIDENTIAL INFORMATION - Certificate of Adoption of Revised Limited Partnership Act of 305 ~1.pdf
1408	305LV03206 - 305LV03208 CONFIDENTIAL INFORMATION - Certificate of Amendment of the Certificate of Limited Partnership~1.pdf
1409	305LV03209 - 305LV03216 APN 139-34-410-056 through 139-34-410-059 - Real Property Records.pdf
1410	305LV03217 - 305LV03221 Grant, Bargain, Sale Deed APN's 139-34-410-056 through 139-34-410-059.pdf
1411	305LV03222 - 305LV03225 Parcel Ownership APN's 139-34-410-056 through 139-34-410-059.pdf
1412	305LV03226 - 305LV03239 Grant, Bargain and Sale Deed APN 139-34-311-043.pdf
1413	305LV03240 - 305LV03245 Grant, Bargain and Sale Deed APN's 139-34-210-014_139-24-210-015 & 139-34-210-018.pdf
1414	305LV03246 - 305LV03272 Register of Actions and final Judgment for Case No. 07A551073.pdf
1415	305LV03273 - 305LV03276 Register of Actions and final Stipulation and Order for Case No. A-12-656650-C.pdf
1416	305LV03277 - 305LV03292 Register of Actions and final Order for Case No. A-13-679028-B.pdf
1417	305LV03293 - 305LV03345 CONFIDENTIAL INFORMATION - Settlement Agreement Case No. A-13-679028-B.pdf
1418	305LV03346 - 305LV03350 Register of Actions and final Stipulation and Order for Case No. A-13-682684-C.pdf
1419	305LV03351 - 305LV03356 Register of Actions and final Order for Case No. A-14-697861-B.pdf
1420	305LV03357 - 305LV03358 Certificate of Formation of 305 Las Vegas LLC.pdf
1421	305LV03359 Application for Registration - NV Articles for Foreign LLC - 305 Las Vegas LLC.pdf
1422	305LV03360 Foreign LLC Charter - 305 Las Vegas LLC.pdf

RICH00039

50028-0039
Case No.: A-16

RA 008613

	<u>File Name</u>
1423	305LV03361 List of Managers filed 03-07-16 - 305 Las Vegas LLC.pdf
1424	305LV03362 - 305LV03364 Operating Agreement - 305 Las Vegas LLC.pdf
1425	305LV03385 - 305LV03388 CONFIDENTIAL INFORMATION - 305 SECOND AVE 2007 Federal Tax return .pdf
1426	305LV03389 - 305LV03393 CONFIDENTIAL INFORMATION - 305 SECOND AVE FORM 1065 2008 - Federal.pdf
1427	305LV03394 - 305LV03492 CONFIDENTIAL INFORMATION - 305 2nd Ave. 2009 Tax return. pdf
1428	305LV03493 - 305LV03542 CONFIDENTIAL INFORMATION - 305 SECOND AVE FORM 1065 2010 - Federal .pdf
1429	305LV03543 - 305LV03999 CONFIDENTIAL INFORMATION - 305 2nd Ave 2011 Tax return.pdf
1430	305LV04000 - 305LV04509 CONFIDENTIAL INFORMATION - 305 2nd Ave 2012 Tax return.pdf
1431	305LV04510 - 305LV04533 CONFIDENTIAL INFORMATION - 305 2nd Ave 2013 Tax return.pdf
1432	305LV04534 - 305LV04564 CONFIDENTIAL INFORMATION - 305 Las Vegas trial_balances-2017.pdf
1433	305LV04565 - 305LV05717 CONFIDENTIAL INFORMATION - 305 Las Vegas, LLC General Ledger for dates 12.05.14 - 07.29.17.pdf

RICH00040

50028-0040
Case No.: A-16

RA 008614

Exhibit RWCO 004

RICH00041

50028-0041
Case No.: A-16

RA 008615

\$2,608,797.50

Rate Period : Monthly

Nominal Annual Rate : 10.250 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/05/2007	2,608,797.50	1		
2 Rate Change	01/01/2008	Rate: 9.250 %		Rate Period: Monthly	
3 Rate Change	07/01/2008	Rate: 7.000 %		Rate Period: Monthly	
4 Rate Change	01/01/2009	Rate: 5.250 %		Rate Period: Monthly	
5 Rate Change	01/01/2016	Rate: 5.500 %		Rate Period: Monthly	
6 Rate Change	01/01/2017	Rate: 5.750 %		Rate Period: Monthly	
7 Rate Change	07/01/2017	Rate: 6.250 %		Rate Period: Monthly	
8 Rate Change	01/01/2018	Rate: 6.500 %		Rate Period: Monthly	
9 Rate Change	07/01/2018	Rate: 7.000 %		Rate Period: Monthly	
10 Rate Change	01/01/2019	Rate: 7.500 %		Rate Period: Monthly	
11 Payment	01/11/2019	4,280,741.85	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
					Interest	Principal	Total
Loan 12/05/2007		0.00	0.00	0.00	0.00	2,608,797.50	2,608,797.50
2007 Totals	0.00	0.00	0.00	0.00			
Rate 01/01/2008		19,780.40	0.00	0.00	19,780.40	2,608,797.50	2,628,577.90
Rate 01/01/2008	Rate: 9.250 %	Rate Period: Monthly					
Rate 07/01/2008		120,656.88	0.00	0.00	140,437.28	2,608,797.50	2,749,234.78
Rate 07/01/2008	Rate: 7.000 %	Rate Period: Monthly					
2008 Totals	0.00	140,437.28	0.00	0.00			
Rate 01/01/2009		91,307.91	0.00	0.00	231,745.19	2,608,797.50	2,840,542.69
Rate 01/01/2009	Rate: 5.250 %	Rate Period: Monthly					
2009 Totals	0.00	91,307.91	0.00	0.00			
Rate 01/01/2016		958,733.08	0.00	0.00	1,190,478.27	2,608,797.50	3,799,275.77
Rate 01/01/2016	Rate: 5.500 %	Rate Period: Monthly					
2016 Totals	0.00	958,733.08	0.00	0.00			
Rate 01/01/2017		143,483.86	0.00	0.00	1,333,962.13	2,608,797.50	3,942,759.63
Rate 01/01/2017	Rate: 5.750 %	Rate Period: Monthly					
Rate 07/01/2017		75,002.93	0.00	0.00	1,408,965.06	2,608,797.50	4,017,762.56
Rate 07/01/2017	Rate: 6.250 %	Rate Period: Monthly					
2017 Totals	0.00	218,486.79	0.00	0.00			
Rate 01/01/2018		81,524.92	0.00	0.00	1,490,489.98	2,608,797.50	4,099,287.48
Rate 01/01/2018	Rate: 6.500 %	Rate Period: Monthly					
Rate 07/01/2018		84,785.92	0.00	0.00	1,575,275.90	2,608,797.50	4,184,073.40
Rate 07/01/2018	Rate: 7.000 %	Rate Period: Monthly					
2018 Totals	0.00	166,310.84	0.00	0.00			
Rate 01/01/2019		91,307.91	0.00	0.00	1,666,583.81	2,608,797.50	4,275,381.31
Rate 01/01/2019	Rate: 7.500 %	Rate Period: Monthly					
1 01/11/2019	4,280,741.85	5,360.54	1,671,944.35	2,608,797.50	0.00	0.00	0.00
2019 Totals	4,280,741.85	96,668.45	1,671,944.35	2,608,797.50			
Grand Totals	4,280,741.85	1,671,944.35	1,671,944.35	2,608,797.50			

RICH00042

50028-0042
Case No.: A-16

RA 008616

\$140,665.63

Rate Period : Monthly

Nominal Annual Rate : 5.500 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	05/11/2016	140,665.63	1		
2 Rate Change	01/01/2017	Rate: 5.750 %		Rate Period: Monthly	
3 Rate Change	07/01/2017	Rate: 6.250 %		Rate Period: Monthly	
4 Rate Change	01/01/2018	Rate: 6.500 %		Rate Period: Monthly	
5 Rate Change	07/01/2018	Rate: 7.000 %		Rate Period: Monthly	
6 Rate Change	01/01/2019	Rate: 7.500 %		Rate Period: Monthly	
7 Payment	01/11/2019	163,847.68	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan 05/11/2016		0.00	0.00	0.00	0.00	140,665.63	140,665.63
2016 Totals	0.00	0.00	0.00	0.00			
Rate 01/01/2017		4,958.14	0.00	0.00	4,958.14	140,665.63	145,623.77
Rate 01/01/2017	Rate: 5.750 %		Rate Period: Monthly				
Rate 07/01/2017		4,044.14	0.00	0.00	9,002.28	140,665.63	149,667.91
Rate 07/01/2017	Rate: 6.250 %		Rate Period: Monthly				
2017 Totals	0.00	9,002.28	0.00	0.00			
Rate 01/01/2018		4,395.80	0.00	0.00	13,398.08	140,665.63	154,063.71
Rate 01/01/2018	Rate: 6.500 %		Rate Period: Monthly				
Rate 07/01/2018		4,571.63	0.00	0.00	17,969.71	140,665.63	158,635.34
Rate 07/01/2018	Rate: 7.000 %		Rate Period: Monthly				
2018 Totals	0.00	8,967.43	0.00	0.00			
Rate 01/01/2019		4,923.30	0.00	0.00	22,893.01	140,665.63	163,558.64
Rate 01/01/2019	Rate: 7.500 %		Rate Period: Monthly				
1 01/11/2019	163,847.68	289.04	23,182.05	140,665.63	0.00	0.00	0.00
2019 Totals	163,847.68	5,212.34	23,182.05	140,665.63			
Grand Totals	163,847.68	23,182.05	23,182.05	140,665.63			

Alan D. Lerman
CLERK OF THE COURT

1 JUDGE
2 Joshua H. Reisman, Esq.
3 Nevada Bar No. 7152
4 Robert R. Warns III, Esq.
5 Nevada Bar No. 12123
6 REISMAN-SOROKAC
7 8965 South Eastern Avenue, Suite 382
8 Las Vegas, Nevada 89123
9 Telephone: (702) 727-6258
10 Facsimile: (702) 446-6756
11 Email: jreisman@rsnvlaw.com
12 Email: rwarns@rsnvlaw.com
13
14 Attorneys for Defendants/Counterclaimants
15 Russell L. Nype and Revenue Plus, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

REISMAN-SOROKAC
8965 SOUTH EASTERN AVENUE, SUITE 382
LAS VEGAS, NEVADA 89123
PHONE: (702) 727-6258 FAX: (702) 446-6756

12 LAS VEGAS LAND PARTNERS, LLC; CASE NO. 07A551073
13 LIVE WORK, LLC and ZOE PROPERTIES, DEPT. NO. XXVIII
14 LLC,

14 Plaintiffs,

15 vs.

JUDGMENT

16 RUSSELL L. NYPE; REVENUE PLUS, LLC;
17 JOHN DOES I through X; JANE DOES I
18 through X; DOE CORPORATIONS I through
19 X; and DOE PARTNERSHIPS I through X,

19 Defendants.

20 RUSSELL L. NYPE; REVENUE PLUS, LLC,
21 Counterclaimants,

22 vs.

23 LAS VEGAS LAND PARTNERS, LLC;
24 DOES I through X; and ROE
25 CORPORATIONS I through X,

26 Counterdefendants.

<input type="checkbox"/> Non-Jury Disposed After Trial Start	<input type="checkbox"/> Jury Disposed After Trial Start
<input checked="" type="checkbox"/> Non-Jury Judgment Reached	<input type="checkbox"/> Jury Verdict Reached
<input type="checkbox"/> Transferred Before Trial	<input type="checkbox"/> Other

4/10/15 (2)

1 That Plaintiffs LAS VEGAS LAND PARTNERS, LLC, LIVE WORK, LLC, and ZOE
2 PROPERTIES, LLC take nothing and that all of their claims against Nype are dismissed, with
3 prejudice.

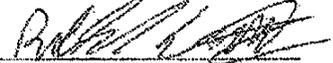
4 Dated this 6 day of April, 2015.



HON. RONALD ISRAEL
DISTRICT COURT JUDGE

Submitted by:

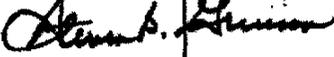
REISMAN SOROKAC



Joshua H. Reisman, Esq.
Nevada Bar No. 7152
Robert R. Wams III, Esq.
Nevada Bar No. 12123
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Attorneys for Defendants/Counterclaimants
Russell L. Nype and Revenue Plus, LLC

REISMAN SOROKAC
8965 SOUTH EASTERN AVENUE, SUITE 382
LAS VEGAS, NEVADA 89123
PHONE: (702) 720-0288 FAX: (702) 446-8705

28



ORIGINAL

1 JUDGE
2 JOHN W. MULJE & ASSOCIATES
3 JOHN W. MULJE, ESQ.
4 Nevada Bar No. 2419
5 1840 E. Sahara Ave #106
6 Las Vegas, Nevada 89104
7 Telephone: (702) 386-7002
8 Facsimile: (702) 386-9135
9 Email: jmulje@muljelawoffice.com
10 Attorneys for Defendants/Counterclaimants
11 Russell L. Nype and Revenue Plus, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

10 LAS VEGAS LAND PARTNERS, LLC; CASE NO. 07A551073
11 LIVE WORK, LLC and ZOE PROPERTIES, DEPT. NO. XI
12 LLC,

12 Plaintiffs,

13 vs.

AMENDED AND FINAL JUDGMENT ON COSTS

14 RUSSELL L. NYPE; REVENUE PLUS, LLC;
15 JOHN DOES I through X; JANE DOES I
16 through X; DOE CORPORATIONS I through
17 X; and DOE PARTNERSHIPS I through X,

17 Defendants.

18 RUSSELL L. NYPE; REVENUE PLUS, LLC,
19 Counterclaimants,

20 vs.

21 LAS VEGAS LAND PARTNERS, LLC;
22 DOES I through X; and ROE
23 CORPORATIONS I through X,

24 Counterdefendants.

25 This matter came to trial before this Court, the Honorable Ronald Israel, District Judge,
26 presiding. The issues have been tried and the Court entered its *Findings of Fact, Conclusions of*
27 *Law and Decision* on March 26, 2015. As a result, on April 10, 2015, the Court entered a
28 judgment (the "Original-Damages Judgment"). Thereafter, in May 2016, the Court entered an

1 *Order Granting in Part and Denying in Part Plaintiff's Motion to Retax (the "Costs Order")*,
2 which, among other things, awarded certain costs of action. On May 25, 2016, this Court entered
3 a *Supplemental Judgment on Costs* (the "Original-Costs Judgment") in favor of Nype (defined
4 below) in the principal amount of \$191,938.13, plus prejudgment interest on the costs incurred as
5 of May 11, 2016, in the amount of \$37,524.49, plus post-judgment interest accruing on the costs
6 award of \$191,938.13.

7 Stemming from an appeal, on November 14, 2017, the Nevada Supreme Court entered an
8 *Order Affirming in Docket No. 68819, and Reversing in Part and Remanding in Docket No. 70520*
9 (the "Appellate Decision"), in which the Nevada Supreme Court reversed a portion of the
10 Original-Costs Judgment as follows: (1) the \$50,000 in costs awarded for Nype's non-testifying
11 expert, Mark Rich, was reduced to the amount of \$1,500.00; and (2) the \$4,272.50 in costs
12 awarded for Nype's non-testifying expert, John Knott, was reduced to the amount of \$1,500.00.

13 **NOW, THEREFORE**, the Original-Costs Judgment is amended such that, **IT IS**
14 **HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

15 A judgment is hereby entered in favor of Defendants/Counterclaimants RUSSELL L.
16 NYPE and REVENUE PLUS, LLC (collectively, "Nype"), and against Counterdefendant LAS
17 VEGAS LAND PARTNERS, LLC,¹ for costs of action (collectively, the "Costs" and each cost
18 comprising the Costs, a "Cost") in the total amount of \$140,665.63, upon which interest accrues as
19 follows:

20 a. Pursuant to Albios v. Horizon Communities, Inc., 122 Nev. 409, 132 P.3d
21 1022 (2006), interest accrues on the Costs at the floating rate provided for by NRS
22 17.130(2), from the dates each Cost was incurred (as set forth in the Costs Order) until
23 paid in full. To the extent no date of incurrence for any Cost was specified in the Costs
24 Order, interest accrues on such Cost from entry of the Original-Damages Judgment, i.e.,
25 April 10, 2015, until paid in full (as set forth in the Original-Damages Judgment).

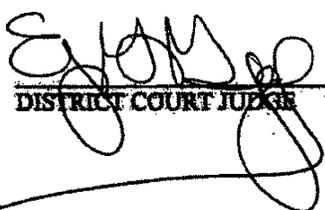
26
27 ¹ This judgment does not replace the Original-Damages Judgment, but supplements, and is in
28 addition to, the Original-Damages Judgment.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

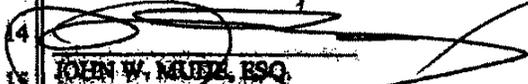
Prejudgment interest on the awarded Costs, i.e., interest on the awarded costs that accrued from the date each cost was incurred until May 11, 2016, totals \$23,927.48; and

b. Post-judgment interest on the costs awards accrues in accordance with the above and the Court's Order entered on February 29, 2016, i.e., post-judgment interest continues to accrue, at the floating rate provided for by NRS 17.130(2), on the Costs award of \$140,663.63 but does not accrue on the prejudgment interest awarded thereon in the sum of \$23,927.48.

Dated this 1 day of November, 2018.


DISTRICT COURT JUDGE

Submitted by:
JOHN W. MULJE & ASSOCIATES


JOHN W. MULJE, ESQ.
Nevada Bar No. 2419
1875 H. Sahara Ave #106
Las Vegas, Nevada 89104
Attorneys for Defendants/Counterclaimants
Russell L. Hays and Revenue Plus, LLC

Approved as to form by:
LAW OFFICE OF HAYES & WELSH


GARY L. HAYES, ESQ.
Nevada Bar No. 1340
199 N. Amoye Grande Blvd, Suite 200
Henderson, Nevada 89074
Attorneys for Plaintiffs and Counterdefendant

PRIME INTEREST RATE

NRS 99.040(1) requires:

"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due, . . ."

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

January 1, 2019	5.50% 7.50	July 1, 2019	
January 1, 2018	4.50% 6.50	July 1, 2018	5.00% 7.00
January 1, 2017	3.75% 5.75	July 1, 2017	4.25% 6.25
January 1, 2016	3.50% 5.50	July 1, 2016	3.50% 5.50
January 1, 2015	3.25% 5.25	July 1, 2015	3.25% 5.25
January 1, 2014	3.25%	July 1, 2014	3.25%
January 1, 2013	3.25%	July 1, 2013	3.25%
January 1, 2012	3.25%	July 1, 2012	3.25%
January 1, 2011	3.25%	July 1, 2011	3.25%
January 1, 2010	3.25%	July 1, 2010	3.25%
January 1, 2009	3.25% 5.25	July 1, 2009	3.25% 5.25
January 1, 2008	7.25% 9.25	July 1, 2008	5.00% 7.00
January 1, 2007	8.25% 10.25	July 1, 2007	8.25% 10.25
January 1, 2006	7.25%	July 1, 2006	8.25%
January 1, 2005	5.25%	July 1, 2005	6.25%
January 1, 2004	4.00%	July 1, 2004	4.25%
January 1, 2003	4.25%	July 1, 2003	4.00%
January 1, 2002	4.75%	July 1, 2002	4.75%
January 1, 2001	9.50%	July 1, 2001	6.75%
January 1, 2000	8.25%	July 1, 2000	9.50%
January 1, 1999	7.75%	July 1, 1999	7.75%
January 1, 1998	8.50%	July 1, 1998	8.50%
January 1, 1997	8.25%	July 1, 1997	8.50%
January 1, 1996	8.50%	July 1, 1996	8.25%
January 1, 1995	8.50%	July 1, 1995	9.00%
January 1, 1994	6.00%	July 1, 1994	7.25%
January 1, 1993	6.00%	July 1, 1993	6.00%
January 1, 1992	6.50%	July 1, 1992	6.50%
January 1, 1991	10.00%	July 1, 1991	8.50%
January 1, 1990	10.50%	July 1, 1990	10.00%
January 1, 1989	10.50%	July 1, 1989	11.00%
January 1, 1988	8.75%	July 1, 1988	9.00%
January 1, 1987	Not Available	July 1, 1987	8.25%

*** Attorney General Opinion No. 98-20:**

If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.

RICH00050

50028-0050
Case No.: A-16

RA 008624

Exhibit RWCO 005

----- RICH00051-

50028-0051
Case No.: A-16

RA 008625

Due to Live Work, LLC

Rate Period : Monthly

Nominal Annual Rate : 14.700 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/31/2012	6,980,518.00	1		
2 Payment	01/31/2013	0.00	72	Monthly	12/31/2018
3 Payment	01/11/2019	13,168,259.85	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
					Interest	Principal	
Loan 12/31/2012		0.00	0.00	0.00	0.00	6,980,518.00	6,980,518.00
2012 Totals	0.00	0.00	0.00	0.00			
1 01/31/2013	0.00	85,511.35	0.00	0.00	85,511.35	6,980,518.00	7,066,029.35
2 02/28/2013	0.00	85,511.35	0.00	0.00	171,022.70	6,980,518.00	7,151,540.70
3 03/31/2013	0.00	85,511.35	0.00	0.00	256,534.05	6,980,518.00	7,237,052.05
4 04/30/2013	0.00	85,511.35	0.00	0.00	342,045.40	6,980,518.00	7,322,563.40
5 05/31/2013	0.00	85,511.35	0.00	0.00	427,556.75	6,980,518.00	7,408,074.75
6 06/30/2013	0.00	85,511.35	0.00	0.00	513,068.10	6,980,518.00	7,493,586.10
7 07/31/2013	0.00	85,511.35	0.00	0.00	598,579.45	6,980,518.00	7,579,097.45
8 08/31/2013	0.00	85,511.35	0.00	0.00	684,090.80	6,980,518.00	7,664,608.80
9 09/30/2013	0.00	85,511.35	0.00	0.00	769,602.15	6,980,518.00	7,750,120.15
10 10/31/2013	0.00	85,511.35	0.00	0.00	855,113.50	6,980,518.00	7,835,631.50
11 11/30/2013	0.00	85,511.35	0.00	0.00	940,624.85	6,980,518.00	7,921,142.85
12 12/31/2013	0.00	85,511.35	0.00	0.00	1,026,136.20	6,980,518.00	8,006,654.20
2013 Totals	0.00	1,026,136.20	0.00	0.00			
13 01/31/2014	0.00	85,511.35	0.00	0.00	1,111,647.55	6,980,518.00	8,092,165.55
14 02/28/2014	0.00	85,511.35	0.00	0.00	1,197,158.90	6,980,518.00	8,177,676.90
15 03/31/2014	0.00	85,511.35	0.00	0.00	1,282,670.25	6,980,518.00	8,263,188.25
16 04/30/2014	0.00	85,511.35	0.00	0.00	1,368,181.60	6,980,518.00	8,348,699.60
17 05/31/2014	0.00	85,511.35	0.00	0.00	1,453,692.95	6,980,518.00	8,434,210.95
18 06/30/2014	0.00	85,511.35	0.00	0.00	1,539,204.30	6,980,518.00	8,519,722.30
19 07/31/2014	0.00	85,511.35	0.00	0.00	1,624,715.65	6,980,518.00	8,605,233.65
20 08/31/2014	0.00	85,511.35	0.00	0.00	1,710,227.00	6,980,518.00	8,690,745.00
21 09/30/2014	0.00	85,511.35	0.00	0.00	1,795,738.35	6,980,518.00	8,776,256.35
22 10/31/2014	0.00	85,511.35	0.00	0.00	1,881,249.70	6,980,518.00	8,861,767.70
23 11/30/2014	0.00	85,511.35	0.00	0.00	1,966,761.05	6,980,518.00	8,947,279.05
24 12/31/2014	0.00	85,511.35	0.00	0.00	2,052,272.40	6,980,518.00	9,032,790.40
2014 Totals	0.00	1,026,136.20	0.00	0.00			
25 01/31/2015	0.00	85,511.35	0.00	0.00	2,137,783.75	6,980,518.00	9,118,301.75
26 02/28/2015	0.00	85,511.35	0.00	0.00	2,223,295.10	6,980,518.00	9,203,813.10
27 03/31/2015	0.00	85,511.35	0.00	0.00	2,308,806.45	6,980,518.00	9,289,324.45
28 04/30/2015	0.00	85,511.35	0.00	0.00	2,394,317.80	6,980,518.00	9,374,835.80
29 05/31/2015	0.00	85,511.35	0.00	0.00	2,479,829.15	6,980,518.00	9,460,347.15
30 06/30/2015	0.00	85,511.35	0.00	0.00	2,565,340.50	6,980,518.00	9,545,858.50
31 07/31/2015	0.00	85,511.35	0.00	0.00	2,650,851.85	6,980,518.00	9,631,369.85
32 08/31/2015	0.00	85,511.35	0.00	0.00	2,736,363.20	6,980,518.00	9,716,881.20
33 09/30/2015	0.00	85,511.35	0.00	0.00	2,821,874.55	6,980,518.00	9,802,392.55
34 10/31/2015	0.00	85,511.35	0.00	0.00	2,907,385.90	6,980,518.00	9,887,903.90
35 11/30/2015	0.00	85,511.35	0.00	0.00	2,992,897.25	6,980,518.00	9,973,415.25
36 12/31/2015	0.00	85,511.35	0.00	0.00	3,078,408.60	6,980,518.00	10,058,926.60
2015 Totals	0.00	1,026,136.20	0.00	0.00			
37 01/31/2016	0.00	85,511.35	0.00	0.00	3,163,919.95	6,980,518.00	10,144,437.95
38 02/29/2016	0.00	85,511.35	0.00	0.00	3,249,431.30	6,980,518.00	10,229,949.30
39 03/31/2016	0.00	85,511.35	0.00	0.00	3,334,942.65	6,980,518.00	10,315,460.65

RICH00052

50028-0052
Case No.: A-16

RA 008626

Due to Live Work, LLC

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
					Interest	Principal	
40 04/30/2016	0.00	85,511.35	0.00	0.00	3,420,454.00	6,980,518.00	10,400,972.00
41 05/31/2016	0.00	85,511.35	0.00	0.00	3,505,965.35	6,980,518.00	10,486,483.35
42 06/30/2016	0.00	85,511.35	0.00	0.00	3,591,476.70	6,980,518.00	10,571,994.70
43 07/31/2016	0.00	85,511.35	0.00	0.00	3,676,988.05	6,980,518.00	10,657,506.05
44 08/31/2016	0.00	85,511.35	0.00	0.00	3,762,499.40	6,980,518.00	10,743,017.40
45 09/30/2016	0.00	85,511.35	0.00	0.00	3,848,010.75	6,980,518.00	10,828,528.75
46 10/31/2016	0.00	85,511.35	0.00	0.00	3,933,522.10	6,980,518.00	10,914,040.10
47 11/30/2016	0.00	85,511.35	0.00	0.00	4,019,033.45	6,980,518.00	10,999,551.45
48 12/31/2016	0.00	85,511.35	0.00	0.00	4,104,544.80	6,980,518.00	11,085,062.80
2016 Totals	0.00	1,026,136.20	0.00	0.00			
49 01/31/2017	0.00	85,511.35	0.00	0.00	4,190,056.15	6,980,518.00	11,170,574.15
50 02/28/2017	0.00	85,511.35	0.00	0.00	4,275,567.50	6,980,518.00	11,256,085.50
51 03/31/2017	0.00	85,511.35	0.00	0.00	4,361,078.85	6,980,518.00	11,341,596.85
52 04/30/2017	0.00	85,511.35	0.00	0.00	4,446,590.20	6,980,518.00	11,427,108.20
53 05/31/2017	0.00	85,511.35	0.00	0.00	4,532,101.55	6,980,518.00	11,512,619.55
54 06/30/2017	0.00	85,511.35	0.00	0.00	4,617,612.90	6,980,518.00	11,598,130.90
55 07/31/2017	0.00	85,511.35	0.00	0.00	4,703,124.25	6,980,518.00	11,683,642.25
56 08/31/2017	0.00	85,511.35	0.00	0.00	4,788,635.60	6,980,518.00	11,769,153.60
57 09/30/2017	0.00	85,511.35	0.00	0.00	4,874,146.95	6,980,518.00	11,854,664.95
58 10/31/2017	0.00	85,511.35	0.00	0.00	4,959,658.30	6,980,518.00	11,940,176.30
59 11/30/2017	0.00	85,511.35	0.00	0.00	5,045,169.65	6,980,518.00	12,025,687.65
60 12/31/2017	0.00	85,511.35	0.00	0.00	5,130,681.00	6,980,518.00	12,111,199.00
2017 Totals	0.00	1,026,136.20	0.00	0.00			
61 01/31/2018	0.00	85,511.35	0.00	0.00	5,216,192.35	6,980,518.00	12,196,710.35
62 02/28/2018	0.00	85,511.35	0.00	0.00	5,301,703.70	6,980,518.00	12,282,221.70
63 03/31/2018	0.00	85,511.35	0.00	0.00	5,387,215.05	6,980,518.00	12,367,733.05
64 04/30/2018	0.00	85,511.35	0.00	0.00	5,472,726.40	6,980,518.00	12,453,244.40
65 05/31/2018	0.00	85,511.35	0.00	0.00	5,558,237.75	6,980,518.00	12,538,755.75
66 06/30/2018	0.00	85,511.35	0.00	0.00	5,643,749.10	6,980,518.00	12,624,267.10
67 07/31/2018	0.00	85,511.35	0.00	0.00	5,729,260.45	6,980,518.00	12,709,778.45
68 08/31/2018	0.00	85,511.35	0.00	0.00	5,814,771.80	6,980,518.00	12,795,289.80
69 09/30/2018	0.00	85,511.35	0.00	0.00	5,900,283.15	6,980,518.00	12,880,801.15
70 10/31/2018	0.00	85,511.35	0.00	0.00	5,985,794.50	6,980,518.00	12,966,312.50
71 11/30/2018	0.00	85,511.35	0.00	0.00	6,071,305.85	6,980,518.00	13,051,823.85
72 12/31/2018	0.00	85,511.35	0.00	0.00	6,156,817.20	6,980,518.00	13,137,335.20
2018 Totals	0.00	1,026,136.20	0.00	0.00			
73 01/11/2019	13,168,259.85	30,924.65	6,187,741.85	6,980,518.00	0.00	0.00	0.00
2019 Totals	13,168,259.85	30,924.65	6,187,741.85	6,980,518.00			
Grand Totals	13,168,259.85	6,187,741.85	6,187,741.85	6,980,518.00			

RICH00053

50028-0053
Case No.: A-16

RA 008627

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 **LIVWORK, 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.

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.]

Exhibit RWCO 006

RICH00059

50028-0059
Case No.: A-16

RA 008633

CONFIDENTIAL

Form 4797 (2007) **LVLV HOLDINGS LLC**

20-1837543

Page 2

Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255
(see instructions)

19(a) Description of section 1245, 1250, 1252, 1254, or 1255 property:	(b) Date acquired (mo, day, yr)	(c) Date sold (mo, day, yr)
A GLENNEN	9/14/05	5/25/07
B ACQUARIUS	1/10/06	5/01/07
C		
D		

These columns relate to the properties on lines 19A through 19D		Property A	Property B	Property C	Property D
20	20 Gross sales price (Notes: See line 1 before completing)	82,357,575.	25,000,000.		
21	21 Cost or other basis, plus expense of sale	60,035,020.	12,147,421.		
22	22 Depreciation (or depletion) allowed or allowable	2,065,928.	348,155.		
23	23 Adjusted basis. Subtract line 22 from line 21	57,969,052.	11,799,266.		
24	24 Total gain. Subtract line 23 from line 20	24,388,483.	13,200,734.		
25	25 If section 1245 property: a Depreciation allowed or allowable from line 22				
	b Enter the smaller of line 24 or 25a				
26	26 If section 1250 property: If straight line depreciation was used, enter "0" on line 26a, except for a corporation subject to section 291. a Additional depreciation after 1976 (see instructions)				
	b Applicable percentage multiplied by the smaller of line 24 or the 26a (see instructions)				
	c Subtract line 26b from line 26. If residential rental property or line 24 is not more than line 26c, stop here 26d and 26e				
	d Additional depreciation after 1976 & before 1978				
	e Enter the smaller of line 26c or 26d				
	f Section 281 amount (corporations only)				
	g Add lines 26b, 26e, and 26f	0.	0.		
27	27 If section 1252 property: Skip this section if you did not dispose of mineral in its form in being completed for a partnership (other than an electing large partnership). a Soil, water, and land clearing expenses				
	b Line 27a multiplied by applicable percentage (see instructions)				
	c Enter the smaller of line 24 or 27b				
28	28 If section 1254 property: a Intangible drilling and development costs, expenditures for amortization of mines and other natural deposits, and mining exploration costs (see instructions)				
	b Enter the smaller of line 24 or 28a				
29	29 If section 1255 property: a Applicable percentage of payments excluded from income under section 125 (see instructions)				
	b Enter the smaller of line 24 or 29a				

Summary of Part III Gains. Complete property columns A through D through line 29b before going to line 30.

30	30 Total gains for all properties. Add property columns A through D, line 24	37,589,217.
31	31 Add property columns A through D, lines 25b, 26g, 27c, 28b, and 29b. Enter here and on line 12	0.
32	32 Subtract line 31 from line 30. Enter the portion from casualty or theft on Form 4694, line 33. Enter the portion from other than casualty or theft on Form 4797, line 3	37,589,217.

Recapture Amounts Under Sections 179 and 280F(b)(2) When Business Use Drops to 50% or Less
(see instructions)

	(a) Section 179	(b) Section 280F(b)(2)
33 Section 179 expense deduction or depreciation allowable in prior years		
34 Recomputed depreciation (see instructions)		
35 Recapture amount. Subtract line 34 from line 33. See the instructions for where to report		

LVLV15-00033
RICH00060

50028-0060
Case No.: A-16

RA 008634

305 Las Vegas LLC - Aquarius Plaza property

Entity	Member/Manager	Original Parcel	Address	date acq	Acquired from	Cost	Date sold/T/F	Sold/T/F to	Proceeds
Aquarius LLC	unconfirmed-appears unrelated	162-03-115-001	330 E Charleston Blvd (Aquarius Plaza), 2.18 acres	4/29/1998	Unlisted on assessor	Unknown	1/11/2006	Aquarius Owner LLC	10,500,000
		162-03-115-002	300 E Charleston Blvd (Aquarius Plaza), 2.18 acres	4/29/1998	Unlisted on assessor	Unknown	1/11/2006	Aquarius Owner LLC	
Aquarius Owner LLC	Las Vegas Land Partners LLC	162-03-115-001	330 E Charleston Blvd (Aquarius Plaza), 2.18 acres	1/11/2006	Aquarius LLC	10,500,000	10/23/2006	Livework Manager LLC	0
		162-03-115-002	300 E Charleston Blvd (Aquarius Plaza), 2.18 acres	1/11/2006					
Livework Manager, LLC	Las Vegas Land Partners LLC	162-03-115-001	330 E Charleston Blvd (Aquarius Plaza), 2.18 acres	10/23/2006	Aquarius Owner, LLC	-	10/23/2006	Livework, LLC	0
		162-03-115-002	300 E Charleston Blvd (Aquarius Plaza), 2.18 acres	10/23/2006			(re-recorded 11/2/06)		
Livework, LLC	Livework Manager, LLC	162-03-115-001	330 E Charleston Blvd (Aquarius Plaza), 2.18 acres	10/23/2006	Livework Manager, LLC	-	10/23/2006	305 Las Vegas	25,000,000
		162-03-115-002	300 E Charleston Blvd (Aquarius Plaza), 2.18 acres	10/23/2006					
305 Las Vegas	305 Second Aveune Assoc LP (Lieberman entity)	162-03-115-001	330 E Charleston Blvd (Aquarius Plaza), 2.18 acres	5/2/2007	Livework LLC	25,000,000		still owned	
		162-03-115-002	300 E Charleston Blvd (Aquarius Plaza), 2.18 acres						

RICH00061

Exhibit RWCO 007

RICH00062

50028-0062
Case No.: A-16

RA 008636

LVLV-01
09/02/2015
12:20 PM

LAS VEGAS LAND PARTNERS
Adjusted Trial Balance
For the 1 period(s) ended December 31, 2012

Prepared by _____
Reviewed by _____
Page 1

Account #	Account Name	Prior Period (Adjusted) 12/31/11	Unadjusted Balance Dr (Cr)	Ref #	Adjustments Dr (Cr)	Adjusted Balance Dr (Cr)	Workpaper Reference
100	CASH	10,154.40	10,154.40	AJE-1	(5,113.82)	5,040.58	
105	CASH VALLEY NATIONAL BANK	375.50	375.50			375.50	
107	CASH AQUARIUS	5,526.72	5,526.72			5,526.72	
120	DEVELOPMENT EXP	187,562.60	187,562.60			187,562.60	
140	CLEARING	(1,759.82)	(1,759.82)			(1,759.82)	
150	COOLIDGE LAND	971,891.00	971,891.00			971,891.00	
151	COOLIDGE BUILDING	2,267,746.00	2,267,746.00			2,267,746.00	
152	ACCUM DEPR - COOLIDGE	(553,147.00)	(553,147.00)	AJE-4	(82,455.00)	(635,602.00)	
160	PROPERTY	13,077,396.47	13,077,396.47			13,077,396.47	
170	INVESTMENT - PQ LAS VEGAS	3,477,194.00	3,477,194.00			3,477,194.00	
174	INVESTMENT - FC/LW VEGAS			AJE-5	1,384,621.00	1,384,621.00	
202	BARNET EXPENSE PAYABLE	(15,542.89)	(15,542.89)			(15,542.89)	
210	KEY BANK LOAN	(21,104,001.00)	(21,104,001.00)			(21,104,001.00)	
220	LOAN PAYABLE VNB	(2,550,000.00)	(2,550,000.00)	AJE-3	1,595,154.26	(954,845.74)	
225	LOAN PAYABLE SIGNATURE	(1,000,000.00)	(1,000,000.00)	AJE-1	250,000.00	(750,000.00)	
				AJE-2	249,113.00	(500,887.00)	
250	UNKNOWN DEPOSITS VNB	(9,935.38)	(9,935.38)			(9,935.38)	
260	UNKNOWN SIGNATURE PAYMNTS	(624,500.00)	(624,500.00)	AJE-1	12,710.00	(611,790.00)	
				AJE-2	(276,659.86)	(888,449.86)	
270	UNKNOWN VNB PAYMENTS	(1,000,000.00)	(1,000,000.00)	AJE-1	11,000.00	(989,000.00)	
				AJE-3	(1,628,311.20)	(2,617,311.20)	
305	EQUITY BARNET LIBERMAN	1,575,833.75	1,575,833.75	AJE-1	4,700.00	1,580,533.75	
310	EQUITY DAVID MITCHELL	5,004,289.25	5,004,289.25	AJE-1	(324,769.31)	4,679,519.94	
				AJE-1	1,249.86	4,680,769.80	
399	P&L Summary (Profit) Loss	280,916.40	280,916.40			280,916.40	
					(1,191,238.93)	(1,191,238.93)	
Total		0.00	0.00		0.00	0.00	

CONFIDENTIAL INFORMATION

SPZ001090

50028-0063
Case No.: A-16

RA 008637

2:30 PM
11/16/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2012

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1002 - Cash - Signatures 1500570489									10,154.40
Check	01/03/2012			Barnet Leiberman	Wink One	Draw		4,700.00	5,454.40
Deposit	01/04/2012			Wink One	WinkOne		46.20		5,500.60
Check	01/09/2012	1215		Soozi Jones Walker, Inc.	American Express	6270 - Professional Fees		1,400.00	4,100.60
Check	01/10/2012			American Express	American Express	General & Administrative		197.00	3,903.60
Deposit	01/13/2012			Aquarius	Aquarius	4000 - Rental Income	8,000.00		11,903.60
Check	01/13/2012			David Jan Mitchell	Wink One	1250 - CLEARING		5,000.00	6,903.60
Deposit	01/17/2012			David Jan Mitchell	Wink One	1250 - CLEARING	5,000.00		11,903.60
Check	01/18/2012			American Express	American Express	General & Administrative		1,000.00	10,903.60
Check	01/18/2012	1217		Valley National Bank	Valley National Bank	2400 - Partner Loans		11,000.00	-96.40
Deposit	02/02/2012			Wink One	Wink One	WinkOne	46.20		-50.20
Deposit	02/10/2012			Aquarius	Aquarius	4000 - Rental Income	10,000.00		9,949.80
Deposit	02/16/2012			David Jan Mitchell	Wink One	Contribution	5,641.41		15,591.21
Check	02/16/2012	1235		SIGNATURE BANK	SIGNATURE BANK	2400 - Partner Loans		6,710.00	8,881.21
Check	02/21/2012	1234		Sterling Law, LLC	American Express	6270 - Professional Fees		10,000.00	-1,118.79
Check	02/27/2012			American Express	American Express	General & Administrative		235.00	-1,353.79
Deposit	03/05/2012			Wink One	Wink One	WinkOne	46.20		-1,307.59
Deposit	03/06/2012			Aquarius	Aquarius	4000 - Rental Income	7,000.00		5,692.41
Deposit	03/14/2012			Aquarius	Aquarius	4000 - Rental Income	3,000.00		8,692.41
Check	03/14/2012	1237		Valley National Bank	Valley National Bank	Interest Exp		3,262.05	5,430.36
Check	03/16/2012			SIGNATURE BANK	SIGNATURE BANK	2400 - Partner Loans		6,000.00	-669.84
Check	03/28/2012	Confirmati...		American Express	American Express	General & Administrative		233.00	-902.84
Deposit	03/30/2012			Wink One	Wink One	WinkOne	46.20		-756.44
Check	04/02/2012	1238		SKE Group, LLC	SKE Group, LLC	6270 - Professional Fees		500.00	-1,256.44
Deposit	04/09/2012			Aquarius	Aquarius	4000 - Rental Income	8,000.00		6,743.56
Check	04/09/2012			David Jan Mitchell	Wink One	David Mitchell - Distribution		1,248.88	5,493.70
Check	04/07/2012	1239		Valley National Bank	Valley National Bank	Interest Exp		3,262.05	2,231.65
Check	04/18/2012	1240		Valley National Bank	Valley National Bank	Interest Exp		438.11	1,793.54
Check	04/25/2012			American Express	American Express	General & Administrative		304.00	1,489.54
Deposit	05/02/2012			Aquarius	Aquarius	4000 - Rental Income	5,000.00		6,489.54
Deposit	05/02/2012			Wink One	Wink One	WinkOne	46.20		6,535.74
Check	05/02/2012			SIGNATURE BANK	SIGNATURE BANK	Interest Exp		2,977.27	3,558.47
Check	05/03/2012			SIGNATURE BANK	SIGNATURE BANK	Interest Exp		1,975.27	1,583.20
Deposit	05/14/2012			Aquarius	Aquarius	4000 - Rental Income	2,000.00		3,583.20
Check	05/21/2012	1242		Valley National Bank	Valley National Bank	Interest Exp		4,376.40	-793.20
Check	05/28/2012			American Express	American Express	General & Administrative		311.00	-1,104.20
Deposit	06/05/2012			Aquarius	Aquarius	4000 - Rental Income	5,000.00		3,895.80
Check	06/06/2012			SIGNATURE BANK	SIGNATURE BANK	Interest Exp		5,117.82	-1,221.82
Deposit	06/08/2012			Wink One	Wink One	WinkOne	46.20		-1,175.62
Deposit	06/21/2012			David Jan Mitchell	Wink One	Contribution	5,000.00		3,824.38
Deposit	06/25/2012			David Jan Mitchell	Wink One	Contribution	4,622.28		6,446.66
Check	06/28/2012	1243		Valley National Bank	Valley National Bank	Interest Exp		4,522.28	3,924.38
Check	07/02/2012	1244		SKE Group, LLC	SKE Group, LLC	6270 - Professional Fees		5,000.00	-1,075.62
Deposit	07/03/2012			Aquarius	Aquarius	4000 - Rental Income	6,000.00		4,924.38
Check	07/03/2012			American Express	American Express	General & Administrative		309.00	4,615.38
Deposit	07/05/2012			Wink One	Wink One	WinkOne	46.20		4,661.58
Deposit	07/16/2012			David Jan Mitchell	Wink One	Contribution	200,000.00		204,661.58
Check	07/17/2012			SIGNATURE BANK	SIGNATURE BANK	2167 - Signatue bank line		200,000.00	4,661.58
Deposit	07/20/2012			David Jan Mitchell	Wink One	Contribution	4,952.54		9,614.12
Check	07/20/2012			SIGNATURE BANK	SIGNATURE BANK	Interest Exp		4,952.54	4,661.58
Check	07/28/2012			American Express	American Express	General & Administrative		372.00	4,289.58
Check	07/31/2012	1245		Valley National Bank	Valley National Bank	Interest Exp		4,376.40	-86.82
Deposit	08/03/2012			Wink One	Wink One	WinkOne	46.20		-40.62
Check	08/24/2012			American Express	American Express	General & Administrative		339.00	-379.62
Deposit	08/28/2012			David Jan Mitchell	Wink One	Contribution	50,000.00		49,620.38
Check	08/28/2012			SIGNATURE BANK	SIGNATURE BANK	2167 - Signatue bank line		50,000.00	-379.62
Deposit	09/07/2012			David Jan Mitchell	Wink One	Contribution	5,300.00		4,920.38
Check	09/07/2012	1246		Cotton, Driggs et al	American Express	6270 - Professional Fees		5,300.00	-379.62
Deposit	09/11/2012			Wink One	Wink One	WinkOne	46.20		-333.42
Deposit	09/24/2012			David Jan Mitchell	Wink One	Contribution	5,300.00		4,966.58
Check	09/27/2012	1189		Cotton, Driggs et al	American Express	6270 - Professional Fees		5,300.00	-333.42
Check	10/01/2012			American Express	American Express	General & Administrative		335.00	-668.42
Deposit	10/03/2012			Wink One	Wink One	WinkOne	46.20		-622.22
Deposit	10/25/2012			David Jan Mitchell	Wink One	Contribution	338.00		-284.22
Deposit	10/29/2012			David Jan Mitchell	Wink One	Contribution	5,300.00		5,015.78
Check	10/30/2012			American Express	American Express	General & Administrative		338.00	4,677.78
Deposit	11/02/2012			David Jan Mitchell	Wink One	Contribution	4,522.28		9,200.06

CONFIDENTIAL INFORMATION

SPZ000889

2:30 PM
11/16/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2012

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	11/02/2012	1250		Valley National Bank		Interest Exp		4,522.28	4,677.78
Deposit	11/08/2012			Wink One		WinkOne	46.20		4,723.98
Check	11/08/2012	1248		Cotton, Driggs et al		6270 - Professional Fees		5,300.00	-576.02
Check	11/28/2012			American Express		General & Administrative		338.00	-914.02
Check	11/28/2012	1248		Commissioner of Taxation		6285 - Filing Fees		250.00	-1,164.02
Check	11/28/2012	1247		Commissioner of Taxation		6285 - Filing Fees		250.00	-1,414.02
Deposit	11/30/2012			David Jan Mitchell		Contribution	5,300.00		3,885.98
Deposit	12/03/2012			David Jan Mitchell		Contribution	4,376.40		8,262.38
Check	12/03/2012	1253		Valley National Bank		Interest Exp		4,376.40	3,885.98
Deposit	12/06/2012			David Jan Mitchell		Contribution	11,500.00		15,385.98
Check	12/06/2012	1254		SIGNATURE BANK		Interest Exp		11,500.00	3,885.98
Check	12/07/2012	1251		Cotton, Driggs et al		6270 - Professional Fees		5,300.00	-1,414.02
Deposit	12/11/2012			Wink One		WinkOne	46.20		-1,367.82
Deposit	12/13/2012			David Jan Mitchell		Contribution	8,240.00		6,872.18
Check	12/18/2012	1255		United States Treasury		Penalty		390.00	6,482.18
Check	12/19/2012	1256		Commissioner of Taxation		6285 - Filing Fees		100.00	6,382.18
Check	12/20/2012	1258		Cotton, Driggs et al		6270 - Professional Fees		5,300.00	1,082.18
Check	12/27/2012			American Express		General & Administrative		418.00	664.18
Deposit	12/31/2012			David Jan Mitchell		Contribution	4,376.40		5,040.58
Total 1002 - Cash - Signature 1500570489							384,323.71	389,437.53	5,040.58
1006 - Cash-Aquarius exchange									5,526.72
Total 1005 - Cash-Aquarius exchange									5,526.72
1016 - Valley National Bank									375.50
Total 1016 - Valley National Bank									375.50
1500 - Property Investment									14,235,090.25
1250 - CLEARING									0.00
Check	01/13/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489	5,000.00		5,000.00
Deposit	01/17/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,000.00	0.00
Total 1250 - CLEARING							5,000.00	5,000.00	0.00
1510 - Accumulated depreciation									-4,349,035.00
Total 1510 - Accumulated depreciation									-4,349,035.00
1500 - Property Investment - Other									18,584,125.25
Total 1500 - Property Investment - Other									18,584,125.25
Total 1500 - Property Investment							5,000.00	5,000.00	14,235,090.25
1501 - Coolidge Building									1,714,599.00
Accumulated Depr - Coolidge									-553,147.00
General Journal	12/31/2012	y/e1212-3	*		to record 2012 depreciation	8150 - Depreciation Expense		82,455.00	-635,602.00
Total Accumulated Depr - Coolidge							0.00	82,455.00	-635,602.00
1501 - Coolidge Building - Other									2,267,746.00
Total 1501 - Coolidge Building - Other									2,267,746.00
Total 1501 - Coolidge Building							0.00	82,455.00	1,832,144.00
Investment in FCLW Vegas									0.00
General Journal	12/31/2012	y/e1212-4	*		to record current year increase/decrease	7000 - Inc/Loss from FCLW Vegas	1,384,621.00		1,384,621.00
Total Investment in FCLW Vegas							1,384,621.00	0.00	1,384,621.00
Investment in PQ Las Vegas LLC									3,477,194.00
Total Investment in PQ Las Vegas LLC									3,477,194.00
2002 - Barnet - Expense Payable									-15,542.89
Total 2002 - Barnet - Expense Payable									-15,542.89
2136 - Keybank loan payable									-21,104,001.00
Total 2136 - Keybank loan payable									-21,104,001.00

CONFIDENTIAL INFORMATION

SPZ000890

Page 2

2:38 PM
11/16/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2012

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
2154 - Valley National Bank Loan									
General Journal	12/31/2012	y/e1212-2	*		to record additional interest to agree with loan statements	Interest Exp	1,595,154.26		-2,550,000.00 -854,845.74
Total 2154 - Valley National Bank Loan							1,595,154.26	0.00	-854,845.74
2167 - Signature bank line									
Check	07/17/2012			SIGNATURE BANK		1002 - Cash - Signature 1500570489	200,000.00		-1,000,000.00 -800,000.00
Check	08/28/2012			SIGNATURE BANK		1002 - Cash - Signature 1500570489	50,000.00		-750,000.00
General Journal	12/31/2012	y/e1212-1	*		to record additional interest to agree to loan statements	-SPLIT-	248,113.00		-500,887.00
Total 2167 - Signature bank line							498,113.00	0.00	-500,887.00
2400 - Partner Loans									
Check	01/18/2012	1217		Valley National Bank		1002 - Cash - Signature 1500570489	11,000.00		-1,634,435.38 -1,623,435.38
Check	02/16/2012	1235		SIGNATURE BANK		1002 - Cash - Signature 1500570489	6,710.00		-1,616,725.38
Check	03/16/2012			SIGNATURE BANK		1002 - Cash - Signature 1500570489	6,000.00		-1,610,725.38
General Journal	12/31/2012	y/e1212-1	*		to record additional interest to agree to loan statements	2167 - Signature bank line		276,659.86	-1,887,385.24
General Journal	12/31/2012	y/e1212-2	*		to record additional interest to agree with loan statements	Interest Exp		1,628,311.20	-3,515,696.44
Total 2400 - Partner Loans							23,710.00	1,904,971.06	-3,515,696.44
2900 - Capital BL									
Contribution									
General Journal	01/01/2012	Y/E1212-0	*		RECLASS TO CLOSE OUT PRIOR PERIOD CAPITAL ACCOU...	2900 - Capital BL	355,456.25		1,575,833.75 -355,456.25
Total Contribution							355,456.25	0.00	0.00
Draw									
Check	01/03/2012			Barnet Leiberman		1002 - Cash - Signature 1500570489	4,700.00		0.00 4,700.00
Total Draw							4,700.00	0.00	4,700.00
2900 - Capital BL - Other									
General Journal	01/01/2012	Y/E1212-0	*		RECLASS TO CLOSE OUT PRIOR PERIOD CAPITAL ACCOU...	-SPLIT-		214,998.29	1,931,290.00 1,716,291.71
Total 2900 - Capital BL - Other							0.00	214,998.29	1,716,291.71
Total 2900 - Capital BL							360,156.25	214,998.29	1,720,991.71
2860 - Capital DM									
Contribution									
General Journal	01/01/2012	Y/E1212-0	*		RECLASS TO CLOSE OUT PRIOR PERIOD CAPITAL ACCOU...	2900 - Capital BL	415,528.75		5,004,289.25 -415,528.75
Deposit	02/16/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,641.41	-5,641.41
Deposit	06/21/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,000.00	-10,641.41
Deposit	06/25/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,622.28	-15,263.69
Deposit	07/16/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		200,000.00	-215,263.69
Deposit	07/20/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,952.54	-220,216.23
Deposit	08/28/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		50,000.00	-270,216.23
Deposit	09/07/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,300.00	-275,516.23
Deposit	09/24/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,300.00	-280,816.23
Deposit	10/25/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		338.00	-281,154.23
Deposit	10/29/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,300.00	-286,454.23
Deposit	11/02/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,522.28	-290,976.51
Deposit	11/30/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,300.00	-296,276.51
Deposit	12/03/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,376.40	-300,652.91
Deposit	12/06/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		11,500.00	-312,152.91
Deposit	12/13/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		8,240.00	-320,392.91
Deposit	12/31/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,376.40	-324,769.31
Total Contribution							415,528.75	324,769.31	-324,769.31
David Mitchell - Distribution									
Check	04/06/2012			David Jan Mitchell		1002 - Cash - Signature 1500570489	1,249.86		0.00 1,249.86
Total David Mitchell - Distribution							1,249.86	0.00	1,249.86
2950 - Capital DM - Other									
General Journal	01/01/2012	Y/E1212-0	*		RECLASS TO CLOSE OUT PRIOR PERIOD CAPITAL ACCOU...	2900 - Capital BL		275,070.31	5,419,818.00 5,144,747.69
Total 2950 - Capital DM - Other							0.00	275,070.31	5,144,747.69
Total 2950 - Capital DM							416,778.61	599,839.62	4,821,228.24

CONFIDENTIAL INFORMATION

2:39 PM
11/16/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2012

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
3900 - Retained Earnings									280,916.40
General Journal	01/01/2012	Y/E1212-0	*		RECLASS TO CLOSE OUT PRIOR PERIOD CAPITAL ACCOU...	2900 - Capital BL		280,916.40	0.00
Total 3900 - Retained Earnings							0.00	280,916.40	0.00
WinkOne									0.00
Deposit	01/04/2012			Wink One		1002 - Cash - Signature 1500570489		46.20	-46.20
Deposit	02/02/2012			Wink One		1002 - Cash - Signature 1500570489		48.20	-92.40
Deposit	03/05/2012			Wink One		1002 - Cash - Signature 1500570489		48.20	-138.60
Deposit	03/30/2012			Wink One		1002 - Cash - Signature 1500570489		48.20	-184.80
Deposit	05/02/2012			Wink One		1002 - Cash - Signature 1500570489		46.20	-231.00
Deposit	06/08/2012			Wink One		1002 - Cash - Signature 1500570489		46.20	-277.20
Deposit	07/05/2012			Wink One		1002 - Cash - Signature 1500570489		46.20	-323.40
Deposit	08/03/2012			Wink One		1002 - Cash - Signature 1500570489		46.20	-369.60
Deposit	09/11/2012			Wink One		1002 - Cash - Signature 1500570489		46.20	-415.80
Deposit	10/03/2012			Wink One		1002 - Cash - Signature 1500570489		46.20	-462.00
Deposit	11/08/2012			Wink One		1002 - Cash - Signature 1500570489		46.20	-508.20
Deposit	12/11/2012			Wink One		1002 - Cash - Signature 1500570489		46.20	-554.40
Total WinkOne							0.00	554.40	-554.40
4000 - Rental Income									0.00
Deposit	01/13/2012			Aquarius		1002 - Cash - Signature 1500570489		8,000.00	-8,000.00
Deposit	02/10/2012			Aquarius		1002 - Cash - Signature 1500570489		10,000.00	-18,000.00
Deposit	03/06/2012			Aquarius		1002 - Cash - Signature 1500570489		7,000.00	-25,000.00
Deposit	03/14/2012			Aquarius		1002 - Cash - Signature 1500570489		3,000.00	-28,000.00
Deposit	04/03/2012			Aquarius		1002 - Cash - Signature 1500570489		8,000.00	-36,000.00
Deposit	05/02/2012			Aquarius		1002 - Cash - Signature 1500570489		5,000.00	-41,000.00
Deposit	05/14/2012			Aquarius		1002 - Cash - Signature 1500570489		2,000.00	-43,000.00
Deposit	06/05/2012			Aquarius		1002 - Cash - Signature 1500570489		5,000.00	-48,000.00
Deposit	07/03/2012			Aquarius		1002 - Cash - Signature 1500570489		6,000.00	-54,000.00
Total 4000 - Rental Income							0.00	54,000.00	-54,000.00
6000 - RMI EXPENSES									0.00
General & Administrative									0.00
Check	01/10/2012			American Express		1002 - Cash - Signature 1500570489	197.00		197.00
Check	01/18/2012			American Express		1002 - Cash - Signature 1500570489	1,000.00		1,197.00
Check	02/27/2012			American Express		1002 - Cash - Signature 1500570489	235.00		1,432.00
Check	03/28/2012	Confirmati...		American Express		1002 - Cash - Signature 1500570489	233.00		1,665.00
Check	04/25/2012			American Express		1002 - Cash - Signature 1500570489	304.00		1,969.00
Check	05/28/2012			American Express		1002 - Cash - Signature 1500570489	311.00		2,280.00
Check	07/03/2012			American Express		1002 - Cash - Signature 1500570489	309.00		2,589.00
Check	07/28/2012			American Express		1002 - Cash - Signature 1500570489	372.00		2,961.00
Check	08/24/2012			American Express		1002 - Cash - Signature 1500570489	339.00		3,300.00
Check	10/01/2012			American Express		1002 - Cash - Signature 1500570489	335.00		3,635.00
Check	10/30/2012			American Express		1002 - Cash - Signature 1500570489	338.00		3,973.00
Check	11/28/2012			American Express		1002 - Cash - Signature 1500570489	338.00		4,311.00
Check	12/27/2012			American Express		1002 - Cash - Signature 1500570489	418.00		4,729.00
Total General & Administrative							4,729.00	0.00	4,729.00

CONFIDENTIAL INFORMATION

SPZ000892

Page 4

2:30 PM
11/16/15
Cash Basis

**Las Vegas Land Partners
General Ledger
As of December 31, 2012**

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Interest Exp									0.00
Check	03/14/2012	1237		Valley National Bank		1002 - Cash - Signature 1500570489	3,262.05		3,262.05
Check	04/07/2012	1239		Valley National Bank		1002 - Cash - Signature 1500570489	3,262.05		6,524.10
Check	04/18/2012	1240		Valley National Bank		1002 - Cash - Signature 1500570489	438.11		6,962.21
Check	05/02/2012			SIGNATURE BANK		1002 - Cash - Signature 1500570489	2,977.27		9,939.48
Check	05/03/2012			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,975.27		11,914.75
Check	05/21/2012	1242		Valley National Bank		1002 - Cash - Signature 1500570489	4,376.40		16,291.15
Check	06/06/2012			SIGNATURE BANK		1002 - Cash - Signature 1500570489	5,117.62		21,408.77
Check	06/28/2012	1243		Valley National Bank		1002 - Cash - Signature 1500570489	4,522.28		25,931.05
Check	07/20/2012			SIGNATURE BANK		1002 - Cash - Signature 1500570489	4,952.54		30,883.59
Check	07/31/2012	1245		Valley National Bank		1002 - Cash - Signature 1500570489	4,376.40		35,259.99
Check	11/02/2012	1250		Valley National Bank		1002 - Cash - Signature 1500570489	4,522.28		39,782.27
Check	12/03/2012	1253		Valley National Bank		1002 - Cash - Signature 1500570489	4,376.40		44,158.67
Check	12/06/2012	1254		SIGNATURE BANK		1002 - Cash - Signature 1500570489	11,500.00		55,658.67
General Journal	12/31/2012	y/e1212-1	*		to record additional interest to agree to loan statements	2167 - Signatue bank line	27,546.86		83,205.53
General Journal	12/31/2012	y/e1212-2	*		to record additional interest to agree with loan statements	-SPLIT-	33,156.94		116,362.47
Total Interest Exp							116,362.47	0.00	116,362.47
Total 5000 - RMI EXPENSES							121,091.47	0.00	121,091.47
6150 - Depreciation Expense									0.00
General Journal	12/31/2012	y/e1212-3	*		to record 2012 depreciation	Accumulated Depr - Coolidge	82,455.00		82,455.00
Total 6150 - Depreciation Expense							82,455.00	0.00	82,455.00
6265 - Filing Fees									0.00
Check	11/28/2012	1248		Commissioner of Taxation		1002 - Cash - Signature 1500570489	250.00		250.00
Check	11/28/2012	1247		Commissioner of Taxation		1002 - Cash - Signature 1500570489	250.00		500.00
Check	12/19/2012	1256		Commissioner of Taxation		1002 - Cash - Signature 1500570489	100.00		600.00
Total 6265 - Filing Fees							600.00	0.00	600.00
6270 - Professional Fees									0.00
Check	01/09/2012	1215		Soozi Jones Walker, Inc.		1002 - Cash - Signature 1500570489	1,400.00		1,400.00
Check	02/21/2012	1234		Sterling Law, LLC		1002 - Cash - Signature 1500570489	10,000.00		11,400.00
Check	04/02/2012	1238		SKE Group, LLC		1002 - Cash - Signature 1500570489	500.00		11,900.00
Check	07/02/2012	1244		SKE Group, LLC		1002 - Cash - Signature 1500570489	5,000.00		16,900.00
Check	09/07/2012	1246		Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		22,200.00
Check	09/27/2012	1189		Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		27,500.00
Check	11/08/2012	1249		Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		32,800.00
Check	12/07/2012	1251		Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		38,100.00
Check	12/20/2012	1258		Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		43,400.00
Total 6270 - Professional Fees							43,400.00	0.00	43,400.00
6820 - Taxes									0.00
Penalty									0.00
Check	12/18/2012	1255		United States Treasury		1002 - Cash - Signature 1500570489	390.00		390.00
Total Penalty							390.00	0.00	390.00
Total 6820 - Taxes							390.00	0.00	390.00
7000 - Inc/Loss from FC/LW Vegas									0.00
General Journal	12/31/2012	y/e1212-4	*		to record current year increase/decrease	Investment in FC/LW Vegas		1,384,621.00	-1,384,621.00
Total 7000 - Inc/Loss from FC/LW Vegas							0.00	1,384,621.00	-1,384,621.00
TOTAL							4,916,793.30	4,916,793.30	0.00

CONFIDENTIAL INFORMATION

SPZ000893

LVLFP-02
09/08/2014
11:36 AM

LAS VEGAS LAND PARTNERS
Adjusted Trial Balance
For the 1 period(s) ended December 31, 2013

Prepared by _____
Reviewed by _____ Page 1

Account #	Account Name	Prior Period (Adjusted) 12/31/12	Unadjusted Balance Dr (Cr)	Ref #	Adjustments Dr (Cr)	Adjusted Balance Dr (Cr)	Workpaper Reference
100	CASH	5,040.58	5,040.58	AJE-1	(2,623.70)		
				AJE-4	1,026.26	3,443.14	
105	CASH VALLEY NATIONAL BANK	375.50	375.50			375.50	
107	CASH AQUARIUS	5,526.72	5,526.72			5,526.72	
120	DEVELOPMENT EXP	187,562.60	187,562.60			187,562.60	
140	CLEARING	(1,759.82)	(1,759.82)			(1,759.82)	
150	COOLIDGE LAND	971,891.00	971,891.00			971,891.00	
151	COOLIDGE BUILDING	2,267,746.00	2,267,746.00			2,267,746.00	
152	ACCUM DEPR - COOLIDGE	(635,602.00)	(635,602.00)	AJE-2	(82,455.00)	(718,057.00)	
160	PROPERTY	13,077,396.47	13,077,396.47			13,077,396.47	
170	INVESTMENT - PQ LAS VEGAS	3,477,194.00	3,477,194.00			3,477,194.00	
174	INVESTMENT - FC/LW VEGAS	1,384,621.00	1,384,621.00			1,384,621.00	
202	BARNET EXPENSE PAYABLE	(15,542.89)	(15,542.89)			(15,542.89)	
210	KEY BANK LOAN	(21,104,001.00)	(21,104,001.00)			(21,104,001.00)	
220	LOAN PAYABLE VNB	(954,845.74)	(954,845.74)	AJE-1	150,945.84		
				AJE-5	(50,945.84)	(854,845.74)	
225	LOAN PAYABLE SIGNATURE	(500,887.00)	(500,887.00)	AJE-1	251,670.71		
				AJE-1	1,806.74		
				AJE-1	918.17		
				AJE-1	80,529.33		
				AJE-1	5,440.19		
				AJE-6	5,634.86	(154,887.00)	
250	UNKNOWN DEPOSITS VNB	(9,935.38)	(9,935.38)			(9,935.38)	
260	UNKNOWN SIGNATURE PAYMNTS	(888,449.86)	(888,449.86)			(888,449.86)	
270	UNKNOWN VNB PAYMENTS	(2,617,311.20)	(2,617,311.20)			(2,617,311.20)	
305	EQUITY BARNET LIBERMAN	1,580,533.75	1,580,533.75	AJE-3	(455,160.00)	1,125,373.75	
306	BARNET CAPITAL CONTRIB			AJE-6	(23,444.28)	(23,444.28)	
310	EQUITY DAVID MITCHELL	4,680,769.80	4,680,769.80	AJE-1	(681,129.79)		
				AJE-3	225,969.00	4,225,609.01	
311	DM CAPITAL CONTRIB			AJE-3	(681,131.53)	(681,131.53)	
399	P&L Summary	280,916.40	(910,322.53)	AJE-3	910,322.53		
	(Profit) Loss	(1,191,238.93)	0.00		342,626.51	342,626.51	
	Total	0.00	0.00		0.00	0.00	

CONFIDENTIAL INFORMATION

SPZ001097

2:31 PM
11/16/16
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2013

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1002 - Cash - Signature 1600670489									
Check	01/02/2013	1259		Valley National Bank		2154 - Valley National Bank Loan		4,378.40	5,040.58
Deposit	01/07/2013			Wink One		WinkOne	48.79		864.18
Deposit	01/08/2013			David Jan Mitchell		Contribution	1,644.86		712.97
Check	01/09/2013	1257		SIGNATURE BANK		2167 - Signature bank line		1,644.86	2,357.83
Check	01/11/2013			SKE Group, LLC		6270 - Professional Fees		2,000.00	712.97
Deposit	01/18/2013			David Jan Mitchell		Contribution	5,750.00		-1,287.03
Check	01/23/2013	1260		Cotton, Driggs et al		6270 - Professional Fees		5,300.00	4,462.97
Check	01/24/2013			American Express		General & Administrative		419.00	-837.03
Check	01/25/2013	1261		Valley National Bank		2154 - Valley National Bank Loan		4,522.28	-1,256.03
Deposit	01/28/2013			David Jan Mitchell		Contribution	4,522.28		-5,778.31
Deposit	02/04/2013			David Jan Mitchell		Contribution	2,200.00		-1,256.03
Deposit	02/08/2013			David Jan Mitchell		Contribution	1,833.11		943.97
Check	02/08/2013			SIGNATURE BANK		2167 - Signature bank line		1,833.11	2,777.06
Deposit	02/14/2013			Wink One		WinkOne	48.98		943.97
Check	02/20/2013	1263		Valley National Bank		2154 - Valley National Bank Loan		4,522.28	992.95
Deposit	02/21/2013			David Jan Mitchell		Contribution	10,487.28		-3,529.33
Check	03/01/2013			American Express		General & Administrative		665.00	6,957.95
Check	03/07/2013			Cotton, Driggs et al		6270 - Professional Fees		5,300.00	6,292.95
Check	03/08/2013			SIGNATURE BANK		2167 - Signature bank line		1,655.71	962.95
Deposit	03/13/2013			Wink One		WinkOne	48.98		-862.76
Deposit	03/28/2013			David Jan Mitchell		Contribution	15,050.00		-613.78
Check	03/28/2013			American Express		General & Administrative		601.00	14,436.22
Check	04/01/2013	1269		Valley National Bank		2154 - Valley National Bank Loan		4,084.84	13,835.22
Deposit	04/02/2013			David Jan Mitchell		Contribution	4,084.84		9,750.58
Deposit	04/04/2013			David Jan Mitchell		Contribution	1,833.10		13,835.22
Check	04/04/2013	1266		Delaware Secretary Of State		6265 - Filing Fees		16.98	15,651.34
Check	04/04/2013			SIGNATURE BANK		2167 - Signature bank line		1,833.10	13,818.24
Check	04/08/2013	1265		Cotton, Driggs et al		6270 - Professional Fees		5,300.00	8,518.24
Check	04/08/2013	1268		SKE Group, LLC		6270 - Professional Fees		9,750.00	-1,231.78
Deposit	04/10/2013			Wink One		WinkOne	48.98		-1,182.78
Deposit	04/12/2013			David Jan Mitchell		Contribution	18,638.97		17,457.19
Check	04/18/2013	1272		Clark County Treasurer		8850 - Property		1,163.63	16,293.56
Check	04/18/2013	1271		Clark County Treasurer		8850 - Property		1,858.28	14,635.30
Check	04/18/2013	1273		Clark County Treasurer		8850 - Property		1,858.26	12,977.04
Check	04/18/2013	1270		Clark County Treasurer		8850 - Property		1,946.84	11,028.20
Deposit	04/24/2013			David Jan Mitchell		Contribution	50,000.00		61,028.20
Check	04/25/2013			Valley National Bank		2154 - Valley National Bank Loan		50,000.00	11,028.20
Check	04/28/2013			American Express		General & Administrative		633.00	10,395.20
Check	04/29/2013	1275		Clark County Treasurer		8850 - Property		4,522.28	5,872.92
Deposit	05/06/2013			David Jan Mitchell		Contribution	1,773.98		7,646.90
Deposit	05/06/2013			David Jan Mitchell		Contribution	10,000.00		17,646.90
Check	05/06/2013	1274		Cotton, Driggs et al		6270 - Professional Fees		5,300.00	12,346.90
Check	05/06/2013			Poli & Ball, P.L.C.		6270 - Professional Fees		10,000.00	2,346.90
Check	05/06/2013			SIGNATURE BANK		2167 - Signature bank line		1,773.98	572.92
Deposit	05/07/2013			Wink One		WinkOne	48.98		621.90
Check	05/08/2013			SIGNATURE BANK		2167 - Signature bank line		15.00	606.90
Deposit	05/20/2013			David Jan Mitchell		Contribution	10,284.40		10,891.30
Deposit	05/28/2013			David Jan Mitchell		Contribution	5,000.00		15,891.30
Check	05/28/2013			American Express		General & Administrative		608.00	15,283.30
Check	05/28/2013			Cotton, Driggs et al		6270 - Professional Fees		5,300.00	9,983.30
Check	05/28/2013			Valley National Bank		2154 - Valley National Bank Loan		4,376.40	5,606.90
Check	05/28/2013			Zev E. Kaplan, Ltd.		6270 - Professional Fees		5,000.00	806.90
Deposit	06/09/2013			Wink One		WinkOne	48.98		655.88
Deposit	06/11/2013			David Jan Mitchell		Contribution	6,709.06		7,364.94
Check	06/11/2013			SIGNATURE BANK		2167 - Signature bank line		1,833.10	5,531.84
Check	06/14/2013	1279		Valley National Bank		2154 - Valley National Bank Loan		4,231.96	1,299.88
Check	06/28/2013			American Express		General & Administrative		644.00	655.88
Deposit	07/09/2013			Wink One		WinkOne	48.98		704.86
Deposit	07/09/2013			David Jan Mitchell		Contribution	1,773.98		2,478.84
Check	07/09/2013			SIGNATURE BANK		2167 - Signature bank line		1,773.98	704.86
Deposit	07/12/2013			David Jan Mitchell		Contribution	19,044.73		19,749.59
Check	07/16/2013	1281		Valley National Bank		2154 - Valley National Bank Loan		4,147.20	15,602.39
Check	07/18/2013	1280		Thompson Coburn LLP		6270 - Professional Fees		4,621.72	10,980.67
Check	07/24/2013	1282		Poli & Ball, P.L.C.		6270 - Professional Fees		9,694.81	1,285.86
Check	07/29/2013			American Express		General & Administrative		581.00	704.86
Deposit	08/13/2013			Wink One		WinkOne	48.98		753.84

CONFIDENTIAL INFORMATION

SPZ000894

2:31 PM
11/16/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2013

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance	
Deposit	08/14/2013			David Jan Mitchell	Contribution		850.00		1,603.84	
Deposit	08/16/2013			David Jan Mitchell	Contribution		250,000.00		251,603.84	
Deposit	08/16/2013			David Jan Mitchell	Contribution		1,633.11		253,436.95	
Deposit	08/16/2013			David Jan Mitchell	Contribution		4,285.44		257,722.39	
Deposit	08/16/2013			David Jan Mitchell	Contribution		4,285.44		262,007.83	
Deposit	08/16/2013			David Jan Mitchell	Contribution		2,000.00		264,007.83	
Check	08/16/2013			SIGNATURE BANK	2167 - Signature bank line			250,000.00	14,007.83	
Check	08/16/2013			SIGNATURE BANK	2167 - Signature bank line			1,833.11	12,174.72	
Check	08/16/2013			Valley National Bank	2154 - Valley National Bank Loan			4,285.44	7,889.28	
Check	08/16/2013			Zev E. Kaplan, Ltd.	6270 - Professional Fees			2,000.00	5,889.28	
Deposit	08/27/2013			David Jan Mitchell	Contribution		10,000.00		15,889.28	
Check	08/27/2013			Poli & Ball, P.L.C.	6270 - Professional Fees			10,000.00	5,889.28	
Deposit	08/28/2013			David Jan Mitchell	Contribution		568.00		6,457.28	
Check	08/28/2013			American Express	General & Administrative			568.00	5,889.28	
Deposit	09/03/2013			David Jan Mitchell	Contribution		20,596.75		26,486.03	
Deposit	09/06/2013			Wink One	WinkOne		48.98		26,535.01	
Deposit	09/10/2013			David Jan Mitchell	Contribution		9,947.92		36,382.93	
Check	09/10/2013			Sterling Law, LLC	6270 - Professional Fees			20,596.75	15,786.18	
Deposit	09/12/2013			David Jan Mitchell	Contribution		918.17		16,704.35	
Check	09/12/2013			SIGNATURE BANK	2167 - Signature bank line			918.17	15,786.18	
Check	09/17/2013	1293		Delaware Secretary Of State	6265 - Filing Fees			477.00	15,309.18	
Check	09/17/2013	1292		Delaware Secretary Of State	6265 - Filing Fees			477.00	14,832.18	
Check	09/17/2013	1291		Delaware Secretary Of State	6265 - Filing Fees			477.00	14,355.18	
Check	09/17/2013			SKE Group, LLC	6270 - Professional Fees			4,750.00	9,605.18	
Check	09/19/2013			Clark County Treasurer	6850 - Property			425.11	9,180.07	
Check	09/19/2013			Clark County Treasurer	6850 - Property			358.87	8,821.20	
Check	09/19/2013			Clark County Treasurer	6850 - Property			282.94	8,538.26	
Check	09/23/2013	1294		Zev E. Kaplan, Ltd.	6270 - Professional Fees			2,000.00	6,538.26	
Deposit	08/30/2013			David Jan Mitchell	Contribution		50,000.00		58,557.26	
Deposit	09/30/2013			David Jan Mitchell	Contribution		9.10		58,566.36	
Check	09/30/2013			Dynamex	General & Administrative			9.10	56,557.26	
Check	09/30/2013	1296		Valley National Bank	2154 - Valley National Bank Loan			4,285.44	52,271.82	
Deposit	10/02/2013			David Jan Mitchell	Contribution		888.56		53,160.38	
Check	10/02/2013			SIGNATURE BANK	2167 - Signature bank line			888.56	52,271.82	
Check	10/02/2013			Valley National Bank	2154 - Valley National Bank Loan			50,000.00	2,271.82	
Check	10/03/2013			American Express	General & Administrative			619.00	1,652.82	
Deposit	10/04/2013			Wink One	WinkOne		48.98		1,701.80	
Deposit	10/10/2013			David Jan Mitchell	Contribution		13,174.61		14,876.41	
Deposit	10/11/2013			David Jan Mitchell	Contribution		4,984.64		19,861.05	
Check	10/15/2013	1306		Glenda Shaw	General & Administrative			850.00	19,011.05	
Check	10/16/2013	1299		Poli & Ball, P.L.C.	6270 - Professional Fees			7,977.78	11,033.29	
Check	10/16/2013	1300		Zev E. Kaplan, Ltd.	6270 - Professional Fees			2,000.00	9,033.29	
Check	10/17/2013			Thompson Coburn LLP	6270 - Professional Fees			4,984.64	4,048.65	
Check	10/21/2013	1298		Valley National Bank	2154 - Valley National Bank Loan			4,147.20	-98.55	
Deposit	11/06/2013			Wink One	WinkOne		48.98		-49.57	
Deposit	11/13/2013			David Jan Mitchell	Contribution		36,865.20		36,815.63	
Check	11/13/2013			American Express	General & Administrative			721.00	36,094.63	
Deposit	11/19/2013			David Jan Mitchell	Contribution		918.18		37,012.81	
Check	11/19/2013	1308		Poli & Ball, P.L.C.	6270 - Professional Fees			26,252.10	10,760.71	
Check	11/19/2013			SIGNATURE BANK	2167 - Signature bank line			918.18	9,842.53	
Check	11/19/2013	1307		Zev E. Kaplan, Ltd.	6270 - Professional Fees			2,000.00	7,842.53	
Check	11/20/2013			Thompson Coburn LLP	6270 - Professional Fees			3,740.50	4,102.03	
Check	11/21/2013	1309		Valley National Bank	2154 - Valley National Bank Loan			4,048.60	53.43	
Check	12/02/2013			American Express	General & Administrative			824.00	-770.57	
Deposit	12/04/2013			Wink One	WinkOne		48.98		-721.59	
Deposit	12/05/2013			David Jan Mitchell	Contribution		23,905.75		23,184.16	
Deposit	12/06/2013			David Jan Mitchell	Contribution		24,567.53		47,751.69	
Check	12/09/2013			SIGNATURE BANK	2167 - Signature bank line			23,000.00	24,751.69	
Check	12/09/2013			SIGNATURE BANK	2167 - Signature bank line			444.28	24,307.41	
Check	12/11/2013	1313		Poli & Ball, P.L.C.	6270 - Professional Fees			14,924.03	9,383.38	
Check	12/11/2013			Thompson Coburn LLP	6270 - Professional Fees			3,048.50	6,334.88	
Check	12/11/2013			Valley National Bank	2154 - Valley National Bank Loan			3,918.00	2,416.88	
Deposit	12/19/2013	1311		David Jan Mitchell	Contribution		50,000.00		52,416.88	
Check	12/19/2013			SIGNATURE BANK	2167 - Signature bank line			50,000.00	2,416.88	
General Journal	12/31/2013	y/e1213-2			General & Administrative		1,026.26		3,443.14	
Total 1002 - Cash - Signature 1500570489								682,743.62	684,341.06	3,443.14

CONFIDENTIAL INFORMATION

SPZ000895

2:31 PM
11/16/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2013

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1005 - Cash-Aquarius exchange									5,526.72
Total 1005 - Cash-Aquarius exchange									5,526.72
1016 - Valley National Bank									375.50
Total 1016 - Valley National Bank									375.50
1500 - Property Investment									14,235,090.25
1610 - Accumulated depreciation									-4,349,035.00
Total 1510 - Accumulated depreciation									-4,349,035.00
1600 - Property Investment - Other									18,584,125.25
Total 1500 - Property Investment - Other									18,584,125.25
Total 1500 - Property Investment									14,235,090.25
1601 - Coolidge Building									1,632,144.00
Accumulated Depr - Coolidge									-635,602.00
General Journal	12/31/2013	yle1213-1	*		to record depreciation	6150 - Depreciation Expense		82,455.00	-718,057.00
Total Accumulated Depr - Coolidge							0.00	82,455.00	-718,057.00
1601 - Coolidge Building - Other									2,267,746.00
Total 1501 - Coolidge Building - Other									2,267,746.00
Total 1501 - Coolidge Building							0.00	82,455.00	1,549,689.00
Investment in FCLW Vegas									1,384,621.00
Total Investment in FCLW Vegas									1,384,621.00
Investment in PQ Las Vegas LLC									3,477,194.00
Total Investment in PQ Las Vegas LLC									3,477,194.00
2002 - Barnet - Expense Payable									-15,542.89
Total 2002 - Barnet - Expense Payable									-15,542.89
2136 - Keybank loan payable									-21,104,001.00
Total 2136 - Keybank loan payable									-21,104,001.00
2154 - Valley National Bank Loan									-854,845.74
Check	01/02/2013	1259		Valley National Bank		1002 - Cash - Signature 1500570489	4,376.40		-850,469.34
Check	01/25/2013	1261		Valley National Bank		1002 - Cash - Signature 1500570489	4,522.28		-845,947.06
Check	02/20/2013	1263		Valley National Bank		1002 - Cash - Signature 1500570489	4,522.28		-841,424.78
Check	04/01/2013	1269		Valley National Bank		1002 - Cash - Signature 1500570489	4,084.64		-837,340.14
Check	04/25/2013			Valley National Bank		1002 - Cash - Signature 1500570489	50,000.00		-887,340.14
Check	05/28/2013			Valley National Bank		1002 - Cash - Signature 1500570489	4,376.40		-882,963.74
Check	06/14/2013	1279		Valley National Bank		1002 - Cash - Signature 1500570489	4,231.96		-878,731.78
Check	07/16/2013	1281		Valley National Bank		1002 - Cash - Signature 1500570489	4,147.20		-874,584.58
Check	08/16/2013			Valley National Bank		1002 - Cash - Signature 1500570489	4,265.44		-870,299.14
Check	09/30/2013	1296		Valley National Bank		1002 - Cash - Signature 1500570489	4,265.44		-866,033.70
Check	10/02/2013			Valley National Bank		1002 - Cash - Signature 1500570489	50,000.00		-816,033.70
Check	10/21/2013	1298		Valley National Bank		1002 - Cash - Signature 1500570489	4,147.20		-811,886.50
Check	11/21/2013	1309		Valley National Bank		1002 - Cash - Signature 1500570489	4,048.60		-807,837.90
Check	12/11/2013	1311		Valley National Bank		1002 - Cash - Signature 1500570489	3,918.00		-803,899.90
General Journal	12/31/2013	yle1213-3	*		to adjust balance and record interest expense	Interest Exp		50,945.84	-854,845.74
Total 2154 - Valley National Bank Loan							150,945.84	50,945.84	-854,845.74

CONFIDENTIAL INFORMATION

SPZ000896

2:31 PM
11/16/16
Cash Basis

**Las Vegas Land Partners
General Ledger
As of December 31, 2013**

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
2167 - Signature bank line									
Check	01/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,644.86		-500,887.00
Check	02/08/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,833.11		-499,242.14
Check	03/08/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,655.71		-497,409.03
Check	04/04/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,833.10		-495,753.32
Check	05/06/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,773.98		-493,920.22
Check	05/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	15.00		-492,146.24
Check	06/11/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,833.10		-492,131.24
Check	07/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,773.98		-490,298.14
Check	08/16/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	250,000.00		-488,524.16
Check	08/16/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,833.11		-236,691.05
Check	09/12/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	918.17		-235,772.88
Check	10/02/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	888.56		-234,884.32
Check	11/19/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	918.18		-233,966.14
Check	12/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	23,000.00		-210,966.14
Check	12/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	444.28		-210,521.86
Check	12/19/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	50,000.00		-160,521.86
General Journal	12/31/2013	y/e1213-4	*		to record barnet activity	-SPLIT-	5,634.86		-154,887.00
Total 2167 - Signature bank line							346,000.00	0.00	-154,887.00
2400 - Partner Loans									
Total 2400 - Partner Loans									
2900 - Capital BL									
Contribution									
General Journal	12/31/2013	y/e1213-4	*		to record barnet activity	2167 - Signature bank line		23,444.28	0.00
Total Contribution							0.00	23,444.28	-23,444.28
Draw									
General Journal	01/01/2013	y/e1212-00	*		reclass to close out prior period capital accounts	-SPLIT-		4,700.00	4,700.00
Total Draw							0.00	4,700.00	0.00
2900 - Capital BL - Other									
General Journal	01/01/2013	y/e1212-00	*		reclass to close out prior period capital accounts	Draw		590,917.96	1,716,291.71
Total 2900 - Capital BL - Other							0.00	590,917.96	1,125,373.75
Total 2900 - Capital BL							0.00	619,062.24	1,101,929.47
2960 - Capital DM									
Contribution									
General Journal	01/01/2013	y/e1212-00	*		reclass to close out prior period capital accounts	Draw	324,767.57		4,821,228.24
Deposit	01/09/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,644.86	-324,769.31
Deposit	01/18/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,750.00	-1,646.60
Deposit	01/28/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,522.28	-7,396.60
Deposit	02/04/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		2,200.00	-11,918.88
Deposit	02/08/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,833.11	-14,118.88
Deposit	02/21/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		10,487.28	-15,951.99
Deposit	03/28/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		15,050.00	-26,439.27
Deposit	04/02/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,084.64	-41,489.27
Deposit	04/04/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,833.10	-45,573.91
Deposit	04/12/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		18,639.97	-47,407.01
Deposit	04/24/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		50,000.00	-86,046.98
Deposit	05/06/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,773.98	-116,046.98
Deposit	05/06/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		10,000.00	-117,820.96
Deposit	05/20/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		10,284.40	-127,820.96
Deposit	05/28/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,000.00	-138,105.36
Deposit	08/11/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		6,709.06	-143,105.36
Deposit	07/09/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,773.98	-149,814.42
Deposit	07/12/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		19,044.73	-151,588.40
Deposit	08/14/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		850.00	-170,633.13
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		250,000.00	-171,483.13
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,833.11	-421,483.13
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,285.44	-423,316.24
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,285.44	-427,601.68
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,285.44	-431,887.12
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		2,000.00	-433,887.12
Deposit	08/27/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		10,000.00	-443,887.12
Deposit	08/28/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		568.00	-444,455.12

CONFIDENTIAL INFORMATION

SPZ000897

2:31 PM
11/16/18
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2013

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance	
Deposit	09/03/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		20,596.75	-465,051.87	
Deposit	09/10/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		9,847.92	-474,899.79	
Deposit	09/12/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		918.17	-475,817.96	
Deposit	09/30/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		50,000.00	-525,817.96	
Deposit	09/30/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		9.10	-525,827.06	
Deposit	10/02/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		888.56	-526,715.62	
Deposit	10/10/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		13,174.61	-539,890.23	
Deposit	10/11/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,984.64	-544,874.87	
Deposit	11/13/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		36,865.20	-581,740.07	
Deposit	11/19/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		918.18	-582,658.25	
Deposit	12/05/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		23,905.75	-606,564.00	
Deposit	12/06/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		24,587.53	-631,131.53	
Deposit	12/19/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		50,000.00	-681,131.53	
Total Contribution								324,767.57	681,129.79	-681,131.53
David Mitchell - Distribution										
General Journal	01/01/2013	y/e1212-00	*		reclass to close out prior period capital accounts	Draw		1,249.86	1,249.86	
Total David Mitchell - Distribution								0.00	1,249.86	0.00
2950 - Capital DM - Other										
General Journal	01/01/2013	y/e1212-00	*		reclass to close out prior period capital accounts	Draw		919,138.68	5,144,747.69	
Total 2950 - Capital DM - Other								0.00	919,138.68	4,225,609.01
Total 2950 - Capital DM								324,767.57	1,601,518.33	3,544,477.48
3900 - Retained Earnings										
General Journal	01/01/2013	y/e1212-00	*		reclass to close out prior period capital accounts	Draw	1,191,238.93		-1,191,238.93	
Total 3900 - Retained Earnings								1,191,238.93	0.00	0.00
WinkOne										
Deposit	01/07/2013			Wink One		1002 - Cash - Signature 1500570489		48.79	-48.79	
Deposit	02/14/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-97.77	
Deposit	03/13/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-146.75	
Deposit	04/10/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-195.73	
Deposit	05/07/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-244.71	
Deposit	06/09/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-293.69	
Deposit	07/09/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-342.67	
Deposit	08/13/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-391.65	
Deposit	09/06/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-440.63	
Deposit	10/04/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-489.61	
Deposit	11/06/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-538.59	
Deposit	12/04/2013			Wink One		1002 - Cash - Signature 1500570489		48.98	-587.57	
Total WinkOne								0.00	587.57	-587.57
5000 - RMI EXPENSES										
General & Administrative										
Check	01/24/2013			American Express		1002 - Cash - Signature 1500570489	419.00		419.00	
Check	03/01/2013			American Express		1002 - Cash - Signature 1500570489	665.00		1,084.00	
Check	03/28/2013			American Express		1002 - Cash - Signature 1500570489	601.00		1,685.00	
Check	04/28/2013			American Express		1002 - Cash - Signature 1500570489	633.00		2,318.00	
Check	05/28/2013			American Express		1002 - Cash - Signature 1500570489	608.00		2,926.00	
Check	06/28/2013			American Express		1002 - Cash - Signature 1500570489	844.00		3,570.00	
Check	07/29/2013			American Express		1002 - Cash - Signature 1500570489	581.00		4,151.00	
Check	08/28/2013			American Express		1002 - Cash - Signature 1500570489	568.00		4,719.00	
Check	09/30/2013			Dynamex		1002 - Cash - Signature 1500570489	9.10		4,728.10	
Check	10/03/2013			American Express		1002 - Cash - Signature 1500570489	619.00		5,347.10	
Check	10/15/2013	1306		Glenda Shaw		1002 - Cash - Signature 1500570489	850.00		6,197.10	
Check	11/13/2013			American Express		1002 - Cash - Signature 1500570489	721.00		6,918.10	
Check	12/02/2013			American Express		1002 - Cash - Signature 1500570489	824.00		7,742.10	
General Journal	12/31/2013	y/e1213-2	*		to adjust y/e cash balance			1,026.26	6,715.84	
General Journal	12/31/2013	y/e1213-3	*		to adjust balance and record interest expense	Interest Exp	15.00	145.88	6,569.96	
General Journal	12/31/2013	y/e1213-4	*		to record barnet activity	2167 - Signature bank line			6,584.96	
Total General & Administrative								7,757.10	1,172.14	6,584.96

CONFIDENTIAL INFORMATION

SPZ000898

Page 6

2:31 PM
11/18/16
Cash Basis

**Las Vegas Land Partners
General Ledger
As of December 31, 2013**

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Interest Exp									0.00
General Journal	12/31/2013	y/e1213-3	*		to adjust balance and record interest expense	-SPLIT-	51,091.72		51,091.72
General Journal	12/31/2013	y/e1213-4	*		to record barnet activity	2167 - Signatue bank line	17,794.42		68,886.14
Total Interest Exp							68,886.14	0.00	68,886.14
Total 5000 - RMI EXPENSES							76,643.24	1,172.14	75,471.10
6150 - Depreciation Expense									0.00
General Journal	12/31/2013	y/e1213-1	*		to record depreciation	Accumulated Depr - Coolidge	82,455.00		82,455.00
Total 6150 - Depreciation Expense							82,455.00	0.00	82,455.00
6265 - Filing Fees									0.00
Check	04/04/2013	1266		Delaware Secretary Of State		1002 - Cash - Signature 1500570489	16.98		16.98
Check	09/17/2013	1293		Delaware Secretary Of State		1002 - Cash - Signature 1500570489	477.00		493.96
Check	09/17/2013	1292		Delaware Secretary Of State		1002 - Cash - Signature 1500570489	477.00		970.98
Check	09/17/2013	1291		Delaware Secretary Of State		1002 - Cash - Signature 1500570489	477.00		1,447.98
Total 6265 - Filing Fees							1,447.98	0.00	1,447.98
6270 - Professional Fees									0.00
Check	01/11/2013	1257		SKE Group, LLC		1002 - Cash - Signature 1500570489	2,000.00		2,000.00
Check	01/23/2013	1260		Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		7,300.00
Check	03/07/2013			Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		12,600.00
Check	04/08/2013	1265		Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		17,900.00
Check	04/08/2013	1268		SKE Group, LLC		1002 - Cash - Signature 1500570489	9,750.00		27,650.00
Check	05/06/2013	1274		Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		32,950.00
Check	05/28/2013			Poli & Bail, P.L.C.		1002 - Cash - Signature 1500570489	10,000.00		42,950.00
Check	05/28/2013			Cotton, Driggs et al		1002 - Cash - Signature 1500570489	5,300.00		48,250.00
Check	05/28/2013			Zev E. Kaplan, Ltd.		1002 - Cash - Signature 1500570489	5,000.00		53,250.00
Check	07/18/2013	1280		Thompson Coburn LLP		1002 - Cash - Signature 1500570489	4,821.72		57,871.72
Check	07/24/2013	1282		Poli & Bail, P.L.C.		1002 - Cash - Signature 1500570489	9,694.81		67,566.53
Check	08/16/2013			Zev E. Kaplan, Ltd.		1002 - Cash - Signature 1500570489	2,000.00		69,566.53
Check	08/27/2013			Poli & Bail, P.L.C.		1002 - Cash - Signature 1500570489	10,000.00		79,566.53
Check	09/10/2013			Sterling Law, LLC		1002 - Cash - Signature 1500570489	20,596.75		100,163.28
Check	09/17/2013			SKE Group, LLC		1002 - Cash - Signature 1500570489	4,750.00		104,913.28
Check	09/23/2013	1294		Zev E. Kaplan, Ltd.		1002 - Cash - Signature 1500570489	2,000.00		106,913.28
Check	10/16/2013	1299		Poli & Bail, P.L.C.		1002 - Cash - Signature 1500570489	7,977.76		114,891.04
Check	10/16/2013	1300		Zev E. Kaplan, Ltd.		1002 - Cash - Signature 1500570489	2,000.00		116,891.04
Check	10/17/2013			Thompson Coburn LLP		1002 - Cash - Signature 1500570489	4,984.64		121,875.68
Check	11/19/2013	1308		Poli & Bail, P.L.C.		1002 - Cash - Signature 1500570489	26,252.10		148,127.78
Check	11/19/2013	1307		Zev E. Kaplan, Ltd.		1002 - Cash - Signature 1500570489	2,000.00		150,127.78
Check	11/20/2013			Thompson Coburn LLP		1002 - Cash - Signature 1500570489	3,740.50		153,868.28
Check	12/11/2013	1313		Poli & Bail, P.L.C.		1002 - Cash - Signature 1500570489	14,824.03		168,792.31
Check	12/11/2013			Thompson Coburn LLP		1002 - Cash - Signature 1500570489	3,048.50		171,840.81
Total 6270 - Professional Fees							171,840.81	0.00	171,840.81
6820 - Taxes									0.00
6850 - Property									0.00
Check	04/18/2013	1272		Clark County Treasurer		1002 - Cash - Signature 1500570489	1,163.63		1,163.63
Check	04/18/2013	1271		Clark County Treasurer		1002 - Cash - Signature 1500570489	1,858.26		2,821.89
Check	04/18/2013	1273		Clark County Treasurer		1002 - Cash - Signature 1500570489	1,658.26		4,480.15
Check	04/18/2013	1270		Clark County Treasurer		1002 - Cash - Signature 1500570489	1,948.84		6,428.99
Check	04/29/2013	1275		Clark County Treasurer		1002 - Cash - Signature 1500570489	4,522.28		10,951.27
Check	09/18/2013			Clark County Treasurer		1002 - Cash - Signature 1500570489	425.11		11,376.38
Check	09/19/2013			Clark County Treasurer		1002 - Cash - Signature 1500570489	359.87		11,736.25
Check	09/19/2013			Clark County Treasurer		1002 - Cash - Signature 1500570489	262.94		11,999.19
Total 6850 - Property							11,999.19	0.00	11,999.19
Total 6820 - Taxes							11,999.19	0.00	11,999.19
TOTAL							3,040,882.18	3,040,882.18	0.00

CONFIDENTIAL INFORMATION

SPZ000899

Page 6

50028-0075
Case No.: A-16

RA 008649

Exhibit RWCO 008

RICH00076

50028-0076
Case No.: A-16

RA 008650

305 SECOND AVENUE ASSOCIATES
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2012

REILLY, DEANE & RABOY LLP
Certified Public Accountants

305LV05812

RICH00077

50028-0077
Case No.: A-16

RA 008651

REILLY, DEANE & RABOY LLP
CERTIFIED PUBLIC ACCOUNTANTS
60 EAST 42ND STREET
NEW YORK, N.Y. 10165

(212)986-3667
(212)986-3669 – FAX

BENJAMIN GOLDBERG, CPA
JOSEPH E. SODIKOFF, CPA
MARTIN M. APPELBAUM, CPA

ABRAHAM M. RABOY
1913-1977

INDEPENDENT ACCOUNTANTS' REPORT

To the Partners of
305 Second Avenue Associates

We have examined the accompanying balance sheet of 305 Second Avenue Associates as of December 31, 2012 and December 31, 2011, and the related statements of income and expenses and net cash flows for the years then ended. These financial statements are the responsibility of the General Partners. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by the General Partners, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As described in Note 2, Associates' policy is to prepare its financial statements on the basis followed for federal income tax purposes. Accordingly, the accompanying financial statements are not intended to present financial position, results of operations and changes in cash flows in conformity with accounting principles generally accepted in the United States of America.

As described in Note 3, the likelihood of collection of outstanding receivables from Charleston Casino Partners, LLC, totaling \$11,835,058, remains in serious doubt. As described in Note 8, the likelihood of payment of the outstanding balance due to Livework, LLC, totaling \$6,980,518, also remains in serious doubt. We cannot express an opinion with respect to the viability of these items.

In our opinion, with the exception of the items described in the previous paragraph, about which we cannot render an opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 305 Second Avenue Associates as of December 31, 2012 and 2011 and the results of its operations for the years then ended on the basis described in Note 2, which basis has been consistently applied.

Reilly, Deane & Raboy LLP

August 8, 2013

305LV05813

RICH00078

50028-0078
Case No.: A-16

RA 008652

305 SECOND AVENUE ASSOCIATES
BALANCE SHEET

ASSETS

	<u>December 31,</u>	
	<u>2012</u>	<u>2011</u>
Current assets:		
Cash in banks	\$ 507,858	\$ 581,103
Rent receivable	88,212	81,069
Due from Charleston Casino Partners, LLC	11,835,058	8,921,332
Prepaid insurance	17,936	16,246
Other receivables	71,746	76,443
Loan – other	<u>30,000</u>	<u>30,000</u>
Total current assets	<u>12,550,810</u>	<u>9,706,193</u>
Fixed assets:		
Condominium units at 305 Second Avenue:		
Land	577,905	577,905
Building	1,665,610	1,665,610
Building – renovation	28,865,144	28,860,940
Medical unit renovations	1,511,259	1,511,259
Equipment and furniture	<u>43,615</u>	<u>43,615</u>
Total	32,663,533	32,659,329
Less: Accumulated depreciation	<u>25,783,107</u>	<u>24,793,879</u>
Condominium units at 305 Second Avenue – net	6,880,426	7,865,450
Land and building – Las Vegas, NV	<u>25,029,850</u>	<u>25,029,850</u>
Total fixed assets	<u>31,910,276</u>	<u>32,895,300</u>
Other assets:		
Deferred leasing costs	83,506	93,069
Deferred financing costs	4,223	139,564
Deferred condo sales expense	30,000	-
Syndication costs	98,736	98,736
Condo conversion costs	59,160	59,160
Rent security on deposit	477,783	537,783
Reserve fund contribution	34,000	34,000
Other	<u>725</u>	<u>725</u>
Total other assets	<u>788,133</u>	<u>963,037</u>
Total assets	<u>\$45,249,219</u>	<u>\$43,564,530</u>

See notes to financial statements.

305LV05814

RICH00079

50028-0079
Case No.: A-16

RA 008653

**305 SECOND AVENUE ASSOCIATES
BALANCE SHEET**

LIABILITIES AND PARTNERS' EQUITY (DEFICIT)

	<u>December 31,</u>	
	<u>2012</u>	<u>2011</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 7,288,562	\$ 7,074,597
Due to Livework, LLC	6,980,518	4,835,983
Rent received in advance	325,741	375,271
Loan payable – general partners	<u>11,903,000</u>	<u>10,478,097</u>
Total current liabilities	<u>26,497,821</u>	<u>22,763,948</u>
Long-term liabilities:		
Mortgage payable – Rutherford Place Funding Corp.	55,000,000	55,000,000
Mortgage payable – Lion Financial, LLC	1,200,000	1,200,000
Loan payable – Heartland Bank	<u>9,350,000</u>	<u>9,750,000</u>
Total long-term liabilities	<u>65,550,000</u>	<u>65,950,000</u>
Other liabilities:		
Tenant security deposits	<u>477,783</u>	<u>537,783</u>
Total liabilities	<u>92,525,604</u>	<u>89,251,731</u>
Partners' deficit:		
Deficit at beginning of year	(45,687,201)	(46,048,265)
Income (loss) for the year	<u>(1,589,184)</u>	<u>361,064</u>
Deficit at end of year	<u>(47,276,385)</u>	<u>(45,687,210)</u>
Total liabilities and partners' deficit	<u>\$ 45,249,219</u>	<u>\$ 43,564,530</u>

See notes to financial statements.

305LV05815

— RICH00080

50028-0080
Case No.: A-16
RA 008654

**305 SECOND AVENUE ASSOCIATES
STATEMENT OF INCOME AND EXPENSES**

	<u>Year Ended December 31,</u>	
	<u>2012</u>	<u>2011</u>
Income:		
Rental income:		
Condominium units – 305 Second Avenue, NY, NY	\$ 6,735,184	\$6,368,545
Land and building – Las Vegas, NV	<u>2,280,896</u>	<u>2,226,559</u>
Total rental income	9,016,829	8,595,104
Interest	1,946	54,426
Other	<u>1,058</u>	<u>1,600</u>
Total income	<u>9,019,833</u>	<u>8,651,130</u>
Expenses:		
Interest	6,264,067	4,670,135
Condominium common charges	910,533	912,891
Real estate taxes	1,426,453	1,299,815
Management fees	267,037	254,628
Repairs and supplies	265,976	267,327
Renting expenses	197,742	262,602
Utilities	11,225	12,508
Insurance	26,211	15,671
Professional fees	92,144	163,814
Administrative and other expense	<u>13,497</u>	<u>11,892</u>
Total expenses	<u>9,474,885</u>	<u>7,871,282</u>
Income (loss) before depreciation and amortization and prior years' correction	<u>(455,052)</u>	<u>779,848</u>
Depreciation and amortization:		
Depreciation	989,228	1,325,612
Amortization – financing costs	135,341	271,430
Amortization – leasing commissions	<u>9,563</u>	<u>9,563</u>
Total depreciation and amortization	<u>1,134,132</u>	<u>1,606,605</u>
Net loss before prior years' correction	(1,589,184)	(826,757)
Correction of prior years' income	<u>-0-</u>	<u>1,187,821</u>
Net income (loss)	<u>\$(1,589,184)</u>	<u>\$ 361,064</u>

See notes to financial statements.

305LV05816

RICH00081

**50028-0081
Case No.: A-16**

RA 008655

305 SECOND AVENUE ASSOCIATES
STATEMENT OF CASH FLOWS
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

	<u>Year Ended December 31,</u>	
	<u>2012</u>	<u>2011</u>
<u>Cash used in operating activities:</u>		
Net income (loss)	\$(1,589,184)	\$ 361,064
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	1,134,132	1,606,605
Changes in assets and liabilities:		
Decrease (increase) in rent receivable	(7,143)	(60,487)
Increase in Due from Charleston Casino Partners, LLC	(2,913,726)	(3,468,389)
Increase in prepaid expenses	(1,690)	(1,024)
Decrease (increase) in other receivables	4,697	(34,382)
Increase (decrease) in accounts payable and accrued expenses	213,965	(168,851)
increase in due to Livework, LLC	2,144,535	35,550
Increase (decrease) in rents received in advance	(49,530)	(9,469)
Net cash used in operating activities	<u>(1,063,944)</u>	<u>(1,739,383)</u>
<u>Cash flows from investing activities:</u>		
Additions to fixed assets	<u>(4,204)</u>	<u>-0-</u>
<u>Cash flows from financing activities:</u>		
Current year principal payments on loan payable to Heartland Bank	(400,000)	(550,000)
Additions to deferred expenses	(30,000)	(6,000)
Net proceeds of loan from general partners	1,424,903	2,543,344
Repayment of loan – other	<u>-0-</u>	<u>(41,860)</u>
Net cash flows from financing activities	<u>994,903</u>	<u>1,945,484</u>
Net increase (decrease) in cash and cash equivalents	(73,245)	206,101
Cash and cash equivalents at beginning of year	<u>581,103</u>	<u>375,002</u>
Cash and cash equivalents at end of year	<u>\$ 507,858</u>	<u>\$ 581,103</u>

See notes to financial statements.

305LV05817

RICH00082

50028-0082
Case No.: A-16

RA 008656

**305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012**

Note 1 - Business activity:

305 Second Avenue Associates ("Associates"), a New York limited partnership, purchased the land and building located at 305 Second Avenue, New York, New York, on July 20, 1984. The building is operated as a residential apartment building above the first floor and medical offices on the first floor and basement. On September 18, 1987 the property was converted to condominium ownership. There were available for sale, on that date, a total of 127 residential and 35 medical units. Through December 31, 2012, 35 residential and 14 medical units were sold. To date in 2013, no further medical or residential units have been sold.

On June 1, 2013, Associates entered into a Sales Agency Agreement with Cantor & Pecorella, a duly licensed real estate broker, for the sale of all remaining residential condominium units.

In 2005, Associates announced that it planned to sell its then remaining 122 unsold residential units under a third party exchange plan as covered by Sec. 1031 of the Internal Revenue Code. The intent of this exchange was to defer gain on the sale of the units by acquiring similar property of approximately the same value and offsetting debt as the units sold, from an unrelated third party, within 180 days of the sale. On November 6, 2006, Associates completed the sale of thirty (30) units to an entity in which one of the general partners in Associates has a minority interest, for a total of \$27,325,000. The property was replaced on May 2, 2007 (within the statutory 180 day period) with land, buildings and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV (the Las Vegas property), at a cost of \$25,029,850. As more fully described in Note 12, concurrent with the purchase, Associates and the seller, under the name Charleston Casino Partners, LLC, entered into a forty nine 49 year "triple net" lease.

The general partners, Barnet Liberman and Winthrop Chamberlin, collectively represent a 65% interest in the partnership. The remaining 35% is owned by various limited partners, 10% of which are class "A" and 25% as class "B".

Note 2 - Financial statements:

Financial statements and tax returns are prepared on the accrual basis in accordance with generally accepted accounting principles with the following exceptions:

- a) As indicated in Note 3, depreciation of certain fixed assets had been charged over a fifteen year period in accordance with applicable provisions of the Internal Revenue Code in effect at the time of asset acquisition. Generally accepted accounting principles require depreciation to be calculated over a substantially greater period. The effect of the foregoing has not been included in these financial statements.

305LV05818

RICH00083

**50028-0083
Case No.: A-16**

RA 008657

305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012
(CONTINUED)

Note 2 – Financial statements (continued):

- b) As indicated in Note 4, in 1985 Associates took an expense deduction for financial statement purposes for the donation of the appraised value of the façade easement, in the amount of \$5,150,000, in accordance with the applicable provisions of the Internal Revenue Code. The donation represented a 10% reduction of the fair market value of the building, as determined by independent appraisal. However, as a result of Internal Revenue Service audits for 1985 and 1986, the donation was reduced to \$4,965,848. The corresponding cost basis reduction would be \$601,913, on a book value of \$6,019,134 as determined by the Internal Revenue Service audit. The applicable depreciation for this asset would be \$145,465 per annum over a thirty year life before reduction for units sold. The effect on the financial statements, if the asset was reflected on the basis of appraised value, would be a decrease in annual income. Fixed assets-net, would be increased by a corresponding amount.

Income taxes are not provided in the accompanying statements since the partnership is not required to pay income taxes as an entity. The individual partners must include their respective shares of partnership income or loss and other items in their individual tax returns.

Note 3 - Due From Charleston Casino Partners, LLC:

Rental income and interest due from Charleston Casino Partners, LLC, in the amount of \$11,835,058, covering the period December 2007 through December 2012, has not been paid, and is in default. As of December 31, 2008, the parties agreed that any unpaid rent receivable would be evidenced by a promissory note bearing interest at the rate of 1.36% per annum, and would mature on December 31, 2009. A note in the amount of \$1,915,899 was drawn for the period December 2007 through December 2008. No further notes were issued. As of the report date, the issued notes are in default and no rent has been received. Estimated interest on the unpaid balance, accrued at the rate of 7% per annum through December 31, 2008, and at 5% per annum thereafter, totaled \$1,361,195 through December 31, 2012. Total unpaid rent and estimated accrued interest for the period December 2007 through December 2012 is \$11,835,058. Details of the lease agreement are described in Note 14.

Associates has instituted legal proceedings against the tenant, Charleston Casino Partners, LLC, for the recovery of all outstanding rent and accrued interest.

305LV05819

RICH00084

50028-0084
Case No.: A-16

RA 008658

305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012
(CONTINUED)

Note 4 - Fixed assets:

Fixed assets are recorded at cost and, other than land, are being depreciated over various recovery periods on a straight line basis. The depreciation computation reflects the basis adjustment dictated by the Internal Revenue Code including the benefits of credits for the rehabilitation of certified historical structures.

Note 5 - Façade easement:

In 1985, Associates made a donation of an easement of the façade of the building at 305 Second Avenue, New York, New York, to the New York Landmarks Conservancy. The value was determined by independent appraisal to be \$5,150,000. The pro-rata shares of the donation were allocated to the partners for inclusion in their respective income tax returns for 1985, as permitted under the Internal Revenue Code.

For 1985, Associates chose to reflect the donation as an expense in the financial statements, thereby reducing net income and the basis of the building by \$5,150,000.

In 1992, as a result of an audit examination for 1985 and 1986, the IRS reduced the valuation of the façade easement to \$4,965,848.

Note 6 - Syndication costs:

Syndication costs were incurred to formalize the partnership agreements and prepare the confidential investor summary of the offering plan. The costs have not been amortized and are not deductible for federal income tax purposes.

Note 7 - Condo conversion costs:

Costs applicable to condominium conversion are being amortized as apartments are sold.

Note 8 - Due To Live Work, LLC:

In connection with the acquisition of the land, building and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV, on May 2, 2007, 305 Las Vegas LLC, a single member limited liability company owned by Associates, secured a purchase money loan from the seller, in the amount of \$5,000,000; a portion of the loan, \$700,000, was immediately repaid. The remainder, \$4,300,000, was to be repaid in 36

305LV05820

RICH00085

50028-0085
Case No.: A-16

RA 008659

305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012
(CONTINUED)

Note 8 - Due To Live Work, LLC (continued):

equal monthly installments of \$147,377, including interest at the rate of 14.7%. The loan matured on May 2, 2010, at which time principal and interest payments totaling \$4,273,928 were in arrears; additional interest is being accrued on the unpaid balance at the rate of 14.7%. The total amount in arrears at December 31, 2012 was \$6,980,518.

Effective December 31, 2008, the then unpaid balance of principal and interest, in the amount of \$1,915,899, was converted to a promissory note; the note which had been scheduled for repayment on December 31, 2009, is included in the arrears at December 31, 2012.

The loan is secured by the acquired property

The entire balance is in default and the seller has instituted legal proceedings against Associates for recovery of the unpaid balance of the loan, plus accrued interest thereon.

Note 9 - Mortgage payable – Rutherford Palace Funding Corp.:

On July 25, 2007, Rutherford Palace LLC, a single member limited liability company owned by Associates, entered into an agreement with Rutherford Palace Funding Corporation, an affiliate of JP Morgan Chase Bank, to obtain a mortgage loan in the principal amount of \$55,000,000. The loan bears interest at a rate equal to 6.29% per annum, and requires constant monthly payments of interest only in the amount of \$288,292. The loan was scheduled to mature on August 1, 2012, at which time the whole of the principal and all other outstanding monies were due and payable. The loan was secured by the condominium units owned by Associates (including the unit occupied by the building superintendent), with the exception of unit #338 (as described in Note 11). As a condition for the lender to make the loan, Associates assigned all of its rights, title and interest in rents.

Subsequent to the August 1, 2012 maturity date, monthly payments of interest continued until May 31, 2013, whereupon the principal and all outstanding interest was paid in full from proceeds of new financing from Capital One Bank. The new financing consists of a first mortgage loan of \$50,000,000 and a mezzanine loan of \$22,800,000. A portion of the proceeds, \$10,157,385, was placed in six separate cash accounts of varying amounts, at Capital One Bank, as prescribed in the loan agreement.

305LV05821

RICH00086

50028-0086
Case No.: A-16

RA 008660

305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012
(CONTINUED)

Note 10 - Loans payable – Heartland Bank:

In connection with the acquisition of the land, buildings and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV on May 2, 2007, 305 Las Vegas LLC, a single member limited liability company owned by Associates, secured loans totaling \$11,000,000 from Heartland Bank, Clayton, MO. The loans, represented by promissory notes of \$7,000,000 and \$4,000,000, required monthly payments of interest only at the Heartland Bank Base Rate (for any day, the prime rate established by the bank) plus three quarters of one percent (0.75%). At the closing, Associates deposited \$1,000,000 of the proceeds of the loan into an interest bearing account at Heartland Bank. Monthly payments on the loan are being drawn from this account. The loans matured on June 1, 2008 and were initially extended until December 1, 2008, and further extended to March 1, 2009. Associates paid a nonrefundable extension fee of 0.25% of the outstanding principal balance, and was required to deposit an additional \$500,000 into the Heartland Bank account. The promissory notes were amended and restated on March 1, 2009, providing for the monthly payment of interest only at the rate of 7% per annum (pa) and they matured on June 1, 2009. On that date, the notes were once again amended and restated.

Commencing June 1, 2009 Associates paid interest only at the rate of 7% pa on the outstanding loan balance, up to and including May 1, 2010. In addition, Associates was required to begin making periodic payments of principal. At June 1, 2010, the remaining balances on the original \$7,000,000 and \$4,000,000 notes were \$6,650,000 and \$3,800,000, respectively, or a total of \$10,450,000.

The notes were again restated and amended on June 1, 2010. The loans were scheduled to mature on June 1, 2012, whereupon all of the then outstanding principal and interest was due and payable. The current interest rate on the outstanding principal balance of the original \$7,000,000 note is 7-1/4%; the interest rate on the original \$4,000,000 note is 7-1/2%. The amended agreement includes a schedule for the periodic repayment of principal in the amounts of \$700,000 and \$400,000, respectively, on the \$7,000,000 and \$4,000,000 loans. Installment payments under this restated and amended agreement of \$1,050,000 and \$600,000, a total of \$1,650,000, were paid through December 31, 2012. At December 31, 2012, the combined balance of the loans was \$9,350,000. The loans are secured by a second deed of trust encumbering the land and building, and are further secured by an unconditional guarantee from the principals of the lessee for the full and complete performance of the property lease.

Associates has ceased all payments of principal and interest, and the Bank has begun foreclosure proceedings against the property.

305LV05822

RICH00087

50028-0087
Case No.: A-16

RA 008661

305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012
(CONTINUED)

Note 11 - Mortgage payable – Lion Financial, LLC:

On August 17, 2009, Associates entered into an agreement with Lion Financial, LLC to obtain a mortgage loan in the principal amount of \$1,200,000. Monthly payments of interest only, at the rate of 10% per annum (pa), commenced October 1, 2009. The entire unpaid principal balance, plus accrued interest, became due and payable on September 1, 2011. The loan is secured by condominium unit #338. Associates assigned all rights, title and interest in rents, as a condition of the loan. The loan was extended until February 29, 2012; a fee of \$6,000 was paid in connection with the extension. At the maturity date, the loan was extended for an additional six months.

In 2013, unit #338 was sold, and the loan was repaid in full.

Note 12 - Partnership agreement:

Under the terms of the partnership agreement two classes of limited partners were created. The original group was designated as Class A Limited Partners and contributed \$5,000 of capital, \$92,500 of loans, and joint and several guarantees of a \$1,000,000 letter of credit. The subsequently admitted Class B Limited Partners contributed \$4,000,000 of capital. The general partners, in addition to advancing loans to Associates, guarantee to lend Associates any negative cash flow.

The allocation of profits and losses through January 31, 1987 was 10% of profits and losses and the I.T.C. (Investment Tax Credit) to the Class A Limited Partners; 37.5% of the profits and the I.T.C. or 25% of the losses to the Class B Limited Partners; and 52.5% of the profits and the I.T.C. or 65% of the losses to the general partners. From February 1, 1987 the allocations are 10% of all profits and losses to the Class A Limited Partners, 25% of all the profits and losses to the Class B Limited Partners and 65% of all profits and losses to the general partners.

Note 13 - Additional information:

a) Management fees:

The Company incurs expenses for management fees from Orb Management, Ltd. The general partners of 305 Second Avenue Associates are also officers and stockholders of Orb Management.

305LV05823

_____ RICH00088

50028-0088
Case No.: A-16

RA 008662

305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012
(CONTINUED)

Note 13 - Additional information (continued):

b) Real estate taxes:

The Company received an abatement and exemption under the City of New York J-51 program and an abatement of \$1,975,800 with respect to capital improvements. These abatements were passed on to the holders of the residential units (Associates owned all but 2 at the time) and have been reflected in lower real estate tax bills.

Note 14 - Rental income – Las Vegas, NV:

On May 2, 2007, 305 Las Vegas LLC, a disregarded entity wholly owned by Associates, entered into a lease agreement with Charleston Casino Partners, LLC (the "Lessee"), covering the land, buildings and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV. The lease commenced on May 2, 2007 and will terminate on the day preceding the 49th anniversary of the commencement date. Rent is payable in equal monthly installments, pursuant to a schedule included in the agreement. The rental payments are net of all property operation costs. In addition to the fixed rent, the lessee is required to pay all taxes, levies, permits, etc. levied against the properties. As of December 31, 2012, unpaid rent totaled \$10,473,863.

Associates has begun legal proceedings against the tenant for recovery of the arrears.

Barnet Liberman, a principal of Associates, is also a principal of the lessee.

Note 15 - Lease with The Hospital for Joint Diseases Orthopaedic Institute:

Associates originally entered into a lease agreement with The Hospital for Joint Diseases Orthopaedic Institute (the tenant) for the 20 unsold commercial units. The lease covered a 15 year term from January 31, 1991 through January 31, 2006. In addition to the base rent the tenant is required to pay all real estate taxes, common charges and any special assessments

Prior to the termination date, Associates and the tenant (HJD) agreed to amend the terms of the lease. Effective February 1, 2006, under the new provisions, the tenant surrendered 8 of the 20 units it had under lease, and retained 12. HJD paid \$10,000 to reimburse Associates for the cost of renovation of the tenant's leasehold improvements; the sum is considered to be payment in full by HJD.

The new lease term commenced on February 1, 2006 and expires on January 31, 2021. In connection with the leasing of the space, Associates incurred a brokerage commission of \$100,212.

305LV05824

RICH00089

50028-0089
Case No.: A-16

RA 008663

305 SECOND AVENUE ASSOCIATES
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2012
(CONTINUED)

Note 15 - Lease with The Hospital for Joint Diseases Orthopaedic Institute (continued):

The total base rent payable under the terms of the lease, beginning February 1, 2006 is as follows:

Year 1-3	\$1,262,874
4-6	1,326,018
7-9	1,392,319
10-12	1,461,934
13-15	<u>1,535,031</u>
	<u>\$6,978,176</u>

The lease provides that if Associates enters into a contract of sale for the tenant's space, the tenant has the right of first refusal (within a specified time) to match the offer.

The lease also provides for a "put", which Associates could have exercised between May 13, 2004 and May 13, 2005. Associates exercised the put but it was not accepted by the tenant.

Note 16 - Condominium common charges:

At the January 14, 2009 meeting, the Board of Managers of Rutherford Place Condominium voted to increase common charges effective February 1, 2009. Associates share of the increase amounts to \$173,976 per annum and is being billed in monthly installments of \$14,498.

Note 17 - Concentration of credit risk:

The Partnership maintains cash balances in checking accounts and a money market fund at HSBC Bank. Bank balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2012, there were no uninsured balances.

305LV05825

— RICH00090

50028-0090
Case No.: A-16

RA 008664

REILLY, DEANE & RABOY LLP
CERTIFIED PUBLIC ACCOUNTANTS
60 EAST 42ND STREET
Suite #558
NEW YORK, N.Y. 10165

(212)986-3667
(212)986-3669 – FAX

BENJAMIN GOLDBERG, CPA
JOSEPH E. SODIKOFF, CPA
MARTIN M. APPELBAUM, CPA

ABRAHAM M. RABOY
1913-1977

Independent Auditor's Report

To the Partners of
305 Second Avenue Associates, LP

Report on the Financial Statements

We have audited the accompanying financial statements of 305 Second Avenue Associates, LP which comprise the balance sheet as of December 31, 2013 and December 31, 2012, and the related statements of income and expense and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

305LV05826

RICH00091

50028-0091
Case No.: A-16

RA 008665

Opinion

As described in Note 3, the likelihood of collection of outstanding receivables from Charleston Casino Partners, LLC, totaling \$11,835,058, remains in serious doubt. As described in Note 5, the likelihood of payment of the outstanding balance due to LiveWork, LLC, totaling \$6,980,518, also remains in serious doubt. We cannot express an opinion with respect to the viability of these items

In our opinion, the financial statements referred to above, subject to the exceptions as noted in the previous paragraph, present fairly, in all material respects, the financial position of 305 Second Avenue Associates, LP as of December 31, 2013 and December 31 2012, and the results of its operations and its cash flows for the periods then ended in accordance with accounting principles generally accepted in the United States of America.

Reilly, Deane and Raboy LLP

June 18, 2014

305LV05827

RICH00092

50028-0092
Case No.: A-16

RA 008666

305 SECOND AVENUE ASSOCIATES
BALANCE SHEET

2

ASSETS

	<u>December 31,</u>	
	<u>2013</u>	<u>2012</u>
Current assets:		
Cash in banks (Note 2)	\$13,008,433	\$ 507,858
Rent receivable	209,253	88,212
Due from Charleston Casino Partners, LLC (Note 3)	11,835,058	11,835,058
Prepaid expenses	443,465	17,936
Other receivables	83,271	71,746
Loan – other	<u>30,000</u>	<u>30,000</u>
Total current assets	<u>25,609,480</u>	<u>12,550,810</u>
Fixed assets (Note 2):		
Condominium units at 305 Second Avenue:		
Land	533,934	577,905
Building	1,538,879	1,665,610
Building – renovations	27,565,561	28,865,144
Medical unit renovations	1,511,259	1,511,259
Equipment and furniture	<u>43,615</u>	<u>43,615</u>
Total	31,193,248	32,663,533
Less: Accumulated depreciation	<u>24,333,135</u>	<u>25,783,107</u>
Condominium units at 305 Second Avenue – net Land and building – Las Vegas, NV (Note 1)	<u>6,860,113</u> <u>25,029,850</u>	<u>6,880,426</u> <u>25,029,850</u>
Total fixed assets	<u>31,889,963</u>	<u>31,910,276</u>
Other assets:		
Deferred expenses	2,082,492	275,625
Rent security on deposit	439,546	477,783
Reserve fund contribution	34,000	34,000
Other	<u>4,920</u>	<u>725</u>
Total other assets	<u>2,560,958</u>	<u>788,133</u>
Total assets	<u>\$60,060,401</u>	<u>\$45,249,219</u>

See independent auditors' report and accompanying notes to financial statements.

305LV05828

RICH00093

50028-0093
Case No.: A-16

RA 008667

305 SECOND AVENUE ASSOCIATES
BALANCE SHEET

LIABILITIES AND PARTNERS' EQUITY (DEFICIT)

	<u>December 31,</u>	
	<u>2013</u>	<u>2012</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 7,507,391	\$ 7,288,562
Due to LiveWork, LLC (Note 5)	6,980,518	6,980,518
Rent received in advance	149,413	325,741
Loan payable – general partners	<u>11,998,651</u>	<u>11,903,000</u>
Total current liabilities	<u>26,635,973</u>	<u>26,497,821</u>
Long-term liabilities:		
First mortgage payable – Capital One Bank (Note 6)	42,596,622	-0-
Mezzanine loan payable (Note 7)	22,800,000	-0-
Mortgage payable – Rutherford Place Funding Corp.	-0-	55,000,000
Mortgage payable – Lion Financial, LLC	-0-	1,200,000
Loan payable – Heartland Bank (Note 8)	<u>9,150,000</u>	<u>9,350,000</u>
Total long-term liabilities	<u>74,546,622</u>	<u>65,550,000</u>
Other liabilities:		
Tenant security deposits	<u>439,546</u>	<u>477,783</u>
Total liabilities	<u>101,622,141</u>	<u>92,525,604</u>
Partners' deficit:		
Deficit at beginning of year	(47,276,385)	(45,687,201)
Profit (loss) for the year	<u>5,714,645</u>	<u>(1,589,184)</u>
Deficit at end of year	<u>(41,561,740)</u>	<u>(47,276,385)</u>
Total liabilities and partners' deficit	<u>\$ 60,060,401</u>	<u>\$ 45,249,219</u>

See independent auditors' report and accompanying notes to financial statements.

305LV05829

RICH00094

50028-0094
Case No.: A-16

RA 008668

305 SECOND AVENUE ASSOCIATES
STATEMENT OF REVENUE AND EXPENSES

	<u>Year Ended December 31,</u>	
	<u>2013</u>	<u>2012</u>
Revenue:		
Rental income:		
Condominium units – 305 Second Avenue, NY, NY	\$ 6,239,149	\$ 6,735,933
Land and building – Las Vegas, NV	<u>-0-</u>	<u>2,280,896</u>
Total rental income	6,239,149	9,016,829
Gain on sales of residential condominium units (Schedule)	10,148,492	-0-
Interest	5,173	1,946
Other	<u>51,372</u>	<u>1,058</u>
Total revenue	<u>16,444,186</u>	<u>9,019,833</u>
Expenses:		
Interest	6,255,713	6,264,067
Condominium common charges	894,341	910,533
Real estate taxes	1,497,308	1,426,453
Management fees	265,206	267,037
Repairs and supplies	231,622	265,976
Renting expenses	7,366	197,742
Utilities	23,048	11,225
Insurance	21,944	26,211
Professional fees	488,610	92,144
Administrative and other expense	<u>19,850</u>	<u>13,497</u>
Total expenses	<u>9,705,008</u>	<u>9,474,885</u>
Excess of revenue over expenses before depreciation and amortization	6,739,178	(455,052)
Depreciation and amortization	<u>1,024,533</u>	<u>1,134,132</u>
Net income (loss)	<u>\$ 5,714,645</u>	<u>\$(1,589,184)</u>

See independent auditors' report and accompanying notes to financial statements.

305LV05830

RICH00095

50028-0095
Case No.: A-16

RA 008669

**305 SECOND AVENUE ASSOCIATES
GAIN ON SALE OF RESIDENTIAL CONDOMINIUM UNITS
FOR THE YEAR ENDED DECEMBER 31, 2013**

Revenue:	
Gross receipts from the sales of residential condominium units	<u>\$11,406,250</u>
Cost of sales:	
Land	43,971
Building	126,731
Building – renovations	<u>2,270,105</u>
Total cost of sales	2,440,807
Less: accumulated depreciation	<u>1,908,463</u>
Net cost of sales	<u>532,344</u>
Gross profit on sales of units	10,873,906
Less: expenses of sales	<u>725,414</u>
Net gain on sales of residential condominium units	<u>\$10,148,492</u>

See independent auditors' report and accompanying notes to financial statements.

305LV05831

_____ RICH00096

**50028-0096
Case No.: A-16**

RA 008670

305 SECOND AVENUE ASSOCIATES
STATEMENT OF CASH FLOWS
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

	<u>Year Ended December 31,</u>	
	<u>2013</u>	<u>2012</u>
<u>Cash used in operating activities:</u>		
Net profit (loss)	\$ 5,714,645	\$(1,589,184)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Net cost of apartment unit sales	532,344	-0-
Depreciation and amortization	1,024,533	1,134,132
Changes in assets and liabilities:		
Increase in rent receivable	(121,041)	(7,143)
Increase in Due to Charleston Casino Partners, LLC	-0-	(2,913,726)
Increase in prepaid expenses	(425,529)	(1,690)
Decrease (increase) in other receivables	(11,525)	4,697
Increase in other assets	(4,195)	-0-
Increase in accounts payable and accrued expenses	218,829	213,965
Increase in deferred expenses	(2,372,909)	(30,000)
Increase in Due to Livework, LLC	-0-	2,144,535
Decrease in rents received in advance	(176,328)	(49,530)
Net cash flows from (used in) operating activities	<u>4,378,824</u>	<u>(1,093,944)</u>
<u>Cash used in investing activities:</u>		
Additions to fixed assets	<u>(970,522)</u>	<u>(4,204)</u>
<u>Cash flows from financing activities:</u>		
Proceeds from first mortgage payable – Capital One Bank	50,000,000	-0-
Principal payments on first mortgage payable – Capital One Bank	(7,403,378)	-0-
Proceeds from Mezzanine loan payable	22,800,000	-0-
Payment of mortgage payable – Rutherford Place Funding Corp.	(55,000,000)	-0-
Payment of mortgage payable – Lion Financial, LLC	(1,200,000)	-0-
Current year principal payments on loan payable to Heartland Bank	(200,000)	(400,000)
Net proceeds of loans from general partners	<u>95,651</u>	<u>1,424,903</u>
Net cash flows from financing activities	<u>9,092,273</u>	<u>1,024,903</u>
Net increase (decrease) in cash and cash equivalents	12,500,575	(73,245)
Cash and cash equivalents at beginning of year	<u>507,858</u>	<u>581,103</u>
Cash and cash equivalents at end of year	<u>\$ 13,008,433</u>	<u>\$ 507,858</u>

See independent auditors' report and accompanying notes to financial statements.

305LV05832

RICH00097

50028-0097
Case No.: A-16

RA 008671

**305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013**

Note 1 - Business activity:

305 Second Avenue Associates ("Associates"), a New York limited partnership, purchased the land and building located at 305 Second Avenue, New York, New York, on July 20, 1984. The building is operated as a residential apartment building above the first floor and medical offices on the first floor and basement. On September 18, 1987 the property was converted to condominium ownership. There were available for sale, on that date, a total of 127 residential and 35 medical units. Through December 31, 2012, 35 residential and 14 medical units were sold. On June 1, 2013, Associates entered into a Sales Agency Agreement with Cantor & Pecorella, a duly licensed real estate broker, for the sale of all remaining residential condominium units. During 2013 seven (7) residential units were sold, including unit #338 which had been secured by a separate loan. Details of the sales are reflected in the accompanying schedule of Gain on Sales of Residential Units. An additional seventeen (17) units were sold in 2014 at a gross sales price of \$23,680,000

In 2005, Associates announced that it planned to sell its then remaining 122 unsold residential units under a third party exchange plan as covered by Sec. 1031 of the Internal Revenue Code. The intent of this exchange was to defer gain on the sale of the units by acquiring similar property of approximately the same value and offsetting debt as the units sold, from an unrelated third party, within 180 days of the sale. On November 6, 2006, Associates completed the sale of thirty (30) units to an entity in which one of the general partners in Associates has a minority interest, for a total of \$27,325,000. The property was replaced on May 2, 2007 (within the statutory 180 day period) with land, buildings and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV (the Las Vegas property), at a cost of \$25,029,850. As more fully described in Note 11, concurrent with the purchase, Associates and the seller, under the name Charleston Casino Partners, LLC, entered into a forty nine 49 year "triple net" lease.

The general partners, Barnet Liberman and Winthrop Chamberlin, collectively represent a 65% interest in the partnership. The remaining 35% is owned by various limited partners, 10% of which are class "A" and 25% as class "B".

Note 2 - Summary of Significant Accounting Policies:

Basis of accounting

The books and records of the partnership are maintained on the accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP")

See independent auditors' report.

305LV05833

RICH00098

**50028-0098
Case No.: A-16**

RA 008672

305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013

Note 2 - Summary of Significant Accounting Policies (continued):

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses during a reporting period. Application of these assumptions requires the exercise of judgment as to future uncertainties and, as a result, actual results could differ from the estimates.

Cash

Cash consists of demand deposit accounts held at major financial institutions and may at times exceed the insurable amount. Management believes it mitigates its risk by investing in major financial institutions and in funds that are currently U.S. federal government insured. Recoverability of investments is dependent upon the performance of the issuer.

Cash Equivalents

For the purpose of the statement of cash flows, the Company considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents.

Fixed Assets

Depreciation of fixed assets is provided on a tax basis method over the estimated useful lives of the assets. Although this method is not in accordance with GAAP, management has determined that this will not result in a material difference from the GAAP method.

Expenditures for maintenance and repairs are charged to operations as incurred. Significant renovations and replacements, which improve and extend the life of the asset, are capitalized.

Depreciation expense for the years ended December 31, 2013 and 2012 \$458,491 and \$989,228, respectively.

See independent auditors' report.

305LV05834

RICH00099

50028-0099
Case No.: A-16

RA 008673

305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013

Note 2 - Summary of Significant Accounting Policies (continued):

Revenue Recognition and Accounts Receivable

Revenues from tenants are recognized on an accrual basis when earned, in accordance with accounting principles generally accepted in the United States of America. Management records bad debts using the direct write off method, although the method is not in accordance with GAAP. Management has determined that this will not result in a material difference from the GAAP method.

Income Taxes

The entity is organized as a partnership. Consequently, no provision has been made in the accompanying financial statements for any federal, state or local taxes, since each item of income, gain, loss, deduction, or credit is reportable by the partners.

Tax Uncertainties

The Company's federal and state tax returns are open for examination for the years 2013, 2012, and 2011.

Note 3 - Due From Charleston Casino Partners, LLC:

Rental income due from Charleston Casino Partners, LLC, in the amount of \$10,473,863, covering the period December 2007 through December 2012, has not been paid, and is in default. Estimated interest on the unpaid balance, accrued at the rate of 7% per annum through December 31, 2008, and at 5% per annum thereafter, totaled \$1,361,195 through December 31, 2012. Total unpaid rent and estimated accrued interest at December 2012 was \$11,835,058. Details of the lease agreement are described in Note 11.

No additional rent or interest was accrued for 2013 because management anticipates that there is no possibility of their collection. Associates is currently pursuing legal actions against the tenant for recovery of the outstanding receivable.

Note 4 - Façade easement:

In 1985, Associates made a donation of an easement of the façade of the building at 305 Second Avenue, New York, New York, to the New York Landmarks Conservancy. The value was determined by independent appraisal to be \$5,150,000. The pro-rata

See independent auditors' report.

305LV05835

RICH00100

50028-0100
Case No.: A-16

RA 008674

305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013

Note 4 - Façade easement (continued):

shares of the donation were allocated to the partners for inclusion in their respective income tax returns for 1985, as permitted under the Internal Revenue Code.

For 1985, Associates chose to reflect the donation as an expense in the financial statements, thereby reducing net income and the basis of the building by \$5,150,000.

In 1992, as a result of an audit examination for 1985 and 1986, the IRS reduced the valuation of the façade easement to \$4,965,848.

Note 5 - Due To LiveWork, LLC:

In connection with the acquisition of the land, building and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV, on May 2, 2007, 305 Las Vegas LLC, a single member limited liability company owned by Associates, secured a purchase money loan from the seller, in the amount of \$5,000,000; a portion of the loan, \$700,000, was immediately repaid. The remainder, \$4,300,000, was to be repaid in 36 equal monthly installments of \$147,377, including interest at the rate of 14.7%. The loan matured on May 2, 2010, at which time principal and interest payments totaling \$4,273,928 were in arrears; additional interest was accrued on the unpaid balance at the rate of 14.7%. The total amount in arrears at December 31, 2012 was \$6,980,518. No additional interest was accrued for 2013 because management anticipates that that interest will not be paid to the lender.

The loan is secured by the acquired property

The entire balance is in default and the seller has instituted legal proceedings against Associates for recovery of the unpaid balance of the loan, plus accrued interest thereon.

Note 6 - Mortgage payable – Capital One Bank:

On May 31, 2013, Rutherford Palace LLC, a single member limited liability company owned by Associates, entered into an agreement with Capital One Bank, to obtain a mortgage loan in the principal sum of \$50,000,000. The loan requires monthly payments of interest only at the base rate of prime plus 1% on the unpaid balance of the loan, for the period July 1, 2013 through August 1, 2014. On September 1, 2014 a payment of principal is required in an amount equal to the excess of the then current balance of the loan and \$40,000,000. On June 1, 2015, an additional principal payment is required in an amount by which the then loan balance exceeds \$25,000,000. The loan will mature on May 31, 2016, whereupon any unpaid principal and all outstanding interest and other charges become due and payable. The loan is secured by 90

See independent auditors' report.

305LV05836

RICH00101

50028-0101
Case No.: A-16

RA 008675

**305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013**

Note 6 - Mortgage payable – Capital One Bank (continued):

residential and 20 commercial condominium units located at 305 Second Avenue, New York, New York. In connection with securing Associate's performance under the terms of the loan, Associates agreed to assign to the lender its rights, title and interest in all tenant rents and leases. Rental receipts are deposited in a Rent Deposit clearing account and then transferred to the various cash accounts, as required for disbursement.

The lender has agreed, from time to time, to release the portion of the lien applicable to individual units, when those units are sold. Associates will pay to the lender an amount equal to the greater of the "Release Price" of the units (as described in the loan agreement) or the net sales price (the gross sales price less reasonable, applicable expenses).

A portion of the loan proceeds was used to pay off the then existing \$54,310,750 balance of the mortgage loan from Rutherford Palace Funding Corporation.

The net proceeds from the loan after all required disbursements, a total of \$10,157,385, was placed in various cash accounts, for specific uses, in accordance with a cash management agreement.

Note 7 - Mezzanine Loan Payable:

O May 31, 2013, concurrent with obtaining the new \$50,000,000 first mortgage loan from Capital One Bank (described in Note 6), Rutherford Palace LLC entered into an agreement with RCG LV Debt V, LP to secure a Mezzanine Loan in the amount of \$22,800,000. The loan, which matures on May 31, 2016, requires monthly payments of interest only at the rate of 12% per annum. Following the repayment of the first mortgage loan, Associates is required to apply net proceeds from unit sales toward repayment of principal of the loan.

A portion of the loan proceeds was used to pay off the principal balance of the previous first mortgage loan.

The loan is secured by the pledged equity interests in 305 Second Avenue Associates, LP and is guaranteed by the general partners of Associates.

See independent auditors' report.

305LV05837

RICH00102

**50028-0102
Case No.: A-16**

RA 008676

**305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013**

Note 8 - Loans payable – Heartland Bank:

In connection with the acquisition of the land, buildings and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV on May 2, 2007, 305 Las Vegas LLC, a single member limited liability company owned by Associates, secured loans totaling \$11,000,000 from Heartland Bank, Clayton, MO. The loans, represented by promissory notes of \$7,000,000 and \$4,000,000, required monthly payments of interest only at the Heartland Bank Base Rate (for any day, the prime rate established by the bank) plus three quarters of one percent (0.75%). At the closing, Associates deposited \$1,000,000 of the proceeds of the loan into an interest bearing account at Heartland Bank. Payments on the loan were drawn from this account, which has been fully depleted. The loans originally matured on June 1, 2008 and were extended and restated on several occasions. Associates ceased making payments of interest and principal in 2013. At December 31, 2013 the unpaid combined principal balances totaled \$9,150,000. In addition, unpaid interest at that date, included in accounts payable and accrued expenses, amounts to \$505,690, for a total arrear of \$9,655,690.

The loans are secured by a second deed of trust encumbering the land and building, and are further secured by an unconditional guarantee from the principals of the lessee for the full and complete performance of the property lease.

The Bank is in the process of foreclosure proceedings against the property.

Note 9 - Partnership agreement:

Under the terms of the partnership agreement two classes of limited partners were created. The original group was designated as Class A Limited Partners and contributed \$5,000 of capital, \$92,500 of loans, and joint and several guarantees of a \$1,000,000 letter of credit. The subsequently admitted Class B Limited Partners contributed \$4,000,000 of capital. The general partners, in addition to advancing loans to Associates, guarantee to lend Associates any negative cash flow.

The allocation of profits and losses through January 31, 1987 was 10% of profits and losses and the I.T.C. (Investment Tax Credit) to the Class A Limited Partners; 37.5% of the profits and the I.T.C. or 25% of the losses to the Class B Limited Partners; and 52.5% of the profits and the I.T.C. or 65% of the losses to the general partners. From February 1, 1987 the allocations are 10% of all profits and losses to the Class A Limited Partners, 25% of all the profits and losses to the Class B Limited Partners and 65% of all profits and losses to the general partners.

See independent auditors' report.

305LV05838

RICH00103

**50028-0103
Case No.: A-16**

RA 008677

**305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013**

Note 10 - Management fees:

The Company incurs expenses for management fees from Orb Management, Ltd. The general partners of 305 Second Avenue Associates are also officers and stockholders of Orb Management.

Note 11 - Rental income – Las Vegas, NV:

On May 2, 2007, 305 Las Vegas LLC, a disregarded entity wholly owned by Associates, entered into a lease agreement with Charleston Casino Partners, LLC (the "Lessee"), covering the land, buildings and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV. The lease commenced on May 2, 2007 and is schedule to terminate on the day preceding the 49th anniversary of the commencement date. Rent is payable in equal monthly installments, pursuant to a schedule included in the agreement. The rental payments are net of all property operation costs. In addition to the fixed rent, the lessee is required to pay all taxes, levies, permits, etc. levied against the properties. As of December 31, 2012, unpaid rent totaled \$10,473,863. No additional rent was accrued for 2013 because management has considered that rent to be uncollectible.

Associates has undertaken legal proceedings against the tenant for recovery of the arrears.

One of the general partners of Associates, is also a principal of the lessee.

Note 12 - Lease with The Hospital for Joint Diseases Orthopaedic Institute:

Associates originally entered into a lease agreement with The Hospital for Joint Diseases Orthopaedic Institute (the tenant) for the 20 unsold commercial units. The lease covered a 15 year term from January 31, 1991 through January 31, 2006. In addition to the base rent the tenant is required to pay all real estate taxes, common charges and any special assessments

Prior to the termination date, Associates and the tenant (HJD) agreed to amend the terms of the lease. Effective February 1, 2006, under the new provisions, the tenant surrendered 8 of the 20 units it had under lease, and retained 12. HJD paid \$10,000 to reimburse Associates for the cost of renovation of the tenant's leasehold improvements; the sum is considered to be payment in full by HJD.

The new lease term commenced on February 1, 2006 and expires on January 31, 2021. In connection with the leasing of the space, Associates incurred a brokerage commission of \$100,212.

See independent auditors' report.

305LV05839

RICH00104

**50028-0104
Case No.: A-16**

RA 008678

**305 SECOND AVENUE ASSOCIATES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013**

Note 12 - Lease with The Hospital for Joint Diseases Orthopaedic Institute (continued):

The total base rent payable under the terms of the lease, beginning February 1, 2006 is as follows:

Year 1-3	\$1,262,874
4-6	1,326,018
7-9	1,392,319
10-12	1,461,934
13-15	<u>1,535,031</u>
	<u>\$6,978,176</u>

The lease provides that if Associates enters into a contract of sale for the tenant's space, the tenant has the right of first refusal (within a specified time) to match the offer.

The lease also provides for a "put", which Associates could have exercised between May 13, 2004 and May 13, 2005. Associates exercised the put but it was not accepted by the tenant.

Note 13 - Subsequent Events:

The partnership has evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through June 18, 2014, the day that the financial statements were available to be issued.

See independent auditors' report.

305LV05840

RICH00105

**50028-0105
Case No.: A-16**

RA 008679

305 SECOND AVENUE ASSOCIATES
FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

REILLY, DEANE & RABOY LLP
Certified Public Accountants

305LV05841

RICH00106

50028-0106
Case No.: A-16

RA 008680

REILLY, DEANE & RABOY LLP
CERTIFIED PUBLIC ACCOUNTANTS
60 EAST 42ND STREET
Suite #558
NEW YORK, N.Y. 10165

(212)986-3667
(212)986-3669 – FAX

BENJAMIN GOLDBERG, CPA
JOSEPH E. SODIKOFF, CPA
MARTIN M. APPELBAUM, CPA

ABRAHAM M. RABOY
1913-1977

Independent Auditor's Report

**To the Partners of
305 Second Avenue Associates, LP**

Report on the Financial Statements

We have audited the accompanying financial statements of 305 Second Avenue Associates, LP which comprise the balance sheet as of December 31, 2014 and December 31, 2013, and the related statements of income and expense and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

305LV05842

RICH00107

50028-0107
Case No.: A-16

RA 008681

Opinion

In our opinion, the financial statements referred to above, present fairly, in all material respects, the financial position of 305 Second Avenue Associates, LP as of December 31, 2014 and December 31 2013, and the results of its operations and its cash flows for the periods then ended in accordance with accounting principles generally accepted in the United States of America.

Reilly, Deane and Raboy LLP

May 25, 2015

305LV05843

RICH00108

50028-0108
Case No.: A-16

RA 008682

305 SECOND AVENUE ASSOCIATES LP
BALANCE SHEET

ASSETS

	<u>December 31,</u>	
	<u>2014</u>	<u>2013</u>
Current assets:		
Cash	\$ 8,870,050	\$13,008,433
Rent receivable	47,109	209,253
Due from Charleston Casino Partners, LLC	-0-	11,835,058
Prepaid expenses	367,733	443,465
Other receivables	60,253	83,271
Loan – other	<u>30,000</u>	<u>30,000</u>
Total current assets	<u>9,375,145</u>	<u>25,609,480</u>
Fixed assets:		
Condominium units at 305 Second Avenue:		
Land	345,487	533,934
Building	995,745	1,538,879
Building – renovations	21,049,629	27,565,561
Medical unit renovations	1,511,259	1,511,259
Equipment and furniture	<u>47,819</u>	<u>43,615</u>
Total	23,949,939	31,193,248
Less: Accumulated depreciation	<u>23,949,939</u>	<u>24,333,135</u>
Condominium units at 305 Second Avenue – net	-0-	6,860,113
Land and building – Las Vegas, NV	<u>25,029,850</u>	<u>25,029,850</u>
Total fixed assets	<u>25,029,850</u>	<u>31,889,963</u>
Other assets:		
Deferred expenses	1,661,529	2,082,492
Rent security on deposit	406,935	439,546
Reserve fund contribution	34,000	34,000
Other	<u>5,745</u>	<u>4,920</u>
Total other assets	<u>2,108,209</u>	<u>2,560,958</u>
Total assets	<u>\$36,513,204</u>	<u>\$60,060,401</u>

See independent auditors' report and accompanying notes to financial statements.

305LV05844

RICH00109

50028-0109
Case No.: A-16

RA 008683

305 SECOND AVENUE ASSOCIATES LP
BALANCE SHEET

3

LIABILITIES AND PARTNERS' EQUITY (DEFICIT)

	<u>December 31,</u>	
	<u>2014</u>	<u>2013</u>
Current liabilities:		
Accounts payable	\$ 472,671	\$ 7,507,391
Due to Livework, LLC	-0-	6,980,518
Rent received in advance	95,884	149,413
Loan payable – general partners	<u>8,287,023</u>	<u>11,998,651</u>
Total current liabilities	<u>8,855,578</u>	<u>26,635,973</u>
Long-term liabilities:		
First mortgage payable – Capital One Bank	5,102,459	42,596,622
Mezzanine loan payable	34,250,000	22,800,000
Loan payable – Heartland Bank	<u>4,500,000</u>	<u>9,150,000</u>
Total long-term liabilities	<u>43,852,459</u>	<u>74,546,622</u>
Other liabilities:		
Tenant security deposits	<u>416,961</u>	<u>439,546</u>
Total liabilities	<u>53,124,998</u>	<u>101,622,141</u>
Partners' deficit:		
Deficit at beginning of year	(41,561,740)	(47,276,385)
Excess of revenue over expenses for the year	<u>26,247,674</u>	<u>5,714,645</u>
	(15,314,066)	(41,561,740)
Partners' distributions	<u>(1,297,728)</u>	<u>-0-</u>
Deficit at end of year	<u>(16,611,794)</u>	<u>(41,561,740)</u>
Total liabilities and partners' deficit	<u>\$ 36,513,204</u>	<u>\$ 60,060,401</u>

See independent auditors' report and accompanying notes to financial statements.

305LV05845

RICH00110

50028-0110
Case No.: A-16

RA 008684

305 SECOND AVENUE ASSOCIATES LP
STATEMENT OF REVENUE AND EXPENSES

	<u>Year Ended December 31,</u>	
	<u>2014</u>	<u>2013</u>
Revenue:		
Rental income:		
Condominium units – 305 Second Avenue, NY, NY	\$ 4,305,424	\$ 6,239,149
Land and building – Las Vegas, NV	<u>13,050</u>	<u>-0-</u>
Total rental income	4,318,474	6,239,149
Gain on sales of residential condominium units	40,900,399	10,148,492
Interest	184,	5,173
Other	<u>377</u>	<u>51,372</u>
Total revenue	<u>45,219,434</u>	<u>16,444,186</u>
Expenses:		
Interest	5,166,517	6,255,713
Condominium common charges	1,429,225	894,341
Real estate taxes	1,442,426	1,497,308
Management fees	260,000	265,206
Repairs and supplies	7,032	231,622
Renting expenses	27,876	7,366
Utilities	33,544	23,048
Insurance	65,572	21,944
Professional fees	427,172	488,610
Contract labor	95,409	-0-
Las Vegas expense	42,178	-0-
Administrative and other expense	<u>30,262</u>	<u>19,850</u>
Total expenses	<u>9,027,213</u>	<u>9,705,008</u>
Excess of revenue over expenses before extraordinary items and depreciation and amortization	<u>36,192,221</u>	<u>6,739,178</u>
Extraordinary items:		
Bad debt expense	(10,585,058)	-0-
Cancellation of debt income	<u>1,655,904</u>	<u>-0-</u>
Total extraordinary items	<u>(8,929,154)</u>	<u>-0-</u>
Excess of revenue over expenses before depreciation and amortization	27,263,067	6,739,178
Depreciation and amortization	<u>1,015,393</u>	<u>1,024,533</u>
Excess of revenue over expenses	<u>\$ 26,247,674</u>	<u>\$ 5,714,645</u>

See independent auditors' report and accompanying notes to financial statements.

305LV05846

RICH00111

50028-0111
Case No.: A-16

RA 008685

305 SECOND AVENUE ASSOCIATES LP
STATEMENT OF CASH FLOWS
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

	<u>Year Ended December 31,</u>	
	<u>2014</u>	<u>2013</u>
<u>Cash flows from operating activities:</u>		
Excess of revenue over expenses	\$ 26,247,674	\$ 5,714,645
Adjustments to reconcile net loss to net cash provided by operating activities:		
Net cost of apartment unit sales	1,570,153	532,344
Depreciation and amortization	1,015,393	1,024,533
Decrease (increase) in current assets:		
Rent receivable	162,144	(121,041)
Due to Charleston Casino Partners, LLC	11,835,058	-0-
Prepaid expenses	75,732	(425,529)
Other receivables	23,018	(11,525)
Other assets	(825)	(4,195)
Increase (decrease) in current liabilities:		
Accounts payable	(7,034,720)	218,829
Net fixed asset adjustment applied to cancellation of debt income	(7,597,839)	-0-
Rents received in advance	(53,529)	(176,328)
Net cash flows from operating activities	<u>26,242,269</u>	<u>6,751,733</u>
<u>Cash used in investing activities:</u>		
Additions to fixed assets	(2,505,927)	(970,522)
Additions to deferred expenses	(449,452)	(2,372,909)
Net cash used in investing activities	<u>(2,955,379)</u>	<u>(3,343,431)</u>
<u>Cash flows from financing activities:</u>		
Write-off of Due to Livework LLC	6,980,518	-0-
Principal payments on first mortgage payable – Capital One Bank	(37,494,163)	(7,403,378)
Proceeds from Mezzanine loan payable	11,450,000	22,800,000
Payment of former mortgage payable	-0-	(56,200,000)
Current year principal reduction on loan - payable to Heartland Bank	(4,650,000)	(200,000)
Increase (decrease) in loans from general partners	(3,711,628)	95,651
Net cash flows from financing activities	<u>(27,425,273)</u>	<u>9,092,273</u>
Net increase (decrease) in cash and cash equivalents	(4,138,383)	12,500,575
Cash and cash equivalents at beginning of year	<u>13,008,433</u>	<u>507,858</u>
Cash and cash equivalents at end of year	<u>\$ 8,870,050</u>	<u>\$ 13,008,433</u>

See independent auditors' report and accompanying notes to financial statements.

305LV05848

RICH00113

50028-0113
Case No.: A-16

RA 008687

305 SECOND AVENUE ASSOCIATES LP
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

Note 1 - Business activity:

305 Second Avenue Associates ("Associates"), a New York limited partnership, purchased the land and building located at 305 Second Avenue, New York, New York, on July 20, 1984. The building is operated as a residential apartment building above the first floor and medical offices on the first floor and basement. On September 18, 1987 the property was converted to condominium ownership. There were available for sale, on that date, a total of 127 residential and 35 medical units. Through December 31, 2012, 35 residential and 14 medical units were sold. On June 1, 2013, Associates entered into a Sales Agency Agreement with Cantor & Pecorella, a duly licensed real estate broker, for the sale of all remaining residential condominium units. Unit sales totaled 7 in 2013 and 31 on 2014. At December 31, 2014, 54 units remained available for sale. Details of the sales are reflected in the accompanying schedule of Gain on Sales of Residential Units. Through May 25, 2015, an additional 14 units were sold at a gross sales price of \$24,496,500.

In 2005, Associates announced that it planned to sell its then remaining 122 unsold residential units under a third party exchange plan as covered by Sec. 1031 of the Internal Revenue Code. The intent of this exchange was to defer gain on the sale of the units by acquiring similar property of approximately the same value and offsetting debt as the units sold, from an unrelated third party, within 180 days of the sale. On November 6, 2006, Associates completed the sale of thirty (30) units to an entity in which one of the general partners in Associates has a minority interest, for a total of \$27,325,000. The property was replaced on May 2, 2007 (within the statutory 180 day period) with land, buildings and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV (the Las Vegas property), at a cost of \$25,029,850. As more fully described in Note 9, concurrent with the purchase, Associates and the seller, under the name Charleston Casino Partners, LLC, entered into a forty nine 49 year "triple net" lease.

The general partners, Barnet Liberman and Winthrop Chamberlin, collectively represent a 65% interest in the partnership. The remaining 35% is owned by various limited partners, 10% of which are class "A" and 25% as class "B".

Note 2 - Summary of Significant Accounting Policies:

Basis of accounting

The books and records of the partnership are maintained on the accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP")

See independent auditors' report.

305LV05849

RICH00114

50028-0114
Case No.: A-16

RA 008688

305 SECOND AVENUE ASSOCIATES LP
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

Note 2 - Summary of Significant Accounting Policies (continued):

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses during a reporting period. Application of these assumptions requires the exercise of judgment as to future uncertainties and, as a result, actual results could differ from the estimates.

Cash

Cash consists of demand deposit accounts held at major financial institutions and may at times exceed the insurable amount. Management believes it mitigates its risk by investing in major financial institutions and in funds that are currently U.S. federal government insured. Recoverability of investments is dependent upon the performance of the issuer.

Cash Equivalents

For the purpose of the statement of cash flows, the Company considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents.

Fixed Assets

Depreciation of fixed assets is provided on a tax basis method over the estimated useful lives of the assets. Although this method is not in accordance with GAAP, management has determined that this will not result in a material difference from the GAAP method.

Expenditures for maintenance and repairs are charged to operations as incurred. Significant renovations and replacements, which improve and extend the life of the asset, are capitalized.

Revenue Recognition and Accounts Receivable

Revenues from tenants are recognized on an accrual basis when earned, in accordance with accounting principles generally accepted in the United States of America. Management records bad debts using the direct write off method, although the method is not in accordance with GAAP. Management has determined that this will not result in a material difference from the GAAP method.

See independent auditors' report.

305LV05850

RICH00115

50028-0115
Case No.: A-16

RA 008689

305 SECOND AVENUE ASSOCIATES LP
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

Note 2 - Summary of Significant Accounting Policies (continued):

Income Taxes

The entity is organized as a partnership. Consequently, no provision has been made in the accompanying financial statements for any federal, state or local taxes, since each item of income, gain, loss, deduction, or credit is reportable by the partners.

Tax Uncertainties

The Company's federal and state tax returns are open for examination for the years 2014, 2013, and 2012.

Note 3 - Façade easement:

In 1985, Associates made a donation of an easement of the façade of the building at 305 Second Avenue, New York, New York, to the New York Landmarks Conservancy. The value was determined by independent appraisal to be \$5,150,000. The pro-rata

shares of the donation were allocated to the partners for inclusion in their respective income tax returns for 1985, as permitted under the Internal Revenue Code.

For 1985, Associates chose to reflect the donation as an expense in the financial statements, thereby reducing net income and the basis of the building by \$5,150,000.

In 1992, as a result of an audit examination for 1985 and 1986, the IRS reduced the valuation of the façade easement to \$4,965,848.

Note 4 - Mortgage payable – Capital One Bank:

On May 31, 2013, Rutherford Palace LLC, a single member limited liability company owned by Associates, entered into an agreement with Capital One Bank, to obtain a mortgage loan in the principal sum of \$50,000,000. The loan requires monthly payments of interest only at the base rate of prime plus 1% on the unpaid balance of the loan. The loan had a maturity date of May 31, 2016, whereupon any unpaid principal and all outstanding interest and other charges would become due and payable. The loan was secured by the remaining unsold residential and commercial condominium units located at 305 Second Avenue, New York, New York. In connection with securing Associate's performance under the terms of the loan, Associates agreed to assign to the lender its rights, title and interest in all tenant rents and leases

See independent auditors' report.

305LV05851

RICH00116

50028-0116
Case No.: A-16

RA 008690

305 SECOND AVENUE ASSOCIATES LP
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

Note 4 - Mortgage payable – Capital One Bank (continued):

The lender had agreed, from time to time, to release the portion of the lien applicable to individual units, when those units were sold. Associates paid to the lender an amount equal to the greater of the "Release Price" of the units (as described in the loan agreement) or the net sales price (the gross sales price less reasonable, applicable expenses).

At the date of these financial statements, the loan has been fully amortized and Associates is in negotiation with a new lender.

Note 5 - Mezzanine Loan Payable:

On May 31, 2013, concurrent with obtaining the new \$50,000,000 first mortgage loan from Capital One Bank (described in Note 4), Rutherford Palace LLC entered into an agreement with RCG LV Debt V, LP to secure a Mezzanine Loan in the amount of \$22,800,000. The loan, which matures on May 31, 2016, requires monthly payments of interest only at the rate of 12% per annum. Following the repayment of the first mortgage loan, Associates is required to apply net proceeds from unit sales toward repayment of principal of the loan.

On July 2, 2014 the promissory note was amended to include an additional \$11,450,000 for a total of \$34,250,000, with no changes to the terms.

The loan is secured by the pledged equity interests in 305 Second Avenue Associates, LP and is guaranteed by the general partners of Associates.

Note 6 - Loans payable – Heartland Bank:

In connection with the acquisition of the land, buildings and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV on May 2, 2007, 305 Las Vegas LLC, a single member limited liability company owned by Associates, secured loans totaling \$11,000,000 from Heartland Bank, Clayton, MO. The loans, represented by promissory notes of \$7,000,000 and \$4,000,000, required monthly payments of interest only at the Heartland Bank Base Rate (for any day, the prime rate established by the bank) plus three quarters of one percent (0.75%) The loans originally matured on June 1, 2008 and were extended and restated on several occasions. Associates ceased making payments of interest and principal in 2013. At December 31, 2013 the unpaid combined principal balances totaled \$9,150,000. Unpaid interest at that date, included in accounts payable, amounted to \$505,690, for a total arrear of \$9,655,690.

See independent auditors' report.

305LV05852

RICH00117

50028-0117
Case No.: A-16

RA 008691

**305 SECOND AVENUE ASSOCIATES LP
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014**

Note 6 - Loans payable – Heartland Bank (continued):

The loans are secured by a third deed of trust encumbering the land and building, and were further secured by an unconditional guarantee from the principals of the lessee for the full and complete performance of the property lease.

On August 29, 2014, the Bank, which had undertaken foreclosure proceedings against the property, entered into a settlement agreement with Associates to restructure the existing indebtedness. As of August 6, 2014, the outstanding balance was \$10,495,680, consisting of principal of \$9,150,000, interest of \$1,288,115 and late charges of \$57,565. The agreement required principal payments of \$2,750,000 (\$750,000 from Associates and \$2,000,000 from the guarantors). The Bank, having received those payments, accepted an amended promissory note in the principal sum of \$4,500,000. The note requires monthly payments of interest only, at the rate of six percent (6%) per annum. The entire unpaid principal and all other outstanding amounts will be payable in full on March 31, 2016.

As a further inducement for the restructuring, a Limited Guarantee Agreement was executed by Associates and one of the general partners of Associates, jointly and severally, guarantying the obligation up to \$2,000,000.

Note 7 - Partnership agreement:

Under the terms of the partnership agreement two classes of limited partners were created. The original group was designated as Class A Limited Partners and contributed \$5,000 of capital, \$92,500 of loans, and joint and several guarantees of a \$1,000,000 letter of credit. The subsequently admitted Class B Limited Partners contributed \$4,000,000 of capital. The general partners, in addition to advancing loans to Associates, guarantee to lend Associates any negative cash flow.

The allocation of profits and losses through January 31, 1987 was 10% of profits and losses and the I.T.C. (Investment Tax Credit) to the Class A Limited Partners; 37.5% of the profits and the I.T.C. or 25% of the losses to the Class B Limited Partners; and 52.5% of the profits and the I.T.C. or 65% of the losses to the general partners. From February 1, 1987 the allocations are 10% of all profits and losses to the Class A Limited Partners, 25% of all the profits and losses to the Class B Limited Partners and 65% of all profits and losses to the general partners.

See independent auditors' report.

305LV05853

RICH00118

**50028-0118
Case No.: A-16**

RA 008692

305 SECOND AVENUE ASSOCIATES LP
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

Note 8 - Management fees:

The Company incurs expenses for management fees from Orb Management, Ltd. The general partners of 305 Second Avenue Associates are also officers and stockholders of Orb Management.

Note 9 - Bad Debt Expense:

On May 2, 2007, 305 Las Vegas LLC entered into a lease agreement with Charleston Casino Partners, LLC (the "Lessee") covering the land, buildings and improvements located at 300 and 320 Charleston Blvd., Las Vegas, NV. The lease commenced on May 2, 2007 and was scheduled to terminate on the day preceding the 49th anniversary of the commencement date. Rent was to be paid in equal monthly installments, pursuant to a schedule included in the agreement. The rental payments were net of all property operation costs. In addition to the fixed rent, the lessee was required to pay all taxes, levies, permits, etc. levied against the properties. As of December 31, 2012, unpaid rent, plus accrued interest, totaled \$11,835,058. No additional rent was accrued after that date.

Associates had undertaken legal proceedings against the tenant for recovery of the arrears. However, effective September 15, 2014, the parties entered into a Surrender and Termination agreement whereby the tenant agreed to surrender the premises in consideration for the waiver of all unpaid amounts due. Pursuant to the agreement, the full arrears of \$11,835,058, previously recorded on the books of account, was charged to Bad Debts expense.

Note 10 - Lease with The Hospital for Joint Diseases Orthopaedic Institute:

Associates originally entered into a lease agreement with The Hospital for Joint Diseases Orthopaedic Institute (the tenant) for the 20 unsold commercial units. The lease covered a 15 year term from January 31, 1991 through January 31, 2006. In addition to the base rent the tenant is required to pay all real estate taxes, common charges and any special assessments

Prior to the termination date, Associates and the tenant (HJD) agreed to amend the terms of the lease. Effective February 1, 2006, under the new provisions, the tenant surrendered 8 of the 20 units it had under lease, and retained 12. HJD paid \$10,000 to reimburse Associates for the cost of renovation of the tenant's leasehold improvements; the sum is considered to be payment in full by HJD.

See independent auditors' report.

305LV05854

RICH00119

50028-0119
Case No.: A-16

RA 008693

**305 SECOND AVENUE ASSOCIATES LP
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014**

Note 10 - Lease with The Hospital for Joint Diseases Orthopaedic Institute (continued):

The new lease term commenced on February 1, 2006 and expires on January 31, 2021. In connection with the leasing of the space, Associates incurred a brokerage commission of \$100,212.

The total base rent payable under the terms of the lease, beginning February 1, 2006 is as follows:

Year 1-3	\$1,262,874
4-6	1,326,018
7-9	1,392,319
10-12	1,461,934
13-15	<u>1,535,031</u>
	<u>\$6,978,176</u>

The lease provides that if Associates enters into a contract of sale for the tenant's space, the tenant has the right of first refusal (within a specified time) to match the offer.

Note 11 - Subsequent Events:

The partnership has evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through May 25, 2015, the day that the financial statements were available to be issued.

See independent auditors' report.

305LV05855

RICH00120

**50028-0120
Case No.: A-16**

RA 008694

Exhibit RWCO 009

RICH00121

50028-0121
Case No.: A-16

RA 008695

Leah Property

	A	D	E	G	H	I
1	Entity	Original Parcel	Address	date acq	Acquired from	Cost
2						
3	Casino Coolidge LLC (Managed by Liberman but not owned by LVLV Holdings)	139-34-410-056, 057, 058, 059	929 S Casino Center Blvd., .15 acres	12/31/2014	Leah Property LLC	\$10 per deed, but 1000000, value assigned
4						
5						
6						
7		Entry to record removal of Coolidge property on LVLV:		Debit	Credit	
8				4,239,637.00	4,239,637.00	
9		Description of Account:	Account title:			
10						
11		Cash	Cash - Signature 1500570489	250,000.00		
12		Gain/loss on sale	Sale of Leah Property		250,000.00	a
13						
14		Debt	2154 Valley National	108,632.85		
15		Expense	Interest	6,090.73		
16		Gain/loss on sale	Sale of Leah Property		114,723.58	a
17						
18		Property basis	Accumulated Depr-Coolidge Building	718,057.00		
19		Property basis	Coolidge Building-Other		2,267,746.00	
20		Property basis	Property Investment-Other		971,891.00	
21		Gain/loss on sale	Sale of Leah Property	2,521,580.00		a
22						
23		Capital - BL	Contribution	91,934.47		
24		Debt	2154 Valley National	500,000.00		
25		Expense	Property taxes	8,874.95		
26		Gain/loss on sale	Leah Closing Costs	34,467.00		a
27		Gain/loss on sale	Sale of Leah Property		635276.42	a

RICHO0122

Exhibit RWCO 010

RICH00123

50028-0123
Case No.: A-16

RA 008697

David Mitchell					
LVLP					
		Capital Distributions	Capital Contributions	Net	
	2005	409,348.22	2,490,925.17	2,081,576.95	
	2006	2,140,000.00	2,027,569.98	(112,430.02)	
	2007	4,293,730.90	100,000.00	(4,193,730.90)	
	2008	129,500.00	74,750.00	(54,750.00)	
	2009	18,500.00	34,167.00	15,667.00	
	2010	-	360,000.00	360,000.00	
	2011	-	415,528.75	415,528.75	
	2012	1,249.86	324,769.31	323,519.45	
	2013	-	681,129.79	681,129.79	
	2014	250,000.00	962,861.97	712,861.97	
		7,242,328.98	7,471,701.97	229,372.99	
Barnet Liberman					
LVLP					
		Capital Distributions	Capital Contributions	Net	
	2005	2,004,200.00	6,029,490.44	4,025,290.44	
	2006	1,380,000.00	5,982,955.11	4,602,955.11	
	2007	10,477,408.10	745,000.00	(9,732,408.10)	
	2008	198,000.00	2,833,500.00	2,635,500.00	
	2009	807,000.00	419,320.57	(387,679.43)	
	2010	250,000.00	331,206.18	81,206.18	
	2011	-	355,456.25	355,456.25	
	2012	4,700.00	-	(4,700.00)	
	2013	-	23,444.00	23,444.00	
	2014	91,934.47	171,021.25	79,086.78	
		15,213,242.57	16,891,393.80	1,678,151.23	

Schedule M-1 Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1 -145,055.
	2 Net rental real estate income (loss) (attach Form 8825)	2
	3a Other gross rental income (loss)	3a
	b Expenses from other rental activities (attach stmt)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
	b Collectibles (28%) gain (loss)	9b
	c Unrecaptured section 1250 gain (attach statement)	9c
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶	11	
Deductions	12 Section 179 deduction (attach Form 4562)	12
	13a Contributions	13a
	b Investment interest expense	13b
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c (2)
d Other deductions (see instructions) Type ▶	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a -130,606.
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c
Credits	15a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c
	d Other rental real estate credits (see instructions) Type ▶	15d
	e Other rental credits (see instructions) Type ▶	15e
	f Other credits (see instructions) Type ▶	15f
Foreign Transactions	16a Name of country or U.S. possession	16a
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category ▶ e General category ▶ f Other ▶	16f
	Deductions allocated and apportioned at partner level	
	g Interest expense ▶ h Other ▶	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category ▶ j General category ▶ k Other ▶	16k
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l
m Reduction in taxes available for credit (attach statement)	16m	
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties - gross income	17d
	e Oil, gas, and geothermal properties - deductions	17e
	f Other AMT items (attach stmt)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c
	19a Distributions of cash and marketable securities	19a
	b Distributions of other property	19b
	20a Investment income	20a
	b Investment expenses	20b
c Other items and amounts (attach stmt)		

DO NOT MAIL

BAA

Form 1065 (2016)

PTPA0134L 09/25/16

CONFIDENTIAL INFORMATION

SPZ000648

RICH00125

50028-0125 Case No.: A-16

RA 008699

Schedule E-Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1 -1,305,949.
	2 Net rental real estate income (loss) (attach Form 8825)	2
	3a Other gross rental income (loss)	3a
	b Expenses from other rental activities (attach stmt)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5 34.
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
b Collectibles (28%) gain (loss)	9b	
c Unrecaptured section 1250 gain (attach statement)	9c	
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶	11	
Deductions	12 Section 179 deduction (attach Form 4562)	12
	13a Contributions	13a
	b Investment interest expense	13b
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c (2)
d Other deductions (see instructions) Type ▶	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a -169,382.
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c
Credits	15a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c
	d Other rental real estate credits (see instructions) Type ▶	15d
	e Other rental credits (see instructions) Type ▶	15e
	f Other credits (see instructions) Type ▶	15f
Foreign Transactions	16a Name of country or U.S. possession	16a
	b Gross income from all sources	16b
	c Gross income sourced at partner level Foreign gross income sourced at partnership level	16c
	d Passive category ▶ e General category ▶ f Other ▶	16f
	Deductions allocated and apportioned at partner level	
	g Interest expense ▶ h Other ▶	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category ▶ j General category ▶ k Other ▶	16k
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l
	m Reduction in taxes available for credit (attach statement)	16m
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties - gross income	17d
	e Oil, gas, and geothermal properties - deductions	17e
	f Other AMT items (attach stmt)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c 175.
	19a Distributions of cash and marketable securities	19a
	b Distributions of other property	19b
	20a Investment income	20a 34.
b Investment expenses	20b	
c Other items and amounts (attach stmt)		

BAA

Form 1065 (2015)

PTPA0134L 08/03/15

CONFIDENTIAL INFORMATION

SPZ000539

RICH00126

50028-0126
Case No.: A-16

RA 008700

Schedule K-1 Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1 -1,008,187.
	2 Net rental real estate income (loss) (attach Form 8825)	2
	3a Other gross rental income (loss)	3a
	b Expenses from other rental activities (attach stmt)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
b Collectibles (28%) gain (loss)	9b	
c Unrecaptured section 1250 gain (attach statement)	9c	
10 Net section 1231 gain (loss) (attach Form 4797)	10 -1,556,047.	
11 Other income (loss) (see instructions) Type ▶	11	
Deductions	12 Section 179 deduction (attach Form 4562)	12
	13a Contributions	13a
	b Investment interest expense	13b
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c (2)
d Other deductions (see instructions) Type ▶	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a -753,894.
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c
Credits	15a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c
	d Other rental real estate credits (see instructions) Type ▶	15d
	e Other rental credits (see instructions) Type ▶	15e
	f Other credits (see instructions) Type ▶	15f
Foreign Transactions	16a Name of country or U.S. possession	16a
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category ▶ e General category ▶ f Other ▶	16f
	Deductions allocated and apportioned at partner level	
	g Interest expense ▶ h Other ▶	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category ▶ j General category ▶ k Other ▶	16k
l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l	
m Reduction in taxes available for credit (attach statement)	16m	
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties - gross income	17d
	e Oil, gas, and geothermal properties - deductions	17e
	f Other AMT items (attach stmt)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c 3,344.
	19a Distributions of cash and marketable securities	19a
	b Distributions of other property	19b
	20a Investment income	20a
b Investment expenses	20b	
c Other items and amounts (attach stmt)		

BAA

Form 1065 (2014)

PTPA0134L 12/23/14

CONFIDENTIAL INFORMATION

SPZ000444

RICH00127

50028-0127 Case No.: A-16

RA 008701

Schedule K-1 Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1
	2 Net rental real estate income (loss) (attach Form 8825)	2
	3a Other gross rental income (loss)	3a
	b Expenses from other rental activities (attach stmt)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
	b Collectibles (28%) gain (loss)	9b
	c Unrecaptured section 1250 gain (attach statement)	9c
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶	11	
Deductions	12 Section 179 deduction (attach Form 4562)	12
	13a Contributions	13a
	b Investment interest expense	13b
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c (2)
d Other deductions (see instructions) Type ▶	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c
Credits	15a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c
	d Other rental real estate credits (see instructions) Type ▶	15d
	e Other rental credits (see instructions) Type ▶	15e
	f Other credits (see instructions) Type ▶	15f
Foreign Transactions	16a Name of country or U.S. possession	16a
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category ▶ e General category ▶ f Other ▶	16f
	Deductions allocated and apportioned at partner level	
	g Interest expense ▶ h Other ▶	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category ▶ j General category ▶ k Other ▶	16k
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l
m Reduction in taxes available for credit (attach statement)	16m	
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties — gross income	17d
	e Oil, gas, and geothermal properties — deductions	17e
	f Other AMT items (attach stmt)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c
	19a Distributions of cash and marketable securities	19a
	b Distributions of other property	19b
	20a Investment income	20a
b Investment expenses	20b	
c Other items and amounts (attach stmt)		

BAA

Form 1065 (2013)

PTPA0134L 06/28/13

CONFIDENTIAL INFORMATION

SPZ000198

RICH00128

50028-0128
Case No.: A-16

RA 008702

CONFIDENTIAL

Form 1065 (2012)

LVLV HOLDINGS LLC 20-1837543

Page 4

Schedule K Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1 -123,508.
	2 Net rental real estate income (loss) (attach Form 8825)	2 -192,992.
	3a Other gross rental income (loss)	3a
	b Expenses from other rental activities (attach stmt)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5 30.
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
	b Collectibles (28%) gain (loss)	9b
	c Unrecaptured section 1250 gain (attach statement)	9c
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶ SEE STATEMENT 2	11 1,510,097.	
Deductions	12 Section 179 deduction (attach Form 4562)	12
	13a Contributions	13a
	b Investment interest expense	13b
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c (2)
d Other deductions (see instructions) Type ▶	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a 30.
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c
Credits	15a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c
	d Other rental real estate credits (see instructions) Type ▶	15d
	e Other rental credits (see instructions) Type ▶	15e
	f Other credits (see instructions) Type ▶	15f
Foreign Transactions	16a Name of country or U.S. possession ▶	16a
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category ▶ e General category ▶ f Other ▶	16f
	Deductions allocated and apportioned at partner level	
	g Interest expense ▶ h Other ▶	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category ▶ j General category ▶ k Other ▶	16k
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l
m Reduction in taxes available for credit (attach statement)	16m	
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties — gross income	17d
	e Oil, gas, and geothermal properties — deductions	17e
	f Other AMT items (attach stmt)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c 1,998.
	19a Distributions of cash and marketable securities	19a 4,700.
	b Distributions of other property	19b
	20a Investment income	20a 30.
	b Investment expenses	20b
c Other items and amounts (attach stmt)		

BAA

Form 1065 (2012)

PTPA0134L 12/31/12

LVLV005241

RICH00129

50028-0129
Case No.: A-16

RA 008703

Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1
	2 Net rental real estate income (loss) (attach Form 8825)	2
	3a Other gross rental income (loss)	3a
	b Expenses from other real estates (attach stmt)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
Deductions	9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a
	b Collectibles (28%) gain (loss)	9b
	c Unrecaptured section 1223 gain (attach statement)	9c
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶	11	
Self-Employment	12 Section 179 deduction (attach Form 4562)	12
	13a Contributions	13a
	b Investment interest expense	13b
	c Section 51(a)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c (2)
d Other deductions (see instructions) Type ▶	13d	
Credits	14a Net earnings (loss) from self-employment	14a
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c
	15a Low-income housing credit (section 42(i)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c
d Other rental real estate credits (see instructions) Type ▶	15d	
e Other rental credits (see instructions) Type ▶	15e	
f Other credits (see instructions) Type ▶	15f	
Foreign Transactions	16a Name of country or U.S. possession ▶	16a
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category ▶ e General category ▶ f Other ▶	16f
	Deductions allocated and apportioned at partner level	
	g Interest expenses ▶ h Other ▶	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
i Passive category ▶ j General category ▶ k Other ▶	16i	
l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16j	
m Reduction in taxes available for credit (attach statement)	16m	
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties— gross income	17d
	e Oil, gas, and geothermal properties— deductions	17e
	f Other AMT items (attach stmt)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c
	19a Distributions of cash and marketable securities	19a
	b Distributions of other property	19b
	20a Investment income	20a
b Investment expenses	20b	
c Other items and amounts (attach stmt)		

BAA

Form 1065 (2011)

PTPAC06, 09/01/11

LVP11-0000530

50028-0130 Case No.: A-16

RA 008704

CONFIDENTIAL

Form 1065 (2016)

LVL P HOLDINGS LLC 20-1837543

Page 4

Partners' Distributions		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1 1,568,195.
	2 Net rental real estate income (loss) (attach Form 8525)	2 -1,676,555.
	3a Other gross rental income (loss)	3a
	b Expenses less other rental activities (attach stmt)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5 29,118.
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
Deductions	9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a
	b Collectibles (28%) gain (loss)	9b
	c Unrecaptured section 1231 gain (attach statement)	9c
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶	11	
12 Section 179 deduction (attach Form 4562)	12	
Self-Employment	13a Contributions	13a
	b Investment interest expense	13b
	c Section 5(a)(2) expenses: (1) Type ▶ (2) Amount ▶	13c (2)
	d Other deductions (see instructions) Type ▶	13d
14a Net earnings (loss) from self-employment	14a -295,805.	
b Gross farming or fishing income	14b	
c Gross nonfarm income	14c	
Credits	15a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3620)	15c
	d Other rental real estate credits (see instructions). Type ▶	15d
	e Other rental credits (see instructions). Type ▶	15e
	f Other credits (see instructions). Type ▶	15f
Foreign Transactions	16a Name of country or U.S. possession ▶	16a
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category ▶ e General category ▶ f Other ▶	16f
	Deductions allocated and apportioned at partner level	
	g Interest expense ▶ h Other ▶	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category ▶ j General category ▶ k Other ▶	16k
	l Total foreign taxes (check one): Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l
m Reduction in taxes available for credit (attach statement)	16m	
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties— gross income	17d
	e Oil, gas, and geothermal properties— deductions	17e
	f Other AMT items (attach stmt)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c
	19a Distributions of cash and marketable securities	19a
	b Distributions of other property	19b
20a Investment income	20a 29,118.	
b Investment expenses	20b	
c Other items and amounts (attach stmt)		

BAA

Form 1065 (2016)

CONFIDENTIAL

LVL P005116

LVL P12-00008

RICHO0131

50028-0131 Case No.: A-16

RA 008705

CONFIDENTIAL

LVP HOLDINGS LLC 20-187543

Form 1065 (2009)

Partners' Distributive Share Items

Form 1065 (2009)		Form 1065 (2009)	
1	Ordinary business income (page 1, line 22)	1	1
2	Net rental real estate income (page 1, line 22)	2	-1,231,821.
3a	Other gross rental income (page 1, line 22)	3a	
b	Expenses from other rental activities (attach schedule)		
c	Other net rental income (page 1, line 22). Subtract line 3b from line 3a.	3c	
4	Guaranteed payments	4	
5	Interest income	5	
6	Dividends: a Ordinary dividends	6a	
b	Qualified dividends	6b	
7	Royalties	7	
8	Net short-term capital gain (page 1, line 1003) (attach Schedule D (Form 1065))	8	
9a	Net long-term capital gain (page 1, line 1003) (attach Schedule D (Form 1065))	9a	
b	Collectibles (28%) gain (loss)	9b	
c	Unreported sales (28%) gain (loss) (attach schedule)	9c	
10	Net section 1251 gain (loss) (attach Form 4797)	10	
11	Other income (page 1, line 1003) (attach Form 1065)	11	
12	Section 179 deduction (attach Form 4562)	12	
13a	Contributions	13a	
b	Investment interest expense	13b	
c	Section 512(b)(2) equivalent (1) Type 2	13c(2)	Amount
d	Other deductions (see instructions) Type 2	13d	
14a	Net earnings (loss) from self-employment	14a	
b	Gross farming or fishing income	14b	
c	Gross northern income	14c	
15a	Low-income housing credit (section 42(b)(7))	15a	
b	Low-income housing credit (other)	15b	
c	Qualified rehabilitation expenditures (Form 3462) (attach Form 3462)	15c	
d	Other rental real estate credits (see instructions). Type 2	15d	
e	Other rental credits (see instructions). Type 2	15e	
f	Other credits (see instructions). Type 2	15f	
16a	Name of country or U.S. possession	16a	
b	Gross income from all sources	16b	
c	Gross income sourced at partner level	16c	
d	Passive category	16d	
e	Deductible allocated and apportioned at partner level	16e	
f	Other	16f	
17a	Adjusted gain or loss	17a	
b	Depreciation (other than oil and gas)	17b	
c	Oil, gas, and geothermal properties - gross income	17c	
d	Oil, gas, and geothermal properties - deductions	17d	
e	Other tax-exempt income	17e	
f	Nondeductible expenses	17f	
18a	Tax-exempt interest income	18a	
b	Other tax-exempt income	18b	
c	Nondeductible expenses	18c	
19a	Distributions of cash and marketable securities	19a	
b	Distributions of other property	19b	
20a	Investment income	20a	
b	Investment expenses	20b	
c	Other items and amounts (attach sheet)	20c	
Total amount		Total amount	

LVP005100

CONFIDENTIAL
PARTNERS' SHARE

LVP13-00021 32

Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1
	2 Net rental real estate income (loss) (attach Form 8825)	2 -5,012,755.
	3a Other gross rental income (loss)	3a
	b Expenses from other rental activities (attach stmt)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5 444,118.
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
	b Collectibles (28%) gain (loss)	9b
	c Recaptured section 1250 gain (attach statement)	9c
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type <input type="checkbox"/>	11	
Deductions	12 Section 179 deduction (attach Form 4562)	12
	13a Contributions	13a
	b Investment interest expenses	13b
	c Section 59(e)(2) expenses: (1) Type <input type="checkbox"/> (2) Amount <input type="checkbox"/>	13c (2)
d Other deductions (see instructions) Type <input type="checkbox"/>	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c
Credits	15a Low-income housing credit (section 42(i)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c
	d Other rental real estate credits (see instructions) Type <input type="checkbox"/>	15d
	e Other rental credits (see instructions) Type <input type="checkbox"/>	15e
	f Other credits (see instructions) Type <input type="checkbox"/>	15f
Foreign Transactions	16a Name of country or U.S. possession <input type="checkbox"/>	
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category <input type="checkbox"/> e General category <input type="checkbox"/> f Other <input type="checkbox"/>	16f
	Deductions allocated and apportioned at partner level	
	g Interest expense <input type="checkbox"/> h Other <input type="checkbox"/>	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category <input type="checkbox"/> j General category <input type="checkbox"/> k Other <input type="checkbox"/>	16k
	l Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l
m Reduction in taxes available for credit (attach statement)	16m	
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1985 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties - gross income	17d
	e Oil, gas, and geothermal properties - deductions	17e
	f Other AMT items (attach stmt)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c
	19a Distributions of cash and marketable securities	19a 312,500.
	b Distributions of other property	19b
20a Investment income	20a 444,118.	
b Investment expenses	20b	
c Other items and amounts (attach stmt)	20c	

BAA

Form 1065 (2008)

PTP40134 080408 CONFIDENTIAL

P010870

LVLV14-00004 RICH00133

50028-0133 Case No.: A-16

RA 008707

CONFIDENTIAL

Form 1065 (2007)

LVP HOLDINGS LLC 20-1837543

Page 3

Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1
	2 Net rental real estate income (loss) (attach Form 8825)	2 -17,059,422.
	3a Other gross rental income (loss)	3a
	b Expenses from other rental activities (attach stmt)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5 517,003.
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends	6b
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
	b Collectibles (28%) gain (loss)	9b
c Unrecaptured section 1231 gain (attach statement). SEE STATEMENT 1	9c 2,414,083.	
10 Net section 1231 gain (loss) (attach Form 4797)	10 37,589,217.	
11 Other income (loss) (see instructions) Type =	11	
Deductions	12 Section 179 deduction (attach Form 4562)	12
	13a Contributions	13a
	b Investment interest expense	13b
	c Section 512(c) expenses: (1) Type = (2) Amount =	13c (2)
d Other deductions (see instructions) Type =	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c
Credits	15a Low-income housing credit (section 420)(3)	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c
	d Other rental real estate credits (see instructions). Type =	15d
	e Other rental credits (see instructions). Type =	15e
	f Other credits (see instructions). Type =	15f
Foreign Transactions	16a Name of country or U.S. possession	16a
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category = e General category = f Other =	16d
	Deductions allocated and apportioned at partner level	
	g Interest expense = h Other =	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category = j General category = k Other =	16k
	l Total foreign taxes (check one): Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l
m Reduction in taxes available for credit (attach statement)	16m	
n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties - gross income	17d
	e Oil, gas, and geothermal properties - deductions	17e
	f Other AMT items (attach stmt)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c
	19a Distributions of cash and marketable securities	19a 14,831,139.
	b Distributions of other property	19b
20a Investment income	20a 517,003.	
b Investment expenses	20b	
c Other items and amounts (attach stmt)		

BAA

Form 1065 (2007)

CONFIDENTIAL

LVP005086

LVP15-00021 RICH00134

50028-0134 Case No.: A-16

RA 008708

Exhibit RWCO 011

RICH00135

50028-0135
Case No.: A-16

RA 008709

**Barnet Liberman
Loan Balances**

Interest Rate

Annual 6.1680000% (Compounded Monthly)
Daily 0.01689860%

<u>DATE</u>	<u>CHECK#</u>	<u>PAYABLE TO</u>	<u>AMOUNT</u>	<u>Balance</u>	<u>Days Outstanding</u>	<u>Computed Interest</u>	<u>Accrued Interest</u>
8/20/04		4937 Contribution /Signature	200,000.00	200,000.00	47	1,588.47	1,588.47
10/6/04	wire trans	Contribution/Signature	50,000.00	250,000.00	9	380.22	1,968.69
10/15/04	wire trans	Contribution/Signature	80,000.00	330,000.00	10	557.65	2,526.34
10/25/04	wire trans	National Title Comp, Lakes property	405,653.95	735,653.95	11	1,367.47	3,893.81
11/5/04	wire trans	Equity Title Of Nevada, Kreiger	75,000.00	810,653.95	0	-	3,893.81
11/5/04	wire trans	National Title Comp, Bonneville	410,000.00	1,220,653.95	0	-	3,893.81
11/5/04	wire trans	National Title Comp, Bonneville	75,000.00	1,295,653.95	3	656.84	4,550.65
11/8/04	wire trans	Cmmitm.Fee Heartland Bank	75,000.00	1,370,653.95	4	926.49	5,477.14
11/12/04	wire trans	National Title Comp. 112 Clark Ave	700,000.00	2,070,653.95	0	-	5,477.14
11/12/04	wire trans	National Title Comp. 112 Clark Ave	100,000.00	2,170,653.95	0	-	5,477.14
11/12/04	wire trans	National Title Comp. 112 Clark Ave	100,000.00	2,270,653.95	21	8,057.88	13,535.02
12/3/04	wire trans	Elanu, Katsky, Korins	17,827.48	2,288,481.43	6	2,320.33	15,855.35
12/9/04	wire trans	Contribution/Signature	225,000.00	2,513,481.43	8	3,397.95	19,253.30
12/17/04	wire trans	First American Title Company	105,000.00	2,618,481.43	7	3,097.41	22,350.71
12/24/04	wire trans	Contribution/Signature	25,000.00	2,643,481.43	10	4,467.11	26,817.82
1/3/05	wire trans	Signature	(600,000.00)	2,043,481.43	65	22,445.78	49,263.60
3/9/05	wire trans	Contribution/Signature	50,000.00	2,093,481.43	8	2,830.15	52,093.75
3/17/05		5187 Contribution/Signature	100,000.00	2,193,481.43	6	2,224.01	54,317.76
3/23/05	wire trans	Contribution/Signature	100,000.00	2,293,481.43	8	3,100.53	57,418.29
3/31/05	wire trans	Contribution/Signature	400,000.00	2,693,481.43	7	3,186.12	60,604.41
4/7/05	wire trans	Contribution/Signature	100,000.00	2,793,481.43	43	20,298.55	80,902.96
5/20/05	wire trans	Wire Transfer from LVL P	(400,000.00)	2,393,481.43	46	18,605.38	99,508.34
7/5/05	wire trans	Contribution/Signature	220,000.00	2,613,481.43	13	5,741.34	105,249.68
7/18/05	wire trans	CSC Sovereign, Title Co. ~	300,000.00	2,913,481.43	0	-	105,249.68
7/18/05	wire trans	Chicago Title	700,000.00	3,613,481.43	0	-	105,249.68
7/18/05		Reverse Ryder contribution	(1,000,000.00)	2,613,481.43	9	3,974.78	109,224.46
7/27/05	wire trans	Contribution/Signature	110,000.00	2,723,481.43	7	3,221.61	112,446.07
8/3/05	wire trans	Contribution/Signature	100,000.00	2,823,481.43	13	6,202.67	118,648.74
8/16/05	wire trans	Contribution/Signature	150,000.00	2,973,481.43	23	11,556.96	130,205.70
9/8/05	wire trans	Contribution/Signature	110,000.00	3,083,481.43	20	10,421.30	140,627.00

3/7/2009 9:55 AM

CONFIDENTIAL INFORMATION

1 of 3

SPZ000854

RICHD00136

**50028-0136
Case No.: A-16**

RA 008710

9/28/05		5408 Madona Design	13,660.00	3,097,141.43	13	6,803.86	147,430.86
10/11/05	wire trans	SFTI, JP Morgan Chase	167,156.01	3,264,297.44	6	3,309.72	150,740.58
10/17/05	wire trans	Land Title, Bank West of Nevada, Delv	25,000.00	3,289,297.44	0	-	150,740.58
10/17/05	wire trans	Contribution/Signature	15,000.00	3,304,297.44	0	-	150,740.58
10/17/05	wire trans	FirstAmerTitle/FirstAmerican Trust, Ap	60,000.00	3,364,297.44	7	3,979.63	154,720.21
10/24/05		5450 Madona Design	9,984.00	3,374,281.44	3	1,710.62	156,430.83
10/27/05	wire trans	National Title/LibertyBank, BlalockSFT	50,000.00	3,424,281.44	14	8,101.18	164,532.01
11/10/05		SFTI, JP Morgan Chase	490,254.00	3,914,535.44	5	3,307.51	167,839.52
11/15/05		Esanu, Katsky	(4,200.00)	3,910,335.44	3	1,982.38	169,821.90
11/18/05		5479 M.Mushkin, LV Country Club	20,000.00	3,930,335.44	21	13,947.60	183,769.50
12/9/05	wire trans	LVL-Signature#489, Istar dec2005intr	75,000.00	4,005,335.44	25	16,921.14	200,690.64
1/3/06	wire trans	Contribution/Signature	20,000.00	4,025,335.44	3	2,040.68	202,731.32
1/6/06	wire trans	Contribution/Signature	850,000.00	4,875,335.44	20	16,477.27	219,208.59
1/26/06	wire trans	Contribution/Signature	100,000.00	4,975,335.44	14	11,770.67	230,979.26
2/9/06	wire trans	Contribution/Signature	62,000.00	5,037,335.44	18	15,322.30	246,301.56
2/27/06		5611 Contribution/Signature	125,000.00	5,162,335.44	17	14,830.16	261,131.72
3/16/06	wire trans	Istar dec 2005 payment	25,000.00	5,187,335.44	5	4,382.94	265,514.66
3/21/06		5641 LVL-Signature loan pay-offContributic	1,000,000.00	6,187,335.44	7	7,319.01	272,833.67
3/28/06		5653 Contribution/Signature	250,000.00	6,437,335.44	38	41,337.14	314,170.81
5/5/06	wire trans	Contribution/Signature	400,000.00	6,837,335.44	10	11,554.14	325,724.95
5/15/06	wire trans	LVL-Beesley	420,000.00	7,257,335.44	2	2,452.78	328,177.73
5/17/06	wire trans	First American Title Company -Beesley	300,000.00	7,557,335.44	14	17,879.17	346,056.90
5/31/06	wire trans	LVL-Oregon.Book Store	75,000.00	7,632,335.44	12	15,477.09	361,533.99
6/12/06	wire trans	Istar, Direct Contribution	90,000.00	7,722,335.44	3	3,914.90	365,448.89
6/15/06	wire trans	Contribution/Signature	150,000.00	7,872,335.44	13	17,294.09	382,742.98
6/28/06	wire trans	Contribution/Signature	75,000.00	7,947,335.44	1	1,342.99	384,085.97
6/29/06	wire trans	Contribution/Signature	75,000.00	8,022,335.44	6	8,133.97	392,219.94
7/5/06	wire trans	Contribution/Signature	75,000.00	8,097,335.44	2	2,736.67	394,956.61
7/7/06	wire trans	Contribution/Signature	50,000.00	8,147,335.44	3	4,130.36	399,086.97
7/10/06	wire trans	~star,interest payment	28,573.11	8,175,908.55	14	19,342.60	418,429.57
7/24/06	wire trans	Contribution/Signature	900,000.00	9,075,908.55	25	38,342.54	456,772.11
8/18/06	wire trans	Contribution/Signature	75,000.00	9,150,908.55	12	18,556.51	475,328.62
8/30/06		5836 Contribution/Signature	200,000.00	9,350,908.55	16	25,282.76	500,611.38
9/15/06	wire trans	Contribution/Signature	50,000.00	9,400,908.55	3	4,765.87	505,377.25
9/18/06	wire trans	Contribution/Signature	50,000.00	9,450,908.55	1	1,597.07	506,974.32
9/19/06	wire trans	Contribution/Signature	250,000.00	9,700,908.55	14	22,950.45	529,924.77
10/3/06	wire trans	Contribution/Signature	35,000.00	9,735,908.55	7	11,516.63	541,441.40
10/10/06	wire trans	Istar, Direct Contribution	210,000.00	9,945,908.55	16	26,891.51	568,332.91

3/7/2009 9:55 AM

CONFIDENTIAL INFORMATION

2 of 3

SPZ000855

RICHO0137

50028-0137
Case No.: A-16

RA 008711

10/26/06	wire trans	wire Transfer from Signature	(1,000,000.00)	8,945,908.55	1	1,511.73	569,844.64
10/27/06	wire trans	Contribution/Signature	120,000.00	9,065,908.55	13	19,916.15	589,760.79
11/9/06	wire trans	wire Transfer from Signature	(180,000.00)	8,885,908.55	4	6,006.38	595,767.17
11/13/06	wire trans	wire Transfer from Signature	(85,000.00)	8,800,908.55	35	52,053.06	647,820.23
12/18/06	wire trans	wire Transfer from Signature	(200,000.00)	8,600,908.55	15	21,801.50	669,621.73
1/2/07		Contribution/Signature	80,000.00	8,680,908.55	17	24,938.18	694,559.91
1/19/07		6035 LvlpContribution/SignatureContribution	80,000.00	8,760,908.55	17	25,168.01	719,727.92
2/5/07		102 Contribution/Signature	150,000.00	8,910,908.55	21	31,622.19	751,350.11
2/26/07		6073 Contribution/Signature	15,000.00	8,925,908.55	4	6,033.41	757,383.52
3/2/07		6079 Advance to LVLP (RTC)	20,000.00	8,945,908.55	0	-	757,383.52
3/2/07		Reverse Advacnce	(20,000.00)	8,925,908.55	40	60,334.14	817,717.66
4/11/07		115 Contribution/Signature	240,000.00	9,165,908.55	0	-	817,717.66
4/11/07		112 Deposited in Ryder account and than t	100,000.00	9,265,908.55	0	-	817,717.66
4/11/07		Reverse Ryder contribution	(100,000.00)	9,165,908.55	21	32,527.11	850,244.77
5/2/07		Contribution /Signature	200,000.00	9,365,908.55	16	25,323.32	875,568.09
5/18/07	wire trans	Contribution/Signature	20,000.00	9,385,908.55	18	28,549.57	904,117.66
6/5/07	wire trans	Escrow for 625 S. 1st street	100,000.00	9,485,908.55	0	-	904,117.66
6/5/07	wire trans	Escrow for 625 S. 1st street	100,000.00	9,585,908.55	7	11,339.19	915,456.85
6/12/07	wire trans	wire Transfer from Signature	(25,000.00)	9,560,908.55	13	21,003.58	936,460.43
6/25/07	wire trans	Signature	(6,000,000.00)	3,560,908.55	8	4,813.95	941,274.38
7/3/07	wire trans	Signature	(782,643.10)	2,778,265.45	63	29,577.74	970,852.12
9/4/07			(2,929,765.00)	(151,499.55)	36	(921.65)	969,930.47
10/10/07		Signature	(650,000.00)	(801,499.55)	62	(8,397.42)	961,533.05
12/11/07		Signature	(150,000.00)	(951,499.55)	58	(9,325.83)	952,207.22
2/7/08		NEW LOAN	2,800,000.00	1,848,500.45	111	34,673.15	986,880.37
5/28/08		NEW LOAN	2,750.00	1,851,250.45	0	-	986,880.37
5/28/08		NEW LOAN	4,000.00	1,855,250.45	62	19,437.70	1,006,318.07
7/29/08		NEW LOAN	13,000.00	1,868,250.45	3	947.12	1,007,265.19
8/1/08		Distribution	(13,000.00)	1,855,250.45	47	14,735.03	1,022,000.22
9/17/08		Distribution	(25,000.00)	1,830,250.45	23	7,113.59	1,029,113.81
10/10/08		Distribution	(15,000.00)	1,815,250.45	17	5,214.78	1,034,328.59
10/27/08		Distribution	(32,000.00)	1,783,250.45	0	-	1,034,328.59
10/27/08		Distribution	(13,000.00)	1,770,250.45	35	10,470.16	1,044,798.75
12/1/08		NEW LOAN	13,750.00	1,784,000.45	35	10,551.49	1,055,350.24
1/5/09		NEW LOAN	25,000.00	1,809,000.45	28	8,559.48	1,063,909.72
2/2/09		NEW LOAN	15,000.00	1,824,000.45	25	7,705.76	1,071,615.48
2/27/09							

RICHO0138

3/7/2009 9:55 AM

CONFIDENTIAL INFORMATION

3of3

SPZ000856

50028-0138
Case No.: A-16

RA 008712

David Mitchell
Loan Balances

Interest Rate
Annual 6.1680000% (Compounded Monthly)
Daily 0.01689860%

	<u>Date</u>	<u>AMOUNT</u>	<u>Balance</u>	<u>Days Outstanding</u>	<u>Computed Interest</u>	<u>Accrued Interest</u>
1.Judges-1031 Exchange	8/25/04 1.Judges purch	229,638.69	229,638.69	43	1,668.65	1,668.65
3. Kreiger	10/7/04 Commerce Bank-4225	25,000.00	254,638.69	5	215.15	1,883.80
Contribution	10/12/04 Commerce Bank-4225	9,000.00	263,638.69	6	267.31	2,151.11
2.Lakes	10/18/04 Commerce Bank-4225	50,000.00	313,638.69	0	-	2,151.11
Contribution	10/18/04 Commerce Bank-4225	1,000.00	314,638.69	10	531.70	2,682.81
2.Lakes-1031 Exchange	10/28/04 2.Lakes purch	1,196,817.74	1,511,456.43	11	2,809.56	5,492.37
Contribution	11/8/04 Commerce Bank-4225	5,000.00	1,516,456.43	2	512.52	6,004.89
3. Kreiger	11/10/04 Commerce Bank-4225	50,000.00	1,566,456.43	5	1,323.55	7,328.44
5.Doctors	11/15/04 Commerce Bank-4225	280,000.00	1,846,456.43	1	312.03	7,640.47
5.Doctors	11/16/04 Commerce Bank-4225	14,000.00	1,860,456.43	6	1,886.35	9,526.82
Contribution	11/22/04 Commerce Bank-4225	8,000.00	1,868,456.43	14	4,420.40	13,947.22
Contribution	12/6/04 Commerce Bank-4225	8,000.00	1,876,456.43	3	951.28	14,898.50
Contribution	12/9/04 Commerce Bank-4225	30,000.00	1,906,456.43	5	1,610.82	16,509.32
Contribution	12/14/04 Commerce Bank-4225	24,000.00	1,930,456.43	7	2,283.54	18,792.86
Contribution	12/21/04 Commerce Bank-4225	6,000.00	1,936,456.43	17	5,562.98	24,355.84
Contribution	1/7/05 Checking - Sig Line a/c 071	2,500.00	1,938,956.43	46	15,072.20	39,428.04
Contribution	2/22/05 Checking - Sig Line a/c 071	13,220.00	1,952,176.43	17	5,608.14	45,036.18
Contribution	3/11/05 Commerce Bank-4225	20,000.00	1,972,176.43	24	7,998.48	53,034.66
Contribution	4/4/05 Checking - Sig Line a/c 071	50,000.00	2,022,176.43	9	3,075.48	56,110.14
Contribution	4/13/05 Signature 1500570489	25,000.00	2,047,176.43	37	12,799.93	68,910.07
Draw	5/20/05 Signature 1500570489	(200,000.00)	1,847,176.43	11	3,433.62	72,343.69
Draw	5/31/05 David Mitchell - Distribution	42,766.74	1,889,943.17	9	2,874.37	75,218.06
Contribution	6/9/05 Signature 1500570489	2,000.00	1,891,943.17	14	4,475.97	79,694.03
Contribution	6/23/05 Signature 1500570489	50,000.00	1,941,943.17	5	1,640.81	81,334.84
Contribution	6/28/05 Signature 1500570489	36,000.00	1,977,943.17	1	334.24	81,669.08
Contribution	6/29/05 Checking - Sig Line a/c 071	20,000.00	1,997,943.17	0	-	81,669.08
Draw	6/29/05 Checking - Sig Line a/c 071	(20,000.00)	1,977,943.17	6	2,005.47	83,674.55
Contribution	7/5/05 Signature 1500570489	50,000.00	2,027,943.17	1	342.69	84,017.24
Contribution	7/6/05 Checking - Sig Line a/c 071	24,000.00	2,051,943.17	0	-	84,017.24
Draw	7/6/05 Signature 1500570489	(24,000.00)	2,027,943.17	0	-	84,017.24
Draw	7/6/05 Signature 1500570489	(50,000.00)	1,977,943.17	2	668.49	84,685.73

RICHO0139

CONFIDENTIAL INFORMATION

1 of 3

SPZ000857

50028-0139
Case No.: A-16

RA 008713

David Mitchell
Loan Balances

Interest Rate
Annual 6.1680000% (Compounded Monthly)
Daily 0.01689860%

	<u>Date</u>	<u>AMOUNT</u>	<u>Balance</u>	<u>Days Outstanding</u>	<u>Computed Interest</u>	<u>Accrued Interest</u>
Contribution	7/8/05 Signature 1500570489	395.00	1,978,338.17	26	8,692.10	93,377.83
Contribution	8/3/05 Signature 1500570489	150,000.00	2,128,338.17	13	4,675.57	98,053.40
Contribution	8/16/05 Signature 1500570489	10,000.00	2,138,338.17	6	2,168.10	100,221.50
Contribution	8/22/05 Signature 1500570489	3,000.00	2,141,338.17	18	6,513.41	106,734.91
Contribution Mitchell Bros	9/9/05 Signature 1500570489	5,000.00	2,146,338.17	20	7,254.02	113,988.93
Contribution	9/29/05 Signature 1500570489	(60,000.00)	2,086,338.17	50	17,628.10	131,617.03
Draw	11/18/05 Signature 1500570489	(47,000.00)	2,039,338.17	4	1,378.48	132,995.51
Contribution	11/22/05 Signature 1500570489	50,000.00	2,089,338.17	1	353.07	133,348.58
Contribution	11/23/05 Signature 1500570489	587.00	2,089,925.17	13	4,591.19	137,939.77
Draw	12/6/05 Signature 1500570489	(6,500.00)	2,083,425.17	0	-	137,939.77
Draw	12/6/05 Accounts Payable	(1,848.22)	2,081,576.95	56	19,698.41	157,638.18
Contribution	1/31/06 Signature 1500570489	900,000.00	2,981,576.95	1	503.84	158,142.02
Contribution	2/1/06 Signature 1500570489	20,000.00	3,001,576.95	0	-	158,142.02
Capital DM - Other	2/1/06 Checking - Sig Line a/c 071	30,000.00	3,031,576.95	29	14,856.53	172,998.55
Contribution	3/2/06 Signature 1500570489	300.00	3,031,876.95	76	38,938.20	211,936.75
Capital DM - Other	5/17/06 Signature 1500570489	75,000.00	3,106,876.95	69	36,226.29	248,163.04
Contribution	7/25/06 Signature 1500570489	50,500.00	3,157,376.95	7	3,734.87	251,897.91
Contribution	8/1/06 Signature 1500570489	50,000.00	3,207,376.95	2	1,084.00	252,981.91
Draw	8/3/06 Signature 1500570489	(200,000.00)	3,007,376.95	7	3,557.43	256,539.34
Contribution	8/10/06 Signature 1500570489	200,000.00	3,207,376.95	55	29,810.10	286,349.44
Contribution	10/4/06 Signature 1500570489	1,769.98	3,209,146.93	21	11,388.32	297,737.76
Draw	10/25/06 Signature 1500570489	(160,000.00)	3,049,146.93	15	7,728.95	305,466.71
Draw	11/9/06 Signature 1500570489	(220,000.00)	2,829,146.93	35	16,733.02	322,199.73
Draw	12/14/06 Checking - Sig Line a/c 071	(780,000.00)	2,049,146.93	1	346.28	322,546.01
Draw	12/15/06 Checking - Sig Line a/c 071	(780,000.00)	1,269,146.93	3	643.40	323,189.41
Capital DM - Other	12/18/06 Checking - Sig Line a/c 071	700,000.00	1,969,146.93	15	4,991.37	328,180.78
Contribution	1/2/07 Signature 1500570489	100,000.00	2,069,146.93	7	2,447.60	330,628.38
Draw	1/9/07 Signature 1500570489	(25,000.00)	2,044,146.93	167	57,687.18	388,315.56
Draw	6/25/07 Signature 1500570489	(3,000,000.00)	(955,853.07)	8	(1,292.21)	387,023.35
Draw	7/3/07 Signature 1500570489	(313,730.90)	(1,269,583.97)	63	(13,516.14)	373,507.21
Draw	9/4/07 Signature 1500570489	(130,000.00)	(1,399,583.97)	3	(709.53)	372,797.68

RICHO0140

CONFIDENTIAL INFORMATION

**David Mitchell
Loan Balances**

Interest Rate
Annual **6.1680000% (Compounded Monthly)**
Daily **0.01689860%**

	<u>Date</u>	<u>AMOUNT</u>	<u>Balance</u>	<u>Days Outstanding</u>	<u>Computed Interest</u>	<u>Accrued Interest</u>
Draw	9/7/07 Signature 1500570489	(25,000.00)	(1,424,583.97)	33	(7,944.25)	364,853.43
Draw	10/10/07 Signature 1500570489	(650,000.00)	(2,074,583.97)	62	(21,735.69)	343,117.74
Draw	12/11/07 Signature 1500570489	(150,000.00)	(2,224,583.97)	154	(57,892.23)	285,225.51
Loan	5/13/08	5,000.00	(2,219,583.97)	1	(375.08)	284,850.43
Loan	5/14/08	15,000.00	(2,204,583.97)	0	-	284,850.43
Draw	5/14/08	(15,000.00)	(2,219,583.97)	7	(2,625.55)	282,224.88
Loan	5/21/08	3,000.00	(2,216,583.97)	19	(7,116.86)	275,108.02
Draw	6/9/08	(1,500.00)	(2,218,083.97)	53	(19,865.73)	255,242.29
Loan	8/1/08	13,000.00	(2,205,083.97)	0	-	255,242.29
Draw	8/1/08	(13,000.00)	(2,218,083.97)	47	(17,616.78)	237,625.51
Draw	9/17/08	(25,000.00)	(2,243,083.97)	11	(4,169.55)	233,455.96
Draw	9/28/08	(15,000.00)	(2,258,083.97)	20	(7,631.69)	225,824.27
Draw	10/18/08	(32,000.00)	(2,290,083.97)	6	(2,321.95)	223,502.32
Draw	10/24/08	(13,000.00)	(2,303,083.97)	38	(14,789.18)	208,713.14
Loan	12/1/08	13,750.00	(2,289,333.97)	29	(11,219.10)	197,494.04
Loan	12/30/08 Oehler	25,000.00	(2,264,333.97)	41	(15,688.27)	181,805.77
Draw	2/9/09	(13,000.00)	(2,277,333.97)	18	(6,927.08)	174,878.69
	2/27/09		(2,277,333.97)			

RICHO0141

CONFIDENTIAL INFORMATION

3 of 3
SPZ000859

50028-0141
Case No.: A-16

RA 008715

LVLV Holdings

Barnet Liberman

Contributions to (Distributions from) Capital

<u>DATE</u>	<u>PAYABLE TO</u>	<u>AMOUNT</u>	<u>Annual Total</u>
8/20/04	Contribution /Signature	200,000.00	
10/6/04	Contribution/Signature	50,000.00	
10/15/04	Contribution/Signature	80,000.00	
10/25/04	National Title Comp, Lakes property	405,653.95	
11/5/04	Equity Title Of Nevada, Kreiger	75,000.00	
11/5/04	National Title Comp, Bonneville	410,000.00	
11/5/04	National Title Comp, Bonneville	75,000.00	
11/8/04	Cmmitm.Fee Heartland Bank	75,000.00	
11/12/04	National Title Comp. 112 Clark Ave	700,000.00	
11/12/04	National Title Comp. 112 Clark Ave	100,000.00	
11/12/04	National Title Comp. 112 Clark Ave	100,000.00	
12/3/04	Elanu, Katsky, Korins	17,827.48	
12/9/04	Contribution/Signature	225,000.00	
12/17/04	First American Title Company	105,000.00	
12/24/04	Contribution/Signature	25,000.00	2,643,481.43
1/3/05	Signature	(600,000.00)	
3/9/05	Contribution/Signature	50,000.00	
3/17/05	Contribution/Signature	100,000.00	
3/23/05	Contribution/Signature	100,000.00	
3/31/05	Contribution/Signature	400,000.00	
4/7/05	Contribution/Signature	100,000.00	
5/20/05	Wire Transfer from LVLV	(400,000.00)	
7/5/05	Contribution/Signature	220,000.00	
7/18/05	CSC Sovereign, Title Co. ~	300,000.00	
7/18/05	Chicago Title	700,000.00	
7/18/05	Reverse Ryder contribution	(1,000,000.00)	
7/27/05	Contribution/Signature	110,000.00	
8/3/05	Contribution/Signature	100,000.00	
8/16/05	Contribution/Signature	150,000.00	
9/8/05	Contribution/Signature	110,000.00	
9/28/05	Madona Design	13,660.00	
10/11/05	SFTI, JP Morgan Chase	167,156.01	
10/17/05	Land Title, Bank West of Nevada, Delvii	25,000.00	
10/17/05	Contribution/Signature	15,000.00	
10/17/05	FirstAmerTitle/FirstAmerican Trust, Apr	60,000.00	
10/24/05	Madona Design	9,984.00	
10/27/05	National Title/LibertyBank, BlalockSFTI	50,000.00	
11/10/05	SFTI, JP Morgan Chase	490,254.00	
11/15/05	Esanu, Katsky	(4,200.00)	
11/18/05	M.Mushkin, LV Country Club	20,000.00	
12/9/05	LVLV-Signature#489, Istar dec2005int	75,000.00	1,361,854.01
1/3/06	Contribution/Signature	20,000.00	
1/6/06	Contribution/Signature	850,000.00	
1/26/06	Contribution/Signature	100,000.00	
2/9/06	Contribution/Signature	62,000.00	
2/27/06	Contribution/Signature	125,000.00	
3/16/06	Istar dec 2005 payment	25,000.00	
3/21/06	LVLV-Signature loan pay-offContributic	1,000,000.00	

CONFIDENTIAL INFORMATION

SPZ000861

RICH00142

50028-0142
Case No.: A-16

RA 008716

3/28/06	Contribution/Signature	250,000.00	
5/5/06	Contribution/Signature	400,000.00	
5/15/06	LVL P-Beesley	420,000.00	
5/17/06	First American Title Company -Beesley	300,000.00	
5/31/06	LVL P-Oregon.Book Store	75,000.00	
6/12/06	Istar, Direct Contribution	90,000.00	
6/15/06	Contribution/Signature	150,000.00	
6/28/06	Contribution/Signature	75,000.00	
6/29/06	Contribution/Signature	75,000.00	
7/5/06	Contribution/Signature	75,000.00	
7/7/06	Contribution/Signature	50,000.00	
7/10/06	~star, interest payment	28,573.11	
7/24/06	Contribution/Signature	900,000.00	
8/18/06	Contribution/Signature	75,000.00	
8/30/06	Contribution/Signature	200,000.00	
9/15/06	Contribution/Signature	50,000.00	
9/18/06	Contribution/Signature	50,000.00	
9/19/06	Contribution/Signature	250,000.00	
10/3/06	Contribution/Signature	35,000.00	
10/10/06	Istar, Direct Contribution	210,000.00	
10/26/06	wire Transfer from Signature	(1,000,000.00)	
10/27/06	Contribution/Signature	120,000.00	
11/9/06	wire Transfer from Signature	(180,000.00)	
11/13/06	wire Transfer from Signature	(85,000.00)	
12/18/06	wire Transfer from Signature	(200,000.00)	4,595,573.11
1/2/07	Contribution/Signature	80,000.00	
1/19/07	LvlpContribution/SignatureContribution	80,000.00	
2/5/07	Contribution/Signature	150,000.00	
2/26/07	Contribution/Signature	15,000.00	
3/2/07	Advance to LVL P (RTC)	20,000.00	
3/2/07	Reverse Advacnce	(20,000.00)	
4/11/07	Contribution/Signature	240,000.00	
4/11/07	Deposited in Ryder account and than ti	100,000.00	
4/11/07	Reverse Ryder contribution	(100,000.00)	
5/2/07	Contribution /Signature	200,000.00	
5/18/07	Contribution/Signature	20,000.00	
6/5/07	Escrow for 625 S. 1st street	100,000.00	
6/5/07	Escrow for 625 S. 1st street	100,000.00	
6/12/07	wire Transfer from Signature	(25,000.00)	
6/25/07	Signature	(6,000,000.00)	
7/3/07	Signature	(782,643.10)	
9/4/07		(2,929,765.00)	
10/10/07	Signature	(650,000.00)	
12/11/07	Signature	(150,000.00)	(9,552,408.10)
2/7/08	NEW LOAN	2,800,000.00	
5/28/08	NEW LOAN	2,750.00	
5/28/08	NEW LOAN	4,000.00	
7/29/08	NEW LOAN	13,000.00	
8/1/08	Distribution	(13,000.00)	
9/17/08	Distribution	(25,000.00)	
10/10/08	Distribution	(15,000.00)	
10/27/08	Distribution	(32,000.00)	
10/27/08	Distribution	(13,000.00)	
12/1/08	NEW LOAN	13,750.00	2,735,500.00

CONFIDENTIAL INFORMATION

SPZ000862

RICH00143

50028-0143
Case No.: A-16

RA 008717

1/5/09 NEW LOAN	25,000.00	
2/2/09 NEW LOAN	15,000.00	
03/02/09	13,000.00	
03/09/09	20,000.00	
03/18/09	6,500.00	
04/06/09	28,000.00	
05/07/09	20,000.00	
05/22/09	15,500.00	
06/05/09	25,500.00	
06/10/09	(7,000.00)	
06/22/09	6,500.00	
07/09/09	29,000.00	
07/17/09	12,500.00	
07/29/09	21,895.12	
08/20/09	9,500.00	
09/10/09	19,500.00	
09/23/09	6,500.00	
10/05/09	60,885.56	
10/28/09	7,000.00	
11/06/09	8,180.36	
11/19/09	19,500.00	
12/03/09	7,916.67	
12/11/09	10,000.00	
12/15/09	16,942.86	
12/18/09	2,000.00	
12/24/09	13,000.00	412,320.57
1/11/10	50,000.00	
1/6/10	8,180.55	
1/13/10	12,500.00	
2/3/10	8,500.00	
2/8/10	10,000.00	
2/16/10	13,000.00	
3/19/10	5,000.00	
3/23/10	25,000.00	
3/24/10	5,000.00	
3/26/10	12,500.00	
6/23/10	5,000.00	
7/6/10	5,000.00	
7/6/10	5,000.00	
7/16/10	5,000.00	
7/27/10	10,000.00	
8/6/10	5,000.00	
8/25/10	25,000.00	
9/1/10	(250,000.00)	
9/14/10	100,000.00	
9/22/10	10,656.25	
11/3/10	10,869.38	81,206.18
4/18/11	125,000.00	
5/26/11	2,000.00	
7/25/11	4,000.00	
7/29/11	7,000.00	
9/15/11	1,800.00	
4/1/11 paid VNB loan direct	210,656.25	
12/1/11 paid VNB loan direct	5,000.00	355,456.25

CONFIDENTIAL INFORMATION

SPZ000863

RICH00144

50028-0144
Case No.: A-16

RA 008718

1/3/12	(4,700.00)	(4,700.00)
12/1/13 signature payments	23,444.00	23,444.00
	<u>2,651,727.45</u>	<u>2,651,727.45</u>

CONFIDENTIAL INFORMATION

SPZ000864

RICH00145

50028-0145
Case No.: A-16

RA 008719

LVLP Holdings

David Mitchell

Contributions to (Distributions from) Capital

<u>Date</u>	<u>AMOUNT</u>	<u>Annual Total</u>
8/25/04 1.Judges purch	229,638.69	
10/7/04 Commerce Bank-4225	25,000.00	
10/12/04 Commerce Bank-4225	9,000.00	
10/18/04 Commerce Bank-4225	50,000.00	
10/18/04 Commerce Bank-4225	1,000.00	
10/28/04 2.Lakes purch	1,196,817.74	
11/8/04 Commerce Bank-4225	5,000.00	
11/10/04 Commerce Bank-4225	50,000.00	
11/15/04 Commerce Bank-4225	280,000.00	
11/16/04 Commerce Bank-4225	14,000.00	
11/22/04 Commerce Bank-4225	8,000.00	
12/6/04 Commerce Bank-4225	8,000.00	
12/9/04 Commerce Bank-4225	30,000.00	
12/14/04 Commerce Bank-4225	24,000.00	
12/21/04 Commerce Bank-4225	6,000.00	1,936,456.43
1/7/05 Checking - Sig Line a/c 071	2,500.00	
2/22/05 Checking - Sig Line a/c 071	13,220.00	
3/11/05 Commerce Bank-4225	20,000.00	
4/4/05 Checking - Sig Line a/c 071	50,000.00	
4/13/05 Signature 1500570489	25,000.00	
5/20/05 Signature 1500570489	(200,000.00)	
5/31/05 David Mitchell - Distribution	42,766.74	
6/9/05 Signature 1500570489	2,000.00	
6/23/05 Signature 1500570489	50,000.00	
6/28/05 Signature 1500570489	36,000.00	
6/29/05 Checking - Sig Line a/c 071	20,000.00	
6/29/05 Checking - Sig Line a/c 071	(20,000.00)	
7/5/05 Signature 1500570489	50,000.00	
7/6/05 Checking - Sig Line a/c 071	24,000.00	
7/6/05 Signature 1500570489	(24,000.00)	
7/6/05 Signature 1500570489	(50,000.00)	
7/8/05 Signature 1500570489	395.00	
8/3/05 Signature 1500570489	150,000.00	
8/16/05 Signature 1500570489	10,000.00	
8/22/05 Signature 1500570489	3,000.00	
9/9/05 Signature 1500570489	5,000.00	
9/29/05 Signature 1500570489	(60,000.00)	
11/18/05 Signature 1500570489	(47,000.00)	
11/22/05 Signature 1500570489	50,000.00	
11/23/05 Signature 1500570489	587.00	
12/6/05 Signature 1500570489	(6,500.00)	
12/6/05 Accounts Payable	(1,848.22)	145,120.52
1/31/06 Signature 1500570489	900,000.00	
2/1/06 Signature 1500570489	20,000.00	
2/1/06 Checking - Sig Line a/c 071	30,000.00	
3/2/06 Signature 1500570489	300.00	
5/17/06 Signature 1500570489	75,000.00	

CONFIDENTIAL INFORMATION

SPZ000865

RICH00146

50028-0146
Case No.: A-16

RA 008720

7/25/06	Signature 1500570489	50,500.00	
8/1/06	Signature 1500570489	50,000.00	
8/3/06	Signature 1500570489	(200,000.00)	
8/10/06	Signature 1500570489	200,000.00	
10/4/06	Signature 1500570489	1,769.98	
10/25/06	Signature 1500570489	(160,000.00)	
11/9/06	Signature 1500570489	(220,000.00)	
12/14/06	Checking - Sig Line a/c 071	(780,000.00)	
12/15/06	Checking - Sig Line a/c 071	(780,000.00)	
12/18/06	Checking - Sig Line a/c 071	700,000.00	(112,430.02)
1/2/07	Signature 1500570489	100,000.00	
1/9/07	Signature 1500570489	(25,000.00)	
6/25/07	Signature 1500570489	(3,000,000.00)	
7/3/07	Signature 1500570489	(313,730.90)	
9/4/07	Signature 1500570489	(130,000.00)	
9/7/07	Signature 1500570489	(25,000.00)	
10/10/07	Signature 1500570489	(650,000.00)	
12/11/07	Signature 1500570489	(150,000.00)	(4,193,730.90)
5/13/08		5,000.00	
5/14/08		15,000.00	
5/14/08		(15,000.00)	
5/21/08		3,000.00	
6/9/08		(1,500.00)	
8/1/08		13,000.00	
8/1/08		(13,000.00)	
9/17/08		(25,000.00)	
9/28/08		(15,000.00)	
10/18/08		(32,000.00)	
10/24/08		(13,000.00)	
12/1/08		13,750.00	
12/30/08	Oehler	25,000.00	(39,750.00)
2/9/09		(13,000.00)	
2/27/09	repaid	13,000.00	
06/10/09		(5,500.00)	
07/31/09		10,000.00	
09/11/09		667.00	
12/11/09		10,000.00	
10/30/09		500.00	15,667.00
1/11/10		50,000.00	
2/3/10		8,500.00	
3/11/10		11,500.00	
3/19/10		55,000.00	
3/26/10		10,000.00	
4/2/10		4,000.00	
5/4/10		29,000.00	
5/11/10		10,000.00	
6/2/10		30,000.00	
6/7/10		10,000.00	
6/25/10		10,000.00	
6/28/10		8,000.00	
7/2/10		8,000.00	
7/7/10		10,000.00	
7/8/10		1,000.00	
7/9/10		10,000.00	

CONFIDENTIAL INFORMATION

SPZ000866

RICH00147

50028-0147
Case No.: A-16

RA 008721

7/19/10	5,000.00	
8/2/10	10,000.00	
8/5/10	3,000.00	
8/16/10	5,000.00	
8/20/10	31,000.00	
8/27/10	4,000.00	
9/22/10	10,000.00	
10/4/10	3,000.00	
11/2/10	1,000.00	
11/15/10	10,000.00	
11/29/10	10,000.00	
12/3/10	3,000.00	360,000.00
1/20/11	7,000.00	
2/18/11	7,000.00	
2/25/11	3,000.00	
3/17/11	60,000.00	
3/21/11	60,000.00	
3/23/11	20,000.00	
3/25/11	21,000.00	
4/25/11	130,000.00	
5/26/11	3,000.00	
5/27/11	6,000.00	
6/7/11	5,000.00	
6/16/11	10,000.00	
8/1/11	5,000.00	
9/15/11	7,500.00	
9/23/11	15,000.00	
9/28/11	19,000.00	
10/6/11	9,881.25	
11/8/11	15,000.00	
12/1/11 Paid VNB Loan	9,562.50	
12/3/11	1,000.00	
12/21/11	1,400.00	
12/21/11	100.00	
12/31/11 adj for bank charges paid	85.00	415,528.75
2/16/12	5,641.41	
4/6/12	(1,249.86)	
6/21/12	5,000.00	
6/25/12	4,622.28	
7/16/12	200,000.00	
7/20/12	4,952.54	
8/28/12	50,000.00	
9/7/12	5,300.00	
9/24/12	5,300.00	
10/25/12	338.00	
10/29/12	5,300.00	
11/2/2012	4,522.28	
11/30/12	5,300.00	
12/3/12	4,376.40	
12/6/12	11,500.00	
12/13/12	8,240.00	
12/31/12	4,376.40	323,519.45
1/9/13	1,644.86	
1/18/13	5,750.00	

CONFIDENTIAL INFORMATION

SPZ000867

RICH00148

50028-0148
Case No.: A-16

RA 008722

1/28/2013	4,522.28	
2/4/2013	2,200.00	
2/8/13	1,833.11	
2/21/2013	10,487.28	
3/28/13	15,050.00	
4/2/13	4,084.64	
4/4/13	1,833.10	
4/12/2013	18,639.97	
4/24/2013	50,000.00	
5/6/2013	1,773.98	
5/6/2013	10,000.00	
5/20/2013	10,284.40	
5/28/2013	5,000.00	
6/11/2013	6,709.06	
7/9/13	1,773.98	
7/12/13	19,044.73	
8/14/13	850.00	
8/16/13	250,000.00	
8/16/13	1,833.11	
8/16/13	4,285.44	
8/16/13	4,285.44	
8/16/13	2,000.00	
8/27/13	10,000.00	
8/28/13	568.00	
9/3/13	20,596.75	
9/10/13	9,847.92	
9/12/13	918.17	
9/30/13	50,000.00	
9/30/13	9.10	
10/2/13	888.56	
10/10/13	13,174.61	
10/11/13	4,984.64	
11/13/13	36,865.20	
11/19/13	918.18	
12/5/13	23,905.75	
12/6/13	24,567.53	
12/19/13	50,000.00	681,129.79
	<u>(468,488.98)</u>	<u>(468,488.98)</u>

CONFIDENTIAL INFORMATION _____

SPZ000868

RICH00149

50028-0149
Case No.: A-16

RA 008723

Exhibit RWCO 012

RICH00150

50028-0150
Case No.: A-16

RA 008724

David Mitchell - Amounts Paid			
	Date	Amount	Balance
Paid	12/1/08	13,750.00	13,750.00
Paid	12/30/08	25,000.00	38,750.00
Paid	2/17/09	13,000.00	51,750.00
Paid	6/24/09	1,000,000.00	1,051,750.00
Paid	7/31/09	10,000.00	1,061,750.00
Paid	9/11/09	667.00	1,062,417.00
Paid	10/30/09	500.00	1,062,917.00
Paid	12/11/09	10,000.00	1,072,917.00
Paid	1/11/10	50,000.00	1,122,917.00
Paid	2/3/10	8,500.00	1,131,417.00
Paid	3/11/10	11,500.00	1,142,917.00
Paid	3/19/10	55,000.00	1,197,917.00
Paid	3/26/10	10,000.00	1,207,917.00
Paid	4/2/10	4,000.00	1,211,917.00
Paid	5/4/10	29,000.00	1,240,917.00
Paid	5/11/10	10,000.00	1,250,917.00
Paid	6/2/10	30,000.00	1,280,917.00
Paid	6/7/10	10,000.00	1,290,917.00
Paid	6/25/10	10,000.00	1,300,917.00
Paid	6/28/10	8,000.00	1,308,917.00
Paid	7/2/10	8,000.00	1,316,917.00
Paid	7/7/10	10,000.00	1,326,917.00
Paid	7/8/10	1,000.00	1,327,917.00
Paid	7/9/10	10,000.00	1,337,917.00
Paid	7/19/10	5,000.00	1,342,917.00
Paid	8/2/10	10,000.00	1,352,917.00
Paid	8/5/10	3,000.00	1,355,917.00
Paid	8/16/10	5,000.00	1,360,917.00
Paid	8/20/10	31,000.00	1,391,917.00
Paid	8/27/10	4,000.00	1,395,917.00
Paid	9/22/10	10,000.00	1,405,917.00
Paid	9/28/10	1,000.00	1,406,917.00
Paid	10/4/10	8,750.00	1,415,667.00
Paid	11/1/10	500.00	1,416,167.00
Paid	11/1/10	8,000.00	1,424,167.00
Paid	11/2/10	1,041.67	1,425,208.67
Paid	11/15/10	10,000.00	1,435,208.67
Paid	11/29/10	226.00	1,435,434.67
Paid	11/29/10	10,000.00	1,445,434.67
Paid	12/3/10	8,200.00	1,453,634.67
Paid	12/29/10	2,000.00	1,455,634.67
Paid	1/20/11	10,656.25	1,466,290.92
Paid	1/21/11	25.00	1,466,315.92
Paid	1/31/11	201.00	1,466,516.92
Paid	1/31/11	250,000.00	1,716,516.92
Paid	2/2/11	5,557.29	1,722,074.21
Paid	2/18/11	673.50	1,722,747.71
Paid	2/18/11	8,800.00	1,731,547.71
Paid	2/24/11	500.00	1,732,047.71
Paid	2/25/11	11,000.00	1,743,047.71
Paid	3/17/11	60,000.00	1,803,047.71
Paid	3/21/11	25.00	1,803,072.71
Paid	3/21/11	9,625.00	1,812,697.71
Paid	3/21/11	50,000.00	1,862,697.71

Paid	3/22/11	20,000.00	1,882,697.71				
Paid	3/25/11	1,000.00	1,883,697.71				
Paid	3/25/11	21,088.54	1,904,786.25				
Paid	4/25/11	130,614.59	2,035,400.84				
Paid	5/2/11	2,000.00	2,037,400.84				
Paid	5/4/11	4,375.00	2,041,775.84				
Paid	5/25/11	1,000.00	2,042,775.84				
Paid	5/25/11	11,000.00	2,053,775.84				
Paid	5/27/11	25.00	2,053,800.84				
Paid	6/2/11	10,000.00	2,063,800.84				
Paid	6/7/11	2,520.83	2,066,321.67				
Paid	6/8/11	5,667.38	2,072,189.05				
Paid	6/15/11	3,000.00	2,075,189.05				
Paid	6/16/11	9,831.25	2,085,020.30				
Paid	6/27/11	500.00	2,085,520.30				
Paid	7/12/11	420.00	2,085,940.30				
Paid	7/12/11	420.00	2,086,360.30				
Paid	7/12/11	2,832.15	2,089,192.45				
Paid	7/20/11	1,008.00	2,090,200.45				
Paid	7/20/11	1,008.00	2,091,208.45				
Paid	7/22/11	300.00	2,091,508.45				
Paid	8/2/11	18,562.50	2,110,070.95				
Paid	8/23/11	250.00	2,110,320.95				
Paid	8/29/11	25.00	2,110,345.95				
Paid	8/29/11	9,881.25	2,120,227.20				
Paid	9/15/11	7,500.00	2,127,727.20				
Paid	9/23/11	15,000.00	2,142,727.20				
Paid	9/27/11	1,000.00	2,143,727.20				
Paid	9/28/11	28,000.00	2,171,727.20				
Paid	10/6/11	9,881.25	2,181,608.45				
Paid	10/18/11	600.00	2,182,208.45				
Paid	10/28/11	500.00	2,182,708.45				
Paid	11/2/11	4,312.50	2,187,020.95				
Paid	11/8/11	20,000.00	2,207,020.95				
Paid	11/28/11	300.00	2,207,320.95				
Paid	11/28/11	3,000.00	2,210,320.95				
Paid	12/2/11	5,000.00	2,215,320.95				
Paid	12/3/11	4,375.00	2,219,695.95				
Paid	12/5/11	25.00	2,219,720.95				
Paid	12/22/11	188.00	2,219,908.95				
Paid	1/3/12	4,700.00	2,224,608.95				
Paid	1/9/12	1,400.00	2,226,008.95				
Paid	1/10/12	197.00	2,226,205.95				
Paid	1/13/12	5,000.00	2,231,205.95				
Paid	1/18/12	1,000.00	2,232,205.95				
Paid	1/18/12	11,000.00	2,243,205.95				
Paid	2/10/12	9,881.25	2,253,087.20				
Paid	2/15/12	50,000.00	2,303,087.20				
Paid	2/16/12	6,710.00	2,309,797.20				
Paid	2/21/12	10,000.00	2,319,797.20				
Paid	3/14/12	3,262.05	2,323,059.25				
Paid	3/16/12	6,000.00	2,329,059.25				
Paid	3/28/12	233.00	2,329,292.25				
Paid	4/2/12	500.00	2,329,792.25				
Paid	4/6/12	1,249.86	2,331,042.11				
Paid	4/7/12	3,262.05	2,334,304.16				
Paid	4/18/12	438.11	2,334,742.27				
Paid	4/25/12	304.00	2,335,046.27				
Paid	5/2/12	2,977.27	2,338,023.54				
Paid	5/3/12	1,975.27	2,339,998.81				
Paid	5/21/12	4,376.40	2,344,375.21				
Paid	5/28/12	311.00	2,344,686.21				

Paid	6/6/12	5,117.62	2,349,803.63				
Paid	6/28/12	4,522.28	2,354,326.11				
Paid	7/2/12	5,000.00	2,359,326.11				
Paid	7/3/12	309.00	2,359,635.11				
Paid	7/17/12	200,000.00	2,559,635.11				
Paid	7/20/12	4,952.54	2,564,587.65				
Paid	7/28/12	372.00	2,564,959.65				
Paid	7/31/12	4,376.40	2,569,336.05				
Paid	8/24/12	339.00	2,569,675.05				
Paid	8/28/12	50,000.00	2,619,675.05				
Paid	9/7/12	5,300.00	2,624,975.05				
Paid	9/27/12	5,300.00	2,630,275.05				
Paid	10/1/12	335.00	2,630,610.05				
Paid	10/30/12	338.00	2,630,948.05				
Paid	11/2/12	4,522.28	2,635,470.33				
Paid	11/8/12	5,300.00	2,640,770.33				
Paid	11/21/12	200,000.00	2,840,770.33				
Paid	11/28/12	250.00	2,841,020.33				
Paid	11/28/12	250.00	2,841,270.33				
Paid	11/28/12	338.00	2,841,608.33				
Paid	12/3/12	4,376.40	2,845,984.73				
Paid	12/6/12	11,500.00	2,857,484.73				
Paid	12/7/12	5,300.00	2,862,784.73				
Paid	12/18/12	390.00	2,863,174.73				
Paid	12/19/12	100.00	2,863,274.73				
Paid	12/20/12	5,300.00	2,868,574.73				
Paid	12/27/12	418.00	2,868,992.73				
Paid	1/2/13	4,376.40	2,873,369.13				
Paid	1/9/13	1,644.86	2,875,013.99				
Paid	1/11/13	2,000.00	2,877,013.99				
Paid	1/23/13	5,300.00	2,882,313.99				
Paid	1/24/13	419.00	2,882,732.99				
Paid	1/25/13	4,522.28	2,887,255.27				
Paid	2/8/13	1,833.11	2,889,088.38				
Paid	2/20/13	4,522.28	2,893,610.66				
Paid	3/1/13	665.00	2,894,275.66				
Paid	3/7/13	5,300.00	2,899,575.66				
Paid	3/8/13	1,655.71	2,901,231.37				
Paid	3/28/13	601.00	2,901,832.37				
Paid	4/1/13	4,084.64	2,905,917.01				
Paid	4/4/13	16.98	2,905,933.99				
Paid	4/4/13	1,833.10	2,907,767.09				
Paid	4/8/13	5,300.00	2,913,067.09				
Paid	4/8/13	9,750.00	2,922,817.09				
Paid	4/18/13	1,183.63	2,923,980.72				
Paid	4/18/13	1,658.26	2,925,638.98				
Paid	4/18/13	1,658.26	2,927,297.24				
Paid	4/18/13	1,948.84	2,929,246.08				
Paid	4/25/13	50,000.00	2,979,246.08				
Paid	4/28/13	633.00	2,979,879.08				
Paid	4/29/13	4,522.28	2,984,401.36				
Paid	5/6/13	1,773.98	2,986,175.34				
Paid	5/6/13	5,300.00	2,991,475.34				
Paid	5/6/13	10,000.00	3,001,475.34				
Paid	5/9/13	15.00	3,001,490.34				
Paid	5/28/13	608.00	3,002,098.34				
Paid	5/28/13	4,376.40	3,006,474.74				
Paid	5/28/13	5,000.00	3,011,474.74				
Paid	5/28/13	5,300.00	3,016,774.74				
Paid	6/11/13	1,833.10	3,018,607.84				
Paid	6/14/13	4,231.96	3,022,839.80				
Paid	6/28/13	644.00	3,023,483.80				

Paid	7/9/13	1,773.98	3,025,257.78						
Paid	7/12/13	19,044.73	3,044,302.51						
Paid	8/14/13	850.00	3,045,152.51						
Paid	8/14/13	850.00	3,046,002.51						
Paid	8/14/13	10,000.00	3,056,002.51						
Paid	8/16/13	1,833.11	3,057,835.62						
Paid	8/16/13	2,000.00	3,059,835.62						
Paid	8/16/13	4,285.44	3,064,121.06						
Paid	8/16/13	4,285.44	3,068,406.50						
Paid	8/16/13	250,000.00	3,318,406.50						
Paid	8/28/13	568.00	3,318,974.50						
Paid	9/3/13	20,596.75	3,339,571.25						
Paid	9/10/13	9,847.92	3,349,419.17						
Paid	9/12/13	918.17	3,350,337.34						
Paid	9/30/13	9.10	3,350,346.44						
Paid	9/30/13	50,000.00	3,400,346.44						
Paid	10/2/13	888.56	3,401,235.00						
Paid	10/10/13	4,984.64	3,406,219.64						
Paid	10/10/13	13,174.61	3,419,394.25						
Paid	11/13/13	36,865.20	3,456,259.45						
Paid	11/19/13	918.18	3,457,177.63						
Paid	12/4/13	24,657.53	3,481,835.16						
Paid	12/5/13	23,905.75	3,505,740.91						
Paid	12/16/13	50,000.00	3,555,740.91						
Paid	1/15/14	4,798.60	3,560,539.51						
Paid	1/17/14	50,000.00	3,610,539.51						
Paid	2/18/14	5,702.00	3,616,241.51						
Paid	3/5/14	3,964.56	3,620,206.07						
Paid	3/18/14	4,144.88	3,624,350.95						
Paid	4/17/14	10.05	3,624,361.00						
Paid	4/22/14	50,000.00	3,674,361.00						
Paid	4/23/14	858.00	3,675,219.00						
Paid	4/23/14	3,811.75	3,679,030.75						
Paid	4/25/14	31,118.73	3,710,149.48						
Paid	5/7/14	1,361.00	3,711,510.48						
Paid	5/13/14	49.00	3,711,559.48						
Paid	5/28/14	392.73	3,711,952.21						
Paid	5/30/14	15,000.00	3,726,952.21						
Paid	6/5/14	9,598.26	3,736,550.47						
Paid	6/16/14	4,593.00	3,741,143.47						
Paid	6/18/14	300.00	3,741,443.47						
Paid	7/2/14	725.10	3,742,168.57						
Paid	7/6/14	25,000.00	3,767,168.57						
Paid	7/12/14	463.50	3,767,632.07						
Paid	7/14/14	604.00	3,768,236.07						
Paid	7/20/14	6,719.60	3,774,955.67						
Paid	7/30/14	15,000.00	3,789,955.67						
Paid	8/14/14	6,719.60	3,796,675.27						
Paid	8/19/14	55,000.00	3,851,675.27						
Paid	8/21/14	500,000.00	4,351,675.27						
Paid	9/3/14	1,803.00	4,353,478.27						
Paid	9/8/14	25,000.00	4,378,478.27						
Paid	9/16/14	21,368.65	4,399,846.92						
Paid	9/22/14	122.59	4,399,969.51						
Paid	9/23/14	133.52	4,400,103.03						
Paid	9/24/14	260.00	4,400,363.03						
Paid	9/24/14	523.50	4,400,886.53						
Paid	9/24/14	5,000.00	4,405,886.53						
Paid	9/30/14	30,000.00	4,435,886.53						
Paid	10/1/14	2,083.25	4,437,969.78						
Paid	10/1/14	1,250,000.00	5,687,969.78						
Paid	10/9/14	10.33	5,687,980.11						

2:32 PM
11/18/16
Cash Basis

**Las Vegas Land Partners
General Ledger
As of December 31, 2014**

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1002 - Cash - Signature	1500570488								
Deposit	01/06/2014			Wink One	Deposit	WinkOne	50.46		3,443.14
Check	01/07/2014			American Express		Travel		767.00	3,493.80
Check	01/14/2014			Valley National Bank		2154 - Valley National Bank Loan		4,048.80	2,726.60
Deposit	01/15/2014			David Jan Mitchell	Deposit	Contribution	4,798.60		-1,322.00
Check	01/15/2014			SIGNATURE BANK		8120 - Bank Service Charges		25.00	3,476.60
Check	01/15/2014			Zev E. Kaplan, Ltd.		6270 - Professional Fees		2,000.00	3,451.60
Deposit	01/17/2014			David Jan Mitchell	Deposit	Contribution	50,000.00		51,451.60
Check	01/22/2014	1316		Valley National Bank		2154 - Valley National Bank Loan		50,000.00	1,451.60
Check	01/28/2014			American Express		Travel		793.00	658.60
Deposit	02/08/2014			Wink One	Deposit	WinkOne	50.46		709.06
Deposit	02/18/2014			David Jan Mitchell	Deposit	Contribution	5,702.00		6,411.06
Check	02/18/2014	1318		Gibbs, Glden, Locher et al		6270 - Professional Fees		5,000.00	1,411.06
Deposit	03/05/2014			David Jan Mitchell	Deposit	Contribution	3,964.56		5,375.62
Check	03/05/2014	1317		Valley National Bank		2154 - Valley National Bank Loan		3,964.56	1,411.06
Deposit	03/14/2014			Wink One	Deposit	WinkOne	50.46		1,461.52
Deposit	03/18/2014			David Jan Mitchell	Deposit	Contribution	4,144.88		5,606.40
Check	03/20/2014			Deluxe Business Checks		General & Administrative		141.47	5,464.93
Check	03/21/2014	1319		Valley National Bank		2154 - Valley National Bank Loan		3,442.88	2,022.05
Check	03/25/2014			American Express		Travel		1,409.00	613.05
Deposit	04/15/2014			Wink One	Deposit	WinkOne	50.46		663.51
Deposit	04/17/2014			David Jan Mitchell	Deposit	Contribution	10.05		673.56
Check	04/17/2014			Dynamex		General & Administrative		10.05	663.51
Check	04/21/2014	3001		Valley National Bank		2154 - Valley National Bank Loan		3,811.76	-3,148.25
Check	04/21/2014	3000		Valley National Bank		2154 - Valley National Bank Loan		50,000.00	-53,148.25
Deposit	04/22/2014			David Jan Mitchell	Deposit	Contribution	50,000.00		-3,148.25
Check	04/22/2014			SIGNATURE BANK		8120 - Bank Service Charges		50.00	-3,198.25
Deposit	04/23/2014			David Jan Mitchell	Deposit	Contribution	3,811.75		613.50
Deposit	04/23/2014			David Jan Mitchell	Deposit	Contribution	858.00		1,471.50
Check	04/23/2014			American Airlines		Travel		858.00	613.50
Deposit	04/25/2014			David Jan Mitchell	Deposit	Contribution	31,118.73		31,732.23
Check	04/29/2014	3006		Thompson Coburn LLP		6270 - Professional Fees		2,000.00	29,732.23
Check	04/29/2014	3008		Poll & Ball, P.L.C.		6270 - Professional Fees		2,559.02	27,173.21
Check	04/29/2014	3003		Gibbs, Glden, Locher et al		6270 - Professional Fees		6,185.03	20,988.18
Check	04/29/2014	3005		Province, Inc.		6270 - Professional Fees		10,000.00	10,988.18
Check	04/29/2014	3007		Poll & Ball, P.L.C.		6270 - Professional Fees		10,000.00	988.18
Check	04/30/2014			SIGNATURE BANK		6120 - Bank Service Charges		20.09	968.09
Check	05/01/2014	3004		Corporation Services Com...		6285 - Filing Fees		374.68	593.41
Deposit	05/07/2014			David Jan Mitchell	Deposit	Contribution	1,361.00		1,954.41
Check	05/07/2014			American Express		Travel		1,361.00	593.41
Deposit	05/15/2014			Wink One	Deposit	WinkOne	50.46		643.87
Deposit	05/28/2014			David Jan Mitchell	Deposit	Contribution	49.00		692.87
Check	05/26/2014			Southwest Airlines		Travel		49.00	643.87
Deposit	05/28/2014			David Jan Mitchell	Deposit	Contribution	392.73		1,036.60
Check	05/28/2014			Palms Place Front Delas V...		Travel		392.73	643.87
Deposit	05/30/2014			David Jan Mitchell	Deposit	Contribution	15,000.00		15,643.87
Check	05/30/2014			Gibbs, Glden, Locher et al		6270 - Professional Fees		15,000.00	643.87
Deposit	06/05/2014			David Jan Mitchell	Deposit	Contribution	9,598.26		10,242.13
Check	06/13/2014	3011		Wink One	Deposit	WinkOne	50.46		10,292.59
Check	06/13/2014			Thompson Coburn LLP		6270 - Professional Fees		8,962.26	1,330.33
Deposit	06/19/2014			David Jan Mitchell	Deposit	Contribution	4,593.00		5,923.33
Deposit	06/18/2014			David Jan Mitchell	Deposit	Contribution	300.00		6,223.33
Check	06/18/2014			Delaware Secretary Of State		6285 - Filing Fees		300.00	5,923.33
Check	06/19/2014	1321		Delaware Secretary Of State		6285 - Filing Fees		1,563.00	4,360.33
Check	06/30/2014			American Express		Travel		636.00	3,694.33
Deposit	07/02/2014			David Jan Mitchell	Deposit	Contribution	725.10		4,419.43
Check	07/02/2014	3017		Katsky Korins LLP		6270 - Professional Fees		284.00	4,135.43
Check	07/02/2014	3018		Katsky Korins LLP		6270 - Professional Fees		441.10	3,694.33
Deposit	07/08/2014			David Jan Mitchell	Deposit	Contribution	25,000.00		28,694.33
Check	07/08/2014	3020		Gibbs, Glden, Locher et al		6270 - Professional Fees		25,000.00	3,694.33
Deposit	07/12/2014			David Jan Mitchell	Deposit	Contribution	483.50		4,157.83
Deposit	07/14/2014			David Jan Mitchell	Deposit	Contribution	604.00		4,761.83
Deposit	07/15/2014			Wink One	Deposit	WinkOne	50.46		4,812.29
Deposit	07/20/2014			David Jan Mitchell	Deposit	Contribution	6,719.60		11,531.89
Check	07/20/2014			Thompson Coburn LLP		6270 - Professional Fees		6,719.60	4,812.29
Check	07/28/2014			Delaware Secretary Of State		6285 - Filing Fees		483.50	4,348.79
Check	07/29/2014			American Express		Travel		604.00	3,744.79

CONFIDENTIAL INFORMATION

SPZ000900

RICH00156

2:32 PM
11/16/16
Cash Basis

**Las Vegas Land Partners
General Ledger
As of December 31, 2014**

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	07/30/2014			David Jan Mitchell	Deposit	Contribution	15,000.00		18,744.79
Check	07/30/2014			Gibbs, Glden, Locher et al		6270 - Professional Fees		15,000.00	3,744.79
Deposit	08/07/2014			Wink One	Deposit	WinkOne	50.46		3,795.25
Deposit	08/14/2014			David Jan Mitchell	Deposit	Contribution	6,719.80		10,514.85
Deposit	08/19/2014			David Jan Mitchell	Deposit	Contribution	55,000.00		65,514.85
Check	08/19/2014			Kolesar & Leatham		6270 - Professional Fees		55,000.00	10,514.85
Check	08/19/2014	3023		Thompson Coburn LLP		6270 - Professional Fees		6,719.80	3,795.25
Deposit	08/21/2014			David Jan Mitchell	Deposit	Contribution	500,000.00		503,795.25
Check	08/21/2014			HEARTLAND BANK		Heartland Settlement		500,000.00	3,795.25
Deposit	08/29/2014			David Jan Mitchell	Deposit	Contribution	50.00		3,845.25
Check	08/29/2014	3025		Nevada Secretary of State		6265 - Filing Fees		100.00	3,745.25
Check	08/29/2014	3024		Nevada Secretary of State		6265 - Filing Fees		125.00	3,620.25
Check	08/29/2014	3016		Nevada Secretary of State		6265 - Filing Fees		3,000.00	820.25
Check	08/29/2014			Nevada Secretary of State		6265 - Filing Fees		50.00	570.25
Check	09/02/2014	3019		Soozi Jones Walker, Inc.		6270 - Professional Fees		1,200.00	-629.75
Deposit	09/03/2014			David Jan Mitchell	Deposit	Contribution	1,803.00		1,173.25
Check	09/03/2014			SIGNATURE BANK		6120 - Bank Service Charges		25.00	1,148.25
Check	09/03/2014			American Express		Travel		603.00	545.25
Deposit	09/08/2014			David Jan Mitchell	Deposit	Contribution	25,000.00		25,545.25
Check	09/08/2014			Kolesar & Leatham		6270 - Professional Fees		25,000.00	545.25
Deposit	09/15/2014			David Jan Mitchell	Deposit	Contribution	1,378.10		1,923.35
Deposit	09/15/2014			David Jan Mitchell	Deposit	Contribution	50.00		1,973.35
Check	09/15/2014			Delta		Travel		1,378.10	595.25
Check	09/15/2014			Travel Agency Fee		Travel		50.00	545.25
Deposit	09/16/2014			David Jan Mitchell	Deposit	Contribution	21,368.65		21,913.90
Check	09/16/2014			HEARTLAND BANK		Heartland Settlement		21,368.65	545.25
Deposit	09/17/2014			David Jan Mitchell	Deposit	Contribution	217.67		762.92
Check	09/17/2014			Palms Place Front Delas V...		Travel		217.67	545.25
Deposit	09/18/2014			Wink One	Deposit	WinkOne	50.46		595.71
Deposit	09/22/2014			David Jan Mitchell	Deposit	Contribution	122.59		718.30
Check	09/22/2014			Krikos		General & Administrative		122.59	595.71
Deposit	09/24/2014			David Jan Mitchell	Deposit	Contribution	260.00		855.71
Deposit	09/24/2014			David Jan Mitchell	Deposit	Contribution	5,000.00		5,855.71
Deposit	09/24/2014			David Jan Mitchell	Deposit	Contribution	523.50		6,379.21
Check	09/24/2014			Province, Inc.		Contribution	133.52		6,512.73
Check	09/24/2014			Province, Inc.		6270 - Professional Fees		5,000.00	1,512.73
Check	09/24/2014			Krikos		6270 - Professional Fees		523.50	989.23
Check	09/24/2014			Krikos		General & Administrative		133.52	855.71
Deposit	09/30/2014			David Jan Mitchell	Deposit	Contribution	30,000.00		30,855.71
Check	09/30/2014			Kolesar & Leatham		6270 - Professional Fees		30,000.00	855.71
Deposit	10/01/2014			David Jan Mitchell	Deposit	Contribution	2,083.25		2,938.96
Check	10/01/2014			HEARTLAND BANK		Heartland Settlement		2,083.25	855.71
Check	10/06/2014	3027		Verifex		6270 - Professional Fees		280.00	595.71
Check	10/06/2014			American Express		Travel		631.00	-35.29
Check	10/07/2014			SIGNATURE BANK		6120 - Bank Service Charges		25.00	-60.29
Deposit	10/08/2014			Wink One	Deposit	WinkOne	50.46		-9.83
Deposit	10/09/2014			David Jan Mitchell	Deposit	Contribution	656.00		646.17
Deposit	10/09/2014			David Jan Mitchell	Deposit	Contribution	10.33		656.50
Check	10/09/2014			JFK Peets		Travel		10.33	646.17
Deposit	10/10/2014			David Jan Mitchell	Deposit	Contribution	17.03		663.20
Check	10/10/2014			Leone Cafe		Travel		17.03	646.17
Deposit	10/11/2014			David Jan Mitchell	Deposit	Contribution	104.97		751.14
Check	10/11/2014			FedEx		General & Administrative		104.97	646.17
Deposit	10/12/2014			David Jan Mitchell	Deposit	Contribution	820.86		1,466.83
Deposit	10/12/2014			David Jan Mitchell	Deposit	Contribution	72.52		1,539.35
Deposit	10/12/2014			David Jan Mitchell	Deposit	Contribution	14.41		1,553.76
Check	10/12/2014			Palms Casino Resort		Contribution	13.51		1,567.27
Check	10/12/2014			Brio Summerlin		Travel		820.66	746.61
Check	10/12/2014			Carlina Laredo		Travel		72.52	674.09
Check	10/12/2014			Leone Cafe		Travel		14.41	659.68
Deposit	10/13/2014			David Jan Mitchell	Deposit	Contribution	13.51		646.17
Check	10/13/2014			Leone Cafe		Travel		13.51	659.68
Deposit	10/14/2014			David Jan Mitchell	Deposit	Contribution	4.86		646.17
Deposit	10/14/2014			David Jan Mitchell	Deposit	Contribution	4.27		651.03
Deposit	10/14/2014			David Jan Mitchell	Deposit	Contribution	13.51		655.30
Deposit	10/14/2014			David Jan Mitchell	Deposit	Contribution	24.07		669.81
									692.88

CONFIDENTIAL INFORMATION

SPZ000901

Page 2

RICHO0157

50028-0157
Case No.: A-16

RA 008731

2:32 PM
11/16/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2014

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	10/14/2014			David Jan Mitchell	Deposit	Contribution	18.29		711.17
Check	10/14/2014			Leone Café		Travel		4.86	706.31
Check	10/14/2014			Starbucks		Travel		4.27	702.04
Check	10/14/2014			Leone Café		Travel		13.51	688.53
Check	10/14/2014			Capriotti's Sandwiches		Travel		24.07	664.46
Check	10/14/2014			Capriotti's Sandwiches		Travel		18.29	646.17
Deposit	10/15/2014			David Jan Mitchell	Deposit	Contribution	63.02		709.19
Deposit	10/15/2014			David Jan Mitchell	Deposit	Contribution	26.50		737.69
Deposit	10/15/2014			David Jan Mitchell	Deposit	Contribution	20.00		757.69
Deposit	10/15/2014			David Jan Mitchell	Deposit	Contribution	13.51		771.20
Deposit	10/15/2014			David Jan Mitchell	Deposit	Contribution	4.86		776.06
Check	10/15/2014			Triple George Grill		Travel		63.02	713.04
Check	10/15/2014			Kona Grill		Travel		28.50	684.54
Check	10/15/2014			Douglas Parking LLC		Travel		20.00	664.54
Check	10/15/2014			Leone Café		Travel		13.51	651.03
Check	10/15/2014			Leone Café		Travel		4.86	646.17
Check	10/15/2014	3029		Kolesar & Leatham		1250 - CLEARING		21,000.00	-20,353.83
Deposit	10/16/2014			David Jan Mitchell	Deposit	Contribution	7.12		-20,346.71
Deposit	10/16/2014			David Jan Mitchell	Deposit	Contribution	12.16		-20,334.55
Deposit	10/16/2014			David Jan Mitchell	Deposit	Contribution	3.78		-20,330.77
Deposit	10/16/2014			Kolesar & Leatham	3029	1250 - CLEARING	21,000.00		669.23
Check	10/16/2014			SIGNATURE BANK		6120 - Bank Service Charges		25.00	644.23
Check	10/16/2014			Town Center Coffee		Travel		7.12	637.11
Check	10/16/2014			Leone Café		Travel		12.16	624.95
Check	10/16/2014			Daily Kitchen		Travel		3.78	621.17
Deposit	10/17/2014			David Jan Mitchell	Deposit	Contribution	5,393.75		6,014.92
Deposit	10/17/2014			David Jan Mitchell	Deposit	Contribution	21,000.00		27,014.92
Deposit	10/17/2014			David Jan Mitchell	Deposit	Contribution	27.11		27,042.03
Deposit	10/17/2014			David Jan Mitchell	Deposit	Contribution	18.82		27,060.85
Deposit	10/17/2014			David Jan Mitchell	Deposit	Contribution	66.29		27,127.24
Check	10/17/2014			Kolesar & Leatham		6270 - Professional Fees		21,000.00	6,127.24
Check	10/17/2014			Shell Oil		Travel		27.11	6,100.13
Check	10/17/2014			Leone Café		Travel		18.82	6,081.21
Check	10/17/2014			Honey Salt		Travel		66.29	6,014.92
Deposit	10/18/2014			David Jan Mitchell	Deposit	Contribution	415.53		6,430.45
Deposit	10/18/2014			David Jan Mitchell	Deposit	Contribution	20.00		6,450.45
Deposit	10/18/2014			David Jan Mitchell	Deposit	Contribution	509.69		6,960.14
Deposit	10/18/2014			David Jan Mitchell	Deposit	Contribution	5.83		6,965.97
Deposit	10/18/2014			David Jan Mitchell	Deposit	Contribution	72.16		7,038.13
Deposit	10/18/2014			David Jan Mitchell	Deposit	Contribution	20.00		7,058.13
Deposit	10/18/2014			David Jan Mitchell	Deposit	Contribution	6.91		7,065.04
Check	10/18/2014			JW Marriott		Travel		415.53	6,649.51
Check	10/18/2014			GoGo Air		Travel		20.00	6,629.51
Check	10/18/2014			Hertz		Travel		509.69	6,119.82
Check	10/18/2014			Starbucks		Travel		5.83	6,113.99
Check	10/18/2014			Taxi		Travel		72.16	6,041.83
Check	10/18/2014			GoGo Air		Travel		20.00	6,021.83
Check	10/18/2014			Red Mango		Travel		6.91	6,014.92
Check	10/21/2014	3028		SKE Group, LLC		6270 - Professional Fees		4,925.00	1,089.92
Check	10/21/2014	3013		Law Offices of Steven Pars...		6270 - Professional Fees		468.75	621.17
Check	10/22/2014	303		CASH		Travel		27.60	593.57
Check	10/27/2014	3010		Sozi Jones Walker, Inc.		6270 - Professional Fees		1,475.00	-881.43
Deposit	10/28/2014			David Jan Mitchell	Deposit	Contribution	1,475.00		593.57
Deposit	10/28/2014			David Jan Mitchell	Deposit	Contribution	50,000.00		50,593.57
Check	10/28/2014			SIGNATURE BANK		6120 - Bank Service Charges		25.00	50,568.57
Check	10/28/2014	3031		Law Offices of Steven Pars...		6270 - Professional Fees		468.75	50,099.82
Check	10/28/2014			Kolesar & Leatham		6270 - Professional Fees		50,000.00	99.82
Deposit	11/04/2014			David Jan Mitchell	Deposit	Contribution	30,000.00		30,099.82
Check	11/04/2014			Kolesar & Leatham		6270 - Professional Fees		30,000.00	99.82
Deposit	11/05/2014			David Jan Mitchell	Deposit	Contribution	11,097.00		11,196.82
Deposit	11/12/2014			David Jan Mitchell	Deposit	Contribution	15,844.24		27,041.06
Deposit	11/12/2014			David Jan Mitchell	Deposit	Contribution	2,083.25		29,124.31
Check	11/12/2014			HEARTLAND BANK		Heartland Settlement		2,083.25	27,041.06
Check	11/12/2014	3032		Province, Inc.		6270 - Professional Fees		9,858.00	17,183.06
Deposit	11/13/2014			Wink One	Deposit	WinkOne	50.46		17,233.52
Deposit	11/13/2014			David Jan Mitchell	Deposit	Contribution	2,083.25		19,316.77
Check	11/13/2014			HEARTLAND BANK		Heartland Settlement		2,083.25	17,233.52

CONFIDENTIAL INFORMATION

SPZ000902

RICH00158

2:32 PM

11/16/15

Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2014

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	11/13/2014	3033		Thompson Coburn LLP		6270 - Professional Fees		15,844.24	1,389.28
Deposit	11/17/2014			David Jan Mitchell	Deposit	Contribution	166,407.32		167,796.60
Deposit	11/17/2014			David Jan Mitchell	Deposit	Contribution	17,774.31		185,570.91
Check	11/17/2014	2021		Katsky Korins LLP		6270 - Professional Fees		166,407.32	19,163.59
Check	11/17/2014			Kolesar & Leatham		6270 - Professional Fees		17,774.31	1,389.28
Deposit	11/18/2014			David Jan Mitchell	Deposit	Contribution	499.98		1,889.26
Check	11/18/2014			HEARTLAND BANK		Heartland Settlement		499.98	1,389.28
Deposit	11/19/2014			David Jan Mitchell	Deposit	Contribution	19.99		1,409.27
Check	11/19/2014			USPS		General & Administrative		19.99	1,389.28
Deposit	11/21/2014			David Jan Mitchell	Deposit	Contribution	751,466.61		752,855.89
Check	11/21/2014			HEARTLAND BANK		Heartland Settlement		751,466.61	1,389.28
Deposit	12/01/2014			David Jan Mitchell	Deposit	Contribution	55,000.00		56,389.28
Check	12/01/2014			Kolesar & Leatham		6270 - Professional Fees		55,000.00	1,389.28
Deposit	12/08/2014			David Jan Mitchell	Deposit	Contribution	30,000.00		31,389.28
Deposit	12/08/2014			David Jan Mitchell	Deposit	Contribution	17,902.48		49,291.76
Check	12/08/2014			Kolesar & Leatham		6270 - Professional Fees		30,000.00	18,291.76
Check	12/08/2014	3021		Thompson Coburn LLP		6270 - Professional Fees		17,902.48	1,389.28
Deposit	12/10/2014			Wink One	Deposit	WinkOne	50.46		1,439.74
Deposit	12/19/2014			David Jan Mitchell	Deposit	Contribution	20,000.00		21,439.74
Check	12/19/2014	3036		Gibbs, Giden, Locher et al		6270 - Professional Fees		20,000.00	1,439.74
Deposit	12/24/2014			Barnet Leberman	Deposit	Sale of Leah Property	250,000.00		251,439.74
Check	12/24/2014			David Jan Mitchell		Contribution		250,000.00	1,439.74
Total 1002 - Cash - Signature 1500570489							2,356,680.67	2,358,684.07	1,439.74
1005 - Cash-Aquarius exchange									5,526.72
General Journal	12/31/2014	y/e1214-1	*		to write off erroneou balances	1016 - Valley National Bank		5,526.72	0.00
Total 1005 - Cash-Aquarius exchange							0.00	5,526.72	0.00
1016 - Valley National Bank									375.50
General Journal	12/31/2014	y/e1214-1	*		to write off erroneou balances	-SPLIT-		375.50	0.00
Total 1016 - Valley National Bank							0.00	375.50	0.00
1500 - Property Investment									14,235,090.25
1250 - CLEARING									0.00
Check	10/15/2014	3029		Kolesar & Leatham		1002 - Cash - Signature 1500570489	21,000.00		21,000.00
Deposit	10/16/2014			Kolesar & Leatham	3029	1002 - Cash - Signature 1500570489		21,000.00	0.00
Total 1250 - CLEARING							21,000.00	21,000.00	0.00
1510 - Accumulated depreciation									-4,349,035.00
Total 1510 - Accumulated depreciation									-4,349,035.00
1500 - Property Investment - Other									18,584,125.25
General Journal	12/31/2014	y/e1214-1	*		to write off erroneou balances	1016 - Valley National Bank	1,759.82		18,585,885.07
General Journal	12/31/2014	y/e1214-3	*		to reclassify basis of property sold	-SPLIT-		971,891.00	17,613,994.07
Total 1500 - Property Investment - Other							1,759.82	971,891.00	17,613,994.07
Total 1500 - Property Investment							22,759.82	992,891.00	13,264,959.07
1501 - Coolidge Building									1,549,689.00
Accumulated Depr - Coolidge									-718,057.00
General Journal	12/31/2014	y/e1214-3	*		to reclassify basis of property sold	1500 - Property Investment	718,057.00		0.00
Total Accumulated Depr - Coolidge							718,057.00	0.00	0.00
1501 - Coolidge Building - Other									2,267,746.00
General Journal	12/31/2014	y/e1214-3	*		to reclassify basis of property sold	1500 - Property Investment		2,267,746.00	0.00
Total 1501 - Coolidge Building - Other							0.00	2,267,746.00	0.00
Total 1501 - Coolidge Building							718,057.00	2,267,746.00	0.00
Investment in FCLW Vegas									1,384,621.00
General Journal	12/31/2014	y/e1214-7	*		to record 2013 and 2014 k-1	7000 - Inc/Loss from FCLW Vegas		257,637.00	1,126,984.00
Total Investment in FCLW Vegas							0.00	257,637.00	1,126,984.00
Investment in PQ Las Vegas LLC									3,477,194.00
Total Investment in PQ Las Vegas LLC									3,477,194.00

CONFIDENTIAL INFORMATION

SPZ000903

Page 4

RICHO0159

50028-0159
Case No.: A-16

RA 008733

2:32 PM
11/16/16
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2014

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
2002 - Barnet - Expense Payable									-15,542.89
Total 2002 - Barnet - Expense Payable									-15,542.89
2136 - Keybank loan payable									-21,104,001.00
Total 2136 - Keybank loan payable									-21,104,001.00
2154 - Valley National Bank Loan									-854,845.74
Check	01/14/2014			Valley National Bank		1002 - Cash - Signature 1500570489	4,048.60		-850,797.14
Check	01/22/2014	1316		Valley National Bank		1002 - Cash - Signature 1500570489	50,000.00		-800,797.14
Check	03/05/2014	1317		Valley National Bank		1002 - Cash - Signature 1500570489	3,964.56		-796,832.58
Check	03/21/2014	1319		Valley National Bank		1002 - Cash - Signature 1500570489	3,442.88		-793,389.70
Check	04/21/2014	3001		Valley National Bank		1002 - Cash - Signature 1500570489	3,811.76		-789,577.94
Check	04/21/2014	3000		Valley National Bank		1002 - Cash - Signature 1500570489	50,000.00		-739,577.94
General Journal	12/31/2014	y/e1214-4	*		to reclassify interest payments per schedule	Interest Exp		15,267.80	-754,845.74
General Journal	12/31/2014	y/e1214-5	*		to record payments made by barnet	-SPLIT-	146,212.89		-608,632.85
General Journal	12/31/2014	y/e1214-6	*		to record vnb payments made at closing	Interest Exp	108,632.85		-500,000.00
General Journal	12/31/2014	y/e1214-9	*		to record per closing statement	Contribution	500,000.00		0.00
Total 2154 - Valley National Bank Loan									870,113.54
2167 - Signature bank line									-154,887.00
General Journal	12/31/2014	y/e1214-8	*		to record payments made by David Mitchell	Interest Exp	154,887.00		0.00
Total 2167 - Signature bank line									154,887.00
2400 - Partner Loans									-3,515,696.44
Total 2400 - Partner Loans									-3,515,696.44
2900 - Capital BL									1,101,929.47
Contribution									-23,444.28
General Journal	01/01/2014	y/e1213-0	*		close out prior period capital accounts	2900 - Capital BL	23,444.28		0.00
General Journal	12/31/2014	y/e1214-5	*		to record payments made by barnet	2154 - Valley National Bank Loan		171,021.25	-171,021.25
General Journal	12/31/2014	y/e1214-9	*		to record per closing statement	-SPLIT-	91,934.47		-79,086.78
Total Contribution									115,378.75
2900 - Capital BL - Other									1,125,373.75
General Journal	01/01/2014	y/e1213-0	*		close out prior period capital accounts	-SPLIT-	147,868.98		1,273,242.73
Total 2900 - Capital BL - Other									147,868.98
Total 2900 - Capital BL									283,247.73
2990 - Capital DM									1,194,155.95
Contribution									3,544,477.48
General Journal	01/01/2014	y/e1213-0	*		close out prior period capital accounts	2900 - Capital BL	681,131.53		-881,131.53
Deposit	01/15/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	4,798.60		-4,798.60
Deposit	01/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	50,000.00		-54,798.60
Deposit	02/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	5,702.00		-60,500.60
Deposit	03/05/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	3,964.56		-64,465.16
Deposit	03/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	4,144.88		-68,610.04
Deposit	04/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	10.05		-68,620.09
Deposit	04/22/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	50,000.00		-118,620.09
Deposit	04/23/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	3,811.75		-122,431.84
Deposit	04/23/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	858.00		-123,289.84
Deposit	04/25/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	31,116.73		-154,406.57
Deposit	05/07/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	1,361.00		-155,767.57
Deposit	05/26/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	49.00		-155,816.57
Deposit	05/28/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	392.73		-156,211.30
Deposit	05/30/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	15,000.00		-171,211.30
Deposit	06/05/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	9,596.26		-180,809.56
Deposit	06/16/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	4,593.00		-185,402.56
Deposit	06/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	300.00		-185,702.56
Deposit	07/02/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	725.10		-186,427.66
Deposit	07/06/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	25,000.00		-211,427.66
Deposit	07/12/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	463.50		-211,891.16
Deposit	07/14/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	604.00		-212,495.16
Deposit	07/20/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	6,719.60		-219,214.76
Deposit	07/30/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	15,000.00		-234,214.76
Deposit	08/14/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	6,719.60		-240,934.36
Deposit	08/19/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	55,000.00		-295,934.36

RICH00160

CONFIDENTIAL INFORMATION

SPZ000904

Page 6

50028-0160
Case No.: A-16

RA 008734

2:32 PM
11/16/16
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2014

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	08/21/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		500,000.00	-795,934.36
Deposit	08/29/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		50.00	-795,984.36
Deposit	09/03/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		1,903.00	-797,787.36
Deposit	09/08/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		25,000.00	-822,787.36
Deposit	09/15/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		1,378.10	-824,165.46
Deposit	09/15/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		50.00	-824,215.46
Deposit	09/16/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		21,388.65	-845,584.11
Deposit	09/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		217.67	-845,801.78
Deposit	09/22/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		122.59	-845,924.37
Deposit	09/24/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		260.00	-845,184.37
Deposit	09/24/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		5,000.00	-851,184.37
Deposit	09/24/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		523.50	-851,707.87
Deposit	09/24/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		133.52	-851,841.39
Deposit	09/30/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		30,000.00	-881,841.39
Deposit	10/01/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		2,083.25	-883,924.64
Deposit	10/09/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		656.00	-884,580.64
Deposit	10/09/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		10.33	-884,590.97
Deposit	10/10/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		17.03	-884,608.00
Deposit	10/11/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		104.97	-884,712.97
Deposit	10/12/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		820.66	-885,533.63
Deposit	10/12/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		72.52	-885,606.15
Deposit	10/12/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		14.41	-885,620.56
Deposit	10/12/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		13.51	-885,634.07
Deposit	10/13/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		13.51	-885,647.58
Deposit	10/14/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		4.86	-885,652.44
Deposit	10/14/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		4.27	-885,656.71
Deposit	10/14/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		13.51	-885,670.22
Deposit	10/14/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		24.07	-885,694.29
Deposit	10/14/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		18.29	-885,712.58
Deposit	10/15/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		65.02	-885,775.60
Deposit	10/15/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		26.50	-885,804.10
Deposit	10/15/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		20.00	-885,824.10
Deposit	10/15/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		13.51	-885,837.61
Deposit	10/15/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		4.86	-885,842.47
Deposit	10/16/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		7.12	-885,849.59
Deposit	10/16/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		12.16	-885,861.75
Deposit	10/16/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		3.78	-885,865.53
Deposit	10/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		5,393.75	-891,259.28
Deposit	10/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		21,000.00	-912,259.28
Deposit	10/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		27.11	-912,286.39
Deposit	10/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		18.92	-912,305.31
Deposit	10/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		66.29	-912,371.60
Deposit	10/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		415.53	-912,787.13
Deposit	10/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		20.00	-912,807.13
Deposit	10/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		509.69	-913,316.82
Deposit	10/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		5.83	-913,322.65
Deposit	10/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		72.16	-913,394.81
Deposit	10/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		20.00	-913,414.81
Deposit	10/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		6.91	-913,421.72
Deposit	10/28/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		1,475.00	-914,896.72
Deposit	10/28/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		50,000.00	-964,896.72
Deposit	11/04/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		30,000.00	-994,896.72
Deposit	11/05/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		11,097.00	-1,005,993.72
Deposit	11/12/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		15,844.24	-1,021,837.96
Deposit	11/12/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		2,083.25	-1,023,921.21
Deposit	11/13/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		2,083.25	-1,026,004.46
Deposit	11/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		166,407.32	-1,192,411.78
Deposit	11/17/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		17,774.31	-1,210,186.09
Deposit	11/18/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		489.98	-1,210,666.07
Deposit	11/19/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		18.99	-1,210,705.06
Deposit	11/21/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		751,466.81	-1,962,172.87
Deposit	12/01/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		55,000.00	-2,017,172.87
Deposit	12/08/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		30,000.00	-2,047,172.87
Deposit	12/08/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		17,902.48	-2,065,075.15
Deposit	12/19/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489		20,000.00	-2,085,075.15
Check	12/24/2014			David Jan Mitchell	Deposit	1002 - Cash - Signature 1500570489	250,000.00		-1,835,075.15

RICHO0161

CONFIDENTIAL INFORMATION

SPZ000905

Page 6

50028-0161
Case No.: A-16

RA 008735

2:32 PM
11/18/16
Cash Basis

**Las Vegas Land Partners
General Ledger
As of December 31, 2014**

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
General Journal	12/31/2014	y/e1214-2	*		to reclassify personal guarantee payment	Heartland Settlement	1,279,584.99		-555,490.16
General Journal	12/31/2014	y/e1214-8	*		to record payments made by David Mitchell	Interest Exp		157,371.81	-712,861.97
Total Contribution							2,210,716.52	2,242,446.96	-712,861.97
2850 - Capital DM - Other									4,225,609.01
General Journal	01/01/2014	y/e1213-0	*		close out prior period capital accounts	2900 - Capital BL		509,818.28	3,715,790.73
Total 2850 - Capital DM - Other							0.00	509,818.28	3,715,790.73
Total 2950 - Capital DM							2,210,716.52	2,752,265.24	3,002,928.76
3900 - Retained Earnings									342,626.51
General Journal	01/01/2014	y/e1213-0	*		close out prior period capital accounts	2900 - Capital BL		342,626.51	0.00
Total 3900 - Retained Earnings							0.00	342,626.51	0.00
WinkOne									0.00
Deposit	01/06/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-50.46
Deposit	02/06/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-100.92
Deposit	03/14/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-151.38
Deposit	04/15/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-201.84
Deposit	05/15/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-252.30
Deposit	06/13/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-302.76
Deposit	07/15/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-353.22
Deposit	08/07/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-403.68
Deposit	09/18/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-454.14
Deposit	10/08/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-504.60
Deposit	11/13/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-555.06
Deposit	12/10/2014			Wink One	Deposit	1002 - Cash - Signature 1500570489		50.46	-605.52
Total WinkOne							0.00	605.52	-605.52
Travel									0.00
Check	01/07/2014			American Express		1002 - Cash - Signature 1500570489	767.00		767.00
Check	01/28/2014			American Express		1002 - Cash - Signature 1500570489	793.00		1,560.00
Check	03/25/2014			American Express		1002 - Cash - Signature 1500570489	1,409.00		2,969.00
Check	04/23/2014			American Airlines		1002 - Cash - Signature 1500570489	656.00		3,627.00
Check	05/07/2014			Southwest Airlines		1002 - Cash - Signature 1500570489	1,361.00		5,188.00
Check	05/26/2014			Palms Place Front Delas V...		1002 - Cash - Signature 1500570489	49.00		5,237.00
Check	05/28/2014			American Express		1002 - Cash - Signature 1500570489	392.73		5,629.73
Check	06/30/2014			American Express		1002 - Cash - Signature 1500570489	636.00		6,265.73
Check	07/29/2014			American Express		1002 - Cash - Signature 1500570489	604.00		6,869.73
Check	09/03/2014			American Express		1002 - Cash - Signature 1500570489	603.00		7,472.73
Check	09/15/2014			Delta		1002 - Cash - Signature 1500570489	1,376.10		8,850.83
Check	09/15/2014			Travel Agency Fee		1002 - Cash - Signature 1500570489	50.00		8,900.83
Check	09/17/2014			Palms Place Front Delas V...		1002 - Cash - Signature 1500570489	217.67		9,118.50
Check	10/06/2014			American Express		1002 - Cash - Signature 1500570489	631.00		9,749.50
Check	10/09/2014			JFK Peets		1002 - Cash - Signature 1500570489	10.33		9,759.83
Check	10/10/2014			Leone Café		1002 - Cash - Signature 1500570489	17.03		9,776.86
Check	10/12/2014			Palms Casino Resort		1002 - Cash - Signature 1500570489	820.66		10,597.52
Check	10/12/2014			Brio Summerlin		1002 - Cash - Signature 1500570489	72.52		10,670.04
Check	10/12/2014			Cantina Laredo		1002 - Cash - Signature 1500570489	14.41		10,684.45
Check	10/12/2014			Leone Café		1002 - Cash - Signature 1500570489	13.51		10,697.96
Check	10/13/2014			Leone Café		1002 - Cash - Signature 1500570489	13.51		10,711.47
Check	10/14/2014			Leone Café		1002 - Cash - Signature 1500570489	4.86		10,716.33
Check	10/14/2014			Starbucks		1002 - Cash - Signature 1500570489	4.27		10,720.60
Check	10/14/2014			Leone Café		1002 - Cash - Signature 1500570489	13.51		10,734.11
Check	10/14/2014			Capriotti's Sandwiches		1002 - Cash - Signature 1500570489	24.07		10,758.18
Check	10/14/2014			Capriotti's Sandwiches		1002 - Cash - Signature 1500570489	18.29		10,776.47
Check	10/15/2014			Triple George Grill		1002 - Cash - Signature 1500570489	63.02		10,839.49
Check	10/15/2014			Kona Grill		1002 - Cash - Signature 1500570489	28.50		10,867.99
Check	10/15/2014			Douglas Parking LLC		1002 - Cash - Signature 1500570489	20.00		10,887.99
Check	10/15/2014			Leone Café		1002 - Cash - Signature 1500570489	13.51		10,901.50
Check	10/15/2014			Leone Café		1002 - Cash - Signature 1500570489	4.86		10,906.36
Check	10/16/2014			Town Center Coffee		1002 - Cash - Signature 1500570489	7.12		10,913.48
Check	10/16/2014			Leone Café		1002 - Cash - Signature 1500570489	12.16		10,925.64
Check	10/16/2014			Daily Kitchen		1002 - Cash - Signature 1500570489	3.78		10,929.42
Check	10/17/2014			Shell Oil		1002 - Cash - Signature 1500570489	27.11		10,956.53
Check	10/17/2014			Leone Café		1002 - Cash - Signature 1500570489	18.92		10,975.45
Check	10/17/2014			Honey Salt		1002 - Cash - Signature 1500570489	66.29		11,041.74

CONFIDENTIAL INFORMATION

SPZ000906

RICHO0162

2:32 PM
11/16/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2014

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	10/18/2014			JW Marriott		1002 - Cash - Signature 1500570489	415.53		11,457.27
Check	10/18/2014			GoGo Air		1002 - Cash - Signature 1500570489	20.00		11,477.27
Check	10/18/2014			Hertz		1002 - Cash - Signature 1500570489	509.69		11,986.96
Check	10/18/2014			Starbucks		1002 - Cash - Signature 1500570489	5.83		11,982.79
Check	10/18/2014			Taxi		1002 - Cash - Signature 1500570489	72.16		12,084.95
Check	10/18/2014			GoGo Air		1002 - Cash - Signature 1500570489	20.00		12,084.95
Check	10/18/2014			Red Mango		1002 - Cash - Signature 1500570489	6.91		12,091.86
Check	10/22/2014	303		CASH		1002 - Cash - Signature 1500570489	27.60		12,119.46
Total Travel							12,119.46	0.00	12,119.46
5000 - RMI EXPENSES									
General & Administrative									
Check	03/20/2014			Deluxe Business Checks		1002 - Cash - Signature 1500570489	141.47		0.00
Check	04/17/2014			Dynamex		1002 - Cash - Signature 1500570489	10.05		141.47
Check	09/22/2014			Kinkos		1002 - Cash - Signature 1500570489	122.59		151.52
Check	09/24/2014			Kinkos		1002 - Cash - Signature 1500570489	133.52		274.11
Check	10/11/2014			FedEx		1002 - Cash - Signature 1500570489	104.97		407.63
Check	11/19/2014			USPS		1002 - Cash - Signature 1500570489	19.99		512.80
General Journal	12/31/2014	y/e1214-1	*		to write off erroneou balances	1016 - Valley National Bank	4,142.40		532.59
Total General & Administrative							4,674.99	0.00	4,674.99
Interest Exp									
General Journal	12/31/2014	y/e1214-4	*		to reclassify interest payments per schedule	2154 - Valley National Bank Loan	15,267.80		0.00
General Journal	12/31/2014	y/e1214-5	*		to record payments made by barnet	2154 - Valley National Bank Loan	24,808.36		15,267.80
General Journal	12/31/2014	y/e1214-6	*		to record vnb payments made at closing	-SPLIT-	6,090.73		40,076.16
General Journal	12/31/2014	y/e1214-8	*		to record payments made by David Mitchell	-SPLIT-	2,484.81		46,166.89
Total Interest Exp							48,651.70	0.00	48,651.70
5350 - Property taxes									
General Journal	12/31/2014	y/e1214-9	*		to record per closing statement	Contribution	8,874.95		0.00
Total 5350 - Property taxes							8,874.95	0.00	8,874.95
Total 5000 - RMI EXPENSES							62,201.64	0.00	62,201.64
6120 - Bank Service Charges									
Check	01/15/2014			SIGNATURE BANK		1002 - Cash - Signature 1500570489	25.00		0.00
Check	04/22/2014			SIGNATURE BANK		1002 - Cash - Signature 1500570489	50.00		25.00
Check	04/30/2014			SIGNATURE BANK		1002 - Cash - Signature 1500570489	20.09		75.00
Check	09/03/2014			SIGNATURE BANK		1002 - Cash - Signature 1500570489	25.00		95.09
Check	10/07/2014			SIGNATURE BANK		1002 - Cash - Signature 1500570489	25.00		120.09
Check	10/16/2014			SIGNATURE BANK		1002 - Cash - Signature 1500570489	25.00		145.09
Check	10/28/2014			SIGNATURE BANK		1002 - Cash - Signature 1500570489	25.00		170.09
Total 6120 - Bank Service Charges							195.09	0.00	195.09
6265 - Filing Fees									
Check	05/01/2014	3004		Corporation Services Com...		1002 - Cash - Signature 1500570489	374.68		0.00
Check	06/18/2014			Delaware Secretary Of State		1002 - Cash - Signature 1500570489	300.00		374.68
Check	06/18/2014	1321		Delaware Secretary Of State		1002 - Cash - Signature 1500570489	1,593.00		674.68
Check	07/28/2014			Delaware Secretary Of State		1002 - Cash - Signature 1500570489	463.50		2,267.68
Check	08/29/2014	3025		Nevada Secretary of State		1002 - Cash - Signature 1500570489	100.00		2,731.16
Check	08/29/2014	3024		Nevada Secretary of State		1002 - Cash - Signature 1500570489	125.00		2,831.16
Check	08/29/2014	3016		Nevada Secretary of State		1002 - Cash - Signature 1500570489	3,000.00		2,956.16
Check	08/29/2014			Nevada Secretary of State		1002 - Cash - Signature 1500570489	50.00		5,956.16
Total 6265 - Filing Fees							6,006.18	0.00	6,006.16

RICHO0163

CONFIDENTIAL INFORMATION

SPZ000907

Page 8

50028-0163
Case No.: A-16

RA 008737

2:32 PM
11/16/16
Cash Basis

**Las Vegas Land Partners
General Ledger
As of December 31, 2014**

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
6270 - Professional Fees									
Check	01/15/2014			Zev E. Kaplan, Ltd.		1002 · Cash - Signature 1500570489	2,000.00		2,000.00
Check	02/18/2014	1318		Gibbs, Giden, Locher et al		1002 · Cash - Signature 1500570489	5,000.00		7,000.00
Check	04/29/2014	3006		Thompson Coburn LLP		1002 · Cash - Signature 1500570489	2,000.00		9,000.00
Check	04/29/2014	3009		Poli & Ball, P.L.C.		1002 · Cash - Signature 1500570489	2,559.02		11,559.02
Check	04/29/2014	3003		Gibbs, Giden, Locher et al		1002 · Cash - Signature 1500570489	6,185.03		17,744.05
Check	04/29/2014	3005		Province, Inc.		1002 · Cash - Signature 1500570489	10,000.00		27,744.05
Check	04/29/2014	3007		Poli & Ball, P.L.C.		1002 · Cash - Signature 1500570489	10,000.00		37,744.05
Check	05/30/2014			Gibbs, Giden, Locher et al		1002 · Cash - Signature 1500570489	15,000.00		52,744.05
Check	06/13/2014	3011		Thompson Coburn LLP		1002 · Cash - Signature 1500570489	8,962.26		61,706.31
Check	07/02/2014	3017		Katsky Korins LLP		1002 · Cash - Signature 1500570489	284.00		61,990.31
Check	07/02/2014	3018		Katsky Korins LLP		1002 · Cash - Signature 1500570489	441.10		62,431.41
Check	07/06/2014	3020		Gibbs, Giden, Locher et al		1002 · Cash - Signature 1500570489	25,000.00		87,431.41
Check	07/20/2014			Thompson Coburn LLP		1002 · Cash - Signature 1500570489	6,719.60		94,151.01
Check	07/30/2014			Gibbs, Giden, Locher et al		1002 · Cash - Signature 1500570489	15,000.00		109,151.01
Check	08/19/2014			Kolesar & Leatham		1002 · Cash - Signature 1500570489	55,000.00		164,151.01
Check	08/19/2014	3023		Thompson Coburn LLP		1002 · Cash - Signature 1500570489	6,719.60		170,870.61
Check	08/02/2014	3019		Soozi Jones Walker, Inc.		1002 · Cash - Signature 1500570489	1,200.00		172,070.61
Check	08/08/2014			Kolesar & Leatham		1002 · Cash - Signature 1500570489	25,000.00		197,070.61
Check	08/24/2014			Province, Inc.		1002 · Cash - Signature 1500570489	5,000.00		202,070.61
Check	09/24/2014			Province, Inc.		1002 · Cash - Signature 1500570489	523.50		202,594.11
Check	09/30/2014			Kolesar & Leatham		1002 · Cash - Signature 1500570489	30,000.00		232,594.11
Check	10/06/2014	3027		Veritex		1002 · Cash - Signature 1500570489	280.00		232,854.11
Check	10/17/2014			Kolesar & Leatham		1002 · Cash - Signature 1500570489	21,000.00		253,854.11
Check	10/21/2014	3028		SKE Group, LLC		1002 · Cash - Signature 1500570489	4,925.00		258,779.11
Check	10/21/2014	3013		Law Offices of Steven Pars...		1002 · Cash - Signature 1500570489	468.75		259,247.86
Check	10/27/2014	3010		Soozi Jones Walker, Inc.		1002 · Cash - Signature 1500570489	1,475.00		260,722.86
Check	10/28/2014	3031		Law Offices of Steven Pars...		1002 · Cash - Signature 1500570489	468.75		261,191.61
Check	10/28/2014			Kolesar & Leatham		1002 · Cash - Signature 1500570489	50,000.00		311,191.61
Check	11/04/2014			Kolesar & Leatham		1002 · Cash - Signature 1500570489	30,000.00		341,191.61
Check	11/12/2014	3032		Province, Inc.		1002 · Cash - Signature 1500570489	9,858.00		351,049.61
Check	11/13/2014	3033		Thompson Coburn LLP		1002 · Cash - Signature 1500570489	15,844.24		366,893.85
Check	11/17/2014	2021		Katsky Korins LLP		1002 · Cash - Signature 1500570489	166,407.32		533,301.17
Check	11/17/2014			Kolesar & Leatham		1002 · Cash - Signature 1500570489	17,774.31		551,075.48
Check	12/01/2014			Kolesar & Leatham		1002 · Cash - Signature 1500570489	55,000.00		606,075.48
Check	12/08/2014			Kolesar & Leatham		1002 · Cash - Signature 1500570489	30,000.00		636,075.48
Check	12/08/2014	3021		Thompson Coburn LLP		1002 · Cash - Signature 1500570489	17,902.48		653,977.96
Check	12/19/2014	3036		Gibbs, Giden, Locher et al		1002 · Cash - Signature 1500570489	20,000.00		673,977.96
Total 6270 - Professional Fees							673,977.96	0.00	673,977.96
Heartland Settlement									
Check	08/21/2014			HEARTLAND BANK		1002 · Cash - Signature 1500570489	500,000.00		500,000.00
Check	08/16/2014			HEARTLAND BANK		1002 · Cash - Signature 1500570489	21,368.65		521,368.65
Check	10/01/2014			HEARTLAND BANK		1002 · Cash - Signature 1500570489	2,083.25		523,451.90
Check	11/12/2014			HEARTLAND BANK		1002 · Cash - Signature 1500570489	2,083.25		525,535.15
Check	11/13/2014			HEARTLAND BANK		1002 · Cash - Signature 1500570489	2,083.25		527,618.40
Check	11/18/2014			HEARTLAND BANK		1002 · Cash - Signature 1500570489	499.98		528,118.38
Check	11/21/2014			HEARTLAND BANK		1002 · Cash - Signature 1500570489	751,466.61		1,279,584.99
General Journal	12/31/2014	y/e1214-2	*		to reclassify personal guarantee payment	Contribution		1,279,584.99	0.00
Total Heartland Settlement							1,279,584.99	1,279,584.99	0.00
Sale of Leash Property									
Basis									
General Journal	12/31/2014	y/e1214-3	*		to reclassify basis of property sold	1500 · Property Investment	2,521,580.00		2,521,580.00
Total Basis							2,521,580.00	0.00	2,521,580.00
Leash Closing Costs									
General Journal	12/31/2014	y/e1214-9	*		to record per closing statement	Contribution	34,467.00		34,467.00
Total Leash Closing Costs							34,467.00	0.00	34,467.00

RICH00164

CONFIDENTIAL INFORMATION

SPZ000908

Page 9

50028-0164
Case No.: A-16

RA 008738

2:32 PM
 11/16/15
 Cash Basis

Las Vegas Land Partners
General Ledger
 As of December 31, 2014

Type	Date	Num	Adj	Name	Memo	SpRt	Debit	Credit	Balance
Sale of Leah Property - Other									
Deposit	12/24/2014			Barnet Leiberman	Deposit	1002 - Cash - Signature 1500570489		250,000.00	-250,000.00
General Journal	12/31/2014	y/e1214-6	*		to record vrb payments made at closing	Interest Exp		114,723.58	-364,723.58
General Journal	12/31/2014	y/e1214-9	*		to record per closing statement	Contribution		635,276.42	-1,000,000.00
Total Sale of Leah Property - Other							0.00	1,000,000.00	-1,000,000.00
Total Sale of Leah Property									
							2,566,047.00	1,000,000.00	1,566,047.00
7000 - Inc/Loss from FCLW Vegas									
General Journal	12/31/2014	y/e1214-7	*		to record 2013 and 2014 k-1	-SPLIT-	172,723.00		172,723.00
General Journal	12/31/2014	y/e1214-7	*		to record 2013 and 2014 k-1	7000 - Inc/Loss from FCLW Vegas	84,814.00		257,537.00
Total 7000 - Inc/Loss from FCLW Vegas							257,537.00	0.00	257,537.00
TOTAL							11,444,231.60	11,444,231.60	0.00

RICHO0165

CONFIDENTIAL INFORMATION

SPZ000909 Page 10

50028-0165
 Case No.: A-16

RA 008739

	<u>Previous Balance</u>	<u>Debit/Credit</u>	<u>Ending Balance</u>
1/13/11 NY Mellon Bank		44.84	44.84
1/20/11 David Mitchell	44.84	7,000.00	7,044.84
1/20/11 Leah Property	7,044.84	-10,656.25	-3,611.41
1/21/11 Wire Fee	-3,611.41	-25.00	-3,636.41
1/24/11 Aquarius	-3,636.41	8,000.00	4,363.59
1/31/11 David Mitchell	4,363.59	250,000.00	254,363.59
1/31/11 Signature Bank	254,363.59	-250,000.00	4,363.59
1/31/11 American Express	4,363.59	-201.00	4,162.59
2/2/11 Signature Bank	4,162.59	-5,557.29	-1,394.70
2/3/11 NY Mellon Bank	-1,394.70	44.84	-1,349.86
2/18/11 David Mitchell	-1,349.86	7,000.00	5,650.14
2/18/11 Esquire	5,650.14	-673.50	4,976.64
2/18/11 Province	4,976.64	-8,800.00	-3,823.36
2/24/11 Aquarius	-3,823.36	8,500.00	4,676.64
2/24/11 American Express	4,676.64	-500.00	4,176.64
2/25/11 David Mitchell	4,176.64	3,000.00	7,176.64
2/25/11 Leah Property	7,176.64	-11,000.00	-3,823.36
3/3/11 NY Mellon Bank	-3,823.36	44.84	-3,778.52
3/17/11 David Mitchell	-3,778.52	60,000.00	56,221.48
3/17/11 Signature Bank	56,221.48	-60,000.00	-3,778.52
3/21/11 David Mitchell	-3,778.52	60,000.00	56,221.48
3/21/11 Signature Bank	56,221.48	-50,000.00	6,221.48
3/21/11 Leah Property	6,221.48	-9,625.00	-3,403.52
3/21/11 Wire Fee	-3,403.52	-25.00	-3,428.52
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3/23/11 David Mitchell	-23,428.52	20,000.00	-3,428.52
3/23/11 Aquarius	-3,428.52	9,000.00	5,571.48
3/25/11 David Mitchell	5,571.48	21,000.00	26,571.48
3/25/11 Signature Bank	26,571.48	-21,088.54	5,482.94
3/25/11 American Express	5,482.94	-1,000.00	4,482.94
3/31/11 NY Mellon Bank	4,482.94	44.84	4,527.78
4/18/11 Barnet Liberman	4,527.78	125,000.00	129,527.78
4/18/11 Signature Bank	129,527.78	-125,000.00	4,527.78
4/22/11 Aquarius	4,527.78	8,500.00	13,027.78
4/25/11 David Mitchell	13,027.78	130,000.00	143,027.78
4/25/11 Signature Bank	143,027.78	-130,614.59	12,413.19
5/2/11 American Express	12,413.19	-2,000.00	10,413.19
5/4/11 Signature Bank	10,413.19	-4,375.00	6,038.19
5/4/11 NY Mellon Bank	6,038.19	44.84	6,083.03
5/24/11 Aquarius	6,083.03	10,000.00	16,083.03
5/25/11 American Express	16,083.03	-1,000.00	15,083.03
5/25/11 Leah Property	15,083.03	-11,000.00	4,083.03
5/28/11 David Mitchell	4,083.03	3,000.00	7,083.03
5/27/11 Signature Bank	7,083.03	-25.00	7,058.03
5/27/11 David Mitchell	7,058.03	6,000.00	13,058.03
6/2/11 NY Mellon Bank	13,058.03	44.84	13,102.87
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6/7/11 Barnet Liberman	3,102.87	2,000.00	5,102.87
6/7/11 David Mitchell	5,102.87	5,000.00	10,102.87
6/7/11 Signature Bank	10,102.87	-4,520.83	5,582.04
6/8/11 Depo International LLC	5,582.04	-5,867.38	-285.34

CONFIDENTIAL INFORMATION

MIT000734

RICH00166

50028-0166
Case No.: A-16

RA 008740

6/15/11	SKE Group	-285.34	-3,000.00	-3,285.34
6/16/11	David Mitchell	-3,285.34	10,000.00	6,714.66
6/16/11	Leah Property	6,714.66	-9,831.25	-3,116.59
6/24/11	Aquarius	-3,116.59	10,000.00	6,883.41
6/27/11	American Express	6,883.41	-500.00	6,383.41
7/12/11	Depo International LLC	6,383.41	-2,832.15	3,551.26
7/12/11	RL&F	3,551.26	-420.00	3,131.26
7/12/11	RL&F	3,131.26	-420.00	2,711.26
7/13/11	NY Mellon Bank	2,711.26	44.84	2,756.10
7/20/11	Delaware Taxes	2,756.10	-1,008.00	1,748.10
7/20/11	Delaware Taxes	1,748.10	-1,008.00	740.10
7/22/11	American Express	740.10	-300.00	440.10
7/25/11	Barnet Liberman	440.10	4,000.00	4,440.10
7/26/11	Aquarius	4,440.10	10,000.00	14,440.10
7/29/11	Leah Property	14,440.10	-9,562.50	4,877.60
7/29/11	Barnet Liberman	4,877.60	7,000.00	11,877.60
8/1/11	David Mitchell	11,877.60	5,000.00	16,877.60
8/2/11	NY Mellon Bank	-3,122.40	44.84	-3,077.56
8/23/11	American Express	-3,077.56	-250.00	-3,327.56
8/24/11	Aquarius	-3,327.56	10,000.00	6,672.44
8/29/11	Leah Property	6,672.44	-9,881.25	-3,208.81
8/29/11	Wire Fee	-3,208.81	-25.00	-3,233.81
9/6/11	NY Mellon Bank	-3,233.81	44.84	-3,188.97
9/15/11	David Mitchell	-3,188.97	7,500.00	4,311.03
9/15/11	SKE Group	4,311.03	-7,500.00	-3,188.97
9/15/11	Ara Shirinlan	-3,188.97	-1,800.00	-4,988.97
9/23/11	David Mitchell	-4,988.97	15,000.00	10,011.03
9/23/11	Santoro Driggs	10,011.03	-15,000.00	-4,988.97
9/23/11	Aquarius	-4,988.97	10,000.00	5,011.03
9/27/11	American Express	5,011.03	-1,000.00	4,011.03
9/28/11	David Mitchell	4,011.03	19,000.00	23,011.03
9/28/11	Signature Bank	23,011.03	-28,000.00	-4,988.97
9/30/11	David Mitchell	-4,988.97	600.00	-4,388.97
10/5/11	NY Mellon Bank	-4,388.97	44.84	-4,344.13
10/6/11	David Mitchell	-4,344.13	9,881.25	5,537.12
10/6/11	Leah Property	5,537.12	-9,881.25	-4,344.13
10/14/11	Barnet Liberman	-4,344.13	1,800.00	-2,544.13
10/18/11	David Mitchell	-2,544.13	-600.00	-3,144.13
10/24/11	Aquarius	-3,144.13	9,500.00	6,355.87
10/28/11	American Express	6,355.87	-500.00	5,855.87
11/2/11	Signature Bank	5,855.87	-4,312.50	1,543.37
11/7/11	NY Mellon Bank	1,543.37	44.84	1,588.21
11/8/11	David Mitchell	1,588.21	15,000.00	16,588.21
11/23/11	Aquarius	-3,411.79	5,000.00	1,588.21
11/28/11	American Express	1,588.21	-300.00	1,288.21
11/28/11	David Mitchell	1,288.21	-3,000.00	-1,711.79
11/30/11	David Mitchell	-1,711.79	3,000.00	1,288.21
12/1/11	Aquarius	1,288.21	3,000.00	4,288.21
12/2/11	Leah Property	4,288.21	-5,000.00	-711.79
12/2/11	David Mitchell	-711.79	1,000.00	288.21
12/3/11	Signature Bank	288.21	-4,375.00	-4,086.79

CONFIDENTIAL INFORMATION

MIT000735

RICH00167

50028-0167
Case No.: A-16

RA 008741

12/5/11 Signature Bank	-4,086.79	-25.00	-4,111.79
12/21/11 David Mitchell	-4,111.79	1,500.00	-2,611.79
12/22/11 American Express	-2,611.79	-188.00	-2,799.79
12/27/11 Aquarius	-2,799.79	10,000.00	7,200.21
1/3/12 Barnet Liberman	7,200.21	-4,700.00	2,500.21
1/4/12 NY Mellon Bank	2,500.21	46.20	2,546.41
1/9/12 Soozie Jones Walker, Inc.	2,546.41	-1,400.00	1,146.41
1/10/12 American Express	1,146.41	-197.00	949.41
1/13/12 Signature	949.41	-5,000.00	-4,050.59
1/13/12 Aquarius	-4,050.59	8,000.00	3,949.41
1/17/12 Signature	3,949.41	5,000.00	8,949.41
1/18/12 Valley National Bank	8,949.41	-11,000.00	-2,050.59
1/18/12 American Express	-2,050.59	-1,000.00	-3,050.59
2/2/12 NY Mellon Bank	-3,050.59	46.20	-3,004.39
2/10/12 David Mitchell	-3,004.39	9,881.25	6,876.86
2/10/12 Valley National Bank	6,876.86	-9,881.25	-3,004.39
2/10/12 Aquarius	-3,004.39	10,000.00	6,995.61
2/15/12 David Mitchell	6,995.61	50,000.00	56,995.61
2/15/12 Signature Bank	56,995.61	-50,000.00	6,995.61
2/16/12 David Mitchell	6,995.61	5,641.41	12,637.02
2/16/12 Signature Bank	12,637.02	-6,710.00	5,927.02
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2/27/12 American Express	-4,072.98	-235.00	-4,307.98
3/5/12 NY Mellon Bank	-4,307.98	46.20	-4,261.78
3/6/12 Aquarius	-4,261.78	7,000.00	2,738.22
3/14/12 Aquarius	2,738.22	3,000.00	5,738.22
3/14/12 Valley National Bank	5,738.22	-3,262.05	2,476.17
3/16/12 Signature Bank	2,476.17	-6,000.00	-3,523.83
3/28/12 American Express	-3,523.83	-233.00	-3,756.83
3/30/12 NY Mellon Bank	-3,756.83	46.20	-3,710.63
4/2/12 SKE Group	-3,710.63	-500.00	-4,210.63
4/6/12 Aquarius	-4,210.63	8,000.00	3,789.37
4/6/12 Signature Bank	3,789.37	-1,249.86	2,539.51
4/7/12 Valley National Bank	2,539.51	-3,262.05	-722.54
4/18/12 Valley National Bank	-722.54	-438.11	-1,160.65
4/25/12 American Express	-1,160.65	-304.00	-1,464.65
5/2/12 Signature Bank	-1,464.65	-2,977.27	-4,441.92
5/2/12 Aquarius	-4,441.92	5,000.00	558.08
5/2/12 NY Mellon Bank	558.08	46.20	604.28
5/3/12 Signature Bank	604.28	-1,975.27	-1,370.99
5/14/12 Aquarius	-1,370.99	2,000.00	629.01
5/21/12 Valley National Bank	629.01	-4,376.40	-3,747.39
5/28/12 American Express	-3,747.39	-311.00	-4,058.39
6/5/12 Aquarius	-4,058.39	5,000.00	941.61
6/6/12 Signature Bank	941.61	-5,117.62	-4,176.01
6/8/12 NY Mellon Bank	-4,176.01	46.20	-4,129.81
6/21/12 David Mitchell	-4,129.81	5,000.00	870.19
6/25/12 David Mitchell	870.19	4,622.28	5,492.47
6/28/12 Valley National Bank	5,492.47	-4,522.28	970.19
7/2/12 SKE Group	970.19	-5,000.00	-4,029.81
7/3/12 Aquarius	-4,029.81	6,000.00	1,970.19
7/3/12 American Express	1,970.19	-309.00	1,661.19
7/5/12 NY Mellon Bank	1,661.19	46.20	1,707.39

CONFIDENTIAL INFORMATION

MIT000736

RICH00168

50028-0168
Case No.: A-16

RA 008742

7/16/12 David Mitchell	1,707.39	200,000.00	201,707.39
7/17/12 Signature Bank	201,707.39	-200,000.00	1,707.39
7/20/12 David Mitchell	1,707.39	4,952.54	6,659.93
7/20/12 Signature Bank	6,659.93	-4,952.54	1,707.39
7/28/12 American Express	1,707.39	-372.00	1,335.39
7/31/12 Valley National Bank	1,335.39	-4,376.40	-3,041.01
8/3/12 NY Mellon Bank	-3,041.01	46.20	-2,994.81
8/24/12 American Express	-2,994.81	-339.00	-3,333.81
8/28/12 David Mitchell	-3,333.81	50,000.00	46,666.19
8/28/12 Signature Bank	46,666.19	-50,000.00	-3,333.81
9/7/12 David Mitchell	-3,333.81	5,300.00	1,966.19
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9/11/12 NY Mellon Bank	-3,333.81	46.20	-3,287.61
9/24/12 David Mitchell	-3,287.61	5,300.00	2,012.39
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10/1/12 American Express	-3,287.61	-335.00	-3,622.61
10/3/12 NY Mellon Bank	-3,622.61	46.20	-3,576.41
10/25/12 David Mitchell	-3,576.41	338.00	-3,238.41
10/29/12 David Mitchell	-3,238.41	5,300.00	2,061.59
10/30/12 American Express	2,061.59	-338.00	1,723.59
11/2/12 David Mitchell	1,723.59	4,522.28	6,245.87
11/2/12 Valley National Bank	6,245.87	-4,522.28	1,723.59
11/8/12 NY Mellon Bank	1,723.59	46.20	1,769.79
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11/21/12 David Mitchell	-3,530.21	200,000.00	196,469.79
11/21/12 Signature Bank	196,469.79	-200,000.00	-3,530.21
11/28/12 New York Department of State	-3,530.21	-250.00	-3,780.21
11/28/12 New York Department of State	-3,780.21	-250.00	-4,030.21
11/28/12 American Express	-4,030.21	-338.00	-4,368.21
11/30/12 David Mitchell	-4,368.21	5,300.00	931.79
12/3/12 David Mitchell	931.79	4,376.40	5,308.19
12/3/12 Valley National Bank	5,308.19	-4,376.40	931.79
12/6/12 David Mitchell	931.79	11,500.00	12,431.79
12/6/12 Signature Bank	12,431.79	-11,500.00	931.79
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12/11/12 NY Mellon Bank	-4,368.21	46.20	-4,322.01
12/13/12 David Mitchell	-4,322.01	8,240.00	3,917.99
12/18/12 United States Treasury	3,917.99	-390.00	3,527.99
12/19/12 Commissioner of Taxation and	3,527.99	-100.00	3,427.99
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12/27/12 American Express	-1,872.01	-418.00	-2,290.01
12/31/12 David Mitchell	-2,290.01	4,376.40	2,086.39
1/2/13 Valley National Bank	2,086.39	-4,376.40	-2,290.01
1/7/13 NY Mellon Bank	-2,290.01	48.79	-2,241.22
1/9/13 David Mitchell	-2,241.22	1,644.86	-596.36
1/9/13 Signature Bank	-596.36	-1,644.86	-2,241.22
1/11/13 SKE Group	-2,241.22	-2,000.00	-4,241.22
1/18/13 David Mitchell	-4,241.22	5,750.00	1,508.78
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1/24/13 American Express	-3,791.22	-419.00	-4,210.22
1/25/13 Valley National Bank	-4,210.22	-4,522.28	-8,732.50
1/28/13 David Mitchell	-8,732.50	4,522.28	-4,210.22
2/4/13 David Mitchell	-4,210.22	2,200.00	-2,010.22

CONFIDENTIAL INFORMATION

MIT000737

RICH00169

50028-0169
Case No.: A-16

RA 008743

2/8/13 David Mitchell	-2,010.22	1,833.11	-177.11
2/8/13 Signature Bank	-177.11	-1,833.11	-2,010.22
2/14/13 NY Mellon Bank	-2,010.22	48.98	-1,961.24
2/20/13 Valley National Bank	-1,961.24	-4,522.28	-6,483.52
2/21/13 David Mitchell	-6,483.52	10,487.28	4,003.76
3/1/13 American Express	4,003.76	-665.00	3,338.76
3/7/13 Cotton, Driggs, Et Al	3,338.76	-5,300.00	-1,961.24
3/8/13 Signature Bank	-1,961.24	-1,655.71	-3,616.95
3/13/13 NY Mellon Bank	-3,616.95	48.98	-3,567.97
3/28/13 American Express	-3,567.97	-601.00	-4,168.97
3/28/13 David Mitchell	-4,168.97	15,050.00	10,881.03
4/1/13 Valley National Bank	10,881.03	-4,084.64	6,796.39
4/2/13 David Mitchell	6,796.39	4,084.64	10,881.03
4/4/13 David Mitchell	10,881.03	1,833.10	12,714.13
4/4/13 Signature Bank	12,714.13	-1,833.10	10,881.03
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4/8/13 SKE Group LLC	5,581.03	-9,750.00	-4,168.97
4/10/13 NY Mellon Bank	-4,168.97	48.98	-4,119.99
4/12/13 David Mitchell	-4,119.99	18,639.97	14,519.98
4/4/13 Delaware Secretary of State	14,519.98	-16.98	14,503.00
4/18/13 Clark County Treasurer	14,503.00	-1,163.63	13,339.37
4/18/13 Clark County Treasurer	13,339.37	-1,658.26	11,681.11
4/18/13 Clark County Treasurer	11,681.11	-1,658.26	10,022.85
4/18/13 Clark County Treasurer	10,022.85	-1,948.84	8,074.01
4/24/13 David Mitchell	8,074.01	50,000.00	58,074.01
4/25/13 Valley National Bank	58,074.01	-50,000.00	8,074.01
4/28/13 American Express	8,074.01	-633.00	7,441.01
4/29/13 Clark County Treasurer	7,441.01	-4,522.28	2,918.73
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5/6/13 David Mitchell	-2,381.27	1,773.98	-607.29
5/6/13 Signature Bank	-607.29	-1,773.98	-2,381.27
5/6/13 David Mitchell	-2,381.27	10,000.00	7,618.73
5/6/13 Poli & Ball, P.L.C.	7,618.73	-10,000.00	-2,381.27
5/7/13 NY Mellon Bank	-2,381.27	48.98	-2,332.29
5/9/13 Signature Bank	-2,332.29	-15.00	-2,347.29
5/20/13 David Mitchell	-2,347.29	10,284.40	7,937.11
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5/28/13 Valley National Bank	2,637.11	-4,376.40	-1,739.29
5/28/13 American Express	-1,739.29	-608.00	-2,347.29
5/28/13 David Mitchell	-2,347.29	5,000.00	2,652.71
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6/9/13 NY Mellon Bank	-2,347.29	48.98	-2,298.31
6/11/13 David Mitchell	-2,298.31	6,709.06	4,410.75
6/11/13 Signature Bank	4,410.75	-1,833.10	2,577.65
6/14/13 Valley National Bank	2,577.65	-4,231.96	-1,654.31
6/28/13 American Express	-1,654.31	-644.00	-2,298.31
7/9/13 David Mitchell	-2,298.31	1,773.98	-524.33
7/9/13 Signature Bank	-524.33	-1,773.98	-2,298.31
7/9/13 NY Mellon Bank	-2,298.31	48.98	-2,249.33
7/12/13 David Mitchell	-2,249.33	19,044.73	16,795.40
7/16/13 Valley National Bank	16,795.40	-4,147.20	12,648.20
7/18/13 Thompson Coburn LLP	12,648.20	-4,621.72	8,026.48
7/24/13 Poli & Ball, P.L.C.	8,026.48	-9,694.81	-1,668.33

CONFIDENTIAL INFORMATION

MIT000738

RICH00170

50028-0170
Case No.: A-16

RA 008744

7/29/13 American Express	-1,668.33	-581.00	-2,249.33
8/13/13 NY Mellon Bank	-2,249.33	48.98	-2,200.35
8/14/13 David Mitchell	-2,200.35	850.00	-1,350.35
8/16/13 David Mitchell	-1,350.35	250,000.00	248,649.65
8/16/13 Signature Bank	248,649.65	-250,000.00	-1,350.35
8/16/13 David Mitchell	-1,350.35	1,833.11	482.76
8/16/13 Signature Bank	482.76	-1,833.11	-1,350.35
8/16/13 David Mitchell	-1,350.35	4,285.44	2,935.09
8/16/13 David Mitchell	2,935.09	4,285.44	7,220.53
8/16/13 Valley National Bank	7,220.53	-4,285.44	2,935.09
8/16/13 David Mitchell	2,935.09	2,000.00	4,935.09
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8/27/13 David Mitchell	2,935.09	10,000.00	12,935.09
8/27/13 Poli & Ball, P.L.C.	12,935.09	-10,000.00	2,935.09
8/28/13 David Mitchell	2,935.09	568.00	3,503.09
8/28/13 American Express	3,503.09	-568.00	2,935.09
9/3/13 David Mitchell	2,935.09	20,596.75	23,531.84
9/6/13 NY Mellon Bank	23,531.84	48.98	23,580.82
9/10/13 David Mitchell	23,580.82	9,847.92	33,428.74
9/10/13 Sterling Law, LLC	33,428.74	-20,596.75	12,831.99
9/12/13 David Mitchell	12,831.99	918.17	13,750.16
9/12/13 Signature Bank	13,750.16	-918.17	12,831.99
9/17/13 SKE Group LLC	12,831.99	-4,750.00	8,081.99
9/17/13 Delaware Secretary of State	8,081.99	-477.00	7,604.99
9/17/13 Delaware Secretary of State	7,604.99	-477.00	7,127.99
9/17/13 Delaware Secretary of State	7,127.99	-477.00	6,650.99
9/19/13 Clark County Treasurer	6,650.99	-425.11	6,225.88
9/19/13 Clark County Treasurer	6,225.88	-359.87	5,866.01
9/19/13 Clark County Treasurer	5,866.01	-262.94	5,603.07
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9/30/13 Valley National Bank	5,603.07	-4,285.44	-882.37
9/30/13 David Mitchell	-882.37	50,000.00	49,317.63
9/30/13 David Mitchell	49,317.63	9.10	49,326.73
9/30/13 Dynamex	49,326.73	-9.10	49,317.63
10/2/13 Valley National Bank	49,317.63	-50,000.00	-882.37
10/2/13 Signature Bank	-882.37	-888.56	-1,570.93
10/2/13 David Mitchell	-1,570.93	888.56	-682.37
10/3/13 American Express	-682.37	-619.00	-1,301.37
10/4/13 NY Mellon Bank	-1,301.37	48.98	-1,252.39
10/10/13 David Mitchell	-1,252.39	13,174.61	11,922.22
10/11/13 David Mitchell	11,922.22	4,984.64	16,906.86
10/15/13 Glenda Shaw	16,906.86	-850.00	16,056.86
10/16/13 Poli & Ball, P.L.C.	16,056.86	-7,977.76	8,079.10
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10/17/13 Thompson Coburn LLP	8,079.10	-4,984.64	1,094.46
10/21/13 Valley National Bank	1,094.46	-4,147.20	-3,052.74
11/6/13 NY Mellon Bank	-3,052.74	48.98	-3,003.76
11/13/13 American Express	-3,003.76	-721.00	-3,724.76
11/13/13 David Mitchell	-3,724.76	36,865.20	33,140.44
11/19/13 Poli & Ball, P.L.C.	33,140.44	-26,252.10	6,888.34
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11/19/13 Signature Bank	6,888.34	-918.18	3,970.16
11/19/13 David Mitchell	3,970.16	918.18	4,888.34

CONFIDENTIAL INFORMATION

MIT000739

RICH00171

50028-0171
Case No.: A-16

RA 008745

11/20/13 Thompson Coburn LLP	4,888.34	-3,740.50	1,147.84
11/21/13 Valley National Bank	1,147.84	-4,048.60	-2,900.76
12/2/13 American Express	-2,900.76	-824.00	-3,724.76
12/4/13 NY Mellon Bank	-3,724.76	48.98	-3,675.78
12/5/13 David Mitchell	-3,675.78	23,905.75	20,229.97
12/6/13 David Mitchell	20,229.97	24,567.53	44,797.50
12/9/13 Signature Bank	44,797.50	-23,000.00	21,797.50
12/9/13 Signature Bank	21,797.50	-444.28	21,353.22
12/11/13 Valley National Bank	21,353.22	-3,918.00	17,435.22
12/11/13 Poli & Ball, P.L.C.	17,435.22	-14,924.03	2,511.19
12/11/13 Thompson Coburn LLP	2,511.19	-3,048.50	-537.31
12/19/13 David Mitchell	-537.31	50,000.00	49,462.69
12/19/13 Signature Bank	49,462.69	-50,000.00	-537.31
1/6/14 NY Mellon Bank	-537.31	50.46	-486.85
1/7/14 American Express	-486.85	-767.00	-1,253.85
1/9/14 Signature Bank	-1,253.85	-50.46	-1,304.31
1/14/14 Valley National Bank	-1,304.31	-4,048.60	-5,352.91
1/15/14 David Mitchell	-5,352.91	4,798.60	-554.31
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1/15/14 Signature Bank	-2,554.31	-25.00	-2,579.31
1/17/14 David Mitchell	-2,579.31	50,000.00	47,420.69
1/22/14 Valley National Bank	47,420.69	-50,000.00	-2,579.31
1/28/14 American Express	-2,579.31	-793.00	-3,372.31
2/6/14 NY Mellon Bank	-3,372.31	50.46	-3,321.85
2/18/14 David Mitchell	-3,321.85	5,702.00	2,380.15
2/18/14 Gibbs, Giden, Locher, Turnet, &	2,380.15	-5,000.00	-2,619.85
3/5/14 David Mitchell	-2,619.85	3,964.56	1,344.71
3/5/14 Valley National Bank	1,344.71	-3,964.56	-2,619.85
3/14/14 NY Mellon Bank	-2,619.85	50.46	-2,569.39
3/18/14 David Mitchell	-2,569.39	4,144.88	1,575.49
3/20/14 Deluxe Bus System	1,575.49	-141.47	1,434.02
3/21/14 Valley National Bank	1,434.02	-3,442.88	-2,008.86
3/25/14 American Express	-2,008.86	-1,409.00	-3,417.86
4/15/14 NY Mellon Bank	-3,417.86	50.46	-3,367.40
4/17/14 David Mitchell	-3,367.40	10.05	-3,357.35
4/17/14 Dynamex	-3,357.35	-10.05	-3,367.40
4/21/14 Valley National Bank	-3,367.40	-3,811.76	-7,179.16
4/21/14 Valley National Bank	-7,179.16	-50,000.00	-57,179.16
4/22/14 David Mitchell	-57,179.16	50,000.00	-7,179.16
4/22/14 Signature Bank	-7,179.16	-50.00	-7,229.16
4/23/14 David Mitchell	-7,229.16	3,811.75	-3,417.41
4/23/14 David Mitchell	-3,417.41	858.00	-2,559.41
4/23/14 American Airlines	-2,559.41	-858.00	-3,417.41
4/25/14 David Mitchell	-3,417.41	31,118.73	27,701.32
4/29/14 Thompson Coburn LLP	27,701.32	-2,000.00	25,701.32
4/29/14 Poli & Ball, P.L.C.	25,701.32	-2,559.02	23,142.30
4/29/14 Gibbs, Giden, Locher, Turnet, &	23,142.30	-6,185.03	16,957.27
4/29/14 Province, Inc.	16,957.27	-10,000.00	6,957.27
4/29/14 Poli & Ball, P.L.C.	6,957.27	-10,000.00	-3,042.73
4/30/14 Signature Bank	-3,042.73	-20.09	-3,062.82
5/1/14 Corporate Servicing Company	-3,062.82	-374.68	-3,437.50
5/7/14 David Mitchell	-3,437.50	1,361.00	-2,076.50
5/7/14 American Express	-2,076.50	-1,361.00	-3,437.50

CONFIDENTIAL INFORMATION

MIT000740

RICH00172

50028-0172
Case No.: A-16

RA 008746

5/15/14 NY Mellon Bank	-3,437.50	50.46	-3,387.04
5/26/14 Southwest Airlines	-3,387.04	-49.00	-3,436.04
5/26/14 David Mitchell	-3,436.04	49.00	-3,387.04
5/28/14 David Mitchell	-3,387.04	392.73	-2,994.31
5/28/14 Palms Place Front Delas Vega	-2,994.31	-392.73	-3,387.04
5/30/14 David Mitchell	-3,387.04	15,000.00	11,612.96
5/30/14 Gibbs, Giden, Locher, Turnet, &	11,612.96	-15,000.00	-3,387.04
6/5/14 David Mitchell	-3,387.04	9,598.26	6,211.22
6/13/14 NY Mellon Bank	6,211.22	50.46	6,261.68
6/13/14 Thompson Coburn LLP	6,261.68	-8,962.26	-2,700.58
6/16/14 David Mitchell	-2,700.58	4,593.00	1,892.42
6/18/14 David Mitchell	1,892.42	300.00	2,192.42
6/18/14 Delaware Corp Filing/Dover	2,192.42	-300.00	1,892.42
6/19/14 Delaware Secretary of State	1,892.42	-1,593.00	299.42
6/30/14 American Express	299.42	-636.00	-336.58
7/2/14 David Mitchell	-336.58	725.10	388.52
7/2/14 Katsky Korins LLP	388.52	-284.00	104.52
7/2/14 Katsky Korins LLP	104.52	-441.10	-336.58
7/6/14 David Mitchell	-336.58	25,000.00	24,663.42
7/6/14 Gibbs, Giden, Locher, Turnet, &	24,663.42	-25,000.00	-336.58
7/12/14 David Mitchell	-336.58	463.50	126.92
7/14/14 David Mitchell	126.92	604.00	730.92
7/15/14 NY Mellon Bank	730.92	50.46	781.38
7/20/14 David Mitchell	781.38	6,719.60	7,500.98
7/20/14 Thompson Coburn LLP	7,500.98	-6,719.60	781.38
7/28/14 Delaware Secretary of State	781.38	-463.50	317.88
7/29/14 American Express	317.88	-604.00	-286.12
7/30/14 David Mitchell	-286.12	15,000.00	14,713.88
7/30/14 Gibbs, Giden, Locher, Turnet, &	14,713.88	-15,000.00	-286.12
8/7/14 NY Mellon Bank	-286.12	50.46	-235.66
8/14/14 David Mitchell	-235.66	6,719.60	6,483.94
8/19/14 David Mitchell	6,483.94	55,000.00	61,483.94
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8/19/14 Thompson Coburn LLP	6,483.94	-6,719.60	-235.66
8/21/14 David Mitchell	-235.66	500,000.00	499,764.34
8/21/14 Heartland Bank	499,764.34	-500,000.00	-235.66
8/29/14 Nevada Secretary of State	-235.66	-100.00	-335.66
8/29/14 Nevada Secretary of State	-335.66	-125.00	-460.66
8/29/14 Nevada Secretary of State	-460.66	-3,000.00	-3,460.66
8/29/14 David Mitchell	-3,460.66	50.00	-3,410.66
8/29/14 NV Secretary	-3,410.66	-50.00	-3,460.66
9/2/14 Sooz Walker Jones	-3,460.66	-1,200.00	-4,660.66
9/3/14 David Mitchell	-4,660.66	1,803.00	-2,857.66
9/3/14 American Express	-2,857.66	-603.00	-3,460.66
9/3/14 Signature Bank	-3,460.66	-25.00	-3,485.66
9/8/14 David Mitchell	-3,485.66	25,000.00	21,514.34
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9/15/14 David Mitchell	-3,485.66	1,378.10	-2,107.56
9/15/14 Delta	-2,107.56	-1,378.10	-3,485.66
9/15/14 David Mitchell	-3,485.66	50.00	-3,435.66
9/15/14 Travel Agency Fee	-3,435.66	-50.00	-3,485.66
9/16/14 David Mitchell	-3,485.66	21,368.65	17,882.99
9/16/14 Heartland Bank	17,882.99	-21,368.65	-3,485.66

CONFIDENTIAL INFORMATION

MIT000741

RICH00173

50028-0173
Case No.: A-16

RA 008747

9/17/14 David Mitchell	-3,485.66	217.67	-3,267.99
9/17/14 Palms Palace	-3,267.99	-217.67	-3,485.66
9/18/14 NY Mellon Bank	-3,485.66	50.46	-3,435.20
9/22/14 David Mitchell	-3,435.20	122.59	-3,312.61
9/22/14 Kinkos	-3,312.61	-122.59	-3,435.20
9/24/14 David Mitchell	-3,435.20	260.00	-3,175.20
9/24/14 David Mitchell	-3,175.20	5,000.00	1,824.80
9/24/14 David Mitchell	1,824.80	523.50	2,348.30
9/24/14 Province, Inc.	2,348.30	-5,000.00	-2,651.70
9/24/14 Province, Inc.	-2,651.70	-523.50	-3,175.20
9/24/14 David Mitchell	-3,175.20	133.52	-3,041.68
9/24/14 Kinkos	-3,041.68	-133.52	-3,175.20
9/30/14 David Mitchell	-3,175.20	30,000.00	26,824.80
██████████	██████████	██████████	██████████
10/1/14 Heartland Bank	-3,175.20	-2,083.25	-5,258.45
10/1/14 David Mitchell	-5,258.45	2,083.25	-3,175.20
10/6/14 Veritex	-3,175.20	-260.00	-3,435.20
10/6/14 American Express	-3,435.20	-631.00	-4,066.20
10/7/14 Signature Bank	-4,066.20	-25.00	-4,091.20
10/8/14 NY Mellon Bank	-4,091.20	50.46	-4,040.74
10/9/14 David Mitchell	-4,040.74	656.00	-3,384.74
10/9/14 David Mitchell	-3,384.74	10.33	-3,374.41
10/9/14 JFK Peets	-3,374.41	-10.33	-3,384.74
10/10/14 David Mitchell	-3,384.74	17.03	-3,367.71
10/10/14 Leone Café	-3,367.71	-17.03	-3,384.74
10/11/14 David Mitchell	-3,384.74	104.97	-3,279.77
10/11/14 Fedex	-3,279.77	-104.97	-3,384.74
10/12/14 David Mitchell	-3,384.74	820.66	-2,564.08
10/12/14 Palms Casino Resort	-2,564.08	-820.66	-3,384.74
10/12/14 David Mitchell	-3,384.74	72.52	-3,312.22
10/12/14 Brio Summerlin	-3,312.22	-72.52	-3,384.74
10/12/14 David Mitchell	-3,384.74	14.41	-3,370.33
10/12/14 Cantina Laredo	-3,370.33	-14.41	-3,384.74
10/12/14 David Mitchell	-3,384.74	13.51	-3,371.23
10/12/14 Leone Café	-3,371.23	-13.51	-3,384.74
10/13/14 David Mitchell	-3,384.74	13.51	-3,371.23
10/13/14 Leone Café	-3,371.23	-13.51	-3,384.74
10/14/14 David Mitchell	-3,384.74	4.86	-3,379.88
10/14/14 Leone Café	-3,379.88	-4.86	-3,384.74
10/14/14 David Mitchell	-3,384.74	4.27	-3,380.47
10/14/14 Starbucks	-3,380.47	-4.27	-3,384.74
10/14/14 David Mitchell	-3,384.74	13.51	-3,371.23
10/14/14 Leone Café	-3,371.23	-13.51	-3,384.74
10/14/14 David Mitchell	-3,384.74	24.07	-3,360.67
10/14/14 Capriotti's Sandwiches	-3,360.67	-24.07	-3,384.74
10/14/14 David Mitchell	-3,384.74	18.29	-3,366.45
10/14/14 Capriotti's Sandwiches	-3,366.45	-18.29	-3,384.74
10/15/14 David Mitchell	-3,384.74	63.02	-3,321.72
10/15/14 Triple George Grill	-3,321.72	-63.02	-3,384.74
10/15/14 David Mitchell	-3,384.74	28.50	-3,356.24
10/15/14 Kona Grill	-3,356.24	-28.50	-3,384.74
10/15/14 David Mitchell	-3,384.74	20.00	-3,364.74
10/15/14 Douglas Parking LLC	-3,364.74	-20.00	-3,384.74

CONFIDENTIAL INFORMATION

MIT000742

RICH00174

50028-0174
Case No.: A-16

RA 008748

10/15/14 David Mitchell	-3,384.74	13.51	-3,371.23
10/15/14 Leone Café	-3,371.23	-13.51	-3,384.74
10/15/14 David Mitchell	-3,384.74	4.86	-3,379.88
10/15/14 Leone Café	-3,379.88	-4.86	-3,384.74
10/16/14 Signature Bank	-3,384.74	-25.00	-3,409.74
10/16/14 David Mitchell	-3,409.74	7.12	-3,402.62
10/16/14 Town Center Coffee	-3,402.62	-7.12	-3,409.74
10/16/14 David Mitchell	-3,409.74	12.16	-3,397.58
10/16/14 Leone Café	-3,397.58	-12.16	-3,409.74
10/16/14 David Mitchell	-3,409.74	3.78	-3,405.96
10/16/14 Daily Kitchen	-3,405.96	-3.78	-3,409.74
10/17/14 David Mitchell	-3,409.74	5,393.75	1,984.01
10/17/14 David Mitchell	1,984.01	21,000.00	22,984.01
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10/17/14 David Mitchell	1,984.01	27.11	2,011.12
10/17/14 Shell Oil	2,011.12	-27.11	1,984.01
10/17/14 David Mitchell	1,984.01	18.92	2,002.93
10/17/14 Leone Café	2,002.93	-18.92	1,984.01
10/17/14 David Mitchell	1,984.01	66.29	2,050.30
10/17/14 Honey Salt	2,050.30	-66.29	1,984.01
10/18/14 David Mitchell	1,984.01	415.53	2,399.54
10/18/14 JW Marriott	2,399.54	-415.53	1,984.01
10/18/14 David Mitchell	1,984.01	20.00	2,004.01
10/18/14 GoGo Air	2,004.01	-20.00	1,984.01
10/18/14 David Mitchell	1,984.01	509.69	2,493.70
10/18/14 Hertz	2,493.70	-509.69	1,984.01
10/18/14 David Mitchell	1,984.01	5.83	1,989.84
10/18/14 Starbucks	1,989.84	-5.83	1,984.01
10/18/14 David Mitchell	1,984.01	72.16	2,056.17
10/18/14 Taxi	2,056.17	-72.16	1,984.01
10/18/14 David Mitchell	1,984.01	20.00	2,004.01
10/18/14 GoGo Air	2,004.01	-20.00	1,984.01
10/18/14 David Mitchell	1,984.01	6.91	1,990.92
10/18/14 Red Mango	1,990.92	-6.91	1,984.01
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10/21/14 SKE Group LLC	1,515.26	-4,925.00	-3,409.74
10/22/14 CASH	-3,409.74	-27.60	-3,437.34
10/27/14 Sooz Walker Jones	-3,437.34	-1,475.00	-4,912.34
10/28/14 David Mitchell	-4,912.34	1,475.00	-3,437.34
10/28/14 Signature Bank	-3,437.34	-25.00	-3,462.34
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10/28/14 David Mitchell	-3,931.09	50,000.00	46,068.91
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11/4/14 David Mitchell	-3,931.09	30,000.00	26,068.91
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11/5/14 David Mitchell	-3,931.09	11,097.00	7,165.91
11/12/14 David Mitchell	7,165.91	15,844.24	23,010.15
11/12/14 Province, Inc.	23,010.15	-9,858.00	13,152.15
11/12/14 David Mitchell	13,152.15	2,083.25	15,235.40
11/12/14 Heartland Bank	15,235.40	-2,083.25	13,152.15
11/13/14 NY Mellon Bank	13,152.15	50.46	13,202.61
11/13/14 Thompson Coburn LLP	13,202.61	-15,844.24	-2,641.63
11/13/14 David Mitchell	-2,641.63	2,083.25	-558.38

CONFIDENTIAL INFORMATION

MIT000743

— RICH00175

50028-0175
Case No.: A-16

RA 008749

11/13/14 Heartland Bank	-558.38	-2,083.25	-2,641.63
11/17/14 David Mitchell	-2,641.63	166,407.32	163,765.69
11/17/14 Katsky Korins LLP	163,765.69	-166,407.32	-2,641.63
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11/17/14 David Mitchell	-20,415.94	17,774.31	-2,641.63
11/18/14 David Mitchell	-2,641.63	499.98	-2,141.65
11/18/14 Heartland Bank	-2,141.65	-499.98	-2,641.63
11/19/14 David Mitchell	-2,641.63	19.99	-2,621.64
11/19/14 USPS	-2,621.64	-19.99	-2,641.63
11/21/14 David Mitchell	-2,641.63	751,466.61	748,824.98
11/21/14 Heartland Bank	748,824.98	-751,466.61	-2,641.63
12/1/14 David Mitchell	-2,641.63	55,000.00	52,358.37
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12/8/14 David Mitchell	-2,641.63	30,000.00	27,358.37
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12/8/14 David Mitchell	-2,641.63	17,902.48	15,260.85
12/8/14 Thompson Coburn LLP	15,260.85	-17,902.48	-2,641.63
12/10/14 NY Mellon Bank	-2,641.63	50.46	-2,591.17
12/19/14 David Mitchell	-2,591.17	20,000.00	17,408.83
12/19/14 Gibbs, Giden, Locher, Turnet, &	17,408.83	-20,000.00	-2,591.17
12/24/14 Barnet Liberman	-2,591.17	250,000.00	247,408.83
12/24/14 David Mitchell	247,408.83	-250,000.00	-2,591.17
1/6/15 David Mitchell	-2,591.17	8,446.74	5,855.57
1/8/15 American Express	5,855.57	-8,446.74	-2,591.17
1/8/15 NY Mellon Bank	-2,591.17	51.98	-2,539.19
1/14/15 David Mitchell	-2,539.19	1,488.51	-1,050.68
1/14/15 SOS Litigation Services LLC	-1,050.68	-1,488.51	-2,539.19
2/6/15 David Mitchell	-2,539.19	435.00	-2,104.19
2/6/15 American Express	-2,104.19	-435.00	-2,539.19
2/20/15 NY Mellon Bank	-2,539.19	51.98	-2,487.21
2/20/15 David Mitchell	-2,487.21	57,132.80	54,645.59
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3/10/15 David Mitchell	-2,487.21	18,472.14	15,984.93
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3/13/15 NY Mellon Bank	-2,487.21	51.98	-2,435.23
4/6/15 American Express	-2,435.23	-8,784.99	-11,220.22
4/7/15 David Mitchell	-11,220.22	5,684.92	-5,535.30
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4/7/15 David Mitchell	-11,220.22	8,784.99	-2,435.23
4/7/15 Signature Bank	-2,435.23	-25.00	-2,460.23
4/13/15 NY Mellon Bank	-2,460.23	51.98	-2,408.25
4/14/15 Signature Bank	-2,408.25	-25.00	-2,433.25
4/20/15 American Express	-2,433.25	-196.72	-2,629.97
4/27/15 David Mitchell	-2,629.97	1,318.16	-1,311.81
4/27/15 Thompson Coburn LLP	-1,311.81	-1,318.16	-2,629.97

CONFIDENTIAL INFORMATION

MIT000744

RICH00176

50028-0176
Case No.: A-16

RA 008750

name					
1/7/16	David Mitchell	0.00	145.98	145.98	
1/7/16	David Mitchell	145.98	12.50	158.48	
2/1/16	David Mitchell	158.48	12,500.00	12,658.48	
3/21/16	David Mitchell	12,658.48	12,500.00	25,158.48	
4/27/16	David Mitchell	25,158.48	335.45	25,493.93	
5/2/16	David Mitchell	25,493.93	37,500.00	62,993.93	
5/17/16	David Mitchell	62,993.93	5,112.50	68,106.43	
5/24/16	David Mitchell	68,106.43	12,500.00	80,606.43	
6/20/16	David Mitchell	80,606.43	12,500.00	93,106.43	
6/27/16	David Mitchell	93,106.43	37,500.00	130,606.43	
	David Mitchell Total		130,606.43		
4/27/16	Hayes & Welsh	130,606.43	(335.45)	130,270.98	DJM on Green Amex legal
5/24/16	Hayes & Welsh	130,270.98	(12,500.00)	117,770.98	DJM on Green Amex
6/20/16	Hayes & Welsh	117,770.98	(12,500.00)	105,270.98	DJM on Green Amex
	Hayes & Welsh Total		(25,335.45)		
2/1/16	Marquis Aurbach	105,270.98	(12,500.00)	92,770.98	DJM on Green Amex legal
3/21/16	Marquis Aurbach	92,770.98	(12,500.00)	80,270.98	DJM on Platinum AMEX
5/2/16	Marquis Aurbach	80,270.98	(37,500.00)	42,770.98	DJM on Green Amex
6/27/16	Marquis Aurbach	42,770.98	(37,500.00)	5,270.98	DJM on Green Amex
	Marquis Aurbach Total		(100,000.00)		
5/17/16	SKE Group LLC	5,270.98	(5,112.50)	158.48	DJM on Green Amex Accounting
	SKE Group LLC Total		(5,112.50)		
1/7/16	Southwest Airlines	158.48	(145.98)	12.50	DJM on Platinum AMEX Travel
1/7/16	Southwest Airlines	12.50	(12.50)	(0.00)	DJM on Platinum AMEX
	Southwest Airlines Total		(158.48)		
	Grand Total		(0.00)		

/var/folders/tl/_ngk0tn17rl602nzz6_tz32c0000gn/T/com.microsoft.Outlook/Outlook Temp/LVLP 2016.xlsx

CONFIDENTIAL INFORMATION

LVLP000113

RICH00177

50028-0177
Case No.: A-16

RA 008751

Exhibit RWCO 013

RICH00178

50028-0178
Case No.: A-16

RA 008752

A	B	C	D	E	F	G	H
1	Unimark Bt M (Unimark, LLC 40%/TC Vegas 35, LLC)						
2	Period 1 per agreement						
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							

RICH00179

50028-0179
Case No.: A-16

RA 008753

Exhibit RWCO 014

RICH00183

50028-0183
Case No.: A-16

RA 008757



First American Title Insurance Company
National Commercial Services
 3960 Howard Hughes Parkway, S-380 • Las Vegas, NV 89169

Final Settlement Statement

Property: Master File

File No: NCS-283562-HHLV

Officer: Amy Klinzing/ak

New Loan No:

Settlement Date: 06/22/2007

Disbursement Date: 06/22/2007

Print Date: 7/10/2007, 12:58 PM

Buyer: FC Vegas 39, LLC; FC Vegas 20, LLC

Address: c/o Forest City Enterprises, Inc., 50 Public Square, Suite 1100, Cleveland, OH 44113

Seller: Livework, LLC

Address: c/o Mitchell Holdings, 41 East 60th Street, New York, NY 10022

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Deposits in Escrow:		
	3,997,404.62	Receipt No. 410821319 on 06/22/2007 by FOREST CITY DEVELOPMENT		
	8,413,441.41	Receipt No. 410821316 on 06/22/2007 by FOREST CITY DEVELOPMENT		
	2,032,621.23	Receipt No. 410821317 on 06/22/2007 by FOREST CITY DEVELOPMENT		
	16,546,088.14	Receipt No. 410821320 on 06/22/2007 by ROLLING ACRES PROPERTIES CO. LP		
	91,444.78	Receipt No. 410821322 on 06/22/2007 by Rolling Acres		
	46,499.67	Receipt No. 410821323 on 06/22/2007 by FOREST CITY DEVELOPMENT		
	344,839.35	Receipt No. 410821324 on 06/22/2007 by FOREST CITY DEVELOPMENT		
	678,169.86	Receipt No. 410821325 on 06/22/2007 by FOREST CITY DEVELOPMENT		
	27,118.99	Receipt No. 410821331 on 06/25/2007 by FOREST CITY DEVELOPMENT		
	13,789.60	Receipt No. 410821332 on 06/25/2007 by FOREST CITY DEVELOPMENT		
		Adjustments:		
82,357,574.67		Purchase Price		82,357,574.67
	610,000.00	Buyer Deposit Directly to Seller Outside Clos	610,000.00	
	3,099.01	Desert Manor-Security Deposits	3,099.01	
	6,756.00	Additional - Security Deposits	6,756.00	
	60,941,021.97	Guggenheim Payoff Reimbursement to Buyer	60,941,021.97	
		Prorations:		
	16,500.74	Desert Manor Apartments-Rents 06/22/07 to 07/01/07 @ \$91670.78/mo	16,500.74	
	30,026.19	Additional Rents 06/22/07 to 07/01/07 @ \$166812.16/mo	30,026.19	
2,880.82		City of Las Vegas Sewer Acct#10-003605 06/22/07 to 10/01/07 @ \$4337.87/qtr		2,880.82
18.55		City of Las Vegas Sewer Acct#08-009110 06/22/07 to 08/01/07 @ \$70.51/qtr		18.55
717.50		City of Las Vegas Sewer Acct#02-003547 06/22/07 to 09/01/07 @ \$1536.91/qtr		717.50
386.54		City of Las Vegas Sewer Acct#12-003390 06/22/07 to 07/01/07 @ \$6531.80/qtr		386.54
18.55		City of Las Vegas Sewer Acct#01-006657 06/22/07 to 08/01/07 @ \$70.51/qtr		18.55
		City of Las Vegas Sewer Acct#07-012480 06/22/07 to 07/01/07 @ \$70.51/qtr		

PO081A RICH00184

50028-0184
 Case No.: A-16

RA 008758

Continued From Page 1

Final Settlement Statement

Settlement Date: 06/22/2007
 Print Date: 7/10/2007

File No: NCS-283562-HHLV
 Officer: Amy Klinzing/ak

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
	68,880,000.00	New Loan Amount - KeyBank National Association Community Development Lending		45,920,000.00
2,208,000.00		(Cromer Property Backrow) Funds Held - KeyBank National Association Community Development Lending	1,472,000.00	
5,580,000.00		Loan Funds Deposited into Loan Reserve - KeyBank National Association Community Development Lending	3,720,000.00	
27,000.00		Financed Appraisal Fee - KeyBank National Association Community Development Lending	18,000.00	
2,730.00		Financed Appraisal Review Fee - KeyBank National Association Community Development Lending	1,820.00	
688,800.00		Financed Commitment Fee - KeyBank National Association Community Development Lending	459,200.00	
30,000.00		Financed Administrative Fee - KeyBank National Association Community Development Lending	20,000.00	
4,800,000.00		Collateral Enhancement Account Funds - KeyBank National Association Community Development Lending	3,200,000.00	
3,600,000.00		Withheld by Lender - KeyBank National Association Community Development Lending	2,400,000.00	
1,002.00		Attorney Fee-Sentoro Driggs - KeyBank National Association Community Development Lending	668.00	
41,118.60		Financed Legal Fee (Katten) - KeyBank National Association Community Development Lending	27,412.40	
		Payoff Loan(s):		
		Lender: Guggenheim Corporate Funding, LLC		
6,252.00		Legal Fee-Blank Rome - Guggenheim Corporate Funding, LLC	4,168.00	
201,220.57		TLA Interest - Guggenheim Corporate Funding, LLC	134,147.04	
31,906,009.80		TLA Principal Paydown - Guggenheim Corporate Funding, LLC	21,270,673.20	
206,313.01		TLB Interest - Guggenheim Corporate Funding, LLC	137,542.00	
28,614,385.93		TLB Principal Paydown - Guggenheim Corporate Funding, LLC	19,076,257.28	
6,840.66		Admin Agent Fee - Guggenheim Corporate Funding, LLC	4,560.44	
		Lender: T-QHR, LLC, a Delaware limited liability		
		Principal Balance - T-QHR, LLC, a Delaware limited liability	300,750.00	
		Lender: Heartland Bank		
		Interest on Payoff Loan @\$1462.500000/day - Heartland Bank		
		Principal Balance - Heartland Bank	5,400,000.00	
		Interest to 6/22/07 - Heartland Bank	30,712.50	
		Lender: Heartland Bank		
		Interest to 6/22/07 - Heartland Bank	10,660.44	
		Principal Balance - Heartland Bank	1,700,000.00	
		Title/Escrow Charges to:		
4,950.00		Closing-Escrow Fee - First American Title Insurance Company National Commercial Services	4,950.00	
		Prepare Grant Deed - First American Title Insurance Company National Commercial Services	50.00	
1,568.96		End-FA74,FA75,Patent - First American Title Insurance Company National Commercial Services		
		Policy-CLTA Owner's(\$136,016,050) - First American Title Insurance Company National Commercial Services	51,686.17	
8,656.06		Policy-Extended ALTA Owner's (39.775%) - First American Title Insurance Company National Commercial Services		
4,401.51		Policy-Extended ALTA Owner's (20.225%) - First American Title Insurance Company National Commercial		

P00245
 RICH00185

50028-0185
 Case No.: A-16

RA 008759

Final Settlement Statement

Settlement Date: 06/22/2007

File No: NCS-283562-HHLV

Print Date: 7/10/2007

Officer: Amy Klinzing/ak

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
30.00		Record Grant Deed - First American Title Insurance Company National Commercial Services	20.00	
45.00		Record Deed of Trust - First American Title Insurance Company National Commercial Services	30.00	
		Disbursements Paid:		
1,200,000.00		Warrant Purchase Amount-Estimate to Guggenheim Investment Management, LLC	800,000.00	
5,609.92		Invoice #10363 to Baughman & Turner, Inc.	3,739.93	
344,400.00		Corporation Fees to Forest City Finance	229,600.00	
		Tax Installment: 2006-2007 to Clark County Treasurer	138,597.49	
		Funds Held:		
		Funds Held: NYPE Withhold-4 Months after close of escrow	430,068.00	
609,999.78		Cash (From) (X To) Borrower		
		Cash (X To) (From) Seller	3,189,508.38	
162,678,821.56	162,678,821.56	Totals	128,287,449.76	128,287,449.76

P00216
RICH00186

50028-0186
Case No.: A-16

RA 008760

Exhibit RWCO 015

RICH00187

50028-0187
Case No.: A-16

RA 008761

Entity	Address	Original Period	Revised Period	Class and	Acquire from	Goal	Date rec'd / 1500/17/15	Precedence
1	1212/2004 LVP Mortgage LLC							
2	1212/2004 LVP Mortgage LLC							
3	1212/2004 LVP Mortgage LLC							
4	1212/2004 LVP Mortgage LLC							
5	1212/2004 LVP Mortgage LLC							
6	1212/2004 LVP Mortgage LLC							
7	1212/2004 LVP Mortgage LLC							
8	1212/2004 LVP Mortgage LLC							
9	1212/2004 LVP Mortgage LLC							
10	1212/2004 LVP Mortgage LLC							
11	1212/2004 LVP Mortgage LLC							
12	1212/2004 LVP Mortgage LLC							
13	1212/2004 LVP Mortgage LLC							
14	1212/2004 LVP Mortgage LLC							
15	1212/2004 LVP Mortgage LLC							
16	1212/2004 LVP Mortgage LLC							
17	1212/2004 LVP Mortgage LLC							
18	1212/2004 LVP Mortgage LLC							
19	1212/2004 LVP Mortgage LLC							
20	1212/2004 LVP Mortgage LLC							
21	1212/2004 LVP Mortgage LLC							
22	1212/2004 LVP Mortgage LLC							
23	1212/2004 LVP Mortgage LLC							
24	1212/2004 LVP Mortgage LLC							
25	1212/2004 LVP Mortgage LLC							
26	1212/2004 LVP Mortgage LLC							
27	1212/2004 LVP Mortgage LLC							
28	1212/2004 LVP Mortgage LLC							
29	1212/2004 LVP Mortgage LLC							
30	1212/2004 LVP Mortgage LLC							
31	1212/2004 LVP Mortgage LLC							
32	1212/2004 LVP Mortgage LLC							
33	1212/2004 LVP Mortgage LLC							
34	1212/2004 LVP Mortgage LLC							
35	1212/2004 LVP Mortgage LLC							
36	1212/2004 LVP Mortgage LLC							
37	1212/2004 LVP Mortgage LLC							
38	1212/2004 LVP Mortgage LLC							
39	1212/2004 LVP Mortgage LLC							
40	1212/2004 LVP Mortgage LLC							
41	1212/2004 LVP Mortgage LLC							
42	1212/2004 LVP Mortgage LLC							
43	1212/2004 LVP Mortgage LLC							
44	1212/2004 LVP Mortgage LLC							
45	1212/2004 LVP Mortgage LLC							
46	1212/2004 LVP Mortgage LLC							
47	1212/2004 LVP Mortgage LLC							
48	1212/2004 LVP Mortgage LLC							
49	1212/2004 LVP Mortgage LLC							
50	1212/2004 LVP Mortgage LLC							
51	1212/2004 LVP Mortgage LLC							
52	1212/2004 LVP Mortgage LLC							
53	1212/2004 LVP Mortgage LLC							
54	1212/2004 LVP Mortgage LLC							
55	1212/2004 LVP Mortgage LLC							
56	1212/2004 LVP Mortgage LLC							
57	1212/2004 LVP Mortgage LLC							
58	1212/2004 LVP Mortgage LLC							
59	1212/2004 LVP Mortgage LLC							
60	1212/2004 LVP Mortgage LLC							
61	1212/2004 LVP Mortgage LLC							
62	1212/2004 LVP Mortgage LLC							
63	1212/2004 LVP Mortgage LLC							
64	1212/2004 LVP Mortgage LLC							
65	1212/2004 LVP Mortgage LLC							
66	1212/2004 LVP Mortgage LLC							
67	1212/2004 LVP Mortgage LLC							
68	1212/2004 LVP Mortgage LLC							
69	1212/2004 LVP Mortgage LLC							
70	1212/2004 LVP Mortgage LLC							
71	1212/2004 LVP Mortgage LLC							
72	1212/2004 LVP Mortgage LLC							
73	1212/2004 LVP Mortgage LLC							
74	1212/2004 LVP Mortgage LLC							
75	1212/2004 LVP Mortgage LLC							
76	1212/2004 LVP Mortgage LLC							
77	1212/2004 LVP Mortgage LLC							
78	1212/2004 LVP Mortgage LLC							
79	1212/2004 LVP Mortgage LLC							
80	1212/2004 LVP Mortgage LLC							
81	1212/2004 LVP Mortgage LLC							
82	1212/2004 LVP Mortgage LLC							
83	1212/2004 LVP Mortgage LLC							
84	1212/2004 LVP Mortgage LLC							
85	1212/2004 LVP Mortgage LLC							
86	1212/2004 LVP Mortgage LLC							
87	1212/2004 LVP Mortgage LLC							
88	1212/2004 LVP Mortgage LLC							
89	1212/2004 LVP Mortgage LLC							
90	1212/2004 LVP Mortgage LLC							
91	1212/2004 LVP Mortgage LLC							
92	1212/2004 LVP Mortgage LLC							
93	1212/2004 LVP Mortgage LLC							
94	1212/2004 LVP Mortgage LLC							
95	1212/2004 LVP Mortgage LLC							
96	1212/2004 LVP Mortgage LLC							
97	1212/2004 LVP Mortgage LLC							
98	1212/2004 LVP Mortgage LLC							
99	1212/2004 LVP Mortgage LLC							
100	1212/2004 LVP Mortgage LLC							

Land Traced With Own LLC 40% FCRTIC 39 LLC 39 775% and FCRTIC 20 LLC 20 225%

1	A	B	C	D	E	F	G	H	I	J	K
1	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
2	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
3	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
4	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
5	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
6	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
7	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
8	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
9	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
10	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
11	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
12	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
13	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
14	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
15	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
16	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
17	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
18	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			
19	Wink On, LLC 40%/FCRTIC 39 LLC 39 775%	39-31-008	115 E Bonnell Ave 275 acres (RTIC)				39,563	Law Vegas Land Parth			

RICHO0190

50028-0190
Case No.: A-16

RA 008764

UMP and RC Business 11-13-17
 City Hill
 Held in PQ Las Vegas LLC

Entry	A	D	Address	Received Period	date acq	Acquired from	Cost	Date sold/Tr Sold/Tr to	Proceeds
1	PQ Las Vegas LLC	139-34-110-010	Synchron Part Period PQ 139-34-110-010	CV Hold 139-34-110-010	2/17/2012	CV Partners IV A	53,170,000	PQ Holdings LLC (unrevalued-Debt Inv)	1,300,000
2		139-34-110-011	Synchron Part Period PQ 139-34-110-011	CV Hold 139-34-110-011				47/2017 (unrevalued-Debt Inv)	
3				CV Hold 139-34-110-011				47/2017 PQ Holdings LLC (unrevalued-Debt Inv)	
4				CV Hold 139-34-110-011					
5				CV Hold 139-34-110-011					
6				CV Hold 139-34-110-011					
7				CV Hold 139-34-110-011					
8				CV Hold 139-34-110-011					
9				CV Hold 139-34-110-011					
10				CV Hold 139-34-110-011					
11				CV Hold 139-34-110-011					
12				CV Hold 139-34-110-011					
13				CV Hold 139-34-110-011					
14				CV Hold 139-34-110-011					
15				CV Hold 139-34-110-011					
16				CV Hold 139-34-110-011					
17				CV Hold 139-34-110-011					
18				CV Hold 139-34-110-011					

RICH00191

50028-0191
 Case No.: A-16

RA 008765

LVP and FC Entities 12-13-17
2015 SALE
Held in FC/LW LLC

RICH00192

1	A	D	E	G	H	I	J	K	L
2	Entity	Original Parcel	Address	date acq	Acquired from	Cost	Date sold/T/F	Sold/T/F to	Proceeds
3	FC/LW Vegas LLC	139-34-311-001,002,003,007 to 031	See Livework Et Al for detailed addresses	2/25/2011	60% from FC Vegas 2/ N/A		12/30/2015	1060 Broadway/Oakwood Plaza	7,779,816
4		139-34-311-049	526 S Casino Blvd	2/25/2011	60% from FC Vegas 2/ N/A		11/24/2015	Downtown CAC LLC	776,250
5		139-34-302-009	122 Clark Ave	2/25/2011	60% from FC Vegas 2/ N/A		11/24/2015	Downtown CAC LLC	
6		139-34-210-014 to 018	See Livework Et Al for detailed addresses	2/25/2011	60% from FC Vegas 2/ N/A		12/30/2015	1060 Broadway/Oakwood Plaza	
7	Livework Et Al (Livework LLC 40%/FC Vegas 39, LLC 39.775%/FC Vegas 20, LLC 20.225%)								
8		139-34-302-009	122 Clark Ave	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
9		139-34-311-049	526 S Casino Blvd	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
10		139-34-210-014	505 S Main St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
11		139-34-210-015	505 S Main St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
12		139-34-210-017	510 S 1st St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
13		139-34-210-018	505 S Main St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
14		139-34-311-001	517 S Main St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
15		139-34-311-002	519 S Main St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
16		139-34-311-003	521 S Main St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
17		139-34-311-007	10 E Bonneville Ave	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
18		139-34-311-008	5 E Bonneville Ave	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
19		139-34-311-009	601 S Main St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
20		139-34-311-010	629 S Main St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
21		139-34-311-011	624 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
22		139-34-311-012	622 S 1st St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
23		139-34-311-013	618 S 1st St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
24		139-34-311-014	629 S Main St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
25		139-34-311-015	629 S Main St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
26		139-34-311-016	17 E Bonneville Ave	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
27		139-34-311-017	20 E Bonneville Ave	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
28		139-34-311-018	20 E Bonneville Ave	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
29		139-34-311-019	526 S 1st St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
30		139-34-311-020	522 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
31		139-34-311-021	518 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
32		139-34-311-022	512 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
33		139-34-311-023	501 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
34		139-34-311-024	501 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
35		139-34-311-025	505 S 1st St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	
36		139-34-311-026	511 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
37		139-34-311-027	513 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
38		139-34-311-028	517 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
39		139-34-311-029	523 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
40		139-34-311-030	525 S 1st St	6/22/2007	Livework LLC		2/25/2011	FC/LW Vegas, LLC	
41		139-34-311-031	525 S 1st St	6/22/2007	Livework, LLC		2/25/2011	FC/LW Vegas, LLC	

LVP and FC Entities 12-13-17
parcels still owned

	A	D	E	G	H	I
1	Entity	Original Parcel	Address	date acq	Acquired from	Cost
2						
3	Casino Coolidge LLC (Managed by Liberman but not owned by LVP Holdings)	139-34-410-056, 057, 058, 059	929 S Casino Center Blvd., .15 acres	12/31/2014	Leah Property LLC	\$10 per deed, but 1000000, value assigned
4	Wink One, LLC 40%/FCRTC 39 LLC 39.775%, FC Vegas, LLC 20.225%	139-34-301-008	155 E Bonneville Ave 2.75 acres (RTC)	4/25/2008	Las Vegas Land Partne	

RICHO0193

Exhibit RWCO 016

RICH00194

50028-0194
Case No.: A-16

RA 008768

Signature

Statement Period:
From December 31, 2007
To December 31, 2007
Page 1 of 1
PRIVATE CLIENT UNDER E2J
361 BROADWAY
NEW YORK, NY 10013

LAS VEGAS LAND HOLDINGS, LLC
41 EAST 89TH STREET
NEW YORK
NEW YORK NY 10023 9-712

For info call our toll-free Signature Line
1-800-signline or visit signature.com
Primary Account: 1809370189 21

FOR MORE INFORMATION ABOUT SIGNATURE BANK PRODUCTS
AND SERVICES, PLEASE CONTACT YOUR PRIVATE CLIENT
BANKING TEAM OR VISIT WWW.SIGNATURE.COM

Statement Relationship Summary	Opening Bal.	Closing Bal. Y
BANK DEPOSIT ACCOUNTS		
1380376483 MICHIGAN CHECKING	438,894.81	231,991.62
RELATIONSHIP TOTAL		231,991.62

LVL P BANK STATEMENTS0032

LVL P02-00002
RICH008196

50028-0196
Case No.: A-16
RA 008770

Spitzer
SIGNATURE BANK

Statement Period
From December 01, 2008
To December 31, 2008
Page 1 of 3
PRIVATE CLIENT GROUP 251
361 MONTGOMERY AVENUE
NEW YORK, NY 10017

LAW VESPA LAMB PARTNERS, LLC
61 EAST 84TH STREET
8TH FLOOR
NEW YORK NY 10029

See Back for Important Information

Primary Account 1508570109 5

THIS STATEMENT AND CHECK TABLE ARE OUR AVAILABLE ONLINE.
SIGNING BANK STATEMENTS OFFER A FASTER, GREENER ALTERNATIVE
TO MONTHLY PAPER STATEMENTS. FOR MORE INFORMATION, PLEASE
VISIT WWW.SIGNATUREBANK.COM/STATEMENTS

Signature Relationship Summary	Opening Bal.	Closing Bal.
BANK DEPOSIT ACCOUNTS		
1508570109 MORGAN CHECKING	2,802.49	3,481.49
RELATIONSHIP TOTAL		3,481.49

LVL P BANK STATEMENTS0078

LVL P03-00001
RICH00197

50028-0197
Case No.: A-16
RA 008771

Spitzer

Statement Period
 From July 01, 2009
 To July 31, 2009
 Page 1 of 2
 PRIVATE CLIENT GROUP LLC
 241 PARKSON AVENUE
 NEW YORK, NY 10016

149 VIKAR LANE PARTNERS, LLC
 41 EAST 90TH STREET
 NEW YORK, NY 10012

For more information
 Primary Account 103452888

DATE	DESCRIPTION	AMOUNT	BALANCE
07/01/09	Beginning Balance as of July 01, 2009		289.40
07/01/09	Ending Balance as of July 31, 2009		12,190.10
Deposits and Other Credits			
07/01/09	INCOMING WIRE TRANSFER FROM BANK OF AMERICA	25,000.00	
07/01/09	INCOMING WIRE TRANSFER FROM BANK OF AMERICA	47.26	
07/14/09	INCOMING WIRE TRANSFER FROM BANK OF AMERICA	12,500.00	
07/14/09	WIRE TRANSFER FROM BANK OF AMERICA	1,750.00	
07/14/09	INCOMING WIRE TRANSFER FROM BANK OF AMERICA	21,800.00	
07/14/09	WIRE TRANSFER FROM BANK OF AMERICA	10,000.00	
07/17/09	INCOMING WIRE TRANSFER FROM BANK OF AMERICA	6,400.00	
07/17/09	WIRE TRANSFER FROM BANK OF AMERICA	17,600.00	

LVL BANK STATEMENTS0140

LVL P04-00017
 RICH00198

50028-0198
 Case No.: A-16
 RA 008772

Signature

 SIGNATURE BANK

Statement Period
 From February 11, 2010
 To February 20, 2010
 Page 3 of 4
 PRIVATE CLIENT GROUP 221
 261 MADISON AVENUE
 NEW YORK, NY 10017

LAS VEGAS BANK PARTNERS, LLC
 81 EAST 63RD STREET
 6TH FLOOR
 NEW YORK NY 10022

See Back For Important Information

Primary Account: 160070199 2

Date	Description	ABA	Accts	Amount
Feb 10	OPENING WIRE TRANSFER BANK 2510011807111000199 TO: SunGard, Bridge, Mich, Kentucky	ABA: 251001180	Accts 0053075130	10,810.00
Feb 11	OPENING WIRE TRANSFER BANK 2510011807111000199 TO: BIAF Service Corp	ABA: 011100199	Accts 29451099	212.00
Feb 11	OPENING WIRE TRANSFER BANK 2510011807111000199 TO: BIAF Service Corp	ABA: 011100199	Accts 29451099	210.10
Feb 17	OPENING WIRE TRANSFER BANK 2510011807111000199 TO: BIAF Service Corp	ABA: 011100199	Accts 29451099	12,992.26
Feb 17	OPENING WIRE TRANSFER BANK 2510011807111000199 TO: BIAF Service Corp	ABA: 011100199	Accts 29451099	
Weeks To: 02/11/2010				2,350.44
Weeks To: 02/20/2010				1,161.00
Daily Balance				
Jan 31	17,111.00	Feb 10	1,200.10	
Feb 01	9,741.00	Feb 11	720.10	
Feb 02	8,116.00	Feb 12	13,720.10	
Feb 10	9,116.00	Feb 13	247.55	
Feb 06	1,116.00	Feb 14	1,271.00	
Feb 10	11,116.00	Feb 15	6,227.07	

LVLV BANK STATEMENTS0198

LVLV04-00075
 RICH00199

50028-0199
 Case No.: A-16
 RA 008773



Statement Period
 From October 01, 2011
 To October 31, 2011
 Page 1 of 3

PRIVATE CLIENT GROUP 222
 261 MADISON AVENUE
 NEW YORK, NY 10016

LAS VEGAS LAND PARTNERS, LLC 8-222
 41 EAST 60TH STREET
 6TH FLOOR
 NEW YORK NY 10022

See Back for Important Information

Primary Account: 1500570489 0

IMPORTANT NOTICE REGARDING WIRE TRANSFERS
 EFFECTIVE NOVEMBER 21, 2011 FEDERAL REGULATIONS WILL REQUIRE ALL BANKS
 SENDING WIRES TO PROVIDE INFORMATION ON THE RECIPIENT OF THE FUNDS
 INCLUDING ACCOUNT NAME, ACCOUNT NUMBER AND COMPLETE ADDRESS.
 DOMESTIC ADDRESSES MUST INCLUDE STREET, CITY, STATE AND ZIP. PO BOXES
 WILL NOT BE ACCEPTABLE. FOR FOREIGN ADDRESSES, THE EQUIVALENT IS
 REQUIRED ALONG WITH THE COUNTRY.
 UNDER CERTAIN CIRCUMSTANCES, OTHER DETAILS MAY ALSO BE REQUIRED, SUCH
 AS DATE OF BIRTH, CITIZENSHIP, AND PURPOSE OF THE TRANSACTION.
 PLEASE NOTE THIS IS NOT A SIGNATURE BANK POLICY: WE WILL NOT BE
 PERMITTED TO PROCESS WIRES LACKING SUFFICIENT DETAIL AFTER THE PLANNED
 IMPLEMENTATION DATE.
 PLEASE PREPARE FOR THE UPCOMING CHANGES BY WORKING WITH YOUR COUNTER-
 PARTIES TO OBTAIN THE ADDITIONAL INFORMATION WHICH WILL BE REQUIRED.
 IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR PRIVATE CLIENT GROUP.

Signature Relationship Summary		Opening Bal.	Closing Bal. ?
BANK DEPOSIT ACCOUNTS			
1500570489	MONOGRAM CHECKING	52.93	18,297.79
	RELATIONSHIP		
	TOTAL		18,297.79

LVL BANK STATEMENTS0207

LVLPO5-00001
 RICH00200

50028-0200
 Case No.: A-16

RA 008774

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 46
(BATES RANGE) RA 8775 – RA 8973

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 Counter-motion 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 Counter-motion 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
Undated	Plaintiffs' Trial Exhibit No. 10042	Volume 6, RA 1078 – RA 1101
Undated	Plaintiffs' Trial Exhibit No. 10043 – Part 1	Volume 7, RA 1102 – RA 1350
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
Undated	Plaintiffs' Trial Exhibit No. 20022	Volume 22, RA 4123 – RA 4124
Undated	Plaintiffs' Trial Exhibit No. 20023	Volume 22, RA 4125 – RA 4144
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
Undated	Plaintiffs' Trial Exhibit No. 20039	Volume 23, RA 4309
Undated	Plaintiffs' Trial Exhibit No. 20040	Volume 23, RA 4310 – RA 4318
Undated	Plaintiffs' Trial Exhibit No. 20041	Volume 23, RA 4319 – RA 4320
Undated	Plaintiffs' Trial Exhibit No. 20042	Volume 23, RA 4321 – RA 4322

Undated	Plaintiffs' Trial Exhibit No. 20043	Volume 23, RA 4323 – RA 4324
Undated	Plaintiffs' Trial Exhibit No. 20044	Volume 23, RA 4325 – RA 4330
Undated	Plaintiffs' Trial Exhibit No. 20047	Volume 23, RA 4331 – RA 4334
Undated	Plaintiffs' Trial Exhibit No. 20052	Volume 23, RA 4335 – RA 4345
Undated	Plaintiffs' Trial Exhibit No. 30009	Volume 23, RA 4346 – RA 4354
Undated	Plaintiffs' Trial Exhibit No. 30011	Volume 23, RA 4355 – RA 4358
Undated	Plaintiffs' Trial Exhibit No. 30012	Volume 23, RA 4359 – RA 4373
Undated	Plaintiffs' Trial Exhibit No. 30013	Volume 23, RA 4374 – RA 4389
Undated	Plaintiffs' Trial Exhibit No. 30014	Volume 23, RA 4390 – RA 4409
Undated	Plaintiffs' Trial Exhibit No. 30015	Volume 23, RA 4410 – RA 4434
Undated	Plaintiffs' Trial Exhibit No. 30041	Volume 23, RA 4435
Undated	Plaintiffs' Trial Exhibit No. 30042	Volume 23, RA 4436
Undated	Plaintiffs' Trial Exhibit No. 30043	Volume 23, RA 4437
Undated	Plaintiffs' Trial Exhibit No. 30044	Volume 23, RA 4438

Undated	Plaintiffs' Trial Exhibit No. 30050	Volume 23, RA 4439
Undated	Plaintiffs' Trial Exhibit No. 30051	Volume 23, RA 4440
Undated	Plaintiffs' Trial Exhibit No. 30052	Volume 23, RA 4441
Undated	Plaintiffs' Trial Exhibit No. 30053	Volume 23, RA 4442 – RA 4447
Undated	Plaintiffs' Trial Exhibit No. 30055	Volume 23, RA 4448 – RA 4449
Undated	Plaintiffs' Trial Exhibit No. 30058	Volume 23, RA 4450
Undated	Plaintiffs' Trial Exhibit No. 30059	Volume 23, RA 4451
Undated	Plaintiffs' Trial Exhibit No. 30071	Volume 23, RA 4452 – RA 4456
Undated	Plaintiffs' Trial Exhibit No. 30077	Volume 23, RA 4457
Undated	Plaintiffs' Trial Exhibit No. 30078	Volume 23, RA 4458
Undated	Plaintiffs' Trial Exhibit No. 30079	Volume 23, RA 4459
Undated	Plaintiffs' Trial Exhibit No. 30089	Volume 24, RA 4460 – RA 4512
Undated	Plaintiffs' Trial Exhibit No. 30090	Volume 24, RA 4513 – RA 4573
Undated	Plaintiffs' Trial Exhibit No. 30091	Volume 24, RA 4474 – RA 4638
Undated	Plaintiffs' Trial Exhibit No. 30092	Volume 25, RA 4639
Undated	Plaintiffs' Trial Exhibit No. 30094	Volume 25, RA 4640 – RA 4653

Undated	Plaintiffs' Trial Exhibit No. 30096	Volume 25, RA 4654 – RA 4658
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 1	Volume 26, RA 4659 – RA 4908
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 2	Volume 27, RA 4909 – RA 5158
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 3	Volume 28, RA 5159 – RA 5408
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 4	Volume 29, RA 5409 – RA 5658
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 5	Volume 30, RA 5659 – RA 5842
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 1	Volume 31, RA 5843 – RA 6092
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 2	Volume 32, RA 6093 – RA 6338
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 3	Volume 33, RA 6339 – RA 6588
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 4	Volume 34, RA 6589 – RA 6838
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 5	Volume 35, RA 6839 – RA 6995
Undated	Plaintiffs' Trial Exhibit No. 30101	Volume 36, RA 6996 – RA 7003
Undated	Plaintiffs' Trial Exhibit No. 30102	Volume 36, RA 7004 – RA 7010

Undated	Plaintiffs' Trial Exhibit No. 30103	Volume 36, RA 7011
Undated	Plaintiffs' Trial Exhibit No. 30104	Volume 36, RA 7012 – RA 7018
Undated	Plaintiffs' Trial Exhibit No. 30105	Volume 36, RA 7019 – RA 7026
Undated	Plaintiffs' Trial Exhibit No. 30106	Volume 36, RA 7027 – RA 7034
Undated	Plaintiffs' Trial Exhibit No. 30107	Volume 36, RA 7035
Undated	Plaintiffs' Trial Exhibit No. 40003	Volume 36, RA 7036
Undated	Plaintiffs' Trial Exhibit No. 40004	Volume 36, RA 7037 – RA 7038
Undated	Plaintiffs' Trial Exhibit No. 40008	Volume 36, RA 7039
Undated	Plaintiffs' Trial Exhibit No. 40009	Volume 36, RA 7040 – RA 7161
Undated	Plaintiffs' Trial Exhibit No. 40010	Volume 37, RA 7162 – RA 7254
Undated	Plaintiffs' Trial Exhibit No. 40014	Volume 37, RA 7255 – RA 7303
Undated	Plaintiffs' Trial Exhibit No. 40017	Volume 37, RA 7304
Undated	Plaintiffs' Trial Exhibit No. 40018	Volume 37, RA 7305 – RA 7308

Undated	Plaintiffs' Trial Exhibit No. 40019	Volume 37, RA 7309 – RA 7313
Undated	Plaintiffs' Trial Exhibit No. 40020	Volume 37, RA 7314 – RA 7320
Undated	Plaintiffs' Trial Exhibit No. 40021	Volume 37, RA 7321 – RA 7325
Undated	Plaintiffs' Trial Exhibit No. 40022	Volume 37, RA 7326 – RA 7330
Undated	Plaintiffs' Trial Exhibit No. 40023	Volume 37, RA 7331 – RA 7337
Undated	Plaintiffs' Trial Exhibit No. 40024	Volume 37, RA 7338 – RA 7341
Undated	Plaintiffs' Trial Exhibit No. 40025	Volume 37, RA 7342 – RA 7353
Undated	Plaintiffs' Trial Exhibit No. 40026	Volume 37, RA 7354 – RA 7357
Undated	Plaintiffs' Trial Exhibit No. 40027	Volume 37, RA 7358 – RA 7395
Undated	Plaintiffs' Trial Exhibit No. 40028	Volume 37, RA 7396 – RA 7399
Undated	Plaintiffs' Trial Exhibit No. 40029	Volume 37, RA 7400 – RA 7404
Undated	Plaintiffs' Trial Exhibit No. 40030	Volume 37, RA 7405 – RA 7409
Undated	Plaintiffs' Trial Exhibit No. 40031	Volume 38, RA 7410 – RA 7468

Undated	Plaintiffs' Trial Exhibit No. 40032	Volume 38, RA 7469 – RA 7472
Undated	Plaintiffs' Trial Exhibit No. 40033	Volume 38, RA 7473 – RA 7477
Undated	Plaintiffs' Trial Exhibit No. 40034	Volume 38, RA 7478 – RA 7483
Undated	Plaintiffs' Trial Exhibit No. 40035	Volume 38, RA 7484 – RA 7489
Undated	Plaintiffs' Trial Exhibit No. 40036	Volume 38, RA 7490 – RA 7495
Undated	Plaintiffs' Trial Exhibit No. 40037	Volume 38, RA 7496 – RA 7501
Undated	Plaintiffs' Trial Exhibit No. 40038	Volume 38, RA 7502 – RA 7508
Undated	Plaintiffs' Trial Exhibit No. 40039	Volume 38, RA 7509 – RA 7514
Undated	Plaintiffs' Trial Exhibit No. 40045	Volume 38, RA 7515 – RA 7531
Undated	Plaintiffs' Trial Exhibit No. 50003	Volume 39, RA 7532 – RA 7591
Undated	Plaintiffs' Trial Exhibit No. 50004	Volume 39, RA 7592 – RA 7608

Undated	Plaintiffs' Trial Exhibit No. 50005	Volume 39, RA 7609 – RA 7610
Undated	Plaintiffs' Trial Exhibit No. 50009	Volume 39, RA 7611 – RA 7630
Undated	Plaintiffs' Trial Exhibit No. 50010	Volume 39, RA 7631 – RA 7665
Undated	Plaintiffs' Trial Exhibit No. 50011	Volume 39, RA 7666 – RA 7676
Undated	Plaintiffs' Trial Exhibit No. 50012	Volume 39, RA 7677 – RA 7686
Undated	Plaintiffs' Trial Exhibit No. 50013	Volume 39, RA 7687 – RA 7702
Undated	Plaintiffs' Trial Exhibit No. 50014	Volume 39, RA 7703 – RA 7725
Undated	Plaintiffs' Trial Exhibit No. 50015	Volume 39, RA 7726 – RA 7751
Undated	Plaintiffs' Trial Exhibit No. 50016	Volume 39, RA 7752 – RA 7772
Undated	Plaintiffs' Trial Exhibit No. 50017	Volume 40, RA 7773 – RA 7794
Undated	Plaintiffs' Trial Exhibit No. 50018	Volume 40, RA 7795 – RA 7816
Undated	Plaintiffs' Trial Exhibit No. 50019	Volume 40, RA 7817 – RA 7840
Undated	Plaintiffs' Trial Exhibit No. 50020	Volume 40, RA 7841 – RA 7870

Undated	Plaintiffs' Trial Exhibit No. 50021	Volume 40, RA 7871 – RA 7892
Undated	Plaintiffs' Trial Exhibit No. 50022	Volume 40, RA 7893 – RA 7914
Undated	Plaintiffs' Trial Exhibit No. 50023	Volume 40, RA 7915 – RA 7935
Undated	Plaintiffs' Trial Exhibit No. 50024	Volume 40, RA 7936 – RA 7967
Undated	Plaintiffs' Trial Exhibit No. 50025 – Part 1	Volume 41, RA 7968 – RA 8092
Undated	Plaintiffs' Trial Exhibit No. 50025 – Part 2	Volume 42, RA 8093 – RA 8236
Undated	Plaintiffs' Trial Exhibit No. 50027 – Part 1	Volume 43, RA 8237 – RA 8386
Undated	Plaintiffs' Trial Exhibit No. 50027 Part 2	Volume 44, RA 8387 – RA 8574
Undated	Plaintiffs' Trial Exhibit No. 50028 – Part 1	Volume 45, RA 8575 – RA 8774
Undated	Plaintiffs' Trial Exhibit No. 50028 – Part 2	Volume 46, RA 8775 – RA 8855
Undated	Plaintiffs' Trial Exhibit No. 50034	Volume 46, RA 8856 – RA 8864
Undated	Plaintiffs' Trial Exhibit No. 50035	Volume 46, RA 8865 – RA 8870
Undated	Plaintiffs' Trial Exhibit No. 50036	Volume 46, RA 8871 – RA 8873

Undated	Plaintiffs' Trial Exhibit No. 60007	Volume 46, RA 8874
Undated	Plaintiffs' Trial Exhibit No. 60008	Volume 46, RA 8875
Undated	Plaintiffs' Trial Exhibit No. 60009	Volume 46, RA 8876
Undated	Plaintiffs' Trial Exhibit No. 60010	Volume 46, RA 8877 – RA 8888
Undated	Plaintiffs' Trial Exhibit No. 60011	Volume 46, RA 8889 – RA 8893
Undated	Plaintiffs' Trial Exhibit No. 60012	Volume 46, RA 8894 – RA 8973
Undated	Plaintiffs' Trial Exhibit No. 60014	Volume 47, RA 8974 – RA 8976
Undated	Plaintiffs' Trial Exhibit No. 60015	Volume 47, RA 8977 – RA 8979
Undated	Plaintiffs' Trial Exhibit No. 60016	Volume 47, RA 8990 – RA 8982
Undated	Plaintiffs' Trial Exhibit No. 60025	Volume 47, RA 8983

Undated	Plaintiffs' Trial Exhibit No. 60026	Volume 47, RA 8984
Undated	Plaintiffs' Trial Exhibit No. 60027	Volume 47, RA 8985
Undated	Plaintiffs' Trial Exhibit No. 60028	Volume 47, RA 8986
Undated	Plaintiffs' Trial Exhibit No. 60032	Volume 47, RA 8987 – RA 8990
Undated	Plaintiffs' Trial Exhibit No. 60033	Volume 47, RA 8991 – RA 8997
Undated	Plaintiffs' Trial Exhibit No. 60034	Volume 47, RA 8998 – RA 9004
Undated	Plaintiffs' Trial Exhibit No. 60035	Volume 47, RA 9005 – RA 9008
Undated	Plaintiffs' Trial Exhibit No. 60036	Volume 47, RA 9009 – RA 9013
Undated	Plaintiffs' Trial Exhibit No. 60037	Volume 47, RA 9014 – RA 9020
Undated	Plaintiffs' Trial Exhibit No. 60038	Volume 47, RA 9021 – RA 9025
Undated	Plaintiffs' Trial Exhibit No. 60045	Volume 47, RA 9026 – RA 9198
Undated	Plaintiffs' Trial Exhibit No. 60046	Volume 47, RA 9199 – RA 9200
Undated	Plaintiffs' Trial Exhibit No. 60047	Volume 47, RA 9201 – RA 9204
Undated	Plaintiffs' Trial Exhibit No. 60048	Volume 47, RA 9205

Undated	Plaintiffs' Trial Exhibit No. 60049	Volume 47, RA 9206 – RA 9209
Undated	Plaintiffs' Trial Exhibit No. 60050	Volume 47, RA 9210 – RA 9219
Undated	Plaintiffs' Trial Exhibit No. 60051	Volume 48, RA 9220 – RA 9243
Undated	Plaintiffs' Trial Exhibit No. 60052	Volume 48, RA 9244 – RA 9269
Undated	Plaintiffs' Trial Exhibit No. 60054	Volume 48, RA 9270 – RA 9273
Undated	Plaintiffs' Trial Exhibit No. 60057	Volume 48, RA 9274 – RA 9283
Undated	Plaintiffs' Trial Exhibit No. 60058	Volume 48, RA 9284 – RA 9296
Undated	Plaintiffs' Trial Exhibit No. 60060	Volume 48, RA 9297 – RA 9298
Undated	Plaintiffs' Trial Exhibit No. 60061	Volume 48, RA 9299 – RA 9303
Undated	Plaintiffs' Trial Exhibit No. 60062	Volume 48, RA 9304 – RA 9310
Undated	Plaintiffs' Trial Exhibit No. 60064	Volume 48, RA 9311 – RA 9314
Undated	Plaintiffs' Trial Exhibit No. 60065	Volume 48, RA 9315 – RA 9317
Undated	Plaintiffs' Trial Exhibit No. 60066	Volume 48, RA 9318 – RA 9322

Undated	Plaintiffs' Trial Exhibit No. 60068	Volume 48, RA 9323 – RA 9324
Undated	Plaintiffs' Trial Exhibit No. 60069	Volume 48, RA 9325 – RA 9331
Undated	Plaintiffs' Trial Exhibit No. 70001	Volume 48, RA 9332 – RA 9333
Undated	Plaintiffs' Trial Exhibit No. 70005	Volume 48, RA 9334 – RA 9337
Undated	Plaintiffs' Trial Exhibit No. 70008	Volume 48, RA 9338
Undated	Plaintiffs' Trial Exhibit No. 70010	Volume 48, RA 9339 – RA 9340
Undated	Plaintiffs' Trial Exhibit No. 70013	Volume 48, RA 9341 – RA 9372
Undated	Plaintiffs' Trial Exhibit No. 70014	Volume 48, RA 9373 – RA 9393
Undated	Plaintiffs' Trial Exhibit No. 70016	Volume 48, RA 9394 – RA 9409
Undated	Plaintiffs' Trial Exhibit No. 70017	Volume 48, RA 9310 – RA 9425
Undated	Plaintiffs' Trial Exhibit No. 70022	Volume 48, RA 9426 – RA 9449
Undated	Plaintiffs' Trial Exhibit No. 70024	Volume 48, RA 9450 – RA 9452
Undated	Plaintiffs' Trial Exhibit No. 70027	Volume 48, RA 9453
Undated	Plaintiffs' Trial Exhibit No. 70051	Volume 48, RA 9454 – RA 9456

Undated	Plaintiffs' Trial Exhibit No. 70057	Volume 48, RA 9457 – RA 9460
Undated	Plaintiffs' Trial Exhibit No. 70058	Volume 48, RA 9461 – RA 9463
Undated	Plaintiffs' Trial Exhibit No. 70059	Volume 48, RA 9464 – RA 9467
Undated	Plaintiffs' Trial Exhibit No. 70061	Volume 48, RA 9468
Undated	Plaintiffs' Trial Exhibit No. 70068	Volume 48, RA 9469

CHRONOLOGICAL TABLE OF CONTENTS
OF CONFIDENTIAL SEALED EXHIBITS

Date	Description	Volume/Bates No.
10/07/2019	Appendix to Plaintiffs' Opposition to Motion for Summary Judgment and Countermotion for Discovery Pursuant to NRCP 46(d), 100719 (Redacted)	Volume 49, RA 9470 – RA 9474
Undated	Plaintiffs' Trial Exhibit 5	Volume 49, RA 9475 – RA 9477
Undated	Plaintiffs' Trial Exhibit 13	Volume 49, RA 9478 – RA 9511
Undated	Plaintiffs' Trial Exhibit 14	Volume 49, RA 9512 – RA 9516
Undated	Plaintiffs' Trial Exhibit 15	Volume 49, RA 9517 – RA 9526
Undated	Plaintiffs' Trial Exhibit 29	Volume 49, RA 9527

Undated	Plaintiffs' Trial Exhibit 33	Volume 49, RA 9528
Undated	Plaintiffs' Trial Exhibit 36	Volume 49, RA 9529 – RA 9564
Undated	Plaintiffs' Trial Exhibit 37	Volume 49, RA 9565 – RA 9570
Undated	Plaintiffs' Trial Exhibit 46	Volume 49, RA 9571 – RA 9624
Undated	Plaintiffs' Trial Exhibit 49	Volume 49, RA 9625 – RA 9626
Undated	Plaintiffs' Trial Exhibit 50	Volume 49, RA 9627 – RA 9700
Undated	Plaintiffs' Trial Exhibit 51	Volume 50, RA 9701 – RA 9709
Undated	Plaintiffs' Trial Exhibit 53	Volume 50, RA 9710 – RA 9714
Undated	Plaintiffs' Trial Exhibit 54	Volume 50, RA 9715 – RA 9716
Undated	Plaintiffs' Trial Exhibit 55	Volume 50, RA 9717

Undated	Plaintiffs' Trial Exhibit 10001	Volume 50, RA 9718 – RA 9749
Undated	Plaintiffs' Trial Exhibit 10009	Volume 50, RA 9750 – RA 9769
Undated	Plaintiffs' Trial Exhibit 10010	Volume 50, RA 9770 – RA 9805
Undated	Plaintiffs' Trial Exhibit 10011	Volume 50, RA 9806 – RA 9826
Undated	Plaintiffs' Trial Exhibit 10012	Volume 50, RA 9827 – RA 9845
Undated	Plaintiffs' Trial Exhibit 10013	Volume 51, RA 9846 – RA 9879
Undated	Plaintiffs' Trial Exhibit 10016	Volume 51, RA 9880
Undated	Plaintiffs' Trial Exhibit 10017	Volume 51, RA 9881
Undated	Plaintiffs' Trial Exhibit 10019	Volume 51, RA 9882 – RA 9899
Undated	Plaintiffs' Trial Exhibit 10020	Volume 51, RA 9900 – RA 9905
Undated	Plaintiffs' Trial Exhibit 10021	Volume 51, RA 9906 – RA 9923
Undated	Plaintiffs' Trial Exhibit 10023	Volume 51, RA 9924 – RA 9947
Undated	Plaintiffs' Trial Exhibit 10024	Volume 51, RA 9948
Undated	Plaintiffs' Trial Exhibit 10025	Volume 51, RA 9949 – RA 9970

Undated	Plaintiffs' Trial Exhibit 10026	Volume 51, RA 9971 – RA 10016
Undated	Plaintiffs' Trial Exhibit 10027	Volume 52, RA 10017 – RA 10113
Undated	Plaintiffs' Trial Exhibit 10028	Volume 52, RA 10114 – RA 10192
Undated	Plaintiffs' Trial Exhibit 10029	Volume 52, RA 10193 – RA 10210
Undated	Plaintiffs' Trial Exhibit 10030	Volume 52, RA 10211 – RA 10232
Undated	Plaintiffs' Trial Exhibit 10031	Volume 53, RA 10233 – RA 10404
Undated	Plaintiffs' Trial Exhibit 10032	Volume 54, RA 10405 – RA 10428
Undated	Plaintiffs' Trial Exhibit 10033	Volume 54, RA 10429 – RA 10451
Undated	Plaintiffs' Trial Exhibit 10034	Volume 54, RA 10452 – RA 10471
Undated	Plaintiffs' Trial Exhibit 10035	Volume 54, RA 10472 – RA 10503
Undated	Plaintiffs' Trial Exhibit 10047	Volume 54, RA 10504 – RA 10547
Undated	Plaintiffs' Trial Exhibit 10048	Volume 54, RA 10548 – RA 10595
Undated	Plaintiffs' Trial Exhibit 10049	Volume 55, RA 10596 – RA 10646

Undated	Plaintiffs' Trial Exhibit 10050	Volume 55, RA 10647 – RA 10708
Undated	Plaintiffs' Trial Exhibit 10051	Volume 55, RA 10709 – RA 10709
Undated	Plaintiffs' Trial Exhibit 10052	Volume 55, RA 10716 – RA 10772
Undated	Plaintiffs' Trial Exhibit 20002 – Part 1	Volume 56, RA 10773 – RA 10972
Undated	Plaintiffs' Trial Exhibit 20002 – Part 2	Volume 57, RA 10973 – RA 11163
Undated	Plaintiffs' Trial Exhibit 20021	Volume 57, RA 11164 – RA 11187
Undated	Plaintiffs' Trial Exhibit 20027	Volume 58, RA 11188 – RA 11191
Undated	Plaintiffs' Trial Exhibit 20028	Volume 58, RA 11192 – RA 11195
Undated	Plaintiffs' Trial Exhibit 20045	Volume 58, RA 11196 – RA 11209
Undated	Plaintiffs' Trial Exhibit 20046	Volume 58, RA 11210 – RA 11232
Undated	Plaintiffs' Trial Exhibit 20053	Volume 58, RA 11233
Undated	Plaintiffs' Trial Exhibit 30001	Volume 58, RA 11234
Undated	Plaintiffs' Trial Exhibit 30003	Volume 58, RA 11235 – RA 11245
Undated	Plaintiffs' Trial Exhibit 30016	Volume 58, RA 11246 – RA 11282

Undated	Plaintiffs' Trial Exhibit 30017	Volume 58, RA 11283 – RA 11293
Undated	Plaintiffs' Trial Exhibit 30018	Volume 59, RA 11294 – RA 11296
Undated	Plaintiffs' Trial Exhibit 30019	Volume 59, RA 11297 – RA 11398
Undated	Plaintiffs' Trial Exhibit 30020	Volume 59, RA 11399 – RA 11416
Undated	Plaintiffs' Trial Exhibit 30021	Volume 59, RA 11417 – RA 11437
Undated	Plaintiffs' Trial Exhibit 30022	Volume 59, RA 11438 – RA 11454
Undated	Plaintiffs' Trial Exhibit 30023	Volume 59, RA 11455 – RA 11470
Undated	Plaintiffs' Trial Exhibit 30024	Volume 59, RA 11455 – RA 11470
Undated	Plaintiffs' Trial Exhibit 30025	Volume 59, RA 11471 – RA 11483
Undated	Plaintiffs' Trial Exhibit 30026	Volume 59, RA 11484 – RA 11489
Undated	Plaintiffs' Trial Exhibit 30027	Volume 60, RA 11490 – RA 11499
Undated	Plaintiffs' Trial Exhibit 30028	Volume 60, RA 11500 – RA 11534
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
---------	--	-----------------------------------

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@mujelawoffice.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 46 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



636534

Statement Period
From January 01, 2012
To January 31, 2012
Page 2 of 4

PRIVATE CLIENT GROUP 222
261 MADISON AVENUE
NEW YORK, NY 10016

LAS VEGAS LAND PARTNERS, LLC
815 FIFTH AVENUE,
SUITE 5A
NEW YORK NY 10065

See Back for Important Information

Primary Account: 1506870488 2

NONBRAN CHECKING 1506870488

Summary

Previous Balance as of January 01, 2012	11,842.13
3 Credits	13,046.30
6 Debits	23,227.00
Ending Balance as of January 31, 2012	1,361.33

Deposits and Other Credits

Jan 04	INCOMING WIRE TRANSFER		46.20
	REF# 201201045887281F00045301041457PT00		
	FROM: 273181	ABA:	
	BANK: BANK OF NEW YORK MELLON		
Jan 13	INCOMING WIRE TRANSFER		8,000.00
	REF# 201201138887281F00038801131245PT00		
	FROM: AQUARIUS LLC	ABA: 123018088	
	BANK:		
Jan 17	DEPOSIT		5,000.00

Withdrawals and Other Debits

Jan 03	WEB TRANSFER		4,700.00
	WEB XFR TO: 1506870071		
Jan 11	AUTOMATED PAYMENT	ck/ref no. 8778851	187.00
	AMERICAN EXPRESS	ELEC RMT 120110081388727	
Jan 13	WEB TRANSFER		5,000.00
	WEB XFR TO: 1500178048		
Jan 18	AUTOMATED PAYMENT	ck/ref no. 848225	1,000.00
	AMERICAN EXPRESS	ELEC RMT 120118082087188	

Checks by Serial Number					
Jan 08	1215	1,400.00	Jan 18	1217 *	11,000.00

* Indicates break in check sequence

LVL P BANK STATEMENTS0216

LVL P06-00001
RICH00201

50028-0201
Case No.: A-16

RA 008775



565 Fifth Avenue, 12E Floor
New York, New York 10017

Statement Period
From January 01, 2013
To January 31, 2013
Page 1 of 4

028226-9-222
LAS VEGAS LAND PARTNERS, LLC
815 FIFTH AVENUE,
SUITE 5A
NEW YORK NY 10065

PRIVATE CLIENT GROUP 222
261 MADISON AVENUE
NEW YORK, NY 10016

See Back for important information

Primary Account: 1800670488 4

FOR MORE INFORMATION ABOUT SIGNATURE BANK PRODUCTS
AND SERVICES, PLEASE CONTACT YOUR PRIVATE CLIENT
BANKING TEAM, VISIT WWW.SIGNATURENY.COM, OR CALL
TOLL-FREE 1-800-SIGLINE.

BANK DEPOSIT ACCOUNTS		Opening Bal	Closing Bal
1800670488	MONOGRAM CHECKING	6,528.21	231.70
	RELATIONSHIP TOTAL		231.70



LVL P BANK STATEMENTS0280

LVL P07-00001
RICH002021

50028-0202
Case No.: A-16

RA 008776

Signature SIGNATURE BANK

Statement Period
From January 01, 2014
To January 31, 2014
Page 2 of 4

LAS VEGAS LAND PARTNERS, LLC
801 MADISON AVE, 4TH FL
NEW YORK NY 10065

PRIVATE CLIENT GROUP 222
261 MADISON AVENUE
NEW YORK, NY 10016

00004298-0000021-0000-0004-AMERICAN EXPRESS 14063248-001

Primary Account: 1600870489 3

MEMORANDUM CHECKING 1600870489

Summary

Previous Balance as of January 01, 2014	3,443.14
3 Credits	34,549.06
4 Debits	37,623.60
Ending Balance as of January 31, 2014	658.60

Deposits and Other Credits

Jan 07	INCOMING WIRE			30.66
	REF# 20140107BANK7261900049801071280FT03			
	FROM: 372191	ABA:		
	BANK: BANK OF NEW YORK MELLON			
Jan 15	INCOMING WIRE			4,790.60
	REF# 20140115BANK7261900020301150349703			
	FROM: DAVID J. MITCHELL	ABA:	221081669	
	BANK:			
Jan 17	INCOMING WIRE			50,000.00
	REF# 20140117BANK7261900076501171622FT03			
	FROM: DAVID J. MITCHELL	ABA:	221081669	
	BANK:			

Withdrawals and Other Debits

Jan 07	AUTOMATED PAYMENT	ch/ord no.	0047343	767.00
	AMEX REVENUE	ACH REF	W6636	
Jan 15	OVERDRAFT FEE			25.00
Jan 20	AUTOMATED PAYMENT	ch/ord no.	6748403	793.00
	AMEX REVENUE	ACH REF	W6050	

Checks by Serial Number

Jan 13	1314	2,000.00	Jan 22	1315	50,000.00
Jan 14	1315	4,040.60			

LVL P BANK STATEMENTS0352

LVL P08-00001
RICH00203

50028-0203
Case No.: A-16

RA 008777



SIGNATURE BANK
 565 Fifth Avenue, 12th Floor
 New York, NY 10017

Statement Period
 From January 01, 2016
 To January 31, 2016
 Page 2 of 2

PRIVATE CLIENT GROUP 222
 261 MADISON AVENUE
 NEW YORK, NY 10016

LAS VEGAS LAND PARTNERS, LLC
 801 MADISON AVE, 4TH FL
 NEW YORK NY 10065

8-222

See Back for Important Information

Primary Account: 1500570489 0

MONOGRAM CHECKING 1500570489

Summary

Previous Balance as of January 01, 2016	.00
There was no deposit activity during this statement period	
Ending Balance as of January 31, 2016	.00

Rates for this statement period - Overdraft
 Jan 01, 2016 13.250000 %

CONFIDENTIAL INFORMATION

SPZ000686

RICH00204

50028-0204
Case No.: A-16

RA 008778

Exhibit RWCO 017

RICH00205

50028-0205
Case No.: A-16

RA 008779

12:02 PM
09/02/15
Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2006

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1000 - Cash - Sig Line a/c 071									
Transfer	1/3/2006					2900 - Capital BL	20,000.00		680.47
Transfer	1/3/2006					Ariel	9,000.00		20,680.47
Check	1/3/2006					6200 - Interest ...		29,888.87	29,680.47
Transfer	1/4/2006					1002 - Cash - ...	300.00		-208.40
Transfer	2/1/2006					2950 - Capital ...	30,000.00		91.60
Check	2/3/2006					6200 - Interest ...		28,472.21	30,091.60
Transfer	2/10/2006					1002 - Cash - ...		1,619.39	1,619.39
Check	3/3/2006					6200 - Interest ...		26,444.44	0.00
Transfer	3/8/2006					1002 - Cash - ...	27,000.00		-26,444.44
Transfer	3/27/2006					1002 - Cash - ...	1,000,000.00		555.56
Transfer	3/27/2006				PAY DOWN	2167 - Signatur...		999,999.43	1,000,555.56
Check	4/3/2006					6200 - Interest ...		256.94	556.13
Check	4/3/2006					6200 - Interest ...		513.88	299.19
Transfer	4/4/2006					1002 - Cash - ...	26,000.00		-214.69
Transfer	4/4/2006					1002 - Cash - ...	600.00		25,785.31
Check	4/5/2006					6200 - Interest ...		25,541.66	26,385.31
Check	5/1/2006					6200 - Interest ...		23,125.00	843.85
Deposit	5/2/2006			SIGNATURE BANK	offset transfer	6200 - Interest ...	23,000.00		-22,281.35
Check	6/1/2006					6200 - Interest ...		8,111.11	718.65
Check	6/1/2006					6200 - Interest ...		16,222.22	-7,392.46
Transfer	6/2/2006					1002 - Cash - ...	25,614.68		-23,614.68
Transfer	6/12/2006					1002 - Cash - ...		2,000.00	2,000.00
Check	7/3/2006					6200 - Interest ...		15,847.23	0.00
Transfer	7/5/2006				Interest	1002 - Cash - ...	16,000.00		-15,847.23
Transfer	7/14/2006					1002 - Cash - ...		152.77	152.77
General Journal	7/31/2006	KE 44			Balance Adjus...	3000 - Opening...	0.02		0.79
Check	8/1/2006			SIGNATURE BANK	facility fee	6200 - Interest ...		16,791.63	-16,790.84
Transfer	8/2/2006					1002 - Cash - ...	17,000.00		209.16
Transfer	8/15/2006					1002 - Cash - ...	42,500.00		42,709.16
Check	8/18/2006			SIGNATURE BANK	facility fee	6200 - Interest ...		5,000.00	37,709.16
Check	8/18/2006			SIGNATURE BANK	facility fee	6200 - Interest ...		10,000.00	27,709.16
Check	8/18/2006			SIGNATURE BANK	facility fee	6200 - Interest ...		16,319.45	11,389.71
Transfer	8/30/2006					1002 - Cash - ...		11,000.00	389.71
General Journal	8/31/2006	KE 45			Balance Adjus...	3000 - Opening...		0.04	389.67
Check	9/1/2006			SIGNATURE BANK		6200 - Interest ...		8,395.82	-8,006.15
Check	9/1/2006			SIGNATURE BANK		6200 - Interest ...		16,791.66	-24,797.81
Transfer	9/5/2006					1002 - Cash - ...	25,000.00		202.19
Deposit	10/24/2006			FIRST AMERICAN T...	Deposit	coolidge sale	3,000,000.00		3,000,202.19
Transfer	10/25/2006					1002 - Cash - ...	42,860.31		3,043,062.50
Transfer	10/25/2006					1002 - Cash - ...	812.67		3,043,875.17
Check	10/25/2006			Guggenheim Corpor...		2116 - Guggen...		1,014,625.00	2,029,250.17
Check	10/25/2006			Guggenheim Corpor...		2116 - Guggen...		2,029,250.00	0.17
Deposit	12/14/2006			SIGNATURE BANK	Deposit	2168 - signatur...	800,000.00		800,000.17
Check	12/14/2006			David Jan Mitchell		Draw		780,000.00	20,000.17
Check	12/14/2006			SIGNATURE BANK	facility fee	6200 - interest ...		20,000.00	0.17
Check	12/15/2006			David Jan Mitchell		Draw		780,000.00	-779,999.83
Transfer	12/18/2006					1002 - Cash - ...		50,000.00	-829,999.83
Deposit	12/18/2006			SIGNATURE BANK	Deposit	2168 - signatur...	342,500.00		-487,499.83
Deposit	12/18/2006			David Jan Mitchell		2950 - Capital ...	700,000.00		212,500.17
Check	12/18/2006			Sarnet Leiberman		Draw		200,000.00	12,500.17
Check	12/19/2006			Ryder Properties		1112 - Loan Re...		12,500.00	0.17
Transfer	12/20/2006					1002 - Cash - ...		450,000.00	-449,999.83
Deposit	12/20/2006			SIGNATURE BANK	Deposit	2168 - signatur...	450,000.00		0.17
Transfer	12/21/2006					1002 - Cash - ...		12,000.00	-11,998.83
Deposit	12/21/2006			SIGNATURE BANK	Deposit	2168 - signatur...	12,000.00		0.17
Total 1000 - Cash - Sig Line a/c 071							6,610,187.68	6,610,887.98	0.17
1002 - Cash - Signature 1500878488									
Check	1/4/2006	1097		Moreno and Associat...	Zoning/Plannr...	6230 - License...		2,500.00	90.21
Transfer	1/4/2006					1000 - Cash - ...		300.00	-2,408.79
Transfer	1/6/2006					Contribution	850,000.00		-2,709.79
Bill Pmt-Check	1/9/2006	1098		HEARTLAND BANK		2000 - Account...	46,048.42		847,290.21
Check	1/9/2006			Verizon	Wireless	6340 - Telepho...	173.51		801,241.79
Check	1/9/2006			ISTAR Financial	Live Work mo...	Istar	183,416.76		801,068.28
Deposit	1/9/2006				RMI	4000 - Rental I...	58,000.00		617,651.52
Check	1/10/2006					6120 - Bank Se...		20.00	675,651.52
Transfer	1/11/2006				closing First A...	12-Aquarius		681,000.00	-5,368.48
Bill Pmt-Check	1/12/2006	1099		JMA architect	20051000229 ...	2000 - Account...	16,390.00		-21,758.48
Check	1/12/2006	1100		Shloh Ballentyne	Dec 27 - Jan 11	Temp Helper		1,206.00	-22,964.48
Check	1/12/2006					6120 - Bank Se...		20.00	-22,984.48
Transfer	1/12/2006				Overpay retur...	12-Aquarius	7,909.01		-15,075.47
Deposit	1/18/2006			ARS Management	Final transfer f...	4000 - Rental I...	58,300.00		43,224.53
Check	1/19/2006			ESANU KATSKY KO...		Legal		20,000.00	23,224.53
Deposit	1/20/2006				Reimburseme...	6180 - Insurance	1,394.15		24,618.68
Check	1/26/2006			LiveWork Rental Acc...	for alp	RMI		7,500.00	17,118.68
Transfer	1/26/2006				to cover apar...	Contribution	100,000.00		17,118.68
Check	1/27/2006	1101		Shloh Ballentyne	Jan. 12-26 2006	Temp Helper		1,206.00	115,912.68
Transfer	1/27/2006				NCS-194-479...	APCAR		50,000.00	65,912.68
Check	1/30/2006					6120 - Bank Se...		20.00	65,892.68
Check	1/30/2006			Kimley Horn and Ass...	Inv. # 204613...	Engineering		10,850.00	55,042.68
Transfer	1/31/2006				From parking l...	1107 - Transfer...	5,000.00		60,042.68
Transfer	1/31/2006				Used for Stalo...	Contribution	900,000.00		960,042.68
Transfer	1/31/2006				Wine to Ameri...	Blaylock		750,000.00	210,042.68
Transfer	1/31/2006				To National Tl...	Blaylock		75,000.00	135,042.68
Check	1/31/2006			Tameka Ramsey	End of year b...	6270 - Professi...		5,000.00	130,042.68
Transfer	1/31/2006				Land Title Dev...	Devin		25,000.00	105,042.68
Transfer	1/31/2006					Bookstons		100,000.00	5,042.68
Transfer	2/1/2006				For extension ...	Beasley		17,000.00	-11,957.32
Transfer	2/1/2006				cash contributi...	Contribution	20,000.00		8,042.68
Check	2/1/2006			American Express		-SPLIT-		6,657.29	1,385.39
Deposit	2/2/2006			FIRST AMERICAN T...	Refund of ove...	Blaylock	27,113.85		28,499.24
Deposit	2/6/2006				Deposit	RMI	100,000.00		128,499.24

CONFIDENTIAL INFORMATION

MIT000593

RICH00206

50028-0206
Case No.: A-16

RA 008780

12:05 PM
09/02/15
Accrual Basis

**Las Vegas Land Partners
General Ledger
As of December 31, 2007**

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1000 - Cash - Sig Line a/c 071									
Check	1/2/2007			SIGNATURE BANK		6200 - Interest ...		6,353.46	0.17
Check	1/4/2007					1002 - Cash - ...	6,353.29		-6,353.29
Check	2/1/2007			SIGNATURE BANK		6200 - Interest ...		15,825.08	0.00
Transfer	2/2/2007				for interest ex...	1002 - Cash - ...	15,825.08		-15,825.08
Check	3/1/2007			SIGNATURE BANK		6200 - Interest ...		14,385.29	0.00
Check	3/2/2007			SIGNATURE BANK		1018 - Signatur...	11,095.72		-14,385.29
Transfer	3/2/2007					1107 - Transfer...	3,289.57		-3,289.57
Check	4/2/2007			SIGNATURE BANK		6200 - Interest ...		15,926.57	0.00
Transfer	4/3/2007					1002 - Cash - ...	15,926.57		-15,926.57
Check	5/1/2007			SIGNATURE BANK		6200 - Interest ...		15,412.82	0.00
Transfer	5/2/2007					1002 - Cash - ...	15,412.82		-15,412.82
Check	6/1/2007			SIGNATURE BANK		6200 - Interest ...		15,926.57	0.00
Check	6/6/2007			SIGNATURE BANK		1002 - Cash - ...	15,926.57		-15,926.57
Check	7/2/2007			SIGNATURE BANK		6200 - Interest ...		15,412.81	0.00
Check	7/3/2007			Signature Bank Line ...	Interest paym...	1002 - Cash - ...	15,412.81		-15,412.81
Check	8/1/2007			SIGNATURE BANK		6200 - Interest ...		15,926.58	0.00
Check	8/6/2007			Signature Bank Line ...	Interest paym...	1002 - Cash - ...	11,000.00		-15,926.58
Transfer	8/6/2007				transfer from ...	1250 - CLEARI...	5,000.00		-4,526.58
Check	9/4/2007			Signature Bank Line ...	Interest paym...	1002 - Cash - ...	17,000.00		73.42
Check	9/4/2007			SIGNATURE BANK		6200 - Interest ...		15,926.57	17,073.42
Check	10/1/2007			Signature Bank Line ...	Interest paym...	1002 - Cash - ...	13,932.71		1,146.85
Check	10/1/2007			SIGNATURE BANK		6200 - Interest ...		15,079.56	15,079.56
Check	11/1/2007			SIGNATURE BANK		6200 - Interest ...		15,079.56	0.00
Check	11/2/2007		DM			1002 - Cash - ...	15,065.68		-15,065.68
Check	11/30/2007		DM			1002 - Cash - ...	15,065.68		0.00
Check	12/17/2007			SIGNATURE BANK		6200 - Interest ...		14,163.12	15,065.68
Total 1000 - Cash - Sig Line a/c 071							176,306.50	175,404.11	902.58
1002 - Cash - Signature 1500570488									
Deposit	1/2/2007			Printing House Fitne...	Deposit	Contribution	80,000.00		5,650.80
Transfer	1/2/2007				draw	2167 - Signatu...	395,000.00		85,650.80
Transfer	1/2/2007					Contribution	100,000.00		480,650.80
Check	1/2/2007			Ryder Properties	loan	1112 - Loan Re...		500,000.00	580,650.80
Check	1/2/2007	1245		City of Las Vegas		6265 - Filing Fe...	800.00		60,650.80
Check	1/2/2007	1210		The Greenwich Grou...		6080 - Loan Fe...	50,000.00		79,650.80
Check	1/4/2007					1000 - Cash - ...	6,353.29		23,850.80
Deposit	1/4/2007				livework reserve	1017 - Signatur...	16,096.31		29,497.51
Deposit	1/4/2007				livework reser...	1018 - Signatur...	18,826.01		39,583.82
Deposit	1/9/2007			RMI	Deposit	RMI	20,000.00		58,419.83
Check	1/9/2007			David Jan Mitchell	Draw			25,000.00	78,419.83
Check	1/10/2007			Staples	6090 - Office s...			2,000.00	53,419.83
Check	1/10/2007			Ryder Properties	loan	1112 - Loan Re...		10,000.00	2,000.00
Deposit	1/10/2007				Deposit	Aquarius	32,000.00		51,419.83
Deposit	1/10/2007			RMI	Deposit	RMI	20,000.00		73,419.83
Check	1/12/2007			Dynamex	bank check	6250 - Postage...		684.44	93,419.83
Check	1/12/2007	1158		Los Tarkanian for Cl...		6050 - Donation	5,000.00		92,735.39
Check	1/18/2007	Wire		Tamaka Ramsey	Bonus	6035 - Consult...	11,525.00		87,735.39
Check	1/18/2007	1211		City of Las Vegas		6265 - Filing Fe...	800.00		76,210.39
Check	1/18/2007			Ryder Properties	loan	6265 - Filing Fe...	800.00		75,410.39
Deposit	1/23/2007				Deposit	1112 - Loan Re...		6,500.00	68,910.39
Transfer	1/23/2007					Contribution	80,000.00		148,910.39
Check	1/23/2007			Ryder Properties	loan	1107 - Transfer...	5,000.00		153,910.39
Check	1/23/2007			RMI		1112 - Loan Re...		99,262.34	54,648.05
Check	1/23/2007					RMI	50,000.00		4,648.05
Check	1/24/2007				Rene for Rout...	6035 - Consult...		155.00	4,498.05
Check	1/25/2007			Ryder Properties	loan	1112 - Loan Re...	2,460.00		2,038.05
Check	1/30/2007	1124		Cushman Wakefield	Queen of Hea...	Appraisal	3,750.00		-1,711.95
Check	1/30/2007	1176		Tim McGany	VOID: Rent fo...	8015 - Cromer	0.00		-1,711.95
Check	1/31/2007			American Express	partial payment	6040 - Credit C...		271.00	-1,982.95
Deposit	2/1/2007				LiveWork Res...	1018 - Signatur...	14,908.79		12,925.84
Deposit	2/1/2007				LiveWork Res...	1017 - Signatur...	16,016.83		28,942.67
Check	2/1/2007			Ryder Properties	loan	1112 - Loan Re...		5,025.81	23,916.86
Transfer	2/1/2007			Mitchell & Co	Loan to cover ...	1250 - CLEARI...	6,238.00		17,678.86
Transfer	2/1/2007					1250 - CLEARI...	100.00		17,578.86
Check	2/1/2007			Verizon	Wireless 2892...	6340 - Telepho...	166.35		17,412.51
Transfer	2/2/2007				for interest ex...	1000 - Cash - ...	15,825.08		1,587.43
Deposit	2/6/2007			Barnet Leiberman	Deposit	Contribution	150,000.00		151,587.43
Check	2/6/2007			Ryder Properties	loan	1112 - Loan Re...		150,145.18	1,442.25
Deposit	2/9/2007				Deposit	Aquarius	34,000.00		35,442.25
Deposit	2/9/2007			RMI	Deposit	RMI	10,000.00		45,442.25
Deposit	2/12/2007			RMI	Deposit	RMI	20,000.00		65,442.25
Check	2/13/2007			American Express	partial payment	6040 - Credit C...		5,000.00	60,442.25
Check	2/13/2007			Ryder Properties	loan	1112 - Loan Re...	28,000.00		32,442.25
Check	2/15/2007	1126		Arct Architecture pc	Regarding Aq...	6010 - Architec...	10,000.00		22,442.25
Check	2/21/2007				To Chris Berm...	6090 - Office s...	60.00		22,382.25
Check	2/21/2007			Ryder Properties	loan	1112 - Loan Re...	13,607.00		8,775.25
Check	2/22/2007	wire		Marshall & Stevens		6045 - Develop...	3,500.00		5,275.25
Transfer	2/23/2007				not sure	1250 - CLEARI...	1,764.00		7,039.25
Check	2/26/2007	1197			Barnet to give ...	6075 - Gift		2,500.00	4,539.25
Check	2/26/2007	1198			Barnet to give ...	6075 - Gift		2,500.00	2,039.25
Check	2/26/2007	1199		DEL Consulting Ltd.		6035 - Consult...	15,000.00		-12,960.75
Check	2/28/2007	1248		Dubinsky Consulting ...	Deposit - Desi...	Engineering	3,000.00		-15,960.75
Transfer	2/28/2007					Contribution	15,000.00		-960.75
Deposit	3/8/2007				interest reserv...	1017 - Signatur...	12,359.17		11,398.42
Transfer	3/8/2007					1107 - Transfer...	1,710.43		13,108.85
Deposit	3/8/2007				Deposit	6380 - Transpo...	2,891.59		16,000.44
Deposit	3/9/2007				Deposit	Aquarius	34,000.00		50,000.44
Check	3/12/2007	1180		City of Las Vegas		6265 - Filing Fe...	800.00		49,200.44
Check	3/12/2007	1179		City of Las Vegas		6265 - Filing Fe...	2,600.00		46,600.44
Check	3/12/2007			Triopoly LLC	Triopoly \$4.39...	6200 - Interest ...	6,620.60		39,979.84
Check	3/13/2007			Ryder Properties	loan	1112 - Loan Re...	10,651.29		29,328.55
Check	3/15/2007	1247		The Committee to re...		6050 - Donaton	2,500.00		26,828.55
Bill Print-Check	3/21/2007	Wire 5...		American Express 3...	Opening bal...	2000 - Account...		5,000.00	21,828.55

CONFIDENTIAL INFORMATION

SPZ000973

RICH00207

50028-0207
Case No.: A-16

RA 008781

12:07 PM
09/02/18
Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1000 - Cash - Sig Line a/c 071									902.56
Total 1000 - Cash - Sig Line a/c 071									902.56
1002 - Cash - Signature 1900670489									181,032.14
Check	1/4/2008	DM				6200 - Interest ...		13,454.96	167,577.18
Deposit	1/10/2008				Deposit	Aquarius	32,000.00		199,577.18
Check	1/10/2008	DM				Salary		5,377.26	194,199.92
Check	1/11/2008	1035		Valley National Bank	Kleinfelder As...	Appraisal		2,800.00	191,399.92
Deposit	1/11/2008				Deposit	Forest City	40,000.00		231,399.92
Deposit	1/11/2008				Deposit	6040 - Credit C...	10,005.31		241,405.23
Deposit	1/17/2008				Deposit	6040 - Credit C...	1,000.00		242,405.23
Deposit	1/18/2008				Deposit	6045 - Develop...	92.01		242,497.24
Check	1/18/2008	1040		Corporation Services...		Statutory Repr...		552.00	241,945.24
Check	1/18/2008	1039		Corporation Services...		Statutory Repr...		552.00	241,393.24
Check	1/18/2008	1037		Carmel Private Car &...	Acct# 07159 L...	6350 - Travel &...		263.70	241,129.54
Check	1/18/2008	1038		Carmel Private Car &...	Acct# 07159 L...	6350 - Travel &...		255.70	240,873.84
Check	1/18/2008	1044		Greenwich Group	agency fee for...	6080 - Loan Fe...	100,000.00		140,873.84
Check	1/18/2008	1042		SKE Group, LLC		6650 - Accounti...	4,750.00		136,123.84
Check	1/18/2008	DM				6045 - Develop...		43.00	136,080.84
Check	1/18/2008	DM				6045 - Develop...		92.01	135,988.83
Check	1/18/2008	DM				6045 - Develop...		92.01	135,896.82
Check	1/22/2008	DM		American Express		6040 - Credit C...	2,343.08		133,553.74
Check	1/23/2008	DM				1250 - CLEARI...	1,000.00		132,553.74
Check	1/23/2008	DM				6120 - Bank Se...		10.00	132,543.74
Deposit	1/24/2008				Deposit	6040 - Credit C...	16,596.46		149,140.20
Deposit	1/24/2008				Deposit	1250 - CLEARI...	1,000.00		150,140.20
Check	1/25/2008	DM				Draw	100,000.00		50,140.20
Check	1/28/2008	DM				6120 - Bank Se...		25.00	50,115.20
Check	1/29/2008	DM				1250 - CLEARI...	1,000.00		49,115.20
Check	1/29/2008	DM				6120 - Bank Se...		10.00	49,505.20
Deposit	1/30/2008				Deposit	Contribution	10,000.00		59,505.20
Check	1/30/2008	DM				Salary		5,365.61	54,139.59
Check	2/5/2008			BENNY GARCIA		6045 - Develop...		100.00	54,039.59
Deposit	2/7/2008			Barnet Leiberman	Deposit	Contribution	2,800,000.00		2,854,039.59
Check	2/8/2008			Forest City Develop...	note payable	2136 - Keybar...		2,800,000.00	54,039.59
Deposit	2/11/2008			Aquarius LLC	Deposit	Aquarius	30,000.00		84,039.59
Deposit	2/11/2008			Tameka Ramsey	Deposit	6045 - Develop...	1,020.00		85,059.59
Check	2/13/2008			Payroll		Salary		5,227.96	79,831.63
Check	2/13/2008					6120 - Bank Se...		25.00	79,776.63
Check	2/14/2008			American Express	Amex	6040 - Credit C...	7,570.47		72,206.16
Check	2/14/2008	1046		BENNY GARCIA	Moving	6045 - Develop...	700.00		71,506.16
Check	2/14/2008			Mitchell & Co	Dynamex	6045 - Develop...		22.07	71,484.09
Check	2/14/2008			Mitchell & Co	travel	6045 - Develop...		455.56	71,028.53
Check	2/14/2008			Santoro Driggs Walc...		Legal	5,350.82		65,677.71
Check	2/14/2008			Brownstein Hyatt Far...		6270 - Professi...	3,803.69		61,874.02
Check	2/14/2008			Brownstein Hyatt Far...		6270 - Professi...	464.40		61,409.62
Check	2/14/2008			CCA		6045 - Develop...	564.32		60,825.30
Check	2/14/2008			Santoro Driggs Walc...		Legal	11,594.71		49,230.59
Check	2/15/2008	1047		Credit Bureau		6045 - Develop...	75.00		49,155.59
Check	2/17/2008			Ted Martell		6045 - Develop...	98.36		49,057.23
Check	2/18/2008			Brownstein Hyatt Far...		6270 - Professi...	3,042.71		46,014.52
Check	2/18/2008			JMA architect		6010 - Architect...	16,492.14		29,522.38
Check	2/18/2008			Payroll	Additional	Salary		706.51	28,815.87
Check	2/21/2008	1051		Larry Brown for Cou...		6045 - Develop...	1,000.00		27,815.87
Check	2/28/2008	1041		Sarah Moore	T & E reimbur...	6350 - Travel &...	10.00		27,805.87
Check	2/28/2008	1055		Clark County Treasu...	919	Aquarius Owne...	538.89		27,266.98
Check	2/28/2008	1054		Clark County Treasu...	923	Aquarius Owne...	361.30		26,905.68
Check	2/28/2008	1056		Clark County Treasu...	927	Aquarius Owne...	75.45		26,830.23
Check	2/28/2008	1057		Clark County Treasu...	932	Aquarius Owne...	1,241.22		24,809.01
Check	2/28/2008	1058		Clark County Treasu...	305-330	Aquarius Owne...	15,119.50		9,789.51
Check	2/28/2008	1059		Clark County Treasu...	305-330	Aquarius Owne...	4,893.41		4,896.10
Deposit	2/27/2008			Tameka Ramsey	Deposit	6045 - Develop...	500.00		5,396.10
Check	2/27/2008			Payroll		Salary	5,498.69		-105.59
Check	3/3/2008			Tameka Ramsey	bounced chec...	6045 - Develop...	500.00		-605.59
Check	3/3/2008			Tameka Ramsey	bounced chec...	6120 - Bank Se...		10.00	-615.59
Check	3/7/2008	1161		Valley National Bank	Interest Paym...	6200 - Interest ...		30,434.14	-31,049.73
Deposit	3/10/2008			Aquarius LLC	Deposit	Aquarius	30,000.00		-1,049.73
Check	3/12/2008			Payroll		Salary		5,369.48	-6,419.21
Deposit	3/17/2008			Tameka Ramsey	Deposit	1250 - CLEARI...	1,000.00		-5,419.21
Deposit	3/18/2008			Forest City Develop...	Deposit	Forest City	74,000.00		68,580.79
Deposit	3/18/2008			leah property	Transfer from	Aquarius	10,000.00		78,580.79
Check	3/18/2008			Ryder Properties	Loan to Ryder	1112 - Loan Re...		10,000.00	68,580.79
Check	3/18/2008			American Express	Amex	6040 - Credit C...	2,410.54		66,170.25
Check	3/24/2008				Loan to Signat...	6200 - Interest ...		33,203.35	32,966.90
Deposit	3/28/2008			Ryder Properties	Loan Repaym...	1112 - Loan Re...	10,000.00		42,966.90
Check	3/28/2008			Payroll		Salary		5,486.43	37,480.47
Check	3/28/2008	1061		APTUS Architecture		6010 - Architect...	3,486.00		33,994.47
Check	3/28/2008	1062		Arct Architecture pc	Regarding Aq...	6010 - Architect...	17,617.50		16,376.97
Check	3/28/2008	1064		Brownstein Hyatt Far...		6270 - Professi...	628.84		15,748.13
Check	3/28/2008	1065		Carmel Private Car &...		6350 - Travel &...	217.10		15,531.03
Check	3/28/2008			Dynamex		6045 - Develop...	36.50		15,494.53
Check	3/28/2008	1068		Lawrence Weekly Fo...		POLITICAL CO...	1,000.00		14,494.53
Check	3/28/2008	1067		Santoro Driggs Walc...		Legal	3,420.94		11,073.59
Check	3/28/2008			T-Mobile	Reimburse M ...	6340 - Telepho...	225.37		10,848.22
Check	3/28/2008	1068		City of Las Vegas	Tavern License	6045 - Develop...	1,200.00		9,648.22
Check	3/28/2008	1070		American Express	Leah Interest to VNB	6200 - Interest ...	11,458.40		-1,810.18
Check	3/28/2008			American Express	Reimburse DJM	6040 - Credit C...	688.01		-2,498.19
Check	3/28/2008	1071		Berkley for Congress		6045 - Develop...	2,300.00		-4,798.19
Check	3/28/2008	1072		City of Las Vegas		6045 - Develop...	20.00		-4,818.19
Check	4/8/2008	1074		City of Las Vegas	Parking Ticket	6045 - Develop...	300.00		-5,118.19
Check	4/8/2008	1075		City of Las Vegas	B & T Petson ...	6045 - Develop...	300.00		-5,418.19
Check	4/8/2008	1073		United Coin		6045 - Develop...	5,000.00		-10,418.19
Check	4/8/2008	1076		Baughman&Turner		Surveyor	1,600.00		-12,018.19

CONFIDENTIAL INFORMATION

SPZ000998

RICH00208

50028-0208
Case No.: A-16

RA 008782

12:07 PM
09/02/16
Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2009

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1000 - Cash - Sig Line a/c 071									902.56
Total 1000 - Cash - Sig Line a/c 071									902.56
1002 - Cash - Signature 1500570489									-6,699.90
Deposit	1/2/2009			NY Mellon Bank	Deposit	6045 - Develop...	41.02		-6,658.88
Deposit	1/5/2009			Barnet Leberman	Deposit	Contribution	25,000.00		18,341.12
Check	1/5/2009			SIGNATURE BANK		6200 - Interest ...		5,800.00	12,541.12
Check	1/5/2009			Leah Interest to VNB	Transfer to Le...	6045 - Develop...		12,900.00	-358.88
Check	1/5/2009			Ted Martell	Payroll	6045 - Develop...		6,495.12	-6,854.00
Check	1/6/2009					6120 - Bank Se...		25.00	-6,879.00
Check	1/6/2009	1143		Clark County Treasu...		6850 - Property		8,004.44	-14,883.44
Check	1/6/2009	1144		Clark County Treasu...		6850 - Property		2,503.23	-17,386.67
Check	1/6/2009	1145		Clark County Treasu...		6850 - Property		285.29	-17,671.96
Check	1/6/2009	1146		Clark County Treasu...		6850 - Property		191.28	-17,863.24
Check	1/6/2009	1147		Clark County Treasu...		6850 - Property		657.11	-18,520.35
Check	1/6/2009	1148		Clark County Treasu...		6850 - Property		401.53	-18,921.88
Check	1/6/2009			Clark County Assessor		6820 - Taxes		100.56	-19,022.44
Deposit	1/8/2009			Aquarius LLC	Deposit	Aquarius	20,000.00		-977.56
Check	1/12/2009			Payroll		6045 - Develop...		4,088.48	-3,090.82
Check	1/12/2009			leah property	Wine Fee Topoff	6045 - Develop...		500.00	-3,590.82
Deposit	1/12/2009				Deposit	6045 - Develop...	154.08		-3,436.84
Check	1/14/2009					6120 - Bank Se...		25.00	-3,461.84
Deposit	1/14/2009			Mitchell & Co	Reimburseme...	6045 - Develop...	11,801.63		8,339.79
Check	1/15/2009			Ted Martell	Payroll	6045 - Develop...		6,495.12	1,844.67
Check	1/15/2009			Ted Martell	Travel	6045 - Develop...		985.73	658.94
Check	1/22/2009			Payroll		6045 - Develop...		3,575.81	-2,716.87
Check	1/22/2009			American Express		6040 - Credit C...		1,000.00	-3,716.87
Check	1/28/2009			Nevada Dept of Tax...		6045 - Develop...		100.00	-3,816.87
Check	2/2/2009			Mitchell & Co	Reimburseme...	6045 - Develop...		6,422.32	-10,239.19
Check	2/2/2009			Ted Martell		6045 - Develop...		6,495.12	-16,734.31
Deposit	2/2/2009			Barnet Leberman	Deposit	Contribution	15,000.00		-1,734.31
Check	2/3/2009			SIGNATURE BANK		6200 - Interest ...		7,319.45	-9,053.76
Check	2/3/2009			Leah Interest to VNB	Transfer to Le...	6045 - Develop...		12,500.00	-21,553.76
Deposit	2/5/2009			Aquarius LLC	Deposit	Aquarius	15,000.00		-6,553.76
Check	2/6/2009			Payroll		6045 - Develop...		3,441.36	-9,995.12
Check	2/9/2009			David Jan Mitchell	Reimbursement...	David Mitchell ...		13,006.00	-22,996.12
General Journal	12/31/2009	KE 83	*		to reverse 200...	Aquarius	16,295.22		-6,699.90
General Journal	12/31/2009	KE 84	*		to record 2009...	David Mitchell ...		518.43	-7,218.33
General Journal	12/31/2009	KE 89	*		to adjust at 12...	5300 - Repairs ...	10,301.59		3,083.26
Total 1002 - Cash - Signature 1500570489							113,593.54	103,810.38	3,083.26
1003 - LVLP MM 1500889957									43.50
Total 1003 - LVLP MM 1500889957									43.50
1004 - Bank of America									0.00
Total 1004 - Bank of America									0.00
1005 - Cash-Aquarius exchange									0.74
Total 1005 - Cash-Aquarius exchange									0.74
1006 - Commerce Bank-4225									0.00
Total 1006 - Commerce Bank-4225									0.00
1007 - Due from mgmt company (RMI)									52,210.33
General Journal	12/31/2009	KE 85	*		to record 40%...	RMI	184,022.99		236,233.32
General Journal	12/31/2009	KE 82	*		to reclassify/a...	5300 - Repairs ...		148,007.00	88,226.32
General Journal	12/31/2009	KE 84	*		to adjust at 12...	5300 - Repairs ...		40,621.72	47,604.60
Total 1007 - Due from mgmt company (RMI)							184,022.99	188,628.72	47,604.60
1008 - Collateral Enhancement Keybank									0.00
Total 1008 - Collateral Enhancement Keybank									0.00
1009 - Interest reserve Heartland									0.00
Total 1009 - Interest reserve Heartland									0.00
1010 - Interest reserve NSB									0.00
Total 1010 - Interest reserve NSB									0.00
1011 - Loan reserve-Keybank									0.00
Total 1011 - Loan reserve-Keybank									0.00
1012 - Cromer property escrow-Keybank									0.00
Total 1012 - Cromer property escrow-Keybank									0.00
1013 - funds held NYPE									0.00
Total 1013 - funds held NYPE									0.00
1014 - JP Morgan Chase - Checking									0.00
Total 1014 - JP Morgan Chase - Checking									0.00
1015 - JP Morgan Chase - Money Market									0.00
Total 1015 - JP Morgan Chase - Money Market									0.00
1016 - Valley National Bank									0.01
Total 1016 - Valley National Bank									0.01
1017 - Signature Guggenheim Int Res Mz									0.00
Total 1017 - Signature Guggenheim Int Res Mz									0.00
1018 - Signature Guggenheim Int Res Sr									0.00
Total 1018 - Signature Guggenheim Int Res Sr									0.00

12:06 PM
09/02/15
Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2010

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1000 - Cash - Sig Line a/c 071									902.58
Total 1000 - Cash - Sig Line a/c 071									902.58
1002 - Cash - Signature 1500570489									3,083.26
General Journal	12/31/2010	ys 20...	*		cash activity	Draw	739.46		3,822.72
Total 1002 - Cash - Signature 1500570489							739.46	0.00	3,822.72
1003 - LVL P MM 1500889957									43.50
Total 1003 - LVL P MM 1500889957									43.50
1004 - Bank of America									0.00
Total 1004 - Bank of America									0.00
1005 - Cash-Aquarius exchange									0.74
Total 1005 - Cash-Aquarius exchange									0.74
1006 - Commerce Bank-4225									0.00
Total 1006 - Commerce Bank-4225									0.00
1007 - Due from mgmt company (RMI)									47,504.60
General Journal	12/31/2010	ys 20...	*			RMI	4,918.00		52,522.60
Total 1007 - Due from mgmt company (RMI)							4,918.00	0.00	52,522.60
1008 - Collateral Enhancement keybank									0.00
Total 1008 - Collateral Enhancement keybank									0.00
1009 - Interest reserve Heartland									0.00
Total 1009 - Interest reserve Heartland									0.00
1010 - Interest reserve NSB									0.00
Total 1010 - Interest reserve NSB									0.00
1011 - Loan reserve-Keybank									0.00
Total 1011 - Loan reserve-Keybank									0.00
1012 - Cromer property escrow-Keybank									0.00
Total 1012 - Cromer property escrow-Keybank									0.00
1013 - funds held NYPE									0.00
Total 1013 - funds held NYPE									0.00
1014 - JP Morgan Chase - Checking									0.00
Total 1014 - JP Morgan Chase - Checking									0.00
1015 - JP Morgan Chase - Money Market									0.00
Total 1015 - JP Morgan Chase - Money Market									0.00
1016 - Valley National Bank									0.01
Total 1016 - Valley National Bank									0.01
1017 - Signature Guggenheim Int Res Mz									0.00
Total 1017 - Signature Guggenheim Int Res Mz									0.00
1018 - Signature Guggenheim Int Res Sr									0.00
Total 1018 - Signature Guggenheim Int Res Sr									0.00
1020 - INTEREST RESERVE TOWER									0.00
Total 1020 - INTEREST RESERVE TOWER									0.00
1200 - Accounts Receivable									0.00
Total 1200 - Accounts Receivable									0.00
Development exp									0.00
General Journal	12/31/2010	ys 20...	*			RMI	135,040.00		135,040.00
Total Development exp							135,040.00	0.00	135,040.00
Due from Mgt Co unreconciled									0.00
Total Due from Mgt Co unreconciled									0.00
FC Vegas 38 LLC									0.00
Total FC Vegas 38 LLC									0.00
Loan & Exchange									0.00
Total Loan & Exchange									0.00
Loan from Barnett									0.00
Total Loan from Barnett									0.00
Loan to DJM									0.00
Total Loan to DJM									0.00
1103 - Leah RMI Operating acct									0.00
Total 1103 - Leah RMI Operating acct									0.00
1104 - LiveWork Rental Accounts									0.00
Total 1104 - LiveWork Rental Accounts									0.00
1105 - Due from Affiliates-Live Work									0.00
Total 1105 - Due from Affiliates-Live Work									0.00
1106 - Guggenheim Escrow-transfer tax									0.00

CONFIDENTIAL INFORMATION

SPZ001034

RICH00210

50028-0210
Case No.: A-16

RA 008784

Las Vegas Land Partners
General Ledger
As of December 31, 2011

Type	Date	Num	Adj	Name	Mem	Split	Debit	Credit	Balance
1000 - Cash - Big Lava ac 071	01/01/2011	ps111...							902.56
1000 - Cash - Big Lava ac 071	01/01/2011	ps111...							0.00
General Journal									902.56
General Journal									0.00
1403 - Cash - Signature 19887898	01/01/2011	ps111...							0.00
General Journal									0.00
General Journal									0.00
Deposit	01/12/2011			West One			481.47	0.01	1,823.73
Deposit	01/12/2011			Las Vegas Land Partners			44.84	0.01	4,304.18
Deposit	01/22/2011			Signature Bank			10,666.25	0.01	4,348.03
Deposit	01/22/2011			Signature Bank			7,000.00	0.01	4,307.22
Deposit	01/24/2011			Signature Bank			8,000.00	25.00	8,067.78
Deposit	01/24/2011			Signature Bank			201.00	0.01	8,067.78
Deposit	02/22/2011			Signature Bank			5,597.29	0.01	2,508.48
Deposit	02/22/2011			Signature Bank			873.50	0.01	2,280.83
Deposit	02/22/2011			Signature Bank			8,000.00	0.01	4,519.17
Deposit	02/22/2011			Signature Bank			500.00	0.01	489.83
Deposit	02/22/2011			Signature Bank			8,500.00	0.01	9,181.17
Deposit	02/22/2011			Signature Bank			3,000.00	0.01	2,519.17
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,484.83
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,440.00
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,395.16
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,350.32
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,305.48
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,260.64
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,215.80
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,170.96
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,126.12
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,081.28
Deposit	02/22/2011			Signature Bank			44.84	0.01	2,036.44
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,991.60
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,946.76
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,901.92
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,857.08
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,812.24
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,767.40
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,722.56
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,677.72
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,632.88
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,588.04
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,543.20
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,498.36
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,453.52
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,408.68
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,363.84
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,319.00
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,274.16
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,229.32
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,184.48
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,139.64
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,094.80
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,049.96
Deposit	02/22/2011			Signature Bank			44.84	0.01	1,005.12
Deposit	02/22/2011			Signature Bank			44.84	0.01	960.28
Deposit	02/22/2011			Signature Bank			44.84	0.01	915.44
Deposit	02/22/2011			Signature Bank			44.84	0.01	870.60
Deposit	02/22/2011			Signature Bank			44.84	0.01	825.76
Deposit	02/22/2011			Signature Bank			44.84	0.01	780.92
Deposit	02/22/2011			Signature Bank			44.84	0.01	736.08
Deposit	02/22/2011			Signature Bank			44.84	0.01	691.24
Deposit	02/22/2011			Signature Bank			44.84	0.01	646.40
Deposit	02/22/2011			Signature Bank			44.84	0.01	601.56
Deposit	02/22/2011			Signature Bank			44.84	0.01	556.72
Deposit	02/22/2011			Signature Bank			44.84	0.01	511.88
Deposit	02/22/2011			Signature Bank			44.84	0.01	467.04
Deposit	02/22/2011			Signature Bank			44.84	0.01	422.20
Deposit	02/22/2011			Signature Bank			44.84	0.01	377.36
Deposit	02/22/2011			Signature Bank			44.84	0.01	332.52
Deposit	02/22/2011			Signature Bank			44.84	0.01	287.68
Deposit	02/22/2011			Signature Bank			44.84	0.01	242.84
Deposit	02/22/2011			Signature Bank			44.84	0.01	198.00
Deposit	02/22/2011			Signature Bank			44.84	0.01	153.16
Deposit	02/22/2011			Signature Bank			44.84	0.01	108.32
Deposit	02/22/2011			Signature Bank			44.84	0.01	63.48
Deposit	02/22/2011			Signature Bank			44.84	0.01	18.64
Deposit	02/22/2011			Signature Bank			44.84	0.01	-26.20
Deposit	02/22/2011			Signature Bank			44.84	0.01	-71.04
Deposit	02/22/2011			Signature Bank			44.84	0.01	-115.88
Deposit	02/22/2011			Signature Bank			44.84	0.01	-160.72
Deposit	02/22/2011			Signature Bank			44.84	0.01	-205.56
Deposit	02/22/2011			Signature Bank			44.84	0.01	-250.40
Deposit	02/22/2011			Signature Bank			44.84	0.01	-295.24
Deposit	02/22/2011			Signature Bank			44.84	0.01	-340.08
Deposit	02/22/2011			Signature Bank			44.84	0.01	-384.92
Deposit	02/22/2011			Signature Bank			44.84	0.01	-429.76
Deposit	02/22/2011			Signature Bank			44.84	0.01	-474.60
Deposit	02/22/2011			Signature Bank			44.84	0.01	-519.44
Deposit	02/22/2011			Signature Bank			44.84	0.01	-564.28
Deposit	02/22/2011			Signature Bank			44.84	0.01	-609.12
Deposit	02/22/2011			Signature Bank			44.84	0.01	-653.96
Deposit	02/22/2011			Signature Bank			44.84	0.01	-698.80
Deposit	02/22/2011			Signature Bank			44.84	0.01	-743.64
Deposit	02/22/2011			Signature Bank			44.84	0.01	-788.48
Deposit	02/22/2011			Signature Bank			44.84	0.01	-833.32
Deposit	02/22/2011			Signature Bank			44.84	0.01	-878.16
Deposit	02/22/2011			Signature Bank			44.84	0.01	-923.00
Deposit	02/22/2011			Signature Bank			44.84	0.01	-967.84
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,012.68
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,057.52
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,102.36
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,147.20
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,192.04
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,236.88
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,281.72
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,326.56
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,371.40
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,416.24
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,461.08
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,505.92
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,550.76
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,595.60
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,640.44
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,685.28
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,730.12
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,774.96
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,819.80
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,864.64
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,909.48
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,954.32
Deposit	02/22/2011			Signature Bank			44.84	0.01	-1,999.16
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,044.00
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,088.84
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,133.68
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,178.52
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,223.36
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,268.20
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,313.04
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,357.88
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,402.72
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,447.56
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,492.40
Deposit	02/22/2011			Signature Bank			44.84	0.01	-2,537.24
Deposit	02/22/2011			Signature Bank					

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1992 - Cash - Signature 156697848									
Check	01/03/2012			Barnet Lieberman					10,154.40
Deposit	01/04/2012			Wink One	Draw				5,454.40
Check	01/09/2012	1215		Scott Jones Walker, Inc.	4270 - Professional Fees	48.20	4,700.00		5,500.60
Check	01/19/2012			American Express	General & Administrative		1,400.00		4,100.60
Deposit	01/13/2012			Aquarius	4000 - Rental Income	8,000.00	197.00		3,903.60
Check	01/17/2012			David Jan Mitchell	1250 - CLEARING	5,000.00	5,000.00		11,903.60
Check	01/18/2012			David Jan Mitchell	1250 - CLEARING	5,000.00			6,903.60
Check	01/18/2012			American Express	General & Administrative		1,000.00		11,903.60
Check	01/18/2012			Valley National Bank	2400 - Partner Loans		11,000.00		10,903.60
Check	02/02/2012	1217		Wink One	2400 - Partner Loans	48.20			-98.40
Deposit	02/10/2012			Aquarius	4000 - Rental Income	10,000.00			9,949.80
Deposit	02/16/2012			David Jan Mitchell	Contribution	5,641.41			15,591.21
Check	02/16/2012	1235		SIGNATURE BANK	2400 - Partner Loans		6,710.00		8,881.21
Check	02/21/2012	1234		Staring Law, LLC	6270 - Professional Fees		10,000.00		-1,118.79
Check	02/27/2012			American Express	General & Administrative		235.00		-1,353.79
Deposit	03/05/2012			Wink One	4000 - Rental Income	48.20			-1,307.59
Deposit	03/06/2012			Aquarius	4000 - Rental Income	7,000.00			5,692.41
Check	03/14/2012	1237		Valley National Bank	Interest Exp	3,000.00	3,282.05		8,692.41
Check	03/14/2012			SIGNATURE BANK	Interest Exp	3,000.00	6,000.00		5,430.36
Check	03/28/2012	Confirma...		American Express	2400 - Partner Loans		233.00		-5,697.64
Check	03/28/2012			Wink One	General & Administrative	48.20			-602.64
Check	04/02/2012	1238		SME Group, LLC	WinkOne		500.00		-756.44
Check	04/02/2012			Aquarius	6270 - Professional Fees	8,000.00			-1,256.44
Check	04/07/2012	1239		David Jan Mitchell	4000 - Rental Income		1,249.88		6,743.56
Check	04/17/2012			Valley National Bank	Interest Exp		3,282.05		3,489.70
Check	04/25/2012	1240		American Express	Interest Exp	5,000.00	3,058.11		2,231.59
Check	04/25/2012			American Express	General & Administrative	48.20	304.00		1,489.54
Deposit	05/02/2012			Wink One	4000 - Rental Income				6,488.54
Check	05/02/2012			Wink One	Interest Exp	48.20			6,535.74
Check	05/02/2012			SIGNATURE BANK	Interest Exp	2,877.27			3,558.47
Check	05/02/2012			SIGNATURE BANK	Interest Exp	2,000.00	1,875.27		1,583.20
Check	05/14/2012	1242		Valley National Bank	4000 - Rental Income		4,378.40		-1,104.20
Check	05/28/2012			American Express	General & Administrative	5,000.00	3,100.00		-793.20
Check	06/05/2012			Aquarius	4000 - Rental Income	5,000.00			3,895.80
Check	06/05/2012			SIGNATURE BANK	Interest Exp	48.20	5,117.82		-1,221.82
Check	06/08/2012			Wink One	Contribution	48.20			-1,175.62
Check	06/21/2012			David Jan Mitchell	Interest Exp	5,000.00			3,824.36
Check	06/25/2012	1243		David Jan Mitchell	Interest Exp	4,522.28			8,448.66
Check	06/25/2012			Valley National Bank	4000 - Rental Income	4,822.28	5,000.00		-1,075.62
Check	07/02/2012	1244		SME Group, LLC	Interest Exp	6,000.00	5,000.00		4,924.36
Check	07/02/2012			Aquarius	General & Administrative		309.00		4,615.36
Check	07/03/2012			American Express	WinkOne	48.20			4,567.16
Check	07/03/2012			Wink One	Contribution	200,000.00	200,000.00		204,667.16
Check	07/16/2012			David Jan Mitchell	2187 - Signature bank line	4,932.54			4,891.58
Check	07/17/2012			SIGNATURE BANK	Contribution	4,932.54			9,614.12
Check	07/20/2012			David Jan Mitchell	Interest Exp	3,172.00			4,691.56
Check	07/20/2012			SIGNATURE BANK	Interest Exp	4,289.56			4,289.56
Check	07/26/2012			American Express	General & Administrative		4,378.40		-80.82
Check	07/31/2012	1245		Valley National Bank	Interest Exp	48.20			-40.62
Check	08/03/2012			Wink One	General & Administrative		339.00		-379.62
Check	08/24/2012			American Express	Contribution	50,000.00			49,620.38
Check	08/24/2012			David Jan Mitchell	2187 - Signature bank line	5,300.00	50,000.00		-379.62
Check	08/28/2012			SIGNATURE BANK	Contribution	5,300.00			4,526.38
Check	09/07/2012	1246		David Jan Mitchell	6270 - Professional Fees	48.20	5,300.00		-379.62
Check	09/07/2012			Condon, Driggs et al	WinkOne	48.20			-353.42
Check	09/17/2012	1189		David Jan Mitchell	6270 - Professional Fees	48.20	5,300.00		-353.42
Check	09/27/2012			American Express	General & Administrative		335.00		-688.42
Check	10/01/2012			Wink One	Contribution	48.20			-622.22
Check	10/25/2012			David Jan Mitchell	Contribution	5,300.00			-344.22
Check	10/25/2012			David Jan Mitchell	Contribution	5,300.00			5,015.78
Check	10/26/2012			American Express	General & Administrative		339.00		4,677.78
Check	11/02/2012			David Jan Mitchell	Contribution	4,522.28			9,200.06

CONFIDENTIAL INFORMATION

SPZ000889

2:31 PM
11/18/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2013

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1082 - Cash - Signature	160878489								5,040.56
Check	01/02/2013	1259		Valley National Bank		2154 - Valley National Bank Loan		4,376.40	664.16
Deposit	01/07/2013			Wink One		WinkOne	48.79		712.97
Deposit	01/09/2013			David Jan Mitchell		Contribution	1,644.86		2,357.83
Check	01/09/2013			SIGNATURE BANK		2187 - Signature bank line		1,644.86	712.97
Check	01/11/2013	1257		SKE Group, LLC		6270 - Professional Fees	2,000.00		-1,287.03
Deposit	01/18/2013			David Jan Mitchell		Contribution	5,750.00		4,462.97
Check	01/23/2013	1260		Cotton, Driggs et al		6270 - Professional Fees		5,300.00	-837.03
Check	01/24/2013			American Express		General & Administrative		418.00	-1,258.03
Check	01/25/2013			Valley National Bank		2154 - Valley National Bank Loan		4,522.28	-5,778.31
Deposit	01/28/2013	1261		David Jan Mitchell		Contribution	4,522.28		-1,256.03
Deposit	02/04/2013			David Jan Mitchell		Contribution	2,200.00		943.97
Deposit	02/06/2013			David Jan Mitchell		Contribution	1,833.11		2,777.08
Check	02/08/2013			SIGNATURE BANK		2187 - Signature bank line		1,833.11	943.97
Deposit	02/14/2013			Wink One		WinkOne	48.98		992.95
Check	02/20/2013	1263		Valley National Bank		2154 - Valley National Bank Loan		4,522.28	-3,529.33
Deposit	02/21/2013			David Jan Mitchell		Contribution	10,487.28		6,957.95
Check	03/01/2013			American Express		General & Administrative		665.00	6,282.95
Check	03/07/2013			Cotton, Driggs et al		6270 - Professional Fees		5,300.00	992.95
Check	03/08/2013			SIGNATURE BANK		2187 - Signature bank line		1,655.71	-682.78
Deposit	03/13/2013			Wink One		WinkOne	48.98		-813.78
Deposit	03/28/2013			David Jan Mitchell		Contribution	15,050.00		14,436.22
Check	03/28/2013			American Express		General & Administrative		601.00	13,835.22
Check	04/01/2013	1269		Valley National Bank		2154 - Valley National Bank Loan		4,084.84	9,750.58
Deposit	04/02/2013			David Jan Mitchell		Contribution	4,084.84		13,835.22
Deposit	04/04/2013			David Jan Mitchell		Contribution	1,833.10		15,668.32
Check	04/04/2013	1266		Delaware Secretary Of State		6285 - Filing Fees		16.88	15,651.44
Check	04/04/2013			SIGNATURE BANK		2187 - Signature bank line		1,833.10	13,818.24
Check	04/08/2013	1285		Cotton, Driggs et al		6270 - Professional Fees		5,300.00	8,518.24
Check	04/08/2013	1288		SKE Group, LLC		6270 - Professional Fees		9,750.00	-1,231.78
Deposit	04/10/2013			Wink One		WinkOne	48.98		-1,182.78
Deposit	04/12/2013			David Jan Mitchell		Contribution	18,639.97		17,457.19
Check	04/18/2013	1272		Clark County Treasurer		6850 - Property		1,163.63	16,283.56
Check	04/18/2013	1271		Clark County Treasurer		6850 - Property		1,658.26	14,625.30
Check	04/18/2013	1273		Clark County Treasurer		6850 - Property		1,658.26	12,967.04
Check	04/18/2013	1270		Clark County Treasurer		6850 - Property		1,948.84	11,028.20
Deposit	04/24/2013			David Jan Mitchell		Contribution	50,000.00		61,028.20
Check	04/25/2013			Valley National Bank		2154 - Valley National Bank Loan		50,000.00	11,028.20
Check	04/28/2013			American Express		General & Administrative		833.00	10,395.20
Check	04/29/2013	1275		Clark County Treasurer		6850 - Property		4,522.28	5,872.92
Deposit	05/08/2013			David Jan Mitchell		Contribution	1,773.98		7,646.90
Deposit	05/08/2013			David Jan Mitchell		Contribution	10,000.00		17,646.90
Check	05/08/2013	1274		Cotton, Driggs et al		6270 - Professional Fees		5,300.00	12,346.90
Check	05/08/2013			Poll & Ball, P.L.C.		6270 - Professional Fees		10,000.00	2,346.90
Check	05/08/2013			SIGNATURE BANK		2187 - Signature bank line		1,773.98	572.92
Deposit	05/07/2013			Wink One		WinkOne	48.98		621.90
Check	05/09/2013			SIGNATURE BANK		2187 - Signature bank line		15.00	606.90
Deposit	05/20/2013			David Jan Mitchell		Contribution	10,284.40		10,691.30
Deposit	05/28/2013			David Jan Mitchell		Contribution	5,000.00		15,691.30
Check	05/28/2013			American Express		General & Administrative		608.00	15,283.30
Check	05/28/2013			Cotton, Driggs et al		6270 - Professional Fees		5,300.00	9,983.30
Check	05/28/2013			Valley National Bank		2154 - Valley National Bank Loan		4,376.40	5,606.90
Check	05/28/2013			Zev E. Kaplan, Ltd.		6270 - Professional Fees		5,000.00	608.90
Deposit	06/09/2013			Wink One		WinkOne	48.98		655.88
Deposit	06/11/2013			David Jan Mitchell		Contribution	6,709.06		7,364.94
Check	06/11/2013			SIGNATURE BANK		2187 - Signature bank line		1,833.10	5,531.84
Check	06/14/2013	1279		Valley National Bank		2154 - Valley National Bank Loan		4,231.96	1,299.88
Check	06/28/2013			American Express		General & Administrative		644.00	655.88
Deposit	07/09/2013			Wink One		WinkOne	48.98		704.86
Deposit	07/09/2013			David Jan Mitchell		Contribution	1,773.88		2,478.84
Check	07/09/2013			SIGNATURE BANK		2187 - Signature bank line		1,773.98	704.86
Deposit	07/12/2013			David Jan Mitchell		Contribution	19,044.73		19,749.59
Check	07/18/2013	1281		Valley National Bank		2154 - Valley National Bank Loan		4,147.20	15,602.39
Check	07/18/2013	1280		Thompson Coburn LLP		6270 - Professional Fees		4,621.72	10,980.67
Check	07/24/2013	1282		Poll & Ball, P.L.C.		6270 - Professional Fees		9,894.81	1,285.86
Check	07/29/2013			American Express		General & Administrative		581.00	704.86
Deposit	08/13/2013			Wink One		WinkOne	48.98		753.84

CONFIDENTIAL INFORMATION

SPZ000894

2:32 PM
11/16/15
Cash Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2014

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1003 - Cash - Signature	1608870489								3,443.14
Deposit	01/08/2014			Wink One	Deposit	WinkOne	50.48		3,493.60
Check	01/07/2014			American Express		Travel		767.00	2,726.60
Check	01/14/2014			Valley National Bank		2154 - Valley National Bank Loan		4,048.60	-1,322.00
Deposit	01/15/2014			David Jan Mitchell	Deposit	Contribution	4,798.60		3,476.60
Check	01/15/2014			SIGNATURE BANK		6120 - Bank Service Charges		25.00	3,461.60
Check	01/15/2014			Zav E. Kaplan, Ltd.		6270 - Professional Fees		2,000.00	1,461.60
Deposit	01/17/2014			David Jan Mitchell	Deposit	Contribution	50,000.00		61,461.60
Check	01/22/2014	1316		Valley National Bank		2154 - Valley National Bank Loan		50,000.00	1,461.60
Check	01/28/2014			American Express		Travel		793.00	658.60
Deposit	02/06/2014			Wink One	Deposit	WinkOne	50.48		709.08
Deposit	02/18/2014			David Jan Mitchell	Deposit	Contribution	5,702.00		6,411.08
Check	02/18/2014	1318		Gibbs, Giden, Locher et al		6270 - Professional Fees		5,000.00	1,411.08
Deposit	03/05/2014			David Jan Mitchell	Deposit	Contribution	3,964.56		5,375.62
Check	03/05/2014	1317		Valley National Bank		2154 - Valley National Bank Loan		3,964.56	1,411.06
Deposit	03/14/2014			Wink One	Deposit	WinkOne	50.48		1,461.52
Deposit	03/18/2014			David Jan Mitchell	Deposit	Contribution	4,144.88		5,606.40
Check	03/20/2014			Dakota Business Checks		General & Administrative		141.47	5,464.93
Check	03/21/2014	1319		Valley National Bank		2154 - Valley National Bank Loan		3,442.88	2,022.05
Check	03/25/2014			American Express		Travel		1,409.00	613.05
Deposit	04/15/2014			Wink One	Deposit	WinkOne	50.48		663.51
Deposit	04/17/2014			David Jan Mitchell	Deposit	Contribution	10.05		673.56
Check	04/17/2014			Dynexis		General & Administrative		10.05	663.51
Check	04/21/2014	3001		Valley National Bank		2154 - Valley National Bank Loan		3,811.78	-3,148.25
Check	04/21/2014	3000		Valley National Bank		2154 - Valley National Bank Loan		50,000.00	-53,148.25
Deposit	04/22/2014			David Jan Mitchell	Deposit	Contribution	50,000.00		-3,148.25
Check	04/22/2014			SIGNATURE BANK		6120 - Bank Service Charges		50.00	-3,198.25
Deposit	04/23/2014			David Jan Mitchell	Deposit	Contribution	3,811.75		613.50
Deposit	04/23/2014			David Jan Mitchell	Deposit	Contribution	858.00		1,471.50
Check	04/23/2014			American Airlines		Travel		858.00	613.50
Deposit	04/25/2014			David Jan Mitchell	Deposit	Contribution	31,118.73		31,732.23
Check	04/28/2014	3008		Thompson Coburn LLP		6270 - Professional Fees		2,000.00	29,732.23
Check	04/28/2014	3009		Poti & Ball, P.L.C.		6270 - Professional Fees		2,559.02	27,173.21
Check	04/28/2014	3003		Gibbs, Giden, Locher et al		6270 - Professional Fees		6,185.03	20,988.18
Check	04/28/2014	3005		Provincia, Inc.		6270 - Professional Fees		10,000.00	10,988.18
Check	04/29/2014	3007		Poti & Ball, P.L.C.		6270 - Professional Fees		10,000.00	988.18
Check	04/30/2014			SIGNATURE BANK		6120 - Bank Service Charges		20.99	968.09
Check	05/01/2014	3004		Corporation Services Com...		6265 - Filing Fees		374.88	593.41
Deposit	05/07/2014			David Jan Mitchell	Deposit	Contribution	1,361.00		1,954.41
Check	05/07/2014			American Express		Travel		1,361.00	593.41
Deposit	05/15/2014			Wink One	Deposit	WinkOne	50.48		643.87
Deposit	05/28/2014			David Jan Mitchell	Deposit	Contribution	49.00		692.87
Check	05/28/2014			Southwest Airlines		Travel		49.00	643.87
Deposit	05/28/2014			David Jan Mitchell	Deposit	Contribution	392.73		1,036.60
Check	05/28/2014			Palms Place Front Delas V...		Travel		392.73	643.87
Deposit	05/30/2014			David Jan Mitchell	Deposit	Contribution	15,000.00		15,843.87
Check	05/30/2014			Gibbs, Giden, Locher et al		6270 - Professional Fees		15,000.00	643.87
Deposit	06/05/2014			David Jan Mitchell	Deposit	Contribution	9,598.26		10,242.13
Deposit	06/13/2014			Wink One	Deposit	WinkOne	50.48		10,292.59
Check	06/13/2014	3011		Thompson Coburn LLP		6270 - Professional Fees		6,962.26	1,330.33
Deposit	06/16/2014			David Jan Mitchell	Deposit	Contribution	4,593.00		5,823.33
Deposit	06/18/2014			David Jan Mitchell	Deposit	Contribution	300.00		6,223.33
Check	06/18/2014			Delaware Secretary Of State		6265 - Filing Fees		300.00	5,923.33
Check	06/19/2014	1321		Delaware Secretary Of State		6265 - Filing Fees		1,593.00	4,330.33
Check	06/30/2014			American Express		Travel		636.00	3,694.33
Deposit	07/02/2014			David Jan Mitchell	Deposit	Contribution	725.10		4,419.43
Check	07/02/2014	3017		Katsky Korins LLP		6270 - Professional Fees		284.00	4,135.43
Check	07/02/2014	3018		Katsky Korins LLP		6270 - Professional Fees		441.10	3,694.33
Deposit	07/06/2014			David Jan Mitchell	Deposit	Contribution	25,000.00		28,694.33
Check	07/06/2014	3020		Gibbs, Giden, Locher et al		6270 - Professional Fees		25,000.00	3,694.33
Deposit	07/12/2014			David Jan Mitchell	Deposit	Contribution	463.50		4,157.83
Deposit	07/14/2014			David Jan Mitchell	Deposit	Contribution	604.00		4,761.83
Deposit	07/15/2014			Wink One	Deposit	WinkOne	50.48		4,812.29
Deposit	07/20/2014			David Jan Mitchell	Deposit	Contribution	6,719.60		11,531.89
Check	07/20/2014			Thompson Coburn LLP		6270 - Professional Fees		6,719.60	4,812.29
Check	07/28/2014			Delaware Secretary Of State		6265 - Filing Fees		463.50	4,348.79
Check	07/29/2014			American Express		Travel		604.00	3,744.79

CONFIDENTIAL INFORMATION

SPZ000900

Page 1

10:25 AM

01/31/18

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2015

Table with columns: Type, Date, Num, Adj, Name, Memo, Split, Debit, Credit, Balance. Contains multiple rows of financial transactions categorized by account numbers (1000, 1002, 1003, 1004, 1005).

CONFIDENTIAL INFORMATION

SPZ000506

Page 1

RICH00215

50028-0215
Case No.: A-16

RA 008789

10:16 AM
01/31/18
Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Mem	Split	Debit	Credit	Balance
1000 - Cash - Sig Line a/c 071									0.00
Total 1000 - Cash - Sig Line a/c 071									0.00
1002 - Cash - Signature 1886678489									0.00
Total 1002 - Cash - Signature 1500570489									0.00
1003 - LVL P MM 1500889957									0.00
Total 1003 - LVL P MM 1500889957									0.00
1004 - Bank of America									0.00
Total 1004 - Bank of America									0.00
1005 - Cash-Aquarius exchange									0.00
Total 1005 - Cash-Aquarius exchange									0.00
1006 - Commerce Bank-4228									0.00
Total 1006 - Commerce Bank-4225									0.00
1007 - Due from mgmt company (RMI)									0.00
Total 1007 - Due from mgmt company (RMI)									0.00
1008 - Collateral Enhancement keybank									0.00
Total 1008 - Collateral Enhancement keybank									0.00
1009 - Interest reserve Heartland									0.00
Total 1009 - Interest reserve Heartland									0.00
1010 - Interest reserve NSB									0.00
Total 1010 - Interest reserve NSB									0.00
1011 - Loan reserve-Keybank									0.00
Total 1011 - Loan reserve-Keybank									0.00
1012 - Cromer property escrow-Keybank									0.00
Total 1012 - Cromer property escrow-Keybank									0.00
1013 - funds held NYPE									0.00
Total 1013 - funds held NYPE									0.00
1014 - JP Morgan Chase - Checking									0.00
Total 1014 - JP Morgan Chase - Checking									0.00
1015 - JP Morgan Chase - Money Market									0.00
Total 1015 - JP Morgan Chase - Money Market									0.00
1016 - Valley National Bank									0.00
Total 1016 - Valley National Bank									0.00
1017 - Signature Guggenheim Int Res Mz									0.00
Total 1017 - Signature Guggenheim Int Res Mz									0.00
1018 - Signature Guggenheim Int Res Sr									0.00
Total 1018 - Signature Guggenheim Int Res Sr									0.00
1020 - INTEREST RESERVE TOWER									0.00
Total 1020 - INTEREST RESERVE TOWER									0.00
1200 - Accounts Receivable									0.00
Total 1200 - Accounts Receivable									0.00
305 interest exchange									0.00
Total 305 interest exchange									0.00
777 PROPERTIES									0.00
Total 777 PROPERTIES									0.00
Aquarius									0.00
Total Aquarius									0.00
APACHE									0.00
Total APACHE									0.00
BEESELEY									0.00
Total BEESELEY									0.00
BLALOCK									0.00
Total BLALOCK									0.00
BRIDGE FUNDING									0.00
Total BRIDGE FUNDING									0.00
COLEMAN									0.00
Total COLEMAN									0.00
COOLIDGE									0.00
Total COOLIDGE									0.00

CONFIDENTIAL INFORMATION

SPZ000666

Page 1

RICH00216

50028-0216
Case No.: A-16

RA 008790

Exhibit RWCO 018

RICH00217

50028-0217
Case No.: A-16

RA 008791

Friday, January 20, 2017 at 11:58:08 AM Pacific Standard Time

Subject: Fwd: Disregarded entities
Date: Friday, December 16, 2016 at 9:47:00 AM Pacific Standard Time
From: David Mitchell
To: Garry Hayes
Attachments: image001.jpg, ATTO0001.htm, DISREGARDED ENTITIES.pdf, ATTO0002.htm

.....
DAVID MITCHELL
.....
Mitchell Holdings LLC
801 Madison Avenue
New York NY 10065
USA
1212-486-4444
djm@mitchellholdings.com

Begin forwarded message:

From: Sam Spitz <sam@skecpa.com>
Date: December 16, 2016 at 12:45:50 PM EST
To: "David Mitchell (djm@mitchellholdings.com)" <djm@mitchellholdings.com>
Subject: Disregarded entities

Attached is a schedule we previously provided to you which lists all of the entities that are disregarded for tax purposes. All transactions were reported on LVLP tax return

Sam K. Spitz, Esq., CPA
sam@skecpa.com

Page 1 of 1
LVLP7000046

RICH00218

50028-0218
Case No.: A-16

RA 008792

LVLP HOLDINGS

<u>LLC</u>	<u>Property</u>	<u>Date Acquired</u>
GAVIAYANA COMPANY LLC	JUDGES	2004
EXCHANGE FOR CASA MITCHELL LLC	LAKES	2004
CASA MITCHELL LLC	WHEELER	2005
LAS VEGAS BONNEVILLE PARTNERS LLC	PRUDENTIAL	2004
AVA PROPERTY LLC	DOCTORS	2004
STELLA PROPERTY LLC	KREIGER	2005
ZOE PROPERTY LLC	777 PROPERTY	2005
ZOE PROPERTY LLC	QUEEN OF HEARTS	2006
AARON PROPERTY LLC	GRAGSON	2005
MARC PROPERTY LLC	GREGORY II	2005
LEAH LLC	COOLIDGE	2005 PARTIAL SALE 2007
ADRIAN PROPERTY LLC	MASON	2005
AQUARIUS OWNER LLC	EAST CHARLESTON	2006 SOLD 2007
LAS VEGAS LAND PARTNERS	BLAYLOCK	2006
MEYER PROPERTY LLC	DEVLIN	2006
??	BOOKSTORE	2006
LIVEWORK LLC	SPILATRO	2005
LIVEWORK LLC	DESERT MANOR	2005
LIVEWORK LLC	BIGELOW "DAISY"	2005
LIVEWORK LLC	BIGELOW	2005
LIVEWORK LLC	SUNSTATE	2005
LIVEWORK LLC	APACHE	2005
LIVEWORK LLC	TOWERS	2005
LIVEWORK LLC	GLENNEN	2005
LIVEWORK LLC	COLEMAN	2005
LIVEWORK LLC	BEESELY	2006
LIVEWORK LLC	TRIOPOLY	2006
LIVEWORK LLC	LOGAN	2006
LIVEWORK LLC	CROMER	2007

LVLP7000047

RICH00219

50028-0219
Case No.: A-16

RA 008793

LLC	Property	Date Acquired	
LVLV HOLDINGS			
GAVIAYANA COMPANY LLC	JUDGES	2004	
EXCHANGE FOR CASA MITCHELL LLC	LAKES	2004	
CASA MITCHELL LLC	WHEELER	2005	
LAS VEGAS BONNEVILLE PARTNERS LLC	PRUDENTIAL	2004	
AVA PROPERTY LLC	DOCTORS	2004	
STELLA PROPERTY LLC	KREIGER	2005	
ZOE PROPERTY LLC	777 PROPERTY	2005	
ZOE PROPERTY LLC	QUEEN OF HEARTS	2006	
AARON PROPERTY LLC	GRAGSON	2005	
MARC PROPERTY LLC	GREGORY II	2005	
LEAH LLC	COOLIDGE	2005	PARTIAL SALE 2007
ADRIAN PROPERTY LLC	MASON	2005	
AQUARIUS OWNER LLC	EAST CHARLESTON	2006	SOLD 2007
LAS VEGAS LAND PARTNERS	BLAYLOCK	2006	
MEYER PROPERTY LLC	DEVLIN	2006	
??	BOOKSTORE	2006	
LIVEWORK LLC	SPILATRO	2005	
LIVEWORK LLC	DESERT MANOR	2005	
LIVEWORK LLC	BIGELOW "DAISY"	2005	
LIVEWORK LLC	BIGELOW	2005	
LIVEWORK LLC	SUNSTATE	2005	
LIVEWORK LLC	APACHE	2005	
LIVEWORK LLC	TOWERS	2005	
LIVEWORK LLC	GLENNEN	2005	
LIVEWORK LLC	COLEMAN	2005	
LIVEWORK LLC	BEESLEY	2006	
LIVEWORK LLC	TRIOPOLY	2006	
LIVEWORK LLC	LOGAN	2006	
LIVEWORK LLC	CROMER	2007	

Exhibit RWCO 019

RICH00221

50028-0221
Case No.: A-16

RA 008795

SIGNATURE BANK
565 FIFTH AVENUE
NEW YORK, NY 10017

PAGE 1
12/31/13



BARNET LIBERMAN
DAVID JAN MITCHELL
421 HUDSON ST
NEW YORK, NY 10014

CENTER NO. 75-001-222
OFFICER NO 116
CUSTOMER NO 00009200004113
ACCOUNT NO 92041130005001
INTEREST RATE 4.250000

****ATTENTION****
THIS ACCOUNT HAS MATURED. MATURITY DATE - 12/31/13

***** TRANSACTION HISTORY *****

POST DATE	EFFECT DATE	DESCRIPTION	TRANSACTION AMOUNT	PRINCIPAL BALANCE
		BEGINNING BALANCE		250,887.00
12/01/13	12/01/13	AUTO PMT - INTEREST	888.56-	250,887.00
12/09/13	12/09/13	PRINCIPAL PMT	46,000.00-	204,887.00
12/16/13	12/16/13	PRINCIPAL PMT	50,000.00-	154,887.00
		ENDING BALANCE		154,887.00

CONFIDENTIAL INFORMATION

SPZ000188

RICH00222

50028-0222
Case No.: A-16

RA 008796

11:10 AM
01/31/18
Cash Basis

Las Vegas Land Partners
Balance Sheet
As of December 31, 2013

	<u>Dec 31, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
1002 · Cash - Signature 1500570489	3,443.14
1005 · Cash-Aquarius exchange	5,526.72
1016 · Valley National Bank	375.50
Total Checking/Savings	<u>9,345.36</u>
Total Current Assets	9,345.36
Fixed Assets	
1500 · Property Investment	
1510 · Accumulated depreciation	-4,349,035.00
1500 · Property Investment - Other	18,584,125.25
Total 1500 · Property investment	14,235,090.25
1501 · Coolidge Building	
Accumulated Depr - Coolidge	-718,057.00
1501 · Coolidge Building - Other	2,267,746.00
Total 1501 · Coolidge Building	<u>1,549,689.00</u>
Total Fixed Assets	15,784,779.25
Other Assets	
Investment in FC/LW Vegas	1,384,621.00
Investment in PQ Las Vegas LLC	3,477,194.00
Total Other Assets	<u>4,861,815.00</u>
TOTAL ASSETS	<u><u>20,655,939.61</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2002 · Barnet - Expense Payable	15,542.89
2154 · Valley National Bank Loan	854,845.74
2167 · Signatue bank line	154,887.00
2400 · Partner Loans	3,515,696.44
Total Other Current Liabilities	<u>4,540,972.07</u>
Total Current Liabilities	4,540,972.07
Long Term Liabilities	
2136 · Keybank loan payable	21,104,001.00
Total Long Term Liabilities	<u>21,104,001.00</u>
Total Liabilities	25,644,973.07
Equity	
2900 · Capital BL	
Contribution	23,444.28
2900 · Capital BL - Other	-1,125,373.75
Total 2900 · Capital BL	-1,101,929.47
2950 · Capital DM	
Contribution	681,131.53
2950 · Capital DM - Other	-4,225,609.01
Total 2950 · Capital DM	-3,544,477.48
Net Income	-342,626.51
Total Equity	<u>-4,989,033.46</u>
TOTAL LIABILITIES & EQUITY	<u><u>20,655,939.61</u></u>

CONFIDENTIAL INFORMATION

SPZ000226

Page 1

RICH00223

50028-0223
Case No.: A-16

RA 008797

**Las Vegas Land Partners
General Ledger**
As of December 31, 2013

2:31 PM
1/1/15
Cash Basis

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
2167 - Signature bank line									
Check	01/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,644.86		-500,887.00
Check	02/06/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,833.11		-499,242.14
Check	03/06/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,833.11		-497,409.03
Check	04/04/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,833.10		-495,575.92
Check	05/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,773.98		-493,801.90
Check	06/11/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	15.00		-493,816.90
Check	07/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,833.10		-492,028.14
Check	08/16/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,773.98		-490,254.16
Check	09/12/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	250,000.00		-238,524.18
Check	09/18/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	1,833.11		-236,691.05
Check	10/22/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	918.17		-235,772.88
Check	11/19/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	888.56		-234,884.32
Check	12/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	918.18		-233,966.14
Check	12/09/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	23,000.00		-210,966.14
Check	12/19/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	444.28		-210,521.86
Check	12/19/2013			SIGNATURE BANK		1002 - Cash - Signature 1500570489	50,000.00		-160,521.86
General Journal	12/31/2013	ys1213-4			to record barml activity	-SPLIT	5,624.86		-154,897.00
Total 2167 - Signature bank line							346,000.00	0.00	-154,897.00
2490 - Partner Loans									-3,515,696.44
Total 2490 - Partner Loans									-3,515,696.44
2800 - Capital BL									1,720,991.71
Contribution									0.00
General Journal	12/31/2013	ys1213-4			to record barml activity	2187 - Signature bank line	0.00	23,444.28	-23,444.28
Total Contribution							0.00	23,444.28	-23,444.28
Draw									4,700.00
General Journal	01/01/2013	ys1212-00			redcess to close out prior period capital accounts	-SPLIT-	0.00	4,700.00	0.00
Total Draw							0.00	4,700.00	0.00
2800 - Capital BL - Other									1,716,281.71
General Journal	01/01/2013	ys1212-00			redcess to close out prior period capital accounts	Draw	0.00	590,917.96	1,125,373.75
Total 2800 - Capital BL - Other							0.00	590,917.96	1,125,373.75
2800 - Capital BL									1,101,928.47
Contribution									4,821,228.24
General Journal	01/01/2013	ys1212-00			redcess to close out prior period capital accounts	Draw	324,767.57	1,644.86	-324,769.31
Deposit	01/09/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,750.00	-1,646.60
Deposit	01/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,522.28	-7,396.60
Deposit	02/05/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		2,200.00	-11,618.88
Deposit	02/06/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,833.11	-14,118.88
Deposit	02/19/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		10,487.28	-15,851.99
Deposit	04/02/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		15,050.00	-28,439.27
Deposit	04/04/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,084.64	-41,488.27
Deposit	04/12/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,833.10	-45,573.91
Deposit	05/08/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		10,638.87	-47,407.01
Deposit	05/09/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		50,000.00	-66,046.96
Deposit	05/20/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		10,773.98	-116,046.86
Deposit	05/28/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		10,240.00	-117,620.96
Deposit	06/11/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		5,000.00	-146,105.96
Deposit	07/09/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		6,709.98	-149,815.96
Deposit	07/12/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,773.98	-151,589.40
Deposit	08/14/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		18,044.73	-170,633.13
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		850.00	-171,483.13
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		1,833.11	-173,316.24
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,285.44	-177,601.68
Deposit	08/16/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		4,285.44	-181,887.12
Deposit	08/27/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		2,000.00	-183,887.12
Deposit	09/26/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		10,000.00	-193,887.12
Deposit	09/26/2013			David Jan Mitchell		1002 - Cash - Signature 1500570489		568.00	-194,455.12

SPZ000897

CONFIDENTIAL INFORMATION

RICHO0224

50028-0224
Case No.: A-16

RA 008798

DAVID J MITCHELL
 45 EAST 66TH STREET
 NEW YORK NY 10065-0000

PROPERTY DESCRIPTION:
 70 FAIRFIELD POND LANE

TAX I. D. NUMBER 109-54-6715 INSTITUTION FED ID# 43-0254257

	BEG OF YEAR	DUE DT 12/10/14
PERIODIC LOAN PAYMENT AMOUNT	.00	.00
LOAN INTEREST RATE	4.00000	4.00000
PERIODIC ESCROW PAYMENT AMOUNT	.00	.00
ESCROW INTEREST RATE		.00000

ACCOUNT SUMMARY

TRAN DATE	DUE TR DATE	DISB CD CODE	PRIN. AMOUNT	INTEREST AMOUNT	ESCROW AMOUNT	OTHER AMOUNT	PRINCIPAL BALANCE
010114		BEGINNING	BALANCE				.00
091514		LN	750000.00-				750,000.00
100714	101014	RP		2083.25			750,000.00
111214	111014	RP		2083.25			750,000.00
112014		LC				25.00-	750,000.00
112114	111014	RP		499.98			750,000.00
112114		UN				499.98	750,000.00
112114		UN				50.00	750,000.00
112114		I		916.63			750,000.00
112114		PZ	750000.00				.00

TOTALS: .00 5583.11 .00 524.98

TOTAL PRINCIPAL PAID	750000.00	TOTAL PRINCIPAL DISB	750,000.00
TOTAL FORBEARANCE	.00	TOTAL LATE CHGS DUE	25.00

CONFIDENTIAL INFORMATION

SPZ000301

RICH00225

50028-0225
 Case No.: A-16

RA 008799



David Mitchell
45 East 66th Street
New York, NY 10065

October 3, 2014

REMITTANCE COPY

MATTER NAME	TOTAL
David Mitchell Loan 250003719	
October 10, 2014 Loan Payment Due	\$2,083.25

****PAYMENT IS DUE UPON RECEIPT****

For Remittance by Mail:
Heartland Bank
P.O. Box 4547
Carol Stream, IL 60197-4547

For Remittance by Wire Transfer:

ABA Routing #: 281073445
Bank Name: Heartland Bank
212 S. Central Ave, St. Louis MO 63105
Account: 1990000320

CONFIDENTIAL INFORMATION

SPZ000296

RICH00226

50028-0226
Case No.: A-16

RA 008800

Exhibit RWCO 020

RICH00228

50028-0228
Case No.: A-16

RA 008802

LVLV-01

LAS VEGAS LAND PARTNERS

Prepared by _____

09/02/2015
12:20 PM

Adjusting Journal Entries
For the 1st period ended December 31, 2012

Reviewed by _____
Page 1

Account #	Account Name / Description	Debits	Credits

12/31/2012	AJE 1		

600	ADMIN EXPENSE	4,729.00	
405	RENT INCOME		54,000.00
580	FILING FEES	100.00	
525	PROFESSIONAL FEES	26,500.00	
310	EQUITY DAVID MITCHELL		324,769.31
310	EQUITY DAVID MITCHELL	1,249.86	
580	FILING FEES	500.00	
401	EXCESS INCOME - WINK ONE		508.20
401	EXCESS INCOME - WINK ONE		46.20
650	INTEREST	26,522.70	
225	LOAN PAYABLE SIGNATURE	250,000.00	
260	UNKNOWN SIGNATURE PAYMNTS	12,710.00	
650	INTEREST	29,135.97	
270	UNKNOWN VNB PAYMENTS	11,000.00	
525	PROFESSIONAL FEES	5,500.00	
525	PROFESSIONAL FEES	1,400.00	
525	PROFESSIONAL FEES	10,000.00	
305	EQUITY BARNET LIBERMAN	4,700.00	
690	IRS PENALTY	390.00	
100	CASH		5,113.82

TO RECORD CASH ACTIVITY

12/31/2012	AJE 2		

225	LOAN PAYABLE SIGNATURE	249,113.00	
650	INTEREST	27,546.86	
260	UNKNOWN SIGNATURE PAYMNTS		276,659.86

TO RECORD ADDITIONAL INTEREST TO
AGREE WITH LOAN STATEMENTS

12/31/2012	AJE 3		

650	INTEREST	33,156.94	
220	LOAN PAYABLE VNB	1,595,154.26	
270	UNKNOWN VNB PAYMENTS		1,628,311.20

TO RECORD ACTIVITY TO AGREE WITH
LOAN STATEMENTS

CONFIDENTIAL INFORMATION

SPZ001092

RICH00229

50028-0229
Case No.: A-16

RA 008803

LVLDP-01

LAS VEGAS LAND PARTNERS

Prepared by _____

09/02/2015
12:20 PM

Adjusting Journal Entries
For the 1st period ended December 31, 2012

Reviewed by _____
Page 2

Account #	Account Name / Description	Debits	Credits

12/31/2012		AJE 4	

670	DEPRECIATION	82,455.00	
152	ACCUM DEPR - COOLIDGE		82,455.00
	TO RECORD DEPRECIATION		
12/31/2012		AJE 5	

174	INVESTMENT - FC/LW VEGAS	1,384,621.00	
700	INC/LOSS FROM FC/LW VEGAS		1,384,621.00
	TO RECORD CURENT YEARS INCREASE/DECREASE		
	Totals	3,756,484.59	3,756,484.59
		=====	=====

CONFIDENTIAL INFORMATION

SPZ001093

_____ RICH00230

50028-0230
Case No.: A-16

RA 008804

LVLV-02

LAS VEGAS LAND PARTNERS

Prepared by _____

09/08/2014
11:36 AM

Adjusting Journal Entries
For the 1st period ended December 31, 2013

Reviewed by _____
Page 1

Account #	Account Name / Description	Debits	Credits

12/31/2013	AJE 1		

600	ADMIN EXPENSE	6,883.00	
601	PROPERTY TAXES	11,999.19	
525	PROFESSIONAL FEES	26,500.00	
310	EQUITY DAVID MITCHELL		681,129.79
580	FILING FEES	1,447.98	
600	ADMIN EXPENSE	9.10	
600	ADMIN EXPENSE	850.00	
401	EXCESS INCOME - WINK ONE		587.57
525	PROFESSIONAL FEES	78,848.70	
225	LOAN PAYABLE SIGNATURE	251,670.71	
225	LOAN PAYABLE SIGNATURE	1,806.74	
225	LOAN PAYABLE SIGNATURE	918.17	
225	LOAN PAYABLE SIGNATURE	80,529.33	
225	LOAN PAYABLE SIGNATURE	5,440.19	
525	PROFESSIONAL FEES	2,000.00	
525	PROFESSIONAL FEES	14,500.00	
525	PROFESSIONAL FEES	20,596.75	
525	PROFESSIONAL FEES	16,395.36	
220	LOAN PAYABLE VNB	150,945.84	
525	PROFESSIONAL FEES	13,000.00	
100	CASH		2,623.70
TO RECORD 2013 CASH ACTIVITY			
12/31/2013	AJE 2		

670	DEPRECIATION	82,455.00	
152	ACCUM DEPR - COOLIDGE		82,455.00
TO RECORD DEPRECIATION			
12/31/2013	AJE 3		

305	EQUITY BARNET LIBERMAN		455,160.00
310	EQUITY DAVID MITCHELL	225,969.00	
399	P&L Summary	910,322.53	
311	DM CAPITAL CONTRIB		681,131.53
TO ADJUST OPENING CAPITAL BALANCES			
12/31/2013	AJE 4		

100	CASH	1,026.26	
600	ADMIN EXPENSE		1,026.26
TO ADJUST CASH BALANCE			
12/31/2013	AJE 5		

650	INTEREST	51,091.72	
220	LOAN PAYABLE VNB		50,945.84
600	ADMIN EXPENSE		145.88
TO ADJUST BALANCE AND RECORD INTEREST EXPENSE			

CONFIDENTIAL INFORMATION

SPZ000191

RICH00231

50028-0231
Case No.: A-16

RA 008805

12/31/2013

AJE 6

225	LOAN PAYABLE SIGNATURE	5,634.86	
650	INTEREST	17,794.42	
306	BARNET CAPITAL CONTRIB		23,444.28
600	ADMIN EXPENSE	15.00	

TO RECORD BARNET ACTIVITY

Totals	1,978,649.85	1,978,649.85
--------	--------------	--------------

CONFIDENTIAL INFORMATION

SPZ000192

RICH00232

50028-0232
Case No.: A-16

RA 008806

LVLP-02

LAS VEGAS LAND PARTNERS

Prepared by _____

09/01/2015
4:14 PM

Adjusting Journal Entries
For the 1st period ended December 31, 2014

Reviewed by _____
Page 1

Account #	Account Name / Description	Debits	Credits
12/31/2014 AJE 1			
525	PROFESSIONAL FEES	4,925.00	
500	BANK CHARGES	195.09	
311	DM CAPITAL CONTRIB		1,835,075.15
580	FILING FEES	6,006.18	
710	HEARTLAND SETTLEMENT	1,279,584.99	
401	EXCESS INCOME - WINK ONE		605.52
720	SALE OF LEAH		250,000.00
525	PROFESSIONAL FEES	669,052.96	
600	ADMIN EXPENSE	532.59	
680	TRAVEL	12,119.46	
220	LOAN PAYABLE VNB	115,267.80	
100	CASH		2,003.40
TO RECORD CASH ACTIVITY PER SCHEDULE			
12/31/2014 AJE 2			
105	CASH VALLEY NATIONAL BANK		375.50
107	CASH AQUARIUS		5,526.72
140	CLEARING	1,759.82	
600	ADMIN EXPENSE	4,142.40	
TO WRITE OFF BALANCES			
12/31/2014 AJE 3			
710	HEARTLAND SETTLEMENT		1,279,584.99
311	DM CAPITAL CONTRIB	1,279,584.99	
TO RECLASSIFY PERSONAL GUARANTEE PAYMENT			
12/31/2014 AJE 4			
150	COOLIDGE LAND		971,891.00
151	COOLIDGE BUILDING		2,267,746.00
152	ACCUM DEPR - COOLIDGE	718,057.00	
730	LEAH BASIS OF SALE	2,521,580.00	
TO RECLASSIFY BASIS OF PROPERTY SOLD			

CONFIDENTIAL INFORMATION

SPZ001107

RICH00233

50028-0233
Case No.: A-16

RA 008807

LVLV-02

LAS VEGAS LAND PARTNERS

Prepared by _____

09/01/2015
4:14 PM

Adjusting Journal Entries
For the 1st period ended December 31, 2014

Reviewed by _____
Page 2

Account #	Account Name / Description	Debits	Credits

12/31/2014	AJE 5		

650	INTEREST	15,267.80	
220	LOAN PAYABLE VNB		15,267.80
	TO RECLASSIFY INTEREST PAYMENTS PER SCHEDULE		
12/31/2014	AJE 6		

306	BARNET CAPITAL CONTRIB		171,021.25
220	LOAN PAYABLE VNB	146,212.89	
650	INTEREST	24,808.36	
	TO RECORD PAYMENTS MADE BY BARNET LIBERMAN		
12/31/2014	AJE 7		

650	INTEREST	6,090.73	
220	LOAN PAYABLE VNB	108,632.85	
720	SALE OF LEAH		114,723.58
	TO RECORD VNB PAYMENTS MADE AT CLOSING		
12/31/2014	AJE 8		

700	INC/LOSS FROM FC/LW VEGAS	172,723.00	
700	INC/LOSS FROM FC/LW VEGAS	84,914.00	
174	INVESTMENT - FC/LW VEGAS		257,637.00
	TO RECORD 2013 AND 2014 K-1		
12/31/2014	AJE 9		

650	INTEREST	2,484.81	
225	LOAN PAYABLE SIGNATURE	154,887.00	
311	DM CAPITAL CONTRIB		157,371.81
	TO RECORD PAYMENTS BY DAVID MITCHELL		

CONFIDENTIAL INFORMATION

SPZ001108

RICH00234

50028-0234
Case No.: A-16

RA 008808

LVLFP-02

LAS VEGAS LAND PARTNERS

Prepared by _____

09/01/2015
4:14 PM

Adjusting Journal Entries
For the 1st period ended December 31, 2014

Reviewed by _____
Page 3

Account #	Account Name / Description	Debits	Credits

12/31/2014		AJE 10	

306	BARNET CAPITAL CONTRIB	91,934.47	
220	LOAN PAYABLE VNB	500,000.00	
601	PROPERTY TAXES	8,874.95	
740	LEAH CLOSING COSTS	34,467.00	
720	SALE OF LEAH		635,276.42
TO RECORD PER CLSOING STATEMENT			
		-----	-----
	Totals	7,964,106.14	7,964,106.14
		=====	=====

CONFIDENTIAL INFORMATION

SPZ001109

RICH00235

50028-0235
Case No.: A-16

RA 008809

11:05 AM
01/31/18
Accrual Basis

Las Vegas Land Partners
Adjusting Journal Entries
January through December 2014

Date	Num	Name	Memo	Account	Debit	Credit
01/01/2014	y/e12...		close out prior period ...	2900 · Capital BL	147,868.98	
			close out prior period ...	Contribution	23,444.28	
			close out prior period ...	2950 · Capital DM		509,818.28
			close out prior period ...	Contribution	681,131.53	
			close out prior period ...	3900 · Retained Earni...		342,626.51
					852,444.79	852,444.79
12/31/2014	y/e12...		to write off erroneou b...	1016 · Valley National...		375.50
			to write off erroneou b...	1005 · Cash-Aquarius...		5,526.72
			to write off erroneou b...	1500 · Property Invest...	1,759.82	
			to write off erroneou b...	General & Administrat...	4,142.40	
					5,902.22	5,902.22
12/31/2014	y/e12...		to reclassify personal ...	Contribution	1,279,584.99	
			to reclassify personal ...	Heartland Settlement		1,279,584.99
					1,279,584.99	1,279,584.99
12/31/2014	y/e12...		to reclassify basis of p...	1500 · Property Invest...		971,891.00
			to reclassify basis of p...	1501 · Coolidge Buildi...		2,267,746.00
			to reclassify basis of p...	Accumulated Depr - C...	718,057.00	
			to reclassify basis of p...	Basis	2,521,580.00	
					3,239,637.00	3,239,637.00
12/31/2014	y/e12...		to reclassify interest p...	Interest Exp	15,267.80	
			to reclassify interest p...	2154 · Valley National...		15,267.80
					15,267.80	15,267.80
12/31/2014	y/e12...		to record payments m...	2154 · Valley National...	146,212.89	
			to record payments m...	Interest Exp	24,808.36	
			to record payments m...	Contribution		171,021.25
					171,021.25	171,021.25
12/31/2014	y/e12...		to record vnb paymen...	Interest Exp	6,090.73	
			to record vnb paymen...	2154 · Valley National...	108,632.85	
			to record vnb paymen...	Sale of Leah Property		114,723.58
					114,723.58	114,723.58
12/31/2014	y/e12...		to record 2013 and 20...	7000 · Inc/Loss from ...	257,637.00	
			to record 2013 and 20...	Investment in FC/LW ...		257,637.00
					257,637.00	257,637.00
12/31/2014	y/e12...		to record payments m...	Interest Exp	2,484.81	
			to record payments m...	2167 · Signatue bank ...	154,887.00	
			to record payments m...	Contribution		157,371.81
					157,371.81	157,371.81
12/31/2014	y/e12...		to record per closing s...	Contribution	91,934.47	
			to record per closing s...	2154 · Valley National...	500,000.00	
			to record per closing s...	5350 · Property taxes	8,874.95	
			to record per closing s...	Leah Closing Costs	34,467.00	
			to record per closing s...	Sale of Leah Property		635,276.42
					635,276.42	635,276.42
TOTAL					6,728,866.86	6,728,866.86

CONFIDENTIAL INFORMATION

SPZ000309

Page 1

RICHO0236

50028-0236
Case No.: A-16
RA 008810

10:26 AM
 01/31/18
 Accrual Basis

Las Vegas Land Partners
Adjusting Journal Entries
 January through December 2015

Date	Num	Name	Memo	Account	Debit	Credit
12/31/2015	Y/E12...		RECORD FINAL K-1 ... RECORD FINAL K-1 ...	PQ Las Vegas LLC Investment in PQ Las ...	9,724.00	9,724.00
					9,724.00	9,724.00
12/31/2015	Y/E12...		record final year activi... record final year activi... record final year activi... record final year activi...	FC/LW Vegas LLC 4010 · Interest 6370 · Meals Investment in FC/LW ...	1,126,843.00 175.00	34.00 1,126,984.00
					1,127,018.00	1,127,018.00
01/01/2015	Y/E12...		reclass to close out p... reclass to close out p... reclass to close out p... reclass to close out p... reclass to close out p...	Contribution Contribution 2900 · Capital BL 2950 · Capital DM 3900 · Retained Eami...	79,086.78 712,861.97 1,204,701.53 570,928.53	2,567,578.81
					2,567,578.81	2,567,578.81
TOTAL					3,704,320.81	3,704,320.81

CONFIDENTIAL INFORMATION

SPZ000505

Page 1

RICH00237

50028-0237
 Case No.: A-16

RA 008811

10:26 AM
 01/31/18
 Accrual Basis

Las Vegas Land Partners
Adjusting Journal Entries
 January through December 2015

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Debit</u>	<u>Credit</u>
12/31/2015	Y/E12...		RECORD FINAL K-1 ... RECORD FINAL K-1 ...	PQ Las Vegas LLC Investment in PQ Las ...	9,724.00	9,724.00
					9,724.00	9,724.00
12/31/2015	Y/E12...		record final year activi... record final year activi... record final year activi... record final year activi...	FC/LW Vegas LLC 4010 - Interest 6370 - Meals Investment in FC/LW ...	1,126,843.00 175.00	34.00 1,126,984.00
					1,127,018.00	1,127,018.00
01/01/2015	Y/E12...		reclass to close out p... reclass to close out p... reclass to close out p... reclass to close out p... reclass to close out p...	Contribution Contribution 2900 - Capital BL 2950 - Capital DM 3900 - Retained Earni...	79,086.78 712,861.97 1,204,701.53 570,928.53	2,567,578.81
					2,567,578.81	2,567,578.81
TOTAL					3,704,320.81	3,704,320.81

CONFIDENTIAL INFORMATION

SPZ000505

Page 1

RICH00238

50028-0238
Case No.: A-16
 RA 008812

10:20 AM
 01/31/18
 Accrual Basis

Las Vegas Land Partners
Adjusting Journal Entries
 January through December 2016

Date	Num	Name	Memo	Account	Debit	Credit
12/31/2016	ye121...		to adjust opening bala...	2900 · Capital BL	3,130,988.30	
			to adjust opening bala...	2950 · Capital DM	4,939,765.29	
			to adjust opening bala...	2900 · Capital BL		2,477,944.26
			to adjust opening bala...	2950 · Capital DM		4,286,719.26
			to adjust opening bala...	3900 · Retained Earni...		1,306,090.07
					8,070,753.59	8,070,753.59
12/31/2016	ye121...		per livework k-1	PQ Las Vegas LLC	14,449.00	
			per livework k-1	Investment in PQ Las ...		14,449.00
					14,449.00	14,449.00
TOTAL					8,085,202.59	8,085,202.59

CONFIDENTIAL INFORMATION

Page 1
 SPZ000664

RICH00239

50028-0239
Case No.: A-16
 RA 008813

Exhibit RWCO 021

RICH00240

50028-0240
Case No.: A-16

RA 008814

10:18 AM

01/31/18

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1000 - Cash - Sig Line a/c 071									0.00
Total 1000 - Cash - Sig Line a/c 071									0.00
1002 - Cash - Signature 1600670489									0.00
Total 1002 - Cash - Signature 1500570489									0.00
1003 - LVLP MM 1500689967									0.00
Total 1003 - LVLP MM 1500689967									0.00
1004 - Bank of America									0.00
Total 1004 - Bank of America									0.00
1005 - Cash-Aquarius exchange									0.00
Total 1005 - Cash-Aquarius exchange									0.00
1006 - Commerce Bank-4226									0.00
Total 1006 - Commerce Bank-4226									0.00
1007 - Due from mgmt company (RMI)									0.00
Total 1007 - Due from mgmt company (RMI)									0.00
1008 - Collateral Enhancement keybank									0.00
Total 1008 - Collateral Enhancement keybank									0.00
1009 - Interest reserve Heartland									0.00
Total 1009 - Interest reserve Heartland									0.00
1010 - Interest reserve NSB									0.00
Total 1010 - Interest reserve NSB									0.00
1011 - Loan reserve-Keybank									0.00
Total 1011 - Loan reserve-Keybank									0.00
1012 - Cromer property escrow-Keybank									0.00
Total 1012 - Cromer property escrow-Keybank									0.00
1013 - funds held NYPE									0.00
Total 1013 - funds held NYPE									0.00
1014 - JP Morgan Chase - Checking									0.00
Total 1014 - JP Morgan Chase - Checking									0.00
1015 - JP Morgan Chase - Money Market									0.00
Total 1015 - JP Morgan Chase - Money Market									0.00
1016 - Valley National Bank									0.00
Total 1016 - Valley National Bank									0.00
1017 - Signature Guggenheim Int Res Mz									0.00
Total 1017 - Signature Guggenheim Int Res Mz									0.00
1018 - Signature Guggenheim Int Res Sr									0.00
Total 1018 - Signature Guggenheim Int Res Sr									0.00
1020 - INTEREST RESERVE TOWER									0.00
Total 1020 - INTEREST RESERVE TOWER									0.00
1200 - Accounts Receivable									0.00
Total 1200 - Accounts Receivable									0.00
305 Interest exchange									0.00
Total 305 Interest exchange									0.00
777 PROPERTIES									0.00
Total 777 PROPERTIES									0.00
Acquarius									0.00
Total Acquarius									0.00
APACHE									0.00
Total APACHE									0.00
BEESLEY									0.00
Total BEESLEY									0.00
BLALOCK									0.00
Total BLALOCK									0.00
BRIDGE FUNDING									0.00
Total BRIDGE FUNDING									0.00
COLEMAN									0.00
Total COLEMAN									0.00
COOLIDGE									0.00
Total COOLIDGE									0.00

CONFIDENTIAL INFORMATION

SPZ000666

Page 1

RICH00241

50028-0241
Case No.: A-16

RA 008815

10:18 AM
 01/31/18
 Accrual Basis

Las Vegas Land Partners
 General Ledger
 As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
coolidge sale									0.00
Total coolidge sale									0.00
Cromer 1									0.00
Total Cromer 1									0.00
DESERT MANOR									0.00
Total DESERT MANOR									0.00
DOCTORS									0.00
Total DOCTORS									0.00
Due from Mgt Co unreconciled									0.00
Total Due from Mgt Co unreconciled									0.00
FC Vegas 39 LLC									0.00
Total FC Vegas 39 LLC									0.00
GLENNEN									0.00
Total GLENNEN									0.00
GRAGSON									0.00
Total GRAGSON									0.00
GREGORY II									0.00
Total GREGORY II									0.00
KRIEGER									0.00
Total KRIEGER									0.00
LAKES									0.00
Total LAKES									0.00
Loan & Exchange									0.00
Signature									0.00
Total Signature									0.00
Loan & Exchange - Other									0.00
Total Loan & Exchange - Other									0.00
Total Loan & Exchange									0.00
Loan from Barnett									0.00
Total Loan from Barnett									0.00
Loan to DJM									0.00
Total Loan to DJM									0.00
PRUDENTIAL									0.00
Total PRUDENTIAL									0.00
Tameka									0.00
Total Tameka									0.00
WHEELER									0.00
Total WHEELER									0.00
1103 - Leah RMI Operating acct									0.00
Total 1103 - Leah RMI Operating acct									0.00
1104 - LiveWork Rental Accounts									0.00
Total 1104 - LiveWork Rental Accounts									0.00
1105 - Due from Affiliates-Live Work									0.00
Total 1105 - Due from Affiliates-Live Work									0.00
1106 - Guggenheim Escrow-transfer tax									0.00
Total 1106 - Guggenheim Escrow-transfer tax									0.00
1107 - Transfer from sig3925-Live Work									0.00
Total 1107 - Transfer from sig3925-Live Work									0.00
1108 - Loan Rec Ariel Properties LLC									0.00
Total 1108 - Loan Rec Ariel Properties LLC									0.00
1112 - Loan Rec Ryder Properties LLC									0.00
Total 1112 - Loan Rec Ryder Properties LLC									0.00
1114 - Note Receivable 305 LV LLC									0.00
Total 1114 - Note Receivable 305 LV LLC									0.00
1116 - Note receivable Acquarius									0.00
Total 1116 - Note receivable Acquarius									0.00
1118 - Inter-A/C-ARS Management									0.00
Total 1118 - Inter-A/C-ARS Management									0.00

CONFIDENTIAL INFORMATION

SPZ000667

Page 2

RICH00242

50028-0242
 Case No.: A-16

RA 008816

10:18 AM

01/31/18

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1120 - Mitchell & Co152									0.00
Payroll									0.00
Total Payroll									0.00
1120 - Mitchell & Co152 - Other									0.00
Total 1120 - Mitchell & Co152 - Other									0.00
Total 1120 - Mitchell & Co152									0.00
1149 - Note Receivable-Aquarius									0.00
Total 1149 - Note Receivable-Aquarius									0.00
1180 - Project development costs									0.00
Total 1180 - Project development costs									0.00
1210 - ESCROW HEARTLAND-AQUARIUS									0.00
Total 1210 - ESCROW HEARTLAND-AQUARIUS									0.00
1251 - CLEARING - UNKNOWN									35,433.43
Total 1251 - CLEARING - UNKNOWN									35,433.43
1252 - Clearing Account									0.00
Total 1252 - Clearing Account									0.00
1253 - Guggenheim clearing									0.00
Total 1253 - Guggenheim clearing									0.00
1300 - Borrowers Legal - Guggenheim									0.00
Total 1300 - Borrowers Legal - Guggenheim									0.00
1301 - Gug Refi Costs									0.00
Total 1301 - Gug Refi Costs									0.00
1303 - Guggenheim Loan Costs									0.00
Total 1303 - Guggenheim Loan Costs									0.00
1304 - LOAN COSTS - AQUARIUS									0.00
Total 1304 - LOAN COSTS - AQUARIUS									0.00
1305 - ISTAR REFI 2									0.00
Total 1305 - ISTAR REFI 2									0.00
1306 - Kaybank loan fees									0.00
Total 1306 - Kaybank loan fees									0.00
1307 - LOAN COSTS BEESLEY									0.00
Total 1307 - LOAN COSTS BEESLEY									0.00
1308 - LOAN COSTS BLALOCK									0.00
Total 1308 - LOAN COSTS BLALOCK									0.00
1309 - LOAN COSTS GLENNEN/COLEMAN									0.00
Total 1309 - LOAN COSTS GLENNEN/COLEMAN									0.00
1310 - Loan costs NSB									0.00
Total 1310 - Loan costs NSB									0.00
1312 - DESERT MANOR-IXIS FINANCIAL									0.00
Total 1312 - DESERT MANOR-IXIS FINANCIAL									0.00
1320 - ISTAR REFI 1 COSTS									0.00
BROKERAGE									0.00
Total BROKERAGE									0.00
CLOSING COSTS									0.00
Total CLOSING COSTS									0.00
HEARTLAND FEES									0.00
Total HEARTLAND FEES									0.00
INTEREST									0.00
Total INTEREST									0.00
LEGAL									0.00
Total LEGAL									0.00
LVLDP DEPOSIT EXPENSE									0.00
Total LVLDP DEPOSIT EXPENSE									0.00
RESERVE									0.00
Total RESERVE									0.00
TITLE									0.00
Total TITLE									0.00

CONFIDENTIAL INFORMATION

SPZ000668

Page 3

RICH00243

50028-0243
Case No.: A-16

RA 008817

10:18 AM

01/31/18

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
1320 · ISTAR REFI COSTS - Other									0.00
Total 1320 · ISTAR REFI COSTS - Other									0.00
Total 1320 · ISTAR REFI COSTS									0.00
1350 · Accumulated amortization									0.00
Total 1350 · Accumulated amortization									0.00
1600 · Property Investment									13,264,959.07
1.Judges purch									0.00
Total 1.Judges purch									0.00
10.Coolidge Lots									0.00
Total 10.Coolidge Lots									0.00
11.D.Manor,Daisy,Bigelow,Sunsta									0.00
Total 11.D.Manor,Daisy,Bigelow,Sunsta									0.00
12.Aquarius									0.00
Total 12.Aquarius									0.00
13.Apache									0.00
Total 13.Apache									0.00
14.Adrian Property,LLC									0.00
Total 14.Adrian Property,LLC									0.00
2.Lakes purch									0.00
Total 2.Lakes purch									0.00
3.Kreiger									0.00
Total 3.Kreiger									0.00
4.Prudential purch									0.00
Total 4.Prudential purch									0.00
5.Doctors lot									0.00
Total 5.Doctors lot									0.00
6.777 Properties									0.00
Total 6.777 Properties									0.00
7.Gragson purch									0.00
Total 7.Gragson purch									0.00
8.Gregory II									0.00
Total 8.Gregory II									0.00
9.Ariel Spilatro									0.00
Total 9.Ariel Spilatro									0.00
APCAR									0.00
Total APCAR									0.00
ASSETS SOLD									0.00
Total ASSETS SOLD									0.00
Beesley									0.00
Total Beesley									0.00
Blaylock									0.00
Total Blaylock									0.00
Bookstore									0.00
Total Bookstore									0.00
British Sand									0.00
Total British Sand									0.00
Coleman									0.00
Total Coleman									0.00
Cromer									0.00
Total Cromer									0.00
Development exp									0.00
Total Development exp									0.00
Devlin									0.00
note									0.00
Total note									0.00
Devlin - Other									0.00
Total Devlin - Other									0.00
Total Devlin									0.00

CONFIDENTIAL INFORMATION

SPZ000669

Page 4

RICH00244

50028-0244
Case No.: A-16

RA 008818

10:18 AM
 01/31/18
 Accrual Basis

Las Vegas Land Partners
 General Ledger
 As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Logan									0.00
Total Logan									0.00
LVLV-Glennen Property									0.00
Total LVLV-Glennen Property									0.00
Mason									0.00
Total Mason									0.00
Queen of Hearts									0.00
Total Queen of Hearts									0.00
Tower Enterprises									0.00
Total Tower Enterprises									0.00
Triopoly									0.00
Total Triopoly									0.00
Triopoly Parking Lot									0.00
Total Triopoly Parking Lot									0.00
Wheeler									0.00
Total Wheeler									0.00
XYZ commision									0.00
Total XYZ commision									0.00
1250 - CLEARING									0.00
Total 1250 - CLEARING									0.00
1502 - Land									0.00
Total 1502 - Land									0.00
1510 - Accumulated depreciation									-4,349,035.00
Total 1510 - Accumulated depreciation									-4,349,035.00
1500 - Property Investment - Other									17,613,994.07
Total 1500 - Property Investment - Other									17,613,994.07
Total 1500 - Property Investment									13,264,959.07
1501 - Coolidge Building									0.00
Accumulated Depr - Coolidge									0.00
Total Accumulated Depr - Coolidge									0.00
1501 - Coolidge Building - Other									0.00
Total 1501 - Coolidge Building - Other									0.00
Total 1501 - Coolidge Building									0.00
Investment in FCLW Vegas									0.00
Total Investment in FCLW Vegas									0.00
Investment in PQ Las Vegas LLC									3,467,470.00
General Journal	12/31/2016	ye121...			per livework k-1	PQ Las Vegas ...		14,449.00	3,453,021.00
Total Investment in PQ Las Vegas LLC							0.00	14,449.00	3,453,021.00
2000 - Accounts Payable									-586,095.14
Total 2000 - Accounts Payable									-586,095.14
2001 - AP contra									0.00
Total 2001 - AP contra									0.00
2002 - Barret - Expense Payable									-15,542.89
Total 2002 - Barret - Expense Payable									-15,542.89
2006 - SECURITY DEPOSITS PAYABLE									0.00
Total 2006 - SECURITY DEPOSITS PAYABLE									0.00
2008 - AMERICAN TITLE									0.00
Total 2008 - AMERICAN TITLE									0.00
2100 - BRIDGE FUNDING - AQUARIUS									0.00
Total 2100 - BRIDGE FUNDING - AQUARIUS									0.00
2110 - Cromer Loan Keybank									0.00
Total 2110 - Cromer Loan Keybank									0.00
2112 - Deposit payable forest city									0.00
Total 2112 - Deposit payable forest city									0.00
2114 - DEVLIN NOTE									0.00
Total 2114 - DEVLIN NOTE									0.00
2116 - Guggenheim Loan Payable									0.00
Total 2116 - Guggenheim Loan Payable									0.00

CONFIDENTIAL INFORMATION

SPZ000670

Page 6

RICH00245

50028-0245
 Case No.: A-16

RA 008819

10:18 AM

01/31/16

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
2118 - HEARTLAND AQUARIUS 2									0.00
Total 2118 - HEARTLAND AQUARIUS 2									0.00
2120 - HEARTLAND AQUARIUS									0.00
Total 2120 - HEARTLAND AQUARIUS									0.00
2122 - HEARTLAND COOLIDGE									0.00
Total 2122 - HEARTLAND COOLIDGE									0.00
2124 - HEARTLAND COOLIDGE 2									0.00
Total 2124 - HEARTLAND COOLIDGE 2									0.00
2126 - HEARTLAND MASON									0.00
Total 2126 - HEARTLAND MASON									0.00
2128 - I STAR FINANCING									0.00
Total 2128 - I STAR FINANCING									0.00
2130 - ISTAR 1									0.00
Total 2130 - ISTAR 1									0.00
2132 - ISTAR 2									0.00
Total 2132 - ISTAR 2									0.00
2134 - ISTAR 3									0.00
Total 2134 - ISTAR 3									0.00
2138 - Loan payable Heartland-TQHR									0.00
Total 2138 - Loan payable Heartland-TQHR									0.00
2140 - loanFCKeybank									0.00
Total 2140 - loanFCKeybank									0.00
2142 - NOTE-JUDGES									0.00
Total 2142 - NOTE-JUDGES									0.00
2144 - AQUARIUS LLC									0.00
Total 2144 - AQUARIUS LLC									0.00
2146 - NOTE-LAKES									0.00
Total 2146 - NOTE-LAKES									0.00
2148 - Note Payable-TQHR									0.00
Total 2148 - Note Payable-TQHR									0.00
2148 - Note Payable-Aquarius									0.00
Total 2148 - Note Payable-Aquarius									0.00
2150 - NSB Loan									0.00
Total 2150 - NSB Loan									0.00
2152 - NSB Loan payable									0.00
Total 2152 - NSB Loan payable									0.00
2154 - Valley National Bank Loan									0.00
Total 2154 - Valley National Bank Loan									0.00
2162 - Tripoly-Note to Seller									0.00
Total 2162 - Tripoly-Note to Seller									0.00
2164 - Heartland Bank									0.00
Total 2164 - Heartland Bank									0.00
2166 - Leah Property Loan NSB									0.00
Total 2166 - Leah Property Loan NSB									0.00
2167 - Signatue bank line									0.00
Total 2167 - Signatue bank line									0.00
2168 - signature new loan									0.00
Total 2168 - signature new loan									0.00
2400 - Partner Loans									-3,719,072.20
General Journal	01/07/2016	dm		Southwest Airlines	DJM on Platin...	Travel		145.98	-3,719,218.18
General Journal	01/07/2016	dm		Southwest Airlines	DJM on Platin...	Travel		12.50	-3,719,230.68
General Journal	02/01/2016	dm		Marquis Aurbach	DJM on Gree...	Legal	12,500.00		-3,731,730.68
General Journal	03/21/2016	dm		Marquis Aurbach	DJM on Platin...	Legal	12,500.00		-3,744,230.68
General Journal	04/27/2016	dm		Hayes & Welsh	DJM on Gree...	Legal	335.45		-3,744,566.13
General Journal	05/02/2016	dm		Marquis Aurbach	DJM on Gree...	Legal	37,500.00		-3,782,066.13
General Journal	05/17/2016	dm		SKE Group, LLC	DJM on Gree...	8650 - Account...	5,112.50		-3,787,178.63
General Journal	05/24/2016	dm		Hayes & Welsh	DJM on Gree...	Legal	12,500.00		-3,799,678.63
General Journal	06/20/2016	dm		Hayes & Welsh	DJM on Gree...	Legal	12,500.00		-3,812,178.63
General Journal	06/27/2016	dm		Marquis Aurbach	DJM on Gree...	Legal	37,500.00		-3,849,678.63
Total 2400 - Partner Loans							0.00	130,606.43	-3,849,678.63
2136 - Keybank loan payable									-21,104,001.00
Total 2136 - Keybank loan payable									-21,104,001.00

CONFIDENTIAL INFORMATION

SPZ000671

Page 6

RICHO0246

50028-0246
Case No.: A-16

RA 008820

10:18 AM
 01/31/18
 Accrual Basis

Las Vegas Land Partners
 General Ledger
 As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
2900 - Capital BL									2,477,944.26
2.Lakes									0.00
Total 2.Lakes									0.00
3.Kreiger									0.00
Total 3.Kreiger									0.00
4.Prudential									0.00
Total 4.Prudential									0.00
5.Doctors									0.00
Total 5.Doctors									0.00
6.777 Property									0.00
Total 6.777 Property									0.00
APCAR									0.00
Total APCAR									0.00
Ariel									0.00
Total Ariel									0.00
BEESELY									0.00
Total BEESELY									0.00
BL Accumulated Losses									0.00
Total BL Accumulated Losses									0.00
BLALOCK									0.00
Total BLALOCK									0.00
British Sand									0.00
Total British Sand									0.00
Capital B.L.									0.00
Total Capital B.L.									0.00
Contribution									0.00
Total Contribution									0.00
Cromer									0.00
Total Cromer									0.00
DEVLIN									0.00
Total DEVLIN									0.00
Draw									0.00
Total Draw									0.00
SFTI									0.00
Total SFTI									0.00
SPILATRO									0.00
Total SPILATRO									0.00
2900 - Capital BL - Other									2,477,944.26
General Journal	12/31/2016	ye121...	*		to adjust open...	-SPLIT-	3,130,988.30		5,608,932.56
General Journal	12/31/2016	ye121...	*		to adjust open...	2900 - Capital BL		2,477,944.26	3,130,988.30
Total 2900 - Capital BL - Other							3,130,988.30	2,477,944.26	3,130,988.30
Total 2900 - Capital BL							3,130,988.30	2,477,944.26	3,130,988.30
2850 - Capital DM									4,286,719.26
1.Judges-1031 Exchange									0.00
Total 1.Judges-1031 Exchange									0.00
2.Lakes									0.00
Total 2.Lakes									0.00
2.Lakes-1031 Exchange									0.00
Total 2.Lakes-1031 Exchange									0.00
3. Kraiger									0.00
Total 3. Kraiger									0.00
5.Doctors									0.00
Total 5.Doctors									0.00
8-Gregory II									0.00
Total 8-Gregory II									0.00
Capital DM 1031 Exchange									0.00
Total Capital DM 1031 Exchange									0.00
Contribution									0.00
Total Contribution									0.00

CONFIDENTIAL INFORMATION

SPZ000672

Page 7

RICH00247

50028-0247
 Case No.: A-16

RA 008821

10:18 AM

01/31/18

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Contribution Mitchell Bros									0.00
Total Contribution Mitchell Bros									0.00
David Mitchell - Distribution									0.00
Total David Mitchell - Distribution									0.00
DM Accumulated Losses									0.00
Total DM Accumulated Losses									0.00
Draw									0.00
Total Draw									0.00
2950 - Capital DM - Other									4,286,719.26
General Journal	12/31/2016	ye121...	*		to adjust open...	2900 - Capital BL	4,939,765.29		9,226,484.55
General Journal	12/31/2016	ye121...	*		to adjust open...	2900 - Capital BL		4,286,719.26	4,939,765.29
Total 2950 - Capital DM - Other							4,939,765.29	4,286,719.26	4,939,765.29
Total 2950 - Capital DM							4,939,765.29	4,286,719.26	4,939,765.29
3000 - Opening Bal Equity									0.00
Total 3000 - Opening Bal Equity									0.00
3900 - Retained Earnings									1,892,185.21
General Journal	12/31/2016	ye121...	*		to adjust open...	2900 - Capital BL		1,306,090.07	586,095.14
Total 3900 - Retained Earnings							0.00	1,306,090.07	586,095.14
Expense Reimbursement									0.00
Total Expense Reimbursement									0.00
FCLW Vegas LLC									0.00
Total FCLW Vegas LLC									0.00
Other Income									0.00
Total Other Income									0.00
PQ Las Vegas LLC									0.00
General Journal	12/31/2016	ye121...	*		per livework k-1	Investment in P...	14,449.00		14,449.00
Total PQ Las Vegas LLC							14,449.00	0.00	14,449.00
WinkOne									0.00
Total WinkOne									0.00
4000 - Rental Income									0.00
Aquarius									0.00
Total Aquarius									0.00
BK of America-Unclear Rental									0.00
Total BK of America-Unclear Rental									0.00
Forrest City									0.00
Total Forrest City									0.00
LGL Bookstore (via DJM)									0.00
Total LGL Bookstore (via DJM)									0.00
NY Mellon Bk Wink One Excess R									0.00
Total NY Mellon Bk Wink One Excess R									0.00
RMI									0.00
Total RMI									0.00
4000 - Rental Income - Other									0.00
Total 4000 - Rental Income - Other									0.00
Total 4000 - Rental Income									0.00
4010 - Interest									0.00
Total 4010 - Interest									0.00
4020 - Refund									0.00
Total 4020 - Refund									0.00
4030 - Property Damage									0.00
Total 4030 - Property Damage									0.00
4050 - Rent									0.00
Total 4050 - Rent									0.00
Legal Settlement									0.00
Total Legal Settlement									0.00
POLITICAL CONTRIBUTION									0.00
Total POLITICAL CONTRIBUTION									0.00
Rental expenses (BK of America)									0.00
Total Rental expenses (BK of America)									0.00

CONFIDENTIAL INFORMATION

SPZ000673

Page 6

RICH00248

50028-0248
Case No.: A-16

RA 008822

10:18 AM

01/31/18

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Salary									0.00
Total Salary									0.00
Travel									0.00
General Journal	01/07/2016	Y/E12...		Southwest Airlines	DJM on Platin...	2400 - Partner ...	145.98		145.98
General Journal	01/07/2016	dm		Southwest Airlines	DJM on Platin...	2400 - Partner ...	12.50		158.48
Total Travel							158.48	0.00	158.48
6000 - RMI EXPENSES									0.00
General & Administrative									0.00
Total General & Administrative									0.00
Interest Exp									0.00
Total Interest Exp									0.00
5100 - Mangement Salaries									0.00
Total 5100 - Mangement Salaries									0.00
5150 - Payroll Overhead									0.00
Total 5150 - Payroll Overhead									0.00
5200 - Landscapping									0.00
Total 5200 - Landscapping									0.00
5250 - Management fees									0.00
Total 5250 - Management fees									0.00
5300 - Repairs and maintenance									0.00
Total 5300 - Repairs and maintenance									0.00
5310 - Utilities									0.00
Total 5310 - Utilities									0.00
5320 - Security									0.00
Total 5320 - Security									0.00
5330 - Advertising									0.00
Total 5330 - Advertising									0.00
5340 - Other expense									0.00
Total 5340 - Other expense									0.00
5350 - Property taxes									0.00
Total 5350 - Property taxes									0.00
5360 - Insurance									0.00
Total 5360 - Insurance									0.00
5370 - Major repairs									0.00
Total 5370 - Major repairs									0.00
5380 - Nonrecurring costs									0.00
Total 5380 - Nonrecurring costs									0.00
5390 - Ownership costs									0.00
Total 5390 - Ownership costs									0.00
5000 - RMI EXPENSES - Other									0.00
Total 5000 - RMI EXPENSES - Other									0.00
Total 5000 - RMI EXPENSES									0.00
5305 - Pest Control									0.00
Total 5305 - Pest Control									0.00
6005 - Reimbursed overhead									0.00
Total 6005 - Reimbursed overhead									0.00
6008 - Repairs									0.00
Total 6008 - Repairs									0.00
6010 - Architecture									0.00
Total 6010 - Architecture									0.00
6015 - Cromer									0.00
Total 6015 - Cromer									0.00
6020 - Commission									0.00
Total 6020 - Commission									0.00
6025 - Commitment Fee									0.00
Total 6025 - Commitment Fee									0.00
6030 - Amortization Expense									0.00
Total 6030 - Amortization Expense									0.00
6035 - Consulting Services									0.00
Total 6035 - Consulting Services									0.00

CONFIDENTIAL INFORMATION

SPZ000674

Page 3

RICH00249

50028-0249
Case No.: A-16

RA 008823

10:18 AM

01/31/18

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
6040 - Credit Card Expense									0.00
Due from British Sands									0.00
Total Due from British Sands									0.00
due from DJM									0.00
Total due from DJM									0.00
Due from Ryder									0.00
Total Due from Ryder									0.00
Due to David Mitchell									0.00
Total Due to David Mitchell									0.00
due to M&CO									0.00
Total due to M&CO									0.00
6040 - Credit Card Expense - Other									0.00
Total 6040 - Credit Card Expense - Other									0.00
Total 6040 - Credit Card Expense									0.00
6045 - Development Costs									0.00
Appraisal									0.00
Total Appraisal									0.00
Engineering									0.00
Total Engineering									0.00
Surveyor									0.00
Total Surveyor									0.00
6045 - Development Costs - Other									0.00
Total 6045 - Development Costs - Other									0.00
Total 6045 - Development Costs									0.00
6050 - Donation									0.00
Total 6050 - Donation									0.00
6055 - Exit fees									0.00
Total 6055 - Exit fees									0.00
6060 - Expense Reimbursement-BL									0.00
Total 6060 - Expense Reimbursement-BL									0.00
6065 - Expense Reimbursement-DM									0.00
Total 6065 - Expense Reimbursement-DM									0.00
6070 - Finance Charge									0.00
Aquarius Owner LLC									0.00
Total Aquarius Owner LLC									0.00
Brownstein Hyatt Farber Schreck									0.00
Total Brownstein Hyatt Farber Schreck									0.00
Finance Charge 371274770114009									0.00
Total Finance Charge 371274770114009									0.00
NY State									0.00
Total NY State									0.00
United States Treasury									0.00
Total United States Treasury									0.00
6070 - Finance Charge - Other									0.00
Total 6070 - Finance Charge - Other									0.00
Total 6070 - Finance Charge									0.00
6075 - Gift									0.00
Total 6075 - Gift									0.00
6080 - Loan Fees									0.00
Total 6080 - Loan Fees									0.00
6085 - Management Fee									0.00
Total 6085 - Management Fee									0.00
6090 - Office supplies									0.00
Total 6090 - Office supplies									0.00
6098 - Penalty									0.00
Total 6098 - Penalty									0.00
6110 - Automobile Expense									0.00
Total 6110 - Automobile Expense									0.00

CONFIDENTIAL INFORMATION

SPZ000675

Page 10

RICH00250

50028-0250
Case No.: A-16

RA 008824

10:16 AM

01/31/16

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
6120 - Bank Service Charges									0.00
Total 6120 - Bank Service Charges									0.00
6130 - Business gifts									0.00
Total 6130 - Business gifts									0.00
6150 - Depreciation Expense									0.00
Total 6150 - Depreciation Expense									0.00
6160 - Dues and Subscriptions									0.00
Total 6160 - Dues and Subscriptions									0.00
6180 - Insurance									0.00
6185 - Liability Insurance									0.00
Total 6185 - Liability Insurance									0.00
6180 - Insurance - Other									0.00
Total 6180 - Insurance - Other									0.00
Total 6180 - Insurance									0.00
6200 - Interest Expense									0.00
Istar									0.00
reserve									0.00
Total reserve									0.00
Istar - Other									0.00
Total Istar - Other									0.00
Total Istar									0.00
QofH									0.00
Total QofH									0.00
SIG4M									0.00
Total SIG4M									0.00
6200 - Interest Expense - Other									0.00
Total 6200 - Interest Expense - Other									0.00
Total 6200 - Interest Expense									0.00
6230 - Licenses and Permits									0.00
19 Lewis Ave									0.00
Total 19 Lewis Ave									0.00
629 S Main St									0.00
Total 629 S Main St									0.00
6230 - Licenses and Permits - Other									0.00
Total 6230 - Licenses and Permits - Other									0.00
Total 6230 - Licenses and Permits									0.00
6240 - Miscellaneous									0.00
Total 6240 - Miscellaneous									0.00
6250 - Postage and Delivery									0.00
Total 6250 - Postage and Delivery									0.00
6260 - Printing and Reproduction									0.00
Total 6260 - Printing and Reproduction									0.00
6265 - Filing Fees									0.00
Total 6265 - Filing Fees									0.00
6270 - Professional Fees									0.00
Appraisal									0.00
Total Appraisal									0.00
IT									0.00
Total IT									0.00
Legal									0.00
Statutory Representation									0.00
Total Statutory Representation									0.00
Legal - Other									0.00
General Journal	02/01/2016	dm		Marquis Aurbach	DJM on Gree...	2400 - Partner ...	12,500.00		12,500.00
General Journal	03/21/2016	dm		Marquis Aurbach	DJM on Platin...	2400 - Partner ...	12,500.00		25,000.00
General Journal	04/27/2016	dm		Hayes & Welsh	DJM on Gree...	2400 - Partner ...	335.45		25,335.45
General Journal	05/02/2016	dm		Marquis Aurbach	DJM on Gree...	2400 - Partner ...	37,500.00		62,835.45
General Journal	05/24/2016	dm		Hayes & Welsh	DJM on Gree...	2400 - Partner ...	12,500.00		75,335.45
General Journal	06/20/2016	dm		Hayes & Welsh	DJM on Gree...	2400 - Partner ...	12,500.00		87,835.45
General Journal	06/27/2016	dm		Marquis Aurbach	Marquis Aurb...	2400 - Partner ...	37,500.00		125,335.45
Total Legal - Other							125,335.45	0.00	125,335.45
Total Legal							125,335.45	0.00	125,335.45

CONFIDENTIAL INFORMATION

SPZ000676

RICH00251

50028-0251
Case No.: A-16

RA 008825

10:18 AM

01/31/18

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Madonna Designs									0.00
Total Madonna Designs									0.00
Revenue Plus									0.00
Total Revenue Plus									0.00
Surveyor									0.00
Total Surveyor									0.00
Temp Helper									0.00
Total Temp Helper									0.00
6850 - Accounting									0.00
General Journal	05/17/2016	dm		SKE Group, LLC	DJM on Gres...	2400 - Partner ...	5,112.50		5,112.50
Total 6850 - Accounting							5,112.50	0.00	5,112.50
6270 - Professional Fees - Other									0.00
Total 6270 - Professional Fees - Other									0.00
Total 6270 - Professional Fees							130,447.95	0.00	130,447.95
6311 - reimbursed expense - Country R									0.00
Total 6311 - reimbursed expense - Country R									0.00
6320 - Property Evaluation									0.00
Total 6320 - Property Evaluation									0.00
6330 - vendor bonus									0.00
Total 6330 - vendor bonus									0.00
6340 - Telephone									0.00
Total 6340 - Telephone									0.00
6350 - Travel & Ent									0.00
6370 - Meals									0.00
Total 6370 - Meals									0.00
6380 - Transport and lodging									0.00
Total 6380 - Transport and lodging									0.00
6380 - Travel & Ent - Other									0.00
Total 6350 - Travel & Ent - Other									0.00
Total 6350 - Travel & Ent									0.00
6390 - Utilities									0.00
Sewer Services									0.00
320 E Charleston BL 106									0.00
Total 320 E Charleston BL 106									0.00
Sewer Services - Other									0.00
Total Sewer Services - Other									0.00
Total Sewer Services									0.00
Water									0.00
Total Water									0.00
6400 - Gas and Electric									0.00
Total 6400 - Gas and Electric									0.00
6390 - Utilities - Other									0.00
Total 6390 - Utilities - Other									0.00
Total 6390 - Utilities									0.00
6700 - Rent Aquarius									0.00
Total 6700 - Rent Aquarius									0.00
6820 - Taxes									0.00
Aaron									0.00
Total Aaron									0.00
Aaron Property LLC									0.00
Total Aaron Property LLC									0.00
Adrian									0.00
Total Adrian									0.00
Aquarius Owner, LLC									0.00
Total Aquarius Owner, LLC									0.00
Las Vegas Bonneville Partners L									0.00
Total Las Vegas Bonneville Partners L									0.00
Las Vegas Land Partners LLC									0.00
Total Las Vegas Land Partners LLC									0.00

CONFIDENTIAL INFORMATION

SPZ000677

Page 12

RICH00252

50028-0252
Case No.: A-16

RA 008826

10:16 AM
 01/31/18
 Accrual Basis

Las Vegas Land Partners
 General Ledger
 As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
leah									0.00
Total leah									0.00
Leah Property, LLC									0.00
Total Leah Property, LLC									0.00
Livework									0.00
Total Livework									0.00
Livework Manager, LLC									0.00
Total Livework Manager, LLC									0.00
LVLP Holdings, LLC									0.00
Total LVLP Holdings, LLC									0.00
Marc									0.00
Total Marc									0.00
Parcel 139 34 210 009									0.00
Total Parcel 139 34 210 009									0.00
Parcel 139 34 210 010									0.00
Total Parcel 139 34 210 010									0.00
Parcel 139 34 210 011									0.00
Total Parcel 139 34 210 011									0.00
Parcel 139 34 210 012									0.00
Total Parcel 139 34 210 012									0.00
Parcel 139 34 210 013									0.00
Total Parcel 139 34 210 013									0.00
Parcel 139 34 210 014									0.00
Total Parcel 139 34 210 014									0.00
Parcel 139 34 210 015									0.00
Total Parcel 139 34 210 015									0.00
Parcel 139 34 210 017									0.00
Total Parcel 139 34 210 017									0.00
Parcel 139 34 210 018									0.00
Total Parcel 139 34 210 018									0.00
Parcel 139 34 210 019									0.00
Total Parcel 139 34 210 019									0.00
Parcel 139 34 210 020									0.00
Total Parcel 139 34 210 020									0.00
Parcel 139 34 210 021									0.00
Total Parcel 139 34 210 021									0.00
Parcel 139 34 302 009									0.00
Total Parcel 139 34 302 009									0.00
Parcel 139 34 311 001									0.00
Total Parcel 139 34 311 001									0.00
Parcel 139 34 311 002									0.00
Total Parcel 139 34 311 002									0.00
Parcel 139 34 311 003									0.00
Total Parcel 139 34 311 003									0.00
Parcel 139 34 311 007									0.00
Total Parcel 139 34 311 007									0.00
Parcel 139 34 311 010									0.00
Total Parcel 139 34 311 010									0.00
Parcel 139 34 311 011									0.00
Total Parcel 139 34 311 011									0.00
Parcel 139 34 311 012									0.00
Total Parcel 139 34 311 012									0.00
Parcel 139 34 311 013									0.00
Total Parcel 139 34 311 013									0.00
Parcel 139 34 311 014									0.00
Total Parcel 139 34 311 014									0.00
Parcel 139 34 311 016									0.00
Total Parcel 139 34 311 016									0.00
Parcel 139 34 311 015									0.00
Total Parcel 139 34 311 015									0.00

CONFIDENTIAL INFORMATION

SPZ000678

Page 13

RICH00253

50028-0253
 Case No.: A-16

RA 008827

10:18 AM
 01/31/18
 Accrual Basis

Las Vegas Land Partners
 General Ledger
 As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Parcel 139 34 311 017									0.00
Total Parcel 139 34 311 017									0.00
Parcel 139 34 311 018									0.00
Total Parcel 139 34 311 018									0.00
Parcel 139 34 311 019									0.00
Total Parcel 139 34 311 019									0.00
Parcel 139 34 311 020									0.00
Total Parcel 139 34 311 020									0.00
Parcel 139 34 311 021									0.00
Total Parcel 139 34 311 021									0.00
Parcel 139 34 311 022									0.00
Total Parcel 139 34 311 022									0.00
Parcel 139 34 311 023									0.00
Total Parcel 139 34 311 023									0.00
Parcel 139 34 311 024									0.00
Total Parcel 139 34 311 024									0.00
Parcel 139 34 311 025									0.00
Total Parcel 139 34 311 025									0.00
Parcel 139 34 311 026									0.00
Total Parcel 139 34 311 026									0.00
Parcel 139 34 311 027									0.00
Total Parcel 139 34 311 027									0.00
Parcel 139 34 311 028									0.00
Total Parcel 139 34 311 028									0.00
Parcel 139 34 311 029									0.00
Total Parcel 139 34 311 029									0.00
Parcel 139 34 311 030									0.00
Total Parcel 139 34 311 030									0.00
Parcel 139 34 311 031									0.00
Total Parcel 139 34 311 031									0.00
Parcel 139 34 311 032									0.00
Total Parcel 139 34 311 032									0.00
Parcel 139 34 311 033									0.00
Total Parcel 139 34 311 033									0.00
Parcel 139 34 311 034									0.00
Total Parcel 139 34 311 034									0.00
Parcel 139 34 311 035									0.00
Total Parcel 139 34 311 035									0.00
Parcel 139 34 311 036									0.00
Total Parcel 139 34 311 036									0.00
Parcel 139 34 311 037									0.00
Total Parcel 139 34 311 037									0.00
Parcel 139 34 311 038									0.00
Total Parcel 139 34 311 038									0.00
Parcel 139 34 311 040									0.00
Total Parcel 139 34 311 040									0.00
Parcel 139 34 311 041									0.00
Total Parcel 139 34 311 041									0.00
Parcel 139 34 311 042									0.00
Total Parcel 139 34 311 042									0.00
Parcel 139 34 311 043									0.00
Total Parcel 139 34 311 043									0.00
Parcel 139 34 311 044									0.00
Total Parcel 139 34 311 044									0.00
Parcel 139 34 311 045									0.00
Total Parcel 139 34 311 045									0.00
Parcel 139 34 311 046									0.00
Total Parcel 139 34 311 046									0.00

CONFIDENTIAL INFORMATION

SPZ000679

Page 14

RICH00254

50028-0254
 Case No.: A-16

RA 008828

10:16 AM

01/31/18

Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Parcel 139 34 311 047									0.00
Total Parcel 139 34 311 047									0.00
Parcel 139 34 311 049									0.00
Total Parcel 139 34 311 049									0.00
Parcel 139 34 410 056									0.00
Total Parcel 139 34 410 056									0.00
Parcel 139 34 410 057									0.00
Total Parcel 139 34 410 057									0.00
Parcel 139 34 410 058									0.00
Total Parcel 139 34 410 058									0.00
Parcel 139 34 410 059									0.00
Total Parcel 139 34 410 059									0.00
Parcel 162 03 115 001									0.00
Total Parcel 162 03 115 001									0.00
Parcel 162 03 115 002									0.00
Total Parcel 162 03 115 002									0.00
Penalty									0.00
Total Penalty									0.00
Personal Property Tax									0.00
Total Personal Property Tax									0.00
Stella Property, LLC									0.00
Total Stella Property, LLC									0.00
Zoe Property, LLC									0.00
Total Zoe Property, LLC									0.00
6821 - Filing Fees									0.00
Total 6821 - Filing Fees									0.00
6850 - Property									0.00
Aquarius Owner LLC									0.00
Total Aquarius Owner LLC									0.00
6850 - Property - Other									0.00
Total 6850 - Property - Other									0.00
Total 6850 - Property									0.00
6820 - Taxes - Other									0.00
Total 6820 - Taxes - Other									0.00
Total 6820 - Taxes									0.00
6999 - Uncategorized Expenses									0.00
Total 6999 - Uncategorized Expenses									0.00
Heartland Settlement									0.00
Total Heartland Settlement									0.00
Sale of Leah Property									0.00
Basis									0.00
Total Basis									0.00
Leah Closing Costs									0.00
Total Leah Closing Costs									0.00
Sale of Leah Property - Other									0.00
Total Sale of Leah Property - Other									0.00
Total Sale of Leah Property									0.00
7000 - Inc/Loss from FC/LW Vegas									0.00
Total 7000 - Inc/Loss from FC/LW Vegas									0.00
8000 - Proceeds sale of Coolidge									0.00
Total 8000 - Proceeds sale of Coolidge									0.00
8010 - Cost of sale - Coolidge									0.00
Total 8010 - Cost of sale - Coolidge									0.00
8100 - Proceeds sale to Forest City									0.00
Total 8100 - Proceeds sale to Forest City									0.00
8110 - Cost of sale to Forest City									0.00
Total 8110 - Cost of sale to Forest City									0.00
8200 - Proceeds sale of Acquarius									0.00
Total 8200 - Proceeds sale of Acquarius									0.00

CONFIDENTIAL INFORMATION

SPZ000680

Page 15

RICH00255

50028-0255
Case No.: A-16

RA 008829

10:18 AM
01/31/18
Accrual Basis

Las Vegas Land Partners
General Ledger
As of December 31, 2016

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
8210 - cost of sales	Acquarius								0.00
Total 8210 - cost of sales	Acquarius								0.00
8400 - UNSURE									0.00
Total 8400 - UNSURE									0.00
8300 - MISC									0.00
Total 8300 - MISC									0.00
No accont									0.00
Total no accont									0.00
TOTAL							8,216,808.02	8,216,808.02	0.00

CONFIDENTIAL INFORMATION

SPZ000681

Page 16

RICH00256

50028-0256
Case No.: A-16

RA 008830

Exhibit RWCO 022

RICH00257

50028-0257
Case No.: A-16

RA 008831

1 that and -- I thought there was some language about a
2 couple-hundred-thousand dollars in the agreement to
3 build City Hall. Not certain.

4 Q. Again, if you don't remember clearly, no
5 sense --

6 A. Well, something that could be looked up.

7 Q. Now, as I understand your testimony, these
8 related transactions, deals, entities all had one
9 checkbook and one ledger account, correct? You just
10 kept all the records together; am I right on that?

11 A. It wasn't under my supervision or office, but
12 that's what I believe.

13 Q. Okay. How are you able to determine which
14 entity receives a capital contribution or which entity
15 is making a distribution, if they're all mangled
16 together?

17 MR. MARQUIS: I'm going to object to the form
18 of the question.

19 MR. MUIJE: Let me rephrase it.

20 MR. HAYES: Join.

21 BY MR. MUIJE:

22 Q. Given that they all appear to run through one
23 ledger and one checkbook, how are you able to allocate
24 income and expenses between those entities?

25 A. I don't know why we would.

Page 165

Veritext Legal Solutions
877-955-3855

RICH00258

50028-0258
Case No.: A-16

RA 008832

1 MR. HAYES: I make the same -- whoa.

2 I'm going to make the some objections. I
3 think it's confusing, vague, and ambiguous.

4 BY MR. MUIJE:

5 Q. Go ahead and answer, please, sir.

6 A. Why would we? It all was part of -- they
7 were all derivative from one entity, and all the money
8 came in and all of the money went out. Did it matter
9 that I took a cab from one piece of property to
10 another piece of property? No. I don't see why it
11 mattered. That's an accountant's question. I don't
12 know.

13 MR. MUIJE: At this point, as promised to
14 Mr. Marquis, I'm going to excuse this deposition.
15 I've gotten 90 percent of what I needed to cover done.
16 But if -- for example, we got 400 pages of new
17 documents in the last two days and we got complete
18 copies -- purportedly complete copies -- of the TIC
19 agreements only two weeks ago. I think there is more
20 discovery out there, and I reserve the right to resume
21 or reconvene this deposition as the additional
22 documents that we've been promised and that need to be
23 produced are received.

24 Other than that, I'm done for today.

25 MR. HAYES: Well, New York in December is a

Page 166

Veritext Legal Solutions
877-955-3855

RICH002590

50028-0259
Case No.: A-16

RA 008833

Exhibit RWCO 023

RICH00260

50028-0260
Case No.: A-16

RA 008834

LVLV Holdings

Unallocated contributions from partners

old bl expenses on books	15,542.89	
Nov 2011 VNB payment	9,935.38	
2010 paydown of signature loan	249,500.00	
2011 paydown of signature loan	375,000.00	
2010 paydown of vnb	1,000,000.00	1,649,978.27
2012 signature loan paydowns	276,659.86	
2012 unknown payment	(12,710.00)	
2012 vnb loan paydowns	1,628,311.20	
2012 unknown payment	(11,000.00)	3,531,239.33

CONFIDENTIAL INFORMATION

SPZ000872

RICH00261

50028-0261
Case No.: A-16

RA 008835

Exhibit RWCO 024

_____ RICH00262

50028-0262
Case No.: A-16

RA 008836

SKE Group, LLC

CERTIFIED PUBLIC ACCOUNTANTS

2 Buck Lane
Marlboro, NJ 07746
Tel (732) 761-1120
Fax (732) 907-1827

41 East 60th Street
New York, NY 10022
(212) 225-3230
(646) 222-5172

January 15, 2008

Mr. David Mitchell
LVLV Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLV HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

CONFIDENTIAL INFORMATION

SPZ001115

RICH00263

50028-0263
Case No.: A-16

RA 008837

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a "tax shelter" if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

CONFIDENTIAL INFORMATION

SPZ001116

RICH00264

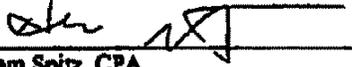
50028-0264
Case No.: A-16

RA 008838

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,



Sam Spitz, CPA
SKE Group, LLC

Accepted:



LVL HOLDINGS, LLC
David Mitchell, Managing member

1.15.08

Date

CONFIDENTIAL INFORMATION

SPZ001117

RICH00265

50028-0265
Case No.: A-16

RA 008839



SKE GROUP, LLC
Certified Public Accountants
and Business Consultants

18 Village Court
Hazel, NJ 07730
Tel 732.761.1120
Tel 212.223.3230
Fax 732.647.4428
www.skecpa.com

January 3, 2016

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2016. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

CONFIDENTIAL INFORMATION

SPZ001118

RICH00266

50028-0266
Case No.: A-16

RA 008840

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a "tax shelter" if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partner. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

CONFIDENTIAL INFORMATION

SPZ001119

RICH00267

50028-0267
Case No.: A-16

RA 008841

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:



LVLPHOLDINGS, LLC
David Mitchell, Managing member

Date

1/2/10

CONFIDENTIAL INFORMATION

SPZ001120

RICH00268

50028-0268
Case No.: A-16

RA 008842



SKE GROUP, LLC
Certified Public Accountants
and Business Consultants

16 Village Court
Hazlet, NJ 07730
Tel 732.761.1120
Tel 212.228.3230
Fax 732.847.4428
www.skecpa.com

January 8, 2015

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2015. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

CONFIDENTIAL INFORMATION

SPZ001121

RICH00269

50028-0269
Case No.: A-16

RA 008843

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a "tax shelter" if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

CONFIDENTIAL INFORMATION

SPZ001122

RICH00270

50028-0270
Case No.: A-16

RA 008844

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

**Sam Spitz, CPA
SKE Group, LLC**

Accepted:



**LVP HOLDINGS, LLC
David Mitchell, Managing member**



Date

CONFIDENTIAL INFORMATION

SPZ001123

RICH00271

**50028-0271
Case No.: A-16**

RA 008845



SKE GROUP, LLC
Certified Public Accountants
and Business Consultants

16 Village Court
Hazlet, NJ 07730
Tel: 732.761.1120
Tel: 212.238.8230
Fax 732.847.4428
www.skecpa.com

January 5, 2014

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2014. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

CONFIDENTIAL INFORMATION

SFZ001124

RICH00272

50028-0272
Case No.: A-16

RA 008846

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a "tax shelter" if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

CONFIDENTIAL INFORMATION

SPZ001125

RICH00273

50028-0273
Case No.: A-16

RA 008847

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours;

Sam Spitz, CPA
SKE Group, LLC

Accepted:



LVL HOLDINGS, LLC
David Mitchell, Managing member

1/6/17

Date

CONFIDENTIAL INFORMATION

SPZ001126

_____ RICH00274

50028-0274
Case No.: A-16

RA 008848



SKE GROUP, LLC
Certified Public Accountants
and Business Consultants

18 Village Court
Hazlet, NJ 07780
Tel 732.761.1120
Tel 212.223.2230
Fax 732.847.4425
www.skecpa.com

January 15, 2013

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2013. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

CONFIDENTIAL INFORMATION

SPZ001127

RICH00275

50028-0275
Case No.: A-16

RA 008849

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a "tax shelter" if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

CONFIDENTIAL INFORMATION

SPZ001128

RICH00276

50028-0276
Case No.: A-16

RA 008850

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:



LVP HOLDINGS, LLC
David Mitchell, Managing member

1/20/07
Date

CONFIDENTIAL INFORMATION

SPZ001129

RICH00277

50028-0277
Case No.: A-16

RA 008851

January 15, 2018

Dear Mr. Mitchell:

We will prepare the federal and New Jersey state partnership tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2017, and we will advise you on income tax matters as to which you specifically request our advice. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

CONFIDENTIAL INFORMATION

SPZ000001

_____ RICH00278

50028-0278
Case No.: A-16

RA 008852

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a "tax shelter" if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional

CONFIDENTIAL INFORMATION

SPZ000002

RICH00279

50028-0279
Case No.: A-16

RA 008853

Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:

LVL HOLDINGS, LLC
David Mitchell, Managing member

Date

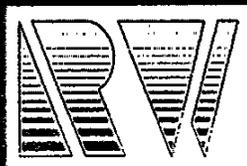
CONFIDENTIAL INFORMATION

SPZ000003

RICH00280

50028-0280
Case No.: A-16

RA 008854



**RICH
WIGHTMAN
& COMPANY**

Certified Public Accountants
(A Limited Liability Company)

1301 South Jones Blvd.

Las Vegas, NV 89146

Phone: (702) 878-0959 Fax: (702) 878-1325

WWW.RICHWIGHTMAN.COM

50028-0281

Case No.: A-16

RA 008855

1 COHEN JOHNSON PARKER EDWARDS
2 H. STAN JOHNSON, ESQ.
3 Nevada Bar No. 00265
4 sjohnson@cohenjohnson.com
5 JAMES L. EDWARDS, ESQ.
6 Nevada Bar No. 0256
7 jedwards@parkeredwardslaw.com
8 375 E. Warm Springs Road, Ste. 104
9 Las Vegas, NV 89119
10 Telephone: (702) 823-3500
11 Facsimile: (702) 823-3400
12 *Attorneys for Mitchell Defendants*

13 EIGHTH JUDICIAL DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 RUSSELL L. NYPE; REVENUE PLUS, LLC,
16 DOES I through X; DOES I through X; DOE
17 CORPORATIONS I through X; and DOES
18 PARTNERSHIPS I through X,

19 Plaintiff,

20 vs.
21 DAVID J. MITCHELL; BARNET LIBERMAN;
22 LAS VEGAS LAND PARTNERS, LLC;
23 MEYER PROPERTY, LTD.; ZOE PROPERTY,
24 LLC; LEAH PROPERTY, LLC; WINK ONE,
25 LLC; LIVE WORK, LLC; LIVE WORK
26 MANAGER, LLC; AQUARIAS OWNER, LLC;
27 LVLP HOLDINGS, LLC; MITCHELL
28 HOLDINGS, LLC; LIEBERMAN HOLDINGS,
29 LLC; 305 LAS VEGAS LLC; LIVE WORKS
30 TIC SUCCESSOR, LLC; PC/LIVE WORK
31 VEGAS, LLC; CASINO COLLIDGE, LLC;
32 DOES I through III, and ROE CORPORATIONS
33 I through III, inclusive,

34 Entity Defendants.

Case No.: A-16-740689-B
Dept No.: XV

THE MITCHELL DEFENDANTS'
SECOND SUPPLEMENTAL
RESPONSES TO PLAINTIFF'S FIRST
SET OF REQUESTS FOR PRODUCTION
OF DOCUMENTS

35 Defendants David J. Mitchell, Las Vegas Land Partners, LLC, Wink One, LLC, Meyer
36 Property, LTD., Live Works TIC Successor, LLC, Live Work Manager, LLC, Live Work, LLC,
37 Leah Property, LLC, Casino Coolidge, LLC, LVLP Holdings, LLC, Mitchell Holdings, LLC,
38 and Aquarius Owner, LLC, (Collectively as "The Mitchell Defendants"), by and through their

1 counsel of record H. Stan Johnson and James L. Edwards of Cohen Johnson Parker Edwards,
2 hereby submits **THE MITCHELL DEFENDANTS' SECOND SUPPLEMENTAL**
3 **RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF**
4 **DOCUMENTS** as follows:

5 **GENERAL OBJECTIONS AND RESPONSES**

6
7 1. Defendant is presently pursuing his investigation of the facts and law relating to
8 Plaintiff's Requests. Defendant's objections and responses are based on the knowledge,
9 information, and beliefs of Defendant at this time, as well as the documents in Defendant's
10 possession, custody, or control. Therefore, the objections and responses are given without
11 prejudice to Defendant's right to produce evidence of subsequently discovered facts or to add,
12 modify, or otherwise change or amend the objections and responses or to rely on additional
13 evidence at trial or in connection with any pretrial proceedings. Defendant expressly reserves the
14 right to amend or supplement these objections and responses.

15 2. Defendant objects to each and every instruction, definition, and Request to the
16 extent that they seek information and/or documents that are neither relevant to this action nor
17 reasonably calculated to lead to the discovery of admissible evidence.

18 3. Defendant objects to each and every instruction, definition, and Request to the
19 extent they are vague and ambiguous, overly broad, unduly burdensome, and/or seek information
20 that is not within his possession, custody, or control.

21 4. Defendant objects to each and every instruction, definition, and Request to the
22 extent that they seek documents or things protected from disclosure by the attorney-client
23 privilege, work product doctrine, common interest privilege, joint defense privilege, trade secret
24 protections, confidentiality and/or non-disclosure agreements, third-party privacy rights, and/or
25 any other available law, privilege, immunity, doctrine, or other ground for limiting disclosure. The
26 inadvertent disclosure of any such information or production of any such document shall not
27 constitute a waiver of any such law, privilege, immunity, doctrine, or other ground for limiting
28 disclosure with respect to such information or document, the subject matter of such information or

1 document, or of Defendant's right to demand the return of inadvertently disclosed materials or to
2 object to the use of any such information or document during any subsequent proceeding in this
3 action or elsewhere.

4 5. Defendant objects to each and every instruction, definition, and Request to the
5 extent that they attempt to impose any burdens inconsistent with or in addition to the obligations
6 under the Nevada Revised Statutes, Nevada Rules of Civil Procedure, this Court's local rules, or
7 any other applicable law.

8 6. Defendant objects to the definition of the term "Documents," as vague, ambiguous,
9 overly broad, and unduly burdensome to the extent that they seek to impose obligations on
10 Defendant beyond those under the Nevada Revised Statutes, Nevada Rules of Civil Procedure, this
11 Court's local rules, or any other applicable law.

12 7. Defendant objects to the second paragraph of the Instructions (p. 2, lines 11-13),
13 which purports to create a continuing obligation to produce newly-created documents responsive
14 to each Request.

15 8. Defendant objects to the third paragraph of the Instructions (p. 2, lines 14-18),
16 which purports to create an obligation for Defendant to produce documents that are in the
17 possession, custody, or control of other parties to this action.

18 9. Defendant objects to the Requests to the extent that they are duplicative,
19 cumulative, and/or seek information that may be obtained from other sources or through other
20 means of discovery that are more convenient, more efficient, more practical, less burdensome, or
21 less expensive.

22 10. Defendant objects to each and every instruction, definition, and Request to the
23 extent that they are speculative, lack foundation, or improperly assume the existence of
24 hypothetical facts that are incorrect or unknown to Defendant.

25 11. Defendant objects to each and every instruction, definition, and Request to the
26 extent that they call for a legal conclusion. Any response by Defendant shall not be construed as
27 providing a legal conclusion regarding the meaning or application of any terms or phrases used in
28 Plaintiff's instructions or definitions.

1 12. Defendant objects to the Requests to the extent the Requests call for documents
2 protected by the privacy rights of Defendants and/or third parties.

3 13. Defendant objects to the Requests to the extent the Requests call for documents
4 containing confidential or personal business information or other proprietary information,
5 including material nonpublic information.

6 14. Defendant objects to the Requests to the extent that the Requests seek documents
7 or things equally or more available to Plaintiff.

8 15. By responding to Plaintiff's Requests, Defendant does not waive any objection that
9 may be applicable to: (a) Plaintiff's use of any document produced; or (b) the admissibility,
10 authenticity, relevance, or materiality of any such documents to any issue in this case.

11 16. The following responses constitute Defendant's best information and belief at this
12 time, based upon reasonable inquiry and the facts presently available and, except for explicit facts
13 admitted herein, no incidental or implied admissions are intended hereby. The fact that Defendant
14 has answered or objected to any Request or part thereof should not be taken as an admission that
15 Defendant accepts or admits the existence of any facts set forth or assumed by such Requests, or
16 that such answer or objection constitutes admissible evidence. The fact that Defendant has
17 responded to part or all of any Request is not intended and shall not be construed to be a waiver
18 by Defendant of all or any part of any objection to any Request.

19 17. Where indicated, Defendant will produce non-privileged documents in his
20 possession, custody, or control that are responsive to the Requests and that he locates following a
21 reasonable and diligent inquiry. Any agreement by Defendant to produce documents responsive
22 to the Requests shall not be construed as an admission that such documents do, in fact, exist.

23 18. Each of the foregoing general objections is incorporated by reference into each and
24 every specific objection set forth below.

25 19. All documents referenced below are included on the enclosed disk.

1 **SUPPLEMENTAL RESPONSE TO REQUEST NO. 17:**

2
3 Each Mitchell Defendant incorporates by reference its previous response to this request as though
4 specifically enumerated herein. Each Mitchell Defendant supplements its response to this request
5 with all the documents attached hereto by Physical CD Entitled MITCHELL'S 2ND SUPP RES
6 TO PLAINTIFF'S 1ST SET OF RFP. Each Mitchell Defendant also supplements its response to
7 this request with all other documents and communications produced by any other party in this
8 matter as though produced by the Mitchell Defendants.
9

10 **REQUEST NO. 19:**

11 All Communications as between [any Mitchell Defendant] and any of the following:

- 12 • Forest City Enterprises, Inc.
- 13 • Forest City Enterprises L.P.
- 14 • Forest City Commercial Management, Inc.
- 15 • Forest City Commercial Management LLC
- 16 • Forest City Properties, LLC
- 17 • Forest City Real Estate Services, LLC
- 18 • Forest City TRS, LLC
- 19 • FC Vegas, 20, LLC
- 20 • FC Vegas 39, LLC
- 21 • FC/LW Vegas, LLC
- 22 • PQ Las Vegas, LLC
- 23 • QH Las Vegas, LLC
- 24 • Downtown Vegas, LLC
- 25 • L/W TIC Successor, LLC

26 **SUPPLEMENTAL RESPONSE TO REQUEST NO. 19:**

27 Each Mitchell Defendant incorporates by reference its previous response to this request as though
28 specifically enumerated herein. Each Mitchell Defendant supplements its response to this request
with all the documents attached hereto by Physical CD Entitled MITCHELL'S 2ND SUPP RES
TO PLAINTIFF'S 1ST SET OF RFP. Each Mitchell Defendant also supplements its response to
this request with all other documents and communications produced by any other party in this

1 matter as though produced by the Mitchell Defendants.

2
3 **REQUEST NO. 23:**

4 Copies of any and all documents or Communications as between you and any "Associate" for the
5 last 12 years.

6 **SUPPLEMENTAL RESPONSE TO REQUEST NO. 23:**

7 Each Mitchell Defendant incorporates by reference its previous response to this request as though
8 specifically enumerated herein. Each Mitchell Defendant supplements its response to this request
9 with all the documents attached hereto by Physical CD Entitled MITCHELL'S 2ND SUPP RES*
10 TO PLAINTIFF'S 1ST SET OF RFP.. Each Mitchell Defendant also supplements its response to
11 this request with all other documents and communications produced by any other party in this
12 matter as though produced by the Mitchell Defendants.

13
14
15
16 Dated the 3rd day of July 2019.

17 COHEN JOHNSON PARKER EDWARDS

18 By: /s/ James L. Edwards

19 H. STAN JOHNSON, ESQ.
20 Nevada Bar No. 00265
21 JAMES L. EDWARDS, ESQ.
22 Nevada Bar No. 0256
23 375 E. Warm Springs Road, Ste. 104
24 Las Vegas, NV 89119
25 *Attorneys for Mitchell Defendants*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Document Description	Bates Stamp Numbers
Documents responsive to Requests 16, 17, 19, and 23	MITCH001006-MITCH001617
Equity schedule update 9-10-08 for DM	MITCH001618
Key bank interest reserve	MITCH001619
Las Vegas Land Partners-Analysis of Rental Operations 2007	MITCH001620
Las Vegas Land Partners-Analysis of Rental Operations 2008	MITCH001621
Las Vegas Land Partners-Analysis of Rental Operations 2009	MITCH001622
LVLV fixed assets analysis	MITCH001623
LVLV Rent potential	MITCH001624
LVLV RENTAL INCOME	MITCH001625
Rental Income and Expense 2010	MITCH001626
Barnet Capital Account Details ANNUALLY 1.1.11-12.31.14	MITCH001627
Barnet Capital Account Details through 12.31.14 as of 8.18.16	MITCH001628
Copy of LVLV 2016 from client	MITCH001629
lvlp summary	MITCH001630
Partner Activity 2011-2014	MITCH001631
Quick Book Files in QBW Format	MITCH001632

CERTIFICATE OF SERVICE

Pursuant to LR-4.1(b), I certify that I am an employee of Cohen Johnson Parker Edwards, and that on the 3rd day of July 2019, I caused to be served a true and correct copy of **The MITCHELL DEFENDANTS' SECOND SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** on all parties to this action by the method(s) indicated below:

 X By using the CM/ECF Notification System to the following:

- | | |
|-------------------------|---|
| John W. Muije | jmuije@muijelawoffice.com |
| Kathleen Bratton | k.bratton@hayesandwelsh.onmicrosoft.com |
| James L. Edwards | jedwards@parkeredwardslaw.com |
| Sarah Gondek | sgondek@cohenjohnson.com |
| H S Johnson | calendar@cohenjohnson.com |
| H Stan Johnson | sjohnson@cohenjohnson.com |
| Kevin M. Johnson | kjohnson@cohenjohnson.com |
| Megan K. McHenry | m.mchenry@lvlaw.com |
| Larson Welsh | Lwelsh@lvlaw.com |
| ELLIOT S. BLUT | EBLUT@BLUTLAW.COM |
| Linda Dinerstein | paralegal@blutlaw.com |
| Harry Paul Marquis | harry@marquislaw.net |
| Kate Andrews | kandrews@nevadafirm.com |
| Brian W. Boschee | bboschee@nevadafirm.com |
| Harry Paul Marquis | harry@marquislaw.net |
| Norma Moseley | nmoseley@nevadafirm.com |
| "John W. Muije, Esq." . | jmuije@muijelawoffice.com |
| Fern Vitman . | fern@muijelawoffice.com |
| Lil Finchio . | l.finchio@nevlaw.com |
| Megan M. McHenry | m.mayry@lvlaw.com |
| Garry Hayes | ghayes@lvlaw.com |

 X By electronic email addressed to the above:

 /s/ Ryan D. Johnson

An employee of Cohen|Johnson|Parker|Edwards

1 **COHEN JOHNSON PARKER EDWARDS**
2 H. STAN JOHNSON, ESQ.
3 Nevada Bar No. 00265
4 sjohnson@cohenjohnson.com
5 JAMES L. EDWARDS, ESQ.
6 Nevada Bar No. 04256
7 jedwards@parkeredwardslaw.com
8 375 East Warm Springs Road, Ste 104
9 Las Vegas, Nevada 89119
10 Telephone: (702) 823-3500
11 Facsimile: (702) 823-3400
12 *Attorneys for the Mitchell Defendants*

8 **EIGHTH JUDICIAL DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 RUSSELL L. NYPE; REVENUE PLUS, LLC,
11 DOES I through X; DOES I through X; DOE
12 CORPORATIONS I through X; and DOES
13 PARTNERSHIPS I through X,

14 Plaintiff,

15 vs.

16 DAVID J. MITCHELL; BARNET LIBERMAN;
17 LAS VEGAS LAND PARTNERS, LLC;
18 MEYER PROPERTY, LTD.; ZOE PROPERTY,
19 LLC; LEAH PROPERTY, LLC; WINK ONE,
20 LLC; LIVE WORK, LLC; LIVE WORK
21 MANAGER, LLC; AQUARIAS OWNER, LLC;
22 LVLP HOLDINGS, LLC; MITCHELL
23 HOLDINGS, LLC; LIEBERMAN HOLDINGS,
24 LLC; 305 LAS VEGAS LLC; LIVE WORKS
25 TIC SUCCESSOR, LLC; PC/LIVE WORK
26 VEGAS, LLC; CASINO COLLIDGE, LLC;
27 DOES I through III, and ROE CORPORATIONS
28 I through III, inclusive,

Defendants.

Case No.: A-16-740689-B
Dept No.: XI

25 **THE MITCHELL DEFENDANTS' THIRD SUPPLEMENTAL RESPONSES TO**
26 **PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

1 Defendants David J. Mitchell, Las Vegas Land Partners, LLC, Wink One, LLC, Meyer
2 Property, LTD., Live Works TIC Successor, LLC, Live Work Manager, LLC, Live Work, LLC,
3 Leah Property, LLC, Casino Coolidge, LLC, LVLP Holdings, LLC, Mitchell Holdings, LLC,
4 Zoe Property, LLC and Aquarius Owner, LLC, (Collectively as “The Mitchell Defendants”) by
5 and through their counsel of record H. Stan Johnson of Cohen Johnson Parker Edwards, hereby
6 submits the Mitchell Defendant’s Third Supplemental Responses To Plaintiff’s First Set of
7 Requests for Production of Documents as follows:

8
9 **RESPONSES**

10
11 **REQUEST FOR PRODUCTION NO. 16:**

12 All general ledgers, accounting journals, financial statements or other financial records prepared
13 or maintained since January 1, 2007.

14 **RESPONSE:**

- 15 a) Aquarius Owner, LLC: This Defendant has nothing further to produce at this time.
16 b) Casino Coolidge, LLC: This Defendant has nothing further to produce at this time.
17 c) David J. Mitchell: MITDEF000001- MITDEF000024
18 d) Las Vegas Land Partners, LLC: MITDEF000025- MITDEF000207
19 e) Leah Property, LLC: This Defendant has nothing further to produce at this time.
20 f) Live Work, LLC: MITDEF000209- MITDEF000264
21 g) Live Work Manager, LLC: This Defendant has nothing further to produce at this time.
22 h) Live Work TIC Successor, LLC: This Defendant has nothing further to produce at this
23 time.
24 i) LVLP Holdings, LLC: MITDEF000265- MITDEF000307
25 j) Meyer Property, LTD: This Defendant has nothing further to produce at this time.
26 k) Mitchell Holdings, LLC: This Defendant has nothing further to produce at this time.
27 l) Wink One, LLC: This Defendant has nothing further to produce at this time.
28 m) Zoe Property, LLC: MITDEF000308- MITDEF000322

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

REQUEST FOR PRODUCTION NO. 17:

All documents concerning or constituting supporting work papers and/or documents used by [the Mitchell Defendants] from January 1, 2007 through the present, used for accounting and tax purposes, including but not limited to:

- Bank Statements
- Cancelled Checks
- Deposit receipts
- General Ledgers
- Electronic work sheets
- Loan documents, including year-end statements
- Amortization schedules
- Purchase documents
- Agreements and contracts
- Details and description of assets included on the tax returns of Mitchell Holdings, LLC
- Details of Notes receivables included on the tax returns and how they were repaid, copies of all related promissory notes
- Depreciation schedules on properties included on the tax returns
- All K-1's or accounting from affiliated entities used to prepare tax returns

RESPONSE:

- a) Aquarius Owner, LLC: MITDEF000323- MITDEF000326
- b) Casino Coolidge, LLC: This Defendant has nothing further to produce at this time.
- c) David J. Mitchell: MITDEF000327- MITDEF000566
- d) Las Vegas Land Partners, LLC: MITDEF000567- MITDEF001396
- e) Leah Property, LLC: MITDEF001397- MITDEF001746
- f) Live Work, LLC: MITDEF001752- MITDEF002394
- g) Live Work Manager, LLC: MITDEF001747- MITDEF001751

- 1 h) Live Work TIC Successor, LLC: MITDEF002395- MITDEF002486
- 2 i) LVLP Holdings, LLC: MITDEF002487- MITDEF003221
- 3 j) Meyer Property, LTD: MITDEF003222- MITDEF003303
- 4 k) Mitchell Holdings, LLC: MITDEF003304- MITDEF003317
- 5 l) Wink One, LLC: MITDEF003318- MITDEF003399
- 6 m) Zoe Property, LLC: This Defendant has nothing further to produce at this time.

7

8 **REQUEST FOR PRODUCTION NO. 19:**

9 All communications as between [The Mitchell Defendants] and any of the following:

- 10 a) Forest City Enterprises, Inc.
- 11 b) Forest City Enterprises, L.P.
- 12 c) Forest City Commercial Management, Inc.
- 13 d) Forest City Commercial Management LLC.
- 14 e) Forest City Properties, LLC
- 15 f) Forest City Real Estate Services, LLC
- 16 g) Forest City TRS, LLC
- 17 h) FC Vegas, 20, LLC
- 18 i) FC Vegas, 39, LLC
- 19 j) FC/LW Vegas, LLC
- 20 k) PQ Las Vegas, LLC
- 21 l) PQ Ground Lease, LLC
- 22 m) QH Las Vegas, LLC
- 23 n) L/W Tic Successor, LLC

24 **RESPONSE:**

- 25 a) Aquarius Owner, LLC: This Defendant has nothing further to produce at this time.
- 26 b) Casino Coolidge, LLC: This Defendant has nothing further to produce at this time.
- 27 c) David J. Mitchell: MITDEF003400- MITDEF003404
- 28 d) Las Vegas Land Partners, LLC: MITDEF003405- MITDEF003413

- 1 e) Leah Property, LLC: This Defendant has nothing further to produce at this time.
- 2 f) Live Work, LLC: MITDEF003414- MITDEF003505
- 3 g) Live Work Manager, LLC: This Defendant has nothing further to produce at this time.
- 4 h) Live Work TIC Successor, LLC: This Defendant has nothing further to produce at this
- 5 time.
- 6 i) LVLP Holdings, LLC: This Defendant has nothing further to produce at this time.
- 7 j) Meyer Property, LTD: This Defendant has nothing further to produce at this time.
- 8 k) Mitchell Holdings, LLC: This Defendant has nothing further to produce at this time.
- 9 l) Wink One, LLC: This Defendant has nothing further to produce at this time.
- 10 m) Zoe Property, LLC: This Defendant has nothing further to produce at this time.

11
12 **REQUEST FOR PRODUCTION NO. 23:**

13 Copies of any and all documents or Communications as between you and any “Associate” for the
14 last twelve (12) years.

15
16 **RESPONSE:**

- 17 a) Aquarius Owner, LLC: This Defendant has nothing further to produce at this time.
- 18 b) Casino Coolidge, LLC: This Defendant has nothing further to produce at this time.
- 19 c) David J. Mitchell: MITDEF003506- MITDEF003512
- 20 d) Las Vegas Land Partners, LLC: MITDEF003513- MITDEF003558
- 21 e) Leah Property, LLC: MITDEF003559- MITDEF003743
- 22 f) Live Work, LLC: MITDEF003744- MITDEF003953
- 23 g) Live Work Manager, LLC: This Defendant has nothing further to produce at this time.
- 24 h) Live Work TIC Successor, LLC: This Defendant has nothing further to produce at this
- 25 time.
- 26 i) LVLP Holdings, LLC: This Defendant has nothing further to produce at this time.
- 27 j) Meyer Property, LTD: This Defendant has nothing further to produce at this time.
- 28 k) Mitchell Holdings, LLC: This Defendant has nothing further to produce at this time.

COHEN JOHNSON PARKER EDWARDS
375 E. Warm Springs, Road, Suite 104
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- l) Wink One, LLC: This Defendant has nothing further to produce at this time.
- m) Zoe Property, LLC: This Defendant has nothing further to produce at this time.

DATED: this 7th day of October, 2019

COHEN JOHNSON PARKER EDWARDS
By: /s/ H. Stan. Johnson

H. STAN JOHNSON, ESQ.
Nevada Bar No.: 00265
sjohnson@cohenjohnson.com
JAMES L. EDWARDS, ESQ.
Nevada Bar No. 04256
jedwards@parkeredwardslaw.com
375 E Warm Springs Rd. Ste 104
Las Vegas, NV 89119
Attorneys for the Mitchell Defendants

REGISTER OF ACTIONS

CASE NO. 07A551073

Las Vegas Land Partners LLC, Plaintiff(s) vs. Russell Nype, Defendant(s) §
§
§
§
§
§
§
§

Case Type: **Other Civil Filing**
Subtype: **Other Civil Matters**
Date Filed: **11/02/2007**
Location: **Department 11**
Cross-Reference Case Number: **A551073**
Supreme Court No.: **59940**
68819
70520

PARTY INFORMATION

Lead Attorneys

Counter Claimant **Nype, Russell L** **John W. Muije**
Retained
7023867002(W)

Counter Claimant **Revenue Plus LLC** **John W. Muije**
Retained
7023867002(W)

Counter Defendant **Las Vegas Land Partners LLC** **Garry L. Hayes**
Retained
~~702-832-5502(W)~~

Defendant **Nype, Russell L** **John W. Muije**
Retained
7023867002(W)

Plaintiff **Las Vegas Land Partners LLC** **Garry L. Hayes**
Retained
~~702-832-5502(W)~~

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

- 06/17/2009 **Order of Dismissal** (Judicial Officer: Togliatti, Jennifer)
Debtors: First Wall Street Capital Internationa (Defendant)
Creditors: Las Vegas Land Partners LLC (Plaintiff), Livework LLC (Plaintiff), Zoe Properties LLC (Plaintiff)
Judgment: 06/17/2009, Docketed: 06/22/2009
- 10/24/2013 **Clerk's Certificate** (Judicial Officer: Israel, Ronald J.)
Debtors: Las Vegas Land Partners LLC (Plaintiff), Livework LLC (Plaintiff), Zoe Properties LLC (Plaintiff), Revenue Plus LLC (Counter Claimant), Las Vegas Land Partners LLC (Counter Defendant), FC Vegas 20 LLC (Other)
Creditors: Russell L Nype (Defendant), Revenue Plus LLC (Defendant), Revenue Plus LLC (Counter Claimant)
Judgment: 10/24/2013, Docketed: 10/31/2013
Comment: "REVERSED AND REMAND"
- 03/26/2015 **Order** (Judicial Officer: Israel, Ronald J.)
Debtors: Las Vegas Land Partners LLC (Counter Defendant)
Creditors: Russell L Nype (Counter Claimant), Revenue Plus LLC (Counter Claimant)
Judgment: 03/26/2015, Docketed: 04/02/2015
Total Judgment: 2,608,797.50
- 03/26/2015 **Order of Dismissal With Prejudice** (Judicial Officer: Israel, Ronald J.)

Nype's Pre-trial Memorandum

- 09/30/2014 **Reply to Motion**
Defendant/Counterclaimants' Reply in Support of Motion in Limine to Preclude Testimony of Expert Witness
- 10/02/2014 **Reply in Support**
Reply in Support of Plaintiffs/Counterdefendant's Motion in Limine No. 2
- 10/02/2014 **Reply in Support**
Reply in Support of Motion to Dismiss
- 10/03/2014 **Recorders Transcript of Hearing**
Transcript of Proceedings Emergency Motion on an Order Shortening Time to Withdrawal as Counsel of Record for Plaintiffs Las Vegas Land Partners, LLC, Live Work, LLC and Zoe Properties, LLC and Counterdefendant Las Vegas Land Partners, LLC
- 10/03/2014 **Supplemental**
Supplemental Lodgment to Reply in Support of Plaintiffs/Counterdefendant's Motion in Limine No. 2
- 10/06/2014 **Declaration**
Declaration of David Mitchell in Support of Plaintiffs' Request for Trial Setting
- 10/06/2014 **Declaration**
Declaration of Barnet Liberman in Support of Plaintiffs' Request for Trial Setting
- 10/07/2014 **Motion in Limine** (9:30 AM) (Judicial Officer Israel, Ronald J.)
Plaintiffs Las Vegas Land Partners, LLC; Live Work, LLC; and Zoe Properties, LLC, and Counterdefendant Las Vegas Land Partners, LLC's Motion in Limine No. 2 to Exclude Testimony or Evidence Pertaining to Defendants Russell L. Nype and Revenue Plus, LLC's Partnership with First Wall Street, LLC
08/26/2014 Reset by Court to 08/28/2014
08/28/2014 Reset by Court to 10/07/2014
Result: Deferred Ruling
- 10/07/2014 **Motion in Limine** (9:30 AM) (Judicial Officer Israel, Ronald J.)
Plaintiffs Las Vegas Land Partners, LLC; Live Work, LLC; and Zoe Properties, LLC, and Counterdefendant Las Vegas Land Partners, LLC's Motion in Limine No. 1 to Exclude Testimony or Evidence that LVLP Did Not Fully Satisfy its Obligations Under the its Contract with First Wall Street, LLC
08/26/2014 Reset by Court to 08/28/2014
08/28/2014 Reset by Court to 10/07/2014
Result: Stipulated
- 10/07/2014 **Motion in Limine** (9:30 AM) (Judicial Officer Israel, Ronald J.)
10/07/2014, 10/10/2014
Defendants/Counterclaimants' Motion in Limine Regarding Licensing
Minutes
08/26/2014 Reset by Court to 08/28/2014
08/28/2014 Reset by Court to 10/07/2014
10/08/2014 Reset by Court to 10/10/2014
Result: Continued for Chambers Decision
- 10/07/2014 **Motion in Limine** (9:30 AM) (Judicial Officer Israel, Ronald J.)
Defendants/Counterclaimants' Motion In Limine To Preclude The Testimony Of Plaintiff/Counterdefendant's Expert Witness And Ex Parte Motion For An Order Shortening Time
08/26/2014 Reset by Court to 08/28/2014
08/28/2014 Reset by Court to 10/07/2014
Result: Granted
- 10/07/2014 **Calendar Call** (9:30 AM) (Judicial Officer Israel, Ronald J.)
Parties Present
Result: Trial Date Set
- 10/07/2014 **Motion to Dismiss** (9:30 AM) (Judicial Officer Israel, Ronald J.)
Plaintiff's Motion to Dismiss Counterclaims by Revenue Plus LLC
09/18/2014 Reset by Court to 10/07/2014
10/07/2014 Reset by Court to 09/18/2014
Result: Denied
- 10/07/2014 **All Pending Motions** (9:30 AM) (Judicial Officer Israel, Ronald J.)
All Pending Motions (10/07/14)
Parties Present
Minutes
Result: Matter Heard
- 10/07/2014 **CANCELED All Pending Motions** (9:30 AM) (Judicial Officer Israel, Ronald J.)
Vacated - On in Error
All Pending Motions (10/07/14)
- 10/09/2014 **Acceptance of Service**
Acceptance of Service of Subpoena for Appearance at Trial
- 10/13/2014 **Bench Trial** (9:00 AM) (Judicial Officer Israel, Ronald J.)
10/13/2014, 10/14/2014, 10/15/2014, 10/16/2014, 10/17/2014, 10/21/2014, 10/22/2014, 10/23/2014, 10/24/2014, 12/03/2014, 12/05/2014, 12/08/2014, 12/09/2014, 12/11/2014, 12/12/2014, 01/22/2015, 01/26/2015
Parties Present
Minutes
10/13/2014 Reset by Court to 10/13/2014
10/21/2014 Reset by Court to 10/21/2014
10/22/2014 Reset by Court to 10/22/2014
12/01/2014 Reset by Court to 12/03/2014
01/23/2015 Reset by Court to 01/26/2015
Result: Trial Continues
- 10/13/2014 **Affidavit of Service**

10/7/2019 *Affidavit of Service of Subpoena for Appearance at Trial to Russell L. Nype*

10/13/2014 **Motion to Quash**
Emergency Motion to Quash Subpoena For Appearance at Trial

10/14/2014 **Recorders Transcript of Hearing**
Transcript of Proceedings Plaintiff's Opening Statement 10/13/14

10/14/2014 **Opposition**
Opposition to Motion to Quash

10/15/2014 **Motion to Quash** (3:00 AM) (Judicial Officer Israel, Ronald J.)
Minutes
11/13/2014 Reset by Court to 10/15/2014

10/16/2014 Result: Moot

10/16/2014 **Affidavit of Service**
Affidavit of Service

10/20/2014 **Recorders Transcript of Hearing**
Partial Transcript of Proceedings Bench Trial Day Three Testimony of Soozie Jones Walker 10/15/2014

10/23/2014 **Reporters Transcript**
Transcript of Proceedings Portion of Bench Trial - Day 2 Continued Testimony of David Mitchell Tuesday, October 14, 2014

10/23/2014 **Reporters Transcript**
Transcript of Proceedings Bench Trial - Day 4 Continued Testimony of David Mitchell Thursday, October 16, 2014

10/23/2014 **Reporters Transcript**
Transcript of Proceedings Bench Trial - Day 5 Continued Testimony of David Mitchell Friday, October 17, 2014

10/23/2014 **Recorders Transcript of Hearing**
Partial Transcript of Proceedings Bench Trial Day One Partial Testimony of David Mitchell

10/24/2014 **Recorders Transcript of Hearing**
Partial Transcript of Proceedings Bench Trial Day Seven Partial Testimony of Russell Nype

10/28/2014 **CANCELED Bench Trial** (1:00 PM) (Judicial Officer Israel, Ronald J.)
Vacated - per Clerk

11/17/2014 **Recorders Transcript of Hearing**
Transcript of Proceedings Bench Trial Day Eight 10/23/14

11/17/2014 **Recorders Transcript of Hearing**
Transcript of Proceedings Bench Trial Day Nine

11/24/2014 **Recorders Transcript of Hearing**
Transcript of Proceedings Bench Trial Day Six October 21, 2014

12/18/2014 **Reporters Transcript**
Partial Transcript of Proceedings Partial Transcript of Trial: Day 14 Only, Thursday, December 11, 2014

12/18/2014 **Transcript of Proceedings**
Transcript of Proceedings Bench Trial - Day 15, Friday, December 12, 2014

01/14/2015 **Recorders Transcript of Hearing**
Transcript of Proceedings: Transcript of Trial: Day 10 Only

01/14/2015 **Recorders Transcript of Hearing**
Transcript of Proceedings: Transcript of Trial: Day 11 Only

01/14/2015 **Recorders Transcript of Hearing**
Transcript of Proceedings: Transcript of Trial: Day 12 Only

01/15/2015 **Order Granting Motion**
Order Granting Defendant/Counterclaimants' Motion in Limine to Preclude the Testimony of Plaintiff/Counterdefendant's Expert Witness

01/15/2015 **Notice of Entry of Order**
Notice of Entry of Order

01/26/2015 **Brief**
Plaintiffs' Trial Brief Regarding Licensing Issues

01/26/2015 **Brief**
Defendants/Counterclaimants Russell L. Nype and Revenue Plus, LLC's Trial Brief

01/27/2015 **Certificate of Service**
Certificate of Service

02/09/2015 **Brief**
Defendant/Counterclaimants Russell L. Nype and Revenue Plus, LLC's Brief Regarding Securities Licensing Issues

03/26/2015 **Decision** (3:02 AM) (Judicial Officer Israel, Ronald J.)
Decision Bench Trial 10/13/14-1-26-15
Minutes
04/01/2015 Reset by Court to 03/26/2015

03/26/2015 Result: Decision Made

03/26/2015 **Findings of Fact, Conclusions of Law and Order**
Findings Of Fact, Conclusions Of Law And Decision

04/01/2015 **Notice of Attorney Lien**
Notice of Attorney Lien

04/10/2015 **Judgment**
Judgment

04/10/2015 **Notice of Entry of Decision and Order**
Notice of Entry of Findings of Fact, Conclusion of Law and Decision

04/10/2015 **Notice of Entry of Judgment**
Notice of Entry of Judgment

04/17/2015 **Memorandum of Costs and Disbursements**
Verified Memorandum of Costs and Disbursements

04/17/2015 **Motion to Extend**
Motion to Extend Time to File Supplemental Documentation Regarding Memorandum of Costs

04/17/2015 **Memorandum of Costs and Disbursements**
Amended Verified Memorandum of Costs and Disbursements

04/21/2015 **Recorders Transcript of Hearing**
Transcript of Proceedings Bench Trial Day 16 - 1/22/2015

04/22/2015 **Amended Certificate of Service**
Amended Certificate of Service for Motion to Extend Time to File Supplemental Documentation Regarding Memorandum of Costs

04/22/2015 **Amended Certificate of Service**
Amended Certificate of Service for Verified Memorandum of Costs and Disbursement



6 East 39th Street, Suite 700
New York, NY 10016
Tel: 212-465-0777
Fanny Trataros, Esq.
Director, National Division
E-mail: fanny@insigniabt.com

December 11, 2014

David Mitchell
Via Email: djm@mitchellholdings.com,

Re: Transfer of property located in Las Vegas Nevada from Leah Property, LLC to
Casino Coolidge, LLC

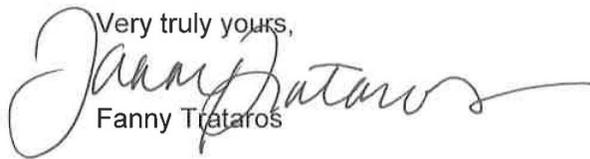
Dear Mr. Mitchell:

Enclosed herewith is a deed and title affidavit to be executed by you, in connection with
the above referenced property to Casino Coolidge, LLC.

Please have same executed and acknowledged and returned to me at the above
address. I will hold the deed in escrow and not deliver same at the closing, until you
have confirmed the receipt of \$250,000.00 which represents your portion of the
sales price, which will be wired into the following account.

David Mitchell
First Republic Bank
ABA # 321081669
Acct # 80000623513

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Fanny Trataros

Mitch0171727

60007-0001
Case No.: A-16

RA 008874



6 East 39th Street, Suite 700
New York, NY 10016
Tel: 212-465-0777
Fanny Trataros, Esq.
Director, National Division
E-mail: fanny@insigniabt.com

December 22, 2014

David Mitchell
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065

Re: Transfer of property by Leah Property, LLC to Casino Coolidge, LLC

Dear Mr. Mitchell:

This letter will confirm that I and this office will hold the Original Deed Executed by Mr. Mitchell in escrow until the following conditions have been met:

1. Confirmation of wire in the amount of \$250,000.00 was sent;
2. Fed Reference # of wire;
3. Receipt by you or your office of an executed copy of the Release of Guarantor for David J. Mitchell by VNB New York, LLC.;
4. Receipt by you or your office of an executed copy of the Consent of the Sole Member of Leah Property LLC executed by Barnet L. Liberman.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Fanny Trataros", is written over the typed name.

Fanny Trataros

60008-0001
Case No.: A-16

RA 008875



6 East 39th Street, Suite 700
New York, NY 10016
Tel: 212-465-0777
Fanny Trataros, Esq.
Director, National Division
E-mail: fanny@insigniabt.com

December 22, 2014

David Mitchell
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065

Re: Transfer of property by Leah Property, LLC to Casino Coolidge, LLC

Dear Mr. Mitchell:

This letter will confirm that I and this office will hold the Original Deed Executed by Mr. Mitchell in escrow until the following conditions have been met:

1. Confirmation of wire in the amount of \$250,000.00 was sent;
2. Fed Reference # of wire;
3. Receipt by you or your office of an executed copy of the Release of Guarantor for David J. Mitchell by VNB New York, LLC.;
4. Receipt by you or your office of an executed copy of the Consent of the Sole Member of Leah Property LLC executed by Barnet L. Liberman.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Fanny Trataros".

Fanny Trataros

60009-0001
Case No.: A-16

RA 008876

From: Fanny Trataros <Fanny@insigniabt.com>
Sent: Wednesday, December 24, 2014 1:06 PM EST
To: Doug Arnaudin <DArnaudin@mitchellholdings.com>
CC: David Mitchell <djm@mitchellholdings.com>
Subject: RE: transfer Leah Property, LLC to Casino coolidge, LLC
Attachment(s): "20141224130342.pdf"

Hello,

Please be advised that I am receipt of the funds and the attached original letter/document from the lender.

Please confirm that once you receive the funds the attached will be sufficient to authorize release of the deed I am holding in escrow.

Fanny

.: Fanny Trataros

.: VP, Senior Underwriting Counsel and

.: Director National Division



6 East 39th Street - Suite 700
New York, NY 10016

tel: (212) 465.0777
fax: (212) 465.0771
cell: (917) 558.7025
eml: Fanny@insigniabt.com
web: www.Insigniabt.com

From: Doug Amaudin [mailto:DArnaudin@mitchellholdings.com]
Sent: Tuesday, December 23, 2014 9:59 PM
To: <Fanny@insigniabt.com>
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Please confirm if we close tomorrow (Wednesday),

Thanks,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue,
New York, NY 10065

On Dec 22, 2014, at 11:17 AM, "Fanny Trataros" <Fanny@insigniabt.com> wrote:

Please see attached

From: Doug Amaudin [mailto:DArnaudin@mitchellholdings.com]
Sent: Monday, December 22, 2014 11:56 AM
To: <Fanny@insigniabt.com>
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Please address to David Mitchell,

Thanks Fanny,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue,
New York, NY 10065

On Dec 22, 2014, at 9:04 AM, "Fanny Trataros" <Fanny@insigniabt.com> wrote:

Please see attached letter and let me know if it is sufficient.

Mitch0160816
60010-0001
Case No.: A-16
RA 008877

Thank you,

Fanny

.: Fanny Trataros

.: VP, Senior Underwriting Counsel and

.: Director National Division

<image001.png>

6 East 39th Street - Suite 700
New York, NY 10016

<image002.png> tel: (212) 465.0777

<image003.png> fax: (212) 465.0771

<image002.png> cell: (917) 558.7025

<image004.png> eml: fanny@insigniabt.com

<image005.gif> web: www.Insigniabt.com

From: Doug Arnaudin [mailto:DArnaudin@mitchellholdings.com]

Sent: Monday, December 22, 2014 10:28 AM

To: <Fanny@insigniabt.com>

Cc: David Mitchell

Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Ok, we have scanned or hard copy,

Please send letter and I will have copy ready,

Thanks,

Doug Arnaudin

Mitchell Holdings LLC

801 Madison Avenue,

New York, NY 10065

On Dec 22, 2014, at 8:19 AM, "Fanny Trataros" <Fanny@insigniabt.com> wrote:

Please disregard this email, I just read the email from the lender's attorney.

Thank you,

Fanny

From: Fanny Trataros [mailto:Fanny@insigniabt.com]

Sent: Monday, December 22, 2014 10:18 AM

To: 'Doug Arnaudin'

Cc: 'David Mitchell'

Subject: RE: transfer Leah Property, LLC to Casino coolidge, LLC

Doug,

Please call me on this. I am drafting the letter now and realized that I do not have the 4th item.

As both parties are executing the deed and they are the sole members, I am not sure that this is required.

.: Fanny Trataros

.: VP, Senior Underwriting Counsel and

.: Director National Division

<image001.png>

6 East 39th Street - Suite 700
New York, NY 10016

<image002.png> tel: (212) 465.0777

<image003.png> fax: (212) 465.0771

Mitch0160817

60010-0002

Case No.: A-16

RA 008878

<image002.png>cell: (917) 558.7025
<image004.png> eml: fanny@insigniabt.com
<image005.gif> web: www.Insigniabnt.com

From: Doug Arnaudin [<mailto:DArnaudin@mitchellholdings.com>]
Sent: Friday, December 19, 2014 7:04 PM
To: Fanny Trataros; Fanny@insigniabt.com
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Also, please **INCLUDE:**

1. Confirmation of wire in full was sent
2. Fed Reference # of wire
3. VNB New York, LLC sends executed copy of the Release of Guarantor for David J. Mitchell
4. **Barnet L. Liberman sends executed copy of the "Consent of the Sole Member of Leah Property LLC"**

Thank you,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Doug Arnaudin <darnaudin@mitchellholdings.com>
Date: Friday, December 19, 2014 at 6:30 PM
To: Fanny Trataros <ftrataros@insignianationaltitleagency.com>, "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Would you be able to email a copy of the letter and I email back a copy of the Deed?

Or do you need original?

Thanks,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Fanny Trataros <ftrataros@insignianationaltitleagency.com>
Date: Friday, December 19, 2014 at 6:16 PM
To: Doug Arnaudin <darnaudin@mitchellholdings.com>, "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

I am so sorry i had to run out to a meeting. I can send it first thing monday. I could come by your office and pick up the deed as well if that works for you.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Doug Arnaudin
Date:12/19/2014 5:45 PM (GMT-05:00)
To: Fanny Trataros ,Fanny@insigniabt.com
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Mitch0160818
60010-0003
Case No.: A-16
RA 008879

Hi Fanny, would you be able to send letterhead before end of today?

Thanks,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Fanny Trataros <ftrataros@insignianationaltitleagency.com>
Date: Friday, December 19, 2014 at 5:22 PM
To: Doug Arnaudin <darnaudin@mitchellholdings.com>, "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Hopefully monday or tuesday of next week.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----
From: Doug Arnaudin
Date: 12/19/2014 4:59 PM (GMT-05:00)
To: Fanny@insigniabt.com
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Also, when is the date of closing?

Thanks,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Doug Arnaudin <darnaudin@mitchellholdings.com>
Date: Friday, December 19, 2014 at 4:37 PM
To: "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Thank you,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Fanny Trataros <Fanny@insigniabt.com>
Reply-To: "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Date: Friday, December 19, 2014 at 3:49 PM
To: Doug Arnaudin <darnaudin@mitchellholdings.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: RE: transfer Leah Property, LLC to Casino coolidge, LLC

Absolutely.....

Give me a few minutes as I am in the middle of a funding.

From: Doug Arnaudin [mailto:Darnaudin@mitchellholdings.com]
Sent: Friday, December 19, 2014 3:39 PM
To: Fanny@insigniabt.com
Cc: David Mitchell

Mitch0160819
60010-0004
Case No.: A-16
RA 008880

Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Would it be possible to confirm the below on your letterhead?

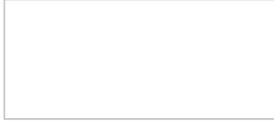
Thank you,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Fanny Trataros <Fanny@insigniabt.com>
Reply-To: "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Date: Friday, December 19, 2014 at 3:29 PM
To: Doug Arnaudin <darnaudin@mitchellholdings.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: RE: transfer Leah Property, LLC to Casino coolidge, LLC

Confirmed, The amount of the wire to be sent to David is \$250,000.00

.: Fanny Trataros
.: VP, Senior Underwriting Counsel and
.: Director National Division



6 East 39th Street - Suite 700
New York, NY 10016

tel: (212) 465.0777
 fax: (212) 465.0771
 cell: (917) 558.7025
 eml: fanny@insigniabt.com
 web: www.Insigniabt.com

From: Doug Arnaudin [mailto:DArnaudin@mitchellholdings.com]
Sent: Friday, December 19, 2014 3:27 PM
To: Fanny@insigniabt.com
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Hi Fanny, we are happy to send you the executed Deed but we need confirmation from you first:

Please confirm that you will not release the executed Deed until:

1. Confirmation of wire in full was sent
2. Fed Reference # of wire
3. VNB New York, LLC sends executed copy of the Release of Guarantor for David J. Mitchell

Thank you,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444

<20141222104517.pdf>

<20141222130259.pdf>

Mitch0160820
60010-0005
Case No.: A-16

RA 008881

VNB NEW YORK, LLC
ONE PENN PLAZA
SUITE 2930
NEW YORK, NEW YORK 10119

December __, 2014

David J. Mitchell
801 Madison Avenue, 4th Floor
New York, NY 10065

VNB New York, LLC with David J. Mitchell

Dear Mr. Mitchell:

Reference is made to that certain Guaranty (the "Guaranty") made by David J. Mitchell (the "Guarantor") to VNB New York, LLC, successor in interest to VNB New York Corp. ("VNB") for the obligations and liabilities of Leah Property, LLC (the "Borrower") to VNB dated as of March 12, 2008. A copy of the Guaranty is annexed hereto.

VNB hereby acknowledges, discharges and releases the Guarantor from any and all liability arising under the Guaranty. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Guaranty.

Very truly yours,

VNB New York, LLC

By: 
Peter L. Myette
Vice President

Mitch0160821

60010-0006

Case No.: A-16

RA 008882

GUARANTY

Date: March 12, 2008

In this guaranty, the word "Borrower" means Leah Property, LLC. The words "I, me and my" mean each and all of the individuals or business entities who sign below as Guarantor. The words "you and your" mean VNB New York Corp. and its successors and assigns.

GUARANTY: By signing this guaranty, I guarantee to you that every Obligation will be paid when it is due, no matter what may happen. This means that you can demand payment from me if (a) the Borrower or (b) any other person or entity who may now or in the future have any duties, debts or liabilities to you pursuant to any Obligation ("Obligor") fails to pay you in full for all of the Obligations.

OBLIGATIONS GUARANTEED: This guaranty covers every kind of debt. It covers credit you extend to the Borrower, obligations of the Borrower that you buy from others, interest on all the Borrower's debts to you, and all other obligations that the Borrower owes you. In this guaranty, all of these debts will be called the "Obligations".

CONTINUING EFFECT: This guaranty will continue to be in effect until you have received from me a written notice canceling the guaranty. A notice of cancellation will not affect my liability for any Obligations that are in existence at the time I give you a cancellation notice. The notice of cancellation must be addressed to you at the following address:

VNB New York Corp.
275 Madison Avenue
New York, New York 10016

EVENTS NOT AFFECTING THE GUARANTY: I agree that my liability under this guaranty will not be limited or cancelled because:

1. Any Obligation cannot be enforced against the Borrower or another Obligor;
2. You agree to any changes in the terms of any Obligation, such as extending the time for repayment or increasing the amount or interest rate;
3. You release any other Obligor from any or all of the Obligations;
4. You release, exchange or sell any collateral that any other Obligor has given you or you do not fully establish your security interest in any collateral;
5. A law, regulation or order of any public authority affects your rights under any of the Obligations; and/or
6. Anything else happens that may affect your rights against any other Obligor.

RIGHTS AND REMEDIES: If an Event of Default occurs, you can exercise all of your rights and remedies under, and in accordance with, this guaranty, and agreements, all other documents, notes affidavits and certificates executed in connection with any Obligation. I

Mitch0160822

60010-0007
Case No.: A-16

RA 008883

hereby waive all defenses based on suretyship, including, without limitation, all defenses discussed in Sections 39 through 44 of the American Law Institute's Restatement of the Law (Third), Suretyship and Guaranty (1995). You can delay enforcing any of your rights and remedies without losing them.

In addition to any rights and remedies herein contained, and notwithstanding anything herein contained to the contrary, to secure this Guaranty, the undersigned Guarantor hereby pledges, sets over, assigns and grants a security interest and right of set-off to Lender in every deposit account of the Guarantor with Lender or its affiliates, including, but not limited to, Valley National Bank, and in any other property, rights and instruments of the Guarantor which may be delivered or come into the possession, custody or control of Lender, or its affiliates, including, but not limited to, Valley National Bank, and such additional security interests which may be granted by the Guarantor to Lender in any separate agreement executed between the Guarantor and Lender. Guarantor consents to such affiliates (including, but not limited to, Valley National Bank) acting as secured party or otherwise enforcing Lender's rights and remedies referred to herein.

NOTICES: You do not have to notify me that you have accepted this guaranty. You do not have to notify me, the Borrower or any other Obligor that any Obligation has not been paid or that you wish me to make a payment under this guaranty.

FINANCIAL STATEMENTS: I agree to provide you with the following financial statements on an annual basis: (i) as soon as available and in any event within thirty (30) days of filing, signed copies of my federal income tax returns (including all schedules), (ii) at the time of delivery of the tax returns as set forth in sub-paragraph (i), a copy of my personal financial statement on the Lender's standard form or other form acceptable to the Lender, and (iii) such other documents and information as the Lender may reasonably request from time to time.

RESPONSIBILITY: I understand that I am responsible for the payment of the full amount of the Obligations, even if there are other Guarantors. You can demand payment from me without first (a) seeking payment from the Borrower or any other Obligor or (b) trying to collect from the Mortgaged Property or any other collateral.

VALIDITY: If any part of this guaranty is determined by a court to be invalid, the rest will remain in effect.

COLLECTION COSTS: If you sue me to collect this guaranty, I will pay you all of your reasonable, actual fees, costs, charges and expenses, including legal fees, which are allowed by law.

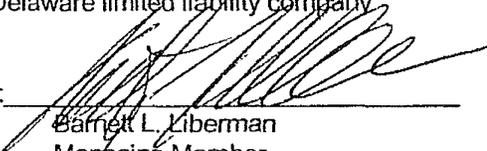
LAW: This guaranty will be governed by the law of the State of New York.

HEIRS: This guaranty will bind my heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, parties hereto has executed this Guaranty the day and year first above written.

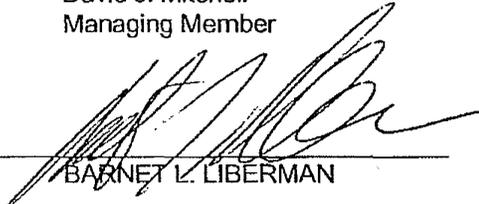
LAS VEGAS LAND PARTNERS LLO
a Delaware limited liability company

By: _____


Barnett L. Liberman
Managing Member

By: _____

David J. Mitchell
Managing Member


BARNETT L. LIBERMAN

DAVID J. MITCHELL

Mitch0160824

60010-0009

Case No.: A-16

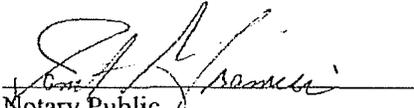
RA 008885

STATE OF NEW YORK:

ss:

COUNTY OF NEW YORK:

On the 10 day of March in the year 2008, before me, the undersigned, 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 persons upon behalf of which the individual acted, executed the instrument.


Notary Public

JANET GRONIERI
Notary Public, State of New York
No. 31-4501747
Qualified in New York County
Commission Expires May 31, 2011

STATE OF NEW YORK:

ss:

COUNTY OF NEW YORK:

On the ___ day of March in the year 2008, before me, the undersigned, personally appeared David J. Mitchell, 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 persons upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, parties hereto has executed this Guaranty the day and year first above written.

LAS VEGAS LAND PARTNERS LLC
a Delaware limited liability company

By: _____
Barnett L. Liberman
Managing Member



By: _____
David J. Mitchell
Managing Member

BARNET L. LIBERMAN


DAVID J. MITCHELL

STATE OF NEW YORK:

ss:

COUNTY OF NEW YORK:

On the ___ day of March in the year 2008, before me, the undersigned, 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 persons upon behalf of which the individual acted, executed the instrument.

Notary Public

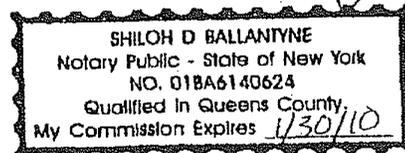
STATE OF NEW YORK:

ss:

COUNTY OF NEW YORK:

On the 7 day of March in the year 2008, before me, the undersigned, personally appeared David J. Mitchell, 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 persons upon behalf of which the individual acted, executed the instrument.


Notary Public



From: Fanny Trataros <Fanny@insigniabt.com>
Sent: Wednesday, December 24, 2014 1:06 PM EST
To: Doug Arnaudin <DArnaudin@mitchellholdings.com>
CC: David Mitchell <djm@mitchellholdings.com>
Subject: RE: transfer Leah Property, LLC to Casino coolidge, LLC
Attachment(s): "20141224130342.pdf"

Hello,

Please be advised that I am receipt of the funds and the attached original letter/document from the lender.

Please confirm that once you receive the funds the attached will be sufficient to authorize release of the deed I am holding in escrow.

Fanny

.: Fanny Trataros

.: VP, Senior Underwriting Counsel and

.: Director National Division



6 East 39th Street - Suite 700
New York, NY 10016

tel: (212) 465.0777
fax: (212) 465.0771
cell: (917) 558.7025
eml: Fanny@insigniabt.com
web: www.Insigniabt.com

From: Doug Amaudin [mailto:DArnaudin@mitchellholdings.com]
Sent: Tuesday, December 23, 2014 9:59 PM
To: <Fanny@insigniabt.com>
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Please confirm if we close tomorrow (Wednesday),

Thanks,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue,
New York, NY 10065

On Dec 22, 2014, at 11:17 AM, "Fanny Trataros" <Fanny@insigniabt.com> wrote:

Please see attached

From: Doug Amaudin [mailto:DArnaudin@mitchellholdings.com]
Sent: Monday, December 22, 2014 11:56 AM
To: <Fanny@insigniabt.com>
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Please address to David Mitchell,

Thanks Fanny,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue,
New York, NY 10065

On Dec 22, 2014, at 9:04 AM, "Fanny Trataros" <Fanny@insigniabt.com> wrote:

Please see attached letter and let me know if it is sufficient.

Mitch0171707
60011-0001
Case No.: A-16
RA 008889

Thank you,

Fanny

.: Fanny Trataros

.: VP, Senior Underwriting Counsel and

.: Director National Division

<image001.png>

6 East 39th Street - Suite 700
New York, NY 10016

<image002.png> tel: (212) 465.0777

<image003.png> fax: (212) 465.0771

<image002.png> cell: (917) 558.7025

<image004.png> eml: fanny@insigniabt.com

<image005.gif> web: www.Insigniabt.com

From: Doug Arnaudin [mailto:DArnaudin@mitchellholdings.com]

Sent: Monday, December 22, 2014 10:28 AM

To: <Fanny@insigniabt.com>

Cc: David Mitchell

Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Ok, we have scanned or hard copy,

Please send letter and I will have copy ready,

Thanks,

Doug Arnaudin

Mitchell Holdings LLC

801 Madison Avenue,

New York, NY 10065

On Dec 22, 2014, at 8:19 AM, "Fanny Trataros" <Fanny@insigniabt.com> wrote:

Please disregard this email, I just read the email from the lender's attorney.

Thank you,

Fanny

From: Fanny Trataros [mailto:Fanny@insigniabt.com]

Sent: Monday, December 22, 2014 10:18 AM

To: 'Doug Arnaudin'

Cc: 'David Mitchell'

Subject: RE: transfer Leah Property, LLC to Casino coolidge, LLC

Doug,

Please call me on this. I am drafting the letter now and realized that I do not have the 4th item.

As both parties are executing the deed and they are the sole members, I am not sure that this is required.

.: Fanny Trataros

.: VP, Senior Underwriting Counsel and

.: Director National Division

<image001.png>

6 East 39th Street - Suite 700
New York, NY 10016

<image002.png> tel: (212) 465.0777

<image003.png> fax: (212) 465.0771

Mitch0171708

60011-0002

Case No.: A-16

RA 008890

<image002.png> cell: (917) 558.7025
<image004.png> eml: fanny@insigniabt.com
<image005.gif> web: www.insigniabt.com

From: Doug Arnaudin [<mailto:DArnaudin@mitchellholdings.com>]
Sent: Friday, December 19, 2014 7:04 PM
To: Fanny Trataros; Fanny@insigniabt.com
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Also, please **INCLUDE:**

1. Confirmation of wire in full was sent
2. Fed Reference # of wire
3. VNB New York, LLC sends executed copy of the Release of Guarantor for David J. Mitchell
4. **Barnet L. Liberman sends executed copy of the "Consent of the Sole Member of Leah Property LLC"**

Thank you,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Doug Arnaudin <darnaudin@mitchellholdings.com>
Date: Friday, December 19, 2014 at 6:30 PM
To: Fanny Trataros <ftrataros@insignianationaltitleagency.com>, "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Would you be able to email a copy of the letter and I email back a copy of the Deed?

Or do you need original?

Thanks,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Fanny Trataros <ftrataros@insignianationaltitleagency.com>
Date: Friday, December 19, 2014 at 6:16 PM
To: Doug Arnaudin <darnaudin@mitchellholdings.com>, "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

I am so sorry i had to run out to a meeting. I can send it first thing monday. I could come by your office and pick up the deed as well if that works for you.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Doug Arnaudin
Date: 12/19/2014 5:45 PM (GMT-05:00)
To: Fanny Trataros, Fanny@insigniabt.com
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Mitch0171709
60011-0003
Case No.: A-16
RA 008891

Hi Fanny, would you be able to send letterhead before end of today?

Thanks,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Fanny Trataros <ftrataros@insignianationaltitleagency.com>
Date: Friday, December 19, 2014 at 5:22 PM
To: Doug Arnaudin <darnaudin@mitchellholdings.com>, "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Hopefully monday or tuesday of next week.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----
From: Doug Arnaudin
Date: 12/19/2014 4:59 PM (GMT-05:00)
To: Fanny@insigniabt.com
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Also, when is the date of closing?

Thanks,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Doug Arnaudin <darnaudin@mitchellholdings.com>
Date: Friday, December 19, 2014 at 4:37 PM
To: "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Thank you,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Fanny Trataros <Fanny@insigniabt.com>
Reply-To: "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Date: Friday, December 19, 2014 at 3:49 PM
To: Doug Arnaudin <darnaudin@mitchellholdings.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: RE: transfer Leah Property, LLC to Casino coolidge, LLC

Absolutely.....

Give me a few minutes as I am in the middle of a funding.

From: Doug Arnaudin [mailto:Darnaudin@mitchellholdings.com]
Sent: Friday, December 19, 2014 3:39 PM
To: Fanny@insigniabt.com
Cc: David Mitchell

Mitch0171710
60011-0004
Case No.: A-16
RA 008892

Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Would it be possible to confirm the below on your letterhead?

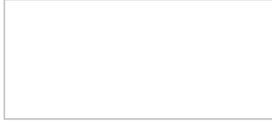
Thank you,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

From: Fanny Trataros <Fanny@insigniabt.com>
Reply-To: "Fanny@insigniabt.com" <Fanny@insigniabt.com>
Date: Friday, December 19, 2014 at 3:29 PM
To: Doug Arnaudin <darnaudin@mitchellholdings.com>
Cc: David Mitchell <djm@mitchellholdings.com>
Subject: RE: transfer Leah Property, LLC to Casino coolidge, LLC

Confirmed, The amount of the wire to be sent to David is \$250,000.00

.: Fanny Trataros
.: VP, Senior Underwriting Counsel and
.: Director National Division



6 East 39th Street - Suite 700
New York, NY 10016

tel: (212) 465.0777
 fax: (212) 465.0771
 cell: (917) 558.7025
 eml: fanny@insigniabt.com
 web: www.Insigniabt.com

From: Doug Arnaudin [mailto:DArnaudin@mitchellholdings.com]
Sent: Friday, December 19, 2014 3:27 PM
To: Fanny@insigniabt.com
Cc: David Mitchell
Subject: Re: transfer Leah Property, LLC to Casino coolidge, LLC

Hi Fanny, we are happy to send you the executed Deed but we need confirmation from you first:

Please confirm that you will not release the executed Deed until:

1. Confirmation of wire in full was sent
2. Fed Reference # of wire
3. VNB New York, LLC sends executed copy of the Release of Guarantor for David J. Mitchell

Thank you,

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(212) 486-4444

<20141222104517.pdf>

<20141222130259.pdf>

Mitch0171711
60011-0005
Case No.: A-16

RA 008893

From: Doug Arnaudin <DArnaudin@mitchellholdings.com>
Sent: Wednesday, November 16, 2016 8:06 AM EST
To: David Mitchell <djm@mitchellholdings.com>
Subject: Re: Parcel PQ
Attachment(s): "LiveWork, LLC.pdf", "Las Vegas Land Partners LLC.pdf", "LiveWork Org Chart (general).pdf"

Attached – still searching for LiveWork Manager.

Doug Arnaudin
Mitchell Holdings LLC
801 Madison Avenue, 4th Floor
New York, NY 10065
(646) 768-4263 (direct)
(212) 486-4444 (o)
(212) 320-0474 (f)
Darnaudin@mitchellholdings.com

745 Fifth Avenue, 5th Floor (mailing address)
New York, NY 10151

This e-mail message is subject to the Electronics Communications Privacy Act, 18 U.S.C. §§ 2510-2521, and the information contained in this e-mail is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is strictly prohibited. If you have received this communication in error, please immediately notify me and delete the original message.

Mitchell Holdings® is a service mark used by a group of limited liability companies and partnerships. Mitchell Holdings® properties are being developed by single purpose companies, which are solely responsible for their development, obligations and liabilities. Photography may not represent amenities and conditions at all properties. Amenities, features, and concierge services may vary at each individual Mitchell Holdings® property and are subject to change without notice. Certain services and amenities may have fees associated with them. We are pledged to the letter and spirit of U.S. policy for the achievement of Equal Housing Opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

This correspondence is not intended to, nor shall it be deemed to, constitute an agreement on behalf of Mitchell Holdings®, or any of its affiliates for payment of any finder fees, commissions, or any compensation of any kind.

From: David Mitchell
Date: Wednesday, November 16, 2016 at 6:19 AM
To: Douglas Arnaudin
Subject: Fwd: Parcel PQ

Do you have this easy

.....
DAVID MITCHELL
.....
Mitchell Holdings LLC
801 Madison Avenue
New York NY 10065
USA
1212-486-4444
djm@mitchellholdings.com

Begin forwarded message:

From: David Mitchell <djm@mitchellholdings.com>
Date: November 16, 2016 at 4:49:27 AM EST
To: Matt Danow <mdanow@katskykorins.com>
Subject: Fwd: Parcel PQ

Can you help me get these

.....
DAVID MITCHELL
.....
Mitchell Holdings LLC
801 Madison Avenue
New York NY 10065
USA
1212-486-4444
djm@mitchellholdings.com

Begin forwarded message:

From: Barnet Liberman <barnetlib1@gmail.com>
Date: November 16, 2016 at 1:49:22 AM EST
To: David Mitchell <djm@mitchellholdings.com>
Subject: Fwd: Parcel PQ

----- Forwarded message -----
From: "Louttit, Eric" <EricLouttit@forestcity.net>
Date: Nov 15, 2016 6:10 PM
Subject: Parcel PQ
To: "Barnet Liberman (barnetlib1@gmail.com)" <barnetlib1@gmail.com>
Cc:

Mitch0162709
60012-0001
Case No.: A-16
RA 008894

Barnet,

Hope that you are doing well. We are in the process of selling Parcel PQ in Symphony Park in Las Vegas. In connection with the sale we ran a title report and a lien in the amount of \$2,608,797.50 showed up on title. The lien is in favor of Russell Nype and Revenue Plus, LLC pursuant to a judgment in favor of Nype against Las Vegas Land Partners, LLC. We are working with the title company to get the lien removed from title, and the title company has stated the following:

[Our underwriting guidelines require research for all entities in title and their related underlying entities.](#)

-

[It appears as though Las Vegas Land Partners LLC is an underlying entity to Livework Manager, LLC which is an underlying entity to Livework LLC which is an underlying entity to PQ Las Vegas, LLC.](#)

-

[We may be able to remove the Judgment but need a copy of the entity documents, which would be required for review for title insurance anyway, to submit to underwriting for their review.](#)

-

They are requiring further entity documents to review for the below entities. Can these be forwarded? Is their understanding of the entity organization correct?

[Las Vegas Land Partners LLC](#)

[Livework Manager, LLC](#)

[Livework LLC](#)

I'm hoping that you can send these documents to me so that we can get this lien released. If you recall, the original LLC agreement stated that you and David would indemnify FC for any obligations associated with claims from Nype.

Thanks for your help.

Eric J. Louttit
Senior Vice President
Forest City Commercial Development
Terminal Tower
50 Public Square, Suite 1000-B
Cleveland, OH 44113
Phone: [216-416-3740](tel:216-416-3740)
Cell: [216-233-4927](tel:216-233-4927)
Fax: [216-479-2446](tel:216-479-2446)
E-mail: ericlouttit@forestcity.net

Nothing contained in this email shall be deemed to constitute or form the basis of an offer, acceptance, counteroffer, contract, agreement or other binding obligation and any of the foregoing may only exist with the express written agreement of the sender in a separate written agreement.

Mitch0162710
60012-0002
Case No.: A-16

RA 008895

EXHIBIT A

Certificate of Formation

272453-1-W

Mitch0162711

60012-0003

Case No.: A-16

RA 008896

Delaware

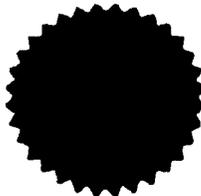
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "LAS VEGAS LAND PARTNERS LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF AUGUST, A.D. 2004, AT 12:46 O'CLOCK P.M.

3843407 8100

040600796



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3299861

DATE: 08-17-04

Mitch0162712

60012-0004

Case No.: A-16

RA 008897

STATE OF DELAWARE
CERTIFICATE OF FORMATION

OF

LAS VEGAS LAND PARTNERS LLC

FIRST: The name of the limited liability company is Las Vegas Land Partners LLC.

SECOND: The address of its registered office in the State of Delaware is Corporation Services Corporation, 2711 Centerville Road, Suite 400 Wilmington, Delaware, 19808. The name of its registered agent at such address is The Corporation Service Corporation

THIRD: The limited liability company is to be managed by one or more members.

FOURTH: This Certificate shall be effective on the date of filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Las Vegas Land Partners LLC this 16th day of August, 2004.

/s/ George N. Stavis
George N. Stavis
Organizer
Esam Katsky Korins & Siger, LLP
605 Third Avenue
New York, New York 10158

23117-1-W

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:54 PM 08/17/20
FILED 12:46 PM 08/17/2004
SRV 040600796 - 3843467 FII

Mitch0162713

60012-0005

Case No.: A-16

RA 008898

EXHIBIT B

Operating Agreement

272453-1-W

Mitch0162714

60012-0006

Case No.: A-16

RA 008899

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
LAS VEGAS LAND PARTNERS LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement"), of LAS VEGAS LAND PARTNERS LLC (the "Company"), dated as of December 15, 2004, is entered into by BARNET L. LIBERMAN ("Liberman"), DAVID J. MITCHELL ("Mitchell"), and any other Person (as hereafter defined) who is admitted as a Member of the Company from time to time in accordance with the terms of this Agreement.

WHEREAS, the parties to this Agreement previously entered into that certain Operating Agreement of the Company, dated as of August 17, 2004 (the "Original Agreement"); and

WHEREAS, the parties to this Agreement desire to make certain changes in the Original Agreement;

NOW, THEREFORE, the parties hereby completely amend and restate the Original Agreement and agree as follows:

Certain Defined Terms.

Affiliate: When used with reference to any Person, (i) any Person that, directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, the specified Person (the term "control" for this purpose, shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, independently to select the managing partner of a partnership or the managers of a limited liability company, or otherwise to have the power independently to remove and then select a majority of those Persons exercising governing authority over an entity, and control shall be conclusively presumed in the case of the direct or indirect ownership of fifty (50%) percent or more of the equity interests); (ii) in the case of a Person that is an entity, a Principal of that Person, and (iii) in the case of a natural person, such Person's Family Members.

Assignee: A Person who has been assigned any Economic Rights in accordance with this Agreement and who has not been admitted as a Member of the Company.

Contracts: Those certain purchase and sale contracts for the purchase of real estate as described in greater detail in Schedule A attached hereto.

Economic Rights: The rights to receive distributions and allocations of profits and losses, or items of income, gain, loss and expense, as provided in this Agreement.

Family Member: The parents, spouse, children (including natural and adopted children and stepchildren), grandchildren and descendants of the designated natural person and the spouse of any such child, grandchild or other descendant.

Managing Members: Liberman and Mitchell or the successor in interest to Liberman's or Mitchell's rights to manage the Company under this Agreement, as permitted or effected pursuant to this Agreement.

Members: Liberman, Mitchell, any permitted successor or assign thereof who is admitted as a Member in accordance with Section 8 hereof, and any other Person who is admitted as a Member in accordance with this Agreement.

Permitted Transferee: As to any Member or Assignee,

(i) any Family Member of that Member or Assignee;

(ii) the executor, administrator, trustee or personal representative who succeeds to such Member's (or Assignee's) estate as a result of the Member's (or Assignee's) death and any transferee of such Member's (or Assignee's) Membership Interest or economic rights, as the case may be, from such Person;

(iii) a trust, guardianship or custodianship for the primary benefit of the any individuals described in (i) or (ii) or of the Member or Assignee and any such persons; and

(iv) any corporation, partnership, limited liability company or other business organization controlled by, and substantially all of the interests in which are owned directly or indirectly by, one or more individuals or entities described in (i), (ii), or (iii) above or by the Member or Assignee and one or more individuals or entities described in (i), (ii) or (iii) above; provided that with respect to an entity described in this clause (iv), the owners of substantially all of the interests therein execute an instrument reasonably satisfactory to the Members restricting transferability of the interests in such entity so that such interests may not be transferred to Persons other than Permitted Transferees.

Person: An individual, corporation, trust, association, unincorporated association, estate, partnership, joint venture, limited liability company or other legal entity, including a governmental entity.

Principal: A shareholder, partner, member, or other equity owner of an entity or, in the case of a trust, the grantor or any beneficiary of such trust.

Transfer: Any sale, assignment, pledge or grant of a security interest in, grant of an option to acquire, or other transfer.

Unreturned Capital: With respect to each Member, as of any date, an amount (but not less than zero) equal to the excess of (i) the aggregate amount of such Member's

capital contributions before such date, over (ii) the aggregate amount of cash heretofore distributed to such Member pursuant to Section 5(a)(ii).

1. **Formation.** The Company was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act (as the same may be amended from time to time, the "Act"), by the filing of Articles of Organization with the Secretary of State of Delaware on August 17, 2004

2. **Purposes.** The purposes of the Company are to (a) acquire real estate in the greater Las Vegas, Nevada metropolitan area or options to acquire real estate, (b) hold for speculation to realize appreciation in value, (c) develop for various residential and commercial uses, including demolition of any existing improvements upon any of the properties, building residential units, office space and retail/restaurant space and various other commercial, recreation and open spaces, (d) sell, lease, maintain, manage, operate and otherwise dispose of and deal with any and all such properties or contracts to acquire such properties, (e) finance and refinance any and all of such activities and mortgage or otherwise encumber any of the properties in connection therewith, and (f) engage in any and all other activities and transactions permitted to a limited liability company under the Act.

3. **Contributions; Loans; Guarantees; Additional Members.**

(a) **Initial Capital Contributions.** As of the date of the Original Agreement, the parties contributed the amounts set forth on Exhibit A hereto. As of the date of this Agreement, the Members have contributed the property and/or cash identified in Exhibit A-1 attached hereto (the "Initial Contributions").

(b) **Additional Capital Contributions.** The Managing Members, acting by unanimous consent, may call for additional capital in excess of the Initial Contribution from all Members at any time on as needed basis by delivering a written notice thereof to the other Members specifying the amount of the call, each Member's pro rata share thereof (based on the Members' Percentage Interests), and specifying the purposes for which the capital is needed in reasonable detail (a "Capital Call"). Any contributions made pursuant to Capital Calls shall be made within 10 business days after the Managing Member issuing the call delivers a written demand to the other Members that an additional contribution be made pursuant to this Section 3(b). The Managing Members may permit contributions of property to be made to the Company. Any contribution of property shall be valued at its fair market value at the time of contribution, as agreed to by the contributing Member and the Managing Members. Additional contributions made by the Members shall be reflected on an amendment to Exhibit A, indicating the effective date of the contribution, and successively designated A-1, A-2, etc.

(c) **Default on Additional Capital Contributions.** To the extent that any Member (a "Defaulting Member") shall fail to contribute all or any portion of his share of any capital required pursuant to Section 3(b) within 10 business days after the date due (a "Defaulted Contribution"), the Members who have contributed all of their portion of the capital ("Non-Defaulting Members") shall have the right to take any or all of the following actions, or any combination thereof: (i) cause the Company to bring suit to enforce the Defaulting Member's

obligation under Section 3(b), or (ii) make a "Default Loan" as provided in this Section 3(c). The Non-Defaulting Members shall have the right, but not the obligation, to contribute all or any portion of the amount of the Defaulted Contribution to the Company on behalf of the Defaulting Member and such transaction shall be treated as a loan from the Non-Defaulting Member to the Defaulting Member ("Default Loan"), who shall be deemed to have contributed the funds to the Company as a capital contribution. The Non-Defaulting Members shall have the right to each make the portion of the Default Loan in proportion to their relative Percentage Interests, but may make the loan in any other proportions that they agree upon. Default Loans shall be evidenced by a written note ("Default Loan Note"), shall bear interest at the rate of 6 percent over the prime rate then being charged by JP Morgan Chase Bank (New York) per annum, and shall be payable only out of the available cash flow of the Company otherwise distributable or payable by the Company to the Defaulting Member under this Agreement, provided, that the Defaulting Member shall be personally liable to the Non-Defaulting Members who advanced such funds for extent any amount that remains due and payable following liquidation of the Company. The Default Loan Note shall not be secured, and may be prepaid at any time by the Defaulting Member out of its personal funds. The Default Loan Note shall be signed by the Defaulting Member or by his attorney-in-fact. Each Member who executes this Agreement thereby grants an irrevocable power of attorney, coupled with an interest, to each other Member authorizing each other Member to execute and deliver, on his behalf, any Default Loan Note evidencing a Default Loan made by such other Member to him or it pursuant to this Section 3(c). Such power of attorney shall terminate only upon earlier of the complete liquidation of the Company or the complete withdrawal of the granting Member from the Company. Notwithstanding anything in this Agreement to the contrary, the Company shall pay or distribute any and all payments or distributions that it is required to make under or in accordance with this Agreement or any contractual arrangement with the Defaulting Member directly to the Member who made the Default Loan on behalf of the Defaulting Member until such loans are repaid in full, and for all purposes of this Agreement such distributions or payments shall be treated as having been made by the Company to the Defaulting Member and the Defaulting Member shall be deemed to have immediately transferred such distributions or payments to the Member who made the Default Loan as a payment thereon. Any transferee or assignee of all or any portion of a Defaulting Member's Membership Interest shall be subject *pari passu* to the obligation to repay Default Loans made to such Defaulting Member, until such loan is repaid in full as provided in this Section 3(c); provided, however, that the transferring Member shall remain primarily liable for repayment of such loan unless specifically released, in writing, by the Non-Defaulting Members in their sole and absolute discretion.

(d) No Other Capital Contribution Obligations. Except as expressly provided in this Agreement, a Member shall have no obligation to contribute capital to the Company.

(e) Loans. The Company shall not borrow money from third party lenders, from a Member or an Affiliate of a Member except on terms and conditions approved by the Managing Members. In the event that a Member or an Affiliate a Member provides any financing to the Company, the Members agree that the Company and the Members shall waive and shall be deemed to have waived:

- (i) any right to seek to have any such loan characterized as a capital contribution as opposed to a loan; and
- (ii) any claim, or defense in any action or proceeding seeking to enforce the note and any mortgage or security interest in Company assets related to the financing, that:
 - (A) enforcement of the mortgage or security interest constitutes a breach of fiduciary duty by the Member affiliated with the holder of the mortgage or security interest;
 - (B) the mortgage or security interest cannot be enforced by reason of the mismanagement of the Company by the Member affiliated with the holder of the mortgage or security interest;
 - (C) the mortgage or security interest is subordinate to the rights, claims or interests of the other Members; or
 - (D) the mortgage or security interest is invalid by reason of a merger of interests between the Company and the Affiliated lender.

(f) Admission of New Members. The Company shall not admit new Members or issue any additional membership interests in the Company to any other Person except upon terms and conditions which are approved by the Managing Members. The provisions of this Section 3(f) do not apply to admissions of transferees of all or any portion of membership interests as Members pursuant to Section 8 hereof.

(g) Percentage Interests; Contributions Reflected on Exhibit A. The "Percentage Interests" of Liberman and Mitchell are 50% each, and shall be set forth on Exhibit A hereto, and reflected in any amendments to that exhibit made from time to time. The initial capital contributions of such Members are reflected on Exhibit A hereto. Additional contributions and contributions made by new Members (if any) shall be reflected from time to time in an amendment to Exhibit A, designated successively as Exhibits A-1, A-2, and the like, specifying the date of the amendment and reflecting total capital contributions by all of the Members to such date.

(h) No Preemptive Rights. No Member shall have any preemptive rights to acquire an additional interest in the Company, and the Managing Members, in seeking additional capital or loans, shall have no obligation to offer the opportunity to any other Member or Affiliate or to all other Members, even if seeking additional capital or loans from any Member or Affiliate of any Member.

(i) No Interest on Capital; No Right to Demand Return of Capital. No Member shall receive any interest on any capital contribution to the Company. The preceding

limitation shall not be construed to prohibit interest on Default Loans as provided in Section 3(c). No Member shall have the right to demand a return of his contributions or the right to demand to receive property other than cash for his membership interest.

4. **Allocations.** Profits and losses shall be allocated as provided in Exhibit B hereto.

5. **Distributions.**

(a) **Manner of Distributions.** Except as provided in Section 10 (relating to distributions following a dissolution of the Company), all distributions of cash shall be made in such amounts and at such times as the Managing Members shall determine. When made, except as provided in Section 10, all distributions to the Members shall be made as follows:

(i) First, to the Members, pro rata, in proportion to the outstanding balances of their respective Unreturned Capital, until the Unreturned Capital of all the Members is reduced to zero; and

(ii) Thereafter, to the Members in accordance with their Percentage Interests.

(b) **Permitted Advances of Distributions.** No Member may make draws upon his right to distributions from the Company and the Company shall not make advances or loans to any Member, except upon the approval of both of the Managing Members, in their sole and absolute discretion. However, notwithstanding the foregoing, during each calendar year, the Managing Members may, in their sole discretion, advance funds to the Members out of amounts expected to be distributed to them pursuant to Section 5(a) for or with respect to such calendar year, at such times and in such amounts as individual Members require funds in order to pay estimated taxes. Such distributions shall be treated as advances recoverable from future distributions from the Company and, to the extent such advances to a Member exceed the distributions to which the Member is entitled under Section 5(a) for the calendar year and have not been recovered from any other distributions, such advances shall be repaid by the Member to the Company within 105 days after the end of the calendar year.

(c) **Withholding Taxes.** In the event that the Company is required to deposit or pay any tax on behalf of a Member with respect to the taxable income of the Company allocable to such Member for any calendar year, such deposit or payment shall be treated as an advance recoverable from future distributions of cash to the Member. To the extent that such advances to a Member for a calendar year exceed the cash distributable to the Member for such year, and have not been recovered from any other distributions of cash, such advances shall be repaid by the Member to the Company within 105 days of the end of the calendar year.

6. **Management.**

(a) **General.** Except as otherwise expressly provided in this Agreement, the full powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed solely under the direction of, the Managing Members

acting by unanimous consent unless otherwise specified in this Agreement or unless and except to the extent otherwise authorized by them, in writing, pursuant to a written resolution or other written instrument executed by the Managing Members. Except as otherwise expressly provided in this Agreement, no approval or consent of any Member other than the Managing Members shall be required to make or implement any decisions affecting the Company, its assets or affairs, unless the Act specifically requires approval by the Members for any Managing Member's act and such requirement is not waivable under the Act. No Members other than the Managing Members shall execute agreements, contracts, deeds or other instruments or otherwise represent or act as an agent of or for the Company or have power to bind the Company, but all such representation of the Company and acts binding the Company shall be effected solely by the Managing Members except as otherwise expressly provided in this Agreement. The Managing Members may from time to time appoint and/or hire one or more persons (including but not limited to one of them) to act as officers of the Company or otherwise to manage the Company's day-to-day affairs, who shall have such titles, management powers and responsibilities as the Managing Members shall designate and determine, subject, however, to the management oversight of the Managing Members, and may designate such persons as "President," "Vice-President," "Secretary" or "Treasurer" or similar titles as customarily applicable with respect to their assigned duties. Persons appointed and/or hired or employed as such executive officers shall have the power, duties and responsibilities customarily attaching to their titular positions, or as otherwise specified or directed by the Managing Members. The Managing Members shall determine the terms and conditions of any such employment, subject, however, to Section 6(c) hereof.

(b) Compensation and Reimbursement of Members. No Member shall be paid or receive any fees, salaries or other compensation for the performance of its management responsibilities under this Agreement or be reimbursed for any personnel or overhead costs. A Managing Member shall be promptly reimbursed for any out-of-pocket expenses it pays or incurs to unrelated third parties in connection with the performance of its responsibilities under this Agreement if and to the extent such expenses are approved by the other Managing Member in its sole but reasonable discretion (which approval may be sought, given or obtained either before or after the expenses are paid or incurred. The Managing Member paying or incurring such expenses shall deliver copies of invoices or other written evidence of the charges to the Company. Each Managing Members shall act promptly in considering and responding to any request by the other Managing Member for reimbursement of expenses made hereunder.

(c) Dealing with Affiliates. When and to the extent otherwise applicable by their terms, the Managing Members may employ a Member, an Affiliate of a Member (including an Affiliate of itself), or a Principal of an Affiliate to render or perform a service for the Company or contract to buy property from, or sell property to, any such Member, Affiliate or Principal, or otherwise deal with any such Member, Affiliate or Principal, including but not limited to obtaining capital contributions or loans therefrom; provided, however, that any such transaction shall be on terms that are fair and equitable to the Company and no less favorable to the Company than the terms, if any, available from similarly qualified unrelated Persons.

(d) Books and Records. The Managing Members shall keep true and correct books of account with respect to the operations of the Company at such place(s) as they shall

determine. Any Member shall have the right to examine, or have its duly authorized representatives examine, the books and records of the Company at any reasonable time on at least two business days' advance notice.

(e) Banking. All funds of the Company shall be deposited in the Company's name at such banks or other financial institution and in such account or accounts in the name of the Company as the Managing Members shall designate. The funds in all Company accounts shall be used solely for the business of the Company. Withdrawals from, or checks drawn upon, such accounts shall require the signature of such person or persons as are designated by the Managing Members from time to time. Company bank statements will be sent directly to the Managing Members, but copies will be provided to any other Member upon request.

(f) Reports; No Annual Meeting Required. The Managing Members shall prepare and distribute to the Members annual compiled and quarterly compiled financial statements of the Company. The Company may, but is under no obligation to, hold any annual meeting of Members.

(g) Time; Other Interests. Each Managing Member shall devote such time as is appropriate to fulfill its responsibilities hereunder, and no Managing Member shall be required to devote all of its business time and energies to the Company. Each Member may engage in other business, charitable or civic activities, for compensation or otherwise, and may engage or hold interests in other business ventures of every kind and for his own account, regardless of whether it has an interest in or acts as a manager or consultant for business ventures that are in competition with the business of the Company, and no Member shall have any obligation to offer any business opportunities to the Company or any other Member, regardless of whether or not they compete with the business of the Company.

(h) Limitations on Power of All Members. Except as expressly set forth in this Agreement, no Member shall, directly or indirectly, in his capacity as a Member, (i) withdraw from the Company or require the Company to purchase his membership interest, (ii) dissolve, terminate or liquidate the Company, (iii) petition a court for the dissolution, termination or liquidation of the Company, or (iv) cause any property of the Company to be subject to the authority of any court, trustee or receiver (including suits for partition and bankruptcy, insolvency and similar proceedings).

(j) Confidentiality; Press Releases. Each Member agrees that at all times (including after the disassociation of the Member with the Company), the Member will keep the terms of this Agreement and the activities and plans of the Company, including but not limited to purchase plans, the terms of property purchase agreements, rezoning and development plans, the terms of financing or construction or other contracts, the financial condition of the Company, and any information it obtains about any the other Members, in strict confidence, and not disclose such information to any Person. The foregoing obligation shall not apply to any information (i) which has become publicly known and made generally available through no wrongful act of the Member or of others who were under confidentiality obligations as to the item or items involved, or (ii) the Member can demonstrate was known to him prior to his association as a member of the Company, or (iii) was received by the Member from a third party not affiliated with the

Company without any violation of any obligation of confidentiality and without confidentiality restrictions, or (iv) which the Member is required to provide by law or judicial process, provided, however, that the Member shall advise the Company of his obligation to provide the information promptly upon obtaining notice of the request or order for such information and provide the Company a reasonable amount of time to respond to the request before disclosing such information. Notwithstanding the foregoing, the Managing Members may disclose any and all information concerning the Company's properties and contracts, the Company and its activities and affairs to prospective investors, lenders and purchasers and their respective attorneys and consultants. No Member shall issue any press release or announcement, or make any statement to the press about any of the Company's properties, the Company, or the Company's activities or affairs unless such release, announcement or statement is approved by the Managing Members, which approval shall not be unreasonably withheld or conditioned.

(j) Qualifications, Tenure and Removal of Managing Member. The Company shall not have more than two Managing Members. The initial Managing Members shall be Liberman and Mitchell. Each Managing Member shall hold office until his death, adjudication of incompetence, or resignation in accordance with Section 6(k) or removal in accordance with this Section 6(i). A vacancy in the position of Managing Member occurring by reason of death or adjudication of incompetence of a Managing Member shall be filled by the designation of legal representative of the deceased Managing Member's estate or the legal representative of the incompetent Managing Member, subject, however, to the approval of a majority-in-interest of the remaining Members. A Managing Member may be removed as a manager of the Company only upon (i) a final determination by a court that he has committed fraud against the Company or any of its Members in their capacities as such, (ii) a final determination by a court that he has been grossly negligent in the performance of his duties as the Managing Member and that such gross negligence has resulted in material harm to the Company, or (iii) a final determination by a court that he has violated a fiduciary duty to the Company or any of its Members in their capacities as such. Upon such removal, the other Members may appoint or admit a replacement Managing Member on such terms and conditions as they deem advisable, acting by vote of a majority-in-interest of the other Members.

(l) Resignation of Managing Member. A Managing Member may resign its management authority at any time on at least 60 days prior written notice to the other Members, or at any time only if required to do so by applicable regulations or other law. Upon any resignation, a majority-in-interest of all the Members, including the resigning Managing Member, may appoint a successor to assume the resigning Managing Member's management responsibilities under this Agreement by designating such successor in written notice to all other Members. A resignation need not be accepted in order for it to be effective. The resigning Managing Member shall cooperate in effecting an orderly transition in the management of the Company with any successor Managing Member.

(m) Effect of Resignation, Removal or Replacement. Termination of a Managing Member's status as Managing Member, whether by removal, resignation, or other event, does not constitute a withdrawal, abandonment or forfeiture of such Member's membership interest in the Company, and such Member shall retain all of his or its membership interest in the Company, other than its management functions as a Managing Member. If the

new or replacement Managing Member has no membership interest in the Company, he shall be designated as a "Manager" of the Company, and the Company shall file any required amendment to its Articles of Organization indicating that the Company is "manager managed."

7. **Liability; Indemnification.**

(a) **No Personal Liability to Third Parties.** Except to the extent required by the Act or other applicable law or as expressly provided in this Agreement, as amended from time to time, all debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member shall have any personal liability for any such debt, obligation or liability of the Company solely by reason of being a Member or exercising management authority as a Member.

(b) **Indemnification.** To the fullest extent permitted by the Act, the Company hereby agrees to indemnify and save each Member from and against any and all third party claims, liabilities, damages, losses, costs and expenses, including, without limitation, (i) amounts paid in satisfaction of judgments, in compromises and settlements, or as fines and penalties and (ii) reasonable counsel fees or other costs and expenses of investigating or defending against any claim or alleged claim by a third party, of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member by reason of any act performed or omitted to be performed by the Member in connection with the business of the Company; provided, however, that indemnification under this Section 7(b) shall be available only if (i) the Member acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Company, (ii) the action (or inaction) of the Member did not constitute fraud, gross negligence, willful misconduct or a breach of fiduciary duty by such Member and (iii) with respect to any criminal action or proceeding, the Member had no reason to believe that its conduct was unlawful. The termination of any proceeding by settlement, judgment, order or upon a plea of nolo contendere shall not, of itself, create a presumption that the Member's conduct constituted fraud, gross negligence, willful misconduct or a breach of fiduciary duty. The satisfaction of any indemnification and any saving harmless pursuant to this Section 7(b) shall be limited to Company assets and no Member shall be personally liable on account thereof.

(c) **Advance of Expenses.** Expenses incurred by a Member in defense or settlement of any claim, shall be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Member to repay the amount advanced to the extent that it shall be determined ultimately that the Member is not entitled to be indemnified hereunder. The right of the Member to the indemnification provided herein shall be cumulative only, and in addition to, any and all rights to which the Member may otherwise be entitled by contract or as a matter of law or equity and shall be extended to the Member's legal representatives and permitted successors and assigns.

(d) **Survival.** The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 7 shall continue as to a Member who has ceased to be a Member and shall inure to the benefit of the successors, executors, administrators, legatees and distributees of such person.

(e) Contract. The provisions of this Section 7 shall be a contract between the Company and each Member who serves in such capacity at any time while this Section 7 is in effect pursuant to which the Company and each such Member intend to be legally bound. No repeal or modification of this Section 7 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.

(f) Subordination. The obligations of the Company under this Section 7 shall be subordinated to repayment of any loans made to the Company if and to the extent required by applicable loan documents; provided that any such subordination of payment shall not affect the right of any Member to indemnification under this Section 7, but shall only postpone the time at which the Company is permitted to make payment in respect of its obligations under this Section 7.

8. Assignment.

(a) General.

(i) A Member may not Transfer all or any part of the Member's membership interest and an Assignee may not Transfer all or any part of the Assignee's Economic Rights unless the non-transferring Managing Member(s) and a majority-in-interest of all Members consent, in writing, to the Transfer, or except as provided in Section 8(b), Section 8(c), Section 8(d) or Section 11. Any Person who acquires all or any portion of any membership interest or any Economic Rights in the Company by Transfer takes subject to the provisions of Section 11 hereof.

(ii) Except as provided in this Section 8(a)(ii), Section 8(c) or Section 11, a Transfer of a membership interest or any portion thereof shall convey only the Economic Rights associated with the Transferred membership interest, and not convey any rights to manage the business or affairs of the Company or other rights of membership, unless the non-transferring Managing Member(s) and a majority-in-interest of all Members specifically consent, in writing, to the admission of the Transferee as a member to the Company, which consent may be granted or withheld in their sole and absolute discretion. Notwithstanding any other provision of this Agreement, a Managing Member's rights to manage the Company as a Managing Member may not be fractionated, and shall be held at all times only by one Member. Any Transferee shall, as a condition to being admitted as a Member, execute a signature addendum to this Agreement agreeing to be bound by the terms and conditions of this Agreement.

(b) Permitted Transfers of Economic Rights to or for the benefit of Family Members. Notwithstanding the restrictions of Section 8.1(a)(i) but subject to Section 8.1(a)(ii), a Member or Assignee may Transfer all or any portion of his Economic Rights to a Permitted Transferee without the prior approval of any other Member, provided, that he shall provide written notice of the Transfer and a copy of the executed instrument of Transfer to the Company not later than thirty (30) days following the date of the Transfer. If the transferee is an entity, a copy of the entity's organizational documents shall also be delivered to the Company with such notice, so that the Company can verify compliance with the requirements of this Agreement.

(c) Other Permitted Voluntary Transfers. Each of Liberman and Mitchell may Transfer up to twenty five percent (25%) of his original membership interest (i.e., up to a twelve and one-half percent (12.5%) Percentage Interest) in the Company to one or more Persons other than Permitted Transferees, provided that (i) any such transferee shall not acquire any rights as a managing member of the Company and the transferee shall be a non-managing Member of the Company, (ii) the transferee shall have sufficient net worth to meet its obligations to contribute capital pursuant to Section 3(b) hereof, as demonstrated to the reasonable satisfaction of the non-transferring Managing Member prior to the Transfer, (iii) the instrument of Transfer shall contain an express statement that the membership interest being transferred conveys no rights to manage the Company and shall otherwise be in form and content approved, in writing, by the non-transferring Managing Member prior to the date of Transfer, such approval not to be unreasonably withheld, conditioned or delayed, (iv) if the Transfer is not just a Transfer of Economic Rights but is intended to convey a non-managing membership interest in the Company, the transferee shall, as a condition to being admitted as a Member, execute a signature addendum to this Agreement agreeing to be bound by the terms and conditions of this Agreement, (v) a copy of the executed instrument of Transfer and the original signature addendum shall be delivered to the Company promptly following the date of Transfer, and (vi) the Transfer shall be in accordance with, or pursuant to an exemption from, federal and state securities laws (provided that the Company has no obligation to register its membership interests).

(d) Certain Involuntary Transfers of Economic Rights. The Company and the Members will recognize and respect as valid any involuntary transfer of a membership interest or portion thereof that occurs by operation of law, such as a transfer pursuant to a divorce decree, to a trustee in bankruptcy upon the filing of a voluntary petition in bankruptcy or a transfer to an individual Member's estate upon that Member's death; provided, however, that such transfer will only effect a transfer of the Economic Rights associated with the transferred interest, and the transferee will not be admitted as a member of the Company unless the Managing Member and a majority-in-interest of all Members consent to such admission in their sole and absolute discretion, nor will the transferee succeed to or possess any management or approval rights. Transfers occurring by operation of law upon a voluntary act of a Member, such as a merger, are not permitted by this Section 8(d).

(e) Indirect Transfers. A Transfer of any of the interests in a Member that is an entity shall be deemed a Transfer of a portion of a membership interest in the Company for the purposes of this Section 8 and shall be subject to all of the provisions of this Agreement in respect of Transfers of membership interests in the Company.

(f) Prohibited Transfers Void. Any Transfer of membership interests in the Company in violation of the provisions of this Agreement shall be void.

9. Term; Dissolution. The Company shall continue in existence until the occurrence of any of the following events:

(a) The sale of all or substantially all of the assets of the Company; or

(b) The written election of the Managing Member and a majority-in-interest of all Members of the Company to dissolve the Company.

The death, incompetence, withdrawal, insolvency or bankruptcy of a Member shall not dissolve the Company, but the occurrence of such events with respect to all Members shall dissolve the Company upon the occurrence of any such event with respect to the last of the Members to be so affected.

10. **Liquidation.** Following dissolution of the Company in accordance with Section 9 above, the Company's business shall be wound up and the Company liquidated, in a manner designed to preserve or realize the fair value of the Company's assets. The proceeds of the liquidation shall be distributed in the following manner:

- (a) first, to the payments of the expenses of liquidation;
- (b) second, to pay the debts and obligations of the Company, excluding debts owing to Members but including any loans made by Affiliates of any Member;
- (c) third, to the establishment of any reserve which the Managing Member shall deem reasonably necessary for contingent or unforeseen liabilities;
- (d) fourth, to repayment of any outstanding debts (excluding Member loans) to Members;
- (e) fifth, to repayment of loans made by Members to the Company; provided, however, that if such loans are outstanding to more than one Member and there are not sufficient funds remaining to pay all amounts owed on such loans, then, to the extent that the outstanding amounts of principal and accrued but unpaid interest on such loans are not proportionate to such Members' relative Percentage Interests, payment shall be made first entirely to the Member who is owed more than such proportionate share until the amounts owed to such Members are in proportion to their relative Percentage Interests, and thereafter each shall be paid pro rata in proportion to their relative Percentage Interests; and
- (f) finally, in accordance with Section 5.

11 **Buy-Sell.** Mitchell and any of his permitted successors and assigns, on the one hand (the "Mitchell Group"), and Liberman and his respective permitted successors and assigns, on the other hand (the "Liberman Group"), shall have the rights of purchase and sale provided by this Section 11, to be exercised upon delivering a written notice any time after one year from the date of this Agreement (an "Election Notice"). The group giving the Election Notice as provided herein is referred to as the "Electing Group," and the group receiving the Election Notice is referred to as the "Notice Group." In issuing or responding to an Election Notice hereunder, the action of members of the Mitchell Group or Liberman Group holding at least 75%

of the distributive shares of all of the members of that group shall constitute the action of, and be binding upon, all of the members of that group.

(a) Invocation of Buy-Sell Procedure. The buy-sell procedure established in this Section 11 is initiated by the giving of a written Election Notice which states an amount (the "Stated Amount") to be used in computing the Net Equity (as defined in Section 11(b) hereof) of the Members' interests, to the members of the Notice Group. The date that an Election Notice is delivered is herein referred to as the "Election Day." The Electing Group shall simultaneously deliver a copy of the Election Notice to the firm of independent certified public accountants regularly employed by the Company (the "Accountants"), who shall compute the each Member's Net Equity as required by Section 11(c) hereof.

(b) Effect of Election Notice; Buy-Sell Price. An Election Notice shall constitute an irrevocable offer by the Electing Group either to (1) purchase all, but not less than all, of the interests in the Company of the Notice Group, or (2) sell all, but not less than all, of its or their interests in the Company to the Notice Group. The price at which the interest of any Member in the selling group is purchased and sold under this Section 11 (the "Buy-Sell Price" of such interest) is the Net Equity thereof, determined as of the Election Day.

(c) Net Equity. The "Net Equity" of a Member's membership interest in the Company, as of any day, shall be the amount that would be distributed to such Member in liquidation of the Company pursuant to Section 10 hereof if (1) all of the Company's property were sold for the Stated Amount, (2) the Company paid its accrued, but unpaid, liabilities as of the Election Day (including, for this purpose, transfer taxes on the assumed sale of the Company's property) and established reserves pursuant to Section 10 for the payment of reasonably anticipated contingent or unknown liabilities as of the Election Day, and (3) the Company distributed the remaining proceeds to the Members in liquidation, all as of such day, provided that in determining such Net Equity, no reserve for contingent or unknown liabilities shall be taken into account if one or more individual members of the Selling Group having a significant net worth in the sole opinion of the Purchasing Group (or his successor in interest) agrees to indemnify the Company and all other Members for that portion of any such reserve as would be treated as having been withheld pursuant to Section 10 from the distribution such Member would have received pursuant to Section 10 if no such reserve were established. The Net Equity of a Member's membership interest in the Company shall be determined by the Accountants, without audit or certification, from the books and records of the Company, within twenty (20) days after the day the Accountants are informed, in writing, of the Stated Amount, and the amount of such Net Equity shall be disclosed to the Company and each of the Members by written notice to each Member sent by overnight courier or certified mail return receipt requested (the "Net Equity Notice"). The Net Equity determination of the Accountants shall be final and binding in the absence of a showing of gross negligence or willful misconduct. The Accountants shall consult with the Selling and Purchasing Groups before deciding upon the appropriate amount of reserves used for making the calculations hereunder. The cost of determining Net Equity shall be borne by the Company and shall be treated as an expense for purposes of such determination.

(d) Notice Group's Election to Purchase or Sell. For a period (the "Election

Period") ending at 11:59 p.m. (local time at the Company's principal place of business) on the tenth (10th) business day following the date the Purchasing Group receives the Net Equity Notice, the Notice Group shall have the right to elect to purchase the entire Membership Interest of the Electing Group, by giving notice thereof (the "Purchase Notice") to all Members. If the Notice Group is willing to purchase, pursuant to a valid Purchase Notice, the entire interest of the Electing Group, the Notice Group shall become the "Purchasing Group" and shall be obligated to purchase the entire membership interest of the Electing Group and the Electing Group shall become a "Selling Group" and shall be obligated to sell its entire Interest to the Purchasing Group. In any other case, the Electing Group shall become the Purchasing Group and shall be obligated to purchase the entire Membership Interest of the Notice Group, who shall become the Selling Group and shall be obligated to sell its entire Membership Interests to such Purchasing Group. Members of the Purchasing Group may agree among themselves as to which members thereof will purchase the membership interests of members of the Selling Group, and in what proportions, provided that all membership interests of the Selling Group shall be purchased as provided in this Section 11.

(e) Deposit. The Purchasing Group shall deposit an amount, in cash, equal to ten percent (10%) of the Selling Group's Net Equity with the attorney (or law firm for the Selling Group, as escrow agent ("Escrow Agent"), before the close of business on the fifth (5th) business day after the date that the group that is the Purchasing Group is determined pursuant to Section 11(d) (the "Deposit"), provided that the Seller's Group has identified an attorney or law firm with offices in New York to act as Escrow Agent. If not, the Deposit will be deposited in the attorneys in New York designated by the Purchasing Group.

(f) Terms of Purchase: Closing. The closing of the purchase and sale of the Selling Group's membership interests (the "Buy-Sell Closing") shall occur on a date and time mutually agreeable to the Purchasing and the Selling Groups, which shall not be later than 10:00 A.M. (local time at the place of the closing) on the first business day occurring on or after the ninetieth (90th) day following the last day of the Election Period and at such place as is designated by the Purchasing Group's lender, if any, or if no such lender, at such place as is mutually agreeable to the Purchasing Group and Selling Group, or upon the failure to agree, at the Company's principal place of business. At the Buy-Sell Closing, the Escrow Agent shall release and distribute the Deposit to the Selling Group and the Purchasing Group shall pay the balance of the Buy-Sell Price, as adjusted pursuant to this Section 11(f), of the Selling Group's membership interests to the Selling Group, in each case by cash, certified or bank check, drawn on a New York Clearing House member bank, or by wire transfer of immediately available funds, and the Selling Group shall deliver to the Purchasing Group good title, free and clear of any liens, claims, encumbrances, security interests or options (other than those imposed pursuant to the terms of this Agreement or granted or imposed in connection with financing obtained by the Company) to the Selling Group's membership interests thus purchased. At the Buy-Sell closing, the Purchasing Group may offset the amount of principal and interest outstanding on any Default Loans payable by the Selling Group to the Purchasing Group against the amount to be paid by Purchasing Group to the Selling Group at the Buy-Sell Closing. The Purchasing Group shall acquire the Selling Group's membership interests subject to any and all liens, security interests, or other encumbrances imposed pursuant to the terms of this Agreement or granted or imposed by the Selling Group in connection with financing obtained by the Company. At the

Buy-Sell Closing the members of the Selling Group shall execute such documents and instruments of conveyance as may be necessary or appropriate to confirm the transactions contemplated hereby, including, without limitation, the transfer of the membership interests of the Selling Group to the Purchasing Group and the assumption by the Purchasing Group of the Selling Group's obligations with respect to the Selling Group's membership interests so transferred to the Purchasing Group. The reasonable costs of such transfer and closing, including, without limitation, attorneys' fees and filing fees incurred by the Company, shall be divided equally between the Selling Group and the Purchasing Group; except that the Selling Group and Purchasing Group shall each be responsible for payment of their own attorney fees.

(g) Complete Termination of All Interests.

(i) Withdrawal. The members of the Selling Group shall remain a Member (or Transferee holding only economic rights, as the case may be) with all management and other rights and obligations provided herein (but, notwithstanding any provision of this Agreement to the contrary, no obligation to make further contributions, or guarantee any debt or otherwise incur a new financial obligation to the Company or any of their respective members from and after the Election Day) until their membership interests are purchased in accordance with Section 11(d) hereof. Upon the Buy-Sell Closing, the Selling Group shall be deemed to have transferred all of their right, title and interest in and to their membership interests to the members of the Purchasing Group who purchase such interests, and to have withdrawn as Members (or Transferees) from the Company.

(ii) Termination of Guarantees, Security Interests. In the event that any members of the Selling Group or any of their Affiliates have guaranteed, or pledged or assigned any collateral (other than their membership interests in the Company) to secure, any Company indebtedness, the members of the Purchasing Group shall, at their sole cost and expense, no later than, and as a condition to, the Buy-Sell Closing, obtain the complete release of such guarantees and/or collateral. Written evidence of such releases reasonably satisfactory to the Selling Group shall be provided at the Buy-Sell Closing.

(h) Payment of Loans Made by the Selling Group. At the Buy-Sell Closing, and as a condition thereto, the Company shall pay all accrued and unpaid interest and remaining principal of any loans made by members of the Selling Group, as well as any other sums then due and payable by the Company to members of the Selling Group in accordance with the terms of this Agreement. Notwithstanding any provision of this Agreement to the contrary, (i) it shall be the obligation of the members of the Purchasing Group to provide any and all funds to the Company necessary to make the payments required by this Section 11(g), (ii) the consent of the Selling Group shall not be required to permit the Purchasing Group to make an additional capital contribution, to cause the Company to borrow such funds or to admit one or more new Persons as Members who are providing all or a portion of such funds, provided such contribution, borrowing or admission occurs simultaneously with the Buy-Sell Closing.

(i) Failure to Make Deposit or to Close.

(A) If the Purchasing Group fails to make the Deposit as required in Section 11(e), the Purchasing Group shall be deemed to have irrevocably elected to be the Selling Group and the original Electing Group shall become the Purchasing Group, but shall not be obligated to make the Deposit.

(B) If the Purchasing Group (or assignee pursuant to Section 11(j)) fails to pay the entire Buy-Sell Price of the Selling Group's membership interests or otherwise fails to close on the Buy-Sell Closing ("Closing Default"), then the Selling Group and the Purchasing Group agree that the Escrow Agent shall promptly pay the entire Deposit to the Selling Group as liquidated damages for the Purchasing Group's Closing Default. The Purchasing Group hereby acknowledges and agrees that such amount is fair and reasonable liquidated damages for any such default, agrees not to contest any payment thereof and waives any defenses it has to contest the payment of such liquidated damages to the Selling Group. In addition, the Selling Group may elect, by written notice to the Purchasing Group delivered within ten (10) days after the Closing Default, to purchase all, but not less than all, of the membership interests of the Purchasing Group at the Buy-Sell Price for such interests (the "Purchase Notice"), in which case the Purchasing Group shall become the Selling Group and the Selling Group shall become the Purchasing Group under this Section 11 effective immediately upon delivery of such notice, provided, however, that the new Purchasing Group shall not be required to make the Deposit required by Section 11(e) hereof. The Buy-Sell Closing for such transaction shall occur on a date and time mutually agreeable to the Purchasing and the Selling Groups, which shall not be later than 10:00 A.M. (local time at the place of the closing) on the first business day occurring on or after the ninetieth (90th) day following the date the Purchase Notice was delivered to the former Purchasing Group, and otherwise in accordance with the terms and conditions of this Section 11 (other than those relating to the Deposit).

(j) Purchasing Group's Rights to Assign. The Purchasing Group may assign its rights to purchase the Selling Group's membership interests to one or more Persons on such terms and conditions as it deems advisable, provided, however, that the Purchasing Group shall remain primarily liable for closing on the purchase of the Selling Group's membership interest at the Buy-Sell Closing, should the assignee default.

12. Arbitration of Disputes. In the event of any dispute, controversy or claim between the parties under or relating to this Agreement (a ADispute@), then upon written notice, specifying the claims, the basis thereof and the relief sought, given by the initiating party to the other party, the Dispute will be resolved by binding arbitration in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as modified by this Section 12. An arbitration award rendered by the arbitrators will be final and binding on the parties and may be filed with any court having jurisdiction over the parties or their property as a basis of declaratory or other judgment or the issuance of execution, including, but not limited to, any state or federal court in the State of New York. Each party hereby consents to the jurisdiction of such courts and agrees that in addition to all other permitted manners, service of the summons and complaint in any such action may be made by mailing same to the parties at the addresses set forth in the Agreement (or to such other address which is indicated in writing) by certified mail (return receipt requested). The Dispute will be resolved by a panel of three neutral arbitrators to be selected as follows: each party will select

one arbitrator within fifteen (15) days of the receipt of notice from the initiating party with respect to the commencement of the arbitration of the Dispute, and the two arbitrators so selected will choose a third arbitrator with ten (10) days after their appointment. The arbitrators shall schedule a hearing as soon as possible taking into consideration the matters at issue, including, without limitation, the complexity of the issues relating to the Dispute and the need for discovery in preparation for such hearings. All hearings shall be scheduled on consecutive days to the extent possible. The action of a majority of the arbitration panel will govern all actions by the panel, and the arbitrators will render their decision promptly but in no event more than 45 days after the conclusion of submission of evidence. The arbitration award will be in writing and will specify factual and legal basis for the award. Either party may make application to the arbitration panel seeking injunctive relief to maintain the *status quo* until such time as the arbitration award is rendered or the Dispute is otherwise resolved. Each party will pay the fees and expenses of the arbitrator selected by it and one-half of the reasonable fees and expenses of the third arbitrator. All other fees and expenses of each party (including, without limitation, reasonable attorneys' fees) incurred in connection with the arbitration or to enforce this Agreement will be paid as determined by the arbitrators, who shall have discretion to award such fees and expenses as part of the arbitration award.

13. Miscellaneous.

(a) Majority-in-Interest. Whenever in this Agreement an action is to be taken or decided by a "majority-in-interest" of all of the Members or a group of Members, the majority is to be determined not on a per capita basis but by reference to the Percentage Interests of the Members or the particular group of Members, as applicable.

(b) Power of Attorney. Each Member irrevocably appoints each Managing Member as its attorney-in-fact, coupled with an interest, (i) to effect the admission of any Persons as Members when such admission is otherwise in accordance with the terms of this Agreement, (ii) to make any amendments to this Agreement to reflect or implement such admissions or which are permitted, by the terms of this Agreement, to be made by solely by the Managing Member (such as changes to Exhibit A as described in Section 13(g) below, and (iii) to execute, acknowledge and swear to all documents or instruments necessary to carry out the actions described in clauses (i) and (ii) of this Section 13(b).

(c) Governing Law. This Agreement is governed by and shall be construed in accordance with the internal laws of the state of Delaware, excluding its rules applicable to conflict-of-laws.

(d) Notices. All notices, demands, offers or other communications required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested overnight delivery service, or by hand delivery, and addressed to the other party hereto at such party's address set forth in Exhibit A as the same shall be amended from time to time, and shall be deemed given upon the date of delivery.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, representatives, successors and permitted assigns.

(f) Waiver. The waiver by any Member of any matter provided herein shall be effective only if made in writing and signed by such Member. The failure of any party to this Agreement to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement shall not operate as a waiver of any other breach or default.

(g) Entire Agreement; No Oral Modifications. This Agreement sets forth the entire agreement and understanding of the Members and supersedes all prior agreements or understanding, whether oral or written, between the parties with respect to the subject matter of this Agreement. This Agreement may only be amended by a writing signed by the Managing Members and a majority-in-interest of all of the Members of the Company and designated as an amendment or modification of this Agreement; provided, however, that any Managing Member may amend this Agreement to reflect changes in the amount of the Members' capital contributions through the date of such change in Exhibit A; and provided, further, that the consent of a Member shall be required for any amendment to this Agreement that (i) obligates the Member to make additional capital contributions or loans to the Company or to guarantee any Company debt or pledge personal assets as security therefor, (ii) deprives the Member of limited liability under the Act with respect to his membership interest in the Company, (iii) imposes limitations or restrictions (beyond those set forth in Section 8 hereof) upon the Member's rights to transfer all or any portion of such Member's interest in the Company, or (iv) deprives the Member of any rights to manage the Company.

(h) No Third Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of any creditor or any other Person (other than a Member in his capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Company or any of the Members; and no such creditor or other Person shall obtain any right under any of such provisions or shall by reason of any of such provisions make any claim in respect of any debt, liability or obligation (or otherwise) against the Company or any of the Members.

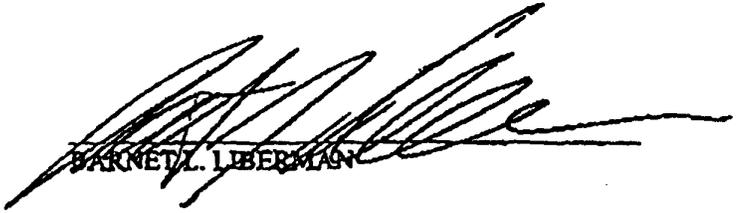
(i) Gender. References to "he," "his" or "him" relating to any Member shall be construed in a gender neutral manner and shall be construed as referring to any Member, whether a male, female or an entity.

(j) Attorneys' Fees. In the event of any litigation brought by any Member against the Company and/or any other Member in the Member's capacity as a Member of the Company, the prevailing party shall be entitled to recover the reasonable attorneys' fees incurred by it in prosecuting or defending against the action.

(k) Counterparts. This Agreement may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Signatures on next page.]

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



BARNETT L. LIBERMAN

DAVID J. MITCHELL

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

||

BARNET L. LIBERMAN



DAVID J. MITCHELL

Schedule A

Contracts and /or Cash Initially Contributed

52121-6-W

Schedule A

Mitch0162737

60012-0029

Case No.: A-16

RA 008922

EXHIBIT A

Capital Contributions and Percentage Interest of the Members
(as of August 17, 2004)

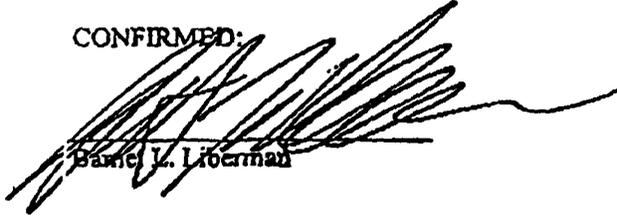
<u>Name and Address</u>	<u>Total Contributions:</u>	<u>Percentage Interest</u>
Barnet L. Liberman 421 Hudson Street New York, NY 10014	\$100	50%
David J. Mitchell c/o Mitchell Holdings LLC 20 West 55th Street New York, NY 10019	\$100	50%
TOTAL		100%

EXHIBIT A-1

Capital Contributions and Percentage Interest of the Members
(as of December 15, 2004)

<u>Name and Address</u>	<u>Contributions to Date</u>	<u>Percentage Interest</u>
Earnest L. Liberman 421 Hudson Street New York, NY 10014	\$[2,000,100]	50%
David J. Mitchell c/o Mitchell Holdings 20 West 55th Street New York, NY 10019	\$[2,000,100] --\$ 575,548 cash --\$1,424,552 value of membership interest in Gaviayana LLC	50%
TOTAL	\$[4,000,200]	100%

CONFIRMED:



Earnest L. Liberman

David J. Mitchell

EXHIBIT A-1

Capital Contributions and Percentage Interest of the Members
(as of December 15, 2004)

<u>Name and Address</u>	<u>Contributions to Date</u>	<u>Percentage Interest</u>
Barnet L. Liberman 421 Hudson Street New York, NY 10014	\$[2,000,100]	50%
David J. Mitchell c/o Mitchell Holdings 20 West 55th Street New York, NY 10019	\$[2,000,100] ---\$ 575,548 cash ---\$1,424,552 value of membership interest in Gaviayana LLC	50%
TOTAL	\$[4,000,200]	100%

CONFIRMED:

Barnet L. Liberman



David J. Mitchell

EXHIBIT B

Allocations of Profits and Losses and Certain Tax Matters

B-1. Taxation; Capital Accounts. It is the intention of the Members that the Company be classified as a partnership for purposes of federal and state income tax law. The Company shall establish and maintain a separate capital account (each, a "Capital Account") for each Member in accordance with Section 704 of the Internal Revenue Code of 1986, as amended (the "Code") and the rules set forth in Treasury Regulations §1.704-1(b)(2)(iv). For purposes of this Agreement, the profit ("Profit") or loss ("Loss") of the Company for each fiscal year shall be the net income or net loss of the Company for such year as determined for federal income tax purposes (including for this purpose in such net income or net loss all items of income, gain, deduction or loss that are required to be separately stated pursuant to Section 703 of the Code), but computed with the following adjustments:

- (a) without regard to any adjustment to basis pursuant to Section 743 of the Code;
- (b) by including as an item of gross income any tax-exempt income received by the Company;
- (c) by treating as a deductible expense any expenditure of the Company described in Section 705(a)(2)(B) of the Code;
- (d) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, by taking into account instead depreciation in accordance with Regulations Section 1.704-1(b)(2)(iv)(g);
- (e) in the event that any asset of the Company is distributed in kind to a Member or there is a liquidation of the Company pursuant to Section 10, by including the difference between (i) an amount equal to the book value of such asset on the date of such distribution and (ii) the fair market value of such asset on that date, as determined by the Managing Members in their reasonable judgment;
- (f) by computing gain or loss resulting from any disposition of an asset by the Company from which gain or loss is recognized for federal income tax purposes with reference to the book value of the asset (after adjustment for depreciation in accordance with Regulations Section 1.704-1(b)(2)(iv)(g)), notwithstanding that the adjusted basis for federal income tax purposes of such asset differs from such book value; and
- (g) after making the special allocations (if any) required by Section B-4.

The amounts of the items of income, gain, loss or deduction of the Company to be specially allocated pursuant to Section B-4 shall be determined by applying rules analogous to those set forth in subsections (a) through (f).

B-2. Allocations of Profits. From and after the date of this Agreement, Profits for each fiscal year shall be allocated to the Members as follows:

(a) first, to the Members who have received allocations of Losses for earlier fiscal years pursuant to Section B-3(c), pro rata, in proportion to the cumulative amount of those Losses previously allocated to them, until those Members have received cumulative allocations of Profits pursuant to this Section B-2(a) for the current fiscal year and all prior fiscal years equal to the cumulative amount of Losses allocated to them pursuant to Section B-3(c) for all prior fiscal years;

(b) second, to the Members who have received allocations of Losses for earlier years pursuant to Section B-3(b), pro rata, in proportion to the cumulative amount of those Losses previously allocated to them, until those Members have received cumulative allocations of Profits pursuant to this Section B-2(b) for the current fiscal year and all prior fiscal years equal to the cumulative amount of Losses allocated to them pursuant to Section B-3(b) for all prior fiscal years;

(c) finally, to the Members in proportion to their Percentage Interests.

B-3. Allocation of Losses. From and after the date of this Agreement, Losses shall be allocated to the Members as follows:

(a) first, to the Members who have received allocations of Profits for earlier years pursuant to Section B-2(c), pro rata, in proportion to the cumulative amount of those Profits previously allocated to them, until those Members have received cumulative allocations of Losses pursuant to this Section B-3(a) for the current fiscal year and all prior fiscal years equal to the cumulative amount of Profits allocated to them pursuant to Section B-2(c) for all prior fiscal years;

(b) second, to the Members who have positive Adjusted Capital Accounts (as defined in Section B-4(g) below), pro rata, in proportion to the respective amounts of their positive Adjusted Capital Accounts, until the Adjusted Capital Accounts of those Members are reduced to zero; and

(c) finally, to the Members, in proportion to their Percentage Interests.

B-4. Special Allocations to Comply with Section 704 Regulations.

(a) Minimum Gain Chargeback. Notwithstanding any other provision of this Agreement to the contrary, if there is a net decrease in Company minimum gain (determined in accordance with Regulations Section 1.704-2(d) as if the Company were a partnership) ("Company Minimum Gain") during any fiscal year, then there shall be specially allocated to each Member items of Company income and gain for such year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain (determined in accordance with Regulations Section 1.704-2(g) as if the Company were a partnership). The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(f)(6) and 1.704-2(j)(2)(i) and (iii). This Section B-4(a) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Notwithstanding any other provision of this Agreement to the contrary, if there is a net decrease in Member Minimum Gain during any fiscal year, then each Member shall be specially allocated items of Company income

and gain for such year (and, if necessary, for subsequent fiscal years) in an amount equal to that Member's share, if any (determined in accordance with Regulations Section 1.704-2(i)(4)), of the net decrease in Member Minimum Gain. The items to be so allocated shall be determined in accordance with the provisions of Regulations Section 1.704-2(i)(4) and 1.704-2(j)(2)(i). As used herein, the term "Member Minimum Gain" shall have the meaning ascribed to partner nonrecourse debt minimum gain, determined in accordance with Regulations Sections 1.704-2(i)(2) and 1.704-2(i)(3). This Section B-4(b) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i) and shall be interpreted consistently therewith.

(c) Limitation on Losses. Notwithstanding the provisions of Section B-3, if the allocation of a Loss to a Member for any fiscal year pursuant to Section B-3 would cause or increase a negative balance in the Member's Adjusted Capital Account on the last day of the fiscal year, then the portion of the Loss that would have such effect shall instead be specially allocated among the Members who have positive balances in their Adjusted Capital Accounts on the last day of the fiscal year. The Loss to be specially allocated pursuant to the preceding sentence shall be allocated among the Members referred to in the preceding sentence, pro rata, in proportion to their respective Adjusted Capital Accounts.

(d) Gross Income Allocation/Qualified Income Offset. If, at the end of any fiscal year, one or more Members would otherwise have a negative balance in their Adjusted Capital Accounts (as defined below), then income (including, if necessary, gross income) and gain for such fiscal year (and, if necessary, subsequent fiscal years) shall be allocated as quickly as possible among all Members who have such negative balances in their Adjusted Capital Accounts, pro rata, in proportion to their respective negative balances to the extent necessary to eliminate such negative balances as of the end of such fiscal year; provided that an allocation pursuant to this Section B-4(d) shall be made only if and to the extent that such Member would have such a negative balance in the Member's Adjusted Capital Account after all other allocations provided for in this Exhibit B have been tentatively made as if this Section B-4(d) were not a part of this Agreement. The allocations referred to in this paragraph shall be interpreted and applied, inter alia, to satisfy the requirements of Regulations Section 1.704-1(c)(2)(ii)(d)(3).

(e) Member Nonrecourse Deductions. Notwithstanding any other provision of this Agreement to the contrary, Company losses and deductions that are attributable to a particular Member Nonrecourse Liability (as determined in accordance with Regulations Section 1.704-2(i)(2)) shall be specially allocated to the Member(s) who bear(s) the economic risk of loss for such liability. As used herein, the term "Member Nonrecourse Liability" shall have the same meaning ascribed to "partner nonrecourse liability" set forth in Regulations Section 1.704-2(b)(4). This Section B-4(e) is intended to comply with the allocation provision of Regulations Section 1.704-2(i)(1) and shall be interpreted consistently therewith.

(f) Nonrecourse Deductions. Nonrecourse deductions (as defined in Regulations Section 1.704-2(b)(1) and 1.704-2(c)) for any fiscal year shall be specially allocated to the Members in accordance with their Percentage Interests.

(g) Adjusted Capital Account. The term "Adjusted Capital Account" shall mean the balance in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments: (i) crediting to such Capital Account any amounts that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Regulations Sections 1.704-1(b)(2)(ii)(b)(3), 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) debiting to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) to the extent such items are not otherwise reflected in such Capital Account.

(h) Curative Allocations. Any special allocations pursuant to Section B-4(a) through Section B-4(f) shall be taken into account in computing subsequent allocations pursuant to this Exhibit B, so that the net amount of any items so allocated and all other items allocated pursuant to this Exhibit B shall, to the extent possible, be equal to the net amount that would have been allocated to each Member pursuant to this Exhibit B if such special allocations had not been made. For this purpose, future special allocations under Section B-4(a) and Section B-4(b) that are likely to offset current special allocations shall be taken into account.

(i) Winding Up and Related Matters. If, upon the winding up of the Company, the amount of the distribution to a Member pursuant to Section 10 does not equal his Capital Account immediately before such distribution (after the tentative allocation of profit or loss and special allocations of income, gain, deduction or loss for such fiscal year), then the Managing Members shall make such special allocations of income, gain, deduction or loss necessary to maintain (to the greatest extent possible) equality between the Capital Account of the Member and the amount of the distribution to him or her. The Managing Members may otherwise make such special allocations of income, gain, deduction or loss for any fiscal year necessary to maintain equality between the Capital Account of a Member and the amount that would be distributed to such Member if the Company were dissolved, its affairs wound up and its assets distributed to the Members as of the end of such fiscal year. All allocations made pursuant to this Section B-4(i) shall be made in good faith by the Managing Members.

B.5. Income Tax Allocations.

(a) Except as otherwise provided herein, for purposes of Sections 702 and 704 of the Code, or the corresponding sections of any future Federal internal revenue law, or any similar tax law of any state or other jurisdiction, the Company's profits, gains and losses for Federal income tax purposes, and each item of income, gain, loss or deduction entering into the computation thereof, shall be allocated among the Members in the same proportions as the corresponding "book" items are allocated pursuant to this Exhibit B.

(b) In accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company (and any revalued property of the Company) shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and the book value of such property. Allocations shall be made using such method as set forth in Section 1.704-3 of the Treasury Regulations as the Managing Members shall select.

B-6. Assignees Treated as Members. For all purposes of this Exhibit B and Sections 5(a) and 10, but for no other purpose, an assignee of economic rights associated with a membership interest shall be treated as a Member and each reference in this Exhibit B and Sections 5(a) and 10 to a Member shall be deemed to include such assignees.

B-7. Capital Account Deficit. No Member with a deficit in its Capital Account shall be obligated to restore such deficit balance or make a capital contribution to the Company solely by reason of such deficit.

B-8. Tax Matters Partner. The Managing Member shall be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code (the "Tax Matters Partner"). The Tax Matters Partner shall have the power to prepare and file tax returns for the Company and to manage and control on behalf of the Company any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes. In addition, the Tax Matters Partner shall be authorized and required to represent the Company (at the expense of the Company) in connection with all examinations of the affairs of the Company by any federal, state or local tax authorities, including any resulting administrative and judicial proceedings, and to expend funds of the Company for professional services and costs associated therewith. The other Members agree to cooperate with the Tax Matters Partner and to do or refrain from doing any or all things reasonably required by the Tax Matters Partner in connection with the conduct of all such proceedings.

EXHIBIT C

Certificate of Good Standing

272453-1-W

Mitch0162746

60012-0038

Case No.: A-16

RA 008931

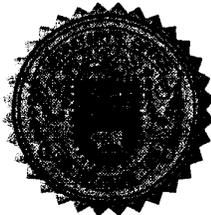
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LAS VEGAS LAND PARTNERS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF JANUARY, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3843407 8300

AUTHENTICATION: 4427417

060012925

DATE: 01-05-06

Mitch0162747

60012-0039

Case No.: A-16

RA 008932

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **LAS VEGAS LAND PARTNERS, LLC**, as a limited liability company duly organized under the laws of Delaware and existing under and by virtue of the laws of the State of Nevada since May 23, 2005, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 6, 2006.



Dean Heller

DEAN HELLER
Secretary of State

By

Acqueline Arri

Certification Clerk

Mitch0162748

60012-0040

Case No.: A-16

RA 008933

ORGANIZATIONAL STRUCTURE

LIVEWORK, LLC

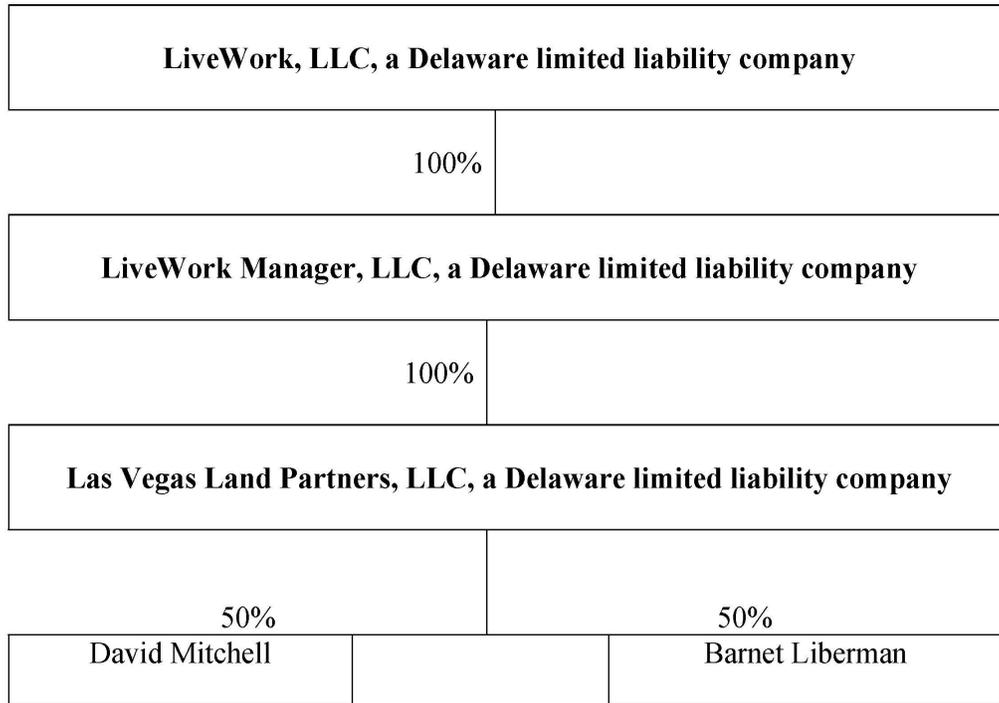


EXHIBIT A

Certificate of Formation

264103-1-W

Mitch0162750

60012-0042

Case No.: A-16

RA 008935

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "LIVEWORK, LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF APRIL, A.D. 2005, AT 11:18 O'CLOCK A.M.



3951262 8100

050278071

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3794770

DATE: 04-06-05

Mitch0162751

60012-0043

Case No.: A-16

RA 008936

CERTIFICATE OF FORMATION

OF

LIVEWORK, LLC

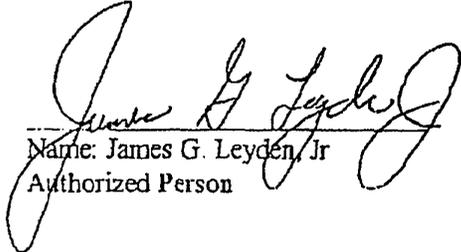
This Certificate of Formation of LiveWork, LLC (the "LLC"), dated as of April 6, 2005, has been duly executed and is being filed by an authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, *et seq.*).

FIRST. The name of the limited liability company is LiveWork, LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o RL&F Service Corp., One Rodney Square, 10th Floor, Tenth and King Streets, Wilmington, New Castle County, Delaware 19801

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware are RL&F Service Corp., One Rodney Square, 10th Floor, Tenth and King Streets, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.



Name: James G. Leyden, Jr
Authorized Person

RLF1-2367286-1
RLF1-2860639-1

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:18 AM 04/06/2005
FILED 11:18 AM 04/06/2005
SRV 050278071 - 3951262 FILE

Mitch0162752
60012-0044
Case No.: A-16

RA 008937

EXHIBIT B

Operating Agreement

264103-1-W

Mitch0162753

60012-0045

Case No.: A-16

RA 008938

LIMITED LIABILITY COMPANY AGREEMENT
OF
LIVEWORK, LLC

This Limited Liability Company Agreement (together with the schedules attached hereto, this "Agreement") of LIVEWORK, LLC (the "Company"), is entered into by LIVEWORK MANAGER, LLC as the sole equity member (the "Member"), and CARRIE TILLMAN and BETH PEOPLES, as the Special Members (as defined on Schedule A hereto). Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

The Member, by execution of this Agreement, hereby forms the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. Section 18-101 et seq.), as amended from time to time (the "Act"), and this Agreement, and the Member and Carrie Tillman and Beth Peoples hereby agree as follows:

THE TRANSFER OF THE LIMITED LIABILITY COMPANY INTERESTS DESCRIBED IN THIS AGREEMENT IS RESTRICTED AS DESCRIBED HEREIN.

Section 1. Name.

The Company was formed under the name of LiveWork, LLC, pursuant to a Certificate of Formation filed with the Secretary of State of the State of Delaware on April 6, 2005.

Section 2. Principal Business Office.

The principal business office of the Company shall be located at 20 West 55th Street, 12th Floor, New York, New York 10019, (for mailing purposes, c/o Mitchell Holdings at such address) or such other location as may hereafter be determined by the Member.

Section 3. Registered Office.

The address of the registered office of the Company in the State of Delaware is c/o RL&F Service Corp., One Rodney Square, in the City of Wilmington, County of New Castle, Delaware 19801.

Section 4. Registered Agent.

The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is RL&F Service Corp., One Rodney Square, in the City of Wilmington, County of New Castle, Delaware 19801.

Section 5. Members.

(a) The mailing address of the Member is set forth on Schedule B attached hereto. The Member was admitted to the Company as a member of the Company upon its execution of a counterpart signature page to this Agreement.

(b) Subject to Section 9(j), the Member may act by written consent.

(c) Upon the occurrence of any event that causes the Member to cease to be a member of the Company (other than (i) upon an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Sections 21 and 23, or (ii) the resignation of the Member and the admission of an additional member of the Company pursuant to Sections 22 and 23), each person acting as an Independent Director pursuant to Section 10 shall, without any action of any Person and simultaneously with the Member ceasing to be a member of the Company, automatically be admitted to the Company as a Special Member and shall continue the Company without dissolution. No Special Member may resign from the Company or transfer its rights as Special Member unless (i) a successor Special Member has been admitted to the Company as Special Member by executing a counterpart to this Agreement, and (ii) such successor has also accepted its appointment as Independent Director pursuant to Section 10; provided, however, the Special Members shall automatically cease to be members of the Company upon the admission to the Company of a substitute Member. Each Special Member shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of Company assets. Pursuant to Section 18-301 of the Act, a Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. A Special Member, in its capacity as Special Member, may not bind the Company. Except for the matters and activities herein specified to be voted on or, approved by a Special Member and as required by any mandatory provision of the Act, each Special Member, in its capacity as Special Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, including, without limitation, the merger, consolidation or conversion of the Company. In order to implement the admission to the Company of each Special Member, each person acting as an Independent Director pursuant to Section 10 shall execute a counterpart to this Agreement. Prior to its admission to the Company as Special Member, each person acting as an Independent Director pursuant to Section 10 shall not be a member of the Company.

Section 6. Certificates.

James G. Leyden, Jr. is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in the State of Nevada and in any other jurisdiction in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Purposes.

(a) Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company, the sole purpose to be conducted or promoted by the Company is to engage in the following activities:

- (i) to acquire, own, hold, lease, operate, manage, maintain, develop and improve, the Mortgaged Property (as defined in the Loan Documents);
- (ii) to enter into and perform its obligations under the Loan Documents;
- (iii) to sell, transfer, service, convey, dispose of, pledge, assign, borrow money against, finance, refinance or otherwise deal with the Mortgaged Property to the extent permitted under the Loan Documents; and
- (iv) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above-mentioned purposes.

(b) The Company, and the Member, or any Director or Officer on behalf of the Company, may enter into and perform their obligations under the Basic Documents and all documents, agreements, certificates, or financing statements contemplated thereby or related thereto, all without any further act, vote or approval of any Member, Director, Officer or other Person notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of the Member or any Director or Officer to enter into other agreements on behalf of the Company.

Section 8. Powers.

Subject to Section 9(j), the Company, and the Board of Directors and the Officers of the Company on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 9. Management.

(a) Board of Directors. Subject to Section 9(j), the business and affairs of the Company shall be managed by or under the direction of a Board of one or more Directors designated by the Member. Subject to Section 10, the Member may determine at any time in its sole and absolute discretion the number of Directors to constitute the Board. The authorized number of Directors may be increased or decreased by the Member at any time in its sole and absolute discretion, upon notice to all Directors, and subject in all cases to Section 10. The initial number of Directors shall be five, of which two shall be Independent Directors pursuant to

Section 10. Each Director elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Director's earlier death, resignation, expulsion or removal. Each Director shall execute and deliver the Management Agreement. Directors need not be a Member. The initial Directors designated by the Member are listed on Schedule D hereto.

(b) Powers. Subject to Section 9(i), the Board of Directors shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Subject to Section 7, the Board of Directors has the authority to bind the Company.

(c) Meeting of the Board of Directors. The Board of Directors of the Company may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President on not less than one day's notice to each Director by telephone, facsimile, mail, telegram or any other means of communication, and special meetings shall be called by the President or Secretary in like manner and with like notice upon the written request of any one or more of the Directors.

(d) Quorum: Acts of the Board. At all meetings of the Board, a majority of the Directors (other than the Independent Directors) shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Except as otherwise expressly provided in this Agreement, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board (other than the Independent Directors) or committee as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee, as the case may be.

(e) Electronic Communications. Members of the Board, or any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone conference or similar communications equipment that allows all Persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in Person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

(f) Committees of Directors.

(i) The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Company. The Board may designate one or

more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

- (ii) In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.
- (iii) Any such committee, to the extent provided in the resolution of the Board, and subject to, in all cases, Sections 9(j) and 10, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

(g) Compensation of Directors; Expenses. The Board shall have the authority to fix the compensation of Directors. The Directors may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Director. No such payment shall preclude any Director from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

(h) Removal of Directors. Unless otherwise restricted by law, any Director or the entire Board of Directors may be removed or expelled, with or without cause, at any time by the Member, and, subject to Section 10, any vacancy caused by any such removal or expulsion may be filled by action of the Member.

(i) Directors as Agents. To the extent of their powers set forth in this Agreement and subject to Section 9(j), the Directors are agents of the Company for the purpose of the Company's business, and the actions of the Directors taken in accordance with such powers set forth in this Agreement shall bind the Company. Notwithstanding the last sentence of Section 18-402 of the Act, except as provided in this Agreement or in a resolution of the Directors, a Director may not bind the Company.

(j) Limitations on the Company's Activities.

- (i) This Section 9(j) is being adopted to comply with certain provisions necessary to qualify the Company as a "special purpose" entity.
- (ii) Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company, for so long as any Obligation is outstanding, neither the Member, the Special Member nor the Company shall amend, alter, change any of Sections 1, 5(b), 5(c), 6, 7, 8, 9, 10, 14, 16, 20(b), 20(f), 21, 22, 23,

24, 25, 26, 27, 29, 30, 31 or 32 or Schedule A of this Agreement (to the extent that the terms defined in Schedule A are used in any of the foregoing sections) (the "Special Purpose Provisions"), or any other provision of this or any other document governing the formation, management or operation of the Company in a manner that is inconsistent with any of the Special Purpose Provisions, unless the Lender consents in writing and the Rating Agency Condition is satisfied. Subject to this Section 9(j), the Member and the Special Member (as applicable) reserve the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with Section 32. In the event of any conflict between any of the Special Purpose Provisions and any other provision of this or any other document governing the formation, management or operation of the Company, the Special Purpose Provisions shall control.

(iii) Notwithstanding any other provision of this Agreement or any other document governing the formation, management or operation of the Company, and notwithstanding any provision of law that otherwise so empowers the Company, the Member, the Board, any Officer or any other Person, neither the Member nor the Board nor any Officer nor any other Person shall be authorized or empowered, nor shall they permit the Company to, and the Company shall not, without the prior unanimous written consent of the Member and the Board (including all Independent Directors), take any Material Action, provided, however, that the Board may not vote on, or authorize the taking of, any Material Action, unless there are at least two Independent Directors then serving in such capacity.

(iv) The Board, the Member and the Special Member (as applicable) shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company, the Board also shall cause the Company to and the Company shall:

(A) not enter into any transaction of merger or consolidation, or liquidate or to the fullest extent permitted by law, dissolve itself (or suffer any liquidation or dissolution), or acquire by purchase or otherwise all or substantially all the business or assets of, or stock or other evidence of beneficial ownership of, any Person;

(B) except with respect to the Obligations under the Loan Documents, shall not guarantee or otherwise become liable on or in connection with any obligation of any other Person;

(C) not own any asset other than the Mortgaged Property;

(D) not engage, directly or indirectly, in any business other than the

ownership, management and operation of the Mortgaged Property and shall remain organized solely for the purpose of the ownership, management and operation of the Mortgaged Property;

(E) not enter into any contract or agreement with any affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's length basis with third parties other than an Affiliate;

(F) not incur any indebtedness, secured or unsecured, direct or contingent (including any Contingent Obligation), other than the Obligations;

(G) not make any loans or advances to any third party and will not acquire, obligations or securities of its partners, members or shareholders;

(H) remain solvent and pay its own liabilities, Indebtedness (as defined in the Loan Documents) and obligations of any kind, including all administrative expenses, as the same shall become due; and except to the extent the Company's Indebtedness may be paid from the Borrower Accounts in accordance with the Loan Documents, shall pay all such liabilities, Indebtedness and obligations from its own separate assets;

(I) do all things necessary to preserve its existence, and shall not, nor will any Member amend, modify or otherwise change its certificate of formation or limited liability company agreement in a manner which adversely affects the Company's existence as a Single Purpose Entity;

(J) conduct and operate its business generally as presently conducted and operated subject to such operational changes as may be reasonably necessary or appropriate to maintain the Mortgaged Property;

(K) except for the Loan Accounts, which shall be maintained in accordance with the Loan Documents, shall maintain bank accounts separate from any other Person;

(L) maintain separate books and records and prepare separate financial statements which are not consolidated or combined with the financial statements of any other Person;

(M) not hold itself out to the public or any other Persons, as being other than, a legal entity separate and distinct from any other Person (including any Affiliate);

(N) file its own tax returns and shall not permit its financial results to be consolidated or combined with those of any other Person for financial reporting purposes, except to the extent that the financial results of the Company are, pursuant to the requirements of applicable law or GAAP required to be, and are, in fact, included in the consolidated financial statements of the Member.

provided such consolidated financial statements indicate that the Company and the member are separate legal entities with separate liabilities and assets; and shall not permit any of its funds to be distributed, loaned or otherwise transferred to any other Person;

(O) be at all times adequately capitalized for the normal obligations reasonably foreseeable in a business of its size and character and in light of the Company's contemplated business operations, provided, however that no Member is obligated to contribute capital to the Company in excess of the amounts specifically agreed to be contributed pursuant to Section 13 hereof;

(P) to the fullest extent permitted bylaw, not seek its dissolution or winding up, in whole or in part;

(Q) not commingle its funds and assets with those of any other Person;

(R) maintain its assets in such manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(S) not hold itself out to be responsible for the debts or obligations of any other Person;

(T) do any act which would make it impossible to carry on its ordinary business;

(U) not possess or assign the Mortgaged Property for other than a business or company purpose;

(V) not sell, encumber or otherwise dispose of, all or substantially all of the Mortgaged Property;

(W) not hold title to its assets other than in its own name;

(X) maintain its books, records, resolutions and agreements as official records;

(Y) observe all limited liability company formalities;

(Z) not fail to correct any known misunderstandings regarding its separate identity;

(AA) keep its assets separately identified, maintained and segregated (this restriction requires, among other things, that Company funds shall not be commingled with those of any Affiliate or any other Person, that no funds of the Company will be distributed, loaned or otherwise transferred to any Person except for returns of capital or distributions which are properly authorized by requisite partnership, corporate or limited liability company action and reflected in the

books and records of all applicable parties) and shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliates or any other Person;

(BB) not take any action if, as a result of such action, it would have been or would be required to register as an investment company under the Investment Company Act of 1940, as amended; and

(CC) allocate fairly and reasonably shared expenses, including shared office space and will continue to use separate stationary, invoices and checks; will not have any obligation to indemnify its Members, directors, officers, representatives or Independent Directors, or if it has such an obligation, such obligation is fully subordinated to the Obligations and such indemnification obligations will not constitute a claim against such Person if cash flow in excess of the Obligations is not sufficient to satisfy such indemnification obligations; and such Person's organizational documents require consideration of the interests of the creditors of such Person in connection with all limited liability company actions, as the case may be, of such Person.

Section 10. Independent Directors.

As long as any Obligation is outstanding, the Member shall cause the Company at all times to have at least two Independent Directors who will be appointed by the Member. To the fullest extent permitted by law, including Section 18-1101(c) of the Act, the Independent Directors shall consider only the interests of the Company and its creditors in acting or otherwise voting on the matters referred to in Section 9(i)(iii). No resignation or removal of an Independent Director, and no appointment of a successor Independent Director, shall be effective until such successor (i) shall have accepted his or her appointment as an Independent Director by a written instrument, which may be a counterpart signature page to the Management Agreement and (ii) shall have executed a counterpart to this Agreement as required by Section 5(c). In the event of a vacancy in the position of Independent Director, the Member shall, as soon as practicable, appoint a successor Independent Director. All right, power and authority of the Independent Directors shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement. Except as provided in the second sentence of this Section 10, in exercising their rights and performing their duties under this Agreement, any Independent Director shall have a fiduciary duty of loyalty and care similar to that of a director of a business corporation organized under the General Corporation Law of the State of Delaware. No Independent Director shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

Section 11. Officers.

(a) Officers. The initial Officers of the Company shall be designated by the Member. The additional or successor Officers of the Company shall be chosen by the Board and shall consist of at least a President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any

number of offices may be held by the same person. The Board shall choose a President, a Secretary and a Treasurer. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The salaries of all Officers and agents of the Company shall be fixed by or in the manner prescribed by the Board. The Officers of the Company shall hold office until their successors are chosen and qualified. Any Officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. The initial Officers of the Company designated by the Member are listed on Schedule E hereto.

(b) President. The President shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The President or any other Officer authorized by the President or the Board shall execute all bonds, mortgages and other contracts, except: (i) where required or permitted by law or this Agreement to be otherwise signed and executed, including Section 7(b); (ii) where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company, and (iii) as otherwise permitted in Section 11(c).

(c) Vice President. In the absence of the President or in the event of the President's inability to act, the Vice President, if any (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Directors, or in the absence of any designation, then in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(d) Secretary and Assistant Secretary. The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or shall cause to be given, notice of all meetings of the Member, if any, and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President, under whose supervision the Secretary shall serve. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(e) Treasurer and Assistant Treasurer. The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Company as may be

ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and to the Board, at its regular meetings or when the Board so requires, an account of all of the Treasurer's transactions and of the financial condition of the Company. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(f) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and, subject to Section 9(j), the actions of the Officers taken in accordance with such powers shall bind the Company.

(g) Duties of Board and Officers. Except to the extent otherwise provided herein, each Director and Officer shall have a fiduciary duty of loyalty and care similar to that of directors and officers of business corporations organized under the General Corporation Law of the State of Delaware.

Section 12. Limited Liability.

Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Member nor the Special Member nor any Director shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Special Member or Director of the Company.

Section 13. Capital Contributions.

The Member will contribute to the Company the property listed on Schedule B attached hereto on or before the date of the Loan Agreement. In accordance with Section 5(c), the Special Member shall not be required to make any capital contributions to the Company.

Section 14. Additional Contributions.

The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company at any time upon the written consent of such Member. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule B of this Agreement. The Member and the Special Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 15. Allocation of Profits and Losses.

The Company's profits and losses shall be allocated to the Member.

Section 16. Distributions.

(a) Distributions of capital shall be made to the Member at the times and in the aggregate amounts determined by the Board. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law or any Basic Document or would constitute a default under the Loan Documents.

(b) Any payments made pursuant to the Loan Documents to or for the benefit of the Mezzanine Borrower shall constitute distributions to or at the direction of the Member.

Section 17. Books and Records.

The Board shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Board. The Member and its duly authorized representatives shall have the right to examine the Company books, records and documents during normal business hours. The Company, and the Board on behalf of the Company, shall not have the right to keep confidential from the Member any information that the Board would otherwise be permitted to keep confidential from the Member pursuant to Section 18-305(c) of the Act. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Member.

Section 18. Reports.

(a) Within 60 days after the end of each fiscal quarter, the Board shall cause to be prepared an unaudited report setting forth as of the end of such fiscal quarter:

- (i) unless such quarter is the last fiscal quarter, a balance sheet of the Company; and
- (ii) unless such quarter is the last fiscal quarter, an income statement of the Company for such fiscal quarter.

(b) The Board shall use diligent efforts to cause to be prepared and mailed to the Member, within 90 days after the end of each fiscal year, an audited or unaudited report setting forth as of the end of such fiscal year:

- (i) a balance sheet of the Company;
- (ii) an income statement of the Company for such fiscal year; and

(iii) a statement of the Member's capital account.

(c) The Board shall, after the end of each fiscal year, use reasonable efforts to cause the Company's independent accountants, if any, to prepare and transmit to the Member as promptly as possible any such tax information as may be reasonably necessary to enable the Member to prepare its federal, state and local income tax returns relating to such fiscal year.

Section 19. Other Business.

The Member, the Special Member and any Affiliate of the Member or the Special Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others notwithstanding any provision to the contrary at law or at equity. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement, regardless of whether any such other ventures are competitive with the business of the Company.

Section 20. Exculpation and Indemnification.

(a) Neither the Member nor the Special Member nor any Officer, Director, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member or the Special Member (collectively, the "Covered Persons") shall, to the fullest extent permitted by law, be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 20 by the Company shall be provided out of and to the extent of Company assets only, and the Member and the Special Member shall not have personal liability on account thereof; and provided further, that so long as any Obligation is outstanding, no indemnity payment from funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity under this Section 20 shall be payable from amounts allocable to any other Person pursuant to the Basic Documents.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 20.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Special Members to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section 20 shall survive any termination of this Agreement.

Section 21. Assignments.

Subject to Section 23 and any transfer restrictions contained in the Loan Documents, the Member may pledge or assign in whole or in part its limited liability company interest in the Company. Subject to Section 23, if the Member transfers all of its limited liability company interest in the Company pursuant to this Section 21, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement and upon the registration of the limited liability company interest of the Company on the books of the Company maintained by the Board pursuant to Section 36. Such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding any other provision of this Agreement, any successor to a Member by merger or consolidation in compliance with the Basic Documents shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

Section 22. Resignation.

So long as any Obligation is outstanding, the Member may not resign, except as permitted under the Basic Documents and if the Lender consents in writing and the Rating Agency Condition is satisfied and if an additional member is admitted to the Company pursuant to Section 23. If the Member is permitted to resign pursuant to this Section 22, an additional member of the Company shall be admitted to the Company, subject to Section 23, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement and upon the registration of the limited liability company interest of the Company on the books of the Company maintained by the Board pursuant to Section 36. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

Section 23. Admission of Additional Members and Transfers of Indirect Interests.

(a) One or more additional members of the Company may be admitted to the Company with the written consent of the Member upon the registration of the limited liability company interest of the Company on the books of the Company maintained by the Board pursuant to Section 36; provided, however, that, notwithstanding the foregoing, no additional Member may be admitted to the Company pursuant to Sections 21, 22 or 23, other than pursuant to Section 24(a) or Section 5(c), and no transfer of any direct or to the fullest extent permitted by law indirect interest in the Company may be made that results in a Change in Control of the Company, except as may be expressly provided otherwise in the Loan Documents, unless (1) the Rating Agency Condition is satisfied and (2) the Lender consents in writing

(b) Upon a foreclosure, sale or other transfer of the limited liability company interests in the Company pursuant to that certain Pledge and Security Agreement, dated as of the date of the Loan Agreement (the "Mezzanine Pledge Agreement"), among Member, in its capacity as mezzanine borrower ("Mezzanine Borrower"), and SFT 1, Inc. in its capacity as Mezzanine Lender (together with its successors and assigns, "Mezzanine Lender") the holder of such limited liability company interests shall, upon the execution of a counterpart to this Agreement, automatically be admitted as member of the Company upon such foreclosure, sale or other transfer, with all of the rights and obligations of the Member hereunder, subject to the limitations on transferability of such interests as described in this Section 23. The Company acknowledges that the pledge of the limited liability company interest in the Company made by the Member in connection with the Mezzanine Pledge Agreement shall be a pledge not only of profits and losses of the Company, but also a pledge of all rights and obligations of the Member. Upon a foreclosure, sale or other transfer of the limited liability company interests of the Company pursuant to the Mezzanine Pledge Agreement, the successor Member may transfer its interests in the Company, subject to this Section 23. Notwithstanding any provision in the Act or any other provision contained herein to the contrary, the Member shall be permitted to pledge and, upon any foreclosure of such pledge in connection with the admission of the Mezzanine Lender as a member, to transfer to the Mezzanine Lender its rights and powers to manage and control the affairs of the Company pursuant to the terms of the Mezzanine Pledge Agreement. Upon the exercise of its rights under the Mezzanine Pledge Agreement, the Mezzanine Lender shall have,

among its other powers, the right to appoint and remove Directors pursuant to the terms of Section 9 herein.

(c) Notwithstanding anything to the contrary contained herein, the Member shall not, without the prior written consent of the Mezzanine Lender, issue and shall not permit the issuance of any additional limited liability company interests of the Company other than its initial issuance of limited liability company interests issued on or prior to the date of this Agreement.

Section 24. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner required under Section 5(c) or this Section 24(a) or permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company (other than (i) upon an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Sections 21 and 23, or (ii) the resignation of the Member and the admission of an additional member of the Company pursuant to Sections 22 and 23), to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company or the Member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member or a Special Member or any additional member shall not cause the Member or Special Member or additional member, respectively, to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) Notwithstanding any other provision of this Agreement, each of the Member, the Special Member and any additional member waive any right it might have to agree in writing to dissolve the Company upon the Bankruptcy of the Member, Special Member or additional member, or the occurrence of an event that causes the Member, Special Member or additional member to cease to be a member of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(e) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

Section 25. Waiver of Partition; Nature of Interest.

To the fullest extent permitted by law, each of the Member and the Special Members, and any additional member admitted to the Company hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company, and the Member shall not have the status of a creditor with respect to any distribution pursuant to Section 16 hereof. The interest of the Member in the Company is personal property.

Section 26. Tax Status.

It is intended that the Company shall be a disregarded entity for federal, state, and local income tax purposes.

Section 27. Benefits of Agreement; No Third-Party Rights.

With the exception of the Mezzanine Lender with respect to the provisions of Sections 16(b), 23(b), 23(c) and 23(d) of this Agreement, and with the exception of the Lender under the Basic Documents while the Obligations remain outstanding, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member or a Special Member, and nothing in this Agreement shall be deemed to create any right in any Person (other than Covered Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person, except as provided in Section 30.

Section 28. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 29. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 30. Binding Agreement.

Notwithstanding any other provision of this Agreement, the Member agrees that this Agreement, including, without limitation, the Special Purpose Provisions, constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Member by the Independent Directors and the Lender, in accordance with its terms. In addition, the Independent Directors and the Lender (while the Obligations remain outstanding) shall be intended beneficiaries of this Agreement.

Section 31. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 32. Amendments.

Subject to Section 9(j), this Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Member. Notwithstanding anything to the contrary in this Agreement, so long as any Obligation is outstanding, this Agreement may not be modified, altered, supplemented or amended unless the Lender consents in writing and the Rating Agency Condition is satisfied except: (i) to cure any ambiguity or (ii) to convert or supplement any provision in a manner consistent with the intent of this Agreement and the other Basic Documents.

Section 33. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 34. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2, (b) in the case of the Member, to the Member at its address as listed on Schedule B attached hereto and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party.

Section 35. Effectiveness.

Pursuant to Section 18-201 (d) of the Act, this Agreement shall be effective as of the date hereof.

Section 36. Limited Liability Company Interests

(a) Each limited liability company interest in the Company shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) Article 8 of the Uniform Commercial Code of the State of New York and any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995.

(b) The limited liability company interests in the Company shall not be evidenced by certificates. The Board on behalf of the Company shall maintain books for the purpose of registering the issuance and transfer of limited liability company interests, and, upon any transfer of limited liability company interests in the Company, the Board on behalf of the Company shall notify the registered owner of any applicable restrictions on the transfer of limited liability company interests.

[SIGNATURE PAGE FOLLOWS]

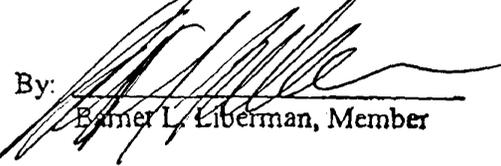
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the 14th day of April 2005.

MEMBER:

LIVEWORK MANAGER, LLC

By: Las Vegas Land Partners, LLC, its sole member

By: 
David J. Mitchell, Member

By: 
Eamer L. Liberman, Member

SPECIAL MEMBERS:


CARRIE TILLMAN


BETH PEOPLES

SCHEDULE A

Definitions

A. Definitions

When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

"Act" has the meaning set forth in the preamble to this Agreement.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

"Agreement" means this Limited Liability Company Agreement of the Company, together with the schedules attached hereto, as amended, restated or supplemented or otherwise modified from time to time.

"Bankruptcy" means, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (vii) if 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated or (viii) admits in writing its inability to pay its debts generally as such debts become due. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Act.

"Basic Documents" means this Agreement, the Management Agreement, the Loan Documents, and all documents and certificates contemplated thereby or delivered in connection therewith.

"Board" or "Board of Directors" means the Board of Directors of the Company.

"Certificate of Formation" means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on April 6, 2005, as may be amended or amended and restated from time to time.

"Change in Control of the Company" means (a) a transfer resulting in a Person that owned less than 49% of the direct or indirect equity interests in the Company upon the closing of the Loan owning 49% or more of such equity interests after the transfer, (b) a transfer or transfers after the closing of the Loan that aggregate of 49% or more of the direct or indirect equity interests in the Company or (c) a change in the equity owners that Control the Company

"Company" means LiveWork, LLC, a Delaware limited liability company.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

"Covered Persons" has the meaning set forth in Section 20(a).

"Directors" means the Persons elected to the Board of Directors from time to time by the Member, including the Independent Directors, in their capacity as managers of the Company. A Director is hereby designated as a "manager" of the Company within the meaning of Section 18-101(10) of the Act.

"Independent Director" means a natural Person who is not at the time of initial appointment, or at any time while serving as a director of the Company, and has not been at any time during the preceding five (5) years: (a) a stockholder, manager, director, officer, employee, partner, member, attorney or counsel of the Company, or an Affiliate of the Company; (b) a creditor, customer, supplier or other Person who derives any of its purchases or revenues from its activities with the Company or any Affiliate of the Company; (c) a Person controlling or under common control with any such stockholder, partner, member, creditor, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, member, creditor, customer, supplier or other Person.. A natural Person who satisfies the foregoing definition other than item (b) shall not be disqualified from serving as an Independent Director of the Company if such individual is an Independent Director provided by a nationally-recognized company that provides professional independent directors or analogous offices and that also provides other corporate services in the ordinary course of its business to the Company or any Affiliate of the Company, or, if such natural Person receives customary director's fees for serving subject to the limitation on fees set forth below. A natural Person who otherwise satisfies the foregoing shall not be disqualified from serving as an Independent Director of the Company if such individual is at the time of initial appointment, or at any time while serving as an Independent Director of the Company, an independent director, member or manager of a "special purpose entity" affiliated with the Company (other than any Person which

owns any direct or indirect equity interest in the Company) if such individual is an Independent Director provided by a nationally-recognized company that provides professional independent directors or managers if the Person serving as such independent Person does not derive more than 5% of his or her annual income from serving as an Independent Director of the Company or any affiliate of the Company. For purposes of this paragraph, a "special purpose entity" is an entity, whose organizational documents contain restrictions on its activities and impose requirements intended to preserve a Person's separateness that are substantially similar to those of the Company, and provide, *inter alia*, that it: (a) is organized for the limited purpose of owning and operating one or more properties, being the general partner or a member of a borrower or, in a securitization context, the limited purpose of issuing mortgage or asset-backed securities; (b) has restrictions on its ability to incur indebtedness, dissolve, liquidate, consolidate, merge and/or sell assets; (c) may not file voluntarily a bankruptcy petition on its own behalf or on behalf of such entity without the consent of the independent director, manager or member; and (d) shall conduct itself and cause the itself to conduct itself in accordance with certain "separateness covenants," including, but not limited to, the maintenance of its and such entity's books, records, bank accounts and assets separate from those of any other person or entity.

"Lender" means SFT I, Inc., a Delaware corporation in its capacity as lender under the Loan Agreement, together with its successors and assigns.

"Loan" means that certain loan in the amount of \$36,500,000.00 to be made by Lender to the Company in accordance with the terms, conditions and provisions of the Loan Documents.

"Loan Agreement" means that certain Loan and Security Agreement dated April 21, 2005 by and between the Company and Lender.

"Loan Documents" means the following documents and instruments, as the same may be amended from time to time:

- (a) Promissory Note (the "Note") made by the Company to Lender in the principal amount of \$36,500,000.00
- (b) Loan Agreement;
- (c) Deed of Trust with Security Agreement and Fixture Filing given by the Company in favor of First American Title Insurance copmany, as trustee, in trust for the benefit of Lender and covering the Mortgaged Property;
- (d) Assignment of Contracts, Agreements and Equipment Leases made by the Company in favor of Lender as further security for the Note;
- (e) Assignment of Licenses, Permits and Approvals, made by the company in favor of the Lender as further security for the Note
- (f) Carveout Guaranty by David J. Mitchell and Barnet L. Liberman for the benefit of Lender;

- (g) Guaranty by David J. Mitchell and Barnett L. Liberman for the benefit of Lender;
- (h) Assignment of Purchase and Option Contracts, given by the Company in favor of the Lender;
- (i) Environmental Indemnity Agreement made by the Company, David J. Mitchell and Barnett L. Liberman for the benefit of Lender;
- (j) Rate Cap Pledge and Security Agreement, made by the Company in favor of Lender;
- (k) Assignment and Subordination of Management Agreement by and among the Company, Lender and APS Management, Inc. d/b/a Shaw & Associates;
- (l) UCC Financing Statements made by the Company, as debtor, for the benefit of Lender, as secured party; and
- (m) any other instruments or documents defined as "Loan Documents" in the Loan Agreement.

"Management Agreement" means the agreement of the Directors in the form attached hereto as Schedule C. The Management Agreement shall be deemed incorporated into, and a part of, this Agreement.

"Material Action" means to the fullest extent permitted by law to liquidate or dissolve the Company in whole or in part, consolidate, merge or enter into any form of consolidation with or into any Person, or convey, transfer or lease the assets of the Company substantially as an entity to any Person or permit any Person to consolidate, merge or enter into any form of consolidation with or into the Company, to file any insolvency, or reorganization case or proceeding, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, to institute proceedings under any applicable insolvency law, to seek any relief under any law relating to relief from debts or the protection of debtors, to consent to the filing or institution of bankruptcy or insolvency proceedings against the Company, to file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy or insolvency, to seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official of or for the Company or a substantial part of its property, to make any assignment for the benefit of creditors of the Company, to admit in writing the Company's inability to pay its debts generally as they become due, or to take action in furtherance of any of the foregoing.

"Member" means LiveWork Manager, LLC, as the initial member of the Company, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company; provided, however, the term "Member" shall not include the Special Members.

"Mezzanine Borrower" shall have the meaning given to such term in Section 23(b) of this Agreement.

"Mezzanine Lender" shall have the meaning given to such term in Section 23(b) of this Agreement.

"Mezzanine Loan Agreement" means that certain Loan Agreement dated April __, 2005, by and between the Mezzanine Lender and Mezzanine Borrower.

"Mezzanine Pledge Agreement" shall have the meaning given to such term in Section 23(c) of this Agreement.

"Mortgaged Property" shall have the meaning given thereto in Section 7(a) of this Agreement.

"Obligations" shall mean the indebtedness, liabilities and obligations of the Company under or in connection with the Loan Documents.

"Officer" means an officer of the Company described in Section 11.

"Officer's Certificate" means a certificate signed by any Officer of the Company who is authorized to act for the Company in matters relating to the Company.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

"Rating Agency" has the meaning assigned to that term in the Loan Documents, or if no such defined term exists, means a nationally-recognized rating agency that is rating or that has rated the Loan or any pool of loans of which the Loan forms a part or any securities issued in connection with a securitization of the Loan or such pool of loans.

"Rating Agency Condition" means with respect to any action taken at any time after the loan evidenced and secured by the Loan Documents has been sold or assigned to a securitization trust, that each Rating Agency shall have notified the Company in writing that such action will not result in a reduction, withdrawal, downgrade or qualification of the then current rating by such Rating Agency of the Loan or any pool of loans of which the Loan forms a part, or of any of securities issued by such securitization trust.

"Special Member" means, upon such person's admission to the Company as a Member of the Company pursuant to Section 5(c), a person acting as Independent Director, in such person's capacity as a member of the Company. A Special Member shall only have the rights and duties expressly set forth in this Agreement.

“Special Purpose Entity” means an entity, whose organizational documents contain restrictions on its purpose and activities and impose requirements intended to preserve the its separateness that are substantially similar to the Special Purpose Provisions of this Agreement.

“Special Purpose Provisions” shall have the meaning given in Section 9(i)(ii) of this Agreement. ||

B. Rules of Construction

Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement.

SCHEDULE B

Member

<u>Name</u>	<u>Mailing Address</u>	<u>Capital Contribution</u>	<u>Membership Interest</u>
LIVEWORK MANAGER, LLC	c/o Mitchell Holdings 20 West 55 th Street 12 th Floor New York, New York 10019	the Mortgaged Property	100%

B-1

262501-3-W

Mitch0162781

60012-0073

Case No.: A-16

RA 008966

SCHEDULE C

Management Agreement

April 14, 2005

LiveWork, LLC
c/o Mitchell Holdings
20 West 55th Street, 12th Floor
New York, New York 10019

Re: Management Agreement -- LiveWork, LLC

Ladies and Gentlemen:

For good and valuable consideration, each of the undersigned Persons, who have been designated as directors of LiveWork, LLC, a Delaware limited liability company (the "Company"), in accordance with the Limited Liability Company Agreement of the Company, dated as of April 14, 2005 as it may be amended or restated from time to time (the "LLC Agreement"), hereby agree as follows:

1. Each of the undersigned accepts such Person's rights and authority as a Director under the LLC Agreement and agrees to perform and discharge such Person's duties and obligations as a Director under the LLC Agreement, and further agrees that such rights, authorities, duties and obligations under the LLC Agreement shall continue until such Person's successor as a Director is designated or until such Person's resignation or removal as a Director in accordance with the LLC Agreement. Each of the undersigned agrees and acknowledges that it has been designated as a "manager" of the Company within the meaning of the Delaware Limited Liability Company Act.

2. So long as any Obligation is outstanding, each of the undersigned agrees, solely in its capacity as a creditor of the Company on account of any indemnification or other payment owing to the undersigned by the Company, not to acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or governmental authority for the purpose of commencing or sustaining a case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company.

3. THIS MANAGEMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, AND ALL RIGHTS AND REMEDIES SHALL BE GOVERNED BY SUCH LAWS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

C-1

263501-3-W

Mitch0162782
60012-0074
Case No.: A-16

RA 008967

Initially capitalized terms used and not otherwise defined herein have the meanings set forth in the LLC Agreement.

This Management Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Management Agreement and all of which together shall constitute one and the same instrument.

C-2

263501-3-W

Mitch0162783

60012-0075

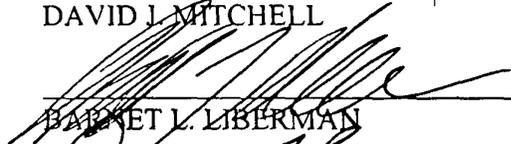
Case No.: A-16

RA 008968

IN WITNESS WHEREOF, the undersigned have executed this Management Agreement as of the day and year first above written.



DAVID L. MITCHELL



BARNETT L. LIBERMAN



CARRIE TILLMAN



BETH PEOPLES

SCHEDULE D

DIRECTORS

1. DAVID J. MITCHELL
2. BARNET L. LIBERMAN
3. CARRIE TILLMAN
4. BETH PEOPLES

D-1

262501-3-W

Mitch0162785

60012-0077

Case No.: A-16

RA 008970

SCHEDULE E

OFFICERS

TITLE

David J. Mitchell

President

Barnet L. Liberman

Vice President

David J. Mitchell

Treasurer

Barnet L. Liberman

Secretary

EXHIBIT C

Certificate of Good Standing

264103-1-W

Mitch0162787

60012-0079

Case No.: A-16

RA 008972

Delaware

PAGE 1

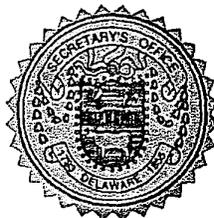
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "LIVWORK, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF FORMATION, FILED THE SIXTH DAY OF APRIL, A.D. 2005, AT 11:18 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.



3951262 8310

050317509

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3823040

DATE: 04-20-05

Mitch0162788

60012-0080

Case No.: A-16

RA 008973

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 47
(BATES RANGE) RA 8974 – RA 9219

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@mujelawoffice.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
Undated	Plaintiffs' Trial Exhibit No. 10042	Volume 6, RA 1078 – RA 1101
Undated	Plaintiffs' Trial Exhibit No. 10043 – Part 1	Volume 7, RA 1102 – RA 1350
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
Undated	Plaintiffs' Trial Exhibit No. 20022	Volume 22, RA 4123 – RA 4124
Undated	Plaintiffs' Trial Exhibit No. 20023	Volume 22, RA 4125 – RA 4144
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
Undated	Plaintiffs' Trial Exhibit No. 20039	Volume 23, RA 4309
Undated	Plaintiffs' Trial Exhibit No. 20040	Volume 23, RA 4310 – RA 4318
Undated	Plaintiffs' Trial Exhibit No. 20041	Volume 23, RA 4319 – RA 4320
Undated	Plaintiffs' Trial Exhibit No. 20042	Volume 23, RA 4321 – RA 4322

Undated	Plaintiffs' Trial Exhibit No. 20043	Volume 23, RA 4323 – RA 4324
Undated	Plaintiffs' Trial Exhibit No. 20044	Volume 23, RA 4325 – RA 4330
Undated	Plaintiffs' Trial Exhibit No. 20047	Volume 23, RA 4331 – RA 4334
Undated	Plaintiffs' Trial Exhibit No. 20052	Volume 23, RA 4335 – RA 4345
Undated	Plaintiffs' Trial Exhibit No. 30009	Volume 23, RA 4346 – RA 4354
Undated	Plaintiffs' Trial Exhibit No. 30011	Volume 23, RA 4355 – RA 4358
Undated	Plaintiffs' Trial Exhibit No. 30012	Volume 23, RA 4359 – RA 4373
Undated	Plaintiffs' Trial Exhibit No. 30013	Volume 23, RA 4374 – RA 4389
Undated	Plaintiffs' Trial Exhibit No. 30014	Volume 23, RA 4390 – RA 4409
Undated	Plaintiffs' Trial Exhibit No. 30015	Volume 23, RA 4410 – RA 4434
Undated	Plaintiffs' Trial Exhibit No. 30041	Volume 23, RA 4435
Undated	Plaintiffs' Trial Exhibit No. 30042	Volume 23, RA 4436
Undated	Plaintiffs' Trial Exhibit No. 30043	Volume 23, RA 4437
Undated	Plaintiffs' Trial Exhibit No. 30044	Volume 23, RA 4438

Undated	Plaintiffs' Trial Exhibit No. 30050	Volume 23, RA 4439
Undated	Plaintiffs' Trial Exhibit No. 30051	Volume 23, RA 4440
Undated	Plaintiffs' Trial Exhibit No. 30052	Volume 23, RA 4441
Undated	Plaintiffs' Trial Exhibit No. 30053	Volume 23, RA 4442 – RA 4447
Undated	Plaintiffs' Trial Exhibit No. 30055	Volume 23, RA 4448 – RA 4449
Undated	Plaintiffs' Trial Exhibit No. 30058	Volume 23, RA 4450
Undated	Plaintiffs' Trial Exhibit No. 30059	Volume 23, RA 4451
Undated	Plaintiffs' Trial Exhibit No. 30071	Volume 23, RA 4452 – RA 4456
Undated	Plaintiffs' Trial Exhibit No. 30077	Volume 23, RA 4457
Undated	Plaintiffs' Trial Exhibit No. 30078	Volume 23, RA 4458
Undated	Plaintiffs' Trial Exhibit No. 30079	Volume 23, RA 4459
Undated	Plaintiffs' Trial Exhibit No. 30089	Volume 24, RA 4460 – RA 4512
Undated	Plaintiffs' Trial Exhibit No. 30090	Volume 24, RA 4513 – RA 4573
Undated	Plaintiffs' Trial Exhibit No. 30091	Volume 24, RA 4474 – RA 4638
Undated	Plaintiffs' Trial Exhibit No. 30092	Volume 25, RA 4639
Undated	Plaintiffs' Trial Exhibit No. 30094	Volume 25, RA 4640 – RA 4653

Undated	Plaintiffs' Trial Exhibit No. 30096	Volume 25, RA 4654 – RA 4658
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 1	Volume 26, RA 4659 – RA 4908
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 2	Volume 27, RA 4909 – RA 5158
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 3	Volume 28, RA 5159 – RA 5408
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 4	Volume 29, RA 5409 – RA 5658
Undated	Plaintiffs' Trial Exhibit No. 30097 – Part 5	Volume 30, RA 5659 – RA 5842
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 1	Volume 31, RA 5843 – RA 6092
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 2	Volume 32, RA 6093 – RA 6338
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 3	Volume 33, RA 6339 – RA 6588
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 4	Volume 34, RA 6589 – RA 6838
Undated	Plaintiffs' Trial Exhibit No. 30098 – Part 5	Volume 35, RA 6839 – RA 6995
Undated	Plaintiffs' Trial Exhibit No. 30101	Volume 36, RA 6996 – RA 7003
Undated	Plaintiffs' Trial Exhibit No. 30102	Volume 36, RA 7004 – RA 7010

Undated	Plaintiffs' Trial Exhibit No. 30103	Volume 36, RA 7011
Undated	Plaintiffs' Trial Exhibit No. 30104	Volume 36, RA 7012 – RA 7018
Undated	Plaintiffs' Trial Exhibit No. 30105	Volume 36, RA 7019 – RA 7026
Undated	Plaintiffs' Trial Exhibit No. 30106	Volume 36, RA 7027 – RA 7034
Undated	Plaintiffs' Trial Exhibit No. 30107	Volume 36, RA 7035
Undated	Plaintiffs' Trial Exhibit No. 40003	Volume 36, RA 7036
Undated	Plaintiffs' Trial Exhibit No. 40004	Volume 36, RA 7037 – RA 7038
Undated	Plaintiffs' Trial Exhibit No. 40008	Volume 36, RA 7039
Undated	Plaintiffs' Trial Exhibit No. 40009	Volume 36, RA 7040 – RA 7161
Undated	Plaintiffs' Trial Exhibit No. 40010	Volume 37, RA 7162 – RA 7254
Undated	Plaintiffs' Trial Exhibit No. 40014	Volume 37, RA 7255 – RA 7303
Undated	Plaintiffs' Trial Exhibit No. 40017	Volume 37, RA 7304
Undated	Plaintiffs' Trial Exhibit No. 40018	Volume 37, RA 7305 – RA 7308

Undated	Plaintiffs' Trial Exhibit No. 40019	Volume 37, RA 7309 – RA 7313
Undated	Plaintiffs' Trial Exhibit No. 40020	Volume 37, RA 7314 – RA 7320
Undated	Plaintiffs' Trial Exhibit No. 40021	Volume 37, RA 7321 – RA 7325
Undated	Plaintiffs' Trial Exhibit No. 40022	Volume 37, RA 7326 – RA 7330
Undated	Plaintiffs' Trial Exhibit No. 40023	Volume 37, RA 7331 – RA 7337
Undated	Plaintiffs' Trial Exhibit No. 40024	Volume 37, RA 7338 – RA 7341
Undated	Plaintiffs' Trial Exhibit No. 40025	Volume 37, RA 7342 – RA 7353
Undated	Plaintiffs' Trial Exhibit No. 40026	Volume 37, RA 7354 – RA 7357
Undated	Plaintiffs' Trial Exhibit No. 40027	Volume 37, RA 7358 – RA 7395
Undated	Plaintiffs' Trial Exhibit No. 40028	Volume 37, RA 7396 – RA 7399
Undated	Plaintiffs' Trial Exhibit No. 40029	Volume 37, RA 7400 – RA 7404
Undated	Plaintiffs' Trial Exhibit No. 40030	Volume 37, RA 7405 – RA 7409
Undated	Plaintiffs' Trial Exhibit No. 40031	Volume 38, RA 7410 – RA 7468

Undated	Plaintiffs' Trial Exhibit No. 40032	Volume 38, RA 7469 – RA 7472
Undated	Plaintiffs' Trial Exhibit No. 40033	Volume 38, RA 7473 – RA 7477
Undated	Plaintiffs' Trial Exhibit No. 40034	Volume 38, RA 7478 – RA 7483
Undated	Plaintiffs' Trial Exhibit No. 40035	Volume 38, RA 7484 – RA 7489
Undated	Plaintiffs' Trial Exhibit No. 40036	Volume 38, RA 7490 – RA 7495
Undated	Plaintiffs' Trial Exhibit No. 40037	Volume 38, RA 7496 – RA 7501
Undated	Plaintiffs' Trial Exhibit No. 40038	Volume 38, RA 7502 – RA 7508
Undated	Plaintiffs' Trial Exhibit No. 40039	Volume 38, RA 7509 – RA 7514
Undated	Plaintiffs' Trial Exhibit No. 40045	Volume 38, RA 7515 – RA 7531
Undated	Plaintiffs' Trial Exhibit No. 50003	Volume 39, RA 7532 – RA 7591
Undated	Plaintiffs' Trial Exhibit No. 50004	Volume 39, RA 7592 – RA 7608

Undated	Plaintiffs' Trial Exhibit No. 50005	Volume 39, RA 7609 – RA 7610
Undated	Plaintiffs' Trial Exhibit No. 50009	Volume 39, RA 7611 – RA 7630
Undated	Plaintiffs' Trial Exhibit No. 50010	Volume 39, RA 7631 – RA 7665
Undated	Plaintiffs' Trial Exhibit No. 50011	Volume 39, RA 7666 – RA 7676
Undated	Plaintiffs' Trial Exhibit No. 50012	Volume 39, RA 7677 – RA 7686
Undated	Plaintiffs' Trial Exhibit No. 50013	Volume 39, RA 7687 – RA 7702
Undated	Plaintiffs' Trial Exhibit No. 50014	Volume 39, RA 7703 – RA 7725
Undated	Plaintiffs' Trial Exhibit No. 50015	Volume 39, RA 7726 – RA 7751
Undated	Plaintiffs' Trial Exhibit No. 50016	Volume 39, RA 7752 – RA 7772
Undated	Plaintiffs' Trial Exhibit No. 50017	Volume 40, RA 7773 – RA 7794
Undated	Plaintiffs' Trial Exhibit No. 50018	Volume 40, RA 7795 – RA 7816
Undated	Plaintiffs' Trial Exhibit No. 50019	Volume 40, RA 7817 – RA 7840
Undated	Plaintiffs' Trial Exhibit No. 50020	Volume 40, RA 7841 – RA 7870

Undated	Plaintiffs' Trial Exhibit No. 50021	Volume 40, RA 7871 – RA 7892
Undated	Plaintiffs' Trial Exhibit No. 50022	Volume 40, RA 7893 – RA 7914
Undated	Plaintiffs' Trial Exhibit No. 50023	Volume 40, RA 7915 – RA 7935
Undated	Plaintiffs' Trial Exhibit No. 50024	Volume 40, RA 7936 – RA 7967
Undated	Plaintiffs' Trial Exhibit No. 50025 – Part 1	Volume 41, RA 7968 – RA 8092
Undated	Plaintiffs' Trial Exhibit No. 50025 – Part 2	Volume 42, RA 8093 – RA 8236
Undated	Plaintiffs' Trial Exhibit No. 50027 – Part 1	Volume 43, RA 8237 – RA 8386
Undated	Plaintiffs' Trial Exhibit No. 50027 Part 2	Volume 44, RA 8387 – RA 8574
Undated	Plaintiffs' Trial Exhibit No. 50028 – Part 1	Volume 45, RA 8575 – RA 8774
Undated	Plaintiffs' Trial Exhibit No. 50028 – Part 2	Volume 46, RA 8775 – RA 8855
Undated	Plaintiffs' Trial Exhibit No. 50034	Volume 46, RA 8856 – RA 8864
Undated	Plaintiffs' Trial Exhibit No. 50035	Volume 46, RA 8865 – RA 8870
Undated	Plaintiffs' Trial Exhibit No. 50036	Volume 46, RA 8871 – RA 8873

Undated	Plaintiffs' Trial Exhibit No. 60007	Volume 46, RA 8874
Undated	Plaintiffs' Trial Exhibit No. 60008	Volume 46, RA 8875
Undated	Plaintiffs' Trial Exhibit No. 60009	Volume 46, RA 8876
Undated	Plaintiffs' Trial Exhibit No. 60010	Volume 46, RA 8877 – RA 8888
Undated	Plaintiffs' Trial Exhibit No. 60011	Volume 46, RA 8889 – RA 8893
Undated	Plaintiffs' Trial Exhibit No. 60012	Volume 46, RA 8894 – RA 8973
Undated	Plaintiffs' Trial Exhibit No. 60014	Volume 47, RA 8974 – RA 8976
Undated	Plaintiffs' Trial Exhibit No. 60015	Volume 47, RA 8977 – RA 8979
Undated	Plaintiffs' Trial Exhibit No. 60016	Volume 47, RA 8990 – RA 8982
Undated	Plaintiffs' Trial Exhibit No. 60025	Volume 47, RA 8983

Undated	Plaintiffs' Trial Exhibit No. 60026	Volume 47, RA 8984
Undated	Plaintiffs' Trial Exhibit No. 60027	Volume 47, RA 8985
Undated	Plaintiffs' Trial Exhibit No. 60028	Volume 47, RA 8986
Undated	Plaintiffs' Trial Exhibit No. 60032	Volume 47, RA 8987 – RA 8990
Undated	Plaintiffs' Trial Exhibit No. 60033	Volume 47, RA 8991 – RA 8997
Undated	Plaintiffs' Trial Exhibit No. 60034	Volume 47, RA 8998 – RA 9004
Undated	Plaintiffs' Trial Exhibit No. 60035	Volume 47, RA 9005 – RA 9008
Undated	Plaintiffs' Trial Exhibit No. 60036	Volume 47, RA 9009 – RA 9013
Undated	Plaintiffs' Trial Exhibit No. 60037	Volume 47, RA 9014 – RA 9020
Undated	Plaintiffs' Trial Exhibit No. 60038	Volume 47, RA 9021 – RA 9025
Undated	Plaintiffs' Trial Exhibit No. 60045	Volume 47, RA 9026 – RA 9198
Undated	Plaintiffs' Trial Exhibit No. 60046	Volume 47, RA 9199 – RA 9200
Undated	Plaintiffs' Trial Exhibit No. 60047	Volume 47, RA 9201 – RA 9204
Undated	Plaintiffs' Trial Exhibit No. 60048	Volume 47, RA 9205

Undated	Plaintiffs' Trial Exhibit No. 60049	Volume 47, RA 9206 – RA 9209
Undated	Plaintiffs' Trial Exhibit No. 60050	Volume 47, RA 9210 – RA 9219
Undated	Plaintiffs' Trial Exhibit No. 60051	Volume 48, RA 9220 – RA 9243
Undated	Plaintiffs' Trial Exhibit No. 60052	Volume 48, RA 9244 – RA 9269
Undated	Plaintiffs' Trial Exhibit No. 60054	Volume 48, RA 9270 – RA 9273
Undated	Plaintiffs' Trial Exhibit No. 60057	Volume 48, RA 9274 – RA 9283
Undated	Plaintiffs' Trial Exhibit No. 60058	Volume 48, RA 9284 – RA 9296
Undated	Plaintiffs' Trial Exhibit No. 60060	Volume 48, RA 9297 – RA 9298
Undated	Plaintiffs' Trial Exhibit No. 60061	Volume 48, RA 9299 – RA 9303
Undated	Plaintiffs' Trial Exhibit No. 60062	Volume 48, RA 9304 – RA 9310
Undated	Plaintiffs' Trial Exhibit No. 60064	Volume 48, RA 9311 – RA 9314
Undated	Plaintiffs' Trial Exhibit No. 60065	Volume 48, RA 9315 – RA 9317
Undated	Plaintiffs' Trial Exhibit No. 60066	Volume 48, RA 9318 – RA 9322

Undated	Plaintiffs' Trial Exhibit No. 60068	Volume 48, RA 9323 – RA 9324
Undated	Plaintiffs' Trial Exhibit No. 60069	Volume 48, RA 9325 – RA 9331
Undated	Plaintiffs' Trial Exhibit No. 70001	Volume 48, RA 9332 – RA 9333
Undated	Plaintiffs' Trial Exhibit No. 70005	Volume 48, RA 9334 – RA 9337
Undated	Plaintiffs' Trial Exhibit No. 70008	Volume 48, RA 9338
Undated	Plaintiffs' Trial Exhibit No. 70010	Volume 48, RA 9339 – RA 9340
Undated	Plaintiffs' Trial Exhibit No. 70013	Volume 48, RA 9341 – RA 9372
Undated	Plaintiffs' Trial Exhibit No. 70014	Volume 48, RA 9373 – RA 9393
Undated	Plaintiffs' Trial Exhibit No. 70016	Volume 48, RA 9394 – RA 9409
Undated	Plaintiffs' Trial Exhibit No. 70017	Volume 48, RA 9310 – RA 9425
Undated	Plaintiffs' Trial Exhibit No. 70022	Volume 48, RA 9426 – RA 9449
Undated	Plaintiffs' Trial Exhibit No. 70024	Volume 48, RA 9450 – RA 9452
Undated	Plaintiffs' Trial Exhibit No. 70027	Volume 48, RA 9453
Undated	Plaintiffs' Trial Exhibit No. 70051	Volume 48, RA 9454 – RA 9456

Undated	Plaintiffs' Trial Exhibit No. 70057	Volume 48, RA 9457 – RA 9460
Undated	Plaintiffs' Trial Exhibit No. 70058	Volume 48, RA 9461 – RA 9463
Undated	Plaintiffs' Trial Exhibit No. 70059	Volume 48, RA 9464 – RA 9467
Undated	Plaintiffs' Trial Exhibit No. 70061	Volume 48, RA 9468
Undated	Plaintiffs' Trial Exhibit No. 70068	Volume 48, RA 9469

CHRONOLOGICAL TABLE OF CONTENTS
OF CONFIDENTIAL SEALED EXHIBITS

Date	Description	Volume/Bates No.
10/07/2019	Appendix to Plaintiffs' Opposition to Motion for Summary Judgment and Countermotion for Discovery Pursuant to NRCP 46(d), 100719 (Redacted)	Volume 49, RA 9470 – RA 9474
Undated	Plaintiffs' Trial Exhibit 5	Volume 49, RA 9475 – RA 9477
Undated	Plaintiffs' Trial Exhibit 13	Volume 49, RA 9478 – RA 9511
Undated	Plaintiffs' Trial Exhibit 14	Volume 49, RA 9512 – RA 9516
Undated	Plaintiffs' Trial Exhibit 15	Volume 49, RA 9517 – RA 9526
Undated	Plaintiffs' Trial Exhibit 29	Volume 49, RA 9527

Undated	Plaintiffs' Trial Exhibit 33	Volume 49, RA 9528
Undated	Plaintiffs' Trial Exhibit 36	Volume 49, RA 9529 – RA 9564
Undated	Plaintiffs' Trial Exhibit 37	Volume 49, RA 9565 – RA 9570
Undated	Plaintiffs' Trial Exhibit 46	Volume 49, RA 9571 – RA 9624
Undated	Plaintiffs' Trial Exhibit 49	Volume 49, RA 9625 – RA 9626
Undated	Plaintiffs' Trial Exhibit 50	Volume 49, RA 9627 – RA 9700
Undated	Plaintiffs' Trial Exhibit 51	Volume 50, RA 9701 – RA 9709
Undated	Plaintiffs' Trial Exhibit 53	Volume 50, RA 9710 – RA 9714
Undated	Plaintiffs' Trial Exhibit 54	Volume 50, RA 9715 – RA 9716
Undated	Plaintiffs' Trial Exhibit 55	Volume 50, RA 9717

Undated	Plaintiffs' Trial Exhibit 10001	Volume 50, RA 9718 – RA 9749
Undated	Plaintiffs' Trial Exhibit 10009	Volume 50, RA 9750 – RA 9769
Undated	Plaintiffs' Trial Exhibit 10010	Volume 50, RA 9770 – RA 9805
Undated	Plaintiffs' Trial Exhibit 10011	Volume 50, RA 9806 – RA 9826
Undated	Plaintiffs' Trial Exhibit 10012	Volume 50, RA 9827 – RA 9845
Undated	Plaintiffs' Trial Exhibit 10013	Volume 51, RA 9846 – RA 9879
Undated	Plaintiffs' Trial Exhibit 10016	Volume 51, RA 9880
Undated	Plaintiffs' Trial Exhibit 10017	Volume 51, RA 9881
Undated	Plaintiffs' Trial Exhibit 10019	Volume 51, RA 9882 – RA 9899
Undated	Plaintiffs' Trial Exhibit 10020	Volume 51, RA 9900 – RA 9905
Undated	Plaintiffs' Trial Exhibit 10021	Volume 51, RA 9906 – RA 9923
Undated	Plaintiffs' Trial Exhibit 10023	Volume 51, RA 9924 – RA 9947
Undated	Plaintiffs' Trial Exhibit 10024	Volume 51, RA 9948
Undated	Plaintiffs' Trial Exhibit 10025	Volume 51, RA 9949 – RA 9970

Undated	Plaintiffs' Trial Exhibit 10026	Volume 51, RA 9971 – RA 10016
Undated	Plaintiffs' Trial Exhibit 10027	Volume 52, RA 10017 – RA 10113
Undated	Plaintiffs' Trial Exhibit 10028	Volume 52, RA 10114 – RA 10192
Undated	Plaintiffs' Trial Exhibit 10029	Volume 52, RA 10193 – RA 10210
Undated	Plaintiffs' Trial Exhibit 10030	Volume 52, RA 10211 – RA 10232
Undated	Plaintiffs' Trial Exhibit 10031	Volume 53, RA 10233 – RA 10404
Undated	Plaintiffs' Trial Exhibit 10032	Volume 54, RA 10405 – RA 10428
Undated	Plaintiffs' Trial Exhibit 10033	Volume 54, RA 10429 – RA 10451
Undated	Plaintiffs' Trial Exhibit 10034	Volume 54, RA 10452 – RA 10471
Undated	Plaintiffs' Trial Exhibit 10035	Volume 54, RA 10472 – RA 10503
Undated	Plaintiffs' Trial Exhibit 10047	Volume 54, RA 10504 – RA 10547
Undated	Plaintiffs' Trial Exhibit 10048	Volume 54, RA 10548 – RA 10595
Undated	Plaintiffs' Trial Exhibit 10049	Volume 55, RA 10596 – RA 10646

Undated	Plaintiffs' Trial Exhibit 10050	Volume 55, RA 10647 – RA 10708
Undated	Plaintiffs' Trial Exhibit 10051	Volume 55, RA 10709 – RA 10709
Undated	Plaintiffs' Trial Exhibit 10052	Volume 55, RA 10716 – RA 10772
Undated	Plaintiffs' Trial Exhibit 20002 – Part 1	Volume 56, RA 10773 – RA 10972
Undated	Plaintiffs' Trial Exhibit 20002 – Part 2	Volume 57, RA 10973 – RA 11163
Undated	Plaintiffs' Trial Exhibit 20021	Volume 57, RA 11164 – RA 11187
Undated	Plaintiffs' Trial Exhibit 20027	Volume 58, RA 11188 – RA 11191
Undated	Plaintiffs' Trial Exhibit 20028	Volume 58, RA 11192 – RA 11195
Undated	Plaintiffs' Trial Exhibit 20045	Volume 58, RA 11196 – RA 11209
Undated	Plaintiffs' Trial Exhibit 20046	Volume 58, RA 11210 – RA 11232
Undated	Plaintiffs' Trial Exhibit 20053	Volume 58, RA 11233
Undated	Plaintiffs' Trial Exhibit 30001	Volume 58, RA 11234
Undated	Plaintiffs' Trial Exhibit 30003	Volume 58, RA 11235 – RA 11245
Undated	Plaintiffs' Trial Exhibit 30016	Volume 58, RA 11246 – RA 11282

Undated	Plaintiffs' Trial Exhibit 30017	Volume 58, RA 11283 – RA 11293
Undated	Plaintiffs' Trial Exhibit 30018	Volume 59, RA 11294 – RA 11296
Undated	Plaintiffs' Trial Exhibit 30019	Volume 59, RA 11297 – RA 11398
Undated	Plaintiffs' Trial Exhibit 30020	Volume 59, RA 11399 – RA 11416
Undated	Plaintiffs' Trial Exhibit 30021	Volume 59, RA 11417 – RA 11437
Undated	Plaintiffs' Trial Exhibit 30022	Volume 59, RA 11438 – RA 11454
Undated	Plaintiffs' Trial Exhibit 30023	Volume 59, RA 11455 – RA 11470
Undated	Plaintiffs' Trial Exhibit 30024	Volume 59, RA 11455 – RA 11470
Undated	Plaintiffs' Trial Exhibit 30025	Volume 59, RA 11471 – RA 11483
Undated	Plaintiffs' Trial Exhibit 30026	Volume 59, RA 11484 – RA 11489
Undated	Plaintiffs' Trial Exhibit 30027	Volume 60, RA 11490 – RA 11499
Undated	Plaintiffs' Trial Exhibit 30028	Volume 60, RA 11500 – RA 11534
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
---------	--	-----------------------------------

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@mujelawoffice.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 47 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

SKE Group, LLC

CERTIFIED PUBLIC ACCOUNTANTS

2 Buck Lane
Marlboro, NJ 07746
Tel (732) 761-1120
Fax (732) 907-1827

41 East 60th Street
New York, NY 10022
(212) 223-3230
(646) 292-5172

January 15, 2008

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

Mitch1374812

60014-0001

Case No.: A-16

RA 008974

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than “tax shelters” may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a “tax shelter” if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is “substantial authority” for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

Mitch1374813

60014-0002

Case No.: A-16

RA 008975

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,



Sam Spitz, CPA
SKE Group, LLC

Accepted:

LVLP HOLDINGS, LLC
David Mitchell, Managing member

Date

Mitch1374814
60014-0003
Case No.: A-16

RA 008976

January 15, 2008

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

Mitch1374848

60015-0001

Case No.: A-16

RA 008977

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than “tax shelters” may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a “tax shelter” if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is “substantial authority” for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

Mitch1374849

60015-0002
Case No.: A-16

RA 008978

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:

LVLV HOLDINGS, LLC
David Mitchell, Managing member

Date

Mitch1374850

60015-0003

Case No.: A-16

RA 008979

SKE Group, LLC
CERTIFIED PUBLIC ACCOUNTANTS

2 Buck Lane
Marlboro, NJ 07746
Tel (732) 761-1120
Fax (732) 907-1827

41 East 60th Street
New York, NY 10022
(212) 228-3230
(646) 292-5172

January 15, 2008

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

Mitch1379340

60016-0001
Case No.: A-16

RA 008980

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a "tax shelter" if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

Mitch1379341

60016-0002
Case No.: A-16

RA 008981

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,



Sam Spitz, CPA
SKE Group, LLC

Accepted: 

LVLP HOLDINGS, LLC
David Mitchell, Managing member

1-15-08

Date

From: Sam Spitz <sam@skecpa.com>
Sent: Monday, October 24, 2016 9:38 AM EDT
To: David Mitchell <djm@mitchellholdings.com>
Subject: last financial statement
Attachment(s): "David Mitchell financial statement April 26, 2011.pdf"

Attached is a sample of your last financial

Sam K. Spitz, Esq., CPA
sam@skecpa.com



www.skecpa.com

16 Village Court
Hazlet, NJ 07730

Direct (732) 847-4623
General (732) 761-1120
Fax (732) 847-4426

New York Office

General (212) 223-3230
Fax (646) 292-5172

Visit our website <http://www.skecpa.com> for FREE Tax saving information.

The greatest compliment a professional can receive is a referral, I welcome the opportunity to work with people like yourself.

PRIVILEGED AND CONFIDENTIAL

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

Disclaimer

Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, SKE Group LLC would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

Mitch0185094

60025-0001

Case No.: A-16

RA 008983

Statement

SKE GROUP, LLC

16 Village Court
 Hazlet, NJ 07730

Date

8/24/2017

MR. DAVID MITCHELL
 LAS VEGAS LAND PARTNERS, LLC
 745 FIFTH AVENUE
 NEW YORK, N.Y. 10065

Date	Transaction			Amount	Balance
10/11/2016	INV #10200. Orig. Amount \$4,525.00. --- PART \$4,525.00			1,762.50	1,762.50
08/24/2017	INV #11056. Orig. Amount \$2,450.00. --- PART \$2,450.00			2,450.00	4,212.50
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
2,450.00	0.00	0.00	0.00	1,762.50	\$4,212.50

MITDEF000461

60026-0001
Case No.: A-16

RA 008984

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 8/24/2017

Invoice #: 11056

MR. DAVID MITCHELL
LAS VEGAS LAND PARTNERS, LLC
801 MADISON AVENUE, 4th FLOOR
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

PREPARATION OF PARTNERSHIP INCOME TAX RETURNS for 2016	2,450.00
--	----------

Total	\$2,450.00
-------	------------

Thank you for your prompt payment.

MITDEF000462

60027-0001
Case No.: A-16
RA 008985

SKE GROUP LLC
16 VILLAGE COURT
HAZLET, NJ 07730
732-761-1120

Client 225
August 24, 2017

LVL HOLDINGS LLC
815 FIFTH AVENUE c/o MITCHELL
NEW YORK, NY 10065
(212) 486-4444

INVOICE

FEDERAL FORMS

Form 1065	2016 U.S. Return of Partnership Income
Schedule B-1	Information on Partners Owning 50% or More
Schedule K-1	Partner's Share of Income, Deductions, Credits
Schedule M-3	Net Income (Loss) Reconciliation
Form 7004	Automatic Extension of Time to File
Form 8879-PE	IRS e-file Signature Authorization
	Depreciation Schedules

NEW YORK FORMS

Form IT-204	2016 New York State Partnership Return
Form IT-204-IP	New York Partner's Schedule K-1
Form IT-204-LL	2016 Partnership, LLC, and LLP Filing Fee Payment
Form IT-370-PF	New York State Application for Extension
Form TR-579-PT	Signature Authorization
Efile Certification	Efile Certification
	New York Depreciation Schedules

FEE SUMMARY

Preparation Fee

MITDEF000463

60028-0001
Case No.: A-16
RA 008986

From: Sam Spitz <sam@skecpa.com>
Sent: Tuesday, February 06, 2018 5:03 PM EST
To: David Mitchell <djm@mitchellholdings.com>
Subject: engagement letter
Attachment(s): "lvlp eng letter.pdf"

Attached is engagement letter for you to sign

Sam K. Spitz, Esq., CPA
sam@skecpa.com



www.skecpa.com

16 Village Court
Hazlet, NJ 07730

Direct (732) 847-4623
General (732) 761-1120
Fax (732) 847-4426

New York Office

General (212) 223-3230
Fax (646) 292-5172

Visit our website <http://www.skecpa.com> for FREE Tax saving information.

The greatest compliment a professional can receive is a referral, I welcome the opportunity to work with people like yourself.

PRIVILEGED AND CONFIDENTIAL

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

Disclaimer

Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, SKE Group LLC would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

Mitch1320444

60032-0001

Case No.: A-16

RA 008987

SKE Group, LLC

CERTIFIED PUBLIC ACCOUNTANTS

2 Buck Lane
Marlboro, NJ 07746
Tel (732) 761-1120
Fax (732) 907-1827

41 East 60th Street
New York, NY 10022
(212) 223-3230
(646) 292-5172

January 15, 2008

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

Mitch1320445

60032-0002

Case No.: A-16

RA 008988

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than “tax shelters” may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a “tax shelter” if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is “substantial authority” for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

Mitch1320446

60032-0003

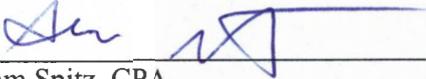
Case No.: A-16

RA 008989

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,



Sam Spitz, CPA
SKE Group, LLC

Accepted:

LVLP HOLDINGS, LLC
David Mitchell, Managing member

Date

From: David Mitchell <djm@mitchellholdings.com>
Sent: Tuesday, February 06, 2018 5:44 PM EST
To: Samantha Gergen <sg@mitchellholdings.com>
Subject: Fwd: engagement letter
Attachment(s): "image001.jpg","ATT00001.htm","lvlp eng letter.pdf","ATT00002.htm"

.....
DAVID MITCHELL
.....
Mitchell Holdings LLC
745 Fifth Avenue
New York NY 10151
USA
1212-486-4444
djm@mitchellholdings.com

Begin forwarded message:

From: Sam Spitz <sam@skecpa.com>
Date: February 6, 2018 at 5:03:19 PM EST
To: "David Mitchell (djm@mitchellholdings.com)" <djm@mitchellholdings.com>
Subject: engagement letter

Attached is engagement letter for you to sign

Sam K. Spitz, Esq., CPA
sam@skecpa.com

www.skecpa.com

16 Village Court

Hazlet, NJ 07730

Direct (732) 847-4623

General (732) 761-1120

Fax (732) 847-4426

New York Office

General (212) 223-3230

Fax (646) 292-5172

Visit our website <http://www.skecpa.com> for FREE Tax saving information.

The greatest compliment a professional can receive is a referral, I welcome the opportunity to work with people like yourself.

PRIVILEGED AND CONFIDENTIAL

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

Disclaimer

Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, SKE Group LLC would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

Mitch1189400

60033-0002

Case No.: A-16

RA 008992

Mitch1189401

60033-0003

Case No.: A-16

RA 008993



SME GROUP, LLC
Certified Public Accountants
and Business Consultants

Mitch1189402

60033-0004

Case No.: A-16

RA 008994

SKE Group, LLC

CERTIFIED PUBLIC ACCOUNTANTS

2 Buck Lane
Marlboro, NJ 07746
Tel (732) 761-1120
Fax (732) 907-1827

41 East 60th Street
New York, NY 10022
(212) 223-3230
(646) 292-5172

January 15, 2008

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

Mitch1189403

60033-0005

Case No.: A-16

RA 008995

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than “tax shelters” may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a “tax shelter” if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is “substantial authority” for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

Mitch1189404

60033-0006

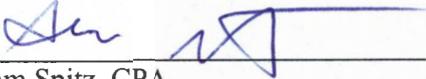
Case No.: A-16

RA 008996

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,



Sam Spitz, CPA
SKE Group, LLC

Accepted:

LVLP HOLDINGS, LLC
David Mitchell, Managing member

Date

From: David Mitchell <djm@mitchellholdings.com>
Sent: Tuesday, February 06, 2018 5:03 PM EST
To: Samantha Gergen <sg@mitchellholdings.com>
Subject: Fwd: engagement letter
Attachment(s): "image001.jpg","ATT00001.htm","lvp eng letter.pdf","ATT00002.htm"

Print

.....
DAVID MITCHELL

.....
Mitchell Holdings LLC
745 Fifth Avenue
New York NY 10151
USA
1212-486-4444
djm@mitchellholdings.com

Begin forwarded message:

From: Sam Spitz <sam@skecpa.com>
Date: February 6, 2018 at 5:03:19 PM EST
To: "David Mitchell (djm@mitchellholdings.com)" <djm@mitchellholdings.com>
Subject: engagement letter

Attached is engagement letter for you to sign

Sam K. Spitz, Esq., CPA
sam@skecpa.com

Mitch1189392
60034-0001
Case No.: A-16
RA 008998

www.skecpa.com

16 Village Court

Hazlet, NJ 07730

Direct (732) 847-4623

General (732) 761-1120

Fax (732) 847-4426

New York Office

General (212) 223-3230

Fax (646) 292-5172

Visit our website <http://www.skecpa.com> for FREE Tax saving information.

The greatest compliment a professional can receive is a referral, I welcome the opportunity to work with people like yourself.

PRIVILEGED AND CONFIDENTIAL

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

Disclaimer

Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, SKE Group LLC would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

Mitch1189393

60034-0002

Case No.: A-16

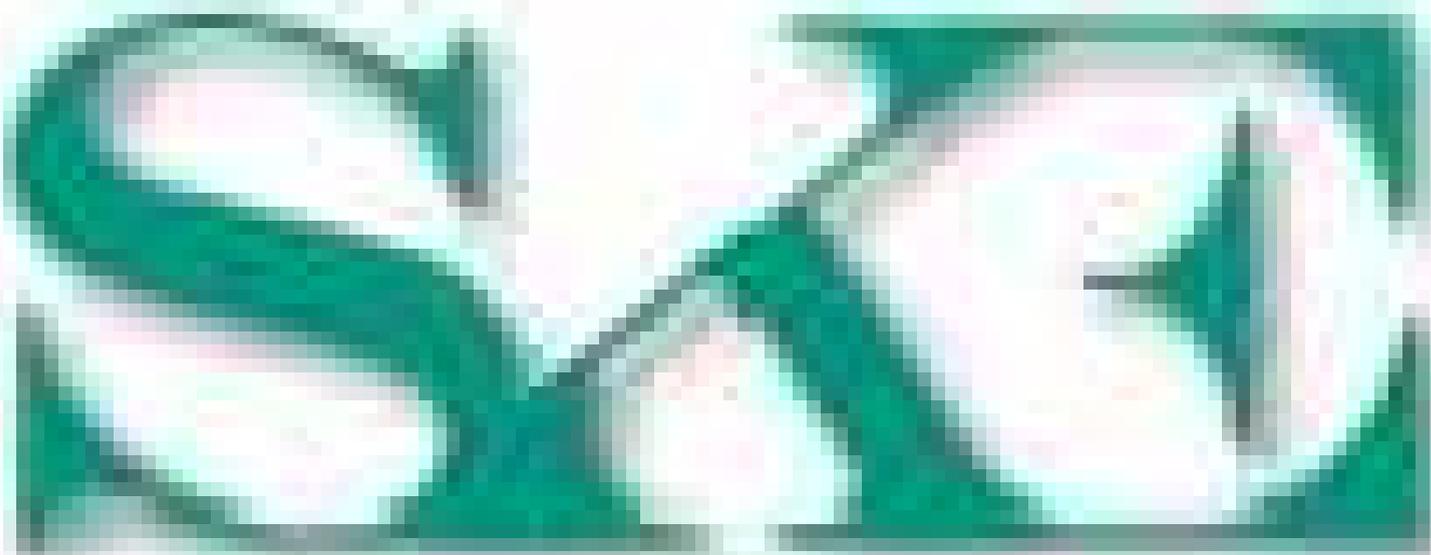
RA 008999

Mitch1189394

60034-0003

Case No.: A-16

RA 009000



SME GROUP, LLC
Certified Public Accountants
and Business Consultants

Mitch1189395

60034-0004

Case No.: A-16

RA 009001

SKE Group, LLC

CERTIFIED PUBLIC ACCOUNTANTS

2 Buck Lane
Marlboro, NJ 07746
Tel (732) 761-1120
Fax (732) 907-1827

41 East 60th Street
New York, NY 10022
(212) 223-3230
(646) 292-5172

January 15, 2008

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

Mitch1189396

60034-0005

Case No.: A-16

RA 009002

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than “tax shelters” may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a “tax shelter” if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is “substantial authority” for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

Mitch1189397

60034-0006

Case No.: A-16

RA 009003

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,



Sam Spitz, CPA
SKE Group, LLC

Accepted:

LVLP HOLDINGS, LLC
David Mitchell, Managing member

Date

From: Samantha Gergen <sg@mitchellholdings.com>
Sent: Wednesday, February 07, 2018 10:44 AM EST
To: sam@skecpa.com <sam@skecpa.com>
CC: David Mitchell <djm@mitchellholdings.com>
Subject: Re: engagement letter
Attachment(s): "lvlp eng letter signed.pdf"

Please find attached signed letter.

Thank you

Samantha Gergen
Mitchell Holdings LLC
745 Fifth Avenue, Fifth Floor
New York, NY 10151
212.486.4444 (p)
212.320.0474 (f)
sg@mitchellholdings.com

From: Sam Spitz <sam@skecpa.com>
Date: February 6, 2018 at 5:03:19 PM EST
To: "David Mitchell (djm@mitchellholdings.com)" <djm@mitchellholdings.com>
Subject: engagement letter

Attached is engagement letter for you to sign

Sam K. Spitz, Esq., CPA
sam@skecpa.com

SKE Group, LLC
CERTIFIED PUBLIC ACCOUNTANTS

2 Buck Lane
Marlboro, NJ 07746
Tel (732) 761-1120
Fax (732) 907-1827

41 East 60th Street
New York, NY 10022
(212) 228-3230
(646) 292-5172

January 15, 2008

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

Mitch1173926

60035-0002

Case No.: A-16

RA 009006

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a "tax shelter" if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

Mitch1173927

60035-0003

Case No.: A-16

RA 009007

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,



Sam Spitz, CPA
SKE Group, LLC

Accepted: 

LVLP HOLDINGS, LLC
David Mitchell, Managing member

1-15-08

Date

From: Sam Spitz <sam@skecpa.com>
Sent: Thursday, February 22, 2018 3:07 PM EST
To: David Mitchell <djm@mitchellholdings.com>
Subject: letter
Attachment(s): "LVLP ENG LETTER 2017.doc"

Please sign page 3 , do not date, and send me 4 pages signed, thank you

Sam K. Spitz, Esq., CPA
sam@skecpa.com



www.skecpa.com

16 Village Court
Hazlet, NJ 07730

Direct (732) 847-4623
General (732) 761-1120
Fax (732) 847-4426

New York Office

General (212) 223-3230
Fax (646) 292-5172

Visit our website <http://www.skecpa.com> for FREE Tax saving information.

The greatest compliment a professional can receive is a referral, I welcome the opportunity to work with people like yourself.

PRIVILEGED AND CONFIDENTIAL

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

Disclaimer

Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, SKE Group LLC would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

Mitch1172910

60036-0001

Case No.: A-16

RA 009009

January 15, 2008

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

Mitch1172911
60036-0002
Case No.: A-16

RA 009010

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than “tax shelters” may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a “tax shelter” if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is “substantial authority” for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

Mitch1172912

60036-0003

Case No.: A-16

RA 009011

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:

LVLV HOLDINGS, LLC
David Mitchell, Managing member

Date

Mitch1172913
60036-0004
Case No.: A-16

RA 009012

From: Niv Harizman <niv.harizman@tytocapital.com>
Sent: Wednesday, January 31, 2018 11:15 AM EST
To: David Mitchell <djm@mitchellholdings.com>
Subject: Letter
Attachment(s): "TytoDJM-LOI.docx"

Take a look, make any comments and let me know what you think... Also, if you can have your assistant help with the pagination, would appreciate that. Niv

Niv Harizman, Managing Partner
Tyto Capital Partners LLC
65 Locust Avenue, Suite 300
New Canaan, CT 06840
Tel: +1-203-204-1295
Fax: +1-203-341-8868
Mobile: +1-917-907-1011
Int'l Mobile: +972-54-931-2492

niv.harizman@tytocapital.com

<http://tytocapital.com/>

Mitch1172914

60036-0005

Case No.: A-16

RA 009013

From: David Mitchell on behalf of David Mitchell <djm@mitchellholdings.com>
Sent: Thursday, February 22, 2018 3:14 PM EST
To: Samantha Gergen <sg@mitchellholdings.com>
BCC: David Mitchell <djm@mitchellholdings.com>
Subject: Fwd: letter
Attachment(s): "image001.jpg", "ATT00001.htm", "LVLP ENG LETTER 2017.doc", "ATT00002.htm"

.....
DAVID MITCHELL
.....
Mitchell Holdings LLC
745 Fifth Avenue
New York NY 10151
USA
1212-486-4444
djm@mitchellholdings.com

Begin forwarded message:

From: Sam Spitz <sam@skecpa.com>
Date: February 22, 2018 at 3:07:20 PM EST
To: "David Mitchell (djm@mitchellholdings.com)" <djm@mitchellholdings.com>
Subject: letter

Please sign page 3 , do not date, and send me 4 pages signed, thank you

Sam K. Spitz, Esq., CPA
sam@skecpa.com

www.skecpa.com

16 Village Court

Hazlet, NJ 07730

Direct (732) 847-4623

General (732) 761-1120

Fax (732) 847-4426

New York Office

General (212) 223-3230

Fax (646) 292-5172

Visit our website <http://www.skecpa.com> for FREE Tax saving information.

The greatest compliment a professional can receive is a referral, I welcome the opportunity to work with people like yourself.

PRIVILEGED AND CONFIDENTIAL

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

Disclaimer

Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, SKE Group LLC would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

Mitch1177462

60037-0002

Case No.: A-16

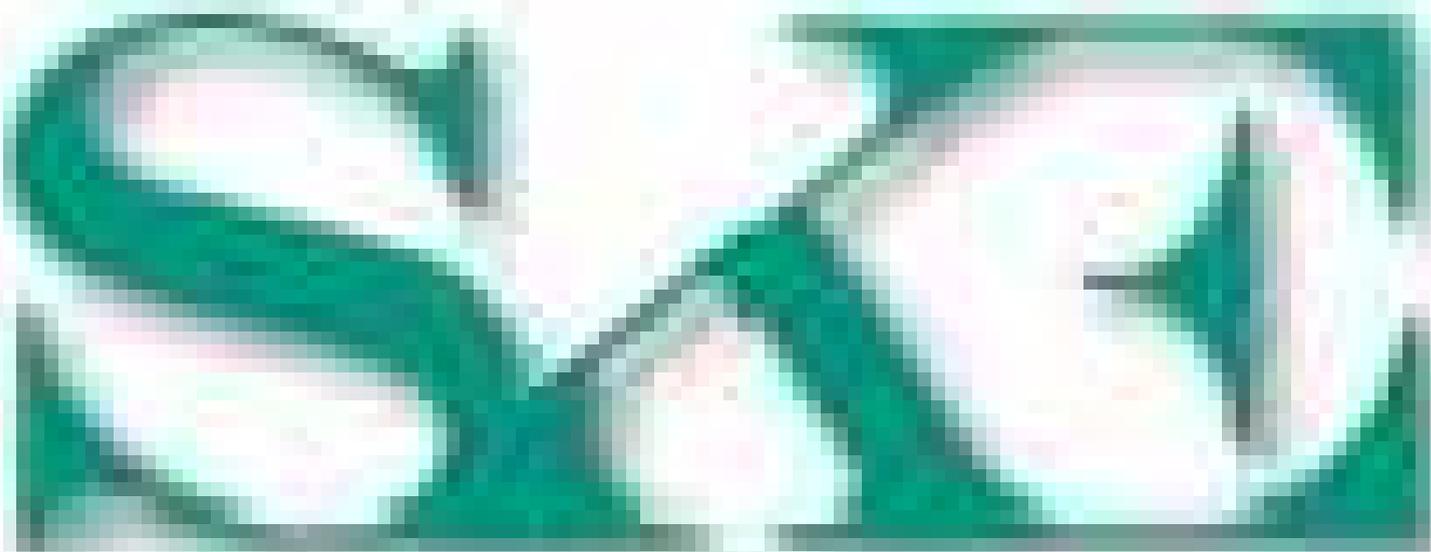
RA 009015

Mitch1177463

60037-0003

Case No.: A-16

RA 009016



SME GROUP, LLC
Certified Public Accountants
and Business Consultants

Mitch1177464

60037-0004

Case No.: A-16

RA 009017

January 15, 2008

Mr. David Mitchell
LVLP Holdings, LLC
41 East 60th Street
New York, NY 10019

Dear Mr. Mitchell:

We will prepare the federal and New York state partnership income tax returns for LVLP HOLDINGS, LLC for the year ended December 31, 2008. This firm is responsible for preparing only the returns listed above. We will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data.

By your signature below you are confirming to us that, unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

You are also confirming that you will furnish us with all the information required for preparing the returns. All individual partners are responsible for submitting their individual K-1s to their own tax preparers for inclusion with their individual tax returns.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed when a taxpayer makes a substantial understatement of his or her tax liability. For partnerships and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be

Mitch1177465

60037-0005

Case No.: A-16

RA 009018

shown on the return or \$5,000. The penalty is 20 percent of tax underpayment. Taxpayers other than “tax shelters” may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. A taxpayer is considered a “tax shelter” if its principal purpose is to avoid federal income tax. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is “substantial authority” for the position proposed to be taken on such issues in your returns.

Our work in connection with the preparation of your partnership income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the partnership income tax returns.

Our fees for these services will be computed at our standard rates and will be billed as the work progresses. Invoices will be mailed monthly and are due when received. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

The fee does not include responding to Internal Revenue Service inquiries, and the client understands that the tax preparer is not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

It is our policy to keep records related to this engagement for 3 years. However, SKE Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3-year period SKE Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final.

Mitch1177466

60037-0006

Case No.: A-16

RA 009019

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:

LVLV HOLDINGS, LLC
David Mitchell, Managing member

Date

Mitch1177467
60037-0007
Case No.: A-16

RA 009020

From: Samantha Gergen <sg@mitchellholdings.com>
Sent: Thursday, February 22, 2018 4:50 PM EST
To: sam@skecpa.com <sam@skecpa.com>
CC: David Mitchell <djm@mitchellholdings.com>
Subject: Re: letter
Attachment(s): "LVLP Eng Letter Signature Pages"

Please find 4 signature pages attached.

Samantha Gergen
Mitchell Holdings LLC
745 Fifth Avenue, Fifth Floor
New York, NY 10151
212.486.4444 (*p*)
212.320.0474 (*f*)
sg@mitchellholdings.com

From: Sam Spitz <sam@skecpa.com>
Date: February 22, 2018 at 3:07:20 PM EST
To: "David Mitchell (djm@mitchellholdings.com)" <djm@mitchellholdings.com>
Subject: letter

Please sign page 3 , do not date, and send me 4 pages signed, thank you

Sam K. Spitz, Esq., CPA
sam@skecpa.com

Mitch1194566
60038-0001
Case No.: A-16

RA 009021

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:

A handwritten signature in black ink, appearing to be "David Mitchell", written over a horizontal line.

LVL HOLDINGS, LLC
David Mitchell, Managing member

Date

Mitch1194567

60038-0002

Case No.: A-16

RA 009022

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:



LVL HOLDINGS, LLC
David Mitchell, Managing member

Date

Mitch1194568

60038-0003

Case No.: A-16

RA 009023

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:



LVL HOLDINGS, LLC
David Mitchell, Managing member

Date

Mitch1194569

60038-0004

Case No.: A-16

RA 009024

IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign the original copy of this letter in the space provided and return it to us in the enclosed envelope.

Very truly yours,

Sam Spitz, CPA
SKE Group, LLC

Accepted:



LVLP HOLDINGS, LLC
David Mitchell, Managing member

Date

Mitch1194570
60038-0005
Case No.: A-16

RA 009025

DISTRICT COURT
CLARK COUNTY, NEVADA
CASE NO:07A551073
DEPT. NO. XXVIII

LAS VEGAS LAND PARTNERS, LLC;
LIVE WORK, LLC and ZOE
PROPERTIES, LLC,

Plaintiffs,

Vs.

RUSSEL L. NYPE; REVENUE PLUS,
LLC; DOES I through III, and
ROE CORPORATIONS 1 through
III, inclusive,
Defendants.

CIVIL ACTION

Videotaped
Deposition of:

SAMMY SPITZ
March 5, 2018

- - - - -

JerseyShore Reporting, LLC
517A Passaic Avenue
Spring Lake, New Jersey 07762
732-282-0704 Fax 732-282-0714

JerseyShore Reporting, LLC

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)
- (12)
- (13)
- (14)
- (15)
- (16)
- (17)
- (18)
- (19)
- (20)
- (21)
- (22)
- (23)
- (24)
- (25)

T R A N S C R I P T of the stenographic notes of the proceedings in the above-entitled matter as taken by and before KIMBERLY A. DIEHL, a Certified Court Reporter and Notary Public of the State of New Jersey, held at the offices of SKE GROUP, LLC, 16 Village Court, Hazlet, New Jersey 07730, on Monday, March 5, 2018 commencing at approximately 12:41 in the afternoon, pursuant to notice.

JerseyShore Reporting, LLC

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)
- (12)
- (13)
- (14)
- (15)
- (16)
- (17)
- (18)
- (19)
- (20)
- (21)
- (22)
- (23)
- (24)
- (25)

A P P E A R A N C E S:

LAW OFFICES OF HAYES & WELSH

Attorneys for the Plaintiffs

199 North Arroyo Grand Boulevard

Henderson, Nevada 89704

BY: GARY HAYES, ESQ.

JOHN W. MUIJE & ASSOCIATES

Attorneys for the Defendants

1840 East Sahara

Suite 106

Las Vegas, Nevada 89104

BY: JOHN MUIJE, ESQ.

BY: WILLIAM J. CANDEE, IV, ESQ.

ALSO PRESENT

Gene Ertle, Videographer

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)
- (12)
- (13)
- (14)
- (15)
- (16)
- (17)
- (18)
- (19)
- (20)
- (21)
- (22)
- (23)
- (24)
- (25)

I N D E X

WITNESS DIRECT CROSS REDIRECT RECROSS

SAMMY SPITZ

By: Mr. Muije 5

E X H I B I T S

NUMBER	DESCRIPTION	PAGE
Exhibit-1	Subpoena	44
Exhibit-2	LVL P Holdings	45
Exhibit-3	Records Retention Guide	77
Exhibit-4	Invoices	

DISCOVERY PRODUCTION REQUESTS

PAGE	DESCRIPTION.
41	Jim from Convex last name
61	Server gigabytes

(1) THE VIDEOGRAPHER: My name is Gene
(2) Ertle representing JerseyShore Reporting, Spring
(3) Lake, New Jersey. We're here today Monday,
(4) March 5th, 2018 at SKE Group, LLC, 16 Village
(5) Court, Hazlet, New Jersey to take the videotaped
(6) deposition of Sammy Spitz in the matter of Las
(7) Vegas Land Partners versus Russell Nype, et al.
(8) The case number is 07A551073. The time is 12:40
(9) p.m. Counsel, please put your appearance on the
(10) record.

(11) MR. MUIJE: John Muije appearing
(12) on behalf of judgment and defendants Russell
(13) Nype and Revenue Plus.

(14) MR. HAYES: Gary Hayes appearing
(15) on behalf of plaintiffs.
(16) S A M M Y S P I T Z, working at SKE Group, LLC,
(17) is duly sworn by a Notary Public of the State of
(18) New Jersey and testifies as follows:

(19) DIRECT EXAMINATION BY MR. MUIJE:

(20) Q Would you please state and spell your
(21) full legal name for the record?

(22) A Sammy Spitz, S-a-m-m-y, S-p-i-t-z.

(23) Q Do you have a middle name, sir?

(24) A No, I do not.

(25) Q Okay. Have you ever had your

JerseyShore Reporting, LLC

SPITZ0005
60045-0005
Case No.: A-16

RA 009030

(1) deposition taken before?

(2) A Yes.

(3) Q More than three occasions?

(4) A No.

(5) Q Okay. Then I should briefly run
(6) through the process so you understand what's going
(7) on. We are doing this via live deposition which is
(8) a video, audio video conferencing service and I can
(9) see you and I presume you can see me and Mr. Hayes
(10) can see both of us we, but we can't see him because
(11) of some camera problem but he's also present and
(12) listening to the audio version.

(13) We are having a video camera
(14) record your end of this, sir. And Mr. Hayes and
(15) I have not definitively agreed whether the
(16) videotape will be usable but it will be
(17) available and we can argue with the court about
(18) that if it becomes necessary.

(19) The oath you just took is the same
(20) oath you would take in a courtroom with a judge
(21) and jury present. Do you understand that, sir?

(22) A Yes.

(23) Q And are you familiar with the New
(24) Jersey perjury statute?

(25) A I'm a little distracted because Bill is

JerseyShore Reporting, LLC

SPITZ0006

60045-0006
Case No.: A-16

RA 009031

(1) taking pictures of the computer.

(2) Q Okay.

(3) A I don't know why but he's taking pictures of
(4) the laptop. I do not know the rules.

(5) MR. CANDEE: Let me put on the
(6) record, I took a picture of the laptop.

(7) A Two pictures.

(8) MR. CANDEE: I'm now sitting back
(9) here so.

(10) Q Okay, let's focus on the deposition
(11) then. So, sir, are you familiar with the New Jersey
(12) perjury statute?

(13) A No, I'm not.

(14) MR. HAYES: This is Gary Hayes.

(15) Q Let me read it to you. It's found in
(16) the criminal justice --

(17) A Hold on. Wait, Gary, Gary is speaking. This
(18) is ridiculous.

(19) Q Section 2C sub 28-1 and it reads
(20) perjury offense to fine, a person is guilty of
(21) perjury, a crime of the third degree, if any
(22) official proceeding he makes a false statement under
(23) oath or a fraudulent affirmation, or swears and
(24) affirms the truth of the statement previously made
(25) when the statement is material and he does not

JerseyShore Reporting, LLC

SPITZ0007

60045-0007
Case No.: A-16

RA 009032

(1) believe it to be true. Did you hear what I read
(2) you, sir?

(3) THE VIDEOGRAPHER: Guys, just for
(4) the court reporter's sake, please try and keep
(5) only one person talking at a time. She can't
(6) take down multiple people at a time, it's
(7) impossible. So Gary, if you're gonna talk,
(8) please wait for Mr. Muije to finish.

(9) Q I'll go through those admissions. The
(10) next real quickly is a third degree crime in New
(11) Jersey. Are you aware that that is a felony that
(12) carries three to five years in prison and a fine of
(13) up to \$15,000 per count?

(14) A I am aware right now.

(15) MR. HAYES: Hey, gentlemen,
(16) gentlemen, gentlemen.

(17) MR. MUIJE: Yes.

(18) MR. HAYES: Gentlemen. John, I
(19) need to be able to interject an objection if
(20) necessary. And this seems to be somewhat slow,
(21) so I need to ask the indulgences of the witness
(22) and Mr. Muije to not immediately answer and ask
(23) questions and allow, if necessary, to interject
(24) an objection. For example, I object to this
(25) line of questioning. I think it's irrelevant

JerseyShore Reporting, LLC

SPITZ0008

60045-0008
Case No.: A-16

RA 009033

(1) and I think it's intended to harass the witness.
(2) And I'll just state that on the record. But if
(3) I can have at least a second before the witness
(4) answers and before Mr. Muije continues so if
(5) necessary I can object and we're not talking
(6) over each other.

(7) MR. MUIJE: That's fair. Cause my
(8) next admonition, I want just wanted to make sure
(9) our witness knew that this was a solemn
(10) proceeding and that there are serious
(11) consequences if you lie or make misstatement of
(12) fact, intentional misstatements of fact.

(13) Q Mr. Hayes said correctly, sir, with
(14) any court reporter, it's difficult for him to take
(15) down two people talking at one time. Now that we
(16) have an audio video and there seems to be
(17) microseconds of lag, it makes it really awkward. So
(18) I will do my utmost. I have a tendency to get ahead
(19) of myself. I will do myself utmost to pause, stop
(20) when I'm done and let you say anything you want and
(21) let Mr. Hayes interject. And what I found with my
(22) clients, the best advice to be, take a deep breath,
(23) give it a second or two when the other person
(24) finishes talking before you start and that way we're
(25) not all talking over each other and that'll do Mr.

JerseyShore Reporting, LLC

SPITZ0009

60045-0009
Case No.: A-16

RA 009034

(1) Hayes the courtesy of giving him a chance to object
(2) if he wants to make his record there. Do you
(3) understand that, sir?

(4) A Yes, I do.

(5) Q Good. And you did that perfect. A
(6) couple of other admonitions. Once this deposition
(7) is complete, sir, the court reporter will prepare a
(8) transcript which is a booklet with only about 26
(9) lines per page double spaced. And he will try to
(10) take down verbatim everything I say, everything you
(11) say, anything Mr. Hayes or Mr. Candee may interject
(12) in that record. And normally you'll be given 30
(13) days to review that record and make any corrections,
(14) changes, edits, that may be appropriate. Because
(15) what the court is striving for is an accurate
(16) complete truthful record. And if there's a
(17) misspelling, it's important for you correct it. If
(18) I ask you what color was a traffic light and you
(19) said red and then you went back and saw a videotape
(20) or looked at your notes and you saw that it was
(21) really yellow, we'd rather know what the truth is
(22) then have you guessing. So that's the reason you
(23) get a chance to edit and change your transcript.
(24) You just need to be aware that if you do make
(25) material changes in the transcript, it could reflect

JerseyShore Reporting, LLC

SPITZ0010

60045-0010
Case No.: A-16

RA 009035

(1) adversely on your credibility down the road at trial
(2) or at any court proceeding. Do you understand that,
(3) sir?

(4) A Yes.

(5) Q Good. And that's part of the purpose
(6) of a deposition in the first place. Depositions
(7) have two purposes under a law. One is to preserve
(8) and memorialize testimony. For example, if this
(9) matter goes to trial, it will be in Las Vegas and
(10) there's no mandatory mechanism where we can force
(11) you to come to Vegas. So subject to appropriate
(12) court rules and safeguards, this transcript that the
(13) court reporter prepares, will be used, utilizable at
(14) trial in your absence and that's why it's so
(15) important it be accurate and complete. Do you
(16) understand that, sir?

(17) A Yes.

(18) MR. HAYES: Mr. Muije?

(19) MR. MUIJE: Yes sir.

(20) MR. HAYES: I just want to clarify
(21) for the record, that this deposition is not
(22) noticed up in the, what we call the new case,
(23) your alter ego action, which is actually
(24) scheduled for trial. I think we noticed this up
(25) as an ancillary proceeding in the underlying

JerseyShore Reporting, LLC

SPITZ0011

60045-0011

Case No.: A-16

RA 009036

(1) case. And I just want to clarify that on the
(2) record.

(3) MR. MUIJE: That's correct.

(4) Q In the meantime, that touches heavily
(5) on the secondary purpose of a deposition, sir, which
(6) is to allow discovery, to allow parties to learn
(7) facts and find out difference and hear testimony
(8) under oath of witnesses about things that the
(9) attorneys may not know about but the witness may.
(10) So it is an important tool pre-trial and post-trial
(11) in helping parties find information that's relevant
(12) to the case. And Mr. Hayes is correct, since this
(13) is done in the original case, not the new case, the
(14) primary purpose of this deposition is to discover
(15) information and, in fact, it has been noticed as a
(16) custodian of records deposition. Our primary
(17) purpose was to see what kind of records you had as
(18) regards to your client Las Vegas Land Partners, LLC
(19) as well as its various affiliates and assigns.

(20) It's my understanding that the
(21) name of the entity that you contract with and do
(22) your work for, prepare tax returns is Las Vegas
(23) Land Holdings. I don't have a tax return in
(24) front of me, Land Holdings, LLC, is that
(25) correct?

JerseyShore Reporting, LLC

(1) A I believe it's LVLP Holdings, LLC.

(2) Q Good, I appreciate the clarification
(3) that's why it's important that we get it accurate on
(4) the first go around. The final admonition real
(5) quick is, I tend to talk lawyerly, I tend to ramble
(6) on and have very long-winded confusing sentences.
(7) If you don't understand a question, if you don't
(8) understand a legal term, it's best to ask me to
(9) repeat it, rephrase it or clarify it right now
(10) because six months from now if the judge is reading
(11) a transcript and I'm asking about apples and you're
(12) telling me oranges, it's not going to make any sense
(13) to anybody. Is that fair?

(14) A Yes.

(15) MR. MUIJE: With that said and
(16) done, Mr. Reporter, I would ask that you show
(17) the witness Exhibit-1 the third amended
(18) deposition notice which I premarked and uploaded
(19) as Exhibit-1 to this proceeding.

(20) MR. CANDEE: Hey, John.

(21) MR. MUIJE: Yes.

(22) MR. CANDEE: It's William, I'm
(23) sitting here. The court reporter is female and
(24) the videographer male.

(25) MR. MUIJE: Okay. Whatever one

JerseyShore Reporting, LLC

SPITZ0013

60045-0013
Case No.: A-16

RA 009038

(1) has the best access to pull that up on a screen
(2) real quick or show it to Mr. Spitz, I'd like him
(3) to just look at that briefly and verify that
(4) he's familiar with that document.

(5) THE VIDEOGRAPHER: He's looking at
(6) it right now. I mean, did you want us to print
(7) these out?

(8) MR. MUIJE: I would. If you have
(9) a high speed printer Exhibit-1 is about 25
(10) pages. But basically I'll represent that
(11) Exhibit-1 is a third amended notice. The first
(12) two pages reschedule and Exhibit-1 to Exhibit-1
(13) was the original New Jersey subpoena served on
(14) Mr. Spitz. Which according to the affidavit of
(15) service it was served on January 22nd, about six
(16) weeks ago. And then attached to that is a
(17) Nevada deposition notice and a subpoena. My
(18) primary interest is that subpoena and the list
(19) of documents that we requested Mr. Spitz
(20) produce. If you can print that out, if it's
(21) gonna take a couple of minutes, maybe start the
(22) printing process and I'll move on to my next
(23) question and we can come back to that as soon as
(24) you have the complete document printed out.

(25) A We won't be able to print it out.

JerseyShore Reporting, LLC

SPITZ0014
60045-0014
Case No.: A-16

RA 009039

(1) THE VIDEOGRAPHER: Yeah, I would
(2) say you would have had to done this before the
(3) deposition started, maybe sent it to Mr. Spitz's
(4) secretary or something like that. Because for
(5) me to unplug the computer from the video to
(6) bring it upstairs to print, just wouldn't make
(7) sense. So which page --

(8) MR. MUIJE: I'll upload the other
(9) three exhibits so maybe the secretary can be
(10) printing those so we have them when we need
(11) them. Off the record for a minute or two.

(12) (Whereupon, a discussion is held
(13) off the record.)

(14) Q Sir, I'm gonna remind you you're still
(15) under oath. We took about a 10 minute break there
(16) to get organized on our documents and exhibits.

(17) MR. MUIJE: And would somebody let
(18) me know please, when we have all five of those
(19) printed out and ready.

(20) THE VIDEOGRAPHER: He has
(21) Exhibit-1 now.

(22) Q Do you have Exhibit-1, sir?

(23) A Yeah, it says Exhibit-1. Exhibit-1 is the
(24) subpoena.

(25) Q That's correct, sir. It's actually

JerseyShore Reporting, LLC

SPITZ0015
60045-0015
Case No.: A-16

RA 009040

(1) amended and updated notices. But starting about 15
(2) pages in, there's a, at the bottom right-hand page,
(3) there's an Exhibit-2 to a subpoena and about 10
(4) pages in it says subpoena duces tecum, shows a date
(5) of originally we had targeted on February 8th which
(6) is about four weeks ago. And then the list of
(7) documents, the last 10 pages or so, contains a list
(8) of the documents we wanted you to produce. Do you
(9) see that list, sir?

(10) A I've come to that list. It says Exhibit-2
(11) for the list, items to be produced.

(12) Q Correct. And have you ever seen the
(13) exhibit list before, sir?

(14) A Yes.

(15) Q Okay. And once that was served on you
(16) was about January 22nd. What did you do in an
(17) effort to comply with that subpoena, sir, in terms
(18) of pulling together the documents?

(19) A I pulled together the documents.

(20) Q Okay. To your knowledge, have you now
(21) been able to locate, identify and produce all of the
(22) documents relevant to LVLP Holdings in your
(23) possession?

(24) A No, I did not.

(25) Q What were you not able to locate or

JerseyShore Reporting, LLC

SPITZ0016

60045-0016

Case No.: A-16

RA 009041

(1) produce?

(2) A E-mails.

(3) Q And tell me what the problem is
(4) regarding the production of e-mails.

(5) A I simply ran out of time. It's a very busy
(6) time for me and you asked me to go back and look at
(7) e-mails. And I just haven't had that time to do
(8) that, sir.

(9) Q Okay. Let me ask you this then, how
(10) do you maintain, for example, e-mails and your
(11) client records, do you have a folder on your
(12) computer for LVLP Holdings?

(13) A Only the ones that are relevant.

(14) Q Pardon? I didn't hear that.

(15) A Only the ones that are relevant.

(16) Q Okay. And what about non-relevant
(17) e-mails, what happens to them?

(18) A They get discarded.

(19) Q Physically deleted from your computer?

(20) A Yes.

(21) Q Okay. So the relevant e-mails that
(22) you feel are important to keep, they all go into the
(23) same folder?

(24) A They're in my e-mail, not in a folder per se.

(25) Q Okay. And what is your e-mail's

JerseyShore Reporting, LLC

SPITZ0017
60045-0017
Case No.: A-16

RA 009042

(1) program?

(2) A I'm sorry?

(3) Q What program do you use for e-mail,
(4) what service?

(5) A It's called Ap River.

(6) Q Okay. And if I'm, I'm not familiar
(7) with that ap but it's like the two or three
(8) different e-mails applications that I use, you can
(9) sort by sender or recipient or by date. Does your
(10) e-mail program allow you to search your e-mails?

(11) A Yes.

(12) Q Okay. Mr. Candee is there and perhaps
(13) if he were to work with your staff after we conclude
(14) here, sir, if you would log into your e-mail and
(15) have your assistant download to a thumb drive for
(16) Mr. Candee, we would have all your e-mails and we
(17) can print those out for Mr. Hayes and give him a
(18) copy and that would complete the production without
(19) imposing further on your time. Is that something
(20) practical that we can do?

(21) A Not today.

(22) MR. HAYES: If I can state an
(23) objection, John. There may, I think the witness
(24) is entitled to review those e-mails to make sure
(25) there's no issues of privilege or

JerseyShore Reporting, LLC

SPITZ0018

60045-0018
Case No.: A-16

RA 009043

(1) confidentiality. So I would object to that
(2) process where he basically turns his e-mail
(3) server over to opposing counsel.

(4) MR. MUIJE: I'm not asking him to
(5) turn his server over, I'm asking him to download
(6) the folder with the e-mails. And there is no
(7) accounting privilege recognized in the State of
(8) New Jersey, Gary, so. Plus we have a
(9) confidentiality agreement that would cover any
(10) quote and unquote, proprietary or financial or
(11) secret information that would otherwise possibly
(12) be subject to some protection. So, you know,
(13) given that I'm not asking for any e-mails with
(14) Mr. Hayes, although one could argue that you're
(15) a witness and not actually a client. But other
(16) than the e-mails with Mr. Hayes, there's no
(17) reason that I can see why that wouldn't be the
(18) quickest because, again, Gary, do you agree do
(19) it that way and I'll make you a complete copy
(20) and God forbid he accidentally includes a copy
(21) of an e-mail to Gary Hayes, we can redact it or
(22) delete it or whatever it takes?

(23) MR. HAYES: All right, no, I don't
(24) agree. But I would also leave it up to the
(25) witness to certainly make his decision. I'm not

JerseyShore Reporting, LLC

SPITZ0019

60045-0019

Case No.: A-16

RA 009044

(1) familiar with privilege law in New Jersey and I
(2) would probably have to review the Nevada
(3) privilege really too, but I would object to that
(4) process.

(5) A I also object, Mr. Muije, because I do not
(6) have time today and I cannot give it to my
(7) administrator to go through my e-mails that are
(8) personal in nature. I'm the only one that would go
(9) through it. I would go through them probably by the
(10) end of the week and I can go ahead and put them
(11) together and we can get them out to you.

(12) Q Okay. So if we were to give you until
(13) next Monday, is that adequate to you?

(14) A Yes, it is.

(15) MR. MUIJE: Okay. So Gary,
(16) that'll be the way to do it. And I'll represent
(17) on the record just so we know, whether Mr.
(18) Candee's already checked the New Jersey statute
(19) and there is no accountancy privilege in New
(20) Jersey. The Nevada statute has a statute but
(21) there's a Supreme Court decision in Nevada,
(22) Gary, called McNair. It says the accountancy
(23) privilege does not apply in litigation matters
(24) period.

(25) MR. HAYES: Right, well I did not

JerseyShore Reporting, LLC

SPITZ0020

60045-0020

Case No.: A-16

RA 009045

(1) review the McNair decision this morning so I
(2) would have to --

(3) MR. MUIJE: So we can disagree.

(4) MR. HAYES: I think the witnesses
(5) plan to produce those in the next week is
(6) satisfactory for me.

(7) MR. MUIJE: Okay, very good.

(8) Q With the exception of those e-mails
(9) Mr. Spitz, and I appreciate you're offering to take
(10) care of that during the next week, are there any
(11) other documents covered by that subpoena that are in
(12) your possession that have not been produced?

(13) A Not that I'm aware of.

(14) Q Okay. When we chatted informally, you
(15) had indicated to me that and we'll look at your
(16) engagement letters a little bit later, but you had
(17) indicated to me that your policy was to only retain
(18) records for three years, is that correct?

(19) A That's correct and it's in my engagement
(20) letter.

(21) Q And is that the same engagement letter
(22) you've used with all your other clients?

(23) A Yes.

(24) Q And how long have you used that
(25) engagement letter?

JerseyShore Reporting, LLC

SPITZ0021

60045-0021
Case No.: A-16

RA 009046

(1) A It changes based on current rules but that
(2) engagement letter has been in practice for more than
(3) 10 years.

(4) Q And did you actually create the
(5) engagement letter or did you use a form, for
(6) example, from AI CPA or CCH when you first completed
(7) that form?

(8) A I couldn't recall because it's a combination
(9) of possibly AS CPA as well as my insurance company,
(10) they have standard engagement letters as well.

(11) Q All right. Do you retain an archive
(12) anywhere of the changes that occurred
(13) chronologically in these engagement letters?

(14) A No, I do not.

(15) Q And how often, how frequently, does
(16) your form engagement letter change, sir?

(17) A Possibly once a year.

(18) Q Okay. And is it your policy to sign a
(19) separate engagement letter with each client for each
(20) year?

(21) A Yes, but there are exceptions.

(22) Q Okay. With regard to LVLP Holdings,
(23) was it your policy to have a separate engagement
(24) letter for each year?

(25) A Yes.

JerseyShore Reporting, LLC

SPITZ0022

60045-0022
Case No.: A-16

RA 009047

(1) Q And when is that engagement typically
(2) signed in terms of the tax cycle or calendar year,
(3) et cetera?

(4) A From what I recall, the beginning of the
(5) year.

(6) Q So if I'm sitting here in the
(7) beginning of 2018, would we have already signed an
(8) engagement letter for the upcoming tax work that I
(9) would want you to do for 2018?

(10) A Possibly and most likely for 2017 if I didn't
(11) speak to you during the year.

(12) Q So if I just came in with my shoebox
(13) literally in January 2018 asking you to help me for
(14) 2017, you would sign that retroactively?

(15) A Yes. Well not retroactively, I would sign it
(16) for that particular day.

(17) Q Will you sign it that day to cover the
(18) tax work necessary for 2017?

(19) A Correct.

(20) Q You indicated that obviously that
(21) would mean we probably have records at the present
(22) time for 2016, 2015, 2014. And the documents you
(23) produced, you also had, I believe, some 2012 records
(24) certainly as well as all of 2013. What is your
(25) destruction policy, how does that work? Because it

JerseyShore Reporting, LLC

SPITZ0023

60045-0023

Case No.: A-16

RA 009048

(1) looks like you may actually have four years back
(2) here as opposed to three?

(3) A Generally it's three years, that's what we
(4) prescribe to. I was able to find some additional
(5) documents which I included.

(6) Q Okay. Let me ask you this. When you
(7) have an engagement letter like you have with LVLP
(8) here, at the end of that three years, do you send
(9) them a notice to come pick up their records or, you
(10) know, you've got 30 days or else we're going to
(11) shred or purge your records for 2011?

(12) A No.

(13) Q So if they don't ask you for it, you
(14) don't remind them, is that correct?

(15) A Correct.

(16) Q Did LVLP ever retrieve any of their
(17) financial records from you prior to those
(18) instructions?

(19) A Not that I'm aware of.

(20) Q Did they ever request that you save
(21) any of those records?

(22) A Not that I can recall.

(23) Q Do you have some kind of a log or
(24) record of what you destroy on any given cycle or
(25) date or do you just take the boxes that relate to

JerseyShore Reporting, LLC

SPITZ0024

60045-0024

Case No.: A-16

RA 009049

(1) 2011 and send them to the shredder?

(2) A We basically extract the boxes that are
(3) applicable and put them in the shredder.

(4) Q Okay. And you don't make a record of
(5) which boxes or what date or who's shredding them or
(6) anything like that?

(7) A No.

(8) Q Now did I misunderstand, did you say
(9) that you extract certain documents before you shred
(10) the bulk of the records?

(11) A I'm sorry, I didn't understand that question.

(12) Q And I might be speculating, I might
(13) have just made an assumption, I may have misheard
(14) you, but did I hear you say that you extracted
(15) certain records from the boxes to be destroyed, for
(16) example, the actual tax return or the engagement
(17) letter or something like that?

(18) A No, I didn't say that.

(19) Q Okay. So you actually physically
(20) shred everything including the tax returns, the
(21) engagement letters, et cetera, et cetera?

(22) A I don't physically do that. I ask my staff
(23) to extract the records that are more than three
(24) years old and we shred them.

(25) Q Okay. And is there say a shredding

JerseyShore Reporting, LLC

SPITZ0025

60045-0025

Case No.: A-16

RA 009050

(1) day every few months, once a year, do you have a
(2) procedure as to when you purge all those old
(3) records?

(4) A No.

(5) Q Okay. Who's currently your primary
(6) administrative assistant who would help you with
(7) that?

(8) A There is no administrative assistant, it's a
(9) small firm. I do everything myself and I delegate
(10) out. Whoever's available, gets the job.

(11) Q Okay. Do you know who would have
(12) assisted you the last time you sent LVLP records to
(13) be shredded?

(14) A Just my entire staff went through the files.
(15) No one was assigned LVLP.

(16) Q Do you have a staff directory for your
(17) current staff at the present time, sir?

(18) A No.

(19) Q How many people work for you at the
(20) present time?

(21) A I only have two full-time people.

(22) Q Two full-time people?

(23) A That's it.

(24) Q Could you state their names on the
(25) record, please, and spell them if they're unusual?

JerseyShore Reporting, LLC

SPITZ0026

60045-0026

Case No.: A-16

RA 009051

- (1) A Maxwell Cohen and Carla Principato.
- (2) Q Better spell that one.
- (3) A P-r-i-n-c-i-p-a-t-o.
- (4) Q And how long has Carla been with you?
- (5) A About seven years or so.
- (6) Q Okay. And how long has Maxwell been
- (7) with you, sir?
- (8) A About nine years.
- (9) Q Now when you and I chatted, you had
- (10) indicated that the scope of your engagement is
- (11) basically just to do the tax work for LVLP Holdings,
- (12) is that correct?
- (13) A Correct.
- (14) Q Okay. And you indicated that you have
- (15) done that, I believe, since approximately 2011 or am
- (16) I misremembering?
- (17) A You're misremembering because I personally
- (18) did not prepare those returns until later on. My
- (19) ex-partner prepared the returns.
- (20) Q And what is his name, sir?
- (21) A Kenneth Eisenberg, E-i-s-e-n-b-e-r-g.
- (22) Q And when did you and Mr. Eisenberg go
- (23) your separate ways?
- (24) A I believe it was in the summer of '14, 2014.
- (25) Q Okay. And was there anything that

JerseyShore Reporting, LLC

SPITZ0027

60045-0027

Case No.: A-16

RA 009052

(1) precipitated a split?

(2) A No.

(3) Q Okay. Was it cordial?

(4) A Yes.

(5) Q Did Mr. Eisenberg take any of LVLP's
(6) records when the split was -- when it occurred?

(7) A No, he did not.

(8) Q Okay. And prior to the split, he had
(9) done most of the tax returns and tax work for LVLP?

(10) A He prepared all the returns.

(11) Q Up through and including the 2013
(12) return, would that be correct?

(13) A Yes.

(14) Q Did you -- were you guys basically
(15) equal partners or you both took half of --

(16) A Equal partners, define.

(17) Q Let me rephrase the question then,
(18) sir. Were you guys equal partners, essentially were
(19) you a senior partner, was he the senior partner.
(20) How was the structure of the partnership up through
(21) 2014?

(22) A Well that's very hard to define because I
(23) don't know what you mean by equal. Are you
(24) referring to profit and loss, decision making.
(25) There are many factors to be considered.

JerseyShore Reporting, LLC

SPITZ0028

60045-0028

Case No.: A-16

RA 009053

(1) Q You're correct. How would you
(2) normally characterize it, just as a layman, not
(3) looking for technical legal stuff?

(4) A Basically equal partners but I make the final
(5) decision.

(6) Q Okay. In that capacity, would he
(7) actually sign the LVLV Holdings returns prior to
(8) 2014?

(9) A Yes, I did.

(10) Q Oh, you did, not him?

(11) A That's correct.

(12) Q But it's your testimony that he did
(13) the work and then you would review and sign, is that
(14) correct?

(15) A I did a limited review and then I signed it.

(16) Q Okay. And subsequent to tax year
(17) 2013, so that would be starting approximately in the
(18) summer of 2014, did you do the tax work as well? In
(19) other words, you did it lock stock and barrel as
(20) opposed to just a cursory review?

(21) A No, same thing, cursory review in '14.

(22) Q Okay. Which would have occurred some
(23) time in 2015, correct?

(24) A Yes.

(25) Q Who did physical preparation of the

JerseyShore Reporting, LLC

SPITZ0029

60045-0029

Case No.: A-16

RA 009054

(1) 2014 return in the spring of 2015?

(2) A I believe it was Mr. Eisenberg, he was here
(3) on a per diem basis.

(4) Q Okay. So he kind of phased out
(5) gradually between the summer of 2014 and some time
(6) in 2015?

(7) A Yes.

(8) Q Do you know when he was totally gone?

(9) A No.

(10) Q Does he still do any contract work or
(11) per diem work?

(12) A No, not at this time.

(13) Q When was the last time you can recall
(14) him coming in and doing some?

(15) A I can't recall.

(16) Q Have you spoken to him at all in the
(17) last three months?

(18) A I saw him in September.

(19) Q Okay. Not since then?

(20) A No.

(21) Q Okay. When you saw him last September
(22) which would be September 2017, was there any
(23) discussion regarding the LVLIP at the time you saw
(24) him then?

(25) A No.

JerseyShore Reporting, LLC

SPITZ0030

60045-0030

Case No.: A-16

RA 009055

(1) Q Is he still practicing accountancy at
(2) this time or did he retire?

(3) A I do not know.

(4) Q Okay. Other than the e-mails, what
(5) was your physical process in compiling the documents
(6) for production pursuant to the subpoena?

(7) A I basically went through our records and
(8) Pdf'd what I had. And I was also able to Pdf the
(9) tax returns that I had on my server.

(10) Q Okay. So when you say Pdf, you
(11) basically went through computer records and, and
(12) converted to a Pdf and then put them in a folder or
(13) a disk whatever?

(14) A Yes.

(15) Q Were there any hard copies, manual
(16) copies that you scanned or converted and compiled
(17) for purposes of complying with the subpoena?

(18) A There might have been a few, not many because
(19) everything was electronic at that point.

(20) Q Okay. The physical records for LVLP,
(21) for example, court document, not court documents,
(22) contracts, promissory notes, check registers, stuff
(23) like that, where do you keep those physical backup
(24) records and how do you keep those?

(25) MR. HAYES: John, I'd like to

JerseyShore Reporting, LLC

SPITZ0031

60045-0031

Case No.: A-16

RA 009056

(1) state an objection. I object to the form of the
(2) question, assumes facts not in evidence.

(3) Q Do you maintain any original source,
(4) physical hard copy source records that a client
(5) gives you?

(6) A I do not have any physical hard copy.

(7) Q Okay. Did they ever, did LVLP ever
(8) send you physical hard copies or was it only
(9) electronic in terms of documents that you compiled
(10) here since 2013?

(11) A To the best of my recollection, it was
(12) electronic.

(13) Q Okay. And how do those normally
(14) arrive?

(15) A E-mail.

(16) Q Okay. And who sends them to you from
(17) LVLP?

(18) A It could be from various sources.

(19) Q Okay. And do you have interaction
(20) with Barry Lieberman?

(21) A I don't know who Barry Lieberman is.

(22) Q You have David Mitchell and am I
(23) getting the partner's name wrong?

(24) MR. CANDEE: Barnett.

(25) MR. HAYES: Barnett Lieberman.

JerseyShore Reporting, LLC

SPITZ0032

60045-0032

Case No.: A-16

RA 009057

(1) Q Barnett Lieberman, I'm sorry. I need
(2) to be -- Barnett Lieberman and David Mitchell are
(3) the two owners of LVL P, to your knowledge, is that
(4) correct?

(5) A Yes.

(6) Q And do you interact with Barnett
(7) Lieberman?

(8) A No, I do not.

(9) Q Okay. Have, within the last three
(10) years, has Barnett Lieberman sent you any e-mails or
(11) documentation regarding LVL P?

(12) A Yes, he has to my recollection.

(13) Q Okay. It sounds like from your prior
(14) answer, that the interaction would have been very
(15) limited. Do you recall what he may have sent you?

(16) A He was under audit and he needed a copy of a
(17) K1.

(18) Q So that was the limit and the extent
(19) of your interaction with Mr. Lieberman in the last
(20) three years?

(21) A Other than that, it was just basically for
(22) collection, because money was owed to me for the tax
(23) preparation.

(24) Q Okay. And so if that interaction with
(25) Mr. Lieberman is limited, that would leave Mr.

JerseyShore Reporting, LLC

SPITZ0033

60045-0033

Case No.: A-16

RA 009058

(1) Mitchell as a principal of LVLP. Is it safe to
(2) assume that the bulk of your communications were
(3) with Mr. Mitchell?

(4) A I would say no.

(5) Q Okay. And by saying no, who were the
(6) bulk of your communications regarding LVLP with?

(7) A His staff.

(8) Q Okay. And do any of their names come
(9) to mind as the primary contact individual?

(10) A I believe one gentleman his name is Doug. I
(11) think the last name is Arnaudin, I don't know the
(12) exact spelling. A-r-n-a-u-d-i-n, possibly.

(13) Q Good. And that would be your primary
(14) contact with Mr. Mitchell's staff?

(15) A Yes.

(16) Q Okay. Did those e-mails come directly
(17) to you or did they go to Carla or Maxwell?

(18) A No, they would come directly to me.

(19) Q Is either Carla or Maxwell a CPA?

(20) A No.

(21) Q Do you employ any part-time CPAs?

(22) A I employ CPAs on a per diem basis.

(23) Q Okay. Is there anyone that stands out
(24) that the per diems turn into say more than a 100
(25) days a year?

JerseyShore Reporting, LLC

SPITZ0034

60045-0034

Case No.: A-16

RA 009059

(1) A Yes, they do.

(2) Q Okay. And could you list any CPAs
(3) that work on a contract or a per diem basis with you
(4) in the last three years that you're reasonably
(5) confident, worked more than a hundred days per year?

(6) A I can tell you that, but they did not work on
(7) Las Vegas.

(8) Q And, to your knowledge, did they ever
(9) work on the LVLV account?

(10) A No, they did not.

(11) Q Okay. Then I'll waive the question.
(12) Thank you for clarifying, sir. Your company is
(13) called is SKE, am I correct in that understanding,
(14) sir?

(15) A Correct.

(16) Q And are you the sole owner and
(17) president of SKE?

(18) A Presently I am the sole owner.

(19) Q And when Mr. Eisenberg was there, was
(20) he a minority owner?

(21) A Again, you have to define minority because
(22) there are different ways to define it.

(23) Q I understand, let me rephrase the
(24) question. Did he own any piece of SKE, SKE in
(25) mid-2014?

JerseyShore Reporting, LLC

SPITZ0035

60045-0035
Case No.: A-16

RA 009060

(1) A Up until the day he left, yes.

(2) Q And approximately what equity
(3) percentage did he own prior to leaving?

(4) A Equity varied.

(5) Q Did you buy him out when he left?

(6) A We did have a settlement, yes.

(7) Q Very good. Was it amicable?

(8) A Yes.

(9) Q Okay. Now when you compiled their
(10) records from your servers -- strike that, let me
(11) rephrase it.

(12) The records that you maintain for
(13) LVLVP on your computers and I assume you have a
(14) network, is that correct, sir?

(15) A Yes.

(16) Q Are they all focused or concentrated
(17) in one primary directory or folder entitled, for
(18) example, LVLVP Holdings?

(19) A Yes.

(20) Q Okay. And do you have backups of that
(21) server that would include the LVLVP Holdings
(22) directory?

(23) A Currently we back up, yes.

(24) Q You say currently, that suggests that
(25) that's not always been the case. Am I correct in

JerseyShore Reporting, LLC

SPITZ0036

60045-0036
Case No.: A-16

RA 009061

(1) that understanding?

(2) A Correct.

(3) Q When did you start backing up your
(4) electronic records, sir?

(5) A When we had a storm here called Sandy, we
(6) lost almost all our records.

(7) Q Can you recall what year that was,
(8) sir? I know it well because actually it was 2011 if
(9) I'm remembering correctly --

(10) A I can't remember if it was '11--

(11) Q -- because that's when my daughter was
(12) calling for an east coast delivery to New York City
(13) on the tail end of Sandy.

(14) A I'm thinking '12 or '13.

(15) Q Okay. Whenever that storm Hurricane
(16) Sandy occurred, did you, in fact, physically lose
(17) your electronic records that were in existence at
(18) that time, is that correct?

(19) A Define electronic records.

(20) Q You stated you started backing up
(21) because you lost most of your records due to
(22) Hurricane Sandy. Maybe you can clarify what
(23) happened.

(24) A What happened was, number one, I found out we
(25) were not properly backing up which Mr. Eisenberg was

JerseyShore Reporting, LLC

SPITZ0037

60045-0037

Case No.: A-16

RA 009062

(1) in charge of. He put in an external hard drive that
(2) we found out never worked. And we came to light
(3) after Sandy because everything went down, we had no
(4) power for quite awhile, in fact, we were under
(5) water. And then I found out that there was no real
(6) backup, it was never working. And that's when we
(7) made some changes in the way we backed up.

(8) Q Were you able to retrieve or
(9) reconstruct any of those pre-Sandy records?

(10) A No.

(11) Q Were arrangements to back up your
(12) records made after that incident caused by storm
(13) Sandy?

(14) A Well we had altogether three different
(15) services at that point because we weren't happy with
(16) the level of service and we kept switching our
(17) services. And now we have a service where it's
(18) backed up every other night.

(19) Q Is that on-site or remote?

(20) A On-site.

(21) Q And do you store it to offsite after
(22) you back it up? In other words, to disk or to tapes
(23) or whatever you use to back up your system, is that
(24) stored offsite?

(25) A I believe so.

JerseyShore Reporting, LLC

SPITZ0038

60045-0038

Case No.: A-16

RA 009063

(1) Q Do you know where the backups would be
(2) kept?

(3) A No.

(4) Q Does somebody else in your office take
(5) care of that now?

(6) A No.

(7) Q Who is physically in charge of
(8) checking the backup and cycling the tape or the disk
(9) or whatever it's backed up on?

(10) A To be honest, I never really checked. I just
(11) rely on the outside computer person, the tech
(12) person.

(13) Q Okay. And, to your knowledge, what
(14) outside computer service or person do you use?

(15) A It's a company called Convex.

(16) Q C-o-n-v-e-x?

(17) A Yes.

(18) Q Are they local out of Hazlet?

(19) A They're not out of Hazlet but they are local
(20) in the State of New Jersey.

(21) Q Okay. And do they, do they remotely
(22) back you up or is there a physical machine on-site
(23) that is backing up your computer records?

(24) A I have a machine on-site.

(25) Q And do they periodically come retrieve

JerseyShore Reporting, LLC

SPITZ0039

60045-0039

Case No.: A-16

RA 009064

(1) the media and put a new disk or tape? Do you know
(2) whether it's a tape or disk?

(3) A It's a disk.

(4) Q Do you know if they periodically
(5) switch out the media to which your system is backing
(6) up?

(7) A No, it's re-written, they write over it.

(8) Q So every other night it re-writes over
(9) the old back up, is that correct?

(10) A Yes, to my knowledge, that is correct.

(11) Q And you don't have hard copies in case
(12) you got a silent virus, you know, 30 days ago that
(13) suddenly kicks in, can you go back 31 days and find
(14) a 31 day old back up?

(15) A I would certainly hope so.

(16) Q But we'd have to go to Convex to
(17) determine that?

(18) A That's your decision not mine. I don't know,
(19) I would certainly hope so based on what he told me.

(20) Q Okay. And who's your contact at
(21) Convex?

(22) A There are different people. Lead person's
(23) there name is Jim.

(24) Q You don't happen to know Jim's last
(25) name?

JerseyShore Reporting, LLC

SPITZ0040

60045-0040

Case No.: A-16

RA 009065

(1) A No, it's a very long name, it starts with an
(2) S.

(3) Q If I were to leave a blank in the
(4) deposition transcript, could you check your e-mails
(5) or look up his name and fill in the blank with his
(6) last name?

(7) A Yes. _____

(8) Q Great.

(9) MR. MUIJE: I would ask the
(10) reporter to leave a blank.

(11) Q And if you check your records when you
(12) review the transcript and fill in that name for us,
(13) please. Now when you accumulate documents for
(14) purposes of responding to our subpoena, how were
(15) they physically transferred to Mr. Hayes?

(16) A Via e-mail, secure encrypted e-mail.

(17) Q Okay. And you have quite a bit of
(18) documents, approximately 1400 pages. Were there
(19) multiple e-mails to transmit that kind of volume?

(20) A I can't recall, I know there was more than
(21) one e-mail sent.

(22) Q You do believe there was more than
(23) one?

(24) A Yes.

(25) Q Okay. Did you have discussions with

JerseyShore Reporting, LLC

SPITZ0041

60045-0041

Case No.: A-16

RA 009066

(1) Mr. Hayes during the course of accumulating these
(2) documents?

(3) A No, I did not.

(4) Q How did you know to send them to Mr.
(5) Hayes as opposed to just sending them directly to
(6) me?

(7) A Well I tried calling you a few times and
(8) couldn't get you. I couldn't get the person who
(9) subpoenaed me in Newark, New Jersey. So I called
(10) Mr. Hayes and he said send it to me and I'll forward
(11) it on.

(12) Q Okay. And that was the only
(13) conversation you had with Mr. Hayes?

(14) A Yes.

(15) Q How did you know who Mr. Hayes was or
(16) how to get ahold of him?

(17) A Basically I spoke to Mr. Mitchell because I
(18) also saw on the subpoena Mr. Hayes' name.

(19) Q Okay. And Mitchell gave you Mr.
(20) Hayes' number, is that correct?

(21) A No, he did not. He called Mr. Hayes directly
(22) I would assume because Mr. Hayes called me. And
(23) then I just spoke to him and told him that I got
(24) subpoenaed and I'm producing the records.

(25) Q Were there any records, to your

JerseyShore Reporting, LLC

SPITZ0042

60045-0042
Case No.: A-16

RA 009067

(1) knowledge, in your possession other than the
(2) e-mails, that were withheld or not sent to Mr. Hayes
(3) in that chain of encrypted e-mail?

(4) A Not that I'm aware of, no.

(5) Q Let me ask you this, we designated
(6) numerous sub-entities in our subpoena. Do you have
(7) any of the sub-entity records, for example,
(8) sub-entity tax returns, sub-entity bank accounts,
(9) sub-entity journals or ledgers, do you know what I'm
(10) referring to in terms of sub-entities?

(11) MR. HAYES: John, I'd like to
(12) state an objection. I object to the form of the
(13) question. I think it's vague and ambiguous.

(14) MR. MUIJE: Let me rephrase it so
(15) it's more precise.

(16) Q In fact, if you have Exhibit-2 printed
(17) out and ready to look at, sir, I'd ask you to do
(18) that.

(19) A Yes.

(20) MR. CANDEE: Hang, on a second,
(21) John. I'm gonna give it to the court reporter
(22) for her to put a sticker on and hand to the
(23) witness after I stop talking so she can put that
(24) on.

(25) A That's not Exhibit-2.

JerseyShore Reporting, LLC

SPITZ0043

60045-0043

Case No.: A-16

RA 009068

(1) MR. CANDEE: Exhibit-2.

(2) A Exhibit-2 is here, that's not Exhibit-2.
(3) Right here it says Exhibit-2.

(4) MR. MUIJE: No, no, the actual --
(5) what I e-mailed through to you guys.

(6) MR. CANDEE: I understand. John,
(7) just hang on a second. John, there's a sticker
(8) that say Exhibit-2 that I think is probably
(9) something that is annexed to your exhibit number
(10) one which I think is a subpoena and Exhibit-2
(11) for purposes of --

(12) THE WITNESS: Exit A.

(13) MR. CANDEE: I'm sorry?

(14) THE WITNESS: Exhibit A is what
(15) you're referring to there, I believe. This is
(16) Exhibit-A, not Exhibit-2.

(17) MR. CANDEE: You can go off the
(18) record for a second.

(19) (Whereupon, a discussion is held
(20) off the record.)

(21) MR. CANDEE: Let me make a
(22) suggestion that the court reporter mark the
(23) first thing as exhibit number 1 and keep that as
(24) a set as well too.

(25) (Whereupon, Subpoena is received

JerseyShore Reporting, LLC

SPITZ0044

60045-0044

Case No.: A-16

RA 009069

(1) and marked as Defendant's Exhibit-1 for
(2) Identification.)

(3) (Whereupon, LVLP Holdings is
(4) received and marked as Defendant's
(5) Exhibit-2 for Identification.)

(6) THE WITNESS: We back on?

(7) THE VIDEOGRAPHER: Yeah.

(8) MR. CANDEE: Okay, John, we're
(9) back -- I don't hear him.

(10) Q Okay, I muted my microphone for a
(11) second. Have we identified this one page with
(12) number SPZ860 in the lower right?

(13) A I have a document and on the bottom
(14) right-hand corner SPZ triple 0 860.

(15) Q Correct. And do you have that
(16) document in front of you, sir?

(17) A Yes, I do.

(18) Q And we're gonna have the court
(19) reporter mark that as Exhibit-2. And if you also
(20) have Exhibit-1, the first document we looked at
(21) mailed to you, the last two pages of that have a
(22) two-page e-mail attached which looks a lot like this
(23) Exhibit-2 and that was probably some of the
(24) confusion.

(25) A Yes, that's correct.

JerseyShore Reporting, LLC

SPITZ0045
60045-0045
Case No.: A-16

RA 009070

(1) Q Okay. And, in fact, the second page
(2) of Exhibit-A to Exhibit-1 is an e-mail that attaches
(3) basically Exhibit-2. So we have Exhibit-2 here
(4) twice, is that correct?

(5) A Correct.

(6) Q Okay. First of all, to your
(7) knowledge, where did all these entities that are
(8) listed in Exhibit-2?

(9) A Well I remember this document. This was a
(10) document that was prepared by my ex-partner Kenneth
(11) Eisenberg.

(12) Q Okay.

(13) A Not by me.

(14) Q And what was his purpose in preparing
(15) that?

(16) MR. HAYES: John, if I can state
(17) an objection. I object to the form of the
(18) question. I think we're getting into
(19) substantive tax issues rather than -- are you
(20) asking why that particular document was
(21) prepared?

(22) MR. MUIJE: No, I'm just asking
(23) what it represents, what it means. And then I'm
(24) gonna ask if we have any records for these
(25) individual entities.

JerseyShore Reporting, LLC

SPITZ0046

60045-0046

Case No.: A-16

RA 009071

(1) MR. HAYES: Okay. At this point
(2) I'll withdraw the objection if that's the
(3) direction you're going.

(4) MR. MUIJE: That's exactly the
(5) direction I'm looking for.

(6) Q Sir, what is your understanding what
(7) this document means or why it was prepared?

(8) A To the best of my knowledge, this document
(9) basically represents, disregarded entities for tax
(10) purposes.

(11) Q And what do you mean by disregarded
(12) entities for tax purposes, is that an accounting
(13) term or --

(14) A It's a tax term.

(15) MR. HAYES: I'm gonna renew my
(16) objection to the form of the question. I think
(17) it's beyond the scope of this custodian records
(18) deposition.

(19) Q Go ahead and answer.

(20) A Disregarded entity is a partnership that is
(21) only owned by one person or one entity.

(22) Q Now in the context of doing work for
(23) LVLV Holdings, did you ever obtain any records for
(24) Live Work, LLC, for example?

(25) A Not to my knowledge, don't recall.

JerseyShore Reporting, LLC

(1) Q To your knowledge, did Live Work, LLC,
(2) have any bank accounts separate and apart from the
(3) one LVLV Holdings account?

(4) A Couldn't tell you.

(5) Q You never saw any?

(6) A I don't know what year you're referring to.

(7) Q We can go each year starting with '07.
(8) Did you ever see separate bank October for Live
(9) Work, LLC in 2007?

(10) A Don't recall.

(11) Q Same answer for '08?

(12) A Don't recall.

(13) Q '09?

(14) A Don't recall.

(15) Q 2010?

(16) A Don't recall.

(17) Q 2011?

(18) A Do not recall.

(19) Q 2012?

(20) A Same, do not recall.

(21) Q 2013?

(22) A Do not recall.

(23) Q 2014?

(24) A Do not recall.

(25) Q 2015?

JerseyShore Reporting, LLC

SPITZ0048

60045-0048
Case No.: A-16

RA 009073

(1) A No.

(2) Q 2016?

(3) A No.

(4) Q And 2017?

(5) A Not done.

(6) Q Okay. And the reason that the answer
(7) changed slightly from don't recall to no is because
(8) you went through all your records from 2014 forward
(9) and there were no records, separate records for Live
(10) Work, LLC during that period of time, correct?

(11) A I didn't say that.

(12) Q You just have a clearer recollection
(13) of the more recent years, does that explain the
(14) minor deviation there, sir?

(15) A I was involved in '15 and '16.

(16) Q Okay. Well I appreciate that
(17) clarification. If you had any separate records for
(18) Live Work, LLC, would they have been produced in
(19) which you've produced?

(20) A Yes.

(21) Q And for 2015, 2016, 2017, you were the
(22) primary contact person for LVLP Holdings, is that
(23) correct?

(24) A Yes.

(25) Q So if there were any records during

JerseyShore Reporting, LLC

SPITZ0049

60045-0049

Case No.: A-16

RA 009074

(1) those three years from Meyer Property, LLC, you
(2) would have seen it and you would produced it,
(3) correct?

(4) A Which property?

(5) Q Meyer Property, LLC, the next one up
(6) on Exhibit-2.

(7) A Okay, if there was, yes, I would have seen it
(8) but, no, I did not see anything.

(9) Q On Las Vegas Land Partners, is the
(10) same answer, same question, if there were any
(11) separate records, you would have seen them?

(12) A Yes.

(13) Q Same thing for Aquarius Owner?

(14) A Yes.

(15) Q Same thing for Adrian Properties?

(16) A Yes.

(17) Q Same thing for Leah?

(18) A Yes, but it says here partial sale in seven
(19) so I don't know what's involved with Leah.

(20) Q Okay. I will tell you that part of
(21) the documents you produced for, to comply with the
(22) subpoena, involved sale and transfer of Leah's
(23) Property to an entity known as Casino Coolidge. Do
(24) you have any recollection regarding that
(25) transaction?

JerseyShore Reporting, LLC

SPITZ0050

60045-0050

Case No.: A-16

RA 009075

(1) A No, I do not.

(2) Q Would I be correct in my understanding
(3) that that transaction was accounted for and carried
(4) forward onto the LVLP Holdings tax return?

(5) MR. HAYES: Object to the form of
(6) the question. I believe that it is beyond the
(7) scope of the document production.

(8) MR. MUIJE: I'm just trying to
(9) identify what role Leah Holdings had and why
(10) we're producing these records.

(11) Q Go ahead, sir. I'm terrible on dates
(12) but I would want to say it occurred either at the
(13) end of 2013 or more roughly in 2014, Leah sold
(14) property that it owned in Las Vegas for an entity
(15) known as Casino Coolidge and would I be correct in
(16) my understanding if that paperwork, those
(17) transactions were accounted for and reported for
(18) through LVLP Holdings?

(19) MR. HAYES: And my objection was
(20) that I believe that that exceeds the scope of
(21) the subpoena for document production deposition
(22) but the witness can certainly answer the
(23) question.

(24) A Could you repeat the question again?

(25) Q Yes. The sale occurred from Leah, LLC

JerseyShore Reporting, LLC

SPITZ0051

60045-0051

Case No.: A-16

RA 009076

(1) to Casino Coolidge, you produced copies of various
(2) documents relating to that sale in the context of
(3) your documents that you produced in response to this
(4) subpoena. And my question comes down to whether
(5) that financial transaction was reported on the tax
(6) return of LVLP Holdings, LLC?

(7) A If there was a sale as you had indicated,
(8) then it was properly reported on the tax return for
(9) LVLP Holdings.

(10) Q And, to your knowledge, there was not
(11) a separate tax return for Leah, LLC, correct?

(12) A Not to my knowledge.

(13) Q And, again, just verifying that
(14) there's no separate documents in 2015, 2016 or 2017
(15) for Marc Property, LLC, to your knowledge?

(16) A No.

(17) Q Aaron Property, LLC?

(18) A May I just clarify? You're referring to '17.
(19) We have not seen any documents yet for '17 nor have
(20) we started the process of preparing anything for
(21) '17.

(22) Q Okay, I appreciate your clarification.
(23) Subject to that qualification and the 2014 documents
(24) would have covered work in 2015. Is that a hybrid
(25) thing between you and Mr. Eisenberg or did he do all

JerseyShore Reporting, LLC

SPITZ0052

60045-0052

Case No.: A-16

RA 009077

(1) of the 2014 tax work on a per diem basis in 2015?

(2) A I can't recall.

(3) Q For 2015 and 2016, he would have been
(4) out of the picture and it would have been your work,
(5) correct?

(6) A Correct.

(7) Q So limiting that to two years or any
(8) documents that may have already trickled in on 2017,
(9) there are no separate documents, transactions,
(10) records, et cetera, for Marc Property, LLC, to the
(11) best of your knowledge?

(12) A To the best of my knowledge for 2015 and '16,
(13) there are no separate records for Marc Property.

(14) Q And you haven't seen anything yet for
(15) 2017?

(16) A No, I have not.

(17) Q And let's make that the conditional
(18) assumption here for the rest of these. I'm gonna go
(19) through them and make sure there's no record
(20) wandering around that we're missing. So in 2015,
(21) 2016, and to the extent that a document may have
(22) trickled in for 2017, you haven't seen anything for
(23) Aaron, A-a-r-o-n, Property, LLC, correct?

(24) A No.

(25) Q Zoe, Z-o-e, Property, LLC?

JerseyShore Reporting, LLC

SPITZ0053

60045-0053

Case No.: A-16

RA 009078

- (1) A No.
- (2) Q Stella Property, S-t-e-l-l-a, LLC?
- (3) A No.
- (4) Q Ava, A-v-a, Property, LLC?
- (5) A No.
- (6) Q Las Vegas Bonneville Partners, LLC?
- (7) A No.
- (8) Q Casa Mitchell, LLC?
- (9) A No.
- (10) Q Exchange for Casa Mitchell, LLC?
- (11) A No.
- (12) Q Gaviayana Company, LLC? That's
- (13) spelled G-a-v-i-a-y-a-n-a, Company, correct?
- (14) A Correct, no.
- (15) Q Okay. Now with all of these, the Lea
- (16) transaction stands out a little bit. Did you ever
- (17) see a separate bank account, any separate bank
- (18) records for Leah, LLC, covering the period of time
- (19) you testified about?
- (20) A For the years I prepared, I do not recall.
- (21) Q Have you ever seen any corporate
- (22) paperwork for Lea, LLC such as the original
- (23) incorporating documents or limited liability company
- (24) charter, operating agreements, e-mails or anything
- (25) separate from Leah, LLC, as opposed to LVLP

JerseyShore Reporting, LLC

SPITZ0054

60045-0054

Case No.: A-16

RA 009079

(1) Holdings?

(2) A Do not recall.

(3) Q Okay. Did any of these sub-entities
(4) maintain separate accounting records for 2015, 2016
(5) or any other periods of time you looked at?

(6) A I did not see any.

(7) Q For example, when Leah would have to
(8) pay property tax, would that be paid for from the
(9) LVLV Holdings bank account according to the
(10) documents you've seen?

(11) A If there was tax to be --

(12) MR. HAYES: Objection to the form.
(13) Excuse me, I object to the form of the question.
(14) It assumes facts not in evidence, vague and
(15) ambiguous.

(16) Q To your knowledge, and, again, my
(17) purpose is not to get into the substance --

(18) THE VIDEOGRAPHER: Looks like we
(19) lost power guys.

(20) (Whereupon, a brief recess is
(21) held.)

(22) Q If you're ready to resume, Mr. Spitz,
(23) I remind you you're still under oath but we're
(24) making real good progress. And I forget exactly
(25) where we were. We had talked about the individual

JerseyShore Reporting, LLC

SPITZ0055

60045-0055

Case No.: A-16

RA 009080

(1) entities over time. Let me ask you this, you did
(2) indicate that Exhibit-2 was originally drafted or
(3) created by Mr. Eisenberg. So that would be a few
(4) years back, is that correct, sir?

(5) A Yeah.

(6) Q Now one of the recording entries I saw
(7) in the financial records earlier, in fact, there was
(8) a monthly installment amount, was for an entity
(9) known as Wink 1, are you familiar with Wink 1 at
(10) all, sir?

(11) A No.

(12) Q Okay. If I represented to you that
(13) Wink 1 is an entity also owned by LVLP, would that
(14) refresh your recollection in any way?

(15) A No.

(16) Q Have you ever seen any separate
(17) documents regarding Wink?

(18) A No.

(19) Q But if the ledger entries that say
(20) Wink 1 and show recurring income on a regular basis,
(21) that's being reported on the LVLP Holdings return,
(22) is that correct?

(23) A I did not audit the information given to me.
(24) I simply prepared a tax return based on the
(25) information given which were the totals.

JerseyShore Reporting, LLC

SPITZ0056

60045-0056

Case No.: A-16

RA 009081

(1) Q I understand. And do you have any
(2) reason to doubt my representation to you that 2013,
(3) 2014, 2015, 2016, there are recurring income
(4) entities for an entity known as Wink 1 or designated
(5) as Wink?

(6) A I cannot comment on that.

(7) Q Okay. And apparently they are showing
(8) as an income entry in the context of the overall
(9) return. Again, just to rephrase the question, to
(10) your knowledge, you've never seen any separate
(11) records on Wink separate and apart from your Las
(12) Vegas, LVLP Holdings, correct?

(13) A Correct.

(14) Q Okay. Sir, let's go back just a
(15) minute or two. I was thinking during our little
(16) break about your discussion regarding shredding.
(17) When was the last time you shredded documents for
(18) LVLP or for anybody, to the best of your knowledge?

(19) A Might have been December or January of,
(20) December of '16 or January of '17.

(21) Q So a little over a year ago, is that a
(22) fair statement?

(23) A I'm sorry. Might have been January of '18 or
(24) December of '17.

(25) Q Okay, I appreciate that clarification

JerseyShore Reporting, LLC

SPITZ0057

60045-0057
Case No.: A-16

RA 009082

(1) that's why I asked the follow-up question here. So
(2) two or three months ago, is that correct?

(3) A Possibly, yes. I can't really recall because
(4) again, it's either December or January is when we do
(5) it. So I can't really recall at this time.

(6) Q And that's an annual thing that you go
(7) through and shred all the records on an annual
(8) basis?

(9) A Yes.

(10) Q Now shredding implies physical
(11) records. What kind of physical documents do you
(12) retain regarding LVLP as opposed to electronic
(13) documents?

(14) A I couldn't tell you with LVLP.

(15) Q And would it include physical copies
(16) of the tax returns?

(17) A Not to my knowledge.

(18) Q I'm sorry, I didn't hear the answer to
(19) that, sir.

(20) A No, not to my knowledge.

(21) Q Do you print out e-mails and maintain
(22) those at all?

(23) A No, I do not.

(24) Q Would it include copies of the general
(25) ledgers for LVLP, for example?

JerseyShore Reporting, LLC

SPITZ0058

60045-0058

Case No.: A-16

RA 009083

(1) MR. HAYES: I object, excuse me,
(2) I'm gonna object to the question, it assume
(3) facts not in evidence.

(4) Q Do you know if at present, you have
(5) any physical documents for LVLP?

(6) A I would have to check. I can't recall what
(7) physical documents I have.

(8) Q Would there be a file draw somewhere
(9) by client number or by client name that you could
(10) look in?

(11) A I could.

(12) Q Okay. And, to your knowledge, would
(13) you have checked that while you were compiling all
(14) of the documents to comply with the subpoena?

(15) A Again, I'll tell you that whatever was in the
(16) file, I scanned and e-mailed.

(17) Q Okay. And I'm just trying to clarify
(18) in my own mind. You indicated most of these are in
(19) a directory on your network server. I'm just trying
(20) to differentiate between electronic files and
(21) physical hard copy files and ask you whether you
(22) went and looked in the filing cabinets or the file
(23) draws or wherever you might maintain to call hard
(24) copy files in terms of complying with the subpoena?

(25) A And I answered, I did look and whatever I had

JerseyShore Reporting, LLC

SPITZ0059

60045-0059

Case No.: A-16

RA 009084

(1) I Pdf'd.

(2) Q Good. That's a clarification, that's
(3) exactly what I wanted. So when you shred, you
(4) destroy the physical files that you have on a
(5) client, correct?

(6) A I don't know what you mean by files.

(7) Q The documents relating to a client.
(8) To shred something implies taking a piece of paper
(9) and putting it in a machine, correct?

(10) A Correct.

(11) Q And so when you do your annual cycle
(12) of shredding, you take whatever physical documents
(13) you have and you destroy those via shredding, is
(14) that correct?

(15) A Correct.

(16) Q How do you destroy your electronic
(17) files?

(18) A Electronic files, we clean out our computer
(19) systems every couple of years as well because we run
(20) out of room. In addition, our server was old and it
(21) collapsed so we got a new server. So a lot of the
(22) stuff that was old was destroyed. A lot of stuff
(23) was also destroyed because of Sandy.

(24) Q Okay. There's multiple components to
(25) that answer, sir, and I don't mean to be difficult

JerseyShore Reporting, LLC

SPITZ0060

60045-0060

Case No.: A-16

RA 009085

(1) with you.

(2) A I'm answering the question -- I'm just
(3) answering your question.

(4) Q I know and I'm just trying to break it
(5) down so I understand a little better. We know when
(6) Sandy happened, as soon as we check Wikipedia or a
(7) calendar or something. Was your server going down,
(8) did that occur before or after Hurricane Sandy?

(9) A That occurred before.

(10) Q Okay. Any idea how long before?

(11) A No.

(12) Q Okay. And have you maintained the
(13) same server that you acquired to replace it or did
(14) you acquire a new server after Hurricane Sandy?

(15) A Yes.

(16) Q And approximately how soon after
(17) Hurricane Sandy did you get that server?

(18) A Right after.

(19) Q Have you acquired any new computer
(20) hardware in terms of main servers or processors or
(21) storage capacity since that time?

(22) A Yes.

(23) Q Okay. Do you know how many gigabytes
(24) of storage memory your network currently has?

(25) A No.

JerseyShore Reporting, LLC

SPITZ0061

60045-0061

Case No.: A-16

RA 009086

(1) Q Can you check that and fill in the
(2) blank in the deposition?

(3) A Yes. _____

(4) MR. MUIJE: Okay. Ms. Reporter,
(5) if you'll leave a blank I'd like to know the
(6) total storage capacity of the SKE servers at
(7) this time.

(8) Q When was the last time you upgraded
(9) that capacity, sir, to the best of your knowledge?

(10) A I believe this December.

(11) Q Would have been December 2017?

(12) A Correct.

(13) Q Okay. Could you tell us in laymen's
(14) terms, what you did to upgrade that capacity?

(15) A I got a new server.

(16) Q Brand new server in December 2017?

(17) A Correct.

(18) Q Okay. And would you have used your IT
(19) gentleman that you testified about, I forget his
(20) name, I think it was Convex?

(21) A Yes.

(22) Q Okay. So he would have more detail
(23) and could give us all the technical data if we
(24) needed it, correct?

(25) A I would assume so.

JerseyShore Reporting, LLC

SPITZ0062

60045-0062

Case No.: A-16

RA 009087

(1) Q Okay, we hope so. Let me ask you
(2) this, sir. You're gonna give us e-mails and I very
(3) much appreciate that. In terms of electronic files,
(4) our people tell us as an accountant you use a lot of
(5) Excel spreadsheet, is that correct?

(6) A I use a lot of Excel spreadsheets?

(7) Q Our accounting experts indicate that
(8) it is common in the accounting industry for CPAs to
(9) use Excel spreadsheets to make adjusting entries and
(10) deal with the journals and registers and et cetera.
(11) Do you make a habit of using Excel spreadsheets?

(12) A That's a very general question with regard to
(13) making, adjusting entries and the answer is no.

(14) Q Okay. Do you use QuickBooks?

(15) A My clients use QuickBooks.

(16) Q Okay. What kind of software do you
(17) use to manipulate the QuickBook data that your
(18) clients provide you?

(19) A I don't manipulate data.

(20) Q Okay. What software do you use to
(21) create, for example, adjusting entry journals?

(22) A Whatever books or software my clients use,
(23) that is what I utilize.

(24) Q Okay. And, in fact, on your website
(25) don't you advertise that you provide QuickBook

JerseyShore Reporting, LLC

SPITZ0063

60045-0063

Case No.: A-16

RA 009088

(1) services?

(2) A For consulting.

(3) Q Okay. Do you use QuickBooks services
(4) in terms of actually working with your clients data?

(5) A Explain that, please.

(6) Q In terms of a client sends you several
(7) QuickBook files with their financial data in it, do
(8) you have the software to open and read that and
(9) understand that in terms of the data that your
(10) clients send you?

(11) A Yes.

(12) Q Okay. Where are those QuickBooks
(13) files maintained?

(14) A They are not files, they're software.

(15) Q Okay.

(16) A And it's on my server.

(17) Q Okay. And where is the software
(18) relating to LVLP's QuickBook records, is that all on
(19) your server too?

(20) A I returned all QuickBooks to my client.

(21) Q You return all of that to your client?

(22) A QuickBooks is your ledger, the ledger belongs
(23) to the client, not to the accountant.

(24) Q You produced numerous ledgers for us,
(25) correct?

JerseyShore Reporting, LLC

SPITZ0064

60045-0064
Case No.: A-16

RA 009089

(1) A Correct.

(2) Q And where are the source of electronic
(3) files for those ledgers that you printed out and
(4) produced?

(5) A Those were copies that I had.

(6) MR. HAYES: Excuse me, excuse me.
(7) I'm gonna object to the form of the question
(8) it's assumes facts not in evidence, vague and
(9) ambiguous.

(10) Q Go ahead and answer, please, Mr.
(11) Spitz.

(12) A Copies on my server.

(13) Q Okay. And can we ask you to produce
(14) copies? Because I think if you look at the subpoena
(15) carefully, you'll see that we asked for all these
(16) electronic records to you. When we asked you to --
(17) when you're going through and pulling your e-mails,
(18) can you also produce those electronic QuickBook
(19) records either on a disk or on a thumb driver,
(20) either or?

(21) A Sir, if you look at your documents, they
(22) already have been produced.

(23) Q And as far as documents, they don't
(24) look at all different?

(25) A Excuse me?

JerseyShore Reporting, LLC

SPITZ0065

60045-0065

Case No.: A-16

RA 009090

(1) Q Again, we want to look at the source
(2) electronic records so that we can see some of the
(3) mega data and some of the data that underlies those
(4) electronic records which would help us understand
(5) how they were used and what they represented, et
(6) cetera.

(7) A I gave you everything I had. I gave you
(8) everything I had. Don't know what else you're
(9) looking for. Everything was already submitted to
(10) you before which included the copies of the ledger
(11) and that's what I have and that's what you have.

(12) Q Okay. And what we're asking, we have
(13) physical copies printed out on Pdf. We want the
(14) electronic versions of those so that our accountants
(15) can better handle and understand and work with them.

(16) A I am not custodian of the records.

(17) Q I didn't hear what word you used,
(18) sir--

(19) A Custodian.

(20) Q -- can you repeat, please?

(21) A Custodian, it belongs to the client, not to
(22) the accountant.

(23) Q I understand it belongs to the client,
(24) but your client is a party to this litigation and
(25) we've subpoenaed those records in absent of

JerseyShore Reporting, LLC

SPITZ0066

60045-0066

Case No.: A-16

RA 009091

(1) protective court order, we're entitled to them.
(2) When you download or save copies of the e-mails,
(3) will you also download and save copies of your
(4) electronic files for us so we have complete copies
(5) of the records relating to LVLP to this litigation,
(6) please?

(7) A I gave you complete copies.

(8) Q We want the electronic version of
(9) those copies, sir. There's data in the electronic
(10) versions that doesn't exist in printed versions,
(11) that we're entitled to see.

(12) A That is not true.

(13) Q Our computer experts tell us
(14) otherwise, sir. Let me ask you this --

(15) A That's ridiculous.

(16) Q -- changing the subject, changing the
(17) subject, we can always go back to court, if
(18) necessary, and get a clarification from a judge.
(19) You have to have Word documents. I'm assuming your
(20) working program on your computer is Microsoft Word,
(21) is that correct?

(22) A Yes.

(23) Q And there are probably numerous Word
(24) documents on your computer relating to LVLP?

(25) A No.

JerseyShore Reporting, LLC

SPITZ0067

60045-0067

Case No.: A-16

RA 009092

(1) Q No documents in Word?

(2) A Not to my knowledge and whatever we had, we
(3) already disclosed.

(4) Q Other than the engagement letters, is
(5) there any single Word documents on your computer
(6) that relates to LVLP?

(7) A I already submitted everything I had.

(8) Q Okay. And once again, I'm gonna
(9) repeat the request and if your answer is we're not
(10) producing, I'll accept that answer and we'll let the
(11) court deal with it. I'm asking for electronic
(12) versions of the Word documents on your computers,
(13) sir. Is that something that you can provide on a
(14) memory stick or a disk?

(15) A I already told you that whatever was on my
(16) server for the particular years that I gave you, I
(17) submitted everything I had.

(18) Q Okay. And what we're asking is the
(19) electronic version, you've produced printed versions
(20) which we appreciate. We want the electronic
(21) versions as well. And, again, Mr. Candee is
(22) prepared, he has some media with him. You could
(23) certainly download it very quickly. If it's in one
(24) directory it takes one minute to transfer the
(25) electronic versions of these documents.

JerseyShore Reporting, LLC

SPITZ0068

60045-0068

Case No.: A-16

RA 009093

(1) A I already transferred, I already transferred
(2) everything I had, I do not have anything else. And,
(3) frankly, I don't have additional time this afternoon
(4) to sit and go through my files when Mr. Candee sits
(5) in my office. I could do it another time. I can
(6) look again. But I already submitted everything I
(7) had in my server that relates to Las Vegas Land
(8) Partner Holdings.

(9) Q Very good. And would you ask him when
(10) you go through this coming week, cause again, you've
(11) been gracious to offer to do that as far as the
(12) e-mails, I would just ask, it takes three more
(13) minutes at most, to copy the electronic files at the
(14) same time you're copying the e-mails, we would ask
(15) you to produce your Word versions and your QuickBook
(16) versions of the source records so that we have the
(17) electronic versions either on a disk or on a memory
(18) stick so that we have complete documentation.

(19) A I just --

(20) Q Can you do that within the next week?

(21) A Yeah, but I need to clarify one thing again.
(22) The QuickBooks are not my property. They belong to
(23) the taxpayer. They're in the custody --

(24) Q I understand that. The taxpayer is a
(25) party to this lawsuit which is why we requested

JerseyShore Reporting, LLC

SPITZ0069

60045-0069

Case No.: A-16

RA 009094

(1) copies of those documents.

(2) A You requested documents but you didn't
(3) request a general ledger which is what the
(4) QuickBooks is. I gave you copies of the general
(5) ledger which reflected all transactions in
(6) QuickBooks. If you want the actual QuickBook files,
(7) I would have to have a request for that.

(8) Q Yes. The request, if you look
(9) carefully, and I'm not gonna waste 15 minutes of
(10) your time or 15 minutes of mine right now, the
(11) request included the electronic versions of the
(12) file. I would ask while you're downloading or
(13) transferring the e-mails, it has to be a lot easier
(14) to do that electronically than print them out and
(15) scan them or print them, to please give us the
(16) electronic versions of your Word documents and your
(17) QuickBooks documents and your e-mail and that'll be
(18) a lot quicker and easier for you.

(19) A If it's part of the subpoena I will. But
(20) most of the time the subpoena said documents, did
(21) not specify electronic. It simply said documents.
(22) That's all it says.

(23) Q We will verify that later, sir.

(24) A Well I'm just saying.

(25) Q And verifying --

JerseyShore Reporting, LLC

SPITZ0070
60045-0070
Case No.: A-16

RA 009095

(1) A I'm saying your subpoena, your subpoena just
(2) says documents. It did not specify anything with
(3) regard to electronic. All the documents were
(4) submitted to you.

(5) Q I'll verify that, sir, if necessary.
(6) If necessary, we'll do another subpoena and we'll do
(7) the dog and pony show again which from a timing
(8) standpoint, fortunately for all of us, will be after
(9) April 15th.

(10) A Thank you.

(11) Q However, let's move on here. Do you
(12) notify LVLP each year that various documentation is
(13) gonna be shredded, purged and destroyed to the
(14) extent it's over three years?

(15) A Again, asked and answered.

(16) MR. HAYES: You asked it.

(17) Q And perhaps I didn't hear it. But the
(18) answer is you do not separately notify them of your
(19) intent to shred or destroy document?

(20) A I believe Mr. Hayes was trying to interrupt.

(21) MR. HAYES: John, may I speak,
(22) please?

(23) MR. MUIJE: Go ahead, Gary. Yes.

(24) MR. HAYES: John, I guess I'm
(25) somewhat at this point, I've been offline for

JerseyShore Reporting, LLC

SPITZ0071

60045-0071
Case No.: A-16

RA 009096

(1) about five minutes. I've been trying to reach
(2) you. I assume that the service would somehow
(3) know if I went offline. Is that part of this
(4) program that --

(5) MR. MUIJE: Gary, you're logged
(6) in.

(7) MR. HAYES: I know I was logged in
(8) but I was not able to get any -- did the service
(9) -- it indicated that I was disconnected from the
(10) service. I called Fern your assistant and she's
(11) been trying to reach you on the phone.

(12) MR. MUIJE: Obviously I turned my
(13) phone on silent so it wouldn't disrupt the
(14) deposition. We are here and all I can say is
(15) that the witness and I have been discussing
(16) electronic files. And it's his position that
(17) the subpoena did not cover that and it's my
(18) position it did. But if necessary, I'll issue a
(19) new subpoena.

(20) MR. HAYES: Okay, John, I would
(21) ask that you turn your phone on so if I need to
(22) contact you and I'm offline, there's no way I
(23) can reach you since you're not in your office,
(24) please.

(25) MR. MUIJE: It does look like one

JerseyShore Reporting, LLC

SPITZ0072
60045-0072
Case No.: A-16

RA 009097

(1) missed call, I'll turn it on. But people will
(2) have to forgive me if it rings from somebody
(3) else in the middle of this. Okay, I don't get
(4) that many phone calls. Let's resume.

(5) Q You'll tell me if you already answered
(6) this sir, but I just need to clarify it for the
(7) record. Other than through your engagement letter,
(8) do you ever notify LVLV that you're gonna destroy
(9) and purge their, all their records more than three
(10) years old?

(11) A No.

(12) MR. HAYES: I'm gonna object to
(13) the form of the question. It's been asked and
(14) answered.

(15) Q Go ahead and answer, sir.

(16) A No.

(17) Q Okay, very good. If you have
(18) Exhibit-3 available to you, sir, let's look at that
(19) now.

(20) A I do not have Exhibit-3.

(21) MR. CANDEE: Hang on, hang on.
(22) Okay, the court reporter is gonna mark it as
(23) Exhibit-3 and then I'll let you know when it's
(24) in front of the witness.

(25) (Whereupon, Record Retention Guide

JerseyShore Reporting, LLC

SPITZ0073

60045-0073
Case No.: A-16

RA 009098

(1) is received and marked as Defendant's
(2) Exhibit-3 for Identification.)

(3) MR. CANDEE: For what it's worth,
(4) the court reporter has marked a two-page
(5) document as Exhibit-3 and has handed it to the
(6) witness.

(7) Q Very good. Do you recognize that
(8) document, sir?

(9) A I guess this is on our website which hasn't
(10) been adjusted in more than 10 years.

(11) Q Okay. And are you indicating that
(12) this two-page document which is a print out from
(13) your website, we printed out this morning, as a
(14) matter of fact, there's a page or a part of your
(15) website that says record retention guide, is that
(16) correct, sir?

(17) A Yes, and this is for clients not for us.

(18) Q I understand. I just want to verify
(19) this is on your website, to the best of your
(20) knowledge, correct?

(21) A Yes.

(22) Q And in this you tell the clients how
(23) important it is to maintain various records,
(24) including certain records that quote unquote
(25) business records to keep forever at the bottom of

JerseyShore Reporting, LLC

SPITZ0074

60045-0074

Case No.: A-16

RA 009099

(1) the page, correct?

(2) A I don't tell my clients, it's on my website.

(3) Q Okay. Well what's the purpose of
(4) having that on your website, sir?

(5) A It was something that was set up by another
(6) company a long time ago, merely marketing.

(7) Q You haven't seen any reason to take it
(8) down?

(9) A No, I haven't even looked at it to be honest,
(10) in a long time.

(11) Q Okay. And, in fact, at the very top
(12) of Exhibit-3 you discussed certain, it says special
(13) circumstances how important it is to create and keep
(14) backups. Do you see that, sir?

(15) A Yes.

(16) Q Okay. And you consider that sound
(17) advice to your clients?

(18) A I haven't discussed this with my clients.

(19) Q Okay. And at the present time, do you
(20) have any intention to take this down off your
(21) website because it's misleading or inaccurate?

(22) A I didn't say it was misleading.

(23) MR. HAYES: Object to the form of
(24) the question. It's argumentative, calls for
(25) speculation. It's vague and ambiguous.

JerseyShore Reporting, LLC

SPITZ0075

60045-0075
Case No.: A-16

RA 009100

(1) Q Go ahead and answer, sir.

(2) A I did not say it was misleading or ambiguous
(3) and I have no idea.

(4) Q Okay. But as of this moment today, if
(5) I log on looking for an accountant on your website,
(6) I'll see this page and this is advice that you're
(7) putting out there for clients and potential clients,
(8) is that correct?

(9) A It's on my website.

(10) MR. HAYES: Same, same objection.
(11) Same objection.

(12) Q Now if we can go to Exhibit-4 which is
(13) a stack of invoices that were contained in the
(14) document production specifically Bates pages.

(15) A I do not have the documents, I don't have the
(16) documents.

(17) Q I'll ask Mr. Candee to put it together
(18) and give it to the reporter and I'll wait until he
(19) has it in front of you.

(20) MR. CANDEE: Yeah, what was
(21) document number five appears to not have printed
(22) or if it did, it hasn't been brought down yet.
(23) So that's just something -- we can show him on
(24) the screen.

(25) MR. HAYES: John, John, if I may.

JerseyShore Reporting, LLC

SPITZ0076
60045-0076
Case No.: A-16

RA 009101

(1) You indicated that this deposition would
(2) probably go an hour and a half to two hours. I
(3) assume we're close to being done --

(4) THE WITNESS: Two hours.

(5) MR. HAYES: -- at this point?

(6) MR. MUIJE: Yeah, if I could avoid
(7) further objections and interruptions, I think I
(8) can get done if 15 or 20 minutes.

(9) MR. HAYES: Well I can't guarantee
(10) that.

(11) MR. MUIJE: Well, again, Mr. Spitz
(12) was charging us for two and half hours, I'll be
(13) done by two and a half hours --

(14) THE WITNESS: I did not charge you
(15) for two and a half hours.

(16) MR. MUIJE: -- guaranteed.

(17) THE WITNESS: I don't believe I
(18) charged you for two and a half hours.

(19) MR. MUIJE: Pardon, sir?

(20) THE WITNESS: I don't believe I
(21) charged you for two and a half hours.

(22) MR. CANDEE: Is Exhibit-4 the
(23) invoices?

(24) MR. MUIJE: Correct.

(25) (Whereupon, Invoices is received

JerseyShore Reporting, LLC

SPITZ0077

60045-0077

Case No.: A-16

RA 009102

(1) and marked as Defendant's Exhibit-4 for
(2) Identification.)

(3) MR. HAYES: John, I've reviewed
(4) this exhibit and I object on the ground of
(5) relevance.

(6) Q Have you had a chance to look at those
(7) Mr. Spitz?

(8) A Yes.

(9) Q Okay, are these true and correct
(10) copies of invoices generated by your firm regarding
(11) LVLP, is that correct?

(12) A Yes.

(13) Q And in that context, were these
(14) generated at approximately the time shown on the
(15) invoice?

(16) A It was a reprint.

(17) Q Okay.

(18) A But there is, where do you see a time? I
(19) don't see a time.

(20) Q You're right, just the dates for
(21) example, 843?

(22) A What is 843, please?

(23) Q It should be on the first page lower
(24) right-hand corner.

(25) A Okay, okay, yeah.

JerseyShore Reporting, LLC

SPITZ0078

60045-0078

Case No.: A-16

RA 009103

(1) Q It states on that invoice November 3,
(2) 2007, 11/3/2007 and it has an invoice number?

(3) A Correct.

(4) Q Do you see that, sir?

(5) A Correct.

(6) Q Was that invoice generated on or about
(7) November 3rd, 2007?

(8) A I would assume so.

(9) Q Now how do you maintain copies of
(10) these invoices, do you maintain physical copies or
(11) electronic?

(12) A These are on my system.

(13) Q Okay. How does it come to have the
(14) stamp paid 1/25/08 on it?

(15) A In my general ledger system when something is
(16) paid electronically, that's how it's stamped, that's
(17) the software.

(18) Q Okay. Do you know the name for that
(19) software, sir?

(20) A QuickBooks.

(21) Q QuickBooks, okay. Now let me ask you
(22) this, this is an '07 invoice and then 844 is an '09
(23) invoice, long predates of the rest of your
(24) documents. How come you still have these on your
(25) server?

JerseyShore Reporting, LLC

SPITZ0079

60045-0079

Case No.: A-16

RA 009104

(1) A I found these on my laptop. Because I used
(2) to keep --

(3) Q Okay.

(4) A -- my QuickBooks on my laptop not in my
(5) server. I didn't want anybody else having access to
(6) my books.

(7) Q Okay. So do you have all the invoices
(8) you ever generated to LVLP on your server -- strike
(9) that.

(10) On your laptop? I misspoke?

(11) A Whatever I gave you is what I have.

(12) Q Okay. And did you, in fact, print out
(13) and produce all of the documents on your server for
(14) us in the context of complying with the subpoena?

(15) A Yes, I did.

(16) Q Again, I said server, I meant laptop.

(17) A Yes, I did.

(18) Q Very good. And were these original
(19) invoices compiled and generated at the times, on the
(20) dates indicated on the invoices?

(21) A I would assume so.

(22) Q And when a payment posts, it
(23) automatically stamps the invoice using the QuickBook
(24) software?

(25) A Using the QuickBook software, yes.

JerseyShore Reporting, LLC

SPITZ0080

60045-0080

Case No.: A-16

RA 009105

(1) Q Okay. And to the best of your
(2) knowledge, these invoices are accurate true and
(3) correct as generated back on the dates indicated,
(4) correct?

(5) A Yes.

(6) Q Would there be any other invoices to
(7) LVLP that didn't end up on your lap or didn't show
(8) here?

(9) A Not to my knowledge.

(10) Q Finally, let's turn to Exhibit-5, if
(11) we can. Exhibit-5 is a second supplemental
(12) production.

(13) THE VIDEOGRAPHER: I'm going to
(14) have to slide the computer over to him because
(15) we don't have that one printed out.

(16) MR. MUIJE: You haven't printed it
(17) out yet, am I my understanding?

(18) MR. CANDEE: Yes, so we're gonna--

(19) THE VIDEOGRAPHER: I'm gonna move
(20) the computer over to him just to avoid delays.

(21) A I have a document in front of me but I don't
(22) know if it is Exhibit-5 or not. I was told it's
(23) Exhibit-5.

(24) THE VIDEOGRAPHER: It's what I
(25) uploaded as Exhibit-5.

JerseyShore Reporting, LLC

SPITZ0081

60045-0081

Case No.: A-16

RA 009106

(1) Q The first part is legal stuff produced
(2) by Mr. Hayes' office. It's about five pages in, we
(3) get to number documents --

(4) A Hold on, hold on, hold on, hold on, hold on,
(5) hold on. This one says SDIS that's the first line.
(6) I don't know if we're looking at the same thing and
(7) I don't know if Mr. Hayes has this in front of him.

(8) Q I e-mailed him a copy so he should
(9) have it.

(10) A Is he on?

(11) MR. HAYES: I have it.

(12) A Yes. Okay, I'm looking at page five which
(13) is, it looks like my engagement letter to Mr.
(14) Mitchell for LVLP Holdings.

(15) Q And the lower right-hand corner has
(16) 1115?

(17) A Yes.

(18) Q Okay. Sir, when you produced the
(19) first 1400, 1114 documents for us, we didn't have
(20) these. Is there a reason for that?

(21) A I don't know why you don't have them.

(22) Q Okay. How did we come to get this
(23) separate group of documents that showed up a couple
(24) of weeks later and had to be disclosed separately
(25) after we had our first wave of documents?

JerseyShore Reporting, LLC

SPITZ0082

60045-0082
Case No.: A-16

RA 009107

(1) A What are you asking me?

(2) Q I'm asking you why this wasn't
(3) produced with your first wave of documents?

(4) A Couldn't tell you. You know, I didn't, I
(5) didn't just --

(6) Q You produced them to Mr. Hayes
(7) originally at that first group of documents you
(8) sent.

(9) A I spent X amount of hours per day trying to
(10) produce your documents. It's tax reason right now.
(11) I can't spend all this time doing this. My time was
(12) in excess of what I billed for. So I did the best
(13) that I could. And while I found the information, I
(14) was able to gather it and send it out. As far as
(15) timing, I couldn't tell you why.

(16) Q Okay. But to the best of your
(17) knowledge, do you recall when you electronically
(18) transmitted the first 1114 pages to Mr. Hayes?

(19) A No, I do not.

(20) Q You don't dispute that you didn't send
(21) this approximate and going up to 1129, 1115 through
(22) 1129 it looks to be five or six engine letters.

(23) A Hold on. I'm only, I'm only on 1115. So I
(24) don't know what you're referring to on 1129. So I
(25) have to flip through it on the laptop.

JerseyShore Reporting, LLC

SPITZ0083

60045-0083

Case No.: A-16

RA 009108

(1) Q That's fine. Take your time, sir.

(2) A And from what I see, it's just the engagement
(3) letters, am I correct?

(4) Q That's correct, five years of
(5) engagement letters.

(6) A Okay.

(7) Q Do you recall when you transmitted
(8) these documents to Mr. Hayes?

(9) A Maybe in the last two weeks, I can't recall.

(10) Q And do you have any understanding as
(11) to why they weren't transmitted with the first wave
(12) of documents approximately a month ago?

(13) A Again, I can only tell you I've been very
(14) busy. I work seven days a week, 15 hours a day.
(15) It's very difficult for me to sit and do this in one
(16) sitting.

(17) Q Let me ask you this, where is the
(18) engagement letter that should have been dated
(19) January 2017?

(20) A Let me see what the last one is, I have no
(21) idea. I didn't do one yet for 2017 because we
(22) didn't prepare it yet.

(23) Q If you go in sequence here, sir, and
(24) they're in reverse order.

(25) A I have to go back again.

JerseyShore Reporting, LLC

SPITZ0084

60045-0084

Case No.: A-16

RA 009109

(1) Q Yeah, 1115 is '08 of all the crazy
(2) things and the 1118 has 2016 and 1121 is '15.

(3) A You're asking me -- it's very, excuse me?
(4) Excuse me? Could you please stop talking and
(5) listen. Please. I'm on a laptop, it's going very
(6) slow. You're referring to a lot of pages that are
(7) not in front of me that I can flip through. These
(8) are engagement letters. They were sent possibly in
(9) the last two weeks. I don't know what specifically
(10) you're looking for me to answer other than these are
(11) my engagement letters. Period.

(12) Q And my question, sir, very simply,
(13) I'll represent to you that there are sequential four
(14) years of engagement letters here covering 2013,
(15) dated 2013, 2014, 2015, 2016. If you follow that
(16) sequence there should be an engagement letter dated
(17) January 2017. Do you know where that is?

(18) A We didn't do one. I've been having problems
(19) collecting my money. So we basically said we're not
(20) gonna do anything until we get an engagement letter
(21) signed and until we get some money in advance. And
(22) we haven't done the engagement nor have we gotten
(23) any money.

(24) Q Okay. And that's been the status for
(25) over a year here?

JerseyShore Reporting, LLC

SPITZ0085

60045-0085

Case No.: A-16

RA 009110

(1) A Not every year. We've had some problems
(2) collecting money.

(3) Q Let me ask you this, sir, it jumps
(4) from '08 which long predates your other records and
(5) goes to 2013. How did you happen to have a copy of
(6) your 2008 engagement letter but not '09, 2010, 2011,
(7) 2012?

(8) A It was whatever I was able to retrieve for
(9) you. I can't answer that.

(10) Q Were these on your laptop or on your
(11) server?

(12) A I can't answer that, I don't know.

(13) Q When you send an engagement letter,
(14) obviously the client has to sign it. When it comes
(15) back do you keep the physical document?

(16) A It's all electronic.

(17) Q So if it came back in an envelop in
(18) the mail, you'd scan and then shred the hard copy?

(19) A That's what we started to do, that's correct.

(20) Q Looking back at Exhibit-4.

(21) A What's Exhibit-4 again?

(22) Q Those were the invoices.

(23) A Yes.

(24) Q You have a signed engagement letter
(25) dated January 3rd, 2016, that's page 118.

JerseyShore Reporting, LLC

SPITZ0086

60045-0086

Case No.: A-16

RA 009111

(1) A Hold on. 1-1 what?

(2) Q I'll represent to you that page 118 is
(3) your signed engagement letter covering calendar year
(4) 2016.

(5) A Okay.

(6) Q The last two pages of Exhibit-4 are
(7) the invoices covering 2015 and 2016.

(8) A Yes.

(9) Q And they show, for example, and these
(10) are numbered on the bottom right of the page, sir,
(11) on page 853, the last page.

(12) A Yes.

(13) Q On August 24th you billed for the
(14) services related to preparing the 2016 tax return?

(15) A Correct.

(16) Q Do you see that?

(17) A Correct.

(18) Q And it's marked paid on October 19th
(19) slightly less than two months later, is that
(20) correct?

(21) A Yes.

(22) Q And despite that being a (inaudible)
(23) payment, I understand I prefer to be paid in 10 days
(24) or 20 days as opposed to 50 days, you didn't see it
(25) appropriate to get a 2017 engagement letter?

JerseyShore Reporting, LLC

SPITZ0087

60045-0087

Case No.: A-16

RA 009112

(1) A No, because I had problems collecting.

(2) Q Okay. Now I do have one other
(3) question deriving from an invoice, these invoices,
(4) sir. Let me find the correct page here. Up on the
(5) very right-hand side it's marked 848.

(6) A Hold on.

(7) MR. HAYES: John, what exhibit?

(8) MR. MUIJE: It's in Exhibit-4,
(9) it's Exhibit-4, lower right side it's marked
(10) 848.

(11) Q Do you have that page in front of you,
(12) sir?

(13) A Yes.

(14) Q Okay. The date of the invoice is
(15) February 5th, 2016. Do you see that?

(16) A Yes.

(17) Q Okay. And the services described are
(18) preparation of books and records through it says
(19) general ledger 2011 to 2014. Could you describe for
(20) us why you were doing general ledgers for several
(21) years back as recently as 2016?

(22) A Client requested a copy of his general
(23) ledger.

(24) Q And you couldn't just print it out,
(25) you had to spend a dozen hours approximately give or

JerseyShore Reporting, LLC

SPITZ0088

60045-0088

Case No.: A-16

RA 009113

(1) take to do that?

(2) A I couldn't tell you how many hours it took.

(3) Q In that regard, how do you generate
(4) these invoices, do you keep time sheets, do you bill
(5) by the project, how does that work?

(6) A It's based on time.

(7) Q And would you still have the source
(8) records underlying this invoice to show how many
(9) hours you spent?

(10) A I'm not sure, I would have to check.

(11) Q Okay. But when they were prepared by
(12) you or your firm preparing tax returns every year,
(13) why would you have to re-do them?

(14) A I don't prepare the general ledger
(15) year-by-year, that's not my -- those are not my
(16) books, taxpayers books.

(17) Q And I understand that but if I
(18) understand correctly here, you did prepare, you went
(19) back and prepared ledgers for those years
(20) proactively, why was that necessary?

(21) MR. HAYES: John, I'm gonna object
(22) to the form of the question to the word, term
(23) prepared. I think it's vague and ambiguous and
(24) misleading.

(25) MR. MUIJE: It says preparation of

JerseyShore Reporting, LLC

SPITZ0089

60045-0089

Case No.: A-16

RA 009114

(1) books and records on the invoice, Gary, I'm just
(2) quoting his own invoice.

(3) MR. HAYES: Well that's the
(4) objection. If the witness wants to answer it.

(5) Q Go ahead, Mr. Spitz. I'm trying to
(6) understand this particular invoice. What you did
(7) and why it was necessary.

(8) A The preparer's possibly just getting the
(9) books and records and giving it back to the
(10) taxpayer. I don't prepare, I don't prepare --

(11) Q How could you have done the 2011, 2012
(12) and 2013 returns on a timely basis if you didn't
(13) have ledgers for those years?

(14) A I didn't prepare 2011, '12 and '13 which I
(15) previously told you, number one. Number two, I
(16) don't have the records for '11. I can't answer
(17) that. As far as '12 and '13, that was my ex-partner
(18) who could answer those questions, I did not prepare.

(19) Q I'll represent to you that we have
(20) returns from your firm for those years. I believe
(21) you actually signed the return.

(22) A And asked and answer before. I already told
(23) you before, I do a cursory review and I sign the
(24) return, I did not prepare the returns. You asked
(25) me, I responded.

JerseyShore Reporting, LLC

SPITZ0090

60045-0090

Case No.: A-16

RA 009115

(1) Q And you still don't have a separate
(2) understanding as to why it was necessary to go back
(3) and recreate those ledgers so-to-speak?

(4) A No, I do not.

(5) MR. HAYES: I object to the form
(6) of the question, vague and ambiguous,
(7) argumentive.

(8) Q Let me ask you this then. Were those,
(9) the ledgers that you prepared in 2016 produced for
(10) us and disposed in response to the subpoena?

(11) A I did not prepare ledgers.

(12) Q I understand you don't prepare
(13) ledgers. I'll represent to you that we've gotten
(14) multiple ledgers in terms of your subpoena
(15) compliance, sir. And that kind of asks another
(16) question. Did Mr. Hayes give you back a complete
(17) set of the documents numbered and indexed like he
(18) gave it to us or did you just send it to him and
(19) then he did his own thing and you haven't seen what
(20) he did to them?

(21) A He may have sent me an e-mail but I did not
(22) pay attention to it.

(23) Q Okay. I'll represent to you that
(24) there are ledgers in there, let me give you the
(25) exact --

JerseyShore Reporting, LLC

SPITZ0091

60045-0091
Case No.: A-16

RA 009116

(1) A I know exactly what they were in there, it's
(2) called documents. And those documents represent
(3) what I had in my files. I have nothing else.

(4) Q And, again, just for reference sake,
(5) and we can produce them if we need to but starting
(6) at Bates number 881 --

(7) A I don't know what you're talking about.

(8) Q I understand you don't have these,
(9) sir.

(10) A So I can't answer you.

(11) Q These are the documents that Mr. Hayes
(12) produced for us and represented to us were included
(13) in all the documents you sent. And there's four
(14) specific documents that are described as Las Vegas
(15) Land Partners (inaudible), which corresponds to the
(16) information I'm seeing on this invoice.

(17) MR. HAYES: John, John, I'm gonna
(18) object to the form of the question. I think
(19) you're asking the witness about documents that
(20) he doesn't have in front of him that have been
(21) produced in the subsequent, what we call the new
(22) case. And unless he can actually see the
(23) documents, I think it's unfair and possibly
(24) misleading to ask him questions about those
(25) documents. Does he have a copy of those

JerseyShore Reporting, LLC

SPITZ0092

60045-0092

Case No.: A-16

RA 009117

(1) documents right in front of him?

(2) THE WITNESS: No, I do not.

(3) Q Well I can print it out here, scan it
(4) and e-mail it to you, but I'm cognizant of the time.
(5) I don't want you to hold you up any longer than
(6) necessary. I'm just saying, do you have any reason
(7) to doubt my statement that sequentially that appears
(8) to be what was covered by this invoice and it
(9) appears to have been produced by you to Mr. Hayes
(10) and by Mr. Hayes in turn to me a couple of weeks
(11) ago?

(12) MR. HAYES: I'm gonna renew the
(13) objection. I think it's vague and ambiguous.
(14) And I don't think the witness can answer
(15) questions regarding documents that are nearly
(16) referred to as Bates stamps that he's never
(17) reviewed and doesn't have them in front of him
(18) now. He doesn't know what you're talking about,
(19) John.

(20) MR. MUIJE: Well let me defer
(21) then. We're obviously going to have some
(22) e-mails that we're gonna need to go through.
(23) And, again, this was a custodian of records
(24) deposition. I was just trying to get a handle
(25) on whether or not what's reflected in Exhibit-4

JerseyShore Reporting, LLC

SPITZ0093

60045-0093
Case No.: A-16

RA 009118

(1) here in front of him, relates to the documents
(2) that he produced for your office, it seemed to
(3) be labeled identically with the discreet of
(4) services on his invoice.

(5) MR. HAYES: That's a fair question
(6) if he had both sets of documents in front of
(7) him.

(8) MR. MUIJE: And when we resume for
(9) the substantive deposition after tax season
(10) we'll definitely ask that. But I'm not going to
(11) the extent that it's going to take us 20 minutes
(12) to produce those and put them in front of him at
(13) this point. But I will defer the question
(14) because I just want to make sure that the
(15) documents that I'm looking at there, are the
(16) same documents that are identified in Exhibit-4.
(17) Just give me a minute or two, I may have one or
(18) two wrap-up questions in context of what we may
(19) need to do. I'm gonna mute my microphone and
(20) should be back in about 60 to 90 seconds.

(21) (Whereupon, a discussion is held
(22) off the record.)

(23) MR. HAYES: I'm ready to back on
(24) the record, John.

(25) MR. MUIJE: Okay, if we're ready

JerseyShore Reporting, LLC

SPITZ0094

60045-0094

Case No.: A-16

RA 009119

(1) to go back on the record, I think I just have
(2) two more quick little blocks of questions.

(3) Q Sir, we talked about all of these
(4) disregarded entities in terms of the, you know,
(5) preparing LVLP's tax returns. Are you aware of any
(6) other entities that were not contained on that list
(7) for the disregarded entities that had their
(8) financial transactions handled and run as disregard
(9) entities through LVLP? In other words, I mentioned
(10) one that we have seen, but are there any other
(11) entities that weren't already listed and included on
(12) that list?

(13) A No.

(14) Q And we have seen your engagement
(15) letters in Exhibit-5. Did I understand correctly
(16) that you got a separate engagement letter from LVLP
(17) for every year, is that your policy?

(18) A Yes.

(19) Q And, again, we have a gap there
(20) between '08 and between the next year which I think
(21) was 2013. Was it your recollection and testimony
(22) that you did get engagement letters from LVLP for
(23) '09, '10, 2011 and 2012?

(24) A To the best of my knowledge, yes, but, again,
(25) whatever documents I had, I gave you.

JerseyShore Reporting, LLC

SPITZ0095

60045-0095
Case No.: A-16

RA 009120

(1) Q And it's my understanding from your
(2) earlier testimony that those letters, those
(3) engagement letters, are basically originated more
(4) than a decade ago and each of them would have
(5) advised LVLP that it was their responsibility to
(6) maintain any records because you were gonna destroy
(7) your copies after three years, right?

(8) A I don't think that --

(9) MR. HAYES: I'm gonna object to
(10) the form of the question. I think that
(11) misstates, not only misstates the documents
(12) since that's not in evidence.

(13) A Right.

(14) Q Let me rephrase the question.

(15) A It's not here any way.

(16) Q My understanding is that you did have
(17) engagement letters for that span of years, probably
(18) even earlier than 2008, probably back in '07, '05.
(19) Is your recollection that you had engagement letters
(20) from years, '07 and '06 and '05?

(21) A Why are you saying I have '07 and '05?

(22) Q I'm not asking if you have them.

(23) A No, you just stated a fact that I have '07
(24) and '05. You stated a fact. I did not say that.
(25) You're stating facts that are not true.

JerseyShore Reporting, LLC

SPITZ0096

60045-0096

Case No.: A-16

RA 009121

(1) Q Okay. Starting in '08, at the latest
(2) you had required engagement letters from LVLP,
(3) correct?

(4) A We strive to do that with our clients.

(5) Q And you don't recall how much sooner
(6) than '08 that would have been?

(7) A No, I do not.

(8) Q And those letters -- strike that.
(9) It's my understanding that your
(10) practice in those engagement letters was to
(11) advise clients of your records retention policy
(12) and if they wanted to have copies of these
(13) records, they needed to come retrieve them or
(14) get them from you because you were intending to
(15) destroy your copies, correct?

(16) A Not true.

(17) Q Okay.

(18) A I did not state that. If you read, I don't
(19) have the engagement letters in front of me, again,
(20) it's on the laptop which is not in front of me. So
(21) I do not know specifically what my engagement
(22) letters states.

(23) Q Let me read you a relevant paragraph
(24) in the engagement, letter, it's on page 1116.

(25) A Again, it's not in front of me.

JerseyShore Reporting, LLC

SPITZ0097

60045-0097

Case No.: A-16

RA 009122

(1) Q Pardon me?

(2) A It is not in front of me, I don't have access
(3) to it.

(4) Q Let me just read it very carefully and
(5) I'll read slowly and distinctly. It's the third
(6) paragraph from the bottom page 1116 which is page
(7) two of your engagement letter quotation, "by your
(8) signature below, you acknowledge and agree upon the
(9) expiration of the three year period SKE Group, LLC,
(10) shall be free to destroy our records related to
(11) these engagements. If you want to look at it there,
(12) sir, I guess that's what we're doing.

(13) A Okay, I'm looking at 1116.

(14) Q Three paragraphs from the bottom, it's
(15) only two sentences.

(16) A Which one, by your signature below?

(17) Q Correct.

(18) A Yep, that's correct.

(19) Q And in the paragraph directly above it
(20) says basically you're gonna keep your documents for
(21) three years and return them if they requested?

(22) A Yes.

(23) Q It's the fourth paragraph from the
(24) bottom, it's our policy to keep records related to
(25) the engagement for three years. Do you see that,

JerseyShore Reporting, LLC

SPITZ0098

60045-0098

Case No.: A-16

RA 009123

(1) sir?

(2) A Yes.

(3) Q And that's been your policy since at
(4) least '08 to advise the clients that it becomes
(5) their responsibility to retain these source records,
(6) not yours, because you're gonna destroy them?

(7) MR. HAYES: I object. The
(8) document speaks for itself.

(9) Q Go and answer it, sir.

(10) A It's what the documents says.

(11) Q Okay. That's been the variations of
(12) your engagement letter since that time, is that
(13) correct?

(14) A That's our engagement letter, yes.

(15) MR. MUIJE: Okay. I think that's
(16) all of the questions that I have at this time.
(17) And I would note for the record that we're at
(18) two hours and approximately 22 minutes. So a
(19) little less than my estimate and a little less
(20) than Mr. Spitz billed us for. So I appreciate
(21) your cooperation --

(22) THE WITNESS: I owe you seven
(23) minutes, John, and I'll send you a check for
(24) seven minutes.

(25) MR. MUIJE: --(inaudible) a very

JerseyShore Reporting, LLC

SPITZ0099

60045-0099
Case No.: A-16

RA 009124

(1) happy camper. Thank you.

(2) THE WITNESS: Unbelievable.

(3) Typical attorney.

(4) THE VIDEOGRAPHER: Off the video.

(5)

(6)

(7)

(8)

(9)

(10)

(11)

(12)

(13)

(14)

(15)

(16)

(17)

(18)

(19)

(20)

(21)

(22)

(23)

(24)

(25)

JerseyShore Reporting, LLC

SPITZ0100

60045-0100

Case No.: A-16

RA 009125

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)
- (12)
- (13)
- (14)
- (15)
- (16)
- (17)
- (18)
- (19)
- (20)
- (21)
- (22)
- (23)
- (24)
- (25)

C E R T I F I C A T E

I, KIMBERLY A. DIEHL, a Certified Court Reporter and Notary Public of the State of New Jersey, certify that the foregoing is a true and accurate transcript of the stenographic notes of the deposition of said witness who was first duly sworn by me, on the date and place hereinbefore set forth.

I FURTHER CERTIFY that I am neither attorney, nor counsel for, nor related to or employed by, any of the parties to the action in which this deposition was taken, and further that I am not a relative or employee of any attorney or counsel in this case, nor am I financially interested in this case.

 KIMBERLY A. DIEHL, C.C.R.
 LICENSE NO. 30X100188900

JerseyShore Reporting, LLC

A	41:13	9:22 75:17	43:13 55:15	5:9	3:5
A-a-r-o-n (1)	accumulati...	76:6	65:9 75:25	appearing ...	asked (9)
53:23	42:1	advise (2)	76:2 89:23	5:11,14	17:6 58:1
A-r-n-a-u-...	accurate (5)	97:11 99:4	91:6 93:13	appears (3)	65:15,16
34:12	10:15 11:15	advised (1)	amended (3)	76:21 93:7	71:15,16
A-v-a (1)	13:3 81:2	96:5	13:17 14:11	93:9	73:13 90:22
54:4	101:7	affidavit (1)	16:1	apples (1)	90:24
Aaron (2)	acknowled...	14:14	amicable (1)	13:11	asking (15)
52:17 53:23	98:8	affiliates (1)	36:7	applicable ...	13:11 19:4
able (10)	acquire (1)	12:19	amount (2)	25:3	19:5,13
8:19 14:25	61:14	affirmation...	56:8 83:9	application...	23:13 46:20
16:21,25	acquired (2)	7:23	ancillary (1)	18:8	46:22 66:12
24:4 31:8	61:13,19	affirms (1)	11:25	apply (1)	68:11,18
38:8 72:8	action (3) 1:7	7:24	annexed (1)	20:23	83:1,2 85:3
83:14 86:8	11:23	afternoon (2)	44:9	appreciate ...	92:19 96:22
above-entit...	101:13	2:10 69:3	annual (3)	13:2 21:9	asks (1)
2:4	actual (3)	ago (9) 14:16	58:6,7	49:16 52:22	91:15
absence (1)	25:16 44:4	16:6 40:12	60:11	57:25 63:3	assigned (1)
11:14	70:6	57:21 58:2	answer (26)	68:20 99:20	26:15
absent (1)	addition (1)	75:6 84:12	8:22 33:14	appropriat...	assigns (1)
66:25	60:20	93:11 96:4	47:19 48:11	10:14 11:11	12:19
accept (1)	additional ...	agree (3)	49:6 50:10	87:25	assistant (4)
68:10	24:4 69:3	19:18,24	51:22 58:18	approxima...	18:15 26:6
access (3)	adequate (1)	98:8	60:25 63:13	83:21	26:8 72:10
14:1 80:5	20:13	agreed (1)	65:10 68:9	approxima...	assisted (1)
98:2	adjusted (1)	6:15	68:10 71:18	2:10 27:15	26:12
accidentall...	74:10	agreement ...	73:15 76:1	29:17 36:2	ASSOCIA...
19:20	adjusting (3)	19:9	85:10 86:9	41:18 61:16	3:9
account (4)	63:9,13,21	agreements...	86:12 90:4	78:14 84:12	assume (9)
35:9 48:3	administra...	54:24	90:16,18,22	88:25 99:18	34:2 36:13
54:17 55:9	26:6,8	ahead (9)	92:10 93:14	April (1) 71:9	42:22 59:2
accountanc...	administra...	9:18 20:10	99:9	Aquarius (1)	62:25 72:2
20:19,22	20:7	47:19 51:11	answered (4)	50:13	77:3 79:8
31:1	admissions...	65:10 71:23	59:25 71:15	archive (1)	80:21
accountant...	8:9	73:15 76:1	73:5,14	22:11	assumes (3)
63:4 64:23	admonitio...	90:5	answering ...	argue (2)	32:2 55:14
66:22 76:5	9:8 13:4	ahold (1)	61:2,3	6:17 19:14	65:8
accountant...	admonitio...	42:16	answers (1)	argumenta...	assuming (1)
66:14	10:6	AI (1) 22:6	9:4	75:24	67:19
accounted ...	Adrian (1)	al (1) 5:7	anybody (3)	argumenti...	assumptio...
51:3,17	50:15	allow (4) 8:23	13:13 57:18	91:7	25:13 53:18
accounting...	advance (1)	12:6,6	80:5	Arnaudin (1)	attached (2)
19:7 47:12	85:21	18:10	ap (2) 18:5,7	34:11	14:16 45:22
55:4 63:7,8	adversely (1)	alter (1)	apart (2)	arrangeme...	attaches (1)
accounts (2)	11:1	11:23	48:2 57:11	38:11	46:2
43:8 48:2	advertise (1)	altogether ...	apparently...	arrive (1)	attention (1)
accumulate...	63:25	38:14	57:7	32:14	91:22
	advice (3)	ambiguous...	appearanc...	Arroyo (1)	attorney (3)

100:3	backed (3)	23:23 27:15	16:2 45:13	18:5 20:22	40:11 92:22
101:12,16	38:7,18	27:24 30:2	74:25 87:10	35:13 37:5	101:16,17
attorneys (3)	39:9	34:10 38:25	98:6,14,24	39:15 42:9	Casino (3)
3:4,10 12:9	backing (5)	41:22 44:15	Boulevard ...	42:21,22	50:23 51:15
audio (3) 6:8	37:3,20,25	51:6,20	3:5	72:10 92:2	52:1
6:12 9:16	39:23 40:5	62:10 71:20	boxes (4)	calling (2)	cause (2) 9:7
audit (2)	backup (3)	77:17,20	24:25 25:2	37:12 42:7	69:10
33:16 56:23	31:23 38:6	90:20	25:5,15	calls (2) 73:4	caused (1)
August (1)	39:8	belong (1)	Brand (1)	75:24	38:12
87:13	backups (3)	69:22	62:16	camera (2)	CCH (1) 22:6
automatica...	36:20 39:1	belongs (3)	break (3)	6:11,13	certain (4)
80:23	75:14	64:22 66:21	15:15 57:16	camper (1)	25:9,15
Ava (1) 54:4	bank (6) 43:8	66:23	61:4	100:1	74:24 75:12
available (3)	48:2,8	best (14) 9:22	breath (1)	Candee (24)	certainly (6)
6:17 26:10	54:17,17	13:8 14:1	9:22	3:15 7:5,8	19:25 23:24
73:18	55:9	32:11 47:8	brief (1)	10:11 13:20	40:15,19
Avenue (1)	Barnett (6)	53:11,12	55:20	13:22 18:12	51:22 68:23
1:21	32:24,25	57:18 62:9	briefly (2)	18:16 32:24	Certified (2)
avoid (2)	33:1,2,6,10	74:19 81:1	6:5 14:3	43:20 44:1	2:6 101:4
77:6 81:20	barrel (1)	83:12,16	bring (1)	44:6,13,17	certify (2)
aware (7)	29:19	95:24	15:6	44:21 45:8	101:6,11
8:11,14	Barry (2)	better (3)	brought (1)	68:21 69:4	cetera (6)
10:24 21:13	32:20,21	27:2 61:5	76:22	73:21 74:3	23:3 25:21
24:19 43:4	based (4)	66:15	bulk (3)	76:17,20	25:21 53:10
95:5	22:1 40:19	beyond (2)	25:10 34:2	77:22 81:18	63:10 66:6
awhile (1)	56:24 89:6	47:17 51:6	34:6	Candee's (1)	chain (1)
38:4	basically (15)	bill (2) 6:25	business (1)	20:18	43:3
awkward (1)	14:10 19:2	89:4	74:25	capacity (5)	chance (3)
9:17	25:2 27:11	billed (3)	busy (2) 17:5	29:6 61:21	10:1,23
	28:14 29:4	83:12 87:13	84:14	62:6,9,14	78:6
	31:7,11	99:20	buy (1) 36:5	care (2)	change (2)
	33:21 42:17	bit (3) 21:16		21:10 39:5	10:23 22:16
B (1) 4:7	46:3 47:9	41:17 54:16		carefully (3)	changed (1)
back (32) 7:8	85:19 96:3	blank (5)	C (4) 2:3 3:1	65:15 70:9	49:7
10:19 14:23	98:20	41:3,5,10	101:2,2	98:4	changes (5)
17:6 24:1	basis (7) 30:3	62:2,5	C-o-n-v-e-...	Carla (4)	10:14,25
36:23 38:11	34:22 35:3	blocks (1)	39:16	27:1,4	22:1,12
38:22,23	53:1 56:20	95:2	C.C.R (1)	34:17,19	38:7
39:22 40:9	58:8 90:12	Bonnevill... ..	101:23	carried (1)	changing (2)
40:13,14	Bates (3)	54:6	cabinets (1)	51:3	67:16,16
45:6,9 56:4	76:14 92:6	booklet (1)	59:22	carries (1)	characteriz...
57:14 67:17	93:16	10:8	calendar (3)	8:12	29:2
81:3 84:25	beginning (...)	books (7)	23:2 61:7	Casa (2) 54:8	charge (3)
86:15,17,20	23:4,7	63:22 80:6	87:3	54:10	38:1 39:7
88:21 89:19	behalf (2)	88:18 89:16	call (4) 11:22	case (12) 1:3	77:14
90:9 91:2	5:12,15	89:16 90:1	59:23 73:1	5:8 11:22	charged (2)
91:16 94:20	believe (17)	90:9	92:21	12:1,12,13	77:18,21
94:23 95:1	8:1 13:1	bottom (7)	called (10)	12:13 36:25	charging (1)
96:18					

charter (1) 54:24	9:22 21:22 63:15,18,22	75:6	19:1,9	52:1 58:15 58:24 65:5	53:6,23 54:13,14
chatted (2) 21:14 27:9	64:4,10 74:17,22	compiled (3) 31:16 32:9 36:9	confusing (1) 13:6	65:12,14 66:10,13	56:4,22 57:12,13
check (8) 31:22 41:4 41:11 59:6 61:6 62:1 89:10 99:23	75:2,17,18 76:7,7 97:4 97:11 99:4	compiling (2) 31:5 59:13	45:24	confusion (1) 67:2,3,4,7,9 70:1,4	58:2 60:5,9 60:10,14,15 62:12,17,24
checked (3) 20:18 39:10 59:13	close (1) 77:3 coast (1) 37:12	complete (...) 10:7,16 11:15 14:24 18:18 19:19	consequen... 9:11	consider (1) 75:16	63:5 64:25 65:1 67:21 74:16,20
checking (1) 39:8	cognizant (1) 93:4	completed ... 22:6	considered ... 28:25	copy (14) 18:18 19:19 19:20 32:4 32:6 33:16 59:21,24 69:13 82:8 86:5,18 88:22 92:25	75:1 76:8 77:24 78:9 78:11 79:3 79:5 81:3,4 84:3,4 86:19 87:15 87:17,20 88:4 97:3 97:15 98:17 98:18 99:13
chronologi... 22:13	Cohen (1) 27:1	compliance... 91:15	contact (5) 34:9,14 40:20 49:22 72:22	cordial (1) 28:3	corrections... 10:13
circumstan... 75:13	collapsed (1) 60:21	complied (1) 80:19	contained (2) 76:13 95:6	corner (3) 45:14 78:24 82:15	correctly (4) 9:13 37:9 89:18 95:15
City (1) 37:12	collecting (3) 85:19 86:2 88:1	comply (3) 16:17 50:21 59:14	contains (1) 16:7	corporate (1) 54:21	correspond... 92:15
CIVIL (1) 1:7	collection (1) 33:22	complying ... 31:17 59:24 80:14	context (6) 47:22 52:2 57:8 78:13 80:14 94:18	CORPOR... 1:13	counsel (4) 5:9 19:3 101:12,16
clarificatio... 13:2 49:17 52:22 57:25 60:2 67:18	color (1) 10:18	component... 60:24	continues (1) 9:4	correct (83) 10:17 12:3 12:12,25 15:25 16:12 21:18,19 23:19 24:14 24:15 27:12 27:13 28:12 29:1,11,14 29:23 33:4 35:13,15 36:14,25 37:2,18 40:9,10 42:20 45:15 45:25 46:4 46:5 49:10 49:23 50:3 51:2,15 52:11 53:5	correctly (4) 9:13 37:9 89:18 95:15
clarify (8) 11:20 12:1 13:9 37:22 52:18 59:17 69:21 73:6	come (12) 11:11 14:23 16:10 24:9 34:8,16,18 39:25 79:13 79:24 82:22 97:13	computer (...) 7:1 15:5 17:12,19 31:11 39:11 39:14,23 60:18 61:19 67:13,20,24 68:5 81:14 81:20	contracts (1) 31:22	corporate (1) 54:21	correspond... 92:15
clarifying (1) 35:12	comes (2) 52:4 86:14	computers ... 36:13 68:12	contract (3) 12:21 30:10 35:3	correct (83) 10:17 12:3 12:12,25 15:25 16:12 21:18,19 23:19 24:14 24:15 27:12 27:13 28:12 29:1,11,14 29:23 33:4 35:13,15 36:14,25 37:2,18 40:9,10 42:20 45:15 45:25 46:4 46:5 49:10 49:23 50:3 51:2,15 52:11 53:5	correctly (4) 9:13 37:9 89:18 95:15
CLARK (1) 1:2	coming (2) 30:14 69:10	concentrat... 36:16	contracts (1) 31:22	correct (83) 10:17 12:3 12:12,25 15:25 16:12 21:18,19 23:19 24:14 24:15 27:12 27:13 28:12 29:1,11,14 29:23 33:4 35:13,15 36:14,25 37:2,18 40:9,10 42:20 45:15 45:25 46:4 46:5 49:10 49:23 50:3 51:2,15 52:11 53:5	correspond... 92:15
clean (1) 60:18	commencin... 2:9	conclude (1) 18:13	converted (2) 31:12,16	correct (83) 10:17 12:3 12:12,25 15:25 16:12 21:18,19 23:19 24:14 24:15 27:12 27:13 28:12 29:1,11,14 29:23 33:4 35:13,15 36:14,25 37:2,18 40:9,10 42:20 45:15 45:25 46:4 46:5 49:10 49:23 50:3 51:2,15 52:11 53:5	count (1) 8:13
clearer (1) 49:12	comment (1) 57:6	conditional... 53:17	Convex (5) 4:19 39:15 40:16,21 62:20	correct (83) 10:17 12:3 12:12,25 15:25 16:12 21:18,19 23:19 24:14 24:15 27:12 27:13 28:12 29:1,11,14 29:23 33:4 35:13,15 36:14,25 37:2,18 40:9,10 42:20 45:15 45:25 46:4 46:5 49:10 49:23 50:3 51:2,15 52:11 53:5	COUNTY ... 1:2
client (18) 12:18 17:11 19:15 22:19 32:4 59:9,9 60:5,7 64:6 64:20,21,23 66:21,23,24 86:14 88:22	common (1) 63:8	conferenci... 6:8	contracts (1) 31:22	correct (83) 10:17 12:3 12:12,25 15:25 16:12 21:18,19 23:19 24:14 24:15 27:12 27:13 28:12 29:1,11,14 29:23 33:4 35:13,15 36:14,25 37:2,18 40:9,10 42:20 45:15 45:25 46:4 46:5 49:10 49:23 50:3 51:2,15 52:11 53:5	couple (5) 10:6 14:21 60:19 82:23 93:10
clients (17) 54:13,23	company (7) 22:9 35:12 39:15 54:12 54:13,23	confident (1) 35:5	confidentialia...	correct (83) 10:17 12:3 12:12,25 15:25 16:12 21:18,19 23:19 24:14 24:15 27:12 27:13 28:12 29:1,11,14 29:23 33:4 35:13,15 36:14,25 37:2,18 40:9,10 42:20 45:15 45:25 46:4 46:5 49:10 49:23 50:3 51:2,15 52:11 53:5	course (1) 42:1

43:21 44:22 45:18 67:1 67:17 68:11 73:22 74:4 101:5 courtesy (1) 10:1 courtroom ... 6:20 cover (3) 19:9 23:17 72:17 covered (3) 21:11 52:24 93:8 covering (4) 54:18 85:14 87:3,7 CPA (3) 22:6 22:9 34:19 CPAs (4) 34:21,22 35:2 63:8 crazy (1) 85:1 create (3) 22:4 63:21 75:13 created (1) 56:3 credibility ... 11:1 crime (2) 7:21 8:10 criminal (1) 7:16 CROSS (1) 4:3 current (2) 22:1 26:17 currently (4) 26:5 36:23 36:24 61:24 cursory (3) 29:20,21 90:23 custodian (6) 12:16 47:17	66:16,19,21 93:23 custody (1) 69:23 cycle (3) 23:2 24:24 60:11 cycling (1) 39:8 <hr/> D <hr/> D (1) 4:1 data (9) 62:23 63:17 63:19 64:4 64:7,9 66:3 66:3 67:9 date (6) 16:4 18:9 24:25 25:5 88:14 101:9 dated (4) 84:18 85:15 85:16 86:25 dates (4) 51:11 78:20 80:20 81:3 daughter (1) 37:11 David (2) 32:22 33:2 day (7) 23:16 23:17 26:1 36:1 40:14 83:9 84:14 days (10) 10:13 24:10 34:25 35:5 40:12,13 84:14 87:23 87:24,24 deal (2) 63:10 68:11 decade (1) 96:4 December ... 57:19,20,24 58:4 62:10 62:11,16	decision (6) 19:25 20:21 21:1 28:24 29:5 40:18 deep (1) 9:22 Defendant'... 45:1,4 74:1 78:1 defendants... 1:15 3:10 5:12 defer (2) 93:20 94:13 define (5) 28:16,22 35:21,22 37:19 definitely (1) 94:10 definitively... 6:15 degree (2) 7:21 8:10 delays (1) 81:20 delegate (1) 26:9 delete (1) 19:22 deleted (1) 17:19 delivery (1) 37:12 deposition ... 1:9 5:6 6:1 6:7 7:10 10:6 11:6 11:21 12:5 12:14,16 13:18 14:17 15:3 41:4 47:18 51:21 62:2 72:14 77:1 93:24 94:9 101:8 101:14 Deposition... 11:6	DEPT (1) 1:4 deriving (1) 88:3 describe (1) 88:19 described (2) 88:17 92:14 DESCRIP... 4:9,18 designated ... 43:5 57:4 despite (1) 87:22 destroy (10) 24:24 60:4 60:13,16 71:19 73:8 96:6 97:15 98:10 99:6 destroyed (4) 25:15 60:22 60:23 71:13 destruction... 23:25 detail (1) 62:22 determine ... 40:17 deviation (1) 49:14 DIEHL (3) 2:5 101:4 101:23 diem (5) 30:3 30:11 34:22 35:3 53:1 diems (1) 34:24 difference (...) 12:7 different (5) 18:8 35:22 38:14 40:22 65:24 differentiat... 59:20 difficult (3) 9:14 60:25	84:15 DIRECT (2) 4:3 5:19 direction (2) 47:3,5 directly (5) 34:16,18 42:5,21 98:19 directory (5) 26:16 36:17 36:22 59:19 68:24 disagree (1) 21:3 discarded (1) 17:18 disclosed (2) 68:3 82:24 disconnect... 72:9 discover (1) 12:14 discovery (2) 4:16 12:6 discreet (1) 94:3 discussed (2) 75:12,18 discussing ... 72:15 discussion ... 15:12 30:23 44:19 57:16 94:21 discussions... 41:25 disk (9) 31:13 38:22 39:8 40:1,2 40:3 65:19 68:14 69:17 disposed (1) 91:10 dispute (1) 83:20 disregard (1) 95:8	disregarde... 47:9,11,20 95:4,7 disrupt (1) 72:13 distinctly (1) 98:5 distracted (...) 6:25 DISTRICT... 1:1 document (...) 14:4,24 31:21 45:13 45:16,20 46:9,10,20 47:7,8 51:7 51:21 53:21 71:19 74:5 74:8,12 76:14,21 81:21 86:15 99:8 documenta... 33:11 69:18 71:12 documents ... 14:19 15:16 16:7,8,18 16:19,22 21:11 23:22 24:5 25:9 31:5,21 32:9 41:13 41:18 42:2 50:21 52:2 52:3,14,19 52:23 53:8 53:9 54:23 55:10 56:17 57:17 58:11 58:13 59:5 59:7,14 60:7,12 65:21,23 67:19,24 68:1,5,12 68:25 70:1
---	---	---	--	---	--

70:2,16,17	duly (2) 5:17	effort (1)	73:7 82:13	essentially ...	44:14,23
70:20,21	101:9	16:17	84:2,5,18	28:18	78:4 88:7
71:2,3	<hr/>	ego (1) 11:23	85:8,11,14	estimate (1)	Exhibit-1 (...)
76:15,16	E	Eisenberg (...)	85:16,20,22	99:19	4:10 13:17
79:24 80:13	E (6) 3:1,1	27:21,22	86:6,13,24	et (7) 5:7	13:19 14:9
82:3,19,23	4:1,7 101:2	28:5 30:2	87:3,25	23:3 25:21	14:11,12,12
82:25 83:3	101:2	35:19 37:25	95:14,16,22	25:21 53:10	15:21,22,23
83:7,10	E-i-s-e-n-b...	46:11 52:25	96:3,17,19	63:10 66:5	15:23 45:1
84:8,12	27:21	56:3	97:2,10,19	evidence (5)	45:20 46:2
91:17 92:2	e-mail (16)	either (6)	97:21,24	32:2 55:14	Exhibit-2 (...)
92:2,11,13	17:24 18:3	34:19 51:12	98:7,25	59:3 65:8	4:11 16:3
92:14,19,23	18:10,14	58:4 65:19	99:12,14	96:12	16:10 43:16
92:25 93:1	19:2,21	65:20 69:17	engagemen...	ex-partner ...	43:25 44:1
93:15 94:1	32:15 41:16	electronic (...)	98:11	27:19 46:10	44:2,2,3,8
94:6,15,16	41:16,21	31:19 32:9	engine (1)	90:17	44:10,16
95:25 96:11	43:3 45:22	32:12 37:4	83:22	exact (2)	45:5,19,23
98:20 99:10	46:2 70:17	37:17,19	entire (1)	34:12 91:25	46:3,3,8
dog (1) 71:7	91:21 93:4	58:12 59:20	26:14	exactly (4)	50:6 56:2
doing (6) 6:7	e-mail's (1)	60:16,18	entities (11)	47:4 55:24	Exhibit-3 (7)
30:14 47:22	17:25	63:3 65:2	46:7,25	60:3 92:1	4:12 73:18
83:11 88:20	e-mailed (3)	65:16,18	47:9,12	EXAMIN...	73:20,23
98:12	44:5 59:16	66:2,4,14	56:1 57:4	5:19	74:2,5
double (1)	82:8	67:4,8,9	95:4,6,7,9	example (14)	75:12
10:9	e-mails (30)	68:11,19,20	95:11	8:24 11:8	Exhibit-4 (...)
doubt (2)	17:2,4,7,10	68:25 69:13	entitled (4)	17:10 22:6	4:13 76:12
57:2 93:7	17:17,21	69:17 70:11	18:24 36:17	25:16 31:21	77:22 78:1
Doug (1)	18:8,10,16	70:16,21	67:1,11	36:18 43:7	86:20,21
34:10	18:24 19:6	71:3 72:16	entity (8)	47:24 55:7	87:6 88:8,9
download (5)	19:13,16	79:11 86:16	12:21 47:20	58:25 63:21	93:25 94:16
18:15 19:5	20:7 21:8	electronica...	47:21 50:23	78:21 87:9	Exhibit-5 (6)
67:2,3	31:4 33:10	70:14 79:16	51:14 56:8	exceeds (1)	81:10,11,22
68:23	34:16 41:4	83:17	56:13 57:4	51:20	81:23,25
downloadi...	41:19 43:2	employ (2)	entries (4)	Excel (4)	95:15
70:12	54:24 58:21	34:21,22	56:6,19	63:5,6,9,11	Exhibit-A (...)
dozen (1)	63:2 65:17	employed (1)	63:9,13	exception (1)	44:16 46:2
88:25	67:2 69:12	101:13	entry (2)	21:8	exhibits (2)
drafted (1)	69:14 70:13	employee (1)	57:8 63:21	exceptions ...	15:9,16
56:2	93:22	101:15	envelop (1)	22:21	exist (1)
draw (1) 59:8	earlier (3)	encrypted (...)	86:17	excess (1)	67:10
draws (1)	56:7 96:2	41:16 43:3	equal (5)	83:12	existence (1)
59:23	96:18	engagemen...	28:15,16,18	Exchange (1)	37:17
drive (2)	easier (2)	21:16,19,21	28:23 29:4	54:10	Exit (1)
18:15 38:1	70:13,18	21:25 22:2	equity (2)	excuse (7)	44:12
driver (1)	east (2) 3:11	22:5,10,13	36:2,4	55:13 59:1	experts (2)
65:19	37:12	22:16,19,23	Ertle (2) 3:19	65:6,6,25	63:7 67:13
duces (1)	edit (1) 10:23	23:1,8 24:7	5:2	85:3,4	expiration ...
16:4	edits (1)	25:16,21	ESQ (3) 3:7	exhibit (6)	98:9
due (1) 37:21	10:14	27:10 68:4	3:14,15	16:13 44:9	explain (2)

49:13 64:5	file (4) 59:8	76:21 82:2	37:24 38:2	5:1	58:6 65:10
extent (4)	59:16,22	82:12 83:22	38:5 80:1	general (9)	67:17 69:4
33:18 53:21	70:12	84:4	83:13	58:24 63:12	69:10 71:23
71:14 94:11	files (19)	flip (2) 83:25	four (4) 16:6	70:3,4	73:15 76:1
external (1)	26:14 59:20	85:7	24:1 85:13	79:15 88:19	76:12 77:2
38:1	59:21,24	focus (1) 7:10	92:13	88:20,22	84:23,25
extract (3)	60:4,6,17	focused (1)	fourth (1)	89:14	90:5 91:2
25:2,9,23	60:18 63:3	36:16	98:23	Generally (1)	93:22 95:1
extracted (1)	64:7,13,14	folder (6)	frankly (1)	24:3	99:9
25:14	65:3 67:4	17:11,23,24	69:3	generate (1)	God (1)
	69:4,13	19:6 31:12	fraudulent ...	89:3	19:20
F	70:6 72:16	36:17	7:23	generated (6)	goes (2) 11:9
F (1) 101:2	92:3	follow (1)	free (1) 98:10	78:10,14	86:5
fact (14) 9:12	filing (1)	85:15	frequently ...	79:6 80:8	going (12)
9:12 12:15	59:22	follow-up (1)	22:15	80:19 81:3	6:6 13:12
37:16 38:4	fill (3) 41:5	58:1	front (18)	gentleman ...	24:10 47:3
43:16 46:1	41:12 62:1	follows (1)	12:24 45:16	34:10 62:19	61:7 65:17
56:7 63:24	final (2) 13:4	5:18	73:24 76:19	gentlemen ...	81:13 83:21
74:14 75:11	29:4	forbid (1)	81:21 82:7	8:15,16,16	85:5 93:21
80:12 96:23	Finally (1)	19:20	85:7 88:11	8:18	94:10,11
96:24	81:10	force (1)	92:20 93:1	getting (3)	gonna (28)
factors (1)	financial (6)	11:10	93:17 94:1	32:23 46:18	8:7 14:21
28:25	19:10 24:17	foregoing (1)	94:6,12	90:8	15:14 43:21
facts (6) 12:7	52:5 56:7	101:6	97:19,20,25	gigabytes (2)	45:18 46:24
32:2 55:14	64:7 95:8	forever (1)	98:2	4:20 61:23	47:15 53:18
59:3 65:8	financially ...	74:25	full (1) 5:21	give (13) 9:23	59:2 63:2
96:25	101:17	forget (2)	full-time (2)	18:17 20:6	65:7 68:8
fair (4) 9:7	find (5) 12:7	55:24 62:19	26:21,22	20:12 43:21	70:9 71:13
13:13 57:22	12:11 24:4	forgive (1)	further (4)	62:23 63:2	73:8,12,22
94:5	40:13 88:4	73:2	18:19 77:7	70:15 76:18	81:19 85:20
false (1) 7:22	fine (3) 7:20	form (17)	101:11,14	88:25 91:16	89:21 92:17
familiar (6)	8:12 84:1	22:5,7,16		91:24 94:17	93:12,22
6:23 7:11	finish (1) 8:8	32:1 43:12	G	given (5)	94:19 96:6
14:4 18:6	finishes (1)	46:17 47:16	G-a-v-i-a-y...	10:12 19:13	96:9 98:20
20:1 56:9	9:24	51:5 55:12	54:13	24:24 56:23	99:6
far (4) 65:23	firm (4) 26:9	55:13 65:7	gap (1) 95:19	56:25	gonna-- (1)
69:11 83:14	78:10 89:12	73:13 75:23	Gary (14) 3:7	gives (1) 32:5	81:18
90:17	90:20	89:22 91:5	5:14 7:14	giving (2)	good (12)
Fax (1) 1:23	first (17) 11:6	92:18 96:10	7:17,17 8:7	10:1 90:9	10:5 11:5
February (2)	13:4 14:11	forth (1)	19:8,18,21	go (35) 8:9	13:2 21:7
16:5 88:15	22:6 44:23	101:10	20:15,22	13:4 17:6	34:13 36:7
feel (1) 17:22	45:20 46:6	fortunately...	71:23 72:5	17:22 20:7	55:24 60:2
felony (1)	78:23 82:1	71:8	90:1	20:8,9,10	69:9 73:17
8:11	82:5,19,25	forward (3)	gather (1)	27:22 34:17	74:7 80:18
female (1)	83:3,7,18	42:10 49:8	83:14	40:13,16	gotten (2)
13:23	84:11 101:9	51:4	Gaviayana...	44:17 47:19	85:22 91:13
Fern (1)	five (8) 8:12	found (7)	54:12	48:7 51:11	gracious (1)
72:10	15:18 72:1	7:15 9:21	Gene (2) 3:19	53:18 57:14	69:11

30:5	40:24 86:5	91:5,16	52:6,9 55:1	75:13	indulgence...
Grand (1)	happened (3)	92:11,17	55:9 56:21	imposing (1)	8:21
3:5	37:23,24	93:9,10,12	57:12 69:8	18:19	industry (1)
Great (1)	61:6	94:5,23	82:14	impossible ...	63:8
41:8	happens (1)	96:9 99:7	honest (2)	8:7	informally ...
ground (1)	17:17	Hayes' (3)	39:10 75:9	inaccurate ...	21:14
78:4	happy (2)	42:18,20	hope (3)	75:21	informatio...
group (6) 2:8	38:15 100:1	82:2	40:15,19	inaudible (2)	12:11,15
5:4,16	harass (1) 9:1	Hazlet (4) 2:8	63:1	87:22 92:15	19:11 56:23
82:23 83:7	hard (10)	5:5 39:18	hour (1) 77:2	inaudible) ...	56:25 83:13
98:9	28:22 31:15	39:19	hours (13)	99:25	92:16
guarantee (...)	32:4,6,8	hear (8) 8:1	77:2,4,12	incident (1)	installment...
77:9	38:1 40:11	12:7 17:14	77:13,15,18	38:12	56:8
guaranteed...	59:21,23	25:14 45:9	77:21 83:9	include (3)	instruction...
77:16	86:18	58:18 66:17	84:14 88:25	36:21 58:15	24:18
guess (3)	hardware (1)	71:17	89:2,9	58:24	insurance (1)
71:24 74:9	61:20	heavily (1)	99:18	included (5)	22:9
98:12	Hayes (77)	12:4	hundred (1)	24:5 66:10	intended (1)
guessing (1)	3:3,7 5:14	held (5) 2:7	35:5	70:11 92:12	9:1
10:22	5:14 6:9,14	15:12 44:19	Hurricane ...	95:11	intending (1)
guide (3)	7:14,14	55:21 94:21	37:15,22	includes (1)	97:14
4:12 73:25	8:15,18	help (3)	61:8,14,17	19:20	intent (1)
74:15	9:13,21	23:13 26:6	hybrid (1)	including (3)	71:19
guilty (1)	10:1,11	66:4	52:24	25:20 28:11	intention (1)
7:20	11:18,20	helping (1)		74:24	75:20
guys (5) 8:3	12:12 18:17	12:11	I	inclusive (1)	intentional...
28:14,18	18:22 19:14	Henderson...	idea (3)	1:14	9:12
44:5 55:19	19:16,21,23	3:6	61:10 76:3	income (3)	interact (1)
H	20:25 21:4	hereinbefo...	84:21	56:20 57:3	33:6
H (1) 4:7	31:25 32:25	101:10	identically ...	57:8	interaction...
habit (1)	41:15 42:1	Hey (2) 8:15	94:3	incorporati...	32:19 33:14
63:11	42:5,10,13	13:20	Identificati...	54:23	33:19,24
half (7) 28:15	42:15,21,22	high (1) 14:9	45:2,5 74:2	indexed (1)	interest (1)
77:2,12,13	43:2,11	hold (11)	78:2	91:17	14:18
77:15,18,21	46:16 47:1	7:17 82:4,4	identified (2)	indicate (2)	interested (1)
hand (1)	47:15 51:5	82:4,4,4,5	45:11 94:16	56:2 63:7	101:17
43:22	51:19 55:12	83:23 87:1	identify (2)	indicated (...)	interject (4)
handed (1)	59:1 65:6	88:6 93:5	16:21 51:9	21:15,17	8:19,23
74:5	71:16,20,21	Holdings (...)	III (2) 1:12	23:20 27:10	9:21 10:11
handle (2)	71:24 72:7	4:11 12:23	1:14	27:14 52:7	interrupt (1)
66:15 93:24	72:20 73:12	12:24 13:1	immediatel...	59:18 72:9	71:20
handled (1)	75:23 76:10	16:22 17:12	8:22	77:1 80:20	interruptio...
95:8	76:25 77:5	22:22 27:11	implies (2)	81:3	77:7
hang (4)	77:9 78:3	29:7 36:18	58:10 60:8	indicating ...	invoice (16)
43:20 44:7	82:7,11	36:21 45:3	important ...	74:11	78:15 79:1
73:21,21	83:6,18	47:23 48:3	10:17 11:15	individual ...	79:2,6,22
happen (2)	84:8 88:7	49:22 51:4	12:10 13:3	34:9 46:25	79:23 80:23
	89:21 90:3	51:9,18	17:22 74:23	55:25	88:3,14

90:6 92:16	3:14 5:11	91:15	labeled (1)	19:24 33:25	97:8,10,19
93:8 94:4	8:18 13:20	knew (1) 9:9	94:3	41:3,10	97:22
invoices (15)	18:23 31:25	know (52)	lag (1) 9:17	62:5	level (1)
4:13 76:13	43:11,21	7:3,4 10:21	Lake (2) 1:22	leaving (1)	38:16
77:23,25	44:6,7 45:8	12:9 15:18	5:3	36:3	liability (1)
78:10 79:10	46:16 71:21	19:12 20:17	Land (8) 1:6	ledger (10)	54:23
80:7,19,20	71:24 72:20	24:10 26:11	5:7 12:18	56:19 64:22	LICENSE ...
81:2,6	76:25,25	28:23 30:8	12:23,24	64:22 66:10	101:24
86:22 87:7	78:3 88:7	31:3 32:21	50:9 69:7	70:3,5	lie (1) 9:11
88:3 89:4	89:21 92:17	34:11 37:8	92:15	79:15 88:19	Lieberman...
involved (3)	92:17 93:19	39:1 40:1,4	lap (1) 81:7	88:23 89:14	32:20,21,25
49:15 50:19	94:24 99:23	40:12,18,24	laptop (10)	ledgers (13)	33:1,2,7,10
50:22	journals (3)	41:20 42:4	7:4,6 80:1,4	43:9 58:25	33:19,25
irrelevant (1)	43:9 63:10	42:15 43:9	80:10,16	64:24 65:3	light (2)
8:25	63:21	48:6 50:19	83:25 85:5	88:20 89:19	10:18 38:2
issue (1)	judge (3)	59:4 60:6	86:10 97:20	90:13 91:3	limit (1)
72:18	6:20 13:10	61:4,5,23	Las (13) 1:6	91:9,11,13	33:18
issues (2)	67:18	62:5 66:8	3:13 5:6	91:14,24	limited (4)
18:25 46:19	judgment (1)	72:3,7	11:9 12:18	left (2) 36:1,5	29:15 33:15
items (1)	5:12	73:23 79:18	12:22 35:7	legal (4) 5:21	33:25 54:23
16:11	jumps (1)	81:22 82:6	50:9 51:14	13:8 29:3	limiting (1)
IV (1) 3:15	86:3	82:7,21	54:6 57:11	82:1	53:7
<hr/>	jury (1) 6:21	83:4,24	69:7 92:14	let's (7) 7:10	line (2) 8:25
J	justice (1)	85:9,17	latest (1)	53:17 57:14	82:5
J (1) 3:15	7:16	86:12 92:1	97:1	71:11 73:4	lines (1) 10:9
January (10)	<hr/>	92:7 93:18	law (3) 3:3	73:18 81:10	list (10)
14:15 16:16	K	95:4 97:21	11:7 20:1	letter (26)	14:18 16:6
23:13 57:19	K1 (1) 33:17	knowledge ...	lawsuit (1)	21:20,21,25	16:7,9,10
57:20,23	keep (12) 8:4	16:20 33:3	69:25	22:2,5,16	16:11,13
58:4 84:19	17:22 31:23	35:8 39:13	lawyerly (1)	22:19,24	35:2 95:6
85:17 86:25	31:24 44:23	40:10 43:1	13:5	23:8 24:7	95:12
Jersey (17)	74:25 75:13	46:7 47:8	layman (1)	25:17 73:7	listed (2)
1:22 2:7,8	80:2 86:15	47:25 48:1	29:2	82:13 84:18	46:8 95:11
5:3,5,18	89:4 98:20	52:10,12,15	laymen's (1)	85:16,20	listen (1)
6:24 7:11	98:24	53:11,12	62:13	86:6,13,24	85:5
8:11 14:13	Kenneth (2)	55:16 57:10	Lea (2) 54:15	87:3,25	listening (1)
19:8 20:1	27:21 46:10	57:18 58:17	54:22	95:16 97:24	6:12
20:18,20	kept (2)	58:20 59:12	Lead (1)	98:7 99:12	literally (1)
39:20 42:9	38:16 39:2	62:9 68:2	40:22	99:14	23:13
101:6	kicks (1)	74:20 81:2	Leah (9)	letters (22)	litigation (3)
JerseyShor...	40:13	81:9 83:17	50:17,19	21:16 22:10	20:23 66:24
1:20 5:2	KIMBERL...	95:24	51:9,13,25	22:13 25:21	67:5
Jim (2) 4:19	2:5 101:4	known (4)	52:11 54:18	68:4 83:22	little (9) 6:25
40:23	101:23	50:23 51:15	54:25 55:7	84:3,5 85:8	21:16 54:16
Jim's (1)	kind (7)	56:9 57:4	Leah's (1)	85:11,14	57:15,21
40:24	12:17 24:23	<hr/>	50:22	95:15,22	61:5 95:2
job (1) 26:10	30:4 41:19	L	learn (1) 12:6	96:2,3,17	99:19,19
John (26) 3:9	58:11 63:16	L (1) 1:11	leave (5)	96:19 97:2	live (7) 1:6

6:7 47:24	10:20 45:20	78:11 80:8	74:4 78:1	67:20	32:22 33:2
48:1,8 49:9	55:5 59:22	81:7 82:14	87:18 88:5	mid-2014 (1)	34:1,3
49:18	75:9	95:9,16,22	88:9	35:25	42:17,19
LLC (36) 1:6	looking (11)	96:5 97:2	marketing ...	middle (2)	54:8,10
1:6,7,12,20	14:5 29:3	LVP's (3)	75:6	5:23 73:3	82:14
2:8 5:4,16	47:5 66:9	28:5 64:18	material (2)	mind (2) 34:9	Mitchell's (1)
12:18,24	76:5 82:6	95:5	7:25 10:25	59:18	34:14
13:1 47:24	82:12 85:10		matter (4)	mine (2)	moment (1)
48:1,9	86:20 94:15		2:5 5:6 11:9	40:18 70:10	76:4
49:10,18	98:13	M	74:14	minor (1)	Monday (3)
50:1,5	looks (5) 24:1	M (2) 5:16,16	matters (1)	49:14	2:9 5:3
51:25 52:6	45:22 55:18	machine (3)	20:23	minority (2)	20:13
52:11,15,17	82:13 83:22	39:22,24	Maxwell (4)	35:20,21	money (5)
53:10,23,25	lose (1) 37:16	60:9	27:1,6	minute (5)	33:22 85:19
54:2,4,6,8	loss (1) 28:24	mail (1)	34:17,19	15:11,15	85:21,23
54:10,12,18	lost (3) 37:6	86:18	McNair (2)	57:15 68:24	86:2
54:22,25	37:21 55:19	mailed (1)	20:22 21:1	94:17	month (1)
98:9	lot (8) 45:22	45:21	mean (6)	minutes (10)	84:12
local (2)	60:21,22	main (1)	14:6 23:21	14:21 69:13	monthly (1)
39:18,19	63:4,6	61:20	28:23 47:11	70:9,10	56:8
locate (2)	70:13,18	maintain (...)	60:6,25	72:1 77:8	months (5)
16:21,25	85:6	17:10 32:3	means (2)	94:11 99:18	13:10 26:1
lock (1) 29:19	lower (4)	36:12 55:4	46:23 47:7	99:23,24	30:17 58:2
log (3) 18:14	45:12 78:23	58:21 59:23	meant (1)	misheard (1)	87:19
24:23 76:5	82:15 88:9	74:23 79:9	80:16	25:13	morning (2)
logged (2)	LVP (56)	79:10 96:6	mechanism...	misleading ...	21:1 74:13
72:5,7	4:11 13:1	maintained...	11:10	75:21,22	move (3)
long (9)	16:22 17:12	61:12 64:13	media (3)	76:2 89:24	14:22 71:11
21:24 27:4	22:22 24:7	28:24 55:24	40:1,5	92:24	81:19
27:6 41:1	24:16 26:12	63:13	68:22	misremem...	Muije (49)
61:10 75:6	26:15 27:11	male (1)	mega (1)	27:16,17	3:9,14 4:5
75:10 79:23	28:9 29:7	13:24	66:3	missed (1)	5:11,11,19
86:4	30:23 31:20	mandatory...	memorializ...	73:1	8:8,17,22
long-winde...	32:7,17	11:10	11:8	missing (1)	9:4,7 11:18
13:6	33:3,11	manipulate...	memory (3)	53:20	11:19 12:3
longer (1)	34:1,6 35:9	63:17,19	61:24 68:14	misspelling...	13:15,21,25
93:5	36:13,18,21	manual (1)	69:17	10:17	14:8 15:8
look (17)	45:3 47:23	31:15	mentioned ...	misspoke (1)	15:17 19:4
14:3 17:6	48:3 49:22	Marc (3)	95:9	80:10	20:5,15
21:15 41:5	51:4,18	52:15 53:10	merely (1)	misstateme...	21:3,7 41:9
43:17 59:10	52:6,9	53:13	75:6	9:11	43:14 44:4
59:25 65:14	54:25 55:9	March (3)	Meyer (2)	misstateme...	46:22 47:4
65:21,24	56:13,21	1:10 2:9 5:4	50:1,5	9:12	51:8 62:4
66:1 69:6	57:12,18	mark (3)	microphon...	misstates (2)	71:23 72:5
70:8 72:25	58:12,14,25	44:22 45:19	45:10 94:19	96:11,11	72:12,25
73:18 78:6	59:5 67:5	73:22	microsecon...	misunderst...	77:6,11,16
98:11	67:24 68:6	marked (8)	9:17	25:8	77:19,24
looked (5)	71:12 73:8	45:1,4 74:1	Microsoft (1)	Mitchell (9)	81:16 88:8

89:25 93:20	101:11	noticed (3)	76:10,11	21:14 22:18	83:16 84:6
94:8,25	network (3)	11:22,24	90:4 93:13	22:22 24:6	85:24 87:5
99:15,25	36:14 59:19	12:15	objections ...	25:4,19,25	88:2,14,17
multiple (4)	61:24	notices (1)	77:7	26:5,11	89:11 91:23
8:6 41:19	Nevada (7)	16:1	obtain (1)	27:6,14,25	94:25 97:1
60:24 91:14	1:2 3:6,13	notify (3)	47:23	28:3,8 29:6	97:17 98:13
mute (1)	14:17 20:2	71:12,18	obviously (4)	29:16,22	99:11,15
94:19	20:20,21	73:8	23:20 72:12	30:4,19,21	old (7) 25:24
muted (1)	never (6)	November ...	86:14 93:21	31:4,10,20	26:2 40:9
45:10	38:2,6	79:1,7	occasions (1)	32:7,13,16	40:14 60:20
	39:10 48:5	number (14)	6:3	32:19 33:9	60:22 73:10
N	57:10 93:16	4:9 5:8	occur (1)	33:13,24	on-site (4)
N (3) 2:3 3:1	new (28) 1:22	37:24 42:20	61:8	34:5,8,16	38:19,20
4:1	2:7,8 5:3,5	44:9,23	occurred (7)	34:23 35:2	39:22,24
name (19)	5:18 6:23	45:12 59:9	22:12 28:6	35:11 36:9	once (5) 10:6
4:19 5:1,21	7:11 8:10	76:21 79:2	29:22 37:16	36:20 37:15	16:15 22:17
5:23 12:21	11:22 12:13	82:3 90:15	51:12,25	39:13,21	26:1 68:8
27:20 32:23	14:13 19:8	90:15 92:6	61:9	40:20 41:17	ones (2)
34:10,11	20:1,18,19	numbered ...	October (2)	41:25 42:12	17:13,15
40:23,25	37:12 39:20	87:10 91:17	48:8 87:18	42:19 45:8	open (1) 64:8
41:1,5,6,12	40:1 42:9	numerous (...)	offense (1)	45:10 46:1	operating (1)
42:18 59:9	60:21 61:14	43:6 64:24	7:20	46:6,12	54:24
62:20 79:18	61:19 62:15	67:23	offer (1)	47:1 49:6	opposed (6)
names (2)	62:16 72:19	Nype (3) 1:11	69:11	49:16 50:7	24:2 29:20
26:24 34:8	92:21 101:6	5:7,13	offering (1)	50:20 52:22	42:5 54:25
nature (1)	Newark (1)		21:9	54:15 55:3	58:12 87:24
20:8	42:9	O	office (5)	56:12 57:7	opposing (1)
nearly (1)	night (2)	oath (6) 6:19	39:4 69:5	57:14,25	19:3
93:15	38:18 40:8	6:20 7:23	72:23 82:2	59:12,17	oranges (1)
necessary (...)	nine (1) 27:8	12:8 15:15	94:2	60:24 61:10	13:12
6:18 8:20	non-releva...	55:23	offices (2) 2:7	61:12,23	order (2)
8:23 9:5	17:16	object (22)	3:3	62:4,13,18	67:1 84:24
23:18 67:18	normally (3)	8:24 9:5	official (1)	62:22 63:1	organized (1)
71:5,6	10:12 29:2	10:1 19:1	7:22	63:14,16,20	15:16
72:18 89:20	32:13	20:3,5 32:1	offline (3)	63:24 64:3	original (5)
90:7 91:2	North (1) 3:5	43:12 46:17	71:25 72:3	64:12,15,17	12:13 14:13
93:6	Notary (3)	51:5 55:13	72:22	65:13 66:12	32:3 54:22
need (11)	2:6 5:17	59:1,2 65:7	offsite (2)	68:8,18	80:18
8:19,21	101:5	73:12 75:23	38:21,24	72:20 73:3	originally (3)
10:24 15:10	note (1)	78:4 89:21	Oh (1) 29:10	73:17,22	16:5 56:2
33:1 69:21	99:17	91:5 92:18	okay (141)	74:11 75:3	83:7
72:21 73:6	notes (4) 2:4	96:9 99:7	5:25 6:5 7:2	75:11,16,19	originated ...
92:5 93:22	10:20 31:22	objection (...)	7:10 13:25	76:4 78:9	96:3
94:19	101:8	8:19,24	16:15,20	78:17,25,25	outside (2)
needed (3)	notice (5)	18:23 32:1	17:9,16,21	79:13,18,21	39:11,14
33:16 62:24	2:11 13:18	43:12 46:17	17:25 18:6	80:3,7,12	overall (1)
97:13	14:11,17	47:2,16	18:12 20:12	81:1 82:12	57:8
neither (1)	24:9	51:19 55:12	20:15 21:7	82:18,22	owe (1) 99:22

owed (1) 33:22	17:14 77:19 98:1	73:1	picture (2) 7:6 53:4	76:7	prescribe (1) 24:4
owned (3) 47:21 51:14 56:13	part (6) 11:5 50:20 70:19 72:3 74:14	percentage... 36:3	pictures (3) 7:1,3,7	power (2) 38:4 55:19	present (8) 3:18 6:11 6:21 23:21 26:17,20 59:4 75:19
owner (4) 35:16,18,20 50:13	82:1	perfect (1) 10:5	piece (2) 35:24 60:8	practical (1) 18:20	practice (2) 22:2 97:10
owners (1) 33:3	part-time (1) 34:21	period (5) 20:24 49:10 54:18 85:11	place (2) 11:6 101:9	practicing ... 31:1	Presently (1) 35:18
P	partial (1) 50:18	periodicall... 39:25 40:4	plaintiffs (3) 1:8 3:4 5:15	pre-Sandy ... 38:9	preserve (1) 11:7
P (4) 2:3 3:1 3:1 5:16	particular ... 23:16 46:20 68:16 90:6	periods (1) 55:5	plan (1) 21:5	pre-trial (1) 12:10	president (1) 35:17
P-r-i-n-c-i-... 27:3	parties (3) 12:6,11 101:13	perjury (4) 6:24 7:12 7:20,21	please (17) 5:9,20 8:4,8 15:18 26:25 41:13 64:5 65:10 66:20 67:6 70:15 71:22 72:24 78:22 85:4 85:5	precipitate... 28:1	presume (1) 6:9
p.m (1) 5:9	partner (3) 28:19,19 69:8	person (9) 7:20 8:5 9:23 39:11 39:12,14 42:8 47:21 49:22	Plus (3) 1:11 5:13 19:8	precise (1) 43:15	previously ... 7:24 90:15
page (22) 4:9 4:18 10:9 15:7 16:2 45:11 46:1 74:14 75:1 76:6 78:23 82:12 86:25 87:2,10,11 87:11 88:4 88:11 97:24 98:6,6	partner's (1) 32:23	person's (1) 40:22	point (6) 31:19 38:15 47:1 71:25 77:5 94:13	predates (2) 79:23 86:4	primary (8) 12:14,16 14:18 26:5 34:9,13 36:17 49:22
pages (12) 14:10,12 16:2,4,7 41:18 45:21 76:14 82:2 83:18 85:6 87:6	partners (10) 1:6 5:7 12:18 28:15 28:16,18 29:4 50:9 54:6 92:15	personally ... 27:17	policy (8) 21:17 22:18 22:23 23:25 95:17 97:11 98:24 99:3	prefer (1) 87:23	Principato ... 27:1
paper (1) 60:8	partnershi... 28:20 47:20	phased (1) 30:4	pony (1) 71:7	premarked... 13:18	print (12) 14:6,20,25 15:6 18:17 58:21 70:14 70:15 74:12 80:12 88:24 93:3
paperwork... 51:16 54:22	party (2) 66:24 69:25	phone (4) 72:11,13,21 73:4	position (2) 72:16,18	preparatio... 29:25 33:23 88:18 89:25	printed (11) 14:24 15:19 43:16 65:3 66:13 67:10 68:19 74:13 76:21 81:15 81:16
paragraph ... 97:23 98:6 98:19,23	Passaic (1) 1:21	physical (19) 29:25 31:5 31:20,23 32:4,6,8 39:22 58:10 58:11,15 59:5,7,21 60:4,12 66:13 79:10 86:15	possession ... 16:23 21:12 43:1	prepare (13) 10:7 12:22 27:18 84:22 89:14,18 90:10,10,14 90:18,24 91:11,12	printer (1) 14:9
paragraph... 98:14	pause (1) 9:19	physically (...) 17:19 25:19 25:22 37:16 39:7 41:15	possibly (9) 19:11 22:9 22:17 23:10 34:12 58:3 85:8 90:8 92:23	prepared (...) 27:19 28:10 46:10,21 47:7 54:20 56:24 68:22 89:11,19,23 91:9	printing (2) 14:22 15:10
Pardon (3)	pay (2) 55:8 91:22	pick (1) 24:9	posts (1) 80:22	preparer's ... 90:8	prior (5) 24:17 28:8 29:7 33:13 36:3
	payment (2) 80:22 87:23		potential (1)	preparing (...) 46:14 52:20 87:14 89:12 95:5	
	Pdf (4) 31:8 31:10,12 66:13				
	Pdf'd (2) 31:8 60:1				

prison (1) 8:12	82:18 83:3 83:6 91:9	pulling (2) 16:18 65:17	questionin... 8:25	re-written ... 40:7	recipient (1) 18:9
privilege (6) 18:25 19:7 20:1,3,19 20:23	92:12,21 93:9 94:2 producing ... 42:24 51:10 68:10	purge (3) 24:11 26:2 73:9	questions (7) 8:23 90:18 92:24 93:15 94:18 95:2 99:16	reach (3) 72:1,11,23 read (7) 7:15 8:1 64:8 97:18,23 98:4,5	recognize (1) 74:7 recognized ... 19:7 recollectio... 32:11 33:12 49:12 50:24 56:14 95:21 96:19
proactively... 89:20	production... 4:16 17:4 18:18 31:6 51:7,21 76:14 81:12	purpose (7) 11:5 12:5 12:14,17 46:14 55:17 75:3	quick (3) 13:5 14:2 95:2	reading (1) 13:10	reconstruct... 38:9
probably (9) 20:2,9 23:21 44:8 45:23 67:23 77:2 96:17 96:18	profit (1) 28:24	purposes (6) 11:7 31:17 41:14 44:11 47:10,12	QuickBook... 63:17,25 64:7,18 65:18 69:15 70:6 80:23 80:25	reads (1) 7:19	record (27) 5:10,21 6:14 7:6 9:2 10:2,12,13 10:16 11:21 12:2 15:11 15:13 20:17 24:24 25:4 26:25 44:18 44:20 53:19 73:7,25 74:15 94:22 94:24 95:1 99:17
problem (2) 6:11 17:3	program (5) 18:1,3,10 67:20 72:4	pursuant (2) 2:10 31:6	QuickBook... 63:14,15 64:3,12,20 64:22 69:22 70:4,6,17 79:20,21 80:4	ready (5) 15:19 43:17 55:22 94:23 94:25	reconstruct... 38:9
problems (3) 85:18 86:1 88:1	progress (1) 55:24	put (11) 5:9 7:5 20:10 25:3 31:12 38:1 40:1 43:22,23 76:17 94:12	QuickBook... 63:14,15 64:3,12,20 64:22 69:22 70:4,6,17 79:20,21 80:4	real (5) 8:10 13:4 14:2 38:5 55:24	record (27) 5:10,21 6:14 7:6 9:2 10:2,12,13 10:16 11:21 12:2 15:11 15:13 20:17 24:24 25:4 26:25 44:18 44:20 53:19 73:7,25 74:15 94:22 94:24 95:1 99:17
procedure ... 26:2	project (1) 89:5	putting (2) 60:9 76:7	quicker (1) 70:18	really (6) 9:17 10:21 20:3 39:10 58:3,5	reconstruct... 38:9
proceeding... 7:22 9:10 11:2,25 13:19	promissory... 31:22		quickest (1) 19:18	reason (8) 10:22 19:17 49:6 57:2 75:7 82:20 83:10 93:6	reconstruct... 38:9
proceeding... 2:4	Properties ... 1:7 50:15	Q	quickly (2) 8:10 68:23	reasonably... 35:4	reconstruct... 38:9
process (6) 6:6 14:22 19:2 20:4 31:5 52:20	property (1... 50:1,4,5,23 51:14 52:15 52:17 53:10 53:13,23,25 54:2,4 55:8 69:22	qualificatio... 52:23	quite (2) 38:4 41:17	recall (28) 22:8 23:4 24:22 30:13 30:15 33:15 37:7 41:20 47:25 48:10 48:12,14,16 48:18,20,22 48:24 49:7 53:2 54:20 55:2 58:3,5 59:6 83:17 84:7,9 97:5	reconstruct... 38:9
processors ... 61:20	proprietary... 19:10	question (35) 13:7 14:23 25:11 28:17 32:2 35:11 35:24 43:13 46:18 47:16 50:10 51:6 51:23,24 52:4 55:13 57:9 58:1 59:2 61:2,3 63:12 65:7 73:13 75:24 85:12 88:3 89:22 91:6 91:16 92:18 94:5,13 96:10,14	quotation (1) 98:7	records (80) 4:12 12:16 12:17 17:11 21:18 23:21 23:23 24:9 24:11,17,21 25:10,15,23 26:3,12 28:6 31:7 31:11,20,24 32:4 36:10 36:12 37:4 37:6,17,19 37:21 38:9 38:12 39:23 41:11 42:24 42:25 43:7 46:24 47:17 47:23 49:8	
produce (12) 14:20 16:8 16:21 17:1 21:5 65:13 65:18 69:15 80:13 83:10 92:5 94:12	protective (... 67:1		quote (2) 19:10 74:24	recess (1) 55:20	reconstruct... 38:9
produced (... 16:11 21:12 23:23 49:18 49:19 50:2 50:21 52:1 52:3 64:24 65:4,22 68:19 82:1	provide (3) 63:18,25 68:13		quoting (1) 90:2		reconstruct... 38:9
	Public (3) 2:6 5:17 101:5		R		reconstruct... 38:9
	pull (1) 14:1		R (4) 2:3,3 3:1 101:2		reconstruct... 38:9
	pulled (1) 16:19		ramble (1) 13:5		reconstruct... 38:9
			ran (1) 17:5		reconstruct... 38:9
			re-do (1) 89:13		reconstruct... 38:9
			re-writes (1) 40:8		reconstruct... 38:9

49:9,9,17	17:4 30:23	66:20 68:9	4:16	43:8 58:16	Russell (2)
49:25 50:11	33:11 34:6	rephrase (7)	required (1)	89:12 90:12	5:7,12
51:10 53:10	50:24 56:17	13:9 28:17	97:2	90:20,24	
53:13 54:18	57:16 58:12	35:23 36:11	reschedule ...	95:5	S
55:4 56:7	78:10 93:15	43:14 57:9	14:12	Revenue (2)	S (6) 2:3 3:1
57:11 58:7	regards (1)	96:14	responded ...	1:11 5:13	4:7 5:16,16
58:11 64:18	12:18	replace (1)	90:25	reverse (1)	41:2
65:16,19	registers (2)	61:13	responding...	84:24	S-a-m-m-y ...
66:2,4,16	31:22 63:10	reported (4)	41:14	review (10)	5:22
66:25 67:5	regular (1)	51:17 52:5	response (2)	10:13 18:24	S-p-i-t-z (1)
69:16 73:9	56:20	52:8 56:21	52:3 91:10	20:2 21:1	5:22
74:23,24,25	relate (1)	reporter (15)	responsibil...	29:13,15,20	S-t-e-l-l-a (1)
86:4 88:18	24:25	2:6 9:14	96:5 99:5	29:21 41:12	54:2
89:8 90:1,9	related (4)	10:7 11:13	rest (2) 53:18	90:23	safe (1) 34:1
90:16 93:23	87:14 98:10	13:16,23	79:23	reviewed (2)	safeguards ...
96:6 97:11	98:24	41:10 43:21	resume (3)	78:3 93:17	11:12
97:13 98:10	101:12	44:22 45:19	55:22 73:4	ridiculous (...)	Sahara (1)
98:24 99:5	relates (3)	62:4 73:22	94:8	7:18 67:15	3:11
recreate (1)	68:6 69:7	74:4 76:18	retain (4)	right (17)	sake (2) 8:4
91:3	94:1	101:5	21:17 22:11	8:14 13:9	92:4
RECROSS...	relating (5)	reporter's (1)	58:12 99:5	14:6 19:23	sale (5) 50:18
4:3	52:2 60:7	8:4	retention (4)	20:25 22:11	50:22 51:25
recurring (2)	64:18 67:5	Reporting ...	4:12 73:25	44:3 45:12	52:2,7
56:20 57:3	67:24	1:20 5:2	74:15 97:11	61:18 70:10	Sammy (4)
red (1) 10:19	relative (1)	represent (8)	retire (1)	78:20 83:10	1:10 4:4 5:6
redact (1)	101:15	14:10 20:16	31:2	87:10 88:9	5:22
19:21	relevance (1)	85:13 87:2	retrieve (5)	93:1 96:7	Sandy (11)
REDIREC...	78:5	90:19 91:13	24:16 38:8	96:13	37:5,13,16
4:3	relevant (6)	91:23 92:2	39:25 86:8	right-hand...	37:22 38:3
reference (1)	12:11 16:22	representat...	97:13	16:2 45:14	38:13 60:23
92:4	17:13,15,21	57:2	retroactive...	78:24 82:15	61:6,8,14
referred (1)	97:23	represente...	23:14,15	88:5	61:17
93:16	rely (1) 39:11	56:12 66:5	return (16)	rings (1) 73:2	satisfactor...
referring (7)	remember ...	92:12	12:23 25:16	River (1)	21:6
28:24 43:10	37:10 46:9	representin...	28:12 30:1	18:5	save (3)
44:15 48:6	rememberi...	5:2	51:4 52:6,8	road (1) 11:1	24:20 67:2
52:18 83:24	37:9	represents ...	52:11 56:21	ROE (1) 1:13	67:3
85:6	remind (3)	46:23 47:9	56:24 57:9	role (1) 51:9	saw (8) 10:19
reflect (1)	15:14 24:14	reprint (1)	64:21 87:14	room (1)	10:20 30:18
10:25	55:23	78:16	90:21,24	60:20	30:21,23
reflected (2)	remote (1)	request (6)	98:21	roughly (1)	42:18 48:5
70:5 93:25	38:19	24:20 68:9	returned (1)	51:13	56:6
refresh (1)	remotely (1)	70:3,7,8,11	64:20	rules (3) 7:4	saying (5)
56:14	39:21	requested (5)	returns (15)	11:12 22:1	34:5 70:24
regard (4)	renew (2)	14:19 69:25	12:22 25:20	run (3) 6:5	71:1 93:6
22:22 63:12	47:15 93:12	70:2 88:22	27:18,19	60:19 95:8	96:21
71:3 89:3	repeat (4)	98:21	28:9,10	RUSSEL (1)	says (15)
regarding (...)	13:9 51:24	REQUEST...	29:7 31:9	1:11	15:23 16:4

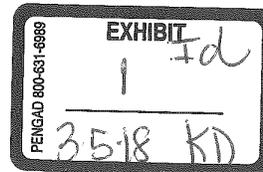
16:10 20:22	66:2 67:11	52:11,14	75:5 91:17	signed (7)	66:18
44:3 50:18	75:14 76:6	53:9,13	101:10	23:2,7	sit (2) 69:4
70:22 71:2	78:18,19	54:17,17,25	sets (1) 94:6	29:15 85:21	84:15
74:15 75:12	79:4 84:2	55:4 56:16	settlement ...	86:24 87:3	sits (1) 69:4
82:5 88:18	84:20 87:16	57:10,11	36:6	90:21	sitting (4) 7:8
89:25 98:20	87:24 88:15	82:23 91:1	seven (5)	silent (2)	13:23 23:6
99:10	92:22 98:25	95:16	27:5 50:18	40:12 72:13	84:16
scan (3)	seeing (1)	separately ...	84:14 99:22	simply (4)	six (3) 13:10
70:15 86:18	92:16	71:18 82:24	99:24	17:5 56:24	14:15 83:22
93:3	seen (15)	September ...	sheets (1)	70:21 85:12	SKE (9) 2:7
scanned (2)	16:12 50:2	30:18,21,22	89:4	single (1)	5:4,16
31:16 59:16	50:7,11	sequence (2)	shoebox (1)	68:5	35:13,17,24
scheduled (1)	52:19 53:14	84:23 85:16	23:12	sir (73) 5:23	35:24 62:6
11:24	53:22 54:21	sequential ...	show (8)	6:14,21	98:9
scope (4)	55:10 56:16	85:13	13:16 14:2	7:11 8:2	slide (1)
27:10 47:17	57:10 75:7	sequential...	56:20 71:7	9:13 10:3,7	81:14
51:7,20	91:19 95:10	93:7	76:23 81:7	11:3,16,19	slightly (2)
screen (2)	95:14	serious (1)	87:9 89:8	12:5 15:14	49:7 87:19
14:1 76:24	send (11)	9:10	showed (1)	15:22,25	slow (2) 8:20
SDIS (1) 82:5	24:8 25:1	served (3)	82:23	16:9,13,17	85:6
se (1) 17:24	32:8 42:4	14:13,15	showing (1)	17:8 18:14	slowly (1)
search (1)	42:10 64:10	16:15	57:7	22:16 26:17	98:5
18:10	83:14,20	server (25)	shown (1)	27:7,20	small (1) 26:9
season (1)	86:13 91:18	4:20 19:3,5	78:14	28:18 35:12	so-to-speak...
94:9	99:23	31:9 36:21	shows (1)	35:14 36:14	91:3
second (8)	sender (1)	59:19 60:20	16:4	37:4,8	software (10)
9:3,23	18:9	60:21 61:7	shred (9)	43:17 45:16	63:16,20,22
43:20 44:7	sending (1)	61:13,14,17	24:11 25:9	47:6 49:14	64:8,14,17
44:18 45:11	42:5	62:15,16	25:20,24	51:11 56:4	79:17,19
46:1 81:11	sends (2)	64:16,19	58:7 60:3,8	56:10 57:14	80:24,25
secondary ...	32:16 64:6	65:12 68:16	71:19 86:18	58:19 60:25	sold (1) 51:13
12:5	senior (2)	69:7 79:25	shredded (3)	62:9 63:2	sole (2) 35:16
seconds (1)	28:19,19	80:5,8,13	26:13 57:17	65:21 67:9	35:18
94:20	sense (2)	80:16 86:11	71:13	67:14 68:13	solemn (1)
secret (1)	13:12 15:7	servers (3)	shredder (2)	70:23 71:5	9:9
19:11	sent (10) 15:3	36:10 61:20	25:1,3	73:6,15,18	somebody (...)
secretary (2)	26:12 33:10	62:6	shredding (...)	74:8,16	15:17 39:4
15:4,9	33:15 41:21	service (9)	25:5,25	75:4,14	73:2
Section (1)	43:2 83:8	6:8 14:15	57:16 58:10	76:1 77:19	somewhat (...)
7:19	85:8 91:21	18:4 38:16	60:12,13	79:4,19	8:20 71:25
secure (1)	92:13	38:17 39:14	side (2) 88:5	82:18 84:1	soon (3)
41:16	sentences (2)	72:2,8,10	88:9	84:23 85:12	14:23 61:6
see (26) 6:9,9	13:6 98:15	services (7)	sign (8) 22:18	86:3 87:10	61:16
6:10,10	separate (22)	38:15,17	23:14,15,17	88:4,12	sooner (1)
12:17 16:9	22:19,23	64:1,3	29:7,13	91:15 92:9	97:5
19:17 48:8	27:23 48:2	87:14 88:17	86:14 90:23	95:3 98:12	sorry (6) 18:2
50:8 54:17	48:8 49:9	94:4	signature (2)	99:1,9	25:11 33:1
55:6 65:15	49:17 50:11	set (4) 44:24	98:8,16	sir-- (1)	44:13 57:23

58:18	1:10 4:4 5:6	52:20 86:19	storm (3)	66:25	28:5 39:4
sort (1) 18:9	5:22 14:2	starting (5)	37:5,15	subsequent...	60:12 75:7
sound (1)	14:14,19	16:1 29:17	38:12	29:16 92:21	75:20 84:1
75:16	21:9 55:22	48:7 92:5	strike (3)	substance (1)	89:1 94:11
sounds (1)	65:11 77:11	97:1	36:10 80:8	55:17	taken (3) 2:5
33:13	78:7 90:5	starts (1)	97:8	substantive...	6:1 101:14
source (7)	99:20	41:1	strive (1)	46:19 94:9	takes (3)
32:3,4 65:2	Spitz's (1)	state (13) 2:7	97:4	suddenly (1)	19:22 68:24
66:1 69:16	15:3	5:17,20 9:2	striving (1)	40:13	69:12
89:7 99:5	split (3) 28:1	18:22 19:7	10:15	suggestion ...	talk (2) 8:7
sources (1)	28:6,8	26:24 32:1	structure (1)	44:22	13:5
32:18	spoke (2)	39:20 43:12	28:20	suggests (1)	talked (2)
spaced (1)	42:17,23	46:16 97:18	stuff (5) 29:3	36:24	55:25 95:3
10:9	spoken (1)	101:5	31:22 60:22	Suite (1) 3:12	talking (9)
span (1)	30:16	stated (3)	60:22 82:1	summer (3)	8:5 9:5,15
96:17	spreadshee...	37:20 96:23	sub (1) 7:19	27:24 29:18	9:24,25
speak (2)	63:5	96:24	sub-entitie...	30:5	43:23 85:4
23:11 71:21	spreadshee...	statement (5)	43:6,10	supplemen...	92:7 93:18
speaking (1)	63:6,9,11	7:22,24,25	55:3	81:11	tape (3) 39:8
7:17	spring (3)	57:22 93:7	sub-entity ...	Supreme (1)	40:1,2
speaks (1)	1:22 5:2	states (2)	43:7,8,8,9	20:21	tapes (1)
99:8	30:1	79:1 97:22	subject (5)	sure (5) 9:8	38:22
special (1)	SPZ (1)	stating (1)	11:11 19:12	18:24 53:19	targeted (1)
75:12	45:14	96:25	52:23 67:16	89:10 94:14	16:5
specific (1)	SPZ860 (1)	status (1)	67:17	swears (1)	tax (33)
92:14	45:12	85:24	submitted ...	7:23	12:22,23
specifically...	stack (1)	statute (5)	66:9 68:7	switch (1)	23:2,8,18
76:14 85:9	76:13	6:24 7:12	68:17 69:6	40:5	25:16,20
97:21	staff (7)	20:18,20,20	71:4	switching (1)	27:11 28:9
specify (2)	18:13 25:22	Stella (1)	subpoena (...)	38:16	28:9 29:16
70:21 71:2	26:14,16,17	54:2	4:10 14:13	sworn (2)	29:18 31:9
speculating...	34:7,14	stenograph...	14:17,18	5:17 101:9	33:22 43:8
25:12	stamp (1)	2:3 101:7	15:24 16:3	system (4)	46:19 47:9
speculation...	79:14	stick (2)	16:4,17	38:23 40:5	47:12,14
75:25	stamped (1)	68:14 69:18	21:11 31:6	79:12,15	51:4 52:5,8
speed (1)	79:16	sticker (2)	31:17 41:14	systems (1)	52:11 53:1
14:9	stamps (2)	43:22 44:7	42:18 43:6	60:19	55:8,11
spell (3) 5:20	80:23 93:16	stock (1)	44:10,25		56:24 58:16
26:25 27:2	standard (1)	29:19	50:22 51:21	T	83:10 87:14
spelled (1)	22:10	stop (3) 9:19	52:4 59:14	T (6) 2:3,3	89:12 94:9
54:13	standpoint ...	43:23 85:4	59:24 65:14	4:7 5:16	95:5
spelling (1)	71:8	storage (3)	70:19,20	101:2,2	taxpayer (3)
34:12	stands (2)	61:21,24	71:1,1,6	tail (1) 37:13	69:23,24
spend (2)	34:23 54:16	62:6	72:17,19	take (17) 5:5	90:10
83:11 88:25	start (3) 9:24	store (1)	80:14 91:10	6:20 8:6	taxpayers (1)
spent (2)	14:21 37:3	38:21	91:14	9:14,22	89:16
83:9 89:9	started (4)	stored (1)	subpoenae...	10:10 14:21	tech (1)
Spitz (14)	15:3 37:20	38:24	42:9,24	21:9 24:25	39:11

technical (2) 29:3 62:23	things (2) 12:8 85:2	69:14 70:10 70:20 75:6	transferrin... 70:13	77:18,21 84:9 85:9	unusual (1) 26:25
tecum (1) 16:4	think (24) 8:25 9:1	75:10,19 78:14,18,19	transmit (1) 41:19	87:6,19 90:15 94:17	upcoming (...) 23:8
tell (16) 17:3 35:6 48:4 50:20 58:14 59:15 62:13 63:4 67:13 73:5 74:22 75:2 83:4 83:15 84:13 89:2	11:24 18:23 21:4 34:11 43:13 44:8 44:10 46:18 47:16 62:20 65:14 77:7 89:23 92:18 92:23 93:13 93:14 95:1 95:20 96:8 96:10 99:15	83:11,11 84:1 89:4,6 93:4 99:12 99:16 timely (1) 90:12 times (2) 42:7 80:19 timing (2) 71:7 83:15 today (4) 5:3 18:21 20:6 76:4	transmitte... 83:18 84:7 84:11 trial (4) 11:1 11:9,14,24 trickled (2) 53:8,22 tried (1) 42:7 triple (1) 45:14 true (7) 8:1 67:12 78:9 81:2 96:25 97:16 101:6	94:18 95:2 98:7,15 99:18 two-page (3) 45:22 74:4 74:12 Typical (1) 100:3 typically (1) 23:1	updated (1) 16:1 upgrade (1) 62:14 upgraded (1) 62:8 upload (1) 15:8 uploaded (2) 13:18 81:25 upstairs (1) 15:6 usable (1) 6:16 use (14) 18:3 18:8 22:5 38:23 39:14 63:4,6,9,14 63:15,17,20 63:22 64:3
telling (1) 13:12	95:20 96:8 96:10 99:15	total (1) 62:6 90:22	truth (2) 7:24 10:21 truthful (1) 10:16 try (2) 8:4 10:9 trying (10) 51:8 59:17 59:19 61:4 71:20 72:1 72:11 83:9 90:5 93:24	Unbelievab... 100:2 underlies (1) 66:3 underlying... 11:25 89:8 understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15	utilizable (1) 11:13 utilize (1) 63:23 utmost (2) 9:18,19
tend (2) 13:5 13:5	thinking (2) 37:14 57:15	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 Vegas (14) 1:6 3:13 5:7 11:9,11
telling (1) 13:12	96:10 99:15	today (4) 5:3 18:21 20:6 76:4	truth (2) 7:24 10:21 truthful (1) 10:16 try (2) 8:4 10:9 trying (10) 51:8 59:17 59:19 61:4 71:20 72:1 72:11 83:9 90:5 93:24	Unbelievab... 100:2 underlies (1) 66:3 underlying... 11:25 89:8 understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15	utilizable (1) 11:13 utilize (1) 63:23 utmost (2) 9:18,19
tend (2) 13:5 13:5	thinking (2) 37:14 57:15	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 Vegas (14) 1:6 3:13 5:7 11:9,11
tendency (1) 9:18	third (5) 7:21 8:10 13:17 14:11 98:5	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 Vegas (14) 1:6 3:13 5:7 11:9,11
term (4) 13:8 47:13,14 89:22	three (24) 6:3 8:12 15:9 18:7 21:18 24:2,3,8 25:23 30:17 33:9,20 35:4 38:14 50:1 58:2 69:12 71:14 73:9 96:7 98:9,14,21 98:25	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 Vegas (14) 1:6 3:13 5:7 11:9,11
terms (13) 16:17 23:2 32:9 43:10 59:24 61:20 62:14 63:3 64:4,6,9 91:14 95:4	18:7 21:18 24:2,3,8 25:23 30:17 33:9,20 35:4 38:14 50:1 58:2 69:12 71:14 73:9 96:7 98:9,14,21 98:25	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 Vegas (14) 1:6 3:13 5:7 11:9,11
terrible (1) 51:11	98:9,14,21 98:25	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 Vegas (14) 1:6 3:13 5:7 11:9,11
testified (2) 54:19 62:19	thumb (2) 18:15 65:19	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 Vegas (14) 1:6 3:13 5:7 11:9,11
testifies (1) 5:18	time (48) 5:8 8:5,6 9:15 17:5,6,7 18:19 20:6 23:22 26:12 26:17,20 29:23 30:5 30:12,13,23 31:2 37:18 49:10 54:18 55:5 56:1 57:17 58:5 61:21 62:7 62:8 69:3,5	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 Vegas (14) 1:6 3:13 5:7 11:9,11
testimony (5) 11:8 12:7 29:12 95:21 96:2	26:17,20 29:23 30:5 30:12,13,23 31:2 37:18 49:10 54:18 55:5 56:1 57:17 58:5 61:21 62:7 62:8 69:3,5	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 Vegas (14) 1:6 3:13 5:7 11:9,11
Thank (3) 35:12 71:10 100:1	26:17,20 29:23 30:5 30:12,13,23 31:2 37:18 49:10 54:18 55:5 56:1 57:17 58:5 61:21 62:7 62:8 69:3,5	total (1) 62:6 30:8 totals (1) 56:25 touches (1) 12:4 traffic (1) 10:18 transaction... 50:25 51:3 52:5 54:16 transaction... 51:17 53:9 70:5 95:8 transcript (...) 10:8,23,25 11:12 13:11 41:4,12 101:7 transfer (2) 50:22 68:24 transferred... 41:15 69:1 69:1	turn (6) 19:5 34:24 72:21 73:1 81:10 93:10 turned (1) 72:12 turns (1) 19:2 twice (1) 46:4 two (32) 7:7 9:15,23 11:7 14:12 15:11 18:7 26:21,22 33:3 45:21 53:7 57:15 58:2 77:2,4 77:12,13,15	understan... 6:6,21 10:3 11:2,16 13:7,8 25:11 35:23 44:6 57:1 61:5 64:9 66:4,15,23 69:24 74:18 87:23 89:17 89:18 90:6 91:12 92:8 95:15 understan... 12:20 35:13 37:1 47:6 51:2,16 81:17 84:10 91:2 96:1 96:16 97:9 unfair (1) 92:23 unplug (1) 15:5 unquote (2) 19:10 74:24	vague (7) 43:13 55:14 65:8 75:25 89:23 91:6 93:13 variations (...) 99:11 varied (1) 36:4 various (5) 12:19 32:18 52:1 71:12 74:23 V

12:18,22 35:7 50:9 51:14 54:6 57:12 69:7 92:14 verbatim (1) 10:10 verify (4) 14:3 70:23 71:5 74:18 verifying (2) 52:13 70:25 version (3) 6:12 67:8 68:19 versions (12) 66:14 67:10 67:10 68:12 68:19,21,25 69:15,16,17 70:11,16 versus (1) 5:7 video (6) 6:8 6:8,13 9:16 15:5 100:4 videograph... 3:19 5:1 8:3 13:24 14:5 15:1,20 45:7 55:18 81:13,19,24 100:4 videotape (2) 6:16 10:19 videotaped... 1:8 5:5 Village (2) 2:8 5:4 virus (1) 40:12 volume (1) 41:19 Vs (1) 1:10	waive (1) 35:11 wandering ... 53:20 want (17) 9:8 9:20 11:20 12:1 14:6 23:9 51:12 66:1,13 67:8 68:20 70:6 74:18 80:5 93:5 94:14 98:11 wanted (4) 9:8 16:8 60:3 97:12 wants (2) 10:2 90:4 wasn't (1) 83:2 waste (1) 70:9 water (1) 38:5 wave (3) 82:25 83:3 84:11 way (7) 9:24 19:19 20:16 38:7 56:14 72:22 96:15 ways (2) 27:23 35:22 we'll (5) 21:15 68:10 71:6,6 94:10 we're (24) 5:3 9:5,24 24:10 45:8 45:18 46:18 51:10 53:20 55:23 66:12 67:1,11 68:9,18 77:3 81:18 82:6 85:19 93:21,22	94:25 98:12 99:17 we've (3) 66:25 86:1 91:13 website (10) 63:24 74:9 74:13,15,19 75:2,4,21 76:5,9 week (6) 20:10 21:5 21:10 69:10 69:20 84:14 weeks (6) 14:16 16:6 82:24 84:9 85:9 93:10 WELSH (1) 3:3 went (9) 10:19 26:14 31:7,11 38:3 49:8 59:22 72:3 89:18 weren't (3) 38:15 84:11 95:11 Whoever's ... 26:10 Wikipedia ... 61:6 William (2) 3:15 13:22 Wink (8) 56:9,9,13 56:17,20 57:4,5,11 withdraw (1) 47:2 withheld (1) 43:2 witness (29) 4:3 8:21 9:1 9:3,9 12:9 13:17 18:23 19:15,25	43:23 44:12 44:14 45:6 51:22 72:15 73:24 74:6 77:4,14,17 77:20 90:4 92:19 93:2 93:14 99:22 100:2 101:8 witnesses (2) 12:8 21:4 word (10) 66:17 67:19 67:20,23 68:1,5,12 69:15 70:16 89:22 words (3) 29:19 38:22 95:9 work (28) 1:6 12:22 18:13 23:8,18,25 26:19 27:11 28:9 29:13 29:18 30:10 30:11 35:3 35:6,9 47:22,24 48:1,9 49:10,18 52:24 53:1 53:4 66:15 84:14 89:5 worked (2) 35:5 38:2 working (4) 5:16 38:6 64:4 67:20 worth (1) 74:3 wouldn't (3) 15:6 19:17 72:13 wrap-up (1) 94:18 write (1) 40:7 wrong (1)	32:23 <hr/> X <hr/> X (3) 4:1,7 83:9 XXVIII (1) 1:4 <hr/> Y <hr/> Y (1) 5:16 yeah (9) 15:1 15:23 45:7 56:5 69:21 76:20 77:6 78:25 85:1 year (22) 22:17,20,24 23:2,5,11 26:1 29:16 34:25 35:5 37:7 48:6,7 57:21 71:12 85:25 86:1 87:3 89:12 95:17,20 98:9 year-by-ye... 89:15 years (33) 8:12 21:18 22:3 24:1,3 24:8 25:24 27:5,8 33:10,20 35:4 49:13 50:1 53:7 54:20 56:4 60:19 68:16 71:14 73:10 74:10 84:4 85:14 88:21 89:19 90:13 90:20 96:7 96:17,20 98:21,25 yellow (1) 10:21 Yep (1) 98:18	York (1) 37:12 <hr/> Z <hr/> Z (1) 5:16 Z-o-e (1) 53:25 Zoe (2) 1:6 53:25 <hr/> 0 <hr/> 0 (1) 45:14 05 (4) 96:18 96:20,21,24 06 (1) 96:20 07 (6) 48:7 79:22 96:18 96:20,21,23 07730 (1) 2:9 07762 (1) 1:22 07A551073... 1:3 5:8 08 (7) 48:11 85:1 86:4 95:20 97:1 97:6 99:4 09 (4) 48:13 79:22 86:6 95:23 <hr/> 1 <hr/> 1 (7) 1:13 44:23 56:9 56:9,13,20 57:4 1-1 (1) 87:1 1/25/08 (1) 79:14 10 (7) 15:15 16:3,7 22:3 74:10 87:23 95:23 100 (1) 34:24 106 (1) 3:12 11 (1) 90:16 11-- (1) 37:10 11/3/2007 (1)
--	--	---	--	--	---

79:2 1114 (2) 82:19 83:18 1115 (4) 82:16 83:21 83:23 85:1 1116 (3) 97:24 98:6 98:13 1118 (1) 85:2 1121 (1) 85:2 1129 (3) 83:21,22,24 118 (2) 86:25 87:2 12 (3) 37:14 90:14,17 12:40 (1) 5:8 12:41 (1) 2:10 13 (3) 37:14 90:14,17 14 (2) 27:24 29:21 1400 (2) 41:18 82:19 15 (7) 16:1 49:15 70:9 70:10 77:8 84:14 85:2 15,000 (1) 8:13 15th (1) 71:9 16 (5) 2:8 5:4 49:15 53:12 57:20 17 (5) 52:18 52:19,21 57:20,24 18 (1) 57:23 1840 (1) 3:11 199 (1) 3:5 19th (1) 87:18 <hr/> 2 20 (3) 77:8 87:24 94:11	2007 (3) 48:9 79:2,7 2008 (2) 86:6 96:18 2010 (2) 48:15 86:6 2011 (10) 24:11 25:1 27:15 37:8 48:17 86:6 88:19 90:11 90:14 95:23 2012 (5) 23:23 48:19 86:7 90:11 95:23 2013 (12) 23:24 28:11 29:17 32:10 48:21 51:13 57:2 85:14 85:15 86:5 90:12 95:21 2014 (15) 23:22 27:24 28:21 29:8 29:18 30:1 30:5 48:23 49:8 51:13 52:23 53:1 57:3 85:15 88:19 2015 (16) 23:22 29:23 30:1,6 48:25 49:21 52:14,24 53:1,3,12 53:20 55:4 57:3 85:15 87:7 2016 (17) 23:22 49:2 49:21 52:14 53:3,21 55:4 57:3 85:2,15 86:25 87:4	87:7,14 88:15,21 91:9 2017 (16) 23:10,14,18 30:22 49:4 49:21 52:14 53:8,15,22 62:11,16 84:19,21 85:17 87:25 2018 (6) 1:10 2:9 5:4 23:7 23:9,13 22 (1) 99:18 22nd (2) 14:15 16:16 24th (1) 87:13 25 (1) 14:9 26 (1) 10:8 28-1 (1) 7:19 2C (1) 7:19 <hr/> 3 3 (1) 79:1 30 (3) 10:12 24:10 40:12 30X100188... 101:24 31 (2) 40:13 40:14 3rd (2) 79:7 86:25 <hr/> 4 41 (1) 4:19 44 (1) 4:10 45 (1) 4:11 <hr/> 5 5 (3) 1:10 2:9 4:5 50 (1) 87:24 517A (1) 1:21 5th (2) 5:4 88:15	<hr/> 6 60 (1) 94:20 61 (1) 4:20 <hr/> 7 732-282-07... 1:23 732-282-07... 1:23 77 (1) 4:12 <hr/> 8 843 (2) 78:21 78:22 844 (1) 79:22 848 (2) 88:5 88:10 853 (1) 87:11 860 (1) 45:14 881 (1) 92:6 89104 (1) 3:13 89704 (1) 3:6 8th (1) 16:5 <hr/> 9 90 (1) 94:20		
---	--	--	---	--	--



1 ANTD
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 Defendants*
11 *RUSSELL L. NYPE; REVENUE PLUS, LLC*

12 DISTRICT COURT
13 CLARK COUNTY, NEVADA

14 LAS VEGAS LAND PARTNERS, LLC; LIVE
15 WORK, LLC and ZOE PROPERTIES, LLC,

CASE NO : 07A551073

DEPT. NO: XXVIII

16 Plaintiffs,

THIRD

**AMENDED NOTICE OF CUSTODIAN
OF RECORDS DEPOSITION OF
SAM K. SPITZ, CPA, Believed to Be
The Custodian of Records at SKE
Group, LLC**

17 vs.

18 RUSSELL L. NYPE; REVENUE PLUS, LLC;
19 DOES I through III, and ROE CORPORATIONS I
20 through III, inclusive,

**OLD DATE: FEB. 22, 2018
OLD TIME: 10:00 A.M.**

21 Defendants.

**NEW DATE: March 5, 2018
NEW TIME: 12:30 P.M.- EST**

22 TO: GARRY L. HAYES, ESQ., of the LAW OFFICES OF HAYES & WELSH, Attorneys for
23 Plaintiffs

24 TO: MICAH S. ECHOLS, ESQ., of the LAW OFFICES OF MARQUIS AURBACH COFFING,
25 Attorneys for Plaintiffs

26 **PLEASE TAKE NOTICE** that on **Monday, March 5, 2018, at the hour of 12:30 p.m.,**
27 **Eastern Standard Time, 9:30 a.m., Las Vegas Time,** Defendants, RUSSELL L. NYPE; REVENUE
28 PLUS, LLC, by and through their attorney, JOHN W. MUIJE, ESQ., of THE LAW OFFICES OF
JOHN W. MUIJE & ASSOCIATES, will take the deposition of the Custodian of Records Deposition
of Sam K. Spitz, CPA, Believed to Be The Custodian of Records or Other Qualified Person at SKE
Group, LLC, upon oral examination pursuant to Rule 26 and Rule 69 of the Nevada Rules of Civil
Procedure, before a notary public, or before some other officer authorized by law to administer oath.

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The deposition will be held at SKE Group, LLC, 16 Village Court, Hazlet, New Jersey 07730. Attached hereto as **Exhibit "1"** and incorporated herein by this reference is a copy of the Subpoena Duces Tecum.

Oral examination will continue from day to day until completed. You are invited to attend and cross-examine.

DATED this 23rd day of February, 2018.

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 Defendants
RUSSELL L. NYPE; REVENUE PLUS, LLC

1
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that I am an employee of JOHN W. MUIJE & ASSOCIATES, and that
4 on the 23RD day of February, 2018, I caused to be served a true and correct copy of the foregoing
5 **THIRD AMENDED NOTICE OF CUSTODIAN OF RECORDS DEPOSITION OF SAM**
6 **K. SPITZ, CPA, BELIEVED TO BE THE CUSTODIAN OF RECORDS OR OTHER**
7 **QUALIFIED PERSON AT SKE GROUP, LLC, in the following manner:**

- 8 by placing a copy of the same for mailing in the United States mail,
9 with first class postage prepaid addressed as follows; and/or
10 by electronically filing with the Clerk of the Court via the Odyssey
11 E-File and Serve System;
12 by placing a copy of the same for mailing in the United States mail,
13 with first-class postage prepaid marked certified return receipt
14 requested addressed as follows; and/or
15 pursuant to EDCR 7.26, by causing a copy to be sent via facsimile at
16 the number(s) listed below; and/or
17 by hand-delivering a copy to the party or parties as listed below:

16 Garry L. Hayes, Esq.
17 **HAYES & WELSH**
18 199 Arroyo Grande, #200
19 Henderson, Nevada 89074
20 E-Mail: ghayes@lvlaw.com
21 *Attorneys for Plaintiffs*

Micah S. Echols, Esq.
Liane K. Wakayama, Esq.
Adela V. Karoum, Esq.
MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Plaintiffs

22 *Fern M. Vitman*
23 An employee of JOHN W. MUIJE & ASSOCIATES

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

EXHIBIT "1"

SPITZ0123

60045-0123

Case No.: A-16

RA 009148

JOHN PEREZ, ESQUIRE
NJ ID Number 004121974
56 Park Place
Newark, New Jersey 07102
(973) 643-3370 Fax (732) 920-1085
Attorney Issuing Subpoena on Behalf
of Defendants Pursuant to R. 4:11-4(b)

LAS VEGAS LAND PARTNERS, LLC;	:	SUPERIOR COURT OF NEW JERSEY
LIVE WORK, LLC and ZOE PROPERTIES,	:	LAW DIVISION – MONMOUTH COUNTY
LLC,	:	
	:	PERTAINING TO MATTERS AT ISSUE IN
Plaintiffs,	:	THE DISTRICT COURT, CLARK
	:	COUNTY, NEVADA
	:	
vs.	:	NEVADA CASE NO. A-07-551073
	:	
RUSSELL L. NYPE; REVENUE PLUS,	:	For Issuance of a New Jersey Subpoena Under
LLC; DOES I through III, and ROE	:	New Jersey Rule 4:11-4(b)
CORPORATIONS I through III, inclusive,	:	
	:	
Defendants,	:	

SUBPOENA DUCES TECUM and AD TESTIFICANDUM

THE STATE OF NEW JERSEY, TO:

**Sam K. Spitz, CPA, believed to be The Custodian of Records,
at SKE Group, LLC
16 Village Court
Hazlet, NJ 07730**

YOU ARE HEREBY COMMANDED to appear at a deposition on **Thursday, February 8, 2018, at the hour of 10:00 a.m. at Jersey Shore Reporting, 517A Passaic Avenue, Spring Lake, NJ 07762**, and there to produce the documents noted in the attached **Second Amended Notice of Custodian of Records Deposition of Sam K. Spitz, CPA and Nevada Subpoena Duces Tecum and Ad Testificandum**, and to remain in attendance until excused by the attorney for Defendants, or by further Order of the Court.

Pursuant to New Jersey Rules of Court Rule 4:11-4(b)(3)(c), you have the right to move to modify or quash the subpoena or otherwise move under R. 4:10-3, R. 4:14-4, R. 4:23-1, or any other Rules Governing the Courts of the State of New Jersey that are applicable to discovery.

SPITZ0124

60045-0124
Case No.: A-16

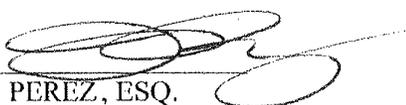
RA 009149

Pursuant to New Jersey Rules of Court Rule 4:14-7(c), the subpoenaed evidence shall not be produced or released until the date specified herein and, if notified that a motion to modify or quash the subpoena has been filed, you shall not produce or release the subpoenaed evidence until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear according to the command of this Subpoena may subject you to a penalty, damages in a civil suit, and punishment for contempt of Court.

DATED: January 22, 2017

Subpoena Issued Pursuant to New Jersey Court Rule 4:11-4(b)



JOHN PEREZ, ESQ.
Attorney Issuing Subpoena on Behalf
of Defendants Pursuant to R. 4:11-4(b)

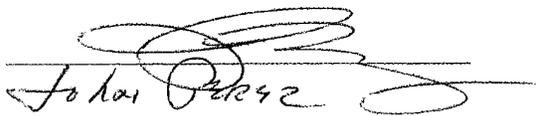
/s/ Michelle M. Smith, Esq.
MICHELLE M. SMITH, ESQ.

PROOF OF SERVICE

On January 22, 2018, at 9:40 A.m., I, the undersigned, being over the age of 18, served the attached Subpoena and Duces Tecum and Ad Testificandum by personal delivery to Sam K. Spitz, CPA, 16 Village Court, Hazlet, NJ 07730, and by tendering to such person the attendance and mileage fee of \$4.00 as allowed by law.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: January 22, 2018



John Perez

Address for Service:

16 Village Court
Hazlet, NJ 07730



SKE GROUP, LLC
Certified Public Accountants
and Business Consultants

Sam K. Spitz, ESQ., CPA
732.847.4623
sam@skecpa.com

16 Village Court
Hazlet, NJ 07730
Tel 732.761.1120
Fax 732.907.1827

112 West 34th Street
New York, NY 10120
Tel 212.223.3230
Fax 646.292.5172
www.skecpa.com

SPITZ0125

60045-0125
Case No.: A-16

RA 009150



1 ANTD
JOHN W. MUIJE & ASSOCIATES
2 JOHN W. MUIJE, ESQ.
Nevada Bar No. 2419
3 1840 E. Sahara Ave #106
Las Vegas, Nevada 89104
4 Telephone: (702) 386-7002
Fax No: (702) 386-9135
5 Email: jmuije@muijelawoffice.com
Attorneys for Defendants
6 **RUSSELL L. NYPE; REVENUE PLUS, LLC**

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 LAS VEGAS LAND PARTNERS, LLC; LIVE
10 WORK, LLC and ZOE PROPERTIES, LLC,

11 Plaintiffs,

12 vs.

13 RUSSELL L. NYPE; REVENUE PLUS, LLC;
DOES I through III, and ROE CORPORATIONS I
14 through III, inclusive,

15 Defendants.

CASE NO : A-07-551073

DEPT. NO: XXVIII

**SECOND
AMENDED NOTICE OF CUSTODIAN
OF RECORDS DEPOSITION OF
SAM K. SPITZ, CPA, Believed to Be
The Custodian of Records at SKE
Group, LLC**

DATE: FEB. 8, 2018

TIME: 10:00 A.M.

17
18 TO: GARRY L. HAYES, ESQ., of the LAW OFFICES OF HAYES & WELSH, Attorneys for
Plaintiffs

19 TO: MICAH S. ECHOLS, ESQ., of the LAW OFFICES OF MARQUIS AURBACH COFFING,
20 Attorneys for Plaintiffs

21 **PLEASE TAKE NOTICE** that on **Thursday, February 8, 2018, at the hour of 10:00 a.m.**,
22 Defendants, RUSSELL L. NYPE; REVENUE PLUS, LLC, by and through their attorney, JOHN W.
23 MUIJE, ESQ., of THE LAW OFFICES OF JOHN W. MUIJE & ASSOCIATES, will take the
24 deposition of the Custodian of Records Deposition of Sam K. Spitz, CPA, Believed to Be The
25 Custodian of Records or Other Qualified Person at SKE Group, LLC, upon oral examination pursuant
26 to Rule 26 and Rule 69 of the Nevada Rules of Civil Procedure, before a notary public, or before
27 some other officer authorized by law to administer oath.

28 ...

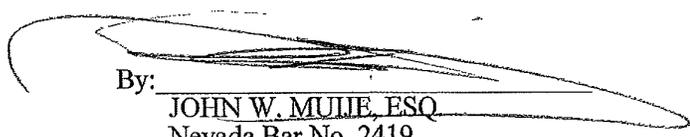
LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1 The deposition will be held at Jersey Shore Reporting, 517A Passaic Avenue, Spring Lake,
2 New Jersey 07762. Attached hereto as **Exhibit "1"** and incorporated herein by this reference is a
3 copy of the Subpoena Duces Tecum.

4 Oral examination will continue from day to day until completed. You are invited to attend
5 and cross-examine.

6 DATED this 19th day of January, 2018.

7 JOHN W. MUIJE & ASSOCIATES

8 

9 By: JOHN W. MUIJE, ESQ
10 Nevada Bar No. 2419
11 1840 E. Sahara Ave #106
12 Las Vegas, Nevada 89104
13 Telephone: (702) 386-7002
14 Fax No: (702) 386-9135
15 Email: jmuije@mujelawoffice.com
16 *Attorneys for Defendants*
17 *RUSSELL L. NYPE; REVENUE PLUS, LLC*

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I hereby certify that I am an employee of JOHN W. MUJJE & ASSOCIATES, and that on the ____ day of January, 2018, I caused to be served a true and correct copy of the foregoing **AMENDED NOTICE OF CUSTODIAN OF RECORDS DEPOSITION OF SAM K. SPITZ, CPA, BELIEVED TO BE THE CUSTODIAN OF RECORDS OR OTHER QUALIFIED PERSON AT SKE GROUP, LLC**, 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; 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
E-Mail: ghayes@lvlaw.com
Attorneys for Plaintiffs

Micah S. Echols, Esq.
Liane K. Wakayama, Esq.
Adela V. Karoum, Esq.
MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Plaintiffs

An employee of JOHN W. MUJJE & ASSOCIATES

R:\J Files\Nype,J3792H\Subpoena--NJ\2018--01-19 2D Amended Notice of COR Depo of Sam K. Spitz, CPA.wpd

LAW OFFICES
JOHN W. MUJJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1 **SDT**
2 JOHN W. MUIJE, ESQ.
3 **JOHN W. MUIJE & ASSOCIATES**
4 Nevada Bar No. 2419
5 1840 E. Sahara Ave #106
6 Las Vegas, Nevada 89104
7 Phone No: (702) 386-7002
8 Fax No: (702) 386-9135
9 Email: jmuije@muijelawoffice.com
10 *Attorneys for Defendants*

DISTRICT COURT
CLARK COUNTY, NEVADA

11 LAS VEGAS LAND PARTNERS, LLC; LIVE
12 WORK, LLC and ZOE PROPERTIES, LLC,

Case No. : A-07-551073

13 Plaintiffs,

Dept. No.: XXVIII

14 vs.

15 RUSSELL L. NYPE; REVENUE PLUS, LLC;
16 DOES I through III, and ROE CORPORATIONS I
17 through III, inclusive,

SUBPOENA DUCES TECUM
AND
AD TESTIFICANDUM

18 Defendants.

Date: Feb 8, 2018

Time: 10:00 A.M.

19 THE STATE OF NEVADA SENDS GREETINGS TO:

20
21 **Sam K. Spitz, CPA, believed to be The Custodian of Records,**
22 **at SKE Group LLC,**
23 **16 Village Court**
24 **Hazlet, NJ 07730**

25 **YOU ARE HEREBY COMMANDED**, that all and singular business and excuses set aside, you
26 are required to appear on **Thursday, February 8, 2018, at the hour of 10:00 am**, at **Jersey Shore**
27 **Reporting, 517A Passaic Avenue, Spring Lake, New Jersey 07762.** Your attendance is required to
28

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1 produce and permit inspection and copying of designated books, documents or tangible things in
2 your possession, custody or control. You are required to produce at the time of your appearance
3 any and all items as designated below. If you fail to attend, you may be deemed guilty of
4 contempt of Court and liable to pay all losses and damages caused by your failure to appear.
5

6 Please see Exhibit "1" attached hereto for information regarding the rights of the person
7 subject to this Subpoena.

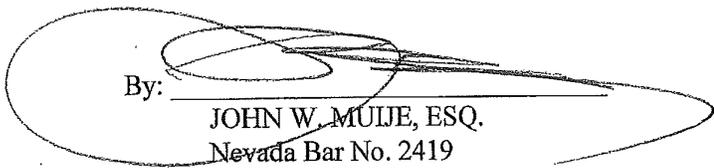
8 **YOU ARE FURTHER COMMANDED** to bring with you at the above-stated time and
9 place, any and all records pertaining to _____

10 **SEE EXHIBIT "2" ATTACHED HERETO**
11 _____
12 _____

13 And for failure to do so, you will be deemed guilty of contempt of court and liable to pay
14 all losses and damages sustained hereby to parties aggrieved and forfeit One Hundred Dollars
15 (\$100.00 in addition thereto.

16 DATED this 19th day of January, 2018.

17 JOHN W. MUIJE & ASSOCIATES

18
19
20
21 By: 
22 JOHN W. MUIJE, ESQ.
23 Nevada Bar No. 2419
24 1840 East Sahara Avenue, Suite 106
25 Las Vegas, Nevada 89104
26 Telephone: 702-386-7002
27 Facsimile: 702-386-9135
28 Email: jmuije@muijelawoffice.com
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "1"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45 (c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(2)(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

////

////



LAW OFFICES
JOHN W. MUJIC & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(3)(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, of commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

NRCP 45(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

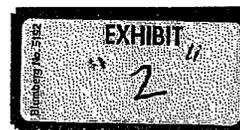
R:\J Files\Nype,J3792HNPleadings\2018--01-11 - SDT SKE Group, LLC.wpd

I.

ITEMS TO BE PRODUCED

General scope of documents:

1. All Documents (including without limitation accounting records and supporting documents) that were used in the preparation of the FY2007 to FY2016 tax returns of LVLV HOLDINGS LLC.
2. All Documents concerning professional services provided for the benefit of LVLV HOLDINGS LLC (including without limitation accounting records and supporting documents that were used to provide consulting, accounting, bookkeeping, or any other services during the Relevant Time Period).
3. All Documents constituting or concerning billing records from the preparation of the 2007 to 2016 tax returns of LVLV HOLDINGS LLC.
4. All Documents constituting or concerning billing records for professional services provided during the Relevant Time Period to or for the benefit of LVLV HOLDINGS LLC (including without limitation those for consulting, accounting, bookkeeping, or any other professional service).
5. All Documents constituting or concerning email messages sent or received in the course of preparing the 2007 to 2016 tax returns of LVLV HOLDINGS LLC.
6. All Documents constituting or concerning email messages sent or received in the course of providing professional services (including without limitation consulting, accounting, bookkeeping, or any other professional service) for the benefit of LVLV HOLDINGS LLC during the Relevant Time Period.



7. Documents reflecting or concerning RTC rents associated with Wink One, LLC (including without limitation those that are included in the G/L and tax returns of LVLP HOLDINGS LLC).
8. Documents reflecting or concerning the list of disregarded entities included in the tax returns of LVLP HOLDINGS LLC, by year, during the Relevant Time Period.
9. Documents reflecting or concerning rents from the Book Store, including without limitation those that are included in the G/L and tax returns of LVLP HOLDINGS LLC during the Relevant Time Period.
10. Documents reflecting or concerning rents from the Motel, including without limitation those that are included in the GIL and tax returns of LVLP HOLDINGS LLC during the Relevant Time Period.
11. Documents reflecting or concerning rents and/or the source of rents received from Aquarius during the Relevant Time Period, including without limitation those that appear in the G/L through 2012.
12. Documents reflecting or concerning the location of where the Aquarius rents appear or are grouped in the tax returns of LVLP HOLDINGS LLC.
13. Documents concerning why the Note Receivable (of approximately \$1.7mm) shown as due from "Aquarius" in 2010 was removed by journal entry in 2011.
14. Documents concerning the recording or journal entries concerning the 2015 FINAL K-1 of FC/LW Vegas, LLC, including without limitation any such entries concerning how and why assets with an original cost basis of \$28M were sold for \$8.5m.
15. Documents concerning the recording or journal entries concerning the 2015 K-1 of QH, including without limitation the K-1 that was marked as FINAL.

16. Documents concerning the recording or journal entries concerning the disposition of the 40% interest of Stella Property, LLC.
17. Documents concerning the recording or journal entries concerning the 2015 K-1 of PQ, including without limitation that which was marked as FINAL.
18. Documents concerning the recording or journal entries concerning the disposition of the 10% interest of Livework, LLC.
19. Documents concerning the recording or journal entries concerning the PQ ground lease, including without limitation entries concerning why it last appears on the 2012 tax return as passive activity, and concerning why it no longer appears on latter year tax returns.
20. Documents constituting or concerning accountings for PQ or QH activity included in the tax returns of LVLP HOLDINGS LLC.
21. Documents constituting or concerning details and supporting work papers concerning the sale of Coolidge, held in Leah, LLC in 2014 for \$1,000,000.
22. Documents concerning the recording or journal entries concerning the details and supporting work papers concerning the value of Coolidge, sold by Leah, LLC in 2014 for \$1,000,000.
23. Documents concerning the details and supporting work papers concerning the calculation of basis included in the sale of Coolidge (resulting in a loss).
24. Documents concerning the details and supporting work papers concerning 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 disregarding entities.
25. Documents concerning the details and supporting work papers of the 2013 GIL expenses noted as "RMI expenses".

26. Documents concerning the accounting documentation supporting reimbursement of RMI expenses.
27. Documents concerning details and supporting work papers concerning the accounting for the \$21m note payable recorded on the GIL and Tax Returns of LVLP.
28. Documents reflecting or concerning all Working Trial Balances and/or General Ledgers that were used to prepare the tax returns of LVLP HOLDINGS LLC.
29. Documents concerning Tax Adjustments made by the CPA in preparing the tax returns of LVLP Holdings LLC.
30. Documents concerning explanations by the CPA for Tax Adjustments made in preparing the tax returns of LVLP Holdings LLC.
31. Documents concerning documentation or support concerning modifications of or to client-prepared general ledgers or spread sheets in the preparation of the tax returns of LVLP HOLDINGS LLC.
32. Documents concerning or constituting supporting work papers and/or documents provided by LVLP HOLDINGS LLC during the Relevant Time Period, including but not limited to:

Schedules of checks paid and cash receipts

Bank statements

Cancelled checks

Deposit receipts

Working trial balances

General ledgers

Electronic work sheets

Loan documents, including year-end statements

Amortization schedules

Purchase documents

Agreements and contracts

Details and descriptions of assets included on the tax returns of LVLP Holdings LLC

Closing statements of property purchased or sold

Appraisals of properties sold, held, or purchased

Details of Notes receivables included on the tax returns and how they were repaid,
including copies of the related notes.

Depreciation schedules on properties included on the tax returns.

Detailed cost Basis schedules for all land parcels.

Support for the calculation of loan amortizations for all loans.

Support for loan balances, including related party loans and supporting loan agreements.

Support for all journal entries.

Support for Capital Accounts and reconciliations for each LLC member.

Workpapers and documents supporting all property sales including the calculation of
gain or loss for each property sold.

Details and supporting documents for each disregarded entity, including supporting
entries made to include it on the LVLP Holdings, LLC tax return.

All K-1s, or accountings from affiliated entities used to prepare the tax returns.

All Wink One, LLC, PQ, and HQ, K-1s or accountings used to prepare the tax returns.

33. Documents concerning or constituting any and all agreements, contracts and amendments
to contracts related to Forrest City.

34. Federal income tax returns of LVLP HOLDINGS LLC.

II

DEFINITIONS AND INSTRUCTIONS

The requests for documents contained herein (the "Requests") seek production of documents in your possession, custody, or control if: (1) the document is within your physical control; or (2) it is within the physical control of any other person and you:

- (a) Own the document in whole or in part;
- (b) Have a right by contract, statute or otherwise to use, inspect, examine or copy the document as a matter of fact; or
- (c) Have been or are able to use, inspect, examine or copy the document as a matter of fact.

Each request seeks production of responsive documents in their entirety, without abbreviation, deletion, or redaction.

For purposes of interpreting or construing the scope of the Requests, you are requested to give words their most expansive and inclusive meanings. You should, therefore:

- (a) Construe the words "and" as well as "or" in the disjunctive or conjunctive, as necessary to make the request more inclusive;
- (b) Construe the term "including" to mean "including, but not limited to";
- (c) Construe the singular form of a word to include the plural and the plural form to include the singular; and
- (d) Construe a masculine noun or adjective to include the feminine and vice versa.

"Document" means all original and non-identical copies, whether by reason of marginal or other notes or alterations, and all preliminary or subsequent drafts of the following items, whether printed or recorded or reproduced by any other mechanical or electronic process, or written or produced by hand: agreements, communications, including intercompany and intracompany, communications; reports; correspondence; telegraphs or telegrams; cables, e-mails, telexes;

memoranda; records; books; calendars; summaries; notes or records of meetings or conferences; memoranda of telephone calls or negotiations; opinions or reports of consultants; appraisals; reports or summaries of negotiations; market studies; corporate minutes or resolutions; photographs; motion picture film; video or audio tape; brochures; CDs/DVDs; memory sticks; pamphlets; bulletins; advertisements; circulars; advertising literature; press releases; drafts; letters; projections; working papers; checks (front and back); check stubs; receipts; any information contained in any computer or information storage and/or retrieval devices or media; any marginalia or comments appearing on any paper or writing; and other matter constituting a "document" or "tangible thing".

Unless otherwise indicated, if a Request seeks a document concerning a person (whether natural or nonnatural), the Request includes predecessors-in-interest and for (nonnatural persons) all officers, directors, current and former employees, agents, representatives, attorneys, and all other persons acting or purporting to act on behalf of that person, party, or business organization, as well as parents, subsidiaries and divisions of such persons.

"Relevant Time Period" shall mean the period from January 1, 2007 to the present.

"Concerning" means containing, constituting, considering, comprising, discussing, regarding, relating to, describing, reflecting, studying, commenting or reporting on, mentioning, analyzing, or referring, alluding, or pertaining to, in whole or in part.

"Person" includes natural persons, corporations, partnerships, limited partnerships, unincorporated associations, trusts, governmental entities, and all other entities.

"Communication" means any oral or written utterance, notation or statement of any nature whatsoever, including: correspondence; personal conversations; telephone calls; text messages; e-mails; dialogues; discussions; interviews; consultations; telegrams; telexes; cables; memoranda; agreements; and oral, written or other understandings.

"Plaintiff" or "LVLP" means Plaintiffs Las Vegas Land Partners LLC, LiveWork LLC and Zoe Properties LLC, individually and collectively.

"LVLP HOLDINGS LLC" means the partnership for which you have regularly prepared Form 1065 Federal income Tax returns during the relevant time period, under Employer Identification No. 20-1837543. In this regard, kindly refer to the attached Exhibit A, an email from yourself to David Mitchell regarding "Disregarded Entities".

"Defendant" mean(s) Russell L. Nype and Revenue Plus LLC.

"G/L" means General Ledger, generally and as that term is used by Accounting professionals.

"You." means Sam K. Spitz, CPA and the Custodian of Records or Other Qualified Person at SKE Group LLC, 16 Village Court, Hazlet, NJ 07730.

III.

WITHHELD DOCUMENTS

If any document requested herein is withheld on the basis of any claim of privilege, exemption, or otherwise, you are requested to state the following in your response to this Request:

- (a) The identity of the person or persons who prepared or authored the document and, if applicable, the person or persons to whom the document was sent or shown;
- (b) The date stated on the document, if any;
- (c) The general subject matter of the document;
- (d) The nature of the document (e.g., letter, telegram, etc.);
- (e) The number of pages, attachments, and appendices comprising the document;
- (f) The identity of each person who had access to, custody of, and who received a copy of the document;

- (g) The identify of the present custodian of the document;
- (h) The reason why the document was not produced; and
- (i) The paragraphs of this Request to which the document relates.

If any document is withheld from production because it is stored electronically, identify the subject matter of the document and the place or places where such document is maintained and provide a suitable program or method of retrieving the document.

IV.

DESTRUCTION OF DOCUMENTS

Do not destroy any documents which are sought in this Document Request. If any document requested herein has been lost, discarded, or destroyed ("Destroyed Documents"), describe each Destroyed Document in your response in the manner set forth in Section III above and by so stating for each Destroyed Document: (a) the date of its disposal or destruction; (b) the manner of its disposal or destruction; (c) the persons having knowledge of its disposal or destruction; (d) the persons authorizing its disposal or destruction; and (e) the persons disposing of or destroying it.

V.

ELECTRONICALLY STORED INFORMATION

If any information is withheld because such information is stored electronically or by means other than printed matter, please submit a written statement, no later than the date of the commencement of the document production, identifying the subject matter of the information and the place or places where such information is maintained and providing a suitable program of retrieving such information.

Friday, January 20, 2017 at 11:58:08 AM Pacific Standard Time

Subject: Fwd: Disregarded entities
Date: Friday, December 16, 2016 at 9:47:00 AM Pacific Standard Time
From: David Mitchell
To: Garry Hayes
Attachments: Image001.jpg, ATTO0001.htm, DISREGARDED ENTITIES.pdf, ATTO0002.htm

.....
DAVID MITCHELL
.....
Mitchell Holdings LLC
801 Madison Avenue
New York NY 10065
USA
1212-486-4444
djm@mitchellholdings.com

Begin forwarded message:

From: Sam Spitz <sam@skecpa.com>
Date: December 16, 2016 at 12:45:50 PM EST
To: "David Mitchell (djm@mitchellholdings.com)" <djm@mitchellholdings.com>
Subject: Disregarded entities

Attached is a schedule we previously provided to you which lists all of the entities that are disregarded for tax purposes. All transactions were reported on LVLV tax return

Sam K. Spitz, Esq., CPA
sam@skecpa.com



Page 1 of 1

SPITZ0142
60045-0142
Case No.: A-16
RA 009167

LVP HOLDINGS

<u>LLC</u>	<u>Property</u>	<u>Date Acquired</u>
GAVIAYANA COMPANY LLC	JUDGES	2004
EXCHANGE FOR CASA MITCHELL LLC	LAKES	2004
CASA MITCHELL LLC	WHEELER	2005
LAS VEGAS BONNEVILLE PARTNERS LLC	PRUDENTIAL	2004
AVA PROPERTY LLC	DOCTORS	2004
STELLA PROPERTY LLC	KREIGER	2005
ZOE PROPERTY LLC	777 PROPERTY	2005
ZOE PROPERTY LLC	QUEEN OF HEARTS	2006
AARON PROPERTY LLC	GRAGSON	2005
MARC PROPERTY LLC	GREGORY II	2005
LEAH LLC	COOLIDGE	2005 PARTIAL SALE 2007
ADRIAN PROPERTY LLC	MASON	2005
AQUARIUS OWNER LLC	EAST CHARLESTON	2006 SOLD 2007
LAS VEGAS LAND PARTNERS	BLAYLOCK	2006
MEYER PROPERTY LLC	DEVLIN	2006
??	BOOKSTORE	2006
LIVEWORK LLC	SPILATRO	2005
LIVEWORK LLC	DESERT MANOR	2005
LIVEWORK LLC	BIGELOW "DAISY"	2005
LIVEWORK LLC	BIGELOW	2005
LIVEWORK LLC	SUNSTATE	2005
LIVEWORK LLC	APACHE	2005
LIVEWORK LLC	TOWERS	2005
LIVEWORK LLC	GLENNEN	2005
LIVEWORK LLC	COLEMAN	2005
LIVEWORK LLC	BEESELY	2006
LIVEWORK LLC	TRIOPLY	2006
LIVEWORK LLC	LOGAN	2006
LIVEWORK LLC	CROMER	2007

SPITZ0143

60045-0143
Case No.: A-16

RA 009168

LVLV HOLDINGS

<u>LLC</u>	<u>Property</u>	<u>Date Acquired</u>
GAVIAYANA COMPANY LLC	JUDGES	2004
EXCHANGE FOR CASA MITCHELL LLC	LAKES	2004
CASA MITCHELL LLC	WHEELER	2005
LAS VEGAS BONNEVILLE PARTNERS LLC	PRUDENTIAL	2004
AVA PROPERTY LLC	DOCTORS	2004
STELLA PROPERTY LLC	KREIGER	2005
ZOE PROPERTY LLC	777 PROPERTY	2005
ZOE PROPERTY LLC	QUEEN OF HEARTS	2006
AARON PROPERTY LLC	GRAGSON	2005
MARC PROPERTY LLC	GREGORY II	2005
LEAH LLC	COOLIDGE	2005 PARTIAL SALE 2007
ADRIAN PROPERTY LLC	MASON	2005
AQUARIUS OWNER LLC	EAST CHARLESTON	2006 SOLD 2007
LAS VEGAS LAND PARTNERS	BLAYLOCK	2006
MEYER PROPERTY LLC	DEVLIN	2006
??	BOOKSTORE	2006
LIVEWORK LLC	SPILATRO	2005
LIVEWORK LLC	DESERT MANOR	2005
LIVEWORK LLC	BIGELOW "DAISY"	2005
LIVEWORK LLC	BIGELOW	2005
LIVEWORK LLC	SUNSTATE	2005
LIVEWORK LLC	APACHE	2005
LIVEWORK LLC	TOWERS	2005
LIVEWORK LLC	GLENNEN	2005
LIVEWORK LLC	COLEMAN	2005
LIVEWORK LLC	BEESELY	2006
LIVEWORK LLC	TRIOPOLY	2006
LIVEWORK LLC	LOGAN	2006
LIVEWORK LLC	CROMER	2007

CONFIDENTIAL INFORMATION



SPITZ
EX 2

SPZ000860

SPITZ0144

60045-0144
Case No.: A-16

RA 009169

SPITZ0145

60045-0145

Case No.: A-16

RA 009170



Record Retention Guide

Storing tax records: How long is long enough?

Federal law requires you to maintain copies of your tax returns and supporting documents for three years. This is called the "three-year law" and leads many people to believe they're safe provided they retain their documents for this period of time.

However, if the IRS believes you have significantly underreported your income (by 25 percent or more), or believes there may be indication of fraud, it may go back six years in an audit. To be safe, use the following guidelines.

Business Records To Keep...

- 1 Year
- 2 Years
- 6 Years
- Forever

Personal Records To Keep...

- 1 Year
- 3 Years
- 6 Years
- Forever

Special Circumstances

Create a Backup Set of Records and Store Them Electronically. Keeping a backup set of records -- including, for example, bank statements, tax returns, insurance policies, etc. -- is easier than ever now that many financial institutions provide statements and documents electronically, and much financial information is available on the Internet.

Even if the original records are provided only on paper, they can be scanned and converted to a digital format. Once the documents are in electronic form, taxpayers can download them to a backup storage device, such as an external hard drive, or burn them onto a CD or DVD (don't forget to label it).

You might also consider online backup, which is the only way to ensure that data is fully protected. With online backup, files are stored in another region of the country, so that if a hurricane or other natural disaster occurs, documents remain safe.



Caution: Identity theft is a serious threat in today's world, and it is important to take every precaution to avoid it. After it is no longer necessary to retain your tax records, financial statements, or any other documents with your personal information, you should dispose of these records by shredding them and not disposing of them by merely throwing them away in the trash.

Business Documents To Keep For One Year

- Correspondence with Customers and Vendors
- Duplicate Deposit Slips
- Purchase Orders (other than Purchasing Department copy)
- Receiving Sheets
- Requisitions
- Stenographer's Notebooks
- Stockroom Withdrawal Forms

Business Documents To Keep For Three Years

- Employee Personnel Records (after termination)
- Employment Applications
- Expired Insurance Policies
- General Correspondence
- Internal Audit Reports
- Internal Reports
- Petty Cash Vouchers
- Physical Inventory Tags
- Savings Bond Registration Records of Employees
- Time Cards For Hourly Employees

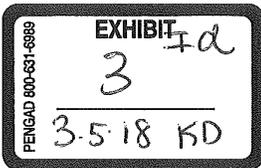
Business Documents To Keep For Six Years

- Accident Reports, Claims
- Accounts Payable Ledgers and Schedules
- Accounts Receivable Ledgers and Schedules
- Bank Statements and Reconciliations
- Cancelled Checks
- Cancelled Stock and Bond Certificates
- Employment Tax Records
- Expense Analysis and Expense Distribution Schedules
- Expired Contracts, Leases
- Expired Option Records
- Inventories of Products, Materials, Supplies
- Invoices to Customers
- Notes Receivable Ledgers, Schedules
- Payroll Records and Summaries, including payment to pensioners
- Plant Cost Ledgers
- Purchasing Department Copies of Purchase Orders
- Sales Records
- Subsidiary Ledgers
- Time Books
- Travel and Entertainment Records
- Vouchers for Payments to Vendors, Employees, etc.
- Voucher Register, Schedules

Business Records To Keep Forever

While federal guidelines do not require you to keep tax records "forever," in many cases there will be other reasons you'll want to retain these documents indefinitely.

- Audit Reports from CPAs/Accountants
- Cancelled Checks for Important Payments (especially tax payments)
- Cash Books, Checks of Accounts
- Contracts, Leases Currently in Effect
- Corporate Documents (incorporation, charter, by-laws, etc.)
- Documents substantiating fixed asset additions
- Deeds
- Depreciation Schedules



SPITZ
EKJ

3/5/2018, 8:36 AM

SPITZ0147

60045-0147

Case No.: A-16

RA 009172

- Financial Statements (Year End)
- General and Private Ledgers, Year End Trial Balances
- Insurance Records, Current Accident Reports, Claims, Policies
- Investment Trade Confirmations
 - IRS Revenue Agents' Reports
- Journals
- Legal Records, Correspondence and Other Important Matters
- Minute Books of Directors and Stockholders
- Mortgages, Bills of Sale
- Property Appraisals by Outside Appraisers
- Property Records
- Retirement and Pension Records
- Tax Returns and Worksheets
- Trademark and Patent Registrations

Personal Documents To Keep For One Year

- Bank Statements
- Paycheck Stubs (reconcile with W-2)
- Canceled checks
- Monthly and quarterly mutual fund and retirement contribution statements (reconcile with year end statement)

Personal Documents To Keep For Three Years

- Credit Card Statements
- Medical Bills (in case of insurance disputes)
- Utility Records
- Expired Insurance Policies

Personal Documents To Keep For Six Years

- Supporting Documents For Tax Returns
- Accident Reports and Claims
- Medical Bills (if tax-related)
- Property Records / Improvement Receipts
- Sales Receipts
- Wage Garnishments
- Other Tax-Related Bills

Personal Records To Keep Forever

- CPA Audit Reports
- Legal Records
- Important Correspondence
- Income Tax Returns
- Income Tax Payment Checks
- Investment Trade Confirmations
- Retirement and Pension Records

Special Circumstances

- Car Records (keep until the car is sold)
- Credit Card Receipts (keep with your credit card statement)
- Insurance Policies (keep for the life of the policy)
- Mortgages / Deeds / Leases (keep 6 years beyond the agreement)
- Pay Stubs (keep until reconciled with your W-2)
- Property Records / improvement receipts (keep until property sold)
- Sales Receipts (keep for life of the warranty)
- Stock and Bond Records (keep for 6 years beyond selling)
- Warranties and Instructions (keep for the life of the product)
- Other Bills (keep until payment is verified on the next bill)
- Depreciation Schedules and Other Capital Asset Records (keep for 3 years after the tax life of the asset)

SKE Group, LLC
info@skecpa.com
16 Village Court
Hazlet, NJ 07730
Phone (732) 761-1120
Fax (732) 907-1827

[Login](#) [Search](#) [Sitemap](#) [Privacy Policy](#) [Disclaimer](#)

SPITZ0149

60045-0149

Case No.: A-16

RA 009174

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 11/3/2007
Invoice #: 1172

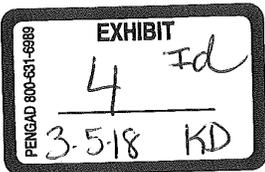
PAID
01/25/2008

MR. DAVID MITCHELL
LLVLP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

FOR PROFESSIONAL SERVICES RENDERED:

TAX SERVICES RENDERED FOR THE PERIOD APRIL 1, 2007 THROUGH OCTOBER 31, 2007	9,750.00
<u>INCLUDING PREPARATION OF PARTNERSHIP INCOME TAX RETURNS FOR THE YEAR ENDED</u>	
<u>DECEMBER 31, 2006</u>	



Total	\$9,750.00
-------	------------

CONFIDENTIAL INFORMATION. Thank you for your prompt payment.

SPZ000843

The greatest compliment a professional can receive is a referral.

SPITZ
EX. 4

SPITZ0150

60045-0150

Case No.: A-16

RA 009175

SPITZ0151

60045-0151

Case No.: A-16

RA 009176

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730

732.761.1120

INVOICE

Date: 10/27/2009

Invoice #: 2917

PAID
01/10/2012

MR. DAVID MITCHELL
LLVP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

FOR PROFESSIONAL SERVICES RENDERED:

TAX SERVICES RENDERED FOR 2008 INCLUDING PREPARATION OF PARTNERSHIP INCOME TAX 6,750.00
RETURNS FOR THE YEAR ENDED DECEMBER 31, 2008

Total	\$6,750.00
-------	------------

CONFIDENTIAL INFORMATION. Thank you for your prompt payment.

SPZ000844

The greatest compliment a professional can receive is a referral.

SPITZ0152

60045-0152

Case No.: A-16

RA 009177

SPITZ0153

60045-0153

Case No.: A-16

RA 009178

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 2/5/2016

Invoice #: 9419

PAID
10/13/2016

MR. DAVID MITCHELL
LLVLP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

PREPARATION OF BOOKS AND RECORDS THROUGH GENERAL LEDGER 2011-2014

3,850.00

Total	\$3,850.00
-------	------------

CONFIDENTIAL INFORMATION *Thank you for your prompt payment.*

SPZ000848

The greatest compliment a professional can receive is a referral.

SPITZ0154

60045-0154

Case No.: A-16

RA 009179

SPITZ0155

60045-0155

Case No.: A-16

RA 009180

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 10/26/2010

Invoice #: 4744

PAID
01/04/2013

MR. DAVID MITCHELL
LLVP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

FOR PROFESSIONAL SERVICES RENDERED:

TAX SERVICES RENDERED FOR 2009 INCLUDING PREPARATION OF PARTNERSHIP INCOME TAX RETURNS FOR THE YEAR ENDED DECEMBER 31, 2009 6,800.00

Total	\$6,800.00
-------	------------

CONFIDENTIAL INFORMATION *Thank you for your prompt payment.*

SPZ000845

The greatest compliment a professional can receive is a referral.

SPITZ0156

60045-0156

Case No.: A-16

RA 009181

SPITZ0157

60045-0157

Case No.: A-16

RA 009182

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 10/15/2011

Invoice #: 4893

PAID
04/04/2013

MR. DAVID MITCHELL
LLVLP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

FOR PROFESSIONAL SERVICES RENDERED:

TAX SERVICES RENDERED FOR 2010 INCLUDING PREPARATION OF PARTNERSHIP INCOME TAX RETURNS 3,500.00

Total	\$3,500.00
-------	------------

CONFIDENTIAL INFORMATION you for your prompt payment.

SPZ000846

The greatest compliment a professional can receive is a referral.

SPITZ0158

60045-0158

Case No.: A-16

RA 009183

SPITZ0159

60045-0159

Case No.: A-16

RA 009184

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 10/8/2012

Invoice #: 5869

PAID
04/04/2013

MR. DAVID MITCHELL
LLVLP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

FOR PROFESSIONAL SERVICES RENDERED:

PREPARATION OF PARTNERSHIP INCOME TAX RETURNS FOR 2011 7,500.00

Total	\$7,500.00
-------	------------

CONFIDENTIAL INFORMATION *Thank you for your prompt payment.*

SPZ000847

The greatest compliment a professional can receive is a referral.

SPITZ0160

60045-0160

Case No.: A-16

RA 009185

SPITZ0161

60045-0161

Case No.: A-16

RA 009186

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 2/5/2016

Invoice #: 9419

PAID
10/13/2016

MR. DAVID MITCHELL
LLVLP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

PREPARATION OF BOOKS AND RECORDS THROUGH GENERAL LEDGER 2011-2014 3,850.00

Total	\$3,850.00
-------	------------

CONFIDENTIAL INFORMATION you for your prompt payment.

SPZ000848

The greatest compliment a professional can receive is a referral.

SPITZ0162

60045-0162

Case No.: A-16

RA 009187

SPITZ0163

60045-0163

Case No.: A-16

RA 009188

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 8/30/2013

Invoice #: 6722

PAID
09/16/2013

MR. DAVID MITCHELL
LLVLP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

PREPARATION OF PARTNERSHIP INCOME TAX RETURNS FOR 2012 4,750.00

Total	\$4,750.00
-------	------------

CONFIDENTIAL INFORMATION. Thank you for your prompt payment.

SPZ000849

The greatest compliment a professional can receive is a referral.

SPITZ0164

60045-0164

Case No.: A-16

RA 009189

SPITZ0165

60045-0165

Case No.: A-16

RA 009190

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 9/10/2014

Invoice #: 7933

PAID
10/20/2014

MR. DAVID MITCHELL
LLVP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

PREPARATION OF PARTNERSHIP INCOME TAX RETURNS for 2013 4,925.00

Total	\$4,925.00
-------	------------

CONFIDENTIAL INFORMATION *Thank you for your prompt payment.*

SPZ000850

The greatest compliment a professional can receive is a referral.

SPITZ0166

60045-0166

Case No.: A-16

RA 009191

SPITZ0167

60045-0167

Case No.: A-16

RA 009192

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 9/4/2015

Invoice #: 9060

PAID
10/13/2016

MR. DAVID MITCHELL
LLVLP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

PREPARATION OF PARTNERSHIP INCOME TAX RETURNS 2014 6,375.00

Total	\$6,375.00
-------	------------

CONFIDENTIAL INFORMATION *Thank you for your prompt payment.*

SPZ000851

The greatest compliment a professional can receive is a referral.

SPITZ0168

60045-0168

Case No.: A-16

RA 009193

SPITZ0169

60045-0169

Case No.: A-16

RA 009194

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 10/11/2016

Invoice #: 10200

PAID
10/19/2017

MR. DAVID MITCHELL
LLVLP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

PREPARATION OF PARTNERSHIP INCOME TAX RETURNS for 2015 4,525.00

Total	\$4,525.00
-------	------------

CONFIDENTIAL INFORMATION *Thank you for your prompt payment.*

SPZ000852

The greatest compliment a professional can receive is a referral.

SPITZ0170

60045-0170

Case No.: A-16

RA 009195

SPITZ0171

60045-0171

Case No.: A-16

RA 009196

SKE GROUP, LLC

16 Village Court
Hazlet, NJ 07730
732.761.1120

INVOICE

Date: 8/24/2017

Invoice #: 11056

PAID
10/19/2017

MR. DAVID MITCHELL
LLVLP HOLDINGS, LLC
745 FIFTH AVENUE
NEW YORK, N.Y. 10065

FOR PROFESSIONAL SERVICES RENDERED:

PREPARATION OF PARTNERSHIP INCOME TAX RETURNS for 2016 2,450.00

Total	\$2,450.00
-------	------------

CONFIDENTIAL INFORMATION *Thank you for your prompt payment.*

SPZ000853

The greatest compliment a professional can receive is a referral.

SPITZ0172

60045-0172

Case No.: A-16

RA 009197

SPITZ0173

60045-0173

Case No.: A-16

RA 009198

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "1"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45 (c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(2)(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

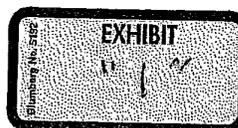
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

////

////



LAW OFFICES
JOHN W. MUJIC & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(3)(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, of commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

NRCP 45(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

R:\J Files\Nype,J3792HNPleadings\2018--01-11 - SDT SKE Group, LLC.wpd



Record Retention Guide

Storing tax records: How long is long enough?

Federal law requires you to maintain copies of your tax returns and supporting documents for three years. This is called the "three-year law" and leads many people to believe they're safe provided they retain their documents for this period of time.

However, if the IRS believes you have significantly underreported your income (by 25 percent or more), or believes there may be indication of fraud, it may go back six years in an audit. To be safe, use the following guidelines.

Business Records To Keep...

1 Year
2 Years
6 Years
Forever

Personal Records To Keep...

1 Year
3 Years
6 Years
Forever

Special Circumstances

Create a Backup Set of Records and Store Them Electronically. Keeping a backup set of records -- including, for example, bank statements, tax returns, insurance policies, etc. -- is easier than ever now that many financial institutions provide statements and documents electronically, and much financial information is available on the Internet.

Even if the original records are provided only on paper, they can be scanned and converted to a digital format. Once the documents are in electronic form, taxpayers can download them to a backup storage device, such as an external hard drive, or burn them onto a CD or DVD (don't forget to label it).

You might also consider online backup, which is the only way to ensure that data is fully protected. With online backup, files are stored in another region of the country, so that if a hurricane or other natural disaster occurs, documents remain safe.



Caution: Identity theft is a serious threat in today's world, and it is important to take every precaution to avoid it. After it is no longer necessary to retain your tax records, financial statements, or any other documents with your personal information, you should dispose of these records by shredding them and not disposing of them by merely throwing them away in the trash.

Business Documents To Keep For One Year

- Correspondence with Customers and Vendors
- Duplicate Deposit Slips
- Purchase Orders (other than Purchasing Department copy)
- Receiving Sheets
- Requisitions
- Stenographer's Notebooks
- Stockroom Withdrawal Forms

Business Documents To Keep For Three Years

- Employee Personnel Records (after termination)
- Employment Applications
- Expired Insurance Policies
- General Correspondence
- Internal Audit Reports
- Internal Reports
- Petty Cash Vouchers
- Physical Inventory Tags
- Savings Bond Registration Records of Employees
- Time Cards For Hourly Employees

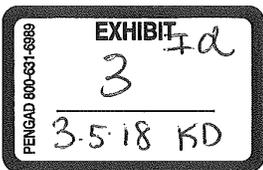
Business Documents To Keep For Six Years

- Accident Reports, Claims
- Accounts Payable Ledgers and Schedules
- Accounts Receivable Ledgers and Schedules
- Bank Statements and Reconciliations
- Cancelled Checks
- Cancelled Stock and Bond Certificates
- Employment Tax Records
- Expense Analysis and Expense Distribution Schedules
- Expired Contracts, Leases
- Expired Option Records
- Inventories of Products, Materials, Supplies
- Invoices to Customers
- Notes Receivable Ledgers, Schedules
- Payroll Records and Summaries, including payment to pensioners
- Plant Cost Ledgers
- Purchasing Department Copies of Purchase Orders
- Sales Records
- Subsidiary Ledgers
- Time Books
- Travel and Entertainment Records
- Vouchers for Payments to Vendors, Employees, etc.
- Voucher Register, Schedules

Business Records To Keep Forever

While Federal guidelines do not require you to keep tax records "forever," in many cases there will be other reasons you'll want to retain these documents indefinitely.

- Audit Reports from CPAs/Accountants
- Cancelled Checks for Important Payments (especially tax payments)
- Cash Books, Checks of Accounts
- Contracts, Leases Currently in Effect
- Corporate Documents (incorporation, charter, by-laws, etc.)
- Documents substantiating fixed asset additions
- Deeds
- Depreciation Schedules



SPITZ
EKJ

3/5/2018, 8:36 AM

60047-0002
Case No.: A-16

RA 009202

- Financial Statements (Year End)
- General and Private Ledgers, Year End Trial Balances
- Insurance Records, Current Accident Reports, Claims, Policies
- Investment Trade Confirmations
 - IRS Revenue Agents' Reports
- Journals
- Legal Records, Correspondence and Other Important Matters
- Minute Books of Directors and Stockholders
- Mortgages, Bills of Sale
- Property Appraisals by Outside Appraisers
- Property Records
- Retirement and Pension Records
- Tax Returns and Worksheets
- Trademark and Patent Registrations

Personal Documents To Keep For One Year

- Bank Statements
- Paycheck Stubs (reconcile with W-2)
- Canceled checks
- Monthly and quarterly mutual fund and retirement contribution statements (reconcile with year end statement)

Personal Documents To Keep For Three Years

- Credit Card Statements
- Medical Bills (in case of insurance disputes)
- Utility Records
- Expired Insurance Policies

Personal Documents To Keep For Six Years

- Supporting Documents For Tax Returns
- Accident Reports and Claims
- Medical Bills (if tax-related)
- Property Records / Improvement Receipts
- Sales Receipts
- Wage Garnishments
- Other Tax-Related Bills

Personal Records To Keep Forever

- CPA Audit Reports
- Legal Records
- Important Correspondence
- Income Tax Returns
- Income Tax Payment Checks
- Investment Trade Confirmations
- Retirement and Pension Records

Special Circumstances

- Car Records (keep until the car is sold)
- Credit Card Receipts (keep with your credit card statement)
- Insurance Policies (keep for the life of the policy)
- Mortgages / Deeds / Leases (keep 6 years beyond the agreement)
- Pay Stubs (keep until reconciled with your W-2)
- Property Records / improvement receipts (keep until property sold)
- Sales Receipts (keep for life of the warranty)
- Stock and Bond Records (keep for 6 years beyond selling)
- Warranties and Instructions (keep for the life of the product)
- Other Bills (keep until payment is verified on the next bill)
- Depreciation Schedules and Other Capital Asset Records (keep for 3 years after the tax life of the asset)

SKE Group, LLC
info@skecpa.com
16 Village Court
Hazlet, NJ 07730
Phone (732) 761-1120
Fax (732) 907-1827

[Login](#) [Search](#) [Sitemap](#) [Privacy Policy](#) [Disclaimer](#)

60047-0004
Case No.: A-16

RA 009204

LAW OFFICES OF

ROBERT J. DeGROOT

Robert J. DeGroot
NJ Bar #282351972
NY Bar #2921633

Attorneys At Law

Oleg Nekritin
NJ Bar #018752009
NY Bar #4855789

October 24, 2018

Clerk
Superior Court of New Jersey
Monmouth County Civil Division
71 Monument St.
Freehold, N.J. 07728

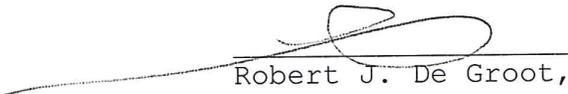
Re: Las Vegas Land Partners, LLC. vs. Russell Nype, et.
al.

Dear Sir or madam:

Please be advised that I am local counsel to the Defendant/Judgment creditors in the above captioned matter. The matter is situated in the State of Nevada. Enclosed herewith is a motion to enforce a subpoena against a local New Jersey witness. I have enclosed a brief, certifications and exhibits in support of the within motion.

I thank the Court for its attention to this matter.

Very truly yours,


Robert J. De Groot, Esq.

Encl.

cc: Gerry Hayes, Esq.
Sam Spitz, C.P.A.

60 Park Place, Suite 105 • Newark, New Jersey 07102
973.643.1930 Phone • 973.643.7231 Fax • RobertJDeGroot@aol.com Email

60048-0001
Case No.: A-16

RA 009205

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

DECLARATION OF MARK D. RICH

MARK RICH, under penalty of perjury, hereby declares, deposes and says:

- 1. My name is Mark D. Rich and I am a licensed CPA in the State of Nevada.
- 2. I am a Partner in the accounting firm of Rich Wightman & Company, CPAs.
- 3. I have been a licensed Certified Public Accountant in Nevada for approximately 37

years, and I am also Certified in Financial Forensics by the American Institute of Certified Public Accountants.

4. I make this declaration in support of Judgment Creditors Russell L. Nype and Revenue Plus, LLC (hereinafter collectively referred to as "NYPE" or "Judgment Creditors") Motion to enforce a subpoena served on Sam K. Spitz, CPA, believed to be The Custodian of Records at SKE Group, LLC ("Mr. Spitz").

5. I was originally engaged by attorneys for Judgment Creditors to assist them in the underlying litigation, pre-trial, in terms of analyzing the financial transactions involved therein as well as the conduct and actions of the parties regarding the numerous real property transactions, loans, joint ventures, etc. underlying the original litigation.

6. I have also worked with Nype post-judgment in this case reviewing and analyzing documentation obtained from Las Vegas Land Partners, LLC, ("LVLP" or "Judgment Debtor") and its agents and affiliates, including, but not limited to, the LVLP Parties as defined in the Motion as the "LVLP Parties", as well as specifically analyzing the numerous inconsistencies, gaps, and critical missing documentation which Judgment Debtor (hereinafter "LVLP"), its principals, and its attorneys have continually failed to produce, despite substantial efforts on Nype's part.

1 7. I have reviewed the documents that Mr. Spitz produced in response to the subject
2 Subpoena.¹ I also telephonically attended his March 5, 2018, deposition.

3 8. After hearing Mr. Spitz's testimony and reviewing the documents that he produced in
4 response to the Subpoena, it is my opinion that Mr. Spitz should have possession, custody or control
5 over the following categories of documentation noted in paragraph 10, below, which were not
6 produced by Mr. Spitz (the "Missing Documents"). My opinion in this regard is based upon my nearly
7 40 years of experience in accounting and my decades of experience as a forensic-accounting expert.
8 My opinion is also based upon the fact that Mr. Spitz or his accounting firm has provided substantial
9 accounting and tax preparation services for certain of the LVLP Parties during the period of 2008
10 through, at least, 2017. These services include the preparation of tax returns for the fiscal years of
11 2007 through 2016. It is my opinion that Mr. Spitz (or his firm) could not have competently prepared
12 the subject tax returns without obtaining the Missing Documents from his clients. On that basis, Mr.
13 Spitz should have possession, custody or control over the Missing Documents, and, thus, it appears
14 that Mr. Spitz has failed to produce the same in response to the Subpoena.

15 9. It is my understanding that Mr. Spitz has taken the position that he does not have
16 possession, custody or control over some or all of the Missing Documents because it is his and his
17 firm's policy to destroy documents more than three years old and, on that basis, did not have
18 documents responsive to the Subpoena that predated, approximately early 2015. Notwithstanding Mr.
19 Spitz's assertion, based upon my review of his document production, this is not necessarily true in that
20 Mr. Spitz has produced many documents that predated 2015, including a purported engagement letter
21 with one or more of the LVLP Parties dated 2008. Further, the limited documents that Mr. Spitz did
22 produce that predated 2015 seemed, to me, to have been conveniently produced, i.e., he appears to
23

24 ¹ Capitalized terms that have not been provided a meaning herein have the meaning ascribed to
them in the Motion.

1 have produced documents predating 2015 where that production would be helpful to the LVLP Parties
2 in their defense of this lawsuit, but did not produce other, related documents predating 2015 that you
3 would expect to exist.

4 10. The following are the Missing Documents that I believe Mr. Spitz should have
5 possession, custody or control over, and which have not been produced:

- 6 a. Electronic worksheets, QuickBooks files (or other similar accounting files) and
7 Word documents given to Mr. Spitz by the LVLP Parties or created by Mr.
8 Spitz or his firm.
- 9 b. Details of notes receivables to related parties and how they were repaid (by
10 entity, if available or exists).
- 11 c. Depreciation schedules for the period of 2007-2012.
- 12 d. Cost Basis schedules for all land parcels covering the period of 2007-2012.
- 13 e. Calculation of loan amortizations for all loans (by entity, if available or exists).
- 14 f. Support for loan balances, including related party loans (by entity, if available
15 or exists).
- 16 g. Support for all journal entries made by the LVLP Parties (by entity, if available
17 or exists).
- 18 h. Capital Account detail for each LLC member by entity.
- 19 i. Details of all sales and documents provided to Mr. Spitz to calculate gain/loss
20 (by entity, if available or exists).
- 21 j. Details of how each disregarded entity is included on the LVLP Holdings, LLC,
22 tax return.
- 23 k. Wink One, LLC, PQ Las Vegas, LLC, FC/LW Vegas, LLC and QH Las Vegas,
24 LLC, detailed accountings provided to Mr. Spitz.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

- l. Working Trial Balances that agree with the tax returns (2006 and 2007).
- m. Working Trial Balances for all years (by entity, if available or exists)
- n. Supporting work papers that the LVLP Parties gave Mr. Spitz to prepare tax returns (by entity, if available or exists).

11. I make this declaration based upon personal knowledge, and if called as a witness I could and would competently testify hereto.

12. I declare under penalty of perjury under the laws of the state of Nevada and New Jersey that the foregoing is true and correct.

Executed this 22nd day of October, 2018.



MARK D. RICH

EXHIBIT "1"

SPITZ0123

60050-0001

Case No.: A-16

RA 009210

JOHN PEREZ, ESQUIRE
NJ ID Number 004121974
56 Park Place
Newark, New Jersey 07102
(973) 643-3370 Fax (732) 920-1085
Attorney Issuing Subpoena on Behalf
of Defendants Pursuant to R. 4:11-4(b)

LAS VEGAS LAND PARTNERS, LLC;	:	SUPERIOR COURT OF NEW JERSEY
LIVE WORK, LLC and ZOE PROPERTIES,	:	LAW DIVISION – MONMOUTH COUNTY
LLC,	:	
	:	PERTAINING TO MATTERS AT ISSUE IN
Plaintiffs,	:	THE DISTRICT COURT, CLARK
	:	COUNTY, NEVADA
	:	
vs.	:	NEVADA CASE NO. A-07-551073
	:	
RUSSELL L. NYPE; REVENUE PLUS,	:	For Issuance of a New Jersey Subpoena Under
LLC; DOES I through III, and ROE	:	New Jersey Rule 4:11-4(b)
CORPORATIONS I through III, inclusive,	:	
	:	
Defendants,	:	

SUBPOENA DUCES TECUM and AD TESTIFICANDUM

THE STATE OF NEW JERSEY, TO:

**Sam K. Spitz, CPA, believed to be The Custodian of Records,
at SKE Group, LLC
16 Village Court
Hazlet, NJ 07730**

YOU ARE HEREBY COMMANDED to appear at a deposition on **Thursday, February 8, 2018, at the hour of 10:00 a.m. at Jersey Shore Reporting, 517A Passaic Avenue, Spring Lake, NJ 07762**, and there to produce the documents noted in the attached **Second Amended Notice of Custodian of Records Deposition of Sam K. Spitz, CPA and Nevada Subpoena Duces Tecum and Ad Testificandum**, and to remain in attendance until excused by the attorney for Defendants, or by further Order of the Court.

Pursuant to New Jersey Rules of Court Rule 4:11-4(b)(3)(c), you have the right to move to modify or quash the subpoena or otherwise move under R. 4:10-3, R. 4:14-4, R. 4:23-1, or any other Rules Governing the Courts of the State of New Jersey that are applicable to discovery.

SPITZ0124

60050-0002
Case No.: A-16

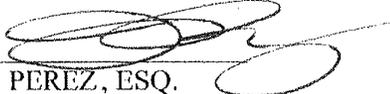
RA 009211

Pursuant to New Jersey Rules of Court Rule 4:14-7(c), the subpoenaed evidence shall not be produced or released until the date specified herein and, if notified that a motion to modify or quash the subpoena has been filed, you shall not produce or release the subpoenaed evidence until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear according to the command of this Subpoena may subject you to a penalty, damages in a civil suit, and punishment for contempt of Court.

DATED: January 22, 2017

Subpoena Issued Pursuant to New Jersey Court Rule 4:11-4(b)



JOHN PEREZ, ESQ.
Attorney Issuing Subpoena on Behalf
of Defendants Pursuant to R. 4:11-4(b)

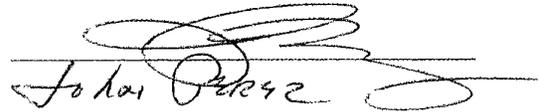
/s/ Michelle M. Smith, Esq.
MICHELLE M. SMITH, ESQ.

PROOF OF SERVICE

On January 22, 2018, at 9:40 A.m., I, the undersigned, being over the age of 18, served the attached Subpoena and Duces Tecum and Ad Testificandum by personal delivery to Sam K. Spitz, CPA, 16 Village Court, Hazlet, NJ 07730, and by tendering to such person the attendance and mileage fee of \$4.00 as allowed by law.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: January 22, 2018



Address for Service:

16 Village Court
Hazlet, NJ 07730



SKE GROUP, LLC
Certified Public Accountants
and Business Consultants

Sam K. Spitz, ESQ., CPA
732.847.4623
sam@skecpa.com

16 Village Court
Hazlet, NJ 07730
Tel 732.761.1120
Fax 732.907.1827

112 West 34th Street
New York, NY 10120
Tel 212.223.3230
Fax 646.292.5172
www.skecpa.com

SPITZ0125

60050-0003
Case No.: A-16

RA 009212



1 ANTD
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 Defendants
11 RUSSELL L. NYPE; REVENUE PLUS, LLC

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 LAS VEGAS LAND PARTNERS, LLC; LIVE
10 WORK, LLC and ZOE PROPERTIES, LLC,

CASE NO : A-07-551073

DEPT. NO: XXVIII

11 Plaintiffs,

12 vs.

13 RUSSELL L. NYPE; REVENUE PLUS, LLC;
14 DOES I through III, and ROE CORPORATIONS I
15 through III, inclusive,

16 **SECOND**
17 **AMENDED NOTICE OF CUSTODIAN**
18 **OF RECORDS DEPOSITION OF**
19 **SAM K. SPITZ, CPA, Believed to Be**
20 **The Custodian of Records at SKE**
21 **Group, LLC**

15 Defendants.

DATE: FEB. 8, 2018
TIME: 10:00 A.M.

18 TO: GARRY L. HAYES, ESQ., of the LAW OFFICES OF HAYES & WELSH, Attorneys for
19 Plaintiffs

20 TO: MICAH S. ECHOLS, ESQ., of the LAW OFFICES OF MARQUIS AURBACH COFFING,
21 Attorneys for Plaintiffs

22 PLEASE TAKE NOTICE that on Thursday, February 8, 2018, at the hour of 10:00 a.m.,
23 Defendants, RUSSELL L. NYPE; REVENUE PLUS, LLC, by and through their attorney, JOHN W.
24 MUIJE, ESQ., of THE LAW OFFICES OF JOHN W. MUIJE & ASSOCIATES, will take the
25 deposition of the Custodian of Records Deposition of Sam K. Spitz, CPA, Believed to Be The
26 Custodian of Records or Other Qualified Person at SKE Group, LLC, upon oral examination pursuant
27 to Rule 26 and Rule 69 of the Nevada Rules of Civil Procedure, before a notary public, or before
28 some other officer authorized by law to administer oath.

...

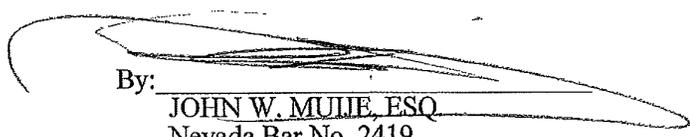
LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1 The deposition will be held at Jersey Shore Reporting, 517A Passaic Avenue, Spring Lake,
2 New Jersey 07762. Attached hereto as **Exhibit "1"** and incorporated herein by this reference is a
3 copy of the Subpoena Duces Tecum.

4 Oral examination will continue from day to day until completed. You are invited to attend
5 and cross-examine.

6 DATED this 19th day of January, 2018.

7 JOHN W. MUIJE & ASSOCIATES

8 

9 By: JOHN W. MUIJE, ESQ
10 Nevada Bar No. 2419
11 1840 E. Sahara Ave #106
12 Las Vegas, Nevada 89104
13 Telephone: (702) 386-7002
14 Fax No: (702) 386-9135
15 Email: jmuije@muijelawoffice.com
16 *Attorneys for Defendants*
17 *RUSSELL L. NYPE; REVENUE PLUS, LLC*

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of JOHN W. MUJJE & ASSOCIATES, and that
3 on the ____ day of January, 2018, I caused to be served a true and correct copy of the foregoing
4 **AMENDED NOTICE OF CUSTODIAN OF RECORDS DEPOSITION OF SAM K. SPITZ,**
5 **CPA, BELIEVED TO BE THE CUSTODIAN OF RECORDS OR OTHER QUALIFIED**
6 **PERSON AT SKE GROUP, LLC,** in the following manner:

- 7 by placing a copy of the same for mailing in the United States mail,
8 with first class postage prepaid addressed as follows; and/or
- 9 by electronically filing with the Clerk of the Court via the Odyssey
10 E-File and Serve System;
- 11 by placing a copy of the same for mailing in the United States mail,
12 with first-class postage prepaid marked certified return receipt
13 requested addressed as follows; and/or
- 14 pursuant to EDCR 7.26, by causing a copy to be sent via facsimile at
the number(s) listed below; and/or
- 15 by hand-delivering a copy to the party or parties as listed below:

15 Garry L. Hayes, Esq.
16 **HAYES & WELSH**
17 199 Arroyo Grande, #200
18 Henderson, Nevada 89074
E-Mail: ghayes@lvlaw.com
Attorneys for Plaintiffs

Micah S. Echols, Esq.
Liane K. Wakayama, Esq.
Adela V. Karoum, Esq.
MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Plaintiffs

19
20
21
22 An employee of JOHN W. MUJJE & ASSOCIATES

23
24
25
26
27 R:\J Files\Nype,J3792H\Subpoena--NJ\2018--01-19 2D Amended Notice of COR Depo of Sam K. Spitz, CPA.wpd

LAW OFFICES
JOHN W. MUJJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1 **SDT**
2 JOHN W. MUIJE, ESQ.
3 **JOHN W. MUIJE & ASSOCIATES**
4 Nevada Bar No. 2419
5 1840 E. Sahara Ave #106
6 Las Vegas, Nevada 89104
7 Phone No: (702) 386-7002
8 Fax No: (702) 386-9135
9 Email: jmuije@muijelawoffice.com
10 *Attorneys for Defendants*

DISTRICT COURT
CLARK COUNTY, NEVADA

11 LAS VEGAS LAND PARTNERS, LLC; LIVE
12 WORK, LLC and ZOE PROPERTIES, LLC,

13 Plaintiffs,

14 vs.

15 RUSSELL L. NYPE; REVENUE PLUS, LLC;
16 DOES I through III, and ROE CORPORATIONS I
17 through III, inclusive,

18 Defendants.

Case No. : A-07-551073

Dept. No.: XXVIII

SUBPOENA DUCES TECUM
AND
AD TESTIFICANDUM

Date: Feb 8, 2018

Time: 10:00 A.M.

19 THE STATE OF NEVADA SENDS GREETINGS TO:

20
21 **Sam K. Spitz, CPA, believed to be The Custodian of Records,**
22 **at SKE Group LLC,**
23 **16 Village Court**
24 **Hazlet, NJ 07730**

25 **YOU ARE HEREBY COMMANDED**, that all and singular business and excuses set aside, you
26 are required to appear on **Thursday, February 8, 2018, at the hour of 10:00 am**, at **Jersey Shore**
27 **Reporting, 517A Passaic Avenue, Spring Lake, New Jersey 07762.** Your attendance is required to
28

LAW OFFICES
JOHN W. MUIJE & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1 produce and permit inspection and copying of designated books, documents or tangible things in
2 your possession, custody or control. You are required to produce at the time of your appearance
3 any and all items as designated below. If you fail to attend, you may be deemed guilty of
4 contempt of Court and liable to pay all losses and damages caused by your failure to appear.
5

6 Please see Exhibit "1" attached hereto for information regarding the rights of the person
7 subject to this Subpoena.

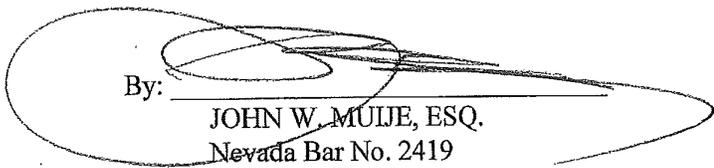
8 **YOU ARE FURTHER COMMANDED** to bring with you at the above-stated time and
9 place, any and all records pertaining to _____

10 **SEE EXHIBIT "2" ATTACHED HERETO**
11 _____
12 _____

13 And for failure to do so, you will be deemed guilty of contempt of court and liable to pay
14 all losses and damages sustained hereby to parties aggrieved and forfeit One Hundred Dollars
15 (\$100.00 in addition thereto.

16 DATED this 19th day of January, 2018.

17 JOHN W. MUIJE & ASSOCIATES

18
19
20
21 By: 
22 JOHN W. MUIJE, ESQ.
23 Nevada Bar No. 2419
24 1840 East Sahara Avenue, Suite 106
25 Las Vegas, Nevada 89104
26 Telephone: 702-386-7002
27 Facsimile: 702-386-9135
28 Email: jmuije@muijelawoffice.com
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "1"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45 (c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(2)(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

////

////



LAW OFFICES
JOHN W. MUJIC & ASSOCIATES
1840 E. SAHARA AVE. #106
LAS VEGAS, NEVADA 89104
Phone: (702) 386-7002 Fax: (702) 386-9135

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(3)(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, of commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

NRCP 45(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

R:\J Files\Nype,J3792HNPleadings\2018--01-11 - SDT SKE Group, LLC.wpd